VI. A.

STANISLAUS COUNTY CLERK
CEQA FILING COVER SHEET

50-2021-091

FILED
June 16, 2021
DONNA LINDER
STANISLAUS COUNTY
CLERK-RECORDER

By: _____
Deputy Clerk

Mail to: Del Puerto W.D.

Name: Anthea G. Hansen

Address: PO Box 1596

City, State, Zip Patterson, CA 95363

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TYPE OR PRINT CLEARLY

Project Title

Transfer of water From Mapes Ranch to Del Puerto Water District

Check Document being Filed:

- [ ] Environmental Impact Report (EIR)
- [ ] Mitigated Negative Declaration (MND) or Negative Declaration (ND)
- [ ] Notice of Exemption (NOE)
- [x] Other (Please fill in type): Notice of Intent to Adopt a Mitigated Negative Declaration.

FILED IN THE OFFICE OF THE STANISLAUS
COUNTY CLERK ON 06-16-2021
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PUBLIC NOTICE

NOTICE OF INTENT TO ADOPT A MITIGATED NEGATIVE DECLARATION FOR THE CONVEYANCE AND STORAGE OF WATER FROM MAPES RANCH TO DEL PUERTO WATER DISTRICT. NOTICE IS HEREBY GIVEN that the Del Puerto Water District (District) plans to adopt a Mitigated Negative Declaration for the proposed conveyance and storage of water from Mapes Ranch to Del Puerto Water District for use within the District. The document will be on the agenda of the District's special Board meeting on July 14, 2021, at the District Office, 17840 Ward Avenue, Patterson, CA 95363. Mapes Ranch proposes to pump and transfer up to 10,000 acre-feet of water over the next twelve months, from their lands in Stanislaus County and deliver it via the San Joaquin River and the West Stanislaus Irrigation District pump station to the District. Mapes Ranch is located east of the San Joaquin River, north of the Tuolumne River and south of the Stanislaus River across from the community of Vernalis. The District is located along the west side of the Stanislaus, San Joaquin, and Merced Counties. The water would be utilized on existing orchards in Stanislaus County only. Pursuant to the California Environmental Quality Act (CEQA), an Initial Study has been prepared, describing the degree of possible environmental impacts of the proposed project. The District has assessed the potential environmental impacts of this proposed action and has determined that they will be less than significant with the mitigation measures identified. Copies of the Initial Study and proposed Mitigated Negative Declaration are on file and available for public review at the District Office. The public review period during which the District will receive comments on the proposed negative declaration will begin on June 17, 2021 and end on July 7, 2021. Comments must be addressed to Anthea G. Hansen, General Manager, at the District Office, and received by 5p.m. July 7, 2021.

DEL PUERTO WATER DISTRICT

INITIAL STUDY AND PROPOSED MITIGATED NEGATIVE DECLARATION FOR THE TRANSFER OF WATER FROM MAPES RANCH TO DEL PUERTO WATER DISTRICT

Purpose

The purpose of this Initial Study/Mitigated Negative Declaration (IS/MND) is to identify the potential environmental impacts associated with Del Puerto Water District (DPWD) acquiring and delivering water from Mapes Ranch for use within DPWD. Pursuant to Section 15367 of the California Environmental Quality Act (CEQA) Guidelines, DPWD is the Lead Agency for the proposed project (Project) and, as such, has primary responsibility for approval or denial of the Project. West Stanislaus Irrigation District (WSID) will be conveying the acquired water in its facilities under an agreement with DPWD and thus is being considered for purposes of CEQA herein as a Responsible Agency and will use this document to inform their deliberations.

Project Description

DPWD is a Central Valley Project (CVP) Contractor located on the west side of the San Joaquin Valley, south of the Sacramento-San Joaquin River Delta (Delta). DPWD's water supplies have been reduced in recent years because of regulatory limitations and adverse hydrologic conditions. As a result, DPWD is pursuing additional supplies for their agricultural customers.

Mapes Ranch has agreed to pump and transfer up to 10,000 acre-feet of groundwater to DPWD over the next twelve months. The groundwater would be pumped from Mapes Ranch and discharged into the Tuolumne River, where it would flow downstream to the San Joaquin River (SJR). Water would then be pumped from the SJR at the WSID pumping station. WSID would pump and convey up to 35 cubic feet per second (cfs), measured by San Luis & Delta-Mendota Water Authority (SLDMWA) at the discharge to the Delta-Mendota Canal (DMC), where it would be delivered to DPWD. DPWD would then divert the water at its various intake points in Stanislaus County along the DMC. Conveyance losses of 5% would likely be assessed in the DMC.

The Project would utilize existing facilities and no new infrastructure, modifications of facilities, or ground disturbing activities would be needed for movement of this water. No native or untilled land (fallow for three years or more) would be cultivated with water involved with the Project.

Refer to Figure 1 for a location map of the Project.

This IS/MND is prepared out of an abundance of caution, as this project may be exempt from review under CEQA for various reasons, particularly this year, which exemptions DPWD does not waive by providing this IS/MND.

Potentially Affected Resources

Hydrology/Water Quality

Central Valley Project

CVP water is used for agricultural irrigation, for municipal and industrial uses, for the restoration of fisheries and aquatic habitat in the waterways that have been affected by water development, for wildlife refuges, and for other purposes. The largest use of CVP water is for agricultural irrigation. The greatest demand for irrigation water occurs in mid to late summer, as crops mature and crop

water use increases. During the winter, farmers in the CVP also use water for frost control, pre-irrigation of fields to saturate the upper soil and for irrigation when precipitation is insufficient.

The amount of CVP water available each year for contractors is based, among other considerations, on the storage of winter precipitation and the control of spring runoff in the Sacramento and SJR basins. Reclamation's delivery of CVP water diverted from these rivers is determined by State water right permits, judicial decisions, and State and Federal obligations to maintain water quality, enhance environmental conditions, and prevent flooding.

SOD CVP agricultural allocations averaged 32 percent from 2012 to 2021 (Table 3-2). Over the last five years the average allocation was 50 percent with a range of 5 to 100 percent. A 100 percent allocation was only received once in the last 10 years (2017). Due to operational constraints and fluctuating hydrologic conditions, water allocations in the future are likely to be similar to those shown in Table 1.

Table 1. Ten Year Average SOD Agricultural Allocation.

Contract Year	Agricultural Allocations (%)[1]
2021[2]	5
2020	20
2019	75
2018	50
2017	100
2016	5
2015	0
2014	0
2013	20
2012	40
Average	32

[1]As percentage of Water Service Contract maximums
[2]Initial 2021 allocation, which has been suspended until further notice
Source: http://www.usbr.gov/mp/cvo/vungvari/water_allocations_historical.pdf

Delta-Mendota Canal

The DMC, the second largest of the CVP waterways, was completed in 1951. It includes a combination of both concrete-lined and earth-lined sections and is about 117 miles in length. The canal transports water from the Jones Pumping Plant to the Mendota Pool, which is controlled by a concrete storage dam that was constructed in 1917. The Mendota Pool is the terminus for the DMC and is located at the confluence of the SJR and the North Fork of the Kings River, approximately 30 miles west of the city of Fresno. The DMC is divided into the upper and lower portions. The dividing point is Check 13 near Santa Nella, California. Check 13 is the intake to the O'Neill Forebay and San Luis Reservoir. Capacity in the DMC is restricted by the physical limitations of the canal and the pumping limits of the Jones Pumping Plant.

Del Puerto Water District

DPWD is a CVP contractor with a CVP water service contract that provides up to 140,210 AFY (Contract No. 14-06-200-922-LTR1-P). This contract water supply, which is delivered directly from the DMC, is the District's primary source of water supply. Privately developed groundwater is available on a limited basis throughout the District, some of which is stored and/or conveyed under the terms of temporary Warren Act contracts between the DPWD and Reclamation. The District also provides its customers six inches per acre of water supply developed by the North Valley regional Recycled Water Program. When allocations are not limited by Human Health and Safety Restrictions, the District may provide one to two AF per month of landscape water to a small piece of land within its boundaries converted a number of years ago to commercial use. All remaining CVP supplies are delivered for agriculture purposes.

DPWD receives its CVP supply directly through turnouts on the DMC. DPWD does not have any

distribution facilities and does not own any pumps, pipelines, or canals to transport the CVP water. Instead, all turnouts, pumps, pipelines, and canals in the district are maintained and operated by private owners while DPWD owns and operates the water meters. The district does not own or operate any groundwater wells. Individual landowners pump groundwater from their wells when DPWD cannot provide sufficient surface water supplies.

West Stanislaus Irrigation District

WSID has a point of diversion dating back to 1920 for appropriative rights on the San Joaquin and Tuolumne River at river mile 74.9 located just upstream from the Maze Boulevard (Highway 132 Bridge). The point of delivery is 7,600 feet upstream from the WSID intake canal. WSID operates and maintains a 347 cfs diversion at this location. The diversion capacity is a combination of 262 cfs for WSID's 1920 appropriative right, 40 cfs for riparian rights on the San Joaquin River National Wildlife Refuge and 45 cfs of riparian water for Whitelakes Mutual Water Company which WSID is obligated to serve under a 1938 agreement.

WSID's main canal system has six lifts made up of a combination of concrete lined open channel and reinforced concrete pipe with a maximum capacity of 350 cfs. The main canal is 3 miles in length and made up of six lifts with approximately twenty feet of elevation difference between each lift. Off of each lift, there is a lateral running north and lateral running south. At the end of the main canal, there is a bi-directional, one-mile-long reinforced concrete pipeline interconnected with the DMC which has a total capacity of 250 cfs for introduction of water into the DMC or for taking deliveries from the DMC.

Mapes Ranch

The Mapes Ranch is located within the far western portion of the Modesto Subbasin of the San Joaquin Valley Groundwater Basin. In 1995, DWR estimated the total storage capacity of the subbasin to be 6,500,000 AF to a depth of 300 feet and 14,000,000 AF to the base of fresh groundwater (DWR 2004). The wells have capacities ranging from 2,500 to 3,200 gpm. There are 12 agricultural wells on the Mapes Ranch, five of which will be used for this program (Table 2).

Table 2. Well information.

Well ID	Horsepower	Year Constructed	Average Pump Test Flow Rate (gpm)	Minimum Standing Water Level (feet)	Maximum Standing Water Level (feet)	Maximum Drawdown (feet)	Specific Capacity (gpm/feet drawdown)
Well #7*	100	2009	2,457	12.0	20.3	81	30.4
Well #8*	100	2009	2,345	9.8	21.8	71	33.3
Well #9+	100	2009	2,750	9.6	24.9	79	34.8
Well #10+	100	2009	2,750	11.4	26.1	56	49.1
Well #11*	75	2013	1,732	11.4	25.8	62	28.1

Notes:
* 2015 pump test date.
+2009 pump test date.
Water levels per minimum semi-annual monitoring since 2015 to present.

In the local vicinity of Mapes Ranch, the top of the E-Clay has been mapped at a depth of approximately 150 to 200 feet. However, the ranch is located in close proximity to the eastern E-Clay boundary and has been mapped as being poorly controlled (DWR, 1981) or inconclusive in the area (Page, 1986). The thickness of the E-clay in the Ranch vicinity has been mapped as approximately 40 feet (Page, 1986). All wells except for Well #7 are finished in the upper portion of the unconfined and semiconfined aquifer above the Corcoran Clay layer. Well #7 is completed both above and below the E-clay and would be used only if needed. Recharge to this portion of the aquifer comes from rainfall on overlying lands, local water courses, seepage from neighboring water courses, application of water to nearby wetland areas and irrigated lands including subsurface

inflow due to resulting seepage losses from these lands, as well as subsurface inflow from upgradient areas towards the trough of the Valley. Well recovery has been shown to be quite rapid for several of the wells tested (P&P 2017). Water quality testing conducted in 2015-2016 for samples collected at the point of delivery is summarized in Table 3.

Table 3. Water Quality Data

Date	As (µg/L)	B (µg/L)	NO_3-N (mg/L)	Se (µg/L)	Na (µg/L)	Specific Conductance (µmhos/cm)	Sulfate (mg/L)	TDS (mg/L)
7/16/15	10.4	101		0.36	57,300	466	9.5	337
8/20/15	12.2	128	0.69	< 1.0	68,300	213	7.6	146
9/17/15	12.3	120	2.7	< 1.0	67,800	544	12.0	374
10/1/15	13.3	130	2.2	< 1.0	63,500	547	9.0	360
11/2/15	11.7	121	2.0	< 1.0	72,900	523	7.6	408
12/1/15	10.7	133	2.1	< 1.0	73,600	480	10.6	387
4/26/16	12.7	140	2.7	< 1.0	76,200	594	12.4	368
6/28/16	12.4	134	2.8	< 1.0	77,400	589	12.8	372
Reclamation Thresholds	10	700	10	2	69,000	1,600	500	1,000

San Joaquin River

The water quality of the SJR is variable, depending on the location, time of year, and the contributing sources of inflows. Water quality is monitored at various sites within the watershed. At Vernalis the quality and volume of flow depends on several factors, including the contribution of flows from the Stanislaus, Tuolumne, and Merced Rivers, and the contribution of agricultural return flows. Typically, the higher the San Joaquin River flow at Vernalis, the better the water quality entering the Delta. Water quality is assessed by measuring the average monthly electrical conductivity (EC), which generally indicates presence of salts. Readings are taken at Patterson, Vernalis and in the DMC is shown in Table 4.

Table 4. Ten Year Average Electrical Conductivity, SJR and DMC.

Month	San Joaquin River at Patterson	San Joaquin River at Vernalis	DMC Headworks	DMC Check 20
January	1,195	657	530	737
February	1,310	613	537	624
March	1,593	577	489	608
April	1,531	402	393	605
May	1,332	268	347	488
June	1,252	390	366	447
July	1,355	397	352	410
August	1,160	404	374	433
September	1,098	447	436	521
October	956	368	437	519
November	926	535	499	555
December	1,166	738	541	678
Average	1,240	483	442	552
Source: DWR, CDEC 2021				

Agriculture Resources

Del Puerto Water District

DPWD is located along the west side of the San Joaquin Valley and extends from Vernalis to Santa Nella. The District includes approximately 45,000 acres of productive farmland with an estimated production value of over $213 million gross farm dollars annually in Stanislaus, San Joaquin and Merced Counties.

DPWD receives its CVP supply directly through turnouts on the DMC. The District does not have

any distribution facilities and does not own any pumps, pipelines, or canals to transport the CVP water. Instead, all turnouts, pumps, pipelines, and canals in the District are maintained and operated by private owners while DPWD owns and operates the water meters. The District does not own or operate any groundwater wells. Individual landowners pump groundwater from their wells when DPWD cannot provide sufficient surface water supplies.

Mapes Ranch

Lyons Land Management, L.P. and Mapes Ranch L.P. are private parties that own land in Stanislaus County near the confluence of the San Joaquin and Tuolumne Rivers that is referred to as the Mapes Ranch. Mapes Ranch is a 4,800-acre diversified farming and cattle operation producing almonds, walnuts, wheat, tomatoes, alfalfa, corn, grapes, oats, and beans. Mapes Ranch is located east of the San Joaquin River, north of the Tuolumne River and south of the Stanislaus River across the river the community of Vernalis. Mapes Ranch is in an area of relatively high intensity agriculture but is bordered by the two rivers north and south and the San Joaquin River to the west. Mapes Ranch produces groundwater from twelve wells located across the property. Up to a maximum of five of the twelve wells will be used for the Project. Pumping rates in the wells range from 2,500 to 3,200 gpm. The general groundwater conditions are excellent. Besides being bordered on three sides with perennial rivers, Mapes Ranch receives surface flows, tailwater and operational spills from Modesto Irrigation District canals. Mapes Ranch overlies what has historically been a productive aquifer that has sustained groundwater pumping for decades to meet the needs of the ranch.

Geology/Soils

Subsidence

Third party licensed consultants have been monitoring subsidence periodically on Mapes Ranch for the past 6 years and have not observed any subsidence of significance beyond de minimis values that are well within the margin of error range of the equipment used.

Land subsidence in the San Joaquin Valley has been documented for more than 90 years and recent investigations using satellite imagery indicate continuing problems in some areas. However, subsidence is not a significant issue in Modesto Subbasin. The results of a subsidence study conducted by the USGS (Faunt et al., 2015) in the San Joaquin Valley from 2008 to 2010 shows that subsidence did not occur within Modesto Subbasin during this time period.

Beginning in June 2015, vertical displacement was estimated throughout many California groundwater basins using Interferometric Synthetic Aperture Radar ("InSAR") data. The InSAR data are collected by the European Space Agency ("ESA") Sentinel-1A satellite and processed by TRE ALTAMIRA Inc. ("TRE"), under contract with DWR as part of DWR's SGMA technical assistance. Per the draft Modesto Subbasin Groundwater Sustainability Plan (Todd Groundwater, 2020), a positive vertical displacement of 0 to 0.05 feet in most of the Modesto Subbasin was documented from June 2015 to June 2018 (meaning the ground surface elevations actually rose). Negative vertical displacement (subsidence) between 0 and 0.05 feet occurred in the eastern Subbasin within the Eastern Principal Aquifer (east of the Corcoran Clay). There are two small areas in the eastern Subbasin with more subsidence, up to a maximum of 0.14 feet (1.7 inches). This is a minimal amount of measured subsidence possibly due to the abundance of clay surficial soils that have the potential to shrink.

