Folsom City Council
Staff Report

MEETING DATE:	6/9/2020
AGENDA SECTION:	New Business
SUBJECT:	Resolution No. 10465 - A Resolution Approving and Certifying Addendum No. 2 to the Environmental Impact Report for the Folsom South of U.S. 50 Specific Plan Project (State Clearinghouse #2008092051) and Approving Transfer of up to 5,000 Acre-Feet of Water to State Water Contractors
FROM:	Environmental and Water Resources Department

RECOMMENDATION / CITY COUNCIL ACTION

The Environmental and Water Resources Department recommends the City Council pass and adopt Resolution No. 10465 - A Resolution Approving and Certifying Addendum No. 2 to the Environmental Impact Report for the Folsom South of U.S. 50 Specific Plan Project (State Clearinghouse #2008092051) and Approving Transfer of up to 5,000 Acre-Feet of Water to State Water Contractors.

BACKGROUND / ISSUE

The Water Conservation Act of 2009, or Senate Billx7-7 (SBx7-7, Steinberg), amended the Water Code, under Sections 10608.20 and 10608.24, to require the City to increase water use efficiency, and to identify a method for the State to achieve a 20% statewide reduction in urban per capita water use by December 31, 2020. Under SBx7-7, the City has been required to reduce its per capita water use by 20% since 2009. SB7x7 states that water conservation under that law is subject to Water Code Section 1011, which enables water suppliers to retain their rights in conserved water and transfer it.

Since 2009, to comply with SBx7-7, the City has undertaken various water management measures, including implementing metered water rates beginning on January 1, 2013 and carrying out the Water Systems Optimization Review (SOR) Program, consisting of conservation, repairs, improvements and replacements of existing water transmission and

distribution facilities. On February 24, 2009, City Council adopted Resolution No. 8457, Declaring an Intent to Retain Control of Conserved Water, which in accordance with Water Code Section 1011 permits the City to retain, use and transfer water supplies resulting from its conservation actions.

The City has reduced its consumptive use of American River water under its pre-1914 water rights through the above conservation measures. In addition, under a 2007 agreement with the City, Aerojet has stopped using American River delivered by the City under its water rights for non-potable industrial use and is now using remediated groundwater from its contaminated site for that purpose. Prior to implementation of these measures, the City's maximum diversion of water under its water rights and contracts reached approximately 27,000 acre-feet (AF) in 2007. In 2019, the City's diversion of water was approximately 17,700 AF.

In 2011, the City Council approved the Folsom Plan Area Specific Plan (Folsom Plan Area). At that time, the identified water supply for the Folsom Plan Area was a proposed transfer of Sacramento River water from Natomas Central Mutual Water Company, in the area of the Sacramento airport, with that water being pumped from the Freeport diversion facility in south Sacramento to the City. On December 12, 2012, the City Council, however, approved a change in the Folsom Plan Area's water supply to be use of conserved water made available by the SOR Program and other conservation measures. In order to make this change to the Folsom Plan Area's water supply, the City Council, among other things, certified an addendum to the Folsom Plan Area's environmental impact report and a related agreement with landowners in the Folsom Plan Area. The City Council's related resolutions included the following:

a) Resolution No. 9096 - A Resolution Approving and Certifying an Addendum to the Environmental Impact Report for the Folsom Plan Area Specific Plan Project for Purposes of Analyzing an Alternative Water Supply for the Project; and

b) Resolution No. 9097 - A Resolution Approving a Water Supply and Facilities Financing Plan and Agreement Between the City of Folsom and Folsom Plan Area Landowners for a Water Supply for the Folsom Plan Area, Authorizing the City Manager to Execute the Agreement, and Authorizing the Filing of an Action to Validate the Agreement.

Since adoption of Addendum No. 1 in 2012, it has been determined that consistent with standard land development practices, the Folsom Plan Area will not be fully developed for many years. Accordingly, the Folsom Plan Area's full water demand will not occur for many years and the City can temporarily transfer 5,000 AF of water available to it under its pre-1914 rights that are the source of the water supply for the Folsom Plan Area under Addendum No. 1. The landowners in the Folsom Plan Area have requested that the City seek to implement such a transfer to defray their financial obligations under the 2012 water supply agreement.

Therefore, the City proposes a short-term (one-year) transfer of 5,000 AF of water to certain State Water Contractors (SWCs). This is a very dry year and the SWCs, which are located

primarily in the San Joaquin Valley, have limited supplies and therefore are seeking water transfers.

POLICY / RULE

Water Code section 1011(a) defines "water conservation" as follows: "*For purposes of this section, the term 'water conservation' shall mean the use of less water to accomplish the same purpose or purposes of use allowed the existing appropriative right.*"

Water Code section 1011(b) states, "*Water, or the right to the use of water, the use of which has ceased or been reduced as the result of water conservation efforts as described in subdivision (a), may be sold, leased, exchanged, or otherwise transferred pursuant to any provision of law relating to the transfer of water or water rights, including, but not limited to, provisions of law governing any change in point of diversion, place of use, and purpose of use due to the transfer.*"

Water Code section 1706 applies to pre-1914 rights, which predate the state's Water Commission Act. Section 1706 states, "*The person entitled to the use of water by virtue of an appropriation other than under the Water Commission Act or this code may change the point of diversion, place of use, or purpose of use if others are not injured by such change, and may extend the ditch, flume, pipe, or aqueduct by which the diversion is made to places beyond that where the first use was made.*" Section 1706 allows the City itself to make changes to its pre-1914 rights without approval by the State Water Resources Control Board.

ANALYSIS

The City has reduced its consumptive use of American River water through significant system improvements and other conservation actions and through its agreement with Aerojet, under which Aerojet agreed to use remediated groundwater for non-potable industrial purposes. Through implementation of these measures, the City has reduced its maximum water demand by approximately 10,000 AFY (2007 water demand compared to 2019).

In 2012, the City Council approved the dedication and use of 5,600 AFY of the yield of the City's conservation measures as the source of the water supply for future development of the Folsom Plan Area. In December 2012, the City approved an addendum (Addendum No. 1) to the Folsom Plan Area Project EIR/EIS that analyzed an alternative (new) water supply source to the Folsom Plan Area.

Of the approximately 10,000 AF of now available American River water under the City's pre-1914 water rights, the City transferred up to 5,000 AFY during 2012 through 2016 to the Golden State Water Company (GSWC) for use in its Rancho Cordova service area in each of those years, with acknowledgement from the federal Bureau of Reclamation (Reclamation). The agreement between the City and GSWC has expired; and therefore, the City will not

transfer water to that entity during 2020. Instead, the City is seeking to transfer this same quantity, up to 5,000 AF, to participating SWC in a temporary one-year transfer during 2020.

The quantity of water transferred would be coordinated with Reclamation and Department of Water Resources (DWR) for releases from Folsom Reservoir into the American River, and through the Sacramento River and Sacramento-San Joaquin Delta (Delta), for diversion of the transferred water at DWR's Banks Pumping Plant and conveyance to the participating SWCs. No new water supply conveyance, diversion or treatment facilities would be constructed as part of the proposed transfer.

The City's Conservation Program and Use of Remediated Groundwater for Industrial Purposes

The City's conservation program has consisted of many elements, including:

- Leak and loss detection and repairs, namely the Water Systems Optimization Review (SOR) Program
- Water system upgrades
- Water metering
- Implementing the California Model Water Landscape Ordinance (MWELO)
- Implementing the California Green Building Code Standards (Cal Green)
- Implementing the best management practices (water audits, conservation programs, etc.) of the California Urban Water Conservation Council (now California Water Efficiency Partnership)

In addition, the City significantly reduced demand on its pre-1914 water rights in the American River through the 2007 agreement with Aerojet under which Aerojet began using its own remediated groundwater for non-potable industrial purposes as a substitute supply.

Reduction in Consumptive Use through Distribution System Upgrades and Repairs

The City implemented its leak and loss detection and repairs, and water system upgrades, pursuant to a System Optimization Review (SOR) it conducted under the U.S. Bureau of Reclamation's *Water for America Challenge Grant Program.* The best estimate of the reduction in losses from the City's water system that resulted from the SOR and following physical work on that system is 4,625 acre-feet per year. This estimate is documented in an October 15, 2012 memorandum from Water Systems Optimization, Inc.

Use of Aerojet's Remediated Groundwater for Industrial Purposes

Before 2015, under a contract, the City delivered raw water diverted from Folsom Reservoir under the City's pre-1914 rights to Aerojet for Aerojet's industrial use. This volume of water averaged 3,408 acre-feet per year during the 2008-2014 period, with a high of 3,897 acre-feet

in 2008 and a low of 2,614 acre-feet in 2014. In 2015, under a 2007 contract, Aerojet began dedicating to the City previously contaminated groundwater Aerojet had remediated and treated at its GET AB facility, with the City routing that water to Aerojet for its non-potable industrial use in lieu of the City's raw water from Folsom Reservoir. [1]

Prior to the 2015 initiation of Aerojet's use of GET AB water under the 2007 contract with the City, Aerojet historically discharged the GET AB water to the Rebel Hill Ditch, where that water infiltrated into the groundwater. Aerojet also was authorized to discharge the GET AB water to Buffalo Creek. Consistent with this physical situation, the City understands from Aerojet that GET AB water discharged to Buffalo Creek percolated from the creek into the ground before reaching the American River. Since the middle of 2016, the City has not delivered any raw water to Aerojet. Thus, the use of remediated groundwater has resulted in a reduction of over 2,600 acre-feet per year of surface water under the City's pre-1914 water rights.

Summary of Results of City's Program

Through all of the efforts listed above, including the SOR conservation program and the use of remediated groundwater as a supply for Aerojet's industrial operations, the City has reduced use of the City's pre-1914 supplies from Folsom Reservoir from 2007 levels to current levels (Calendar Year 2019) by approximately 10,000 acre-feet. This combined quantity also includes water conserved through other additional efforts within the City to reduce water use.

Addendum No. 2 has been prepared to evaluate the potential impacts of the proposed modification of the Folsom Plan Area Project to include a one-year transfer of approximately 5,000 AF of water from the source dedicated to the Folsom Plan Area through Addendum No. 1, as well as water made available by Aerojet's use of remediated groundwater. The City plans to partner with participating SWCs in 2020 to transfer that 5,000 AF under the SWC's Dry Year Transfer Program. Addendum No. 2 finds, among other things, that:

- The transfer would not impact fish or other environmental resources in the lower American River or the Delta because the volume of water that would be transferred would be quite small in comparison with projected streamflows through those waterbodies;

- The reliance of the transfer on Aerojet's groundwater pumping would not have impacts on groundwater because Aerojet is required to pump the relevant groundwater by regulatory orders concerning the remediation of the Aerojet site; and

- The transfer would not have impacts in the SWCs' service areas because the transfer is a one-year water supply that only would improve the SWCs' supplies in 2020 and would not be a reliable supply that would support growth or conversion of land to irrigated acreage.

[1] "GET" means "groundwater extraction and treatment."

In order to document the relationship of the transfer to the water supply for the Folsom Plan Area, there also will need to be an agreement with the landowners in that area under which those landowners would agree, among other things, that the inclusion of the "Aerojet water" in the transfer would not result in the dedication of that water supply to the Folsom Plan Area.

FISCAL IMPACT

There is no fiscal impact associated with the transfer of water. Landowners south of Highway 50 in the Folsom Plan Area currently pay for 5,000 AFY of water supplies under a take or pay contract for approximately $1,800,000. The proposed transfer, if completed, would result in approximately $1,750,000 in sales to offset most of the take of pay costs paid by the landowners.

ENVIRONMENTAL REVIEW

On June 14, 2011, City Council approved Resolution No. 8860 - A Resolution Certifying the Folsom Plan Area Specific Plan (FPASP) Final Joint Environmental Impact Report/Environmental Impact Statement. The City Council also adopted Findings of Fact and a Statement of Overriding Considerations and a Mitigation Monitoring and Reporting Program for the FPASP project.

On December 12, 2012, City Council approved Resolution No. 9096 - A Resolution Approving and Certifying an Addendum to the Environmental Impact Report for the Folsom Plan Area Specific Plan Project for Purposes of Analyzing an Alternative Water Supply for the Project.