Biological Resources

The Project area includes the Tuolumne and the San Joaquin River, downstream to the WSID's intake canal, and the DMC from WSID's discharge to existing DPWD connections in Stanislaus County. Under the Project, WSID would operate the intake canal within its existing capacity and diversions would remain within historical use.

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In DPWD, biological resources are similar to those found in other agricultural areas of the San Joaquin Valley (CDC 2021). The Project area is dominated by agricultural lands that include field crops, orchards, and pasture (DPWD 2008).

Special-Status Species

The following species list (See Table 5) was obtained on May 12, 2021 (Document Number 140421030232), by accessing the California Department of Fish and Wildlife's California Natural Diversity Database (CNDDB) for records of special-status species within the Brush Lake, Copper Mountain, Crows Landing, Patterson, Ripon, Salida, Solyo, Vernalis, and Westley quadrangles (CNDDB 2021). The information collected above, in addition to information from previous environmental documentation prepared by Reclamation for the SJR, including the SJR Restoration Program (SJRRP 2011), was combined to determine the likelihood of protected species occurrence within the action area.

Table 5. Special Status Species That Could Potentially Occur Within Affected Area.

Species	Status	Effects	Occurrence in the Study Area
INVERTEBRATES			
Conservancy fairy shrimp *Branchinecta conservatio*	FE	NE	**Present.** There are CNDDB records and designated critical habitat for this species within Mapes Ranch (CNDDB, 2021). The Proposed Action would not alter the inundation time or hydrology of any vernal pools. There would be no effect to this species or its critical habitat.
Vernal pool fairy shrimp *Branchinecta lynchi*	FT	NE	**Present.** There are CNDDB records and critical habitat for this species located within Mapes Ranch (CNDDB, 2021). The Proposed Action would not alter the inundation time or hydrology of vernal pools. There would be no effect to this species or its critical habitat.
Valley elderberry longhorn beetle *Desmocerus californicus dimorphus*	FT	NE	**Possible.** There is a CNDDB record of this species along the San Joaquin River adjacent to Mapes Ranch (CNDDB, 2021). This species may be present in elderberry bushes within the Proposed Action Area. There is no critical habitat for this species within the Proposed Action Area. The Proposed Action would not involve any removal/disturbance of vegetation, construction, or conversion of native or fallowed lands. There would be no effect to this species or its host plant.
Vernal pool tadpole shrimp *Lepidurus packardi*	FE	NE	**Present.** There are CNDDB records of this species within the northernmost portion of Mapes Ranch (CNDDB, 2021). Critical habitat for this species is not present within the Proposed Action Area. The Proposed Action would not alter the inundation time or hydrology of any vernal pools. There would be no effect to this species or its critical habitat.
FISH			
Delta smelt *Hypomesus transpacificus*	FT, SE	NE	**Absent.** Delta smelt do not travel as far upstream in the San Joaquin river as the West Stanislaus intake facility and are not present within the Proposed Action Area. There is no critical habitat for this species in the Proposed Action Area (SJRRP 2011b). There would be no effect to this species.
Central Valley steelhead *Oncorhynchus mykiss*	FT	NE	**Present.** This species and its critical habitat are present in the San Joaquin River downstream from the San Joaquin-Merced River confluence. This species is believed to be extirpated from the

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Species	Status	Effects	Occurrence in the Study Area
			San Joaquin River upstream of the San Joaquin-Merced River confluence (Portz et al. 2013). Water levels and temperatures in the San Joaquin River would not be measurably altered by the Proposed Action and would be consistent with normal day-to-day variation. There would be no effect to this species.
Central Valley spring-run Chinook salmon *Oncorhynchus tshawytscha*	FT, ST	NE	**Present.** This species is present in the San Joaquin River, downstream from the San Joaquin-Merced River confluence; however, there is no critical habitat for this species in the Proposed Action Area. Water levels and temperatures in the San Joaquin River would not be measurably altered by the Proposed Action and would be consistent with normal day-to-day variation. There would be no effect to this species or its critical habitat.
AMPHIBIANS			
California tiger salamander *Ambystoma californiense*	FT, ST	NE	**Present.** There are CNDDB records of this species immediately adjacent to Mapes Ranch, in Del Puerto, and near San Luis Reservoir (CNDDB, 2021). Critical habitat for this species is not present within the Proposed Action Area. The vernal pools and grazed grasslands in the Proposed Action Area provide suitable upland and breeding habitat for this species. The Proposed Action would not alter the inundation time or hydrology of vernal pools, and would not involve any ground-disturbing activities, construction, or conversion of native or fallowed lands. There would be no effect to this species or its critical habitat.
BIRDS			
Tri-colored blackbird *Agelaius tricolor*	ST	NT	**Present.** There are several CNDDB records of this species throughout the Proposed Action Area. The Proposed Action would not change the land use patterns of cultivated or fallowed fields that may provide habitat for this species. There would be no take of tri-colored blackbirds or other migratory birds.
Swainson's hawk *Buteo swainsoni*	ST	NT	**Present.** There are several CNDDB records of this species along the San Joaquin River, and within Del Puerto. This species may nest in the Proposed Action Area but would not be affected by the Proposed Action because there would be no construction or change in land use patterns of cultivated or fallowed fields that may provide habitat for this species. There would be no take of this species or other migratory birds.
Western yellow-billed cuckoo *Coccyzus americanus occidentalis*	FT, SE	NT	**Present.** There is a possibly extirpated CNDDB occurrence of this species near Mapes Ranch (CNDDB, 2021). Critical habitat for this species is not present within the Proposed Action Area. The Proposed Action would not alter riparian vegetation or measurably change water levels in the San Joaquin River. There would be no effect to this species.

Species	Status	Effects	Occurrence in the Study Area
Least Bell's vireo *Vireo bellii pusillus*	FE, SE	NE	**Possible.** There is a CNDDB record of this species along the San Joaquin River adjacent to the West Stanislaus intake (CNDDB, 2021). Critical habitat for this species is not present within the Proposed Action Area. The Proposed Action would not alter riparian vegetation or measurably change water levels in the San Joaquin River. There would be no effect to this species.
MAMMALS			
Riparian (San Joaquin Valley) woodrat *Neotoma fuscipes riparia*	FE	NE	**Possible.** This species is known to occur in Caswell Memorial State Park and there are CNDDB records of this species along the San Joaquin River near Mapes Ranch (CNDDB, 2021). The Proposed Action would not alter riparian habitat or measurably change water levels in the San Joaquin River, so there would be no effect to this species.
Riparian brush rabbit *Sylvilagus bachmani riparius*	FE, SE	NE	**Possible.** This species is known to occur in Caswell Memorial State Park, north of the Proposed Action Area, and captive-bred individuals were released in the San Joaquin River National Wildlife Refuge adjacent to the Proposed Action Area (CNDDB, 2021). The Proposed Action would not alter riparian habitat or measurably alter water levels in the San Joaquin River, so there would be no effect to this species.
San Joaquin kit fox *Vulpes macrotis mutica*	FE, ST	NE	**Present.** There are several CNDDB records of this species in and near Del Puerto (CNDDB, 2021). The Proposed Action would not involve any construction, ground-disturbing activities, or conversion of native or fallowed lands. There would be no effect to this species.

1 Status = Listing of special status species
FE: Listed as Federally Endangered
FT: Listed as Federally Threatened
SE: Listed as State Endangered
ST: Listed as State Threatened
2 Effects = Effect determination
NE: No Effect from the Proposed Action to federally listed species
NT: No Take would occur from the Proposed Action to migratory birds
3 Definition Of Occurrence Indicators
Absent: Species not recorded in study area and/or habitat requirements not met
Possible: Species not observed in the last 10 years in area
Present: Species recorded in or near action area and habitat present

Water delivered to Del Puerto for the Project would be conveyed through WSID's Main Canal, the DMC, and DPWD's existing distribution systems. The Project does not involve any construction, modification of facilities, or other ground-disturbing activities. The water associated with the Project would only be used on established agricultural lands within DPWD and would not be used to irrigate native lands, or lands that have been fallowed for three years or more.

Air Quality

The Project area lies within the San Joaquin Valley Air Basin (SJVAB) under the jurisdiction of the San Joaquin Valley Air Pollution Control District (SJVAPCD). The pollutants of greatest concern in the San Joaquin Valley are carbon monoxide, ozone, ozone precursors such as reactive organic gases, inhalable particulate matter between 2.5 and 10 microns in diameter (PM_{10}) and particulate matter less than 2.5 microns in diameter ($PM_{2.5}$). The SJVAB has reached Federal and State attainment status for carbon monoxide, nitrogen dioxide, and sulfur dioxide. Although Federal

attainment status has been reached for PM_{10} the State has not and both are in non-attainment for ozone and $PM_{2.5}$. There are no established standards for nitrogen oxides; however, they do contribute to nitrogen dioxide standards and ozone precursors (SJVAPCD 2021).

Greenhouse Gases

Climate change refers to significant change in measures of climate (e.g., temperature, precipitation, or wind) lasting for decades or longer. Many environmental changes can contribute to climate change: changes in sun's intensity, changes in ocean circulation, deforestation, urbanization, burning fossil fuels, etc. (EPA 2013).

Gases that trap heat in the atmosphere are often called greenhouse gases (GHG). Some GHG, such as carbon dioxide, occur naturally and are emitted to the atmosphere through natural processes and human activities. Other GHG (e.g., fluorinated gases) are created and emitted solely through human activities. The principal GHG that enter the atmosphere because of human activities are: carbon dioxide, methane, nitrous oxide, and fluorinated gasses (EPA 2013).

During the past century humans have substantially added to the amount of GHG in the atmosphere by burning fossil fuels such as coal, natural gas, oil and gasoline to power our cars, factories, utilities and appliances. The added gases, primarily carbon dioxide and methane, are enhancing the natural greenhouse effect, and likely contributing to an increase in global average temperature and related climate changes.

Monitoring Plan

The project proponents have developed a Monitoring Program (P&P 2021) for the Project. Work will be performed under the Monitoring Plan by Provost & Pritchard Consulting Group, or another third-party licensed California consultant to be selected by Mapes Ranch and approved by DPWD. Said services will be performed under the direct supervision of a Provost & Pritchard Certified Hydrogeologist (CHG) licensed in the State of California. The specific responsibilities for implementation of the main components noted previously are as follows:

(1) *Groundwater Levels and Land Subsidence* – Mapes Ranch will retain the services of a professional certified third party for collecting groundwater level measurements at on-site wells. This data will be used in evaluating any potential effects of groundwater pumping on overall groundwater levels and land subsidence. In addition, a pre- and post-pilot study pumping land elevation survey will be performed to measure and quantify land subsidence, if any.

(2) *Water Quality* – Mapes Ranch will retain the services of a professional certified third party for the collection, storage, review and transmission of pH, electrical conductivity (**EC**), flow, and grab sample water quality data from the POD, as well as upstream and downstream locations in the Tuolumne River consistent with this Plan.

Mapes Ranch or the consultant will report test results to DPWD on a monthly basis so that relevant regulatory and permitting standards are being met. Should water quality testing from individual wells become necessary, Mapes Ranch will be responsible for the installation, calibration and maintenance sampling ports on individual wells so that quality samples can be collected from each well.

Environmental Checklist

As described in the attached Environmental Checklist, the Project would result in less than significant environmental impacts. Therefore, an IS/MND is the appropriate document for compliance with the requirements of CEQA. This IS/MND conforms to these requirements and to the content requirements of State CEQA Guidelines Section 15071.

Figure 1. Location Map.

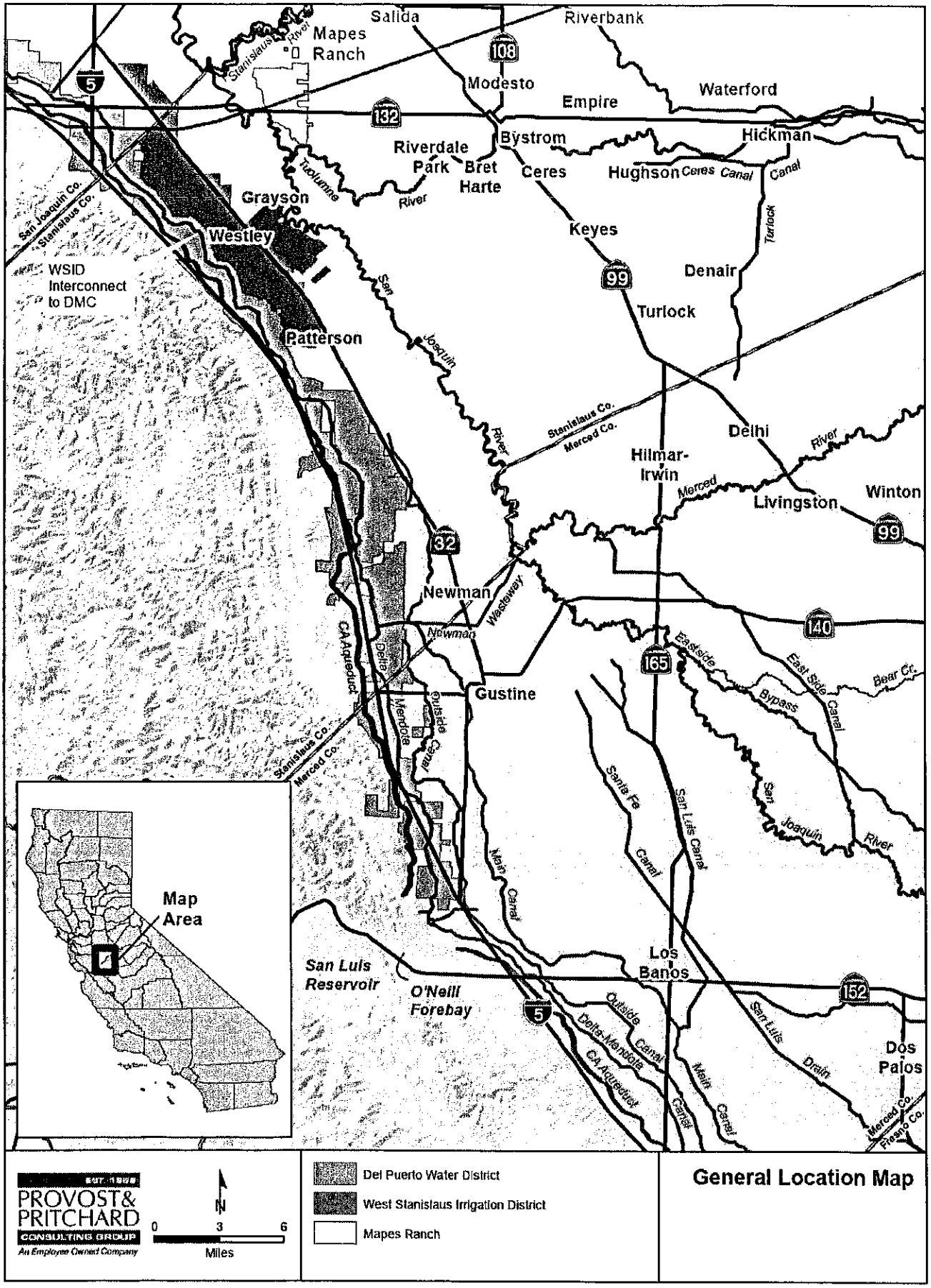

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Figure 2. Well Field Map.

EST. 1968
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An Employee Owned Company

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0 0.5 1
Miles

- Wells
- Mapes Ranch
- Waterway
- POD-Mapes Point of Delivery

Mapes Ranch

Well Location Map

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ENVRIONMENTAL CHECKLIST

CONVEYANCE AND STORAGE OF WATER FROM MAPES RANCH TO DEL PUERTO WATER DISTRICT

1. Project Title:	Conveyance and Storage of Water from Mapes Ranch to Del Puerto Water District
2. Lead Agency Name and Address:	Del Puerto Water District PO Box 1596 Patterson, CA 95363-1596
3. Contact Person and Phone Number:	Anthea G. Hansen, General Manager (209) 892-4470
4. Project Location:	Stanislaus County
5. Project Sponsors Name & Address: (Responsible Agency)	West Stanislaus Irrigation District PO Box 37 Westley, CA 95387
6. General Plan Designation:	N.A.
7. Zoning	Agricultural.

8. Description of Project:
Del Puerto Water District DPWD is a Central Valley Project (CVP) Contractor located on the west side of the San Joaquin Valley, south of the Sacramento-San Joaquin River Delta (Delta). DPWD's water supplies have been reduced in recent years because of regulatory limitations and adverse hydrologic conditions. As a result, DPWD is pursuing additional supplies for their agricultural customers.

Lyons Land Management, L.P. and Mapes Ranch L.P. are private parties that own land in Stanislaus County near the confluence of the San Joaquin and Tuolumne Rivers that is referred to as the Mapes Ranch. Mapes Ranch has agreed to pump and transfer up to 10,000 acre-feet of groundwater to DPWD over the next twelve months. The groundwater would be pumped from the Ranch and discharged into the Tuolumne River, where it would flow downstream to the SJR. Water would then be pumped from the SJR at the West Stanislaus Irrigation District (WSID) intakes. WSID would pump and convey up to 35 cubic feet per second (cfs), measured by San Luis & Delta-Mendota Water Authority (SLDMWA) at the discharge to the Delta-Mendota Canal (DMC), where it would be delivered to DPWD. DPWD would then divert the water at their various intake points in Stanislaus County. Conveyance losses of 5% would be assessed in the DMC.