In accordance with CEQA Guidelines section 15164, an addendum to the EIR is appropriate for consideration for the proposed changes to the Folsom Plan Area project since the transfer of the relevant water supply will:

(a) Not result in new significant impacts not identified in the Folsom Plan Area EIR/EIS, as modified by 2012's Addendum No. 1: The transfer of the 5,000 AF to the SWCs will not have any incrementally significant effects on the environment;

(b) Not substantially increase the severity of impacts previously disclosed in the Folsom Plan Area EIR/EIS: The impacts of the transfer of the relevant water are within the range of potential impacts identified in the Folsom Plan Area EIR/EIS, as modified by 2012's Addendum No. 1; and

(c) Not involve any of the other conditions related to new information: The impacts do not involve any of the other conditions related to new information that can require a subsequent or supplemental EIR under Public Resources Code section 21166 and CEQA Guidelines section 15162.

Specifically, the City has generated, and will generate, the American River water that would be transferred under its pre-1914 water rights through water management activities that already have been implemented and obtaining Aerojet's agreement to use, as a substitute supply, groundwater that it would pump for remediation with or without the transfer.

ATTACHMENTS

1. Resolution No. 10465 - A Resolution Approving and Certifying Addendum No. 2 to the Environmental Impact Report for the Folsom South of U.S. 50 Specific Plan Project (State Clearinghouse #2008092051) and Approving Transfer of up to 5,000 Acre-Feet of Water to State Water Contractors

2. Addendum No. 2 to the Environmental Impact Report for the Folsom South of U.S. 50 Specific Plan Project, with exhibits

3. Purchase Agreement for Water Transfer Between the City of Folsom and Certain State Water Contractors

4. Agreement Concerning 2020 Water Transfer Between the City of Folsom And Certain Landowners in the Folsom Plan Area

5. Staff Presentation Regarding Proposed Water Transfer

Submitted,

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Marcus Yasutake, Director
ENVIRONMENTAL AND WATER RESOURCES DEPARTMENT

ATTACHMENT 1

RESOLUTION NO. 10465

A RESOLUTION APPROVING AND CERTIFYING ADDENDUM NO. 2 TO THE ENVIRONMENTAL IMPACT REPORT FOR THE FOLSOM SOUTH OF U.S. HIGHWAY 50 SPECIFIC PLAN PROJECT (STATE CLEARINGHOUSE #2008092051) AND APPROVING TRANSFER OF UP TO 5,000 ACRE-FEET OF WATER TO STATE WATER CONTRACTORS

WHEREAS, since 2009, the City has undertaken various water conservation measures, including the Systems Optimization Water Project, which consisted of repairs, improvements and replacements of existing water transmission and distribution facilities; and

WHEREAS, on February 24, 2009, the City Council adopted Resolution No. 8457, Declaring an Intent to Retain Control of Conserved Water; and

WHEREAS, in 2011, the City Council approved the Folsom South of U.S. Highway 50 Specific Plan Project ("FPA Project") and certified a related environmental impact report/environmental impact statement (State Clearinghouse No. 2008092051) ("FPA EIR/EIS"); and

WHEREAS, on December 11, 2012, the City Council approved an addendum to the FPA EIR/EIS to change the FPA Project's water supply to a supply of 5,600 acre-feet a year supported by the City's implementation of the Systems Optimization Water Project and other conservation measures; and

WHEREAS, also on December 11, 2012, the City and certain landowners in the FPA Project's area signed a Water Supply And Facilities Financing Plan And Agreement Between The City Of Folsom And Certain Landowners In The Folsom Plan Area ("Water Supply Agreement"), which was recorded in the Sacramento County Official Records in Book 20130124, Page 1382 on January 24, 2013; and

WHEREAS, effective June 29, 2007, the City and Aerojet-General Corporation ("Aerojet") signed the Agreement Between The City Of Folsom And Aerojet-General Corporation With Respect To Water Service, under which the City was able to reduce Aerojet's demand for American River water under the City's pre-1914 water rights by 5,000,000 gallons per day by securing Aerojet's treatment to use, to meet Aerojet's non-potable industrial demands, contaminated groundwater that Aerojet remediates; and

WHEREAS, through the conservation measures described above, other conservation measures and implementation of the 2007 Aerojet agreement, the City has reduced use of the City's pre-1914 supplies from Folsom Reservoir from 2007 levels to current levels (Calendar Year 2019) by approximately 10,000 acre-feet; and

WHEREAS, the FPA Project's area does not currently require the full water supply dedicated to it in the Water Supply Agreement and accordingly, under that agreement, the

landowners that are parties to that agreement requested that the City attempt to transfer water in 2020; and

WHEREAS, certain contractors of the State Water Project ("State Water Contractors") are interested in purchasing water transferred by the City in 2020, which is a dry year; and

WHEREAS, to implement the proposed transfer pursuant to the Water Supply Agreement, the City has caused to be prepared a proposed Addendum No. 2 to the FPA EIR/EIS that analyzes the potential impacts of transferring water subject to the City's pre-1914 water rights, and made available by Systems Optimization Water Project and by the implementation of the 2007 Aerojet agreement, to State Water Contractors in 2020 as a temporary one-year water transfer; and

WHEREAS, the City has provided all notices necessary for its consideration of approving and certifying Addendum No. 2 at the time and in the manner required by State law and the City Municipal Code; and

WHEREAS, all agreements necessary to implement the proposed 2020 water transfer will be in a form acceptable to the City Attorney:

NOW, THEREFORE, BE IT RESOLVED by the Folsom City Council that:

1. Recitals. The City Council hereby finds and determines that the recitals set forth above are true and correct and are incorporated herein by this reference.

2. CEQA Addendum. Pursuant to CEQA, the City Council hereby approves and certifies Addendum No. 2 to the FPA EIR as follows:

a. Name of Project Change: Folsom South of U.S. Highway 50 Specific Plan Project, CEQA Addendum No. 2 – 2020 Water Transfer ("Project Change").

b. Project Change Proponent and Lead Agency: City of Folsom, 50 Natoma Street, Folsom, CA 95630, (916) 461-6162. Contact person: Marcus Yasutake, Environmental and Water Resources Director.

c. Project Change Description: The transfer of up to 5,000 acre-feet of water under the City's pre-1914 water rights to participating State Water Contractors, as discussed in more detail in Addendum No. 2, which is attached as Item No. 2 to the staff report supporting this Resolution and incorporated herein by this reference.

d. Project Change Location: The City of Folsom provides retail water services within the City of Folsom's water rights and contracts place of use. The State Water Contractors manage and operate facilities for distribution of water to customers in each respective agency's service area, including water purchased by each agency from the State Water Project. The transfer will be made available from Folsom Reservoir; conveyed through the Lower American

River, the Sacramento River and the Sacramento-San Joaquin Delta ("Bay-Delta"); pumped into the California Aqueduct through the Department of Water Resources' Harvey O. Banks Pumping Plant in the southern Bay-Delta; and delivered to the participating State Water Contractors' service areas via the California Aqueduct, San Luis Dam and Reservoir and State Water Project facilities.

e. Findings: The City Council has reviewed the proposed Project Change, Addendum No. 2 and attached exhibits, and other documents and information provided by City staff and consultants. On the basis of this information and the whole record before the City Council, the City Council hereby finds and determines as follows:

i) Addendum No. 2 reflects the City Council's independent judgment and analysis;

ii) The Project Change will not: (1) result in any new significant impacts not identified in the FPA EIR/EIS; (2) substantially increase the severity of impacts previously disclosed in the FPA EIR/EIS; or (3) involve any of the other conditions related to new information that would require a subsequent or supplemental EIR under Public Resources Code section 21166 and CEQA Guidelines section 15162;

iii) Specifically, the City has generated the water supplies to be transferred as part of the Project Change by: (a) as discussed in the December 2012 Addendum to the FPA EIR/EIS, implementing the Systems Optimization Water Project and including its yield under the City's pre-1914 water rights in the water supplies dedicated to the FPA Project, which does not require all of that dedicated supply in 2020; and (b) obtaining Aerojet's agreement to use, for its non-potable industrial purposes, remediated groundwater rather than American River water subject to the City's pre-1914 water rights;

iv) As explained in more detail in Addendum No. 2 and its exhibits, the Project Change will: (a) not have any significant environmental effects on the Lower American River, the Sacramento River, the Bay-Delta or any aquatic resources in those waterbodies; (b) involve the transfer of water made available by the City's System Optimization Water Project, which already was completed and involved maintenance of, and repairs on, the City's existing water system; and (c) also will involve the transfer of water that Aerojet would pump for remediation purposes in any case if the City had not arranged for Aerojet's use of that water as a substitute for non-potable supplies that the City previously had delivered to Aerojet from the American River.

v) The City Council is not aware of any other new information of substantial importance that discloses that the FPA Project, including the Project Change, will have other or more severe significant environmental effects not previously discussed or that previously were rejected or other mitigation measures or alternatives are now feasible and effective.

vi) Based on the above findings and determinations, there is no substantial evidence, in light of the whole record before the City Council, that the Project Change may have an incrementally significant effect on the environment.

f. Location and Custodian of Documents: Addendum No. 2 and its attachments, and documents referred to in Addendum No. 2 and exhibits, are on file and available for public review at the City's offices at the above address. The Environmental and Water Resources Director at the above address is the custodian of the documents that constitute the record of proceedings upon which the decision in this matter is based.

g. Notice of Determination: The City Council hereby authorizes and directs the City Manager or her designee to prepare, sign and post a CEQA Notice of Determination for Addendum No. 2 pursuant to the Governor's Executive Order N-54-20 within five days from the date of adoption of this Resolution, and to pay the applicable California Department of Fish and Game CEQA review fee and posting fee, if any, to the County Clerk.

3. Temporary Changes to The City's Pre-1914 Water Rights. Pursuant to Water Code section 1706, the City Council hereby temporarily amends the City's pre-1914 water rights for the term necessary to complete the water transfer to State Water Contractors that is part of the Project Change as follows:

a. The points of diversion and rediversion temporarily are amended to include the Department of Water Resources' Harvey O. Banks Pumping Plant, as well as San Luis Dam and Reservoir, jointly operated by the Department of Water Resources and the federal Bureau of Reclamation;

b. The place of use temporarily is amended to include the service areas of the participating State Water Contractors;

c. The purpose of use temporarily is amended to include agricultural use; and

d. These changes will not injure any other legal user of water because: (i) as recognized in multiple contracts with the United States, the City holds a pre-1914 water right entitling it to divert 27,000 acre-feet per year of American River water, with diversions occurring year-round; (ii) the City's current level of diversion is approximately 17,700 acre-feet, as a result of numerous conservation measures and obtaining Aerojet's agreement to substitute other supplies to meet its needs; and (iii) the 5,000 acre-feet that the City is transferring is approximately 50% of the 9,300 acre-feet per year of reduced water use, resulting in the transfer having a safety margin of 4,300 acre-feet, which 86% of the transfer amount.

4. Execution of Agreements. The City Council hereby authorizes and directs the City Manager or her designee to execute, subject to the approval as to form of the City Attorney: (a) an Agreement Concerning 2020 Water Transfer Between The City Of Folsom And Certain Landowners In The Folsom Plan Area in substantially the form of Item 3 attached to the staff report for this matter; and (b) other agreements with the Department of Water Resources, the federal Bureau of Reclamation or other parties as may be necessary to implement the Project

Change.

5. Approval of Project Change. The City Council approves the Project Change as a modification of the FPA Project.

PASSED AND ADOPTED this 9th day of June 2020, by the following roll-call vote:

AYES: Council Member(s):
NOES: Council Member(s):
ABSENT: Council Member(s):
ABSTAIN: Council Member(s):

Sarah Aquino, MAYOR

ATTEST:

Christa Freemantle, CITY CLERK

ATTACHMENT 2

FOLSOM SOUTH OF U.S. 50 SPECIFIC PLAN PROJECT

EIR/EIS Addendum #2

Prepared for

City of Folsom

June 2020

ESA

FOLSOM SOUTH OF U.S. 50 SPECIFIC PLAN PROJECT

EIR/EIS Addendum #2

Prepared for

City of Folsom

June 2020

2600 Capitol Avenue
Suite 200
Sacramento, CA 95816
916.564.4500
esassoc.com

ESA

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Folsom South of U.S. 50 Specific Plan Project Addendum #2

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SECTION 1
Background and Purpose of this Addendum

1.1 Introduction

The Folsom South of U.S. Highway 50 Specific Plan Project (Folsom Plan Area Project) Environmental Impact Report (EIR)/Environmental Impact Statement (EIS) was prepared by the City of Folsom (City) and the U.S. Army Corps of Engineers (USACE), in accordance with the requirements of the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA) (State Clearinghouse #2008092051). The City, as lead agency under CEQA, certified the EIR on June 14, 2011 and adopted the Folsom Plan Area Project.

The City has reduced its consumptive use of water through significant system improvements and other conservation actions, and in 2012, the City Council approved the dedication and use of 5,600 acre-feet per year (AFY) of the yield of the City's conservation measures as the source of the water supply for future development of the Folsom Plan Area. In December 2012, the City approved an addendum (Addendum #1) to the Folsom Plan Area Project EIR/EIS that analyzed an alternative (new) water supply source to the Folsom Plan Area. The new water supply is derived through an exchange of Pre-1914 water rights supplies with the City's East Area and yield resulting from the City's conservation activities for up to 5,600 AFY. The exchange was made possible by the City's conservation activities, including a leak and loss detection and correction program known as the Systems Optimization Water Project. Addendum #1 evaluated this change in water supply source for the Folsom Plan Area Project and concluded that it would not result in new significant impacts, substantially increase the severity of previously disclosed impacts or involve any of the conditions related to changed circumstances or new information that would require preparation of a subsequent or supplemental EIR beyond those impacts identified and evaluated in the Folsom Plan Area Project EIR/EIS.

Consistent with standard land development practices, the Folsom Plan Area will not be fully developed for many years. Accordingly, the Folsom Plan Area's full water demand will not occur for many years and the City can temporarily transfer 5,000 AFY of water available under its pre-1914 rights that includes a source of the water supply for the Folsom Plan Area under Addendum #1. The source of the transfer water also includes substitution of remediated groundwater for Aerojet's industrial use in place of raw water that the City previously delivered to Aerojet under the City's pre-1914 rights. Therefore, the City proposes a short-term (one-year) transfer of 5,000 AF of water in 2020. This addendum (Addendum #2) has been prepared to evaluate the potential impacts of the proposed modification of the Folsom Plan Area Project to include a one-year transfer of approximately 5,000 AF of water from the source dedicated to the Folsom Plan Area

through Addendum #1, as well as water made available by Aerojet's use of remediated groundwater.

1.2 Purpose of the EIR Addendum

According to Section 15164(a) of the CEQA Guidelines, the lead agency or a responsible agency shall prepare an addendum to a previously certified EIR if some changes or additions are necessary but none of the conditions described in Section 15162 requiring preparation of a subsequent EIR have occurred. Section 15162 of the CEQA Guidelines lists the conditions that would require the preparation of a subsequent EIR rather than an addendum. These include the following:

1. Substantial changes are proposed in the project which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;

2. Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or

3. New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time of the previous EIR was certified as complete or the negative declaration was adopted, shows any of the following:

    a. The project will have one or more significant effects not discussed in the previous EIR or negative declaration;

    b. Significant effects previously examined will be substantially more severe than shown in the previous EIR;

    c. Mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the Project, but the project proponents decline to adopt the mitigation measure or alternative; or

    d. Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.

In its 2016 decision in *Friends of College of San Mateo Gardens v. San Mateo Cty. Comm. College Dist.*, the California Supreme Court held that an addendum can be used under CEQA where these above conditions are met and the original CEQA document retains some informational value despite the proposed changes to the project. (*Friends of College of San Mateo Gardens v. San Mateo Cty. Comm. College Dist.* (2016) 1 Cal.5th 937, 947-948, 950-953.)

Under these standards, this Addendum #2 concludes that an addendum is the appropriate method for evaluating the proposed project changes.

SECTION 2
Description of Project Changes

2.1 Background

City Water Supply

The City has water rights and contracts for 34,000 AFY of surface water for diversion from the American River at Folsom Reservoir or the Folsom South Canal. These supplies are based on the following water rights and contracts:

- **Pre-1914 Appropriative Water Right for 22,000 AFY**. The City's entitlement is based on a pre-1914 appropriative right from the South Fork of the American River established by the Natoma Water Company in 1851. Natoma Water Company's original pre-1914 water right established a maximum diversion rate "to fill a Canal Eight feet wide and Four feet deep with a current running ten miles per hour." This correlates to a diversion rate of 60 cubic feet per section (cfs) and a maximum quantity of 32,000 AFY. Of this quantity, the City acquired a 22,000 acre-foot (AF) entitlement under a 1967 co-tenancy agreement with what is now Golden State Water Company (GSWC). The remaining 10,000 AF is discussed below. The City's 22,000 AF portion of the pre-1914 right is conveyed by the Bureau of Reclamation (Reclamation) to the City under Contract No. 14-06-200-5515A. There are no dry-year shortage terms in Contract No. 14-06-200-5515A.

- **Pre-1914 Appropriative Water Right for 5,000 AFY**. The City's 5,000 AF entitlement is also based on Natoma Water Company's pre-1914 appropriative water right from the South Fork of the American River. In November 1994, the City executed a contract with Southern California Water Company-Folsom Division (SCWC) – which is now GSWC – under which the City acquired the right to use 5,000 AF of water per year of the 10,000 AFY that SCWC had retained under the 1967 co-tenancy agreement identified above. The City's 5,000 AF entitlement is conveyed by Reclamation to the City under Contract No. 14-06-200-4816A. There are no dry-year shortage terms in Contract No. 14-06-200-4816A.

- **Central Valley Project (CVP) Contract Entitlement for 7,000 AFY.** On February 28, 2020, the City executed a repayment contract with Reclamation for 7,000 AFA of CVP water supplies. This water is derived solely from American River water rights held by the Reclamation for diversion and storage at Folsom Reservoir. Reclamation's CVP water rights are junior to water rights that existed prior to the development of the CVP. In dry years, the water supply is subject to Reclamation's Municipal and Industrial Water Shortage Policy (M&I Shortage Policy). Under this policy, water supplies are reduced from a baseline volume depending upon the inflow and storage conditions. The City is not seeking to transfer, in 2020, any water available under its CVP repayment contract.

Folsom Plan Area Water Supply

To provide a reliable water supply to the Folsom Plan Area, the City proposed, and the 2011 Folsom Plan Area Project EIR/EIS evaluated, purchasing a permanent assignment of not more than 8,000 AFY of CVP contract water from the Natomas Central Water Company (NCMWC), diverting the water from the Sacramento River at the Freeport Regional Water Authority Project (Freeport Project) and conveying it to the Folsom Plan Area through new potable water infrastructure. The use of the Freeport Project was based on a Memorandum of Understanding (MOU) entered into between the City and Sacramento County Water Agency (SCWA) for the City to use 6.5 million gallons per day (MGD) of SCWA's portion of the Freeport Project. In addition, the approved project included construction and operation of new water supply conveyance infrastructure to deliver the water to the Folsom Plan Area.

As described in Addendum #1, due to the uncertainty in the schedule for Reclamation to approve the assignment of NCMWC CVP entitlement (8,000 AFY) to the City, the City modified the Folsom Plan Area's water supply to include water supply derived from certain of the City's water conservation activities (Revised Proposed Off-site Water Facilities Alternative). Water Code section 1011 permits the City to retain and use water supplies resulting from its water conservation actions. On February 24, 2009 – prior to the enactment of 2009's SBX7-7 conservation legislation – the Folsom City Council adopted Resolution No. 8457, which allows the City of Folsom to retain the rights of all water conserved. The City's conservation program consists of many elements, including:

- Leak and loss detection and repairs
- Water system upgrades
- Water metering and metered water rates
- Implementing the California Model Water Landscape Ordinance (MWELO)
- Implementing the California Green Building Code Standards (Cal Green)
- Implementing the best management practices (water audits, conservation programs, etc.) of the California Urban Water Conservation Council (now California Water Efficiency Partnership)

The conservation yield from the City's implementation of leak and loss detection and repair, and related water system upgrades pursuant to its Systems Optimization Water Project, as calculated by the City, is approximately 6,450 AFY. This yield is conserved from the City's existing water supply system, pursuant to unfunded state mandates, and exceeds the Folsom Plan Area's projected buildout water demand of 5,600 AFY. This calculation of the conservation yield includes a conservative assumption that the City's application of metered water rates would reduce consumption at metered connections by 10%. As discussed in the documents supporting Addendum #1, the standard assumption among water agencies is that the application of metered water rates will result in approximately a 20% reduction in consumption at metered connections.

Under Water Code section 1011, in 2012, City Council approved the dedication and use of the yield of the City's conservation measures and system improvements as the water supply for the future development of the Folsom Plan Area. Addendum #1 to the Folsom Plan Area Project EIR/EIS evaluated this new water supply source that included an exchange of supplies with the City's East Area and consisted of a combination of pre-1914 water rights (up to 5,000 AFY) and yield resulting from the City's conservation activities for up to 5,600 AFY.

Aerojet Water

Before 2015, under a contract, the City delivered raw water diverted from Folsom Reservoir under the City's pre-1914 rights to Aerojet for Aerojet's industrial use. This volume of water averaged 3,408 AFY during the 2008-2014 period, with a high of 3,897 AF in 2008 and a low of 2,614 AF in 2014. In 2015, under a 2007 contract, Aerojet began dedicating to the City previously contaminated groundwater Aerojet had remediated and treated at its groundwater extraction and treatment (GET) AB facility, with the City routing that water to Aerojet for its non-potable industrial use in lieu of the City's raw water from Folsom Reservoir.

Prior to the 2015 initiation of Aerojet's use of GET AB water under the 2007 contract with the City, Aerojet historically discharged the GET AB water to the Rebel Hill Ditch, where that water infiltrated into the groundwater. Aerojet also was authorized to discharge the GET AB water to Buffalo Creek. The GET AB discharge point on Buffalo Creek is more than six miles upstream of the creek's discharge point to the American River. Aerojet's GET AB discharges and operations have been regulated by a series of waste discharge requirements (WDRs) issued by the Central Valley Regional Water Quality Control Board (Central Valley Regional Board). The current WDRs are Regional Board Order R5-2017-0095, which describes GET AB, as well as several other GET facilities. Those WDRs state that not only is the point at which GET AB is discharged to Buffalo Creek several miles upstream of the American River, but also that Buffalo Creek features retention basins between that point and the river, with those ponds acting as points where "[t]he impounded water is stored for evaporation [and] percolation." [1] Consistent with this, the City understands from Aerojet that GET AB water discharged to Buffalo Creek percolated from the creek into the ground before reaching the American River[2].

Since the middle of 2016, the City has not delivered any raw water to Aerojet. As a result, the use of remediated groundwater has resulted in a reduction of over 2,600 AFY of surface water under the City's pre-1914 water rights.

2.2 Proposed Project Change

As discussed in Section 2.1 Background, the City holds pre-1914 appropriative rights to 22,000 AFY and 5,000 AFY, both of which are covered by water-right conveyance contracts with Reclamation. The City has reduced its consumptive use of American River water under its pre-1914 water rights through significant system improvements, other conservation actions, and use

1 www.waterboards.ca.gov/centralvalley/board_decisions/adopted_orders/sacramento/r5-2017-0095.pdf. The discussion of the retention basins is on page F-21 of Attachment F, which is the Fact Sheet.

2 Personal communication between Todd Eising, City of Folsom, and Scott Goulart, Aerojet, March 16, 2020.

of remediated groundwater from the contaminated Aerojet site. Prior to implementation of these measures, the City's maximum water demand reached approximately 27,000 AF in 2007.

Through implementation of these measures, the City has reduced its maximum water demand by 10,000 AF (2007 water demand compared to current water demand [Calendar Year 2019]).

Of the 10,000 AF, the City transferred up to 5,000 AF during 2012 through 2016 to GSWC in each of those years, with acknowledgement from Reclamation. The agreement between the City and GSWC has expired; and therefore, the City will not transfer water to that entity during 2020. Instead, the City is seeking to transfer this same quantity, up to 5,000 AF, to participating State Water Contractors (SWC) in a temporary one-year transfer during 2020 (proposed transfer). The City understands that the participating SWCs are the following:

- Alameda County Water District
- Dudley Ridge Water District
- Kern County Water Agency
- County of Kings
- Tulare Lake Basin Water Storage District
- Palmdale Water District

The quantity of water transferred would be coordinated with Reclamation and Department of Water Resources (DWR) for releases from Folsom Reservoir into the American River, and through the Sacramento River and Sacramento-San Joaquin Delta (Delta), for diversion of the transferred water at DWR's Harvey O. Banks (Banks) Pumping Plant and conveyance to the participating SWCs. It is anticipated the proposed up to 5,000 AF transfer could occur through a range of operations scenarios. The following scenarios represent bookends of operations under which the transfer could occur:

- Release of 25 cubic feet per second (cfs) (approximately 1,500 AF) each month July 1 through October 8, 2020
- Release of 80 cfs (approximately 5,000 AF) of water in August 2020
- Release of 80 cfs (approximately 5,000 AF) water in September 2020

The 25-cfs release scenario reflects a bookend of a low instantaneous release/long duration operational scenario. The 80-cfs release scenarios represent high instantaneous release/short duration scenarios.