The Project would utilize existing facilities and no new infrastructure, modifications of facilities, or ground disturbing activities would be needed for movement of this water. No native or untilled land (fallow for three years or more) would be cultivated with water involved with the Project.

9. **Surrounding Land Uses and Setting**: DPWD includes approximately 45,000 acres of productive farmland with an estimated production value of over $213 million gross farm dollars annually in Stanislaus, San Joaquin and Merced Counties

Mapes Ranch is a 4,800-acre diversified farming and cattle operation producing almonds, walnuts, wheat, tomatoes, alfalfa, corn, grapes, oats, and beans.

10. **Other agencies whose approval is required:** The Project would require the execution of agreements with WSID and the United States Bureau of Reclamation for the conveyance of the water.

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED: The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

☐ Aesthetics	☐ Agriculture Resources	☐ Air Quality
☐ Biological Resources	☐ Cultural Resources	☐ Geology/Soils
☐ Greenhouse Gas Emissions	☐ Hazards & Hazardous Materials	☐ Hydrology/Water Quality
☐ Land Use/Planning	☐ Mineral Resources	☐ Noise
☐ Population/Housing	☐ Public Services	☐ Recreation
☐ Transportation/Traffic	☐ Utilities/ Service Systems	☐ Mandatory Findings of Significance

Note that none of these factors represent a "Potentially Significant Impact" with the identified mitigation measures implemented.

DETERMINATION: On the basis of this initial evaluation:

☐ I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.

☒ I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.

☐ I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.

☐ I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.

☐ I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

_____	_____
Signature	Date
Anthea G. Hansen	General Manager, Del Puerto Water District
Printed Name	Title

ENVIRONMENTAL CHECKLIST FORM

Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
1. AESTHETICS. Would the project:				
a) Have a substantial adverse effect on a scenic vista?	☐	☐	☐	☒
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	☐	☐	☐	☒
c) Substantially degrade the existing visual character or quality of the site and its surroundings?	☐	☐	☐	☒
d) Create a new source of substantial light or glare, which would adversely affect day or nighttime views in the area?	☐	☐	☐	☒

a) **No Impact.** There are no scenic vistas near the Project area.

b) **No Impact.** There are no scenic resources near the Project area.

c) **No Impact.** The Project will allow the existing agricultural uses to continue. No degradation of the existing visual character or quality of the site and its surroundings will occur as a result of the Project.

d) **No Impact.** The Project will allow the existing agricultural uses to continue No new sources of light or glare would be created as a result of the Project.

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
2. AGRICULTURE AND FOREST RESOURCES. In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. Would the project:				
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	☐	☐	☐	☒

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?	☐	☐	☐	☒
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined by Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?	☐	☐	☐	☒
d) Result in the loss of forest land or conversion of forest land to non-forest use?	☐	☐	☐	☒
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?	☐	☐	☐	☒

a), e) **No Impact.** The Project will allow the existing agricultural uses to continue. No agricultural resources would be converted to non-agricultural use as a result of the Project.

b) **No Impact.** The Project will allow the existing agricultural uses to continue. No zoning or Williamson Act contract changes will occur as a result of the Project.

c), d) **No Impact.** The Project area does not include forest land.

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
3. **AIR QUALITY.** Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:				
a) Conflict with or obstruct implementation of the applicable air quality plan?	☐	☐	☐	☒
b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?	☐	☐	☐	☒
c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing	☐	☐	☐	☒

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
emissions which exceed quantitative thresholds for ozone precursors)?				
d) Expose sensitive receptors to substantial pollutant concentrations?	☐	☐	☐	☒
e) Create objectionable odors affecting a substantial number of people?	☐	☐	☐	☒

a) **No Impact.** The Project will allow the existing agricultural uses to continue. Agricultural production at its current level, degree, and intensity as currently occurs would not conflict with or obstruct the implementation of the air quality management standards set by the San Joaquin Valley Air Pollution Control District and the California Air Resources Board.

b) **No Impact.** The Project will allow the existing agricultural uses to continue. Agricultural production at its current level, degree, and intensity as currently occurs would not violate the existing air quality management standards set by the San Joaquin Valley Air Pollution Control District and the California Air Resources Board.

c) **No Impact.** The Mapes Ranch recovery wells and WSID's intake pumps are electrically powered and their use will not result in a considerable net increase in criteria pollutants.

d) **No Impact.** The Mapes Ranch recovery wells and WSID's intake pumps are electrically powered and their use will not expose sensitive receptors to substantial pollutant concentrations.

e) **No Impact.** The Mapes Ranch recovery wells and WSID's intake pumps are electrically powered and their use will not create objectionable odors.

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
4. BIOLOGICAL RESOURCES. Would the project:				
a) Have a substantial adverse effect, either directly or through habitat modifications, or any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?	☐	☐	☐	☒
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or US Fish and Wildlife Service?	☐	☐	☐	☒
	☐	☐	☐	☒

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?				
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	☐	☐	☐	☒
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	☐	☐	☐	☒
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan or other approved local, regional, or state habitat conservation plan?	☐	☐	☐	☒

a) **No Impact.** The Project will allow the existing agricultural uses to continue. No effects on protected species will occur as a result of the Project.

b) **No Impact.** The water involved in the Project will be introduced upstream of and then diverted at the WSID intake facility. As such, SJR flows downstream of the WSID intakes will remain the same. No effects on any riparian habitat or other sensitive natural community will occur as a result of this Project.

c) **No Impact.** The water involved in the Project will be introduced upstream of and then diverted at the WSID intake facility. As such, SJR flows downstream of the WSID intakes will remain the same. No effects on federally protected wetlands will occur as a result of this Project.

d) **No Impact.** The water involved in the Project will be introduced upstream of and then diverted at the WSID intake facility. As such, SJR flows downstream of the WSID intakes will remain the same. No effects on any native resident or migratory fish or wildlife species or on established native resident or migratory wildlife corridors, or on the use of native wildlife nursery sites will occur as a result of this Project.

e) **No Impact.** The Project will allow the existing agricultural uses to continue. No conflict with any local policies or ordinances protecting biological resources will occur as a result of this Project.

f) **No Impact.** The Project will allow the existing agricultural uses to continue. No conflict with any Habitat Conservation Plan, Natural Community Conservation Plan or other approved local, regional, or state habitat conservation will occur as a result of this Project.

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
5. CULTURAL RESOURCES. Would the project:				
a) Cause a substantial adverse change in the significance of a historical resource as defined in §15064.5?	☐	☐	☐	☒
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?	☐	☐	☐	☒
c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	☐	☐	☐	☒
d) Disturb any human remains, including those interred outside of formal cemeteries?	☐	☐	☐	☒

a) **No Impact.** The Project will allow the existing agricultural uses to continue. Farming operations such as plowing, planting, and harvesting would continue to take place on land where surface disturbing activities have continuously occurred for many years. Therefore, there would be no changes in the significance of historical resources as a result of the Project.

b) **No Impact.** The Project will allow the existing agricultural uses to continue. Farming operations such as plowing, planting, and harvesting would continue to take place on land where surface disturbing activities have continuously occurred for many years. Therefore, there would be no changes in the significance of archaeological resources as a result of the Project.

c) **No Impact.** The Project will allow the existing agricultural uses to continue. Farming operations such as plowing, planting, and harvesting would continue to take place on land where surface disturbing activities have continuously occurred for many years. Therefore, there would be no destruction of paleontological resources as a result of the Project.

d) **No Impact.** The Project will allow the existing agricultural uses to continue. Farming operations such as plowing, planting, and harvesting would continue to take place on land where surface disturbing activities have continuously occurred for many years. Therefore, there would be no disturbances of human remains as a result of the Project.

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
6. GEOLOGY AND SOIL. Would the project:				
a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury or death involving:				
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issues by the State Geologist for the	☐	☐	☐	☒

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.				
ii) Strong seismic ground shaking?	☐	☐	☐	☒
iii) Seismic-related ground failure, including liquefaction?	☐	☐	☐	☒
iv) Landslides?	☐	☐	☐	☒
b) Result in substantial soil erosion or the loss of topsoil?	☐	☐	☐	☒
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on-or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	☐	☐	☐	☒
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?	☐	☐	☐	☒
e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?	☐	☐	☐	☒

a) **No Impact.** The Project will allow the existing agricultural uses to continue. No effects people or structures will occur as a result of the Project.

b) **No Impact.** The Project will allow the existing agricultural uses to continue. No erosion or loss of topsoil will occur as a result of the Project.

c) **No impact.** Land subsidence in the San Joaquin Valley has been documented for more than 90 years and recent investigations using satellite imagery indicate continuing problems in some areas. However, subsidence is not a significant issue in Modesto Subbasin. The results of a subsidence study conducted by the USGS (Faunt et al., 2015) in the San Joaquin Valley from 2008 to 2010 shows that subsidence did not occur within Modesto Subbasin during this time period. Third party licensed consultants have been monitoring subsidence periodically on Mapes Ranch for the past 6 years and have not observed any subsidence of significance beyond de minimis values that are well within the margin of error range of the equipment used.

d) **No Impact.** The Project will allow the existing agricultural uses to continue. No risks to life or property from construction activities on expansive soils will occur as a result of this Project.

e) **No Impact.** There are no septic tanks and wastewater disposal systems in the Project area.

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
7. GREENHOUSE GAS EMISSIONS. Would the project:				
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	☐	☐	☒	☐
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	☐	☐	☐	☒

a) **Less Than Significant Impact.** The recovery wells used in this Project are all electric. The electricity used to power the pumps could come from a variety of sources, including hydropower, landfill gas or burning of traditional fossil fuels. The scenario with the highest emissions of GHG would be the case where 100% of the power is produced from fossil fuels. In a previous EA conducted for a similar action (EA 13-035), Extrapolating Reclamation's calculations, it is estimated that pumping of 10,000 AF by WSID could produce a maximum of 1,867 metric tons of GHG (EA 13-035). That amount is below the reporting threshold of 25,000 metric tons established by EPA, and pumping the volume of water involved with this Project would similarly be expected to be below the threshold. Accordingly, the Project would result in below *de minimis* impacts to global climate change.

b) **No Impact.** The continued operation of the wells will not conflict with any plans, policies, or regulations adopted to reduce greenhouse gas emissions.

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
8. HAZARDS AND HAZARDOUS MATERIALS. Would the project:				
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	☐	☐	☐	☒
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	☐	☐	☐	☒
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	☐	☐	☐	☒
d) Be located on a site which is included on a list of hazardous materials sites compiled	☐	☐	☐	☒

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?				
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?	☐	☐	☐	☒
f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?	☐	☐	☐	☒
g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	☐	☐	☐	☒
h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?	☐	☐	☐	☒

a) **No Impact.** The Project does not involve the transportation, use, or disposal of hazardous materials.

b) **No Impact.** The Project does not involve the release of hazardous materials.

c) **No Impact.** The Project is not located near a school.

d) **No Impact.** The Project is not located near a hazardous materials site.

e) **No Impact.** The Project is not located within an airport land use plan or within two miles of a public airport.

f) **No Impact.** While there is an airstrip on Mapes Ranch and an airstrip on Cox Road across the river, there would be no safety hazards created by the Project.

g) **No Impact.** The Project is not included in an emergency response or evacuation plan.

h) **No Impact.** The Project is not located near an area subject to wildland fires and is not adjacent to urbanized areas.

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
9. HYDROLOGY AND WATER QUALITY. Would the project:				
a) Violate any water quality standards or waste discharge requirements?	☐	☒	☐	☐
b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted?	☐	☒	☐	☐
c) Substantially alter the existing drainage pattern of the site or area, including through the alternation of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?	☐	☐	☐	☒
d) Substantially alter the existing drainage pattern of the site or area, including through the alternation of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?	☐	☐	☐	☒
e) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?	☐	☐	☐	☒
f) Otherwise substantially degrade water quality?	☐	☒	☐	☐
g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?	☐	☐	☐	☒
h) Place within a 100-year flood hazard area structures which would impede or redirect flood flows?	☐	☐	☐	☒
i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?	☐	☐	☐	☒
j) Inundation by seiche, tsunami, or mudflow?	☐	☐	☐	☒

a), f) **Less than significant impact with mitigation incorporated.** While water quality in the SJR would be slightly improved as the EC of the groundwater is expected to be lower than in that of the

SJR water at the discharge from the Mapes Ranch, there is the potential that the water quality could degrade over time. While the EC of the SJR water is slightly higher than the water in the DMC, it is well below the water quality standards established by Reclamation for introduction of groundwater into the upper DMC, so the introduction of SJR water at the anticipated rate is not expected to have an adverse effect on downstream users.

Third-party licensed consultant will test the water quality at the point of delivery into the Tuolumne River to ensure that all deliveries are of acceptable water quality for introduction to the Delta-Mendota Canal. Testing will occur at the time of initial introduction and once a month until pumping ceases. Mapes Ranch will reduce or curtail pumping for the Project should adverse impacts to the receiving water quality become apparent.

b) **Less than significant impact with mitigation incorporated.** As noted earlier, the aquifers that the well field pumps from are not believed to be in overdraft as water levels in the area have remained relatively constant over many years, but increases in pumping could change that depending upon the volumes of water pumped and the changing hydrologic sources of recharge both as a result of increased pumping and as a result of changes in local stream flows.

Third-party licensed consultant will provide the depth to groundwater in every well before pumping commences and once a month until pumping ceases. Mapes Ranch will reduce or curtail pumping for the Project should adverse impacts to the groundwater aquifer become apparent.

c), d) **No Impact.** The Project will allow the existing agricultural uses to continue. No drainage impacts from erosion, siltation, or on- and off-site flooding will occur as a result of this Project.

e) **No Impact.** No changes to runoff water will occur as a result of the Project.

g), h) **No Impact.** There are no housing or structures to be affected by this Project.

i), j) **No Impact.** There will be no flooding or inundation by seiche, tsunami, or mudflow as a result of this Project.

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
10. LAND USE AND PLANNING. Would the project:				
a) Physically divide an established community?	☐	☐	☐	☒
b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?	☐	☐	☐	☒
c) Conflict with any applicable habitat conservation plan or natural community conservation plans?	☐	☐	☐	☒

a) **No Impact.** There are no established communities that will be divided as a result of this Project.

b) **No Impact.** The Project will allow the existing agricultural uses to continue. There will be no land use changes as a result of this Project.

c) **No Impact.** The Project will allow the existing agricultural uses to continue. No conflicts with habitat conservation plans or natural community conservation plans will occur as a result of the Project.

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
11. MINERAL RESOURCES. Would the project:				
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	☐	☐	☐	☒
b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?	☐	☐	☐	☒

a), b) **No Impact.** There are no mining activities that would be affected by the Project.

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
12. NOISE. Would the project result in:				
a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	☐	☐	☐	☒
b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?	☐	☐	☐	☒
c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?	☐	☐	☐	☒
d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?	☐	☐	☐	☒
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport and public use airport, would the project	☐	☐	☐	☒

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
expose people residing or working in the project area to excessive noise levels?				
f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?	☐	☐	☐	☒

a) - f) **No Impact.** The Project area is relatively isolated, with little immediately adjacent commercial or agricultural activity. There will be no changes to ambient noise levels as a result of the Project.

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
13. POPULATION AND HOUSING. Would the project:				
a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	☐	☐	☐	☒
b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?	☐	☐	☐	☒
c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?	☐	☐	☐	☒

a) - c) **No Impact.** The Project will allow the existing agricultural uses to continue. The Project does not provide a firm water source that could induce growth in DPWD. There would be no impacts to population and housing as a result of this Project.

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
14. PUBLIC SERVICES.				
a) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause				

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				
Fire Protection?	☐	☐	☐	☒
Police Protection?	☐	☐	☐	☒
Schools?	☐	☐	☐	☒
Parks?	☐	☐	☐	☒
Other public facilities?	☐	☐	☐	☒

a) **No Impact.** The Project does not involve the construction of government facilities.

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
15. RECREATION.				
a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	☐	☐	☐	☒
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?	☐	☐	☐	☒

a) - b) The Project does not involve the use or construction of recreational facilities.

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
16. TRANSPORTATION/TRAFFIC. Would the project:				
a) Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and	☐	☐	☐	☒

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?				
b) Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?	☐	☐	☐	☒
c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?	☐	☐	☐	☒
d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	☐	☐	☐	☒
e) Result in inadequate emergency access?	☐	☐	☐	☒
f) Conflict with adopted policies, plans or programs supporting alternative transportation (e.g.. bus turnouts, bicycle racks)?	☐	☐	☐	☒

a) - f) **No Impact.** The Project does not involve the design or construction of roads, will not induce traffic, or create a demand for parking.