The actual release schedule for the proposed transfer water would be determined following completion of coordination with Reclamation and DWR.

No new water supply conveyance, diversion or treatment facilities would be constructed as part of the proposed transfer.

SECTION 3
Analysis of Potential Environmental Effects

3.1 Introduction

The Folsom Plan Area Project EIR/EIS, as amended through Addendum #1, evaluated potential environmental impacts in the following resource areas: aesthetics; air quality; biological resources; climate change; cultural resources; environmental justice, geology, soils, mineral resources and paleontological resources; hazardous and hazardous materials; hydrology and water quality; land use and agricultural resources; noise; parks and recreation; population, employment and housing; public services; traffic and transportation; utilities and service systems; groundwater; and water supply. Cumulative and growth-inducement impacts were also evaluated. These resource areas are reconsidered in this addendum in light of the proposed modification of the Folsom Plan Area Project described in this addendum.

Specifically, the addendum analyzes whether, with the proposed modifications, implementation of the Folsom Plan Area Project will result in any new significant impacts or substantially more severe impacts than those identified in the Folsom Plan Area Project EIR/EIS, as amended through Addendum No. 1. The Folsom Plan Area Project EIR/EIS (Section 3.0, Approach to the Environmental Analysis) describes the criteria that were used to determine the significance of environmental impacts. All mitigation measures identified in the Folsom Plan Area Project EIR/EIS were subsequently adopted by the City as conditions of project approval. All applicable measures also will apply to the modified Folsom Plan Area Project described in this addendum.

3.2 Environmental Review of Project Change

The proposed change to the Folsom Area Plan evaluated in this addendum includes a one-year transfer of up to 5,000 AF from a source dedicated to the Folsom Plan Area and water made available by Aerojet's use of remediated groundwater. The quantity and timing of water transferred would be coordinated with Reclamation and DWR for releases from Folsom Reservoir into the American River, and through the Sacramento River and the Delta, for diversion of the transferred water at DWR's Banks Pumping Plant and conveyance to the participating SWCs. As a result, the environmental analysis considers the potential impacts of each of three operational scenarios by which the transfer could be implemented. Because the proposed transfer would be a one-year transfer limited to 5,000 AF, for the participating SWCs, the transfer only would backfill dry-year reductions in their standard water supplies for one year and would not be sufficiently reliable over any multi-year term to support new construction, development of land for either urban or agricultural uses or conversion of land to irrigated agriculture.

Addendum #1 (approved in December 2012) to the Folsom Plan Area Project EIR/EIS evaluated the water supply to meet the demand of the Folsom Area Plan Project that included an exchange of supplies with the City's East Area and consisted of a combination of pre-1914 water rights (up to 5,000 AFY) and yield resulting from the City's conservation activities for up to 5,600 AFY. Therefore, this addendum does not include a further evaluation of the source of the water for the proposed one-year transfer. Addendum #1 concluded that water supplies associated with conservation activities (leak fixes that are components of the City's Systems Optimization Water Project and implementation of metered rates water): (1) were consistent with CEQA's standards for categorical exemptions (Class 2 for leak fixes; Class 1 and 3 for metered rates); (2) would not result in any significant environmental impacts that were not analyzed in the Folsom Plan Area Project EIR/EIS; (3) would not result in a substantially more severe environmental impacts than were analyzed in the Folsom Plan Area Project EIR/EIS; and (4) would involve no new information of substantial importance concerning environmental impacts. Therefore, the source of the water for the one-year transfer attributed to conservation is not further evaluated in this addendum.

In addition, the proposed one-year transfer of 5,000 AF would not change the source or amount of water needed to meet the demand of the approved Folsom Plan Area Project evaluated in the Folsom Plan Area Project EIR/EIS, as amended. Furthermore, the City's inclusion of some or all of the Aerojet water in the proposed transfer would not result in any portion of the Aerojet water being included in the Folsom Plan Area's water supply. Therefore, impacts associated with meeting the water demand at buildout of the Folsom Plan Area are not further evaluated in this addendum.

This addendum does evaluate potential impacts associated with the one-year transfer of up to 5,000 AF to participating SWCs for use in their service areas, as well as water made available by Aerojet's use of remediated groundwater, compared to the environmental impact analysis contained in the Folsom Plan Area Project EIR/EIS, as amended. Because the quantity and timing of water transferred would be determined in coordination with Reclamation and DWR, the environmental analysis considers the potential impacts of each of three operational scenarios through which the transfer could occur as presented in Table 1.

Table 1 includes: (1) a discussion of summary of the impact discussion contained in the Folsom Plan Area Project EIR/EIS for each resource area; (2) list of mitigation measures adopted for the Folsom Plan Area Project EIR/EIS; and (3) discussion of environmental impacts, if any, associated with the proposed transfer and its relationship to the analysis contained in the Folsom Plan Area Project EIR/EIS for each resource area. Specifically, the information presented in Table 1 answers the following questions:

- **Where Impact(s) were analyzed in the EIR/EIS** - where in the Folsom Plan Area Project EIR/EIS impacts for each resource topic were discussed.
- **EIR/EIS Impact Conclusions**. impact conclusion for each resource topic:
  - NI – no impact
  - LTS – less than significant impact

  - LSM – less than significant with mitigation measures incorporated
  - SU – significant and unavoidable
- Would the proposed modifications involve any new significant or substantially more severe impacts?
- Are there any new circumstances involving new significant impacts or substantially more severe impacts?
- Is there any new information requiring new analysis or verification?
- Are prior mitigation measures sufficient for addressing any new potential changes or impacts?

TABLE 1
ENVIRONMENTAL REVIEW

Environmental Issue Area	*Where Impact(s) were Analyzed in Prior Environmental Documents*	*What were the Environmental Impact conclusions for the Proposed Water Facilities?*	*Do Proposed Changes Involve New Significant or Substantially More Severe Impacts?*	*Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?*	*Any New Information Requiring New Analysis or Verification?*	*Are Prior Mitigation Measures Sufficient for Addressing Any New Potential Changes or Impacts?*
Aesthetics/Visual	**EIR/EIS Pages 3B.1 through 1-24**	**LSM**	**No**	**No**	**No**	**None Required**

EIR/EIS Discussion:
Section 3B.1 Aesthetics-Water, concluded that impacts to aesthetic resources and light and glare associated with the construction and operation of the Proposed Off-site Water Facility Alternative could be significant but would be reduced to less than significant levels with incorporation of mitigation measures. Addendum #1 evaluated a change in water supply source for the Folsom Plan Area Project and concluded that it would have the same or less impacts as those identified in the Folsom Plan Area EIR/EIS.

Project Change Discussion:
Implementation of the proposed transfer would not result in the construction or operation of new water supply conveyance, diversion or treatment facilities in either the Folsom Plan Area or any SWC's service area that would receive the transfer water. As a result, implementation of the proposed transfer would not result in a short-term or permanent change in visual character or in new sources of light or glare.

Release of water from Folsom Reservoir under the proposed transfer would result in a short-term increase in flow in the American River. As presented in Attachment A: City of Folsom Water Transfer, Water Operations Analysis Technical Memorandum, depending on the scenario, these increases would range from 25 cfs (approximately 1,500 AF) per month July 1 through October 8; to 80 cfs (up to 5,000 AF) in either August or September. As presented in Attachment A, flow rates in the lower American River are forecasted by Reclamation(May 26, 2020 CVP Water Supply Update) to be 3,385 cfs (approximately 208,000 AF) in July; 3,276 cfs (approximately 201,000 AF) in August; 1,776 cfs (approximately 106,000 AF) in September; and 1,276 cfs (78,000 AF) in October for the 90% exceedance[3]. Based on Reclamation's forecast, the proposed transfer would result in a less than 1% increase to 2% increase in lower American River flows (releasing 25 cfs per month), using Reclamation's 90% exceedance forecast. The release of 80 cfs in August or September would result in a one-time increase in flows of approximately, 2.4% and 4.5%, respectively, using Reclamation's 90% exceedance forecast. To the extent the American River flows in the July-October period actually would be higher if hydrology ultimately were closer to prior 50% exceedance forecasts by Reclamation, the effects of the transfer on American River flows and other waterbodies would be even lower. Under all of the scenarios, the increase in flow would not represent a noticeable change in water levels; and therefore, would not result a noticeable change the visual character of the river.

[3] There is an equal chance of actual hydrologic conditions being wetter or dryer than the 50% exceedance forecast. Actual hydrologic conditions have a 90% chance of being wetter than the 90% exceedance forecast with only a 10% chance of being dryer. Reclamation is required to use the 90% exceedance forecast when allocating water supply to CVP water service contractors. The proposed City of Folsom water transfer is analyzed using both the 50% and 90% exceedance forecasts to cover the range of possible effects.

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In addition to the proposed transfer, other water suppliers in the American River area are proposing additional 2020 water transfers. The City of Sacramento, Carmichael Water District, GSWC and Sacramento Suburban Water District are proposing a transfer that would involve up to 18,500 AF of water being made available from the American River for diversion by DWR at its Banks Pumping Plant. Attachments to the City of Sacramento's and Carmichael Water District's associated water-right petitions describe that transfer as involving streamflows increasing 70 cfs in the July-September period, and 40 cfs in the October-November period, below the City of Sacramento's Fairbairn diversion facility. That facility is located just west and downstream of the Howe Avenue bridge. The increased flows would be made available through the transferring parties pumping groundwater in lieu of diverting water primarily at the Fairbairn diversion facility. According to the above-referenced water-right petition attachments, this other transfer would change streamflows only downstream of the Fairbairn facility. The Placer County Water Agency (PCWA) filed a water-right petition on May 22, 2020 that would involve the transfer of up to 20,000 AF (approximately 150 cfs), potentially between July and September, that would be released from Folsom Reservoir for diversion by DWR at the Banks Pumping Plant and/or by Reclamation at the Bill Jones (Jones) Pumping Plant. If the City of Folsom's proposed transfer and the other American River agencies' proposed transfers were to be implemented simultaneously, they would involve an increase in streamflows a maximum of 75 cfs (July) and 230 cfs (August/September) above the Fairbairn facility and 245 cfs (July) and 300 cfs (August/September) below Fairbairn during the proposed transfer period. Given the American River streamflows projected by Reclamation for that period, the combined effect of the transfers would be minor and would not noticeable aesthetically in river. The proposed transfer would be a temporary one year transfer to offset shortages due to a reduced allocation of SWP water, that would not be sufficiently reliable for multiple years to support long-term or permanent construction or land use changes in the SWCs' service areas. The transfer, therefore, would not result in changes to agricultural or urban use in SWC service areas receiving the water that could change the existing visual character or result in new sources of light and glare. Therefore, implementation of the proposed transfer would not result in any new significant impacts or substantially more severe impacts than those described in the Folsom Plan Area Project EIR/EIS, as amended.						
Air Quality	**EIR/EIS Pages 3B.2-1 through 2-16**	**SU**	**No**	**No**	**No**	**None Required**
EIR/EIS Discussion: Section 3B.1 Air Quality – Water, concluded that construction of the Proposed Off-site Water Facility Alternative could result in temporary, but significant and unavoidable, impacts to air quality though the generation of criteria ozone precursors (e.g., nitrogen oxides (NOx). Even after the application of mitigation, residual construction-related NOx emissions would be significant. Only minor quantities of criteria air pollutants would be generated during the operation of the Proposed Off-site Water Facility Alternative and; therefore, the residual impact would be less than significant with no mitigation required. Addendum #1 evaluated a change in water supply source for the Folsom Plan Area Project and concluded that it would have the same or less impacts as those identified in the Folsom Plan Area EIR/EIS. **Project Change Discussion:** As discussed above under Aesthetics/Visual, implementation of the proposed transfer would not result in the construction or operation of new water supply conveyance, diversion or treatment facilities in either the Folsom Plan Area or any SWC's service area that would receive the transfer water. Therefore, the operation of involved water facilities would be within the range of historical operations and there would be no construction or operational activities that could result in short-term or permanent increases in air emissions. As presented in Attachment A, the City's proposed transfer would result in a maximum increase of pumping of approximately 80 cfs for a one-month period at DWR's Banks Pumping Plant, which would result in a maximum increase in Banks' exports of about 3,750 AF from approximately 55,000 AF to approximately 59,000 AF. As described above under Aesthetics/Visual, other water suppliers in the American River area are proposing additional 2020 water transfers that would involve up to 38,500 AF of water being made available from the American River for diversion by DWR at its Banks Pumping Plant and/or by Reclamation at its Jones Pumping Plant. If the City's proposed transfer and the other American River agencies proposed transfers were to be implemented simultaneously, they would involve an increase in pumping at the Banks and/or Jones Pumping Plants. The increases in pumping are anticipated to be within the normal operations of both the Banks and Jones Pumping Plants because						

TABLE 1
ENVIRONMENTAL REVIEW

Environmental Issue Area	*Where Impact(s) were Analyzed in Prior Environmental Documents*	*What were the Environmental Impact conclusions for the Proposed Water Facilities?*	*Do Proposed Changes Involve New Significant or Substantially More Severe Impacts?*	*Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?*	*Any New Information Requiring New Analysis or Verification?*	*Are Prior Mitigation Measures Sufficient for Addressing Any New Potential Changes or Impacts?*
they are part of recurrent dry year transfer programs. Therefore, the increase would not be anticipated to result in a significant change in pumping and associated air emissions. As also discussed above in Aesthetics/Visual, the proposed transfer would be a temporary one year transfer to offset shortages due to a reduced allocation of SWP water. It would not result in changes to agricultural or urban use in SWC service areas receiving the water that would increase air emissions over current conditions. Therefore, implementation of the proposed transfer would not result in any new significant impacts or substantially more severe impacts than those described in the Folsom Plan Area Project EIR/EIS, as amended.						
Biological Resources	**EIR/EIS Pages 3B.3-1 through 3-62**	**SU**	**No**	**No**	**No**	**None Required**
EIR/EIS Discussion: Section 3B.3 Biological Resources-Water, concluded that implementation of the Proposed Off-site Water Facility Alternative would result in significant impacts to biological resources including plant, and wildlife resources, either directly or through the loss or degradation of habitat. Significant impact would be reduced to less than significant levels with incorporation of mitigation measures. The EIR/EIS also concluded that construction and operation of the Off-site Water Facility Alternatives would have the potential to interfere substantially with the movement of native resident or migratory fish. This impact was determined to be less than significant because construction activities would be temporary and would not result in any permanent barriers to the movement of native resident or migratory fish. In addition, the EIR/EIS concluded that assignment of water from NCMWC to the City would result in slight, permanent increases in river flows (see Chapter 3B.9.3) within a section of the Sacramento River, north of Freeport. In considering the combination of a change in delivery schedule, addition of a new point of diversion, and quantity of water diverted, the Off-site Water Facilities could realize benefits in terms of increased flows within the Sacramento River when compared to existing conditions, and therefore, could realize added minor benefits to fisheries. The EIR/EIS also concluded operation of the Off-site Water Facility Alternatives would not result in any substantial changes in flows that could contribute to a reduction in fish populations or the quality or quantity of aquatic habitat within the Sacramento River system, including the Delta, for any special-status wildlife and fishery species and the direct and indirect impacts are considered less than significant. Addendum #1 evaluated a change in water supply source for the Folsom Plan Area Project and concluded that it would have the same or less impacts as those identified in the Folsom Plan Area EIR/EIS. **Project Change Discussion:** As discussed above under Aesthetics/Visual, implementation of the proposed transfer would not result in the construction or operation of new water supply conveyance, diversion or treatment facilities in either the Folsom Plan Area or any SWC's service area that would receive the transfer water. As a result, it would not include any activities that could result in short-term or permanent disturbance or loss of plant or wildlife species or habitats. In addition, the proposed transfer would be a temporary one year transfer to offset shortages due to a reduced allocation of SWP water. It would not result in changes to agricultural or urban use in SWC service areas receiving the water that could result in a short-term or permanent disturbance or loss of plant or wildlife species or habitats. As described in more detail in Attachment A and above under Aesthetics/Visual, hydrologic modeling results for the proposed water transfer show no significant changes in any of the hydrologic indicators measured (i.e., Folsom Reservoir storage, American River flow, Delta outflow, and Banks exports). Release of water from Folsom Reservoir under the proposed transfer would result in a short-term and minor increase in flow in the American River (i.e., less than 1% increase to 2% increase in lower American River flows releasing 25 cfs per month, and less than 2.4% and 4.5% increase in American River flows releasing 80 cfs in August or September, respectively), using Reclamation's 90% exceedance forecast. Based on a review of stage-discharge data relationships in the American River (USGS 11446500 American River at Fair Oaks, CA), these minor (very small) changes in flow would be indiscernible in terms of changes to habitat conditions (i.e., less than one-inch, or less than 2%, change in stage). Under all of the scenarios, the increase in flows would not represent a noticeable (or discernable) change in aquatic habitat suitability, based on flow-habitat relationships, for special-status fish, including anadromous salmonids (i.e., Steelhead and Chinook Salmon). Further, the transfers would occur during periods that are outside of peak occurrence for spawning and egg incubation (Hallock et al. 1961; McEwan 2001), which are sensitive life stages for these species.						

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As described in more detail above under Aesthetics/Visual, other water suppliers in the American River area are proposing additional 2020 water transfers that would involve up to 38,500 AF of water being made available from the American River for diversion by DWR at its Banks Pumping Plant and/or by Reclamation at its Jones Pumping Plant. The attachments to those water-right petitions describe that transfers as involving streamflows increasing 150 cfs above the City of Sacramento's Fairbairn diversion facility in the July- September period, and 220 cfs in the July-September period, and 40 cfs in the October-November period, below the Fairbairn diversion facility. As discussed above, If the City's proposed transfer and the other American River agencies' proposed transfers were to be implemented simultaneously, they would involve an increase in streamflows a maximum of 75 cfs (July) and 230 cfs (August/September) above the Fairbairn facility and 245 cfs (July) and 300 cfs (August/September) below Fairbairn during the proposed transfer period which would not represent a noticeable (or discernable) change given the American River streamflows projected by Reclamation for that period. Therefore, it would not result in a discernable change in aquatic habitat suitability, based on flow-habitat relationships, for special-status fish, including anadromous salmonids (i.e., Steelhead and Chinook Salmon). Further, the period during which the City's transfer is anticipated to be implemented generally would be outside of the period for spawning and egg incubation for salmon and steelhead in the American River. Therefore, implementation of the proposed transfer would not result in any new significant impacts or substantially more severe impacts than those described in the Folsom Plan Area Project EIR/EIS, as amended.						
Climate Change	**EIR/EIS Pages 3B.4-1 through 4-10**	**SU**	**No**	**No**	**No**	**None Required**
EIR/EIS Discussion: Section 3B.4 Climate Change – Water, concluded that implementation of the Proposed Off-site Water Facility Alternative would generate substantial greenhouse gas emissions (GHG) emissions. Even with the implementation of mitigation measures, GHG emissions would not be reduced to a less-than-significant level; and therefore, would remain significant and unavoidable. Addendum #1 evaluated a change in water supply source for the Folsom Plan Area Project and concluded that it would have the same or less impacts as those identified in the Folsom Plan Area EIR/EIS. **Project Change Discussion:** As discussed above under Aesthetics/Visual, implementation of the proposed transfer would not result in the construction or operation of new water supply conveyance, diversion or treatment facilities in either the Folsom Plan Area or any SWC's service area that would receive the transfer water. Therefore, it would not include activities that could result in short-term or permanent increases in GHG emissions. As presented in Attachment A and discussed above under Air Quality, the proposed transfer would result in minor changes in pumping at DWR's Banks Pumping Plant and Reclamation's Jones Pumping Plants. As also described under Air Quality, other water suppliers in the American River area are proposing additional 2020 water transfers that would involve up to 38,500 AF of water being made available from the American River for diversion by DWR at its Banks Pumping Plant and/or by Reclamation at its Jones Pumping Plant. If the City's proposed transfer and the other American River agencies' proposed transfers were to be implemented simultaneously, they would involve an increase in pumping at the Banks and/or Jones Pumping Plants. The increases in pumping are anticipated to be within the normal operations of both the Banks and Jones Pumping Plants because they are part of recurrent dry year transfer programs. Therefore, the increase would not be anticipated to result in a change in energy required for pumping and associated GHG emissions. As also discussed above in Aesthetics/Visual, the proposed transfer would be a temporary one year transfer to offset shortages due to a reduced allocation of SWP water. It would not result in changes to agricultural or urban use in SWC service areas receiving the water that could result in a short-term or permanent increase in GHG emissions over current conditions. Therefore, implementation of the proposed transfer would not result in any new significant impacts or substantially more severe impacts than those described in the Folsom Plan Area Project EIR/EIS, as amended.						
Cultural Resources	**EIR/EIS Pages 3B.5-1 through 5-10**	**SU**	**No**	**No**	**No**	**None Required**
EIR/EIS Discussion:						

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Environmental Issue Area	*Where Impact(s) were Analyzed in Prior Environmental Documents*	*What were the Environmental Impact conclusions for the Proposed Water Facilities?*	*Do Proposed Changes Involve New Significant or Substantially More Severe Impacts?*	*Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?*	*Any New Information Requiring New Analysis or Verification?*	*Are Prior Mitigation Measures Sufficient for Addressing Any New Potential Changes or Impacts?*
Section 3B.5 Cultural Resources – Water, concluded that implementation of the Proposed Off-site Water Facility Alternative would have significant and unavoidable impacts on identified and previously undiscovered cultural resources. This is primarily due to the fact that some of the proposed facilities would fall under the jurisdiction of Sacramento County or the City of Rancho Cordova; therefore, neither the City nor the project applicant(s) would have control over the timing or implementation of mitigation measures for these improvements. Because the City does not control implementation of mitigation measures in areas under the jurisdiction of these other agencies, potential impacts to cultural resources were considered potentially significant and unavoidable for improvements which would be located in the jurisdiction of Sacramento County or the City of Rancho Cordova. Addendum #1 evaluated a change in water supply source for the Folsom Plan Area Project and concluded that it would have the same or less impacts as those identified in the Folsom Plan Area EIR/EIS. **Project Change Discussion:** As discussed above under Aesthetics/Visual, implementation of the proposed transfer would not result in the construction or operation of new water supply conveyance, diversion or treatment facilities in either the Folsom Plan Area or any SWC's service area that would receive the transfer water. Therefore, it would not include any ground disturbing activities that could result in the destruction or loss of cultural and or tribal cultural resources. As presented in Attachment A and discussed in more detail above under Aesthetics/Visual, depending on the scenario, the transfer would involve minor changes in American River flows. Under all of the scenarios for the transfer's implementation, the increase in flow would not represent a noticeable change in water levels; and therefore, would not result in a substantial change in significance of tribal cultural resource. As also described in more detail above under Aesthetics/Visual, other water suppliers in the American River area are proposing additional 2020 water transfers that would involve up to 38,500 AF. If the City's proposed transfer and the other American River agencies proposed transfers were to be implemented simultaneously, they would involve an increase in streamflows a maximum of 75 cfs (July) and 230 cfs (August/September) above the Fairbairn facility and 245 cfs (July) and 300 cfs (August/September) below Fairbairn during the proposed transfer period. Given the American River streamflows projected by Reclamation for that period, the combined effect of the transfers would be minor and would not represent a change in water levels in the river; and therefore, would not result in a substantial change in significance of tribal cultural resource. As also discussed above under Aesthetics/Visual, the proposed transfer would be a temporary one year transfer to offset shortages due to a reduced allocation of SWP water. It would not result in changes to agricultural or urban use in SWC service areas receiving the water that would include ground disturbing activities that could result in the destruction or loss of cultural and or tribal cultural resources. Therefore, implementation of the proposed transfer would not result in any new significant impacts or substantially more severe impacts than those described in the Folsom Plan Area Project EIR/EIS, as amended.						
Environmental Justice	**EIR/EIS Pages 3B.6-1 through 6-4**	**NI**	**No**	**No**	**No**	**None Required**
EIR/EIS Discussion: Section 3B.6 Environmental Justice – Water, concluded that implementation of the Proposed Off-site Water Facility Alternative would not cause a disproportionately high and adverse impact on low-income or minority populations. Potential impacts to existing low-income and minority populations would be less than significant and; therefore, no residual significant impact would occur. Addendum #1 evaluated a change in water supply source for the Folsom Plan Area Project and concluded that it would have the same or less impacts as those identified in the Folsom Plan Area EIR/EIS. **Project Change Discussion:** As discussed above under Aesthetics/Visual, implementation of the proposed transfer would not result in the construction or operation of new water supply conveyance, diversion or treatment facilities in either the Folsom Plan Area or any SWC's service area that would receive the transfer water. Therefore, no new facilities would be constructed or operated that would result in an any incremental environmental justice impacts because it would not divide a community and would not affect any low-income or minority populations.						