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
17. UTILITIES AND SERVICE SYSTEMS. Would the project:				
a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?	☐	☐	☐	☒
b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	☐	☐	☐	☒
c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of	☐	☐	☐	☒

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
which could cause significant environmental effects?				
d) Have sufficient water supplies available to serve the project from existing entitlements and resources or are new or expanded entitlements needed?	☐	☐	☐	☒
e) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	☐	☐	☐	☒
f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?	☐	☐	☐	☒
g) Comply with federal, state, and local statues and regulations related to solid waste?	☐	☐	☐	☒

a) - g) **No Impact.** The Project does not involve wastewater treatment, and does not generate solid waste.

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
18. MANDATORY FINDINGS OF SIGNIFICANCE.				
a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	☐	☒	☐	☐
b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?	☐	☐	☒	☐

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	☐	☐	☒	☐

a) **Less than significant with mitigation incorporated.** The project proponents have developed a Monitoring Program (P&P 2021) for the Project. Work will be performed under the Monitoring Plan by Provost and Pritchard, or another third-party licensed California consultant to be selected by Mapes Ranch and approved by Del Puerto Water District. Said services will be performed under the direct supervision of a Provost & Pritchard Certified Hydrogeologist (CHG) licensed in the State of California. The specific responsibilities for implementation of the main components noted previously are as follows:

(3) *Groundwater Levels and Land Subsidence* – Mapes Ranch will retain the services of a professional certified third party for collecting groundwater level measurements at on-site wells. This data will be used in evaluating any potential effects of groundwater pumping on overall groundwater levels and land subsidence. In addition, a pre- and post-pilot study pumping land elevation survey will be performed to measure and quantify land subsidence, if any.

(4) *Water Quality* – Mapes Ranch will retain the services of a professional certified third party for the collection, storage, review and transmission of pH, electrical conductivity (EC), flow, and grab sample water quality data from the POD, as well as upstream and downstream locations in the Tuolumne River consistent with this Plan.

Should water quality testing from individual wells become necessary, Mapes Ranch will be responsible for the installation, calibration and maintenance sampling ports on individual wells so that quality samples can be collected from each well.

With these mitigation measures incorporated, the Project does not have the potential to significantly degrade the quality of the environment, including effects on animals or plants, or to eliminate historic or prehistoric resources.

b) **No Impact.** As discussed in the preceding sections, impacts resulting from the implementation of the Project would be less than significant.

c) **Less Than Significant Impact.** The Project would not directly or indirectly cause substantial adverse effects on human beings. Air quality, hazardous materials, or noise would be the only avenues through which the Project could have a substantial effect on human beings. However, all potential effects of the Project related to air quality, hazardous materials and noise are identified as having no impact. The impact analysis included in this IS/MND indicates that for all other resource areas, the Project would have no impact or no significant impact.

PROPOSED MITIGATED NEGATIVE DECLARATION

Lead Agency – DEL PUERTO WATER DISTRICT (DPWD)
STANISLAUS COUNTY, CALIFORNIA

Project Title: Transfer of Water from Mapes Ranch to Del Puerto Water District.

Project Description: Del Puerto Water District DPWD is a Central Valley Project (CVP) Contractor located on the west side of the San Joaquin Valley, south of the Sacramento-San Joaquin River Delta (Delta). DPWD's water supplies have been reduced in recent years because of regulatory limitations and adverse hydrologic conditions. As a result, DPWD is pursuing additional supplies for their agricultural customers.

Lyons Land Management, L.P. and Mapes Ranch L.P. are private parties that own land in Stanislaus County near the confluence of the San Joaquin and Tuolumne Rivers that is referred to as the Mapes Ranch. Mapes Ranch has agreed to pump and transfer up to 10,000 acre-feet of groundwater to DPWD over the next twelve months. The groundwater would be pumped from the Ranch and discharged into the Tuolumne River, where it would flow downstream to the San Joaquin River. Water would then be pumped from the SJR at the West Stanislaus Irrigation District (WSID) pumping station. WSID would pump and convey up to 35 cubic feet per second (cfs), measured by San Luis & Delta-Mendota Water Authority (SLDMWA) at the discharge to the Delta-Mendota Canal (DMC), where it would be delivered to DPWD. DPWD would then divert the water at its various intake points in Stanislaus County. Conveyance losses of 5% would likely be assessed in the DMC.

The Project would utilize existing facilities and no new infrastructure, modifications of facilities, or ground disturbing activities would be needed for movement of this water. No native or untilled land (fallow for three years or more) would be cultivated with water involved with the Project.

Project Location: Mapes Ranch is located east of the San Joaquin River, north of the Tuolumne River and south of the Stanislaus River across the river the community of Vernalis.

DPWD is located along the west side of the San Joaquin Valley and extends from Vernalis to Santa Nella.

Environmental Finding: Although non-physical projects may contribute directly or indirectly toward a cumulative impact on the physical environment, no significant incremental effects have been identified by this action (Project) toward such a cumulative effect because the evaluation of environmental factors (as supported in the environmental checklist form) indicated no significant impacts.

After a thorough review of the Project, it has been determined that with the identified mitigation measures implemented, less than significant environmental effects will result from the implementation of the Project, and therefore, it is recommended that a Mitigated Negative Declaration be proposed.

Mitigation Measures: The project proponents have developed a Monitoring Program (P&P 2021) for the Project. Work will be performed under the Monitoring Plan by Provost and Pritchard, or another third-party licensed California consultant to be selected by Mapes Ranch and approved by Del Puerto Water District. Said services will be performed under the direct supervision of a Provost & Pritchard Certified Hydrogeologist (CHG) licensed in the State of California. The specific responsibilities for implementation of the main components noted previously are as follows:

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(1) *Groundwater Levels and Land Subsidence* – Mapes Ranch will retain the services of a professional certified third party for collecting groundwater level measurements at on-site wells. This data will be used in evaluating any potential effects of groundwater pumping on overall groundwater levels and land subsidence. In addition, a pre- and post-pilot study pumping land elevation survey will be performed to measure and quantify land subsidence, if any.

(2) *Water Quality* – Mapes Ranch will retain the services of a professional certified third party for the collection, storage, review and transmission of pH, electrical conductivity (**EC**), flow, and grab sample water quality data from the POD, as well as upstream and downstream locations in the Tuolumne River consistent with this Plan.

Should water quality testing from individual wells become necessary, Mapes Ranch will be responsible for the installation, calibration and maintenance sampling ports on individual wells so that quality samples can be collected from each well.

This Mitigated Negative Declaration was prepared pursuant to the California Environmental Quality Act. A copy of the Initial Study upon which this Mitigated Negative Declaration was based is available upon request at the District office on 17840 Ward Ave., Patterson, CA 95363.

Submitted by:

Anthea G. Hansen

Anthea G. Hansen, General Manager
Del Puerto Water District

6/16/2021

Date

VI. B

Temporary Warren Act Contract – Year 2021 - 2022
Irrigation Only
Contract No. 21-WC-20-5818

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
Delta Division and San Luis Unit, Central Valley Project, California

TEMPORARY CONTRACT BETWEEN THE UNITED STATES AND DEL PUERTO WATER DISTRICT PROVIDING FOR STORAGE AND/OR CONVEYANCE OF NON-PROJECT WATER

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UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
Delta Division and San Luis Unit, Central Valley Project, California

TEMPORARY CONTRACT BETWEEN THE UNITED STATES
AND
DEL PUERTO WATER DISTRICT
PROVIDING FOR STORAGE AND/OR CONVEYANCE OF NON-PROJECT WATER

THIS CONTRACT, made this _____ day of _____, 2021, pursuant to the Act of June 17, 1902 (32 Stat. 388), and acts amendatory thereof or supplementary thereto, including the Act of February 21, 1911 (36 Stat. 925), and Section 305 of the Reclamation States Emergency Drought Relief Act of 1991, enacted March 5, 1992, (106 Stat. 59), all collectively hereinafter referred to as the Federal Reclamation laws, between the UNITED STATES OF AMERICA, hereinafter referred to as the United States, represented by the officer executing this Contract, hereinafter referred to as the Contracting Officer, and DEL PUERTO WATER DISTRICT, hereinafter referred to as the Contractor;

WITNESSETH, That:

EXPLANATORY RECITALS

[1st] WHEREAS, the United States has constructed and is operating the Central Valley Project, California, for diversion, storage, carriage, distribution and beneficial use, for flood control, irrigation, municipal, domestic, industrial, fish and wildlife mitigation, protection and restoration, generation and distribution of electric energy, salinity control, navigation and other beneficial uses, of waters of the Sacramento River, the American River, the Trinity River, and the San Joaquin River and their tributaries; and

[2nd] WHEREAS, the Contractor asserts a right to a Non-Project Water supply as described in Exhibit C, for Irrigation purposes and has requested the United States store and/or convey said Non-Project Water through Excess Capacity in the Delta-Mendota Canal and associated facilities, features of the Delta Division and San Luis Unit, Central Valley Project; and

[3rd] WHEREAS, the United States is willing to convey said Non-Project Water to the Contractor through Excess Capacity in said Project Facilities in accordance with the terms and conditions hereinafter stated; and

[4th] WHEREAS, pursuant to the terms and conditions of this Contract and in accordance with Section 14 of the Reclamation Project Act of 1939, the United States is willing to store and/or convey Non-Project Water in the San Luis Reservoir to the Contractor via an exchange of Project Water in the Delta-Mendota Canal; and

[5th] WHEREAS, the Contractor is required to notify the San Luis & Delta-Mendota Water Authority when Non-Project Water is introduced into the Delta-Mendota Canal. If the water to be scheduled into the Delta-Mendota Canal is for the Contractor's direct use, then the Contractor, when notifying the San Luis & Delta-Mendota Water Authority of this scheduled water, will send an informal copy of that notice to Central Valley Operations;

[6th] WHEREAS, if the introduction of Non-Project Water into the Delta-Mendota Canal by the Contractor triggers the use of the Delta-Mendota Canal/California Aqueduct Intertie (Intertie), Reclamation will charge the open Letter of Agreement between the Contractor and Reclamation that is associated with this Contract with any costs incurred with the use of the Intertie;

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[7th] WHEREAS, the environmental compliance requirements for the execution of this Contract have been met by Environmental Assessment Number CGB-EA-2021-035 entitled "Warren Act Contract for Conveyance and Storage of Groundwater from Mapes Ranch to Del Puerto Water District," which resulted in a Finding of No Significant Impact Number CGB-FONSI-2021-035 dated July 1, 2021;

NOW, THEREFORE, in consideration of the covenants herein contained, the parties agree as follows:

DEFINITIONS

1. When used herein unless otherwise distinctly expressed, or manifestly incompatible with the intent of the parties as expressed in this Contract, the term:

(a) "Calendar Year" shall mean the period January 1 through December 31, both dates inclusive;

(b) "Contracting Officer" shall mean the Secretary of the Interior's duly authorized representative acting pursuant to this Contract or applicable Reclamation law or regulation;

(c) "Contractor's Boundaries" shall mean the geographic area within which the Contractor is authorized to serve Non-Project Water as set forth on Exhibit A, which may be modified in accordance with Article 34, without amendment of this Contract;

(d) "Eligible Lands" shall mean all lands to which Irrigation Water may be delivered in accordance with Section 204 of the Reclamation Reform Act of 1982 (96 Stat. 1263), as amended;

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(e) "Excess Capacity" shall mean capacity in the Project Facilities in excess of that needed to meet the Project's authorized purposes, as determined solely by the Contracting Officer, which may be made available to store and/or convey and deliver Non-Project Water;

(f) "Full-Cost Lands" shall mean landholdings described in Sections 205(a)(3) and 202(3) of the RRA;

(g) "Incremental Fee" shall mean the fee, as set forth in Exhibit B, to be paid to the United States pursuant to the acreage limitation provisions of the Federal Reclamation laws for Non-Project Water conveyed through Project Facilities that will be used to irrigate Ineligible Lands;

(h) "Ineligible Lands" shall mean all lands to which Irrigation Water may not be delivered in accordance with Section 204 of the RRA;

(i) "Irrigation Water" shall mean the use of Project Water to irrigate land primarily for the production of commercial agricultural crops or livestock, and domestic and other uses that are incidental thereto;

(j) Omitted;

(k) "Non-Project Water" shall mean water acquired by or available to the Contractor from the source(s) identified in Exhibit C that has not been appropriated or acquired by the United States;

(l) "Operating Non-Federal Entity" shall mean the non-Federal entity that has the obligation pursuant to a separate agreement with the United States to operate and maintain all or a portion of the Project Facilities, and which may have funding obligations with respect thereto;

(m) "Project" shall mean the Central Valley Project, owned by the United States and managed by the Department of the Interior, Bureau of Reclamation;

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(n) "Project Facilities" shall mean the Delta-Mendota Canal, O'Neill Forebay, San Luis Reservoir and associated facilities, constructed as features of the Delta Division and San Luis Unit, Central Valley Project;

(o) "Project-Use Power" is that electrical energy, and its associated ancillary service components, required to provide the full electrical service needed to operate and maintain Project Facilities, and to provide electric service for Project purposes and loads in conformance with the Reclamation Project authorization. Project-Use Power is not available to pump Non-Project Water, to operate pumps that were not built as Federal facilities as part of the Project, to pump Project Water outside the authorized service area, or provide for on-farm uses;

(p) "Project Water" shall mean all water that is developed, diverted, stored, or delivered by the Secretary in accordance with the statutes authorizing the Project and in accordance with the terms and conditions of water rights acquired pursuant to California law;

(q) "Rates" shall mean the amount to be paid to the United States by the Contractor, as set forth in Exhibit B, for the use of Excess Capacity in the Project Facilities made available pursuant to this Contract;

(r) "RRA" shall mean the Reclamation Reform Act of October 12, 1982 (96 Stat. 1263), as amended;

(s) "Secretary" shall mean the Secretary of the Interior, a duly appointed successor, or an authorized representative acting pursuant to any authority of the Secretary and through any agency of the Department of the Interior; and

(t) "Year" shall mean the period from and including March 1 of the Calendar Year through the last day of February of the following Calendar Year.

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TERM OF CONTRACT

2. This Contract shall become effective on the date hereinabove written and shall remain in effect through July 31, 2022: *Provided*, That upon written notice to the Contractor, this Contract may be terminated by the Contracting Officer at an earlier date, if the Contracting Officer determines that the Contractor has not been complying with one or more terms or conditions of this Contract.

INTRODUCTION, STORAGE AND/OR CONVEYANCE, AND DELIVERY OF NON-PROJECT WATER

3. (a) During the term of this Contract, the Contractor may introduce into Project Facilities up to 10,000 acre-feet of Non-Project Water from the source(s) identified in Exhibit C into the Project Facilities at milepost 31.31L of the Delta-Mendota Canal. The United States or the designated Operating Non-Federal Entity shall convey Non-Project Water through Excess Capacity in the Project Facilities from said point of introduction and/or said point(s) of delivery as described in Exhibit C. *Provided*, That the quantity of Non-Project Water to be delivered to the Contractor, via an operational exchange of Non-Project Water for Project Water by Reclamation from Project Facilities shall not exceed the quantity of Non-Project Water previously introduced into the Project Facilities by the Contractor at said point(s) of introduction, less 5 percent for conveyance losses.

(b) Exhibit C may be modified or replaced by mutual agreement of the Contractor and the Contracting Officer to reflect changes to the source(s) of Non-Project Water without amendment of this Contract: *Provided*, however, That no such modification or replacement shall be approved by the Contracting Officer absent the completion of all appropriate environmental documentation, including but not limited to documents prepared

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pursuant to the National Environmental Policy Act of 1969 (NEPA) and the Endangered Species Act of 1973 (ESA), as amended.

(c) All Non-Project Water stored and/or conveyed and delivered to the Contractor pursuant to this Contract shall be used for Irrigation use.

(d) Prior to the introduction of Non-Project Water into the Project Facilities, the Contractor shall submit a schedule to the Contracting Officer and the designated Operating Non-Federal Entity showing the quantities of Non-Project Water to be introduced into the Project Facilities, and the desired time or times for delivery of said Non-Project Water: *Provided*, That the Contractor is not required to initially schedule delivery of the maximum quantity of Non-Project Water for which the Contractor desires conveyance during the term of this Contract. The initial schedule and any revision(s) thereof shall be in a form acceptable to the Contracting Officer and shall be submitted at such times and in such manner as determined by the Contracting Officer. The Contractor shall not introduce Non-Project Water into the Project Facilities unless and until the schedule and any revision(s) thereof have been approved by the Contracting Officer.

(e) All Non-Project Water remaining in the Project Facilities after 30 days from the date of introduction or upon expiration or termination of this Contract shall be deemed to be unused water donated to the United States for Project purposes. Further, all Non-Project Water made available for delivery to the Contractor from the Project Facilities and not accepted by the Contractor shall be deemed to be unused water donated to the United States for Project purposes.

(f) Unless otherwise agreed to in writing by the Contracting Officer, the Non-Project Water shall be introduced into and delivered to the Contractor through existing Project

Facilities. If temporary inflow or delivery facilities are required to effectuate the introduction of Non-Project Water into the Project Facilities or the delivery of the Non-Project Water to the Contractor from the Project Facilities, the Contractor shall, at its own cost and expense obtain all appropriate environmental documents, necessary rights-of-way for such facilities, including the appropriate right of-use agreement(s) or other authorizations issued by the United States for any such facilities located on right-of-way for existing Project Facilities. The Contractor, at its own cost and expense, shall be responsible for providing, installing, operating, maintaining, repairing, replacing, and removing said inflow and delivery facilities. The Contractor hereby grants to the Contracting Officer and the Operating Non-Federal Entity access, for the purpose of this Contract, to all temporary inflow and delivery facilities installed by the Contractor.