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Environmental Issue Area	*Where Impact(s) were Analyzed in Prior Environmental Documents*	*What were the Environmental Impact conclusions for the Proposed Water Facilities?*	*Do Proposed Changes Involve New Significant or Substantially More Severe Impacts?*	*Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?*	*Any New Information Requiring New Analysis or Verification?*	*Are Prior Mitigation Measures Sufficient for Addressing Any New Potential Changes or Impacts?*
As also discussed above under Aesthetics/Visual, the proposed transfer would be a temporary one year transfer to offset shortages due to a reduced allocation of SWP water. It would not result in changes to agricultural or urban use in SWC service areas receiving the water that could result in incremental environmental justice impacts associated with dividing a community or affect any low-income or minority population. Therefore, implementation of the proposed transfer would not result in any new significant impacts or substantially more severe impacts than those described in the Folsom Plan Area Project EIR/EIS, as amended.						
Geology, Soils, and Paleontological Resources	**EIR/EIS Pages 3B.7-1 through 7-16**	**LTS/M**	**No**	**No**	**No**	**None Required**
EIR/EIS Discussion: Section 3B.7 Geology, Soils, and Paleontological Resources – Water, concluded that impacts related to strong seismic ground shaking, construction-related erosion, soil hazards related to settlement and corrosion, and the potential for encountering previously undiscovered paleontological resources would be reduced to less than significant with identified mitigation measures; and therefore, the Proposed Off-site Water Facilities Alternative would not result in residual significant and unavoidable impacts related to geology, soils, or paleontological resources. Addendum #1 evaluated a change in water supply source for the Folsom Plan Area Project and concluded that it would have the same or less impacts as those identified in the Folsom Plan Area EIR/EIS. **Project Change Discussion:** As discussed above under Aesthetics/Visual, implementation of the proposed transfer would not result in the construction or operation of new water supply conveyance, diversion or treatment facilities in either the Folsom Plan Area or any SWC's service area that would receive the transfer water. Therefore, no new facilities would be built or occupied that could be subject to damage associated with seismic groundshaking or other geologic or soil hazards. Implementation of the proposed transfer would also not include any ground disturbing activities that could result in short-term increases in soil erosion or the destruction or loss of paleontological resources. As also discussed under Aesthetics/Visual, the proposed transfer would be a temporary one year transfer to offset shortages due to a reduced allocation of SWP water. It would not result in changes to agricultural or urban use in SWC service areas receiving the water that would include the development of new structures that could be subject to damage associated with seismic groundshaking or other geologic or soil hazards; or result in ground disturbing activities that could result in short-term increases in soil erosion or the destruction or loss of paleontological resources. Therefore, implementation of the proposed transfer would not result in any new significant impacts or substantially more severe impacts than those described in the Folsom Plan Area Project EIR/EIS, as amended.						
Hazards and Hazardous Materials	**EIR/EIS Pages 3B.8-1 through 8-24**	**LTS/M**	**No**	**No**	**No**	**None Required**
EIR/EIS Discussion: Section 3B.8 Hazards and Hazardous Materials – Water, concluded that with implementation of mitigation measures the Proposed Off-site Water Facility Alternative would not result in any residual significant and unavoidable impacts related to risks of upset or accidental release of hazards and hazardous materials, or risk of wildfires during construction and impacts would be minimized to less than significant. The use of surface water from the Sacramento River for use as a potable water supply within the Folsom Plan Area would not create a public hazard and impacts resulting from the use of this supply are considered less than significant. Addendum #1 evaluated a change in water supply source for the Folsom Plan Area Project and concluded that it would have the same or less impacts as those identified in the Folsom Plan Area EIR/EIS. **Project Change Discussion:** As discussed under Aesthetics/Visual, implementation of the proposed transfer would not result in the construction or operation of new water supply conveyance, diversion or treatment facilities in either the Folsom Plan Area or any SWC's service area that would receive the transfer water. Therefore, implementation of the proposed transfer would not include any construction activities that could result in the accidental release of hazardous materials or result in an increased risk of wildfire. Operation of the existing water supply conveyance and treatment facilities would not substantially change over current conditions so there would be no anticipated change in the use, transportation or disposal of hazardous materials.						

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In addition, as discussed under Aesthetics/Visual, the proposed transfer would be a temporary one year transfer to offset shortages due to a reduced allocation of SWP water. It would not result in changes to agricultural or urban use in SWC service areas receiving the water, and there would be no anticipated change in the use, transportation or storage of hazardous materials over that which currently exists. Therefore, implementation of the proposed transfer would not result in any new significant impacts or substantially more severe impacts than those described in the Folsom Plan Area Project EIR/EIS, as amended.						
Hydrology and Water Quality	**EIR/EIS Pages 3B.9-1 through 9-32**	**LTS/M**	**No**	**No**	**No**	**None Required**
EIR/EIS Discussion: Section 3B.9 Hydrology and Water Quality – Water, concluded that with implementation of mitigation measures the Proposed Off-site Water Facility Alternative would not result in any residual significant and unavoidable impacts related to increased risk of flooding from stormwater runoff, from water quality effects from long-term urban runoff, or short-term alteration of drainages and associated surface water quality and sedimentation. Based on the hydrologic modeling conducted in support of the Folsom Plan Area Project EIR/EIS using CALSIM II, potential impacts to flows within the Sacramento River as a result of the operation of the Proposed Off-site Facility Alternative would be less than significant. Addendum #1 evaluated a change in water supply source for the Folsom Plan Area Project and concluded that it would have the same or less impacts as those identified in the Folsom Plan Area EIR/EIS. **Project Change Discussion:** As discussed under Aesthetics/Visual, implementation of the proposed transfer would not result in the construction or operation of new water supply conveyance, diversion or treatment facilities in either the Folsom Plan Area or any SWC's service area that would receive the transfer water. Therefore, it would not include any new facilities that would result in increased impervious surfaces that would increase the rate or amount of surface run off that could adversely affect drainage system capacity or localized flooding. In addition, there would be no ground disturbing activities that could result in increased rates of erosion that would adversely affect receiving water quality. As presented in Attachment A and discussed in more detail under Aesthetics/Visual above, the transfer would involve minor changes in American River flows during a period that could encompass July 1 through early October. Under all of the described scenarios, the increase in flow would not represent a noticeable change in water levels that could reduce flood capacity of the American River levees. Furthermore, the transfer would occur in the summer/ early fall when flood risk is minimal. As also described in more detail above under Aesthetics/Visual, other water suppliers in the American River area are proposing additional 2020 water transfers that would involve up to 38,500 AF. If the City's proposed transfer and the other American River agencies proposed transfers were to be implemented simultaneously, they would involve an increase in streamflows a maximum of 75 cfs (July) and 230 cfs (August/September) above the Fairbairn facility and 245 cfs (July) and 300 cfs (August/September) below Fairbairn during the proposed transfer period. Therefore, because both transfers would occur during the summer/early fall months outside of the flood season, the combined transfers would not be anticipated to increase flood risk. As also discussed under Aesthetics/Visual, the proposed transfer would be a temporary one year transfer to offset shortages due to a reduced allocation of SWP water. It would not result in changes to agricultural or urban use in SWC service areas receiving the water. Therefore, the proposed transfer would not include any new facilities that would result in increased impervious surfaces that would increase the rate or amount of surface run off that could adversely affect drainage system capacity or localized flooding. In addition, there would be no ground disturbing activities that could result in increased rates of erosion that would adversely affect receiving water quality. Therefore, implementation of the proposed transfer would not result in any new significant impacts or substantially more severe impacts than those described in the Folsom Plan Area Project EIR/EIS, as amended.						
Land Use and Agricultural Resources	**EIR/EIS Pages 3B.10-1 through 10-22**	**SU**	**No**	**No**	**No**	**None Required**
EIR/EIS Discussion:						

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Section 3B.10 Land Use and Agricultural Resources – Water, concluded that implementation of the Proposed Off-site Water Facility Alternative would not result in the conversion of Important Farmland; and activities associated with construction and operation would generally be consistent with applicable federal, State, regional and local plans and policies. However, impacts related to the cancellation of existing on-site Williamson Act contracts to accommodate the water treatment facility would be significant and unavoidable and no feasible mitigation measures are available to reduce this impact to a less-than-significant level. In addition, the Proposed Off-site Water Facility Alternative could conflict with existing off-site Williamson Act contracts or result in the cancellation of such contracts on lands south of the project site and no feasible mitigation measures are available to reduce this impact to a less-than-significant level. Addendum #1 evaluated a change in water supply source for the Folsom Plan Area Project and concluded that it would have the same or less impacts as those identified in the Folsom Plan Area EIR/EIS. **Project Change Discussion:** As discussed under Aesthetics/Visual, implementation of the proposed transfer would not result in the construction or operation of new water supply conveyance, diversion or treatment facilities in either the Folsom Plan Area or any SWC's service area that would receive the transfer water. Therefore, there would be no associated change in land use or conversion of agricultural use. As also discussed under Aesthetics/Visual, the proposed transfer would be a temporary one year transfer to offset shortages due to a reduced allocation of SWP water. It would not result in changes to agricultural or urban use in SWC service areas receiving the water that could result in the permanent conversion of agricultural land. Therefore, implementation of the proposed transfer would not result in any new significant impacts or substantially more severe impacts than those described in the Folsom Plan Area Project EIR/EIS, as amended.						
Mineral Resources	**EIR/EIS Page 3-8**	**NI**	**No**	**No**	**No**	**None Required**
EIR/EIS Discussion: The mineral resources analysis in the Folsom Plan Area EIR/EIS concluded that review of available Sacramento County mineral resources maps indicated that implementation of the Proposed Off-site Water Facility Alternative would not impede access to delineated mineral resources within the eastern portions of Sacramento County. Portions of the conveyance pipeline alternatives would travel in close proximity to several areas identified as containing mineral resources classified as Mineral Resource Zone (MRZ)-2. These alignments; however, would be confined to the existing road rights-of-way, so their location would not contribute to any increased losses in the availability of known mineral resources. Therefore, no impacts would occur and no mitigation is required. Addendum #1 evaluated a change in water supply source for the Folsom Plan Area Project and concluded that it would have the same or less impacts as those identified in the Folsom Plan Area EIR/EIS. **Project Change Discussion:** As discussed above under Aesthetics/Visual, implementation of the proposed transfer would not result in the construction or operation of new water supply conveyance, diversion or treatment facilities in either the Folsom Plan Area or any SWC's service area that would receive the transfer water. Therefore, no new facilities would be built that could interfere with access to delineated mineral resources. As also discussed under Aesthetics/Visual, the proposed transfer would be a temporary one year transfer to offset shortages due to a reduced allocation of SWP water. It would not result in changes to agricultural or urban use in SWC service areas receiving the water that could interfere with access to delineated mineral resources. Therefore, implementation of the proposed transfer would not result in any new significant impacts or substantially more severe impacts than those described in the Folsom Plan Area Project EIR/EIS, as amended.						
Noise	**EIR/EIS Pages 3B.11-1 through 11-18**	**SU**	**No**	**No**	**No**	**None Required**
EIR/EIS Discussion: Section 3B.11 Noise – Water, concluded that even after implementation of all feasible mitigation measures, construction noise impacts would remain significant and unavoidable for the Proposed Off-site Water Facility Alternative. The operation of the pumps and generators for the Proposed Off-site Water Facility Alternative could occur within close proximity of sensitive receptors, thereby resulting in a permanent increase in noise levels. Although the City has identified a series of mitigation						