(g) The introduction, storage, conveyance, and delivery of Non-Project Water pursuant to this Contract will not be supported with Project-Use Power. If electrical power is required to convey or pump the Non-Project Water into, through or from the Project Facilities, the Contractor shall: (i) be responsible for the acquisition and payment of all electrical power and associated transmission service charges, and provide a copy of a power contract and copies of payment documents to the Contracting Officer as evidence that such electrical power has been contracted and paid for prior to the introduction, storage, conveyance, and delivery of any Non-Project Water; and/or (ii) prior to the introduction, storage, conveyance, and delivery of any Non-Project Water, enter into a letter of agreement with the United States that provides for the payment of all actual energy costs and fees incurred in the introduction, storage, conveyance and delivery of the Non-Project Water.

(h) The Contractor shall have no rights to any benefits from incidental power generation that may result from the conveyance of the Non-Project Water through Excess Capacity in the Project Facilities authorized pursuant to this Contract.

(i) The introduction of Non-Project Water into the Project Facilities by the Contractor shall be conditioned upon compliance by the Contractor with the environmental measures described in the environmental documentation prepared in connection with the execution of this Contract and with the terms of the applicable operations procedures approved by the Contracting Officer.

MEASUREMENT OF NON-PROJECT WATER

4. (a) All Non-Project Water shall be measured and recorded at the point(s) of introduction and point(s) of delivery established pursuant to Article 3 herein with measurement devices acceptable to the Contracting Officer and the methods used to make such measurements shall be in accordance with sound engineering practices.

(b) Unless otherwise agreed to in writing by the Contracting Officer, the Contractor, at its own cost and expense, shall be responsible for providing, installing, operating, maintaining, repairing, replacing, and removing all measurement devices required under this Contract in accordance with any right of-use agreement(s) or other requisite authorization(s) issued by the United States. The Contractor shall be responsible for all costs associated with the issuance of such right-of-use agreement(s) and authorization(s).

(c) The Contractor shall maintain accurate records of the quantity of Non-Project Water, expressed in acre-feet, introduced into and delivered from Project Facilities at said authorized point(s) of introduction and delivery and shall provide such records to the

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Contracting Officer and the Operating Non-Federal Entity at such times and in such manner as determined by the Contracting Officer.

(d) Upon the request of either party to this Contract, the Contracting Officer shall investigate, or cause to be investigated by the Operating Non-Federal Entity, the accuracy of all measurements of Non-Project Water required by this Contract. If the investigation discloses errors in the recorded measurements, such errors shall be promptly corrected. If the investigation discloses that measurement devices are defective or inoperative, the Contracting Officer shall take any necessary actions to ensure that the responsible party makes the appropriate adjustments, repairs, or replacements to the measurement devices. In the event the Contractor, as the responsible party, neglects or fails to make such adjustments, repairs, or replacements to the measurement devices within a reasonable time and to the reasonable satisfaction of the Contracting Officer, the Contracting Officer may cause such adjustments, repairs, or replacements to be made and the costs thereof shall be charged to the Contractor and the Contractor shall pay said charges to the United States immediately upon receipt of a detailed billing. For any period of time during which accurate measurements of the Non-Project Water have not been made, the Contracting Officer shall consult with the Contractor and the Operating Non-Federal Entity prior to making a determination of the quantity of Non-Project Water introduced, stored, conveyed and delivered for that period of time and such determination by the Contracting Officer shall be final and binding on the Contractor.

OPERATION AND MAINTENANCE BY OPERATING NON-FEDERAL ENTITY

5. (a) The operation and maintenance (O&M) of a portion of the Project Facilities to be used to introduce, store, convey and deliver the Non-Project Water to the Contractor, and responsibility for funding a portion of the costs of such O&M, have been

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transferred from the United States to the San Luis & Delta-Mendota Water Authority, the designated Operating Non-Federal Entity, pursuant to a separate agreement, identified as Agreement No. 8-07-20-X0354, dated February 18, 2003 (Agreement). That separate agreement shall not interfere with or affect the rights or obligations of the Contractor or the United States hereunder.

(b) The Contractor may pay directly to the San Luis & Delta-Mendota Water Authority, or to any successor approved by the Contracting Officer under the terms and conditions of the separate agreement described in subdivision (a) of this Article 5, all Rates, charges, or assessments of any kind, including any assessment for reserve funds, that the San Luis & Delta-Mendota Water Authority or such successor determines, sets, or establishes for the O&M of the portion of the Project Facilities operated and maintained by the San Luis & Delta-Mendota Water Authority or such successor used to store and/or convey and deliver the Non-Project Water to the Contractor.

(c) For so long as the O&M of any portion of the Project Facilities used to convey and deliver the Non-Project Water to the Contractor is performed by the San Luis & Delta-Mendota Water Authority, or any successor thereto, the Contracting Officer shall adjust those components of the Rates for the Non-Project Water conveyed under this Contract by deleting the costs associated with the activity being performed by the San Luis & Delta-Mendota Water Authority or its successor.

(d) In the event the United States reassumes O&M of any portion of the Project Facilities from the Operating Non-Federal Entity, the Contracting Officer shall so notify the Contractor, in writing, and shall revise the Rates on Exhibit B to include the costs associated with the O&M activities reassumed by the United States. The Contractor shall, thereafter, in the

absence of written notification from the Contracting Officer to the contrary, pay the Rates, specified in the revised Exhibit B directly to the United States in compliance with Article 6 of this Contract.

PAYMENTS AND ADJUSTMENTS

6. (a) At the time the Contractor submits a schedule, or any revision(s) thereof pursuant to subdivision (d) of Article 3 of this Contract, the Contractor shall make an advance payment to the United States equal to the total amount payable pursuant to the applicable Rates shown on Exhibit B for each acre-foot of Non-Project Water to be introduced into the Project Facilities. Non-Project Water shall not be introduced into Project Facilities by the Contractor prior to such payment being received by the United States.

(b) In the event the quantity of water delivered to the Contractor exceeds the quantity of Non-Project Water authorized pursuant to subdivision (a) of Article 3 of this Contract, that additional amount of water shall be deemed Project Water delivered to the Contractor, and an equivalent quantity of water shall be deducted from the Contractor's Project Water supply available thereafter under that certain "Contract Between the United States and Del Puerto Water District Providing for Project Water Service From the Delta Division and Facilities Repayment," designated Contract No. 14-06-200-922-LTR1-P, dated September 29, 2020, and payment shall be made at the applicable rate identified on Exhibit B to said contract. The provisions of this subdivision are not exclusive and shall not prohibit the United States from exercising any other remedy, including the early termination of this Contract pursuant to Article 2 of this Contract.

(c) The amount of any overpayment by the Contractor by reason of the quantity of Non-Project Water introduced into the Project Facilities and stored and/or conveyed

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pursuant to this Contract, as conclusively determined by the Contracting Officer, having been less than the quantity which the Contractor otherwise under the provisions of this Contract would have been required to pay for, shall be applied first to any accrued indebtedness arising out of this Contract then due and owing to the United States by the Contractor. Any amount of such overpayment then remaining shall be refunded to the Contractor: *Provided, however*, That no refund shall be made by the United States to the Contractor for any quantity of Non-Project Water deemed to be unused water donated to the United States for Project purposes pursuant to subdivision (e) of Article 3 of this Contract.

(d) All payments made by the Contractor pursuant to subdivision (a) of this Article 6 shall be covered into the Reclamation Fund pursuant to Section 3 of the Act of February 21, 1911 (36 Stat. 925).

(e) The payment of the Rates set forth in this Article 6 for the use of Excess Capacity are exclusive of O&M costs to be paid directly to the Operating Non-Federal Entity by the Contractor, and any additional charges that the Contractor may assess its water users. In accordance with the Act of February 21, 1911 (36 Stat. 925), the Contractor may not impose on its water users any charge for the use of Excess Capacity that exceeds the total amount paid to the United States and to the Operating Non-Federal Entity: *Provided*, That the Contractor may also charge its water users such additional amounts as are necessary to cover the Contractor's reasonable administrative costs in contracting with the United States for the use of Excess Capacity in the Project Facilities.

MEDIUM FOR TRANSMITTING PAYMENTS

7. (a) All payments from the Contractor to the United States under this Contract shall be by the medium requested by the United States on or before the date payment is due. The required method of payment may include checks, wire transfers, or other types of payment specified by the United States.

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(b) Upon execution of the Contract, the Contractor shall furnish the Contracting Officer with the Contractor's taxpayer's identification number (TIN). The purpose for requiring the Contractor's TIN is for collecting and reporting any delinquent amounts arising out of the Contractor's relationship with the United States.

EXCESS CAPACITY

8. (a) The availability of Excess Capacity shall be determined solely by the Contracting Officer. Nothing contained in this Contract shall limit or preclude the United States from utilizing available capacity in the Project Facilities for the storage and conveyance of Project Water pursuant to Federal law, Reclamation law or policy, and existing contract(s); or for using Excess Capacity in the Project Facilities for the introduction, storage and/or conveyance of any other supplies of Non-Project Water.

(b) The Contracting Officer and the Operating Non-Federal Entity shall not be obligated to store and/or convey Non-Project Water during periods of maintenance or for other operating requirements.

(c) If at any time the Contracting Officer determines that there will not be Excess Capacity in the Project Facilities sufficient to allow the Non-Project Water to be introduced, stored, conveyed, and delivered in accordance with an approved schedule submitted by the Contractor, the Contracting Officer shall so notify the Contractor in writing. Within 24 hours of said notice, the Contractor shall revise its schedule accordingly.

(d) No provision of this Contract shall be construed in any way as a basis for the Contractor to establish a priority to or a permanent right to the use of Excess Capacity in the Project Facilities nor to set a precedent to obligate the United States to enter into contracts with any other entities or individuals for the storage and/or conveyance of Non-Project Water.

ACREAGE LIMITATION PROVISIONS

9. (a) The Non-Project Water introduced, stored, conveyed, and delivered pursuant to this Contract cannot be furnished to irrigate more than 160 acres of Eligible Lands owned directly or indirectly by any one person unless that person has become subject to the discretionary provisions of the RRA. The Rates for furnishing water to irrigate such Eligible Lands are identified as Irrigation Cost of Service, RRA Full Cost 202(3), and RRA Full Cost 205(a)(3) on Exhibit B.

(b) The Non-Project Water stored and/or conveyed pursuant to this Contract can be furnished to Ineligible Lands only if the Contractor pays the Incremental Fee specified on Exhibit B.

RECEIPT AND DISTRIBUTION OF NON-PROJECT WATER SALE, TRANSFER, OR EXCHANGE OF NON-PROJECT WATER

10. (a) The parties hereto acknowledge that this Contract does not grant any permission or entitlement to the Contractor to extract and/or divert Non-Project Water from the source(s) described on Exhibit C or to change the nature or place of use of its rights to said Non-Project Water in any way. It is the responsibility of the Contractor to comply with all applicable Federal, State, and local laws, rules and regulations, including, but not limited to, State water law in relation to the Non-Project Water. It is expressly understood by the parties that the United States is only providing storage and/or conveyance capacity for the Non-Project Water and does not claim any interest in the acquisition or use of the Non-Project Water beyond the terms specifically set forth in this Contract.

(b) The Contracting Officer makes no representations as to the accuracy of the description or of the validity of the Contractor's rights to the Non-Project Water described in Exhibit C.

(c) No sale, transfer, or exchange of Non-Project Water stored and/or conveyed under this Contract may take place without the prior written approval of the Contracting Officer.

WATER CONSERVATION

11. (a) Prior to the delivery of water provided from or conveyed through federally constructed or federally financed facilities pursuant to this Contract, the Contractor shall develop a water conservation plan consistent with the plans required by subsection 210(b) of the Reclamation Reform Act of 1982 and 43 C.F.R. 427.1 (Water Conservation Rules and Regulations).

(b) The parties hereto acknowledge and agree that pursuant to "Contract Between the United States and Del Puerto Water District Providing for Project Water Service From the Delta Division and Facilities Repayment," designated Contract No. 14-06-200-922-LTR1-P, dated September 29, 2020, the Contractor has implemented an effective water conservation plan that has been approved by the Contracting Officer. Said water conservation plan shall be deemed to meet the requirements of subdivision (a) of this Article 11: *Provided*, That the Contractor, prior to execution of this Contract, documents to the satisfaction of the Contracting Officer that the quantity of Non-Project Water to be stored and/or conveyed pursuant to this Contract has been included in its approved water conservation plan and that all Non-Project Water stored and/or conveyed pursuant to this Contract shall be subject to the same water conservation requirements as the Project Water under Contract No. 14-06-200-922-LTR1-P.

UNITED STATES NOT LIABLE

12. (a) The United States, its officers, agents and employees, including the Operating Non-Federal Entity, shall not be responsible for the control, care, or distribution of the Non-Project Water before it is introduced into or after it is delivered from the Project Facilities. It is specifically understood by the parties hereto that the United States is only providing storage and/or conveyance capacity for the Non-Project Water and does not claim any interest in the Non-Project Water beyond the terms specifically set forth in this Contract.

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(b) The Contractor shall indemnify and hold harmless the United States, its officers, agents and employees, and the Operating Non-Federal Entity, from any loss or damage and from any liability on account of personal injury, death, or property damage, or claims for personal injury, death, or property damage, of any nature whatsoever arising out of any actions or omissions of the Contractor, its directors, officers, agents, contractors, and employees, under this Contract, including the manner or method in which the Non-Project Water identified on Exhibit C is introduced into and delivered from the Project Facilities. The Contractor further releases the United States, its officers, agents and employees, and the Operating Non-Federal Entity, from every claim for injury to persons, death, or property damage, direct or indirect, resulting from the Contracting Officer's determination of the quantity of Excess Capacity available in the Project Facilities for storage and/or conveyance of the Contractor's Non-Project Water, the determination that the Non-Project Water introduced into Project Facilities must be terminated, and the elimination from Exhibit C of any source(s) of Non-Project Water. Nothing contained in this Article shall be construed as an assumption of liability by the Contractor with respect to such matters.

RULES, REGULATIONS, OPINIONS AND DETERMINATIONS

13. (a) The parties agree that the delivery of water or the use of Federal facilities pursuant to this contract is subject to Federal reclamation law, as amended and supplemented, and the rules and regulations promulgated by the Secretary of the Interior under Federal reclamation law.

(b) The Contracting Officer shall have the right to make determinations necessary to administer this Contract that are consistent with the provisions of this Contract, the laws of the United States and the State of California, and the rules and regulations promulgated by the Secretary. Such determinations shall be made in consultation with the Contractor to the extent reasonably practicable.

(c) Where the terms of this Contract provide for actions to be based upon the opinion or determination of either party to this Contract, said terms shall not be construed as

permitting such action to be predicated upon arbitrary, capricious, or unreasonable opinions or determinations. Both parties, notwithstanding any other provisions of this Contract, expressly reserve the right to seek relief from and appropriate adjustment for any such arbitrary, capricious, or unreasonable opinion or determination. Each opinion or determination by either party shall be provided in a timely manner. Nothing in subdivision (c) of this Article 13 is intended to or shall affect or alter the standard of judicial review applicable under Federal law to any opinion or determination implementing a specific provision of Federal law embodied in statute or regulation.

PROTECTION OF WATER AND AIR QUALITY

14. (a) Project facilities used to make available and deliver water to the Contractor shall be operated and maintained in the most practical manner to maintain the quality of the water at the highest level possible as determined by the Contracting Officer: *Provided, That* the United States does not warrant the quality of the water delivered to the Contractor and is under no obligation to furnish or construct water treatment facilities to maintain or improve the quality of water delivered to the Contractor.

(b) The Contractor shall comply with all applicable water and air pollution laws and regulations of the United States and the State of California; and shall obtain all required permits or licenses from the appropriate Federal, State, or local authorities necessary for the delivery of water by the Contractor; and shall be responsible for compliance with all Federal, State, and local water quality standards applicable to surface and subsurface drainage and/or discharges generated through the use of Federal or Contractor facilities or project water provided by the Contractor within the Contractor's Project Water Service Area.

(c) This article shall not affect or alter any legal obligations of the Secretary to provide drainage or other discharge services.

CHARGES FOR DELINQUENT PAYMENTS

15. (a) The Contractor shall be subject to interest, administrative, and penalty charges on delinquent payments. If a payment is not received by the due date, the Contractor shall pay an interest charge on the delinquent payment for each day the payment is delinquent beyond the due date. If a payment becomes 60 days delinquent, the Contractor shall pay, in addition to the interest charge, an administrative charge to cover additional costs of billing and processing the delinquent payment. If a payment is delinquent 90 days or more, the Contractor shall pay, in addition to the interest and administrative charges, a penalty charge for each day the payment is delinquent beyond the due date, based on the remaining balance of the payment due

at the rate of 6 percent per year. The Contractor shall also pay any fees incurred for debt collection services associated with a delinquent payment.

(b) The interest rate charged shall be the greater of either the rate prescribed quarterly in the Federal Register by the Department of the Treasury for application to overdue payments, or the interest rate of 0.5 percent per month. The interest rate charged will be determined as of the due date and remain fixed for the duration of the delinquent period.

(c) When a partial payment on a delinquent account is received, the amount received shall be applied first to the penalty charges, second to the administrative charges, third to the accrued interest, and finally to the overdue payment.

EQUAL EMPLOYMENT OPPORTUNITY

16. During the performance of this contract, the Contractor agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, disability, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, disability, or national origin.

(c) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Contracting Officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the

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Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Contracting Agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965 or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however,* that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States."

CERTIFICATION OF NONSEGREGATED FACILITIES

17. The Contractor hereby certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments and that it does not permit its employees to perform their services at any location under its control where segregated facilities are maintained. It certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments and that it will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in this Contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, disability, or otherwise. The Contractor further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Employment Opportunity clause; that it will retain such certifications in its files; and that it will forward the

following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

A Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding $10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually). Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. § 1001.

COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS

18. (a) The Contractor shall comply with Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352; 42 U.S.C. § 2000d), the Rehabilitation Act of 1973 (Pub. L. 93-112, Title V, as amended; 29 U.S.C. § 791, et seq.), the Age Discrimination Act of 1975 (Pub. L. 94-135, Title III; 42 U.S.C. § 6101, et seq.), Title II of the Americans with Disabilities Act of 1990 (Pub. L. 101-336; 42 U.S.C. § 12131, et seq.), and any other applicable civil rights laws, and with the applicable implementing regulations and any guidelines imposed by the U.S. Department of the Interior and/or Bureau of Reclamation.

(b) These statutes prohibit any person in the United States from being excluded from participation in, being denied the benefits of, or being otherwise subjected to discrimination under any program or activity receiving financial assistance from the Bureau of Reclamation on the grounds of race, color, national origin, disability, or age. By executing this contract, the Contractor agrees to immediately take any measures necessary to implement this obligation, including permitting officials of the United States to inspect premises, programs, and documents.

(c) The Contractor makes this agreement in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property discounts, or other Federal financial assistance extended after the date hereof to the Contractor by the Bureau of Reclamation, including installment payments after such date on account of arrangements for Federal financial assistance which were approved before such date. The Contractor recognizes and agrees that such Federal assistance will be extended in reliance on the representations and agreements made in this Article 18 and that the United States reserves the right to seek judicial enforcement thereof.

(d) Complaints of discrimination against the Contractor shall be investigated by the Contracting Officer's Office of Civil Rights.

GENERAL OBLIGATION – BENEFITS CONDITIONED UPON PAYMENT

19. (a) The obligation of the Contractor to pay the United States as provided in this Contract is a general obligation of the Contractor notwithstanding the manner in which the

obligation may be distributed among the Contractor's water users and notwithstanding the default of individual water users in their obligation to the Contractor.

(b) The payment of charges becoming due pursuant to this Contract is a condition precedent to receiving benefits under this Contract. The United States shall not make Non-Project Water available to the Contractor through Project Facilities during any period in which the Contractor is in arrears in the advance payment of water Rates and charges due the United States. The Contractor shall not deliver Non-Project Water under the terms and conditions of this Contract for lands or parties that are in arrears in the advance payment of water Rates and charges as levied or established by the Contractor.

BOOKS, RECORDS, AND REPORTS

20. (a) The Contractor shall establish and maintain accounts and other books and records pertaining to administration of the terms and conditions of this Contract, including the Contractor's financial transactions; water supply data; Project operation, maintenance, and replacement logs; Project land and rights-of-way use agreements; the water users' land-use (crop census), land-ownership, land-leasing, and water-use data; and other matters that the Contracting Officer may require. Reports shall be furnished to the Contracting Officer in such form and on such date or dates as the Contracting Officer may require. Subject to applicable Federal laws and regulations, each party to this Contract shall have the right during office hours to examine and make copies of the other party's books and records relating to matters covered by this Contract.

(b) Nothing in this Article 30 shall be construed to limit or constrain the ability of the Bureau of Reclamation to conduct contract compliance reviews of this contract in accordance with Reclamation Manual Directives and Standards PEC 05-08, last revised November 20, 2014, as may be further revised, amended, modified, or superseded.

CONTINGENT UPON APPROPRIATION OR ALLOTMENT OF FUNDS

21. The expenditure or advance of any money or the performance of any obligation of the United States under this contract shall be contingent upon appropriation or allotment of funds. Absence of appropriation or allotment of funds shall not relieve the Contractor from any obligations under this contract. No liability shall accrue to the United States in case funds are not appropriated or allotted.

ASSIGNMENT LIMITED – SUCCESSORS AND ASSIGNS OBLIGATED

22. The provisions of this Contract shall apply to and bind the successors and assigns of the parties hereto, but no assignment or transfer of this Contract or any right or interest therein by either party shall be valid until approved in writing by the other party.

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OFFICIALS NOT TO BENEFIT

23. No Member of or Delegate to the Congress, Resident Commissioner, or official of the Contractor shall benefit from this Contract other than as a water user or landowner in the same manner as other water users or landowners.

CHANGES IN CONTRACTORS ORGANIZATION

24. While this Contract is in effect, no change may be made in the Contractor's organization, by inclusion or exclusion of lands or by any other changes which may affect the respective rights, obligations, privileges, and duties of either the United States or the Contractor under this Contract including, but not limited to, dissolution, consolidation, or merger, except upon the Contracting Officer's written consent.

NOTICES

25. Any notice, demand, or request authorized or required by this Contract shall be deemed to have been given, on behalf of the Contractor, when mailed, postage prepaid, or delivered to the Area Manager, South-Central California Area Office, 1243 N Street, Fresno, California 93721, Bureau of Reclamation, and on behalf of the United States, when mailed, postage prepaid, or delivered to the Board of Directors of the Del Puerto Water District, P.O. Box 1596, Patterson, California 95363-1596. The designation of the addressee or the address may be changed by notice given in the same manner as provided in this Article for other notices..

INCORPORATION OF EXHIBITS

26. Exhibits A through D are attached hereto and incorporated herein by reference.

CONTRACT DRAFTING CONSIDERATIONS

27. This Contract has been negotiated and reviewed by the parties hereto, each of whom is sophisticated in the matters to which this Contract pertains. The double-spaced Articles of this Contract have been drafted, negotiated, and reviewed by the parties, and no one party shall be considered to have drafted the stated articles. Single-spaced articles are standard articles pursuant to Reclamation policy.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first above written.

UNITED STATES OF AMERICA

By: _____
Area Manager
South-Central California Area Office
Region 10 – California Great Basin
Bureau of Reclamation

DEL PUERTO WATER DISTRICT

(SEAL)

By: _____
President of the Board of Directors

Attest:

By: _____
Secretary of the Board of Directors

EXHIBIT A
CONTRACTOR'S BOUNDARY MAP
(PLACE HOLDER)

EXHIBIT B
DEL PUERTO WATER DISTRICT
YEAR 2021 STORAGE AND CONVEYANCE RATES

	(Per Acre-Foot)					Carryover (7)	
	(1)	(2)	(3)	(4)	(5)	Irrigation	M&I
Cost Component	Irrigation Cost of Service	RRA Full Cost 202(3)	RRA Full Cost 205(a)(3)	Incremental Fee	M&I Cost of Service	3(e) Rate Non-Project Carryover Storage *(2020 into 2021)*	3(c) Rate Non-Project Carryover Storage *(2020 into 2021)*
Water Marketing	$11.68	$11.68	$11.68	$11.68	$8.97		
Conveyance O&M (6)	-	-	-	-	-		
Conveyance O&M Sub-Total:	**$11.68**	**$11.68**	**$11.68**	**$11.68**	**$8.97**		
Other Costs	$1.28	$1.91	$2.16	$2.16	$1.75		
Conveyance Construction	$9.59	$14.30	$16.16	$16.16	$2.84		
Conveyance Construction Sub-Total:	**$10.87**	**$16.21**	**$18.32**	**$18.32**	**$4.59**		
Total Water Marketing and Conveyance:	**$22.55**	**$27.89**	**$30.00**	**$30.00**	**$13.56**		
Storage O&M	$16.70	$16.70	$16.70	$16.70	$24.62	$16.70	$24.62
Storage Construction	$8.35	$12.45	$14.07	$14.07	$3.05	$8.35	$3.05
Storage Sub-Total:	**$25.05**	**$29.15**	**$30.77**	**$30.77**	**$27.67**	**$25.05**	**$27.67**
Total Conveyance and Storage:	**$47.60**	**$57.04**	**$60.77**	**$60.77**	**$41.23**	**$25.05**	**$27.67**

(1) The Irrigation Cost of Service Rate is applicable to Eligible Lands that are entitled to receive Irrigation Water at other than a Full-Cost Rate

(2) The RRA Section 202(3) Full Cost Rate is applicable to a Qualified Recipient or to a Limited Recipient (as those terms are defined in Section 202 of the RRA) receiving Irrigation Water on or before October 1, 1981

(3) The RRA Section 205(a)(3) Full Cost Rate is applicable to a Limited Recipient (as that term is defined in Section 202 of the RRA) that did not receive Irrigation Water landholders leasing land in excess of their entitlement on or before October 1, 1981, and those prior law landholders leasing land in excess of their entitlement

(4) The Incremental Fee is applicable to Ineligible Lands pursuant to subdivision (b) of Article 9 of this Contract. (Incremental Fee requirements for Ineligible Lands are set forth in 43 CFR 426.15)

(5) The M&I Cost of Service Rate is applicable to Non-Project Water delivered for municipal and industrial purposes. See definition of "Municipal and Industrial Water" in subdivision (j) of Article 1 of this Contract

(6) Except for contractors who receive water through Folsom-South Canal, conveyance and conveyance pumping operation and maintenance costs will be billed directly to the Authorities. However costs associated with extraordinary O&M are recovered through water rates (see Schedule A-8)

(7) 3(e) rate - Storage O&M plus Storage Construction: All Non-Project Water remaining in the Project Facilities at the end of a Year, shall

Additional details of rate components are available on the Internet at
http://www.usbr.gov/mp/cvpwaterrates/ratebooks/index.html.

EXHIBIT C
SOURCE(S) OF CONTRACTOR'S NON-PROJECT WATER
DEL PUERTO WATER DISTRICT

The source of the Contractor's Non-Project Water supply, is Groundwater from Mapes Ranch described herein below:

Mapes Ranch will pump groundwater from up to five of the 12 existing wells for introduction into the Tuolumne River. Timing and quantity over the one-year period from date of approval will be dependent on the availability within the conveyance system(s). Water would then flow downstream where it would be pumped from the West Stanislaus intakes located at river mile 74.9 on the San Joaquin River, subject to any regulatory requirements and/or conditions governing such diversions. The water would then be conveyed up to 35 cubic feet per second (cfs) through West Stanislaus's main canal distribution system and introduced into the Delta-Mendota Canal (DMC) at milepost (MP) 31.31L for conveyance to Del Puerto's turnouts within Stanislaus County.

Point of Introduction: Throughout the term of this Contract, the Contractor may introduce up to 10,000 af of their Non-Project Water at the following point of introduction on the DMC:

MP-31.31L

Point(s) of Delivery: In accordance with an approved schedule, Reclamation will convey the Contractor's Non-Project Water in the DMC for direct delivery to the Contractor and/or to Project Facilities for storage and future delivery via an exchange of an equivalent amount of Project Water in the DMC at the following milepost(s):

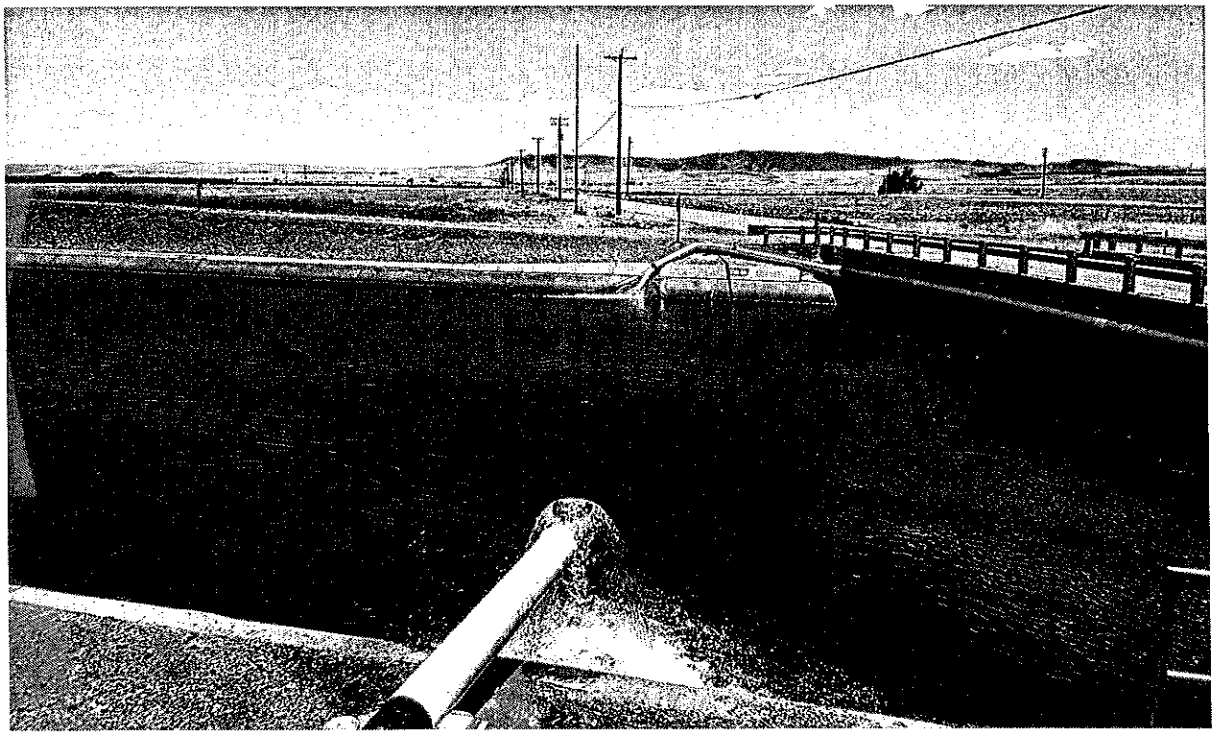
MP-18.05L, MP-18.06L, MP-18.60L, MP-19.18L, MP-20.43L, MP-20.59L, MP-20.97L, MP-21.12L, MP-21.25L, MP-21.65L, MP-22.20L, MP-22.50R, MP-22.78L, MP-23.41L, MP-23.81L, MP-23.94R, MP-24.38L, MP-25.02L, MP-25.02R, MP-25.03R, MP-25.18L, MP-25.63R, MP-25.65L, MP-26.21R, MP-26.89R, MP-26.95L, MP-27.42L, MP-27.80R, MP-28.19L, MP-28.19R, MP-28.89L, MP-29.19L, MP-29.56L, MP-29.95R, MP-30.33L, MP-30.43R, MP-30.96L, MP-31.31L, MP-31.60L, MP-31.60R, MP-32.36L, MP-32.38R, MP-32.61R, MP-32.62R, MP-32.94L, MP-33.07R, MP-33.71L, MP-33.90R, MP-34.08L, MP-34.55L, MP-34.63R, MP-35.04R, MP-35.18L, MP-35.73R, MP-36.01L, MP-36.39L, MP-36.45R, MP-36.68L, MP-37.32L, MP-37.58L, MP-38.15L, MP-38.15R, MP-38.80L, MP-39.20R, MP-39.22L, MP-39.78L, MP-40.39R, MP-40.45L, MP-41.03L, MP-41.53L, MP-42.08L, MP-42.10R, MP-42.50R, MP-42.51L, MP-42.68L, MP-43.22L, MP-43.73L, MP-44.22L, MP-44.24R, MP-45.20L, MP-45.35R, MP-45.38L, MP-45.78R, MP-45.79R, MP-46.02L, MP-46.19R, MP-46.83L, MP-47.37L, MP-47.37R, MP-47.87L, MP-47.89R, MP-48.14L, MP-48.60L, MP-48.96R, MP-49.43L, MP-49.56R, MP-49.84L, MP-50.66L, MP-50.70R, MP-51.41L, MP-51.65L, MP-52.02R, MP-52.40L, MP-53.41L, MP-53.64R, MP-54.01L, MP-54.70L, MP-55.19L, MP-55.34R, MP-55.85L, MP-55.95R, MP-56.80R, MP-56.82L, MP-56.83L, MP-56.85L, MP-57.46L, MP-57.95R, MP-58.26L, MP-58.73R, MP-58.90L, MP-59.50R, MP-59.53L, MP-60.54R, MP-61.05L, MP-61.37R, MP-61.84L, MP-62.08R, MP-62.67L, MP-64.32L, MP-64.32R, MP-64.85L, MP-65.35L, MP-65.37R, MP-65.38R, MP-66.06L, MP-66.68L, MP-66.73L, MP-67.16R, MP-67.55L, MP-68.03R,MP-68.03L

EXHIBIT D
WATER QUALITY STANDARDS

RECLAMATION

Managing Water in the West

Delta-Mendota Canal
Non-Project Water Pump-in Program
Monitoring Plan



U.S. Department of the Interior
Bureau of Reclamation
Mid-Pacific Region
South-Central California Area Office

Revised: 20 Mar 2018

Mission Statements

The mission of the Department of the Interior is to protect and provide access to our Nation's natural and cultural heritage and honor our trust responsibilities to Indian Tribes and our commitments to island communities.