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measures to address potential long-term impacts to adjacent sensitive receptors, given uncertainties regarding the design of these facilities and their respective locations, the City is unable to confirm whether the mitigation imposed would be effective in reducing long-term noise to a less-than-significant level. Therefore, long-term, residual noise impacts would be significant and unavoidable. Addendum #1 evaluated a change in water supply source for the Folsom Plan Area Project and concluded that it would have the same or less impacts as those identified in the Folsom Plan Area EIR/EIS. **Project Change Discussion:** As discussed under Aesthetics/Visual, implementation of the proposed transfer would not result in the construction or operation of new water supply conveyance, diversion or treatment facilities in either the Folsom Plan Area or any SWC's service area that would receive the transfer water. Therefore, no new facilities would be constructed or operated that could expose sensitive receptors to short-term or permanent increases in noise levels. As also discussed under Aesthetics/Visual, the proposed transfer would be a temporary one year transfer to offset shortages due to a reduced allocation of SWP water. It would not result in changes to agricultural or urban use in SWC service areas receiving the water. As a result, no new facilities would be constructed or occupied that could expose sensitive receptors to short-term or permanent increases in noise levels. Therefore, implementation of the proposed transfer would not result in any new significant impacts or substantially more severe impacts than those described in the Folsom Plan Area Project EIR/EIS, as amended.						
Parks and Recreation	**EIR/EIS Pages 3B.12-1 through 12-5**	**LTS/M**	**No**	**No**	**No**	**None Required**
EIR/EIS Discussion: Section 3B.12 Parks and Recreation – Water, concluded that because construction of the Proposed Off-site Water Facility Alternative would involve crossing the Folsom South Canal, it could temporarily disrupt the use of the canal's multi-use trail. With implementation of mitigation measures this impact would be reduced to less than significant because continued access would be provided. Addendum #1 evaluated a change in water supply source for the Folsom Plan Area Project and concluded that it would have the same or less impacts as those identified in the Folsom Plan Area EIR/EIS. **Project Change Discussion:** As discussed under Aesthetics/Visual, implementation of the proposed transfer would not result in the construction or operation of new water supply conveyance, diversion or treatment facilities in either the Folsom Plan Area or any SWC's service area that would receive the transfer water. Therefore, no new facilities would be constructed or operated that could interfere with recreational access. As also discussed under Aesthetics/Visual, the proposed transfer would be a temporary one year transfer to offset shortages due to a reduced allocation of SWP water. It would not result in changes to agricultural or urban use in SWC service areas receiving the water. As a result, no new facilities would be constructed or operated that could interfere with recreational access. Therefore, implementation of the proposed transfer would not result in any new significant impacts or substantially more severe impacts than those described in the Folsom Plan Area Project EIR/EIS, as amended.						
Population, Employment, and Housing	**EIR/EIS Page 3-8**	**NI**	**No**	**No**	**No**	**None Required**
EIR/EIS Discussion: The population, employment and housing analysis in the Folsom Plan Area EIR/EIS concluded that because no residential homes would be located on the proposed water treatment facility site, or within the Proposed Off-site Water Facility Alternative conveyance pipeline alignments analyzed in the EIR/EIS, the Proposed Off-site Water Facility Alternative would not displace existing housing or a substantial number of people necessitating the construction or replacement housing elsewhere. Those facilities would be generally constructed in roadway rights-of-way, and so would not affect planned housing units. As a result, Therefore, no impact would occur and no mitigation is required. Addendum #1 evaluated a change in water supply source for the Folsom Plan Area Project and concluded that it would have the same or less impacts as those identified in the Folsom Plan Area EIR/EIS.						

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Project Change Discussion: As discussed under Aesthetics/Visual, implementation of the proposed transfer would not result in the construction or operation of new water supply conveyance, diversion or treatment facilities in either the Folsom Plan Area or any SWC's service area that would receive the transfer water. Therefore, no new facilities would be constructed or operated that would generate an increase in population. As also discussed under Aesthetics/Visual, the proposed transfer would be a temporary one year transfer to offset shortages due to a reduced allocation of SWP water. It would not be a reliable supply of water that would support changes to existing agricultural or urban use in SWC service areas receiving the water that could result in increased population growth in SWC service areas receiving the water. Therefore, implementation of the proposed transfer would not result in any new significant impacts or substantially more severe impacts than those described in the Folsom Plan Area Project EIR/EIS, as amended.						
Public Services	**EIR/EIS Page 3-8**	**NI**	**No**	**No**	**No**	**None Required**
EIR/EIS Discussion: The public services analysis in the Folsom Plan Area EIR/EIS concluded that because the Proposed Off-site Water Facility Alternative would not directly generate new population it would not require any new public services. The proposed water facilities would allow the City to provide water service to new development with the Folsom Plan Area. New development within the Folsom Plan Area would be subject to the requirements of the Folsom Specific Plan, which identified performance standards and funding mechanisms to support the demand for the kinds of public services that would support new residents with the Folsom Plan Area, such as schools, parks, fire, police, or other public facilities. Therefore, no impact would occur and no mitigation is required. Addendum #1 evaluated a change in water supply source for the Folsom Plan Area Project and concluded that it would have the same or less impacts as those identified in the Folsom Plan Area EIR/EIS. **Project Change Discussion:** As discussed above under Aesthetics/Visual, implementation of the proposed transfer would not result in the construction or operation of new water supply conveyance, diversion or treatment facilities in either the Folsom Plan Area or any SWC's service area that would receive the transfer water. Therefore, no new facilities would be constructed or operated that would generate an increase in population. As a result, there would be no need for new or expanded fire protection, police protection, schools, parks, or other public services. As also discussed under Aesthetics/Visual, the proposed transfer would be a temporary one year transfer to offset shortages due to a reduced allocation of SWP water. It would not be a reliable supply of water that would support changes to existing agricultural or urban use in SWC service areas receiving the water. As a result, there would be no need for new or expanded fire protection, police protection, schools, parks, or other public services. Therefore, implementation of the proposed transfer would not result in any new significant impacts or substantially more severe impacts than those described in the Folsom Plan Area Project EIR/EIS, as amended.						
Traffic and Transportation	**EIR/EIS Pages 3B.15-1 through 15-12**	**LTS/M**	**No**	**No**	**No**	**None Required**
EIR/EIS Discussion: Section 3B.15Traffic and Transportation – Water, concluded that construction of the Proposed Off-site Water Facility Alternative would result in potentially significant traffic impacts. Implementation of identified mitigation measures would reduce impacts to less than significant through proper construction sequencing, maintenance of two-way traffic, where possible, during construction and measures to avoid the creation of traffic hazards. Therefore, the Proposed Off-site Water Facilities Alternative would not result in residual significant and unavoidable impacts related to traffic and transportation. Addendum #1 evaluated a change in water supply source for the Folsom Plan Area Project and concluded that it would have the same or less impacts as those identified in the Folsom Plan Area EIR/EIS. **Project Change Discussion:**						

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As discussed under Aesthetics/Visual, implementation of the proposed transfer would not result in the construction or operation of new water supply conveyance, diversion or treatment facilities in either the Folsom Plan Area or any SWC's service area that would receive the transfer water. Therefore, no new facilities would be constructed or operated, there would be no construction activities that could result in short-term increases in traffic or the creation of traffic hazards or permanent increase in traffic levels. As also discussed under Aesthetics/Visual, the proposed transfer would be a temporary one year transfer to offset shortages due to a reduced allocation of SWP water. It would not be a reliable supply of water that would support changes to existing agricultural or urban use in SWC service areas receiving the water and would result in increases in traffic levels or the creation of traffic hazards. Therefore, implementation of the proposed transfer would not result in any new significant impacts or substantially more severe impacts than those described in the Folsom Plan Area Project EIR/EIS, as amended.						
Utilities and Service Systems	**EIR/EIS Pages 3B.16-1 through 16-11**	**LTS/M**	**No**	**No**	**No**	**None Required**
EIR/EIS Discussion: Section 3B.16 Utilities and Service Systems – Water, concluded that construction of the Proposed Off-site Water Facility Alternative would involve activities that could directly impact existing utility services; however, with implementation of mitigation measures, impacts would be reduced to less than significant through proper notification and coordination. Operational impacts would be minimized and addressed through interagency MOUs and; therefore, are not expected to result in any residual significant unavoidable impacts to public and private utility and service systems. Construction and operation of the Proposed Off-site Water Facility Alternative would be conditioned to be as energy efficient as feasible and would be required to maximize recycling opportunities to minimize the quantity of solid waste transported to existing landfills. Therefore, the Proposed Off-site Water Facilities Alternative would not result in residual significant and unavoidable impacts related to energy use. Addendum #1 evaluated a change in water supply source for the Folsom Plan Area Project and concluded that it would have the same or less impacts as those identified in the Folsom Plan Area EIR/EIS. **Project Change Discussion:** As discussed under Aesthetics/Visual, implementation of the proposed transfer would not result in the construction or operation of new water supply conveyance, diversion or treatment facilities in either the Folsom Plan Area or any SWC's service area that would receive the transfer water. Water would be transferred through existing facilities. No new or expanded urban development would be constructed and there would be no increase in population. As a result, there would be no need for new or expanded water, wastewater, drainage, electrical, natural gas or telecommunication facilities or solid waste services. As presented in Attachment A and discussed under Air Quality, the proposed transfer would result in a minor increase in pumping at DWR's Banks Pumping Plant. This increase would not be anticipated to result in a change in energy required for pumping. As also discussed under Aesthetics/Visual, the proposed transfer would be a temporary one year transfer to offset shortages due to a reduced allocation of SWP water. It would not be a reliable supply of water that would support changes to existing agricultural or urban use in SWC service areas receiving the water. As a result, there would be no need for new or expanded water, wastewater, drainage, electrical, natural gas or telecommunication facilities or solid waste services. Therefore, implementation of the proposed transfer would not result in any new significant impacts or substantially more severe impacts than those described in the Folsom Plan Area Project EIR/EIS, as amended.						
Groundwater	**EIR/EIS Pages 3B.17-1 through 17-14**	**LTS/M**	**No**	**No**	**No**	**None Required**
EIR/EIS Discussion: Section 3B.17 Groundwater – Water, concluded that operation of the Proposed Off-site Water Facility Alternative would not result in residual, project-specific significant and unavoidable impacts to the quality and quantity of local and regional groundwater resources. With implementation of dewatering mitigation measures, construction-related impacts to shallow groundwater would be reduced to less than significant through the proper control, treatment, and containment of pumped						