The mission of the Bureau of Reclamation is to manage, develop, and protect water and related resources in an environmentally and economically sound manner in the interest of the American public.

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Introduction

The overall supply of Central Valley Project (CVP) water has been reduced by drought and restrictions on pumping from the Sacramento-San Joaquin Delta. Under the Warren Act of 1911[1], U.S. Department of the Interior, Bureau of Reclamation (Reclamation) may execute temporary contracts to convey non-project water in excess capacity in federal irrigation canals.

Reclamation proposes to execute contracts with local water districts to convey non-project water in the Delta-Mendota Canal (DMC) subject to water quality monitoring, groundwater monitoring and reporting requirements outlined in this document.

This document describes the plan for measuring required monitoring data used to limit impacts of subsidence and water quality degradation in the DMC as it relates to this program. The monitoring data must be measured properly to demonstrate it is consistent, predictable, and of acceptable quality.

Reclamation will use these data for the administration of the then current Warren Act contracts and environmental review for future contracts.

In addition to this monitoring program, the following constraints also apply:

1) The DMC will be split into four zones based on severity of historical subsidence:

DMC Zone	Milepost Range
1	0.0 to 24.43
2	24.44 to 70.01
3	70.02 to 99.82
4	99.83 to 116.48

2) Each zone will only be allowed to discharge non-project water when their CVP allocation is less than or equal to the following:

DMC Zone	CVP Allocation
1	50%
2	40%
3	45%
4	40%

3) Each zone will have a pumping limit based on the following CVP allocation ranges:

CVP Allocation	Pumping Limit
50%-41%	15,000 AFY
40%-21%	17,500 AFY
20%-0%	20,000 AFY

[1] Warren Act (Act of February 21, 1911, ch. 141, 36 Stat. 925)

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Definitions

Non-Project Water means surface or ground water:

(1) Pumped, diverted, and/or stored based upon the exercise of water rights which have not been appropriated or acquired by, or apportioned to, the United States or others, or which have not been decreed, permitted, certificated, licensed, or otherwise granted to the United States or others, for a Reclamation project, or

(2) Water not reserved or withdrawn from appropriation by the United States for, nor allocated by the United States to, a Reclamation project.

Excess Capacity means diversion, storage, conveyance, or pumping capacity in project facilities which is excess to that needed to achieve a Reclamation project's authorized purposes.

Max Depth to Groundwater (Max DTGW) represents the maximum depth to groundwater measurement collected from an individual well.

Fall/Winter Median Groundwater Level represents the average historical recovery level for each well. Determined by using groundwater level data recorded in the Fall/Winter after the well has had time to recover from irrigation season. Current historical Fall/Winter Median Groundwater Levels use data through 2016. Reclamation reserves the right to re-evaluate these data, if needed, as new data becomes available.

Background

The Delta Division of the federal CVP delivers water to almost a million acres of farmland in the San Joaquin Valley of California. The CVP is also the sole source of water for state and federal wildlife refuges and many private wetlands in Fresno, Merced, San Joaquin, and Stanislaus Counties.

The source of water for the Division is the northern Sierra Nevada, passing through the delta of the Sacramento and San Joaquin Rivers. This water is suitable in quality for irrigation and wetlands. The Central Valley is regularly affected by droughts that reduce the annual supply of water. Environmental regulations also restrict the operation of the Jones Pumping Plant to divert water from the Delta. The salinity of water in the Delta is highly variable due to the tidal intrusion of seawater and outflow of river water.

The DMC carries CVP water to farms, communities, and wetlands between Tracy and Mendota. The 116 mile canal was built by Reclamation in 1952 and is currently operated and maintained by the San Luis and Delta-Mendota Water Authority (Authority). Uncontrolled inflows of tailwater from uphill fields and subsurface water add contaminants to the canal. The addition of non-project water may further degrade the quality of water in the canal.

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The districts in the Delta Division use surface and ground water to supplement their contractual supply from the CVP. These supplies are called "Non-Project Water" because they have not been appropriated by the United States for the purposes of the CVP.

Monitoring Mission and Goals

The mission of this monitoring plan is to produce physical measurements that will determine the effects of non-project water pumping and conveyance in the DMC. The data will be used to implement the terms of the then current Warren Act Contracts and exchange agreements, and to ensure that the quality of CVP water is suitable for downstream water users.

The general goals of this monitoring plan are:

-monitor and evaluate groundwater level data,

-monitor and evaluate the baseline quality of CVP water in the DMC,

-monitor and evaluate the quality of water in each source of non-project water,

-identify changes in water quality related to the addition of the non-project water, and

-confirm the blend of CVP water and non-project water is suitable for downstream agricultural and wetlands use.

Study Area

The Study Area is the Delta-Mendota Canal from Tracy to the Mendota Pool. The canal is divided into two reaches in relation to the O'Neill Forebay and the connection to the State Water Project.

Water Quality Monitoring Plan

Water Quality Standards

The quality of each source of non-project water must meet the standards listed in **Tables 1 and 2.** The standards have been developed by Reclamation to measure constituents of concern that would affect downstream water users. In particular, the concentration of selenium in any pump-in water shall not exceed 2 µg/L, the limit for the Grasslands wetlands water supply channels

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specified in the 1998 Basin Plan.[2] The salinity of each source of pump-in water should not exceed 1500 mg/L TDS. The other constituents are mainly agricultural chemicals listed in the California Drinking Water Standards (Title 22)[3]. We are also requiring measurements of boron and sodium that are not included in Title 22.

Real-time Monitoring

Reclamation will monitor the electrical conductivity (EC) of water in the DMC at the locations listed in **Table 3**. Reclamation is responsible for the management and maintenance of these real-time EC stations.

In-Canal Sampling

Based on available funding, Reclamation will collect monthly water samples from the DMC at the sites listed in **Table 4**.

Source Sampling

Prior to pumping into the DMC, the water in each source of non-project water must be tested for a short list of constituents of concern (**Table 1**). This initial test will economically screen out unacceptable water sources. Upon review of the short list laboratory results and written approval from Reclamation and the Authority, the non-project water may be discharged into the DMC. Non-project water sources discharging into the DMC are required to sample the short list of constituents every week for the first four weeks, followed by monthly sampling for the duration of pumping.

Every three years the non-project source is required to sample for the full suite of Title 22 (**Table 2**). Any source of non-project water with out-of-date analysis will not be allowed to discharge until laboratory data is updated.

Laboratory analysis for non-project source water is at the expense of the discharger. Reclamation has provided a list of approved laboratories (**Table 5**). These laboratories have passed an audit by Reclamation Mid-Pacific Region Quality Assurance Staff. Samples shall be collected using industry approved field methods. Laboratory reports must be sent to Reclamation and contain appropriate chain of custody and laboratory quality control information. The source of analysis must be clearly labeled on the laboratory report.

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[2] California Regional Water Quality Control Board, Central Valley Region, Fourth Edition of the Water Quality Control Plan for the Sacramento River and San Joaquin River Basins. Revised http://www.waterboards.ca.gov/centralvalley/water_issues/basin_plans/sacsjr.pdf

[3] California Code of Regulations, Title 22. The Domestic Water Quality and Monitoring Regulations specified by the State of California Health and Safety Code (Sections 4010 4037), and Administrative Code (Sections 64401 et seq.), as amended. http://www.waterboards.ca.gov/drinking_water/certlic/drinkingwater/documents/lawbook/dwregulations-2016-09-23.pdf

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Reclamation will not provide funding for source sampling. This analysis is the responsibility of the program participants.

Maximum Allowable Concentrations

Reclamation will use real-time monitoring stations and in-canal water samples to monitor changes in the salinity and selenium levels in the DMC, and determine if non-project water has caused these changes. In-canal changes in salinity and selenium are limited to the concentrations listed in **Table 6**. Reclamation will direct the Authority to stop the pumping if concentrations exceed these limits.

Groundwater Level Monitoring Plan

Groundwater Level Monitoring

Groundwater levels in each non-project water well will be measured by the Authority once per month from March to September and every other month outside of that range. Measurements must be made using industry approved methods.

Groundwater Level Constraints

Groundwater level constraints are put in place to protect wells from pumping below their Max DTGW. Groundwater level data will be used for the following constraints:

-An individual well will be shutoff when its Depth to Groundwater reaches 75% of the difference between the Fall/Winter Median Groundwater Level and the Max DTGW using the following equation:

$$Shutoff\ Trigger = 0.75*(Max\ DTGW - Fall/Winter\ Median) + Fall/Winter\ Median$$

- If an individual well is shutoff due to groundwater levels reaching the shutoff trigger, it will not be allowed to resume pumping until it reaches 70% of the difference between the Fall/Winter Median Groundwater Level and the Max DTGW using the following equation:

$$Well\ Resumption = 0.70*(Max\ DTGW - Fall/Winter\ Median) + Fall/Winter\ Median$$

Groundwater level measurements will follow a strict schedule. If a well is shutoff it will not be measured again until the next scheduled measurement date. The Authority must notify Reclamation in writing when a well is shutoff or resuming. See Definitions section for explanation for Max DTGW and Fall/Winter Median.

Groundwater Data Requirements

Each well must have static Max DTGW and Fall/Winter Median data established in order to participate in the program. Any well which is missing this data will be excluded from discharging

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into the DMC until a groundwater level measurement can be recorded and a Fall/Winter Median depth to groundwater level can be developed. New wells may use Fall/Winter Median and Max DTGW levels of nearby wells, upon Reclamation approval, until unique level measurements are established.

Access

Reclamation or its designees will be allowed access to well heads and discharge locations for independent verification of water quality, groundwater level, and flow measurements.

Revision

Reclamation reserves the right to modify this monitoring program at any time.

Delta-Mendota Canal
Non-Project Water Pump-In Program
Water Quality Monitoring Plan

Table 1. Water Quality Standards, Short List

Constituent	Units	Maximum Contaminant Level		Detection Limit for Reporting		CAS Registry Number	Recommended Analytical Method
Arsenic	mg/L	0.01	(1)	0.002	(2)	7440-38-2	EPA 200.8
Boron	mg/L	0.7	(13)			7440-42-8	EPA 200.7
Nitrate (as nitrogen)	mg/L	10	(1)	0.4	(2)	7727-37-9	EPA 300.1
Selenium	mg/L	0.002	(10)	0.0004	(2)	7782-49-2	EPA 200.8
Sodium	mg/L	69	(12)			7440-23-5	EPA 200.7
Specific Conductance	µS/cm	1,600	(7)				SM 2510 B
Sulfate	mg/L	500	(7)			14808-79-8	EPA 300.1
Total Dissolved Solids	mg/L	1,000	(7)				SM 2540 C

Sources:
Recommended Analytical Methods: https://www.nemi.gov/home/
Maximum Contaminant Levels:
Title 22. The Domestic Water Quality and Monitoring Regulations specified by the State of California Health and Safety Code (Sections 4010-4037), and Administrative Code (Sections 64401 et seq.), as amended.

(1) Title 22. Table 64431-A Maximum Contaminant Levels, Inorganic Chemicals

(2) Title 22. Table 64432-A Detection Limits for Reporting (DLRs) for Regulated Inorganic Chemicals

(3) Title 22. Table 64442 Radionuclide Maximum Contaminant Levels (MCLs) and Detection Levels for Purposes of Reporting (DLRs)

(4) Title 22. Table 64444-A Maximum Contaminate Levels, Organic Chemicals

(5) Title 22. Table 64445.1-A Detection Limits for Purposes of Reporting (DLRs) for Regulated Organic Chemicals

(6) Title 22. Table 64449-A Secondary Maximum Contaminant Levels "Consumer Acceptance Contaminant Levels"

(7) Title 22. Table 64449-B Secondary Maximum Contaminant Levels "Consumer Acceptance Contaminant Level Ranges"

(8) Title 22. Table 64678-A DLRs for Lead and Copper

(9) Title 22. Section 64678 (d) Lead Action level

https://www.waterboards.ca.gov/drinking_water/certlic/drinkingwater/documents/lawbook/dwregulations-2017-12-29.pdf

California Regional Water Quality Control Board, Central Valley Region, Fourth Edition of the Water Quality Control Plan for the Sacramento River and San Joaquin River Basins.

(10) Basin Plan, Table III-1 (ug/L) (selenium in Grasslands water supply channels)

(11) Basin Plan, Table III-2A (ug/L) (chlorpyrifos & diazinon in San Joaquin River from Mendota to Vernalis)

Sacramento & San Joaquin River Basin Plan 2009
http://www.waterboards.ca.gov/centralvalley/water_issues/basin_plans/sacsjr.pdf

Ayers, R. S. and D. W. Westcot, *Water Quality for Agriculture*, Food and Agriculture Organization of the United Nations - Irrigation and Drainage Paper No. 29, Rev. 1, Rome (1985).

(12) Ayers, Table 1 (mg/L) (sodium)

(13) Ayers, Table 21 (mg/L) (boron)

Water Quality Standards for Agriculture 1985
http://www.fao.org/DOCREP/003/T0234E/T0234E00.HTM

revised: 05 July 2017

Table 2. Water Quality Standards, Title 22

Constituent	Units	Maximum Contaminant Level		Detection Limit for Reporting		CAS Registry Number	Recommended Analytical Method
Primary							
Aluminum	mg/L	1	(1)	0.05	(2)	7429-90-5	EPA 200.7
Antimony	mg/L	0.006	(1)	0.006	(2)	7440-36-0	EPA 200.8
Arsenic	mg/L	0.010	(1)	0.002	(2)	7440-38-2	EPA 200.8
Asbestos	MFL	7	(1)	0.2 MFL>10um	(2)	1332-21-4	EPA 100.2
Barium	mg/L	1	(1)	0.1	(2)	7440-39-3	EPA 200.7
Beryllium	mg/L	0.004	(1)	0.001	(2)	7440-41-7	EPA 200.7
Cadmium	mg/L	0.005	(1)	0.001	(2)	7440-43-9	EPA 200.7
Chromium, total	mg/L	0.05	(1)	0.01	(2)	7440-47-3	EPA 200.7
Cyanide	mg/L	0.15	(1)	0.1	(2)	57-12-5	EPA 335.2
Fluoride	mg/L	2.0	(1)	0.1	(2)	16984-48-8	EPA 300.1
Mercury	mg/L	0.002	(1)	0.001	(2)	7439-97-6	EPA 245.1
Nickel	mg/L	0.1	(1)	0.01	(2)	7440-02-0	EPA 200.7
Nitrate (as nitrogen)	mg/L	10	(1)	0.4	(2)	7727-37-9	EPA 300.1
Nitrate + Nitrite (sum as nitrogen)	mg/L	10	(1)			14797-55-8	EPA 353.2
Nitrite (as nitrogen)	mg/L	1	(1)	0.4	(2)	14797-65-0	EPA 300.1
Perchlorate	mg/L	0.006	(1)	0.004	(2)	14797-73-0	EPA 314/331/332
Selenium	mg/L	0.002	(10)	0.0004		7782-49-2	EPA 200.8
Thallium	mg/L	0.002	(1)	0.001	(2)	7440-28-0	EPA 200.8
Secondary							
Aluminum	mg/L	0.2	(6)			7429-90-5	EPA 200.7
Color	units	15	(6)				EPA 110
Copper	mg/L	1.0	(6)	0.05	(8)	7440-50-8	EPA 200.7
Foaming Agents (MBAS)	mg/L	0.5	(6)				
Iron	mg/L	0.3	(6)			7439-89-6	EPA 200.7
Manganese	mg/L	0.05	(6)			7439-96-5	EPA 200.7
Methyl-tert-butyl ether (MTBE)	mg/L	0.013	(4)			1634-04-4	EPA 502.2/524.2
Odor -threshold	units	3	(6)				SM 2150B
Silver	mg/L	0.1	(6)			7440-22-4	EPA 200.7
Thiobencarb	mg/L	0.001	(6)			28249-77-6	EPA 527
Turbidity	units	5	(6)				EPA 190.1/SM2130B
Zinc	mg/L	5	(6)			7440-66-6	EPA 200.7
Total Dissolved Solids	mg/L	1,000	(7)				SM 2540 C
Specific Conductance	µS/cm	1,600	(7)				SM 2510 B
Chloride	mg/L	500	(7)			16887-00-6	EPA 300.1
Sulfate	mg/L	500	(7)			14808-79-8	EPA 300.1
Other Required Analyses							
Boron	mg/L	0.7	(13)			7440-42-8	EPA 200.7
Lead	mg/L	0.015	(8)	0.005	(8)	7439-92-1	EPA 200.8
Molybdenum	mg/L	0.01	(11)			7439-98-7	EPA 200.7
Sodium	mg/L	69	(12)			7440-23-5	EPA 200.7
Radioactivity							
Gross Alpha	pCi/L	15	(3)	3	(3)		SM 7110C

Delta-Mendota Canal
Non-Project Water Pump-in Program

Constituent	Units	Maximum Contaminant Level		Detection Limit for Reporting		CAS Registry Number	Recommended Analytical Method
Organic Chemicals							
(a) Volatile Organic Chemicals (VOCs)							
Benzene	mg/L	0.001	(4)	0.0005	(5)	71-43-2	EPA 502.2/524.2
Carbon Tetrachloride	mg/L	0.0005	(4)	0.0005	(5)	56-23-5	EPA 502.2/524.2
1,2-Dichlorobenzene	mg/L	0.6	(4)	0.0005	(5)	95-50-1	EPA 502.2/524.2
1,4-Dichlorobenzene	mg/L	0.005	(4)	0.0005	(5)	106-46-7	EPA 502.2/524.2
1,1-Dichloroethane	mg/L	0.005	(4)	0.0005	(5)	75-34-3	EPA 502.2/524.2
1,2-Dichloroethane	mg/L	0.0005	(4)	0.0005	(5)	107-06-2	EPA 502.2/524.2
1,1-Dichloroethylene	mg/L	0.006	(4)	0.0005	(5)	75-35-4	EPA 502.2/524.2
cis-1,2-Dichloroethylene	mg/L	0.006	(4)	0.0005	(5)	156-59-2	EPA 502.2/524.2
trans-1,2-Dichloroethylene	mg/L	0.01	(4)	0.0005	(5)	156-60-5	EPA 502.2/524.2
Dichloromethane.	mg/L	0.005	(4)	0.0005	(5)	75-09-2	EPA 502.2/524.2
1,2-Dichloropropane.	mg/L	0.005	(4)	0.0005	(5)	78-87-5	EPA 502.2/524.2
1,3-Dichloropropene.	mg/L	0.0005	(4)	0.0005	(5)	542-75-6	EPA 502.2/524.2
Ethylbenzene.	mg/L	0.3	(4)	0.0005	(5)	100-41-4	EPA 502.2/524.2
Methyl-tert-butyl ether	mg/L	0.013	(4)	0.003	(5)	1634-04-4	EPA 502.2/524.2
Monochlorobenzene	mg/L	0.07	(4)	0.0005	(5)	108-90-7	EPA 502.2/524.2
Styrene.	mg/L	0.1	(4)	0.0005	(5)	100-42-5	EPA 502.2/524.2
1,1,2,2-Tetrachloroethane.	mg/L	0.001	(4)	0.0005	(5)	79-34-5	EPA 502.2/524.2
Tetrachloroethylene (PCE)	mg/L	0.005	(4)	0.0005	(5)	127-18-4	EPA 502.2/524.2
Toluene	mg/L	0.15	(4)	0.0005	(5)	108-88-3	EPA 502.2/524.2
1,2,4-Trichlorobenzene	mg/L	0.005	(4)	0.0005	(5)	120-82-1	EPA 502.2/524.2
1,1,1-Trichloroethane	mg/L	0.200	(4)	0.0005	(5)	71-55-6	EPA 502.2/524.2
1,1,2-Trichloroethane	mg/L	0.005	(4)	0.0005	(5)	79-00-5	EPA 502.2/524.2
Trichloroethylene	mg/L	0.005	(4)	0.0005	(5)	79-01-6	EPA 502.2/524.2
Trichlorofluoromethane	mg/L	0.15	(4)	0.005	(5)	75-69-4	EPA 502.2/524.2
1,1,2-Trichloro-1,2,2-Trifluoroethane.	mg/L	1.2	(4)	0.01	(5)	76-13-1	SM 6200B
Vinyl Chloride	mg/L	0.0005	(4)	0.0005	(5)	75-01-4	EPA 502.2/524.2
Xylenes	mg/L	1.750	(4)	0.0005	(5)	1330-20-7	EPA 502.2/524.2
(b) Non-Volatile Synthetic Organic Chemicals (SOCs)							
Alachlor	mg/L	0.002	(4)	0.001	(5)	15972-60-8	EPA 505/507/508
Atrazine	mg/L	0.001	(4)	0.0005	(5)	1912-24-9	EPA 505/507/508
Bentazon	mg/L	0.018	(4)	0.002	(5)	25057-89-0	EPA 515.1
Benzo(a)pyrene	mg/L	0.0002	(4)	0.0001	(5)	50-32-8	EPA 525.2
Carbofuran	mg/L	0.018	(4)	0.005	(5)	1563-66-2	EPA 531.1
Chlordane	mg/L	0.0001	(4)	0.0001	(5)	57-74-9	EPA 505/508
2,4-D	mg/L	0.07	(4)	0.01	(5)	94-75-7	EPA 515.1
Dalapon	mg/L	0.2	(4)	0.01	(5)	75-99-0	EPA 515.1
Dibromochloropropane	mg/L	0.0002	(4)	0.00001	(5)	96-12-8	EPA 502.2/504.1
Di(2-ethylhexyl)adipate	mg/L	0.4	(4)	0.005	(5)	103-23-1	EPA 506
Di(2-ethylhexyl)phthalate	mg/L	0.004	(4)	0.003	(5)	117-81-7	EPA 506
Dinoseb	mg/L	0.007	(4)	0.002	(5)	88-85-7	EPA 5151-4
Diquat	mg/L	0.02	(4)	0.004	(5)	85-00-7	EPA 549.2
Endothall	mg/L	0.1	(4)	0.045	(5)	145-73-3	EPA 548.1
Endrin.	mg/L	0.002	(4)	0.0001	(5)	72-20-8	EPA 505/508
Ethylene Dibromide	mg/L	0.00005	(4)	0.00002	(5)	106-93-4	EPA 502.2/504.1
Glyphosate	mg/L	0.7	(4)	0.025	(5)	1071-83-6	EPA 547
Heptachlor.	mg/L	0.00001	(4)	0.00001	(5)	76-44-8	EPA 508
Heptachlor Epoxide	mg/L	0.00001	(4)	0.00001	(5)	1024-57-3	EPA 508
Hexachlorobenzene	mg/L	0.001	(4)	0.0005	(5)	118-74-1	EPA 505/508
Hexachlorocyclopentadiene	mg/L	0.05	(4)	0.001	(5)	77-47-4	EPA 505/508
Lindane (gamma-BHC)	mg/L	0.0002	(4)	0.0002	(5)	58-89-9	EPA 505/508
Methoxychlor	mg/L	0.03	(4)	0.01	(5)	72-43-5	EPA 505/508

Delta-Mendota Canal
Non-Project Water Pump-in Program

Constituent	Units	Maximum Contaminant Level		Detection Limit for Reporting		CAS Registry Number	Recommended Analytical Method
Molinate	mg/L	0.02	(4)	0.002	(5)	2212-67-1	EPA 525.1
Oxamyl	mg/L	0.05	(4)	0.02	(5)	23135-22-0	EPA 531.1
Pentachlorophenol	mg/L	0.001	(4)	0.0001	(5)	87-86-5	EPA 515.1-3
Picloram	mg/L	0.5	(4)	0.001	(5)	1918-02-1	EPA 515.1-3
Polychlorinated Biphenyls	mg/L	0.0005	(4)	0.0005	(5)	1336-36-3	EPA 130.1
Simazine	mg/L	0.004	(4)	0.001	(5)	122-34-9	EPA 505
Thiobencarb (Bolero)	mg/L	0.07	(4)	0.001	(5)	28249-77-6	EPA 527
Toxaphene	mg/L	0.003	(4)	0.001	(5)	8001-35-2	EPA 505
1,2,3-Trichloropropane	mg/L	0.000005	(4)	0.000005	(5)	96-18-4	EPA 524.3
2,3,7,8-TCDD (Dioxin)	mg/L	3 x 10-8	(4)	5 x 10-9	(5)	1746-01-6	EPA 130.3
2,4,5-TP (Silvex)	mg/L	0.05	(4)	0.001	(5)	93-72-1	EPA 515.1
Other Organic Chemicals							
Chlorpyrifos	ug/L	0.015	(11)			2921-88-2	EPA 8141A
Diazinon	ug/L	0.10	(11)			333-41-5	EPA 8141A

Sources:
Recommended Analytical Methods: https://www.nemi.gov/home/
Maximum Contaminant Levels:

Title 22. The Domestic Water Quality and Monitoring Regulations specified by the State of California Health and Safety Code (Sections 4010-4037), and Administrative Code (Sections 64401 et seq.), as amended.

(1) Title 22. Table 64431-A Maximum Contaminant Levels, Inorganic Chemicals

(2) Title 22. Table 64432-A Detection Limits for Reporting (DLRs) for Regulated Inorganic Chemicals

(3) Title 22. Table 64442 Radionuclide Maximum Contaminant Levels (MCLs) and Detection Levels for Purposes of Reporting (DLRs)

(4) Title 22. Table 64444-A Maximum Contaminate Levels, Organic Chemicals

(5) Title 22. Table 64445.1-A Detection Limits for Purposes of Reporting (DLRs) for Regulated Organic Chemicals

(6) Title 22. Table 64449-A Secondary Maximum Contaminant Levels "Consumer Acceptance Contaminant Levels"

(7) Title 22. Table 64449-B Secondary Maximum Contaminant Levels "Consumer Acceptance Contaminant Level Ranges"

(8) Title 22. Table 64678-A DLRs for Lead and Copper

(9) Title 22. Section 64678 (d) Lead Action level

https://www.waterboards.ca.gov/drinking_water/certlic/drinkingwater/documents/lawbook/dwregulations-2017-12-29.pdf

California Regional Water Quality Control Board, Central Valley Region, Fourth Edition of the Water Quality Control Plan for the Sacramento River and San Joaquin River Basins. Revised June 2015

(10) Basin Plan, Table III-1 (ug/L) (selenium in Grasslands water supply channels)

(11) Basin Plan, Table III-2A. 4-day average (chronic) concentrations of chlorpyrifos & diazinon in San Joaquin River from Mendota to Vernalis

http://www.waterboards.ca.gov/centralvalley/water_issues/basin_plans/sacsjr.pdf

Ayers, R. S. and D. W. Westcot, *Water Quality for Agriculture*, Food and Agriculture Organization of the United Nations - Irrigation and Drainage Paper No. 29, Rev. 1, Rome (1985).

(12) Ayers, Table 1 (mg/L) (sodium)

(13) Ayers, Table 21 (mg/L) (boron)

http://www.fao.org/DOCREP/003/T0234E/T0234E00.HTM

revised: 29 December 2017

Table 3. Reclamation Real-time Salinity Monitoring Stations

DMC Milepost	San Joaquin River Mile	Location	Operating Agency	CDEC
3.46		Jones Pumping Plant	CVO	DMC
70.01		DMC Check 13	CVO	ONI
111.26		DMC Check 20	CVO	DM2
116.48	204.2	DMC Check 21	CVO	DM3

Key:
CDEC: California Data Exchange Center
CVO: Central Valley Operations Office

Delta-Mendota Canal
Non-Project Surface Water Pump-In Program
Water Quality Monitoring Plan

Table 4. Reclamation Water Quality Monitoring Stations

DMC Milepost	River Mile	Location	Operating Agency	Parameters	Frequency/ method	CDEC
3.46		Top of siphon above Jones Pumping Plant	Reclamation	EC, selenium	Daily composite	
63.98		Check 12	Reclamation	Title 22	Monthly grab	
70.01		Check 13 O'Neill Forebay	CVO	EC, selenium	Daily composite	ONI
97.68		DMC at Russell Ave	Reclamation	EC, selenium, boron	Monthly grab	
100.85		DMC at Telles Farm Bridge	Reclamation	EC, selenium, boron	Monthly grab	
110.12		DMC at Washoe Ave	Reclamation	EC, selenium, boron	Monthly grab	
111.26		DMC Check 20	CVO	EC	Real-time	DM2
116.48	204.2	DMC Check 21	CVO	EC, selenium	Daily composite	DM3

Key:
CVO: Central Valley Operations Office
EC: Electrical conductivity
Reclamation: MP-157 Environmental Monitoring Branch

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Table 5. Approved Laboratory List for the Mid-Pacific Region Quality Assurance and Data Management Branch (MP-156) and Environmental Monitoring and Hazardous Materials Branch (MP-157)

APPL Laboratory	**Address**	908 North Temperance Avenue, Clovis, CA 93611
	Contact	Renee' Patterson, Project Manager
	P/F	(559) 275-2175 / (559) 275-4422
	Email	rpatterson@applinc.com; danderson@applinc.com;
	Methods	*Approved for inorganic and organic parameters in water and soil*
Basic Laboratory	**Address**	2218 Railroad Avenue Redding, CA 96001 USA
	Contact	Josh Kirkpatrick, Nathan Hawley, Melissa Hawley
	P/F	(530) 243-7234 / (530) 243-7494
	Email	jkirkpatrick@basiclab.com (QAO and PM); nhawley@basiclab.com, mhawley@basiclab.com (invoices); poilar@basiclab.com (sample custody), khawley@basiclab.com (sample custody)
	Methods	*Approved for inorganic/organic parameters*
California Laboratory Services	**Address**	3249 Fitzgerald Road Rancho Cordova, CA 95742
	Contact	Scott Furnas
	P/F	(916) 638-7301 / (916) 638-4510
	Email	janetm@californialab.com (QA); scottf@californialab.com (PM)
	Methods	*Approved for inorganic, organic, and microbiological parameters*
Calscience Environmental Laboratories	**Address**	7440 Lincoln Way; Garden Grove, CA 92841
	Contact	Don Burley
	P/F	714-895-5494 (ext. 203)/714-894-7501
	Email	DBurley@calscience.com
	Methods	*Approved for inorganic and organic parameters in water, sediment, and soil.*
Caltest Analytical Laboratory	**Address**	1885 N. Kelly Rd. Napa, CA 94558
	Contact	Mike Hamilton, Patrick Ingram (Lab Director)
	P/F	(707) 258-4000/(707) 226-1001
	Email	Mike_Hamilton@caltestlabs.com; Patrick_Ingram@caltestlabs.com info@caltestlabs.com
	Methods	*Approved for inorganic and microbiological parameters*
Eurofins Eaton Analytical, Inc. (formerly MWH Laboratories)	**Address**	750 Royal Oaks Drive Ste. 100 Monrovia, CA 91016 USA
	Contact	Linda Geddes (Project Manager), Rick Zimmer (quotes)
	P/F	(626) 386-1100, Linda - (626) 386-1163, Rick - (626) 386-1157
	Email	lindageddes@eurofinsus.com
	Methods	*Approved for all inorganic, organic, and radiochemistry parameters in water*
Fruit Growers Laboratory	**Address**	853 Corporation Street Santa Paula, CA 93060 USA
	Contact	David Terz, QA Director
	P/F	(805) 392-2024 / (805) 525-4172
	Email	davidt@fglinc.com
	Methods	*Approved for general physical analysis in soils and most inorganic and organic parameters in water and soil; not approved for mercury in water or silver in soil.*

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Managing Water in the West

Table 5. Approved Laboratory List for the Mid-Pacific Region Quality Assurance and Data Management Branch (MP-156) and Environmental Monitoring and Hazardous Materials Branch (MP-157)

Sierra Foothill Laboratory, Inc.	**Address**	255 Scottsville Blvd, Jackson, CA 95642
	Contact	Sandy Nurse (Owner) or Karen Lantz (Program Manager)
	P/F	(209) 223-2800 / (209) 223-2747
	Email	sandy@sierrafoothilllab.com, CC: dale@sierrafoothilllab.com
	Methods	*Approved for all inorganic parameters (except low level TKN), microbiological parameters, acute and chronic toxicity.*
South Dakota Agricultural Laboratories	**Address**	Brookings Biospace, 1006 32nd Avenue, Suites 103,105, Brookings, SD 57006-4728
	Contact	Regina Wixon, Jessie Davis, Steven Hauger (sample custodian)
	P/F	(605) 692-7325/(605) 692-7326
	Email	regina.wixon@sdaglabs.com, annie.mouw@sdaglabs.com, emily.weissenfluh@sdaglabs.com, darin.wixon@sdaglabs.com
	Methods	*Approved for selenium analysis*
TestAmerica	**Address**	880 Riverside Parkway West Sacramento, CA 95605 USA
	Contact	Linda Laver
	P/F	(916) 374-4362 / (916) 372-1059 fax
	Email	Linda.Laver@TestAmericaInc.com
	Methods	*Approved for all inorganic parameters and hazardous waste organics. Ag analysis in sediment, when known quantity is present, request 6010B*
Western Environmental Testing Laboratories	**Address**	475 East Greg Street # 119 Sparks, NV 89431 USA
	Contact	Kurt Clarkson/Logan Greenwood (Client Services), Andy Smith (Lab Director)
	P/F	(775) 355-0202 / (775) 355-0817
	Email	kurtc@wetlaboratory.com, logang@wetlaboratory.com, andy@wetlaboratory.com
	Methods	*Approved for inorganic parameters (metals, general chemistry) and coliforms.*

Table 6. Parameters for Accepting Non-Project Surface Water in the Upper DMC

Parameter	Values in the DMC
Recommended flow passing Headworks and Check 13	More than 500 cfs
Change in EC attributable to the addition of non-project water	Less than 100 µS/cm
Increase in Selenium attributable to the addition of non-project water	Less than 1 µg/L