TABLE 1
ENVIRONMENTAL REVIEW

Environmental Issue Area	*Where Impact(s) were Analyzed in Prior Environmental Documents*	*What were the Environmental Impact conclusions for the Proposed Water Facilities?*	*Do Proposed Changes Involve New Significant or Substantially More Severe Impacts?*	*Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?*	*Any New Information Requiring New Analysis or Verification?*	*Are Prior Mitigation Measures Sufficient for Addressing Any New Potential Changes or Impacts?*
groundwater prior to off-site discharge. Addendum #1 evaluated a change in water supply source for the Folsom Plan Area Project and concluded that it would have the same or less impacts as those identified in the Folsom Plan Area EIR/EIS. **Project Change Discussion:** As discussed under Aesthetics/Visual, implementation of the proposed transfer would not result in the construction or operation of new water supply conveyance, diversion or treatment facilities in either the Folsom Plan Area or any SWC's service area that would receive the transfer water. Therefore, there would be no construction that would create new impervious surfaces that could interfere with groundwater recharge or require dewatering. Furthermore, there would be no new or expanded urban development and no increase in population, and as a result, there would be no increase in groundwater use. There would be no change in groundwater pumping to accommodate the proposed transfer due to the use of remediated groundwater from the contaminated Aerojet site. Beginning in the late 1980s state and federal regulatory agencies imposed obligations on Aerojet to address groundwater contamination on its property that including pumping and treating the groundwater. In 2015, under a 2007 contract, Aerojet began dedicating to the City previously contaminated groundwater Aerojet had remediated and treated at its GET AB facility, with the City routing that water to Aerojet for its non-potable industrial use in lieu of the City's raw water from Folsom Reservoir. Since the middle of 2016, the City has not delivered any raw water to Aerojet. As also discussed under Aesthetics/Visual, the proposed transfer would be a temporary one year transfer to offset shortages due to a reduced allocation of SWP water. It would not be a reliable supply of water that would support changes to existing agricultural or urban use in SWC service areas receiving the water. As a result, there would be no change in groundwater use over that which currently exists. Therefore, implementation of the proposed transfer would not result in any new significant impacts or substantially more severe impacts than those described in the Folsom Plan Area Project EIR/EIS, as amended.						
Water Supply	**EIR/EIS Pages 3B.18-1 through 18-54**	**LTS/M**	**No**	**No**	**No**	**None Required**
EIR/EIS Discussion: Section 3B.18 Water Supply, concluded that implementation of the Off-site Water Facility Alternative is necessary to serve the water demand of the Folsom Plan Area Project, and without mitigation Folsom Plan Area demand for water would be a direct, potentially significant impact. Mitigation measures would reduce impacts associated with increased demand for potable water supply and conveyance and treatment facilities to a less-than-significant level by ensuring the provision of adequate water supplies and construction of sufficient conveyance and treatment capacity in advance of approval of individual development applications with the Folsom Plan Area. This conclusion is supported by the fact that the Folsom Plan Area project includes a water supply that, when implemented, would be sufficient to satisfy the water demand of the proposed development. Therefore, no residual significant impacts would occur. Addendum #1 evaluated a change in water supply source for the Folsom Plan Area Project and concluded that it would have the same or less impacts as those identified in the Folsom Plan Area EIR/EIS. **Project Change Discussion:** As discussed above under Aesthetics/Visual, implementation of the proposed transfer would not result in the construction or operation of new water supply conveyance, diversion or treatment facilities in either the Folsom Plan Area or any SWC's service area that would receive the transfer water. No new or expanded urban development would be constructed and there would be no increase in population. As a result, there would be no change in water supply demand. As also discussed under Aesthetics/Visual, the proposed transfer would be a temporary one year transfer to offset shortages due to a reduced allocation of SWP water. It would not be a reliable supply of water that would support changes to existing agricultural or urban use in SWC service areas receiving the water. As a result, there would be no need for new or expanded water supplies. Therefore, implementation of the proposed transfer would not result in any new significant impacts or substantially more severe impacts than those described in the Folsom Plan Area Project EIR/EIS, as amended.						

TABLE 1
ENVIRONMENTAL REVIEW

Environmental Issue Area	*Where Impact(s) were Analyzed in Prior Environmental Documents*	*What were the Environmental Impact conclusions for the Proposed Water Facilities?*	*Do Proposed Changes Involve New Significant or Substantially More Severe Impacts?*	*Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?*	*Any New Information Requiring New Analysis or Verification?*	*Are Prior Mitigation Measures Sufficient for Addressing Any New Potential Changes or Impacts?*
Cumulative Impacts	**EIR/EIS Pages 4-1 through 4-88**	**SU**	**No**	**No**	**No**	**None Required**

EIR/EIS Discussion:
As discussed in detail in Section 4.1 Cumulative Impacts, implementation of the Proposed Off-site Water Facility Alternative would result in the following direct and indirect cumulatively considerable incremental contributions to significant adverse cumulative impacts associated with aesthetics/visual resources, biological resources, climate change, cultural resources, noise, and traffic and transportation. Addendum #1 evaluated a change in water supply source for the Folsom Plan Area Project and concluded that it would have the same or less impacts as those identified in the Folsom Plan Area EIR/EIS.

Project Change Discussion:
Implementation of the proposed transfer would not result in the construction or operation of new water supply conveyance, diversion or treatment facilities in either the Folsom Plan Area or any SWC's service area that would receive the transfer water. No new or expanded urban development would be constructed and there would be no ground disturbing activities that could result in the destruction or loss of biological, cultural and or tribal cultural resources. There would also be no change in air emissions, noise levels GHG emissions or traffic associated with increased population. In addition, the proposed transfer would be a temporary one year transfer to offset shortages due to a reduced allocation of SWP water. It would not be a reliable supply of water that would support changes to existing agricultural or urban use in SWC service areas receiving the water. As a result, there would be no ground disturbing activities that could result in the destruction or loss of biological, cultural and or tribal cultural resources. There would also be no change in air emissions, noise levels GHG emissions or traffic associated with increased population. Therefore, implementation of the proposed transfer would not result in any new significant impacts or substantially more severe cumulative impacts than those described in the Folsom Plan Area Project EIR/EIS, as amended.

3.3 Conclusion

As presented in Table 1, this addendum documents that the proposed one-year transfer of up to 5,000 AF would not result in any new or more severe impacts than those discussed in the Folsom Plan Area Project EIR/EIS, as amended, and as updated by this Addendum #2. None of the conditions or circumstances that would require preparation of a subsequent or supplemental EIR pursuant to Public Resources Code Section 21166 exists for the proposed project with these changes.

3.4 References

Hallock, R. J., W. F. Van Woert, and L. Shapovalov. 1961. *An Evaluation of Stocking Hatchery-Reared Steelhead Rainbow Trout* (Salmo gairdnerii gairdnerii) *in the Sacramento River System*. Fish Bulletin No. 114. Sacramento, CA: Department of Fish and Game.

McEwan, D. 2001. *Central Valley steelhead, In Contributions to the biology of Central Valley salmonids,* R. L. Brown, editor, CDFW, Sacramento, CA, Fish Bulletin, Vol. 179, pp. 1-44.

Attachment A

City of Folsom Water Transfer, Water Operations Analysis Technical Memorandum

ESA

MBK ENGINEERS

Water Resources ◆ Flood Control ◆ Water Rights

TECHNICAL MEMORANDUM

DATE: May 28, 2020

TO: Cathy McEfee, ESA

PREPARED BY: Walter Bourez

SUBJECT: City of Folsom Water Transfer Water Operations Analysis

The purpose of this Technical Memorandum (TM) is to describe potential changes in CVP and SWP operations due to the proposed City of Folsom water transfer of 5,000 acre-feet (AF) in 2020. Changes in CVP and SWP operations are assessed by imposing the proposed transfer on forecasted CVP and SWP operations over the possible transfer period of July 2020 through November 2020. The exact timing of when the transfer water will be conveyed from the City of Folsom to a buyer south of the Delta and potential change in Folsom operations is not fully defined, therefore the range of possibilities has been analyzed.

Preliminarily, the City's water conservation measures, including leak and loss detection involved in its Systems Optimization Water Project, and its securing of Aerojet's agreement to substitute remediated groundwater to meet its non-potable industrial demands rather than the raw American River water that the City previously delivered to Aerojet have reduced the City's use of American River water by over 10,000 AF from a high of 31,285 AF in 2008 to 17,704 AF in 2019. The City's primary water supply is its 27,000 AF per year under its pre-1914 water rights, so the reduction in use from 2008 to 2019 occurred almost entirely under those water rights.

For analysis of the proposed water transfer, forecasted CVP and SWP operations that were provided by Reclamation CVO on April 21, 2020; the Reclamation forecast summaries are included in this TM in Figure 7 and Figure 8. Reclamation provided updated forecasts on May 26, 2020; therefore, analysis of the proposed transfer has been performed using these updated forecasts; these forecasts are included in Figure 9 and Figure 10. Reclamation produces a 50% and 90% exceedance forecast for their operations and updates them each month. There is an equal chance of actual hydrologic conditions being wetter or dryer than the 50% exceedance forecast. Actual hydrologic conditions have a 90% chance of being wetter than the 90% exceedance forecast with only a 10% chance of being dryer. Reclamation is required to use the 90% exceedance forecast when allocating water supply to CVP water service contractors. The proposed City of Folsom water transfer is analyzed using both the 50% and 90% exceedance forecasts to cover the range of possible effects.

In addition to using a range of possible hydrologic conditions for analyzing this transfer, various periods for when the water transfer may occur under each condition are also addressed. There are three transfer scenarios that have been evaluated using the 50% and 90% exceedance forecasts, therefore there are six modeled scenarios. For each of the three transfer scenarios evaluated, the incremental changes in flows and storage are the same in the respective 50% and 90% forecasted operation analysis. Alternatives are selected to analyze the range of possible times and rates that the transfer may occur so that all possible effects of the proposed transfer may be analyzed. Figure 1 through Figure 6 contain graphical summaries of flows and storage along with changes associated with each transfer scenario analyzed using the April 2020 operations forecasts. Figures 11 through 16 contain the same graphical summaries using the May 2020 forecasts. Both the April and May forecasts are used for this analysis to capture a broader range of potential effects. The forecasted water transfer scenarios analyzed are as follows:

1. Transfer of 25 CFS from July 1 through October 8
    - April 2020, 50% Exceedance Operations Forecast Summary
2. Transfer of 25 CFS from July 1 through October 8
    - April 2020, 90% Exceedance Operations Forecast Summary
3. 5,000 AF Transfer in August with April through September accumulation of Transfer Supply
    - April 2020, 50% Exceedance Operations Forecast Summary
4. 5,000 AF Transfer in August with April through September accumulation of Transfer Supply
    - April 2020, 90% Exceedance Operations Forecast Summary
5. 5,000 AF Transfer in September with April through September accumulation of Transfer Supply
    - April 2020, 50% Exceedance Operations Forecast Summary
6. 5,000 AF Transfer in September with April through September accumulation of Transfer Supply
    - April 2020, 90% Exceedance Operations Forecast Summary
11. Transfer of 25 CFS from July 1 through October 8
    - May 2020, 50% Exceedance Operations Forecast Summary
12. Transfer of 25 CFS from July 1 through October 8
    - May 2020, 90% Exceedance Operations Forecast Summary
13. 5,000 AF Transfer in August with April through September accumulation of Transfer Supply
    - May 2020, 50% Exceedance Operations Forecast Summary
14. 5,000 AF Transfer in August with April through September accumulation of Transfer Supply
    - May 2020, 90% Exceedance Operations Forecast Summary
15. 5,000 AF Transfer in September with April through September accumulation of Transfer Supply
    - May 2020, 50% Exceedance Operations Forecast Summary
16. 5,000 AF Transfer in September with April through September accumulation of Transfer Supply
    - May 2020, 90% Exceedance Operations Forecast Summary

Analyses are performed by extracting flow and storage data from the 50% and 90% exceedance forecasts for operational components that may change due to this transfer and then adjusting for the transfer. Transfer water made available by the City of Folsom is released from Folsom Dam and Nimbus Dam to the Lower American River, flows from the American River into the Sacramento River and then flows through the Delta. Transfer water will be exported at the SWP Banks Pumping Plant (PP) and a

portion will flow out of the Delta to the Bay. It is assumed that 25% of the water made available is required to flow out of the Delta to prevent salinity changes in the Delta, this "carriage water" is a typical requirement for water transfers. It is estimated that the 5,000 AF proposed transfer will result in 3,750 AF of increased pumping at Banks PP and Delta outflow will increase approximately 1,250 AF.

Components of the CVP that have been evaluated for changes under this transfer are:

- Folsom Lake storage
- Lower American River flow
- Sacramento River inflow to the Delta (changes are the same as Lower American River)
- Delta export at Banks PP
- Delta outflow

Transfer of 25 CFS from July 1 through October 8

This transfer scenario assumes that 25 cubic feet per second (cfs) of water is made available from July 1, 2020 through October 8, 2020, with a total amount of transfer water of 5,000 AF. Under this scenario, transfer water made available will be released from Folsom Lake and Nimbus Dam

Figure 1 and Figure 2 contain charts showing changes to operations under this scenario using the April forecasted operation and Figure 11 and Figure 12 show changes to the May forecasted operation. 25 cfs is a relatively small flow rate change for the lower American River and under both the 50% and 90% exceedance it is difficult to see differences in the line charts and next to impossible to detect differences in actual operations.

5,000 AF Transfer in August with April through September Accumulation of Transfer Supply

This transfer scenario assumes that water is made available to transfer from April through September and stored in Folsom Lake. The entire transfer amount of 5,000 AF is released from Folsom Lake during the month of August, this would increase average flow in the lower American River by about 80 cfs for the month. Under this scenario, transfer water made available increases Folsom storage approximately 3,400 TAF by the end of July.

Figure 3 and Figure 4 contain charts showing changes to operations under this scenario using the April forecasted operation and Figure 13 and Figure 14 show changes to the May forecasted operation. Flow increases in August may be seen in Figure 3 and Figure 4; however, this increase is relatively minor relative to the forecasted flow rate. Increases in Delta outflow are approximately 20 cfs in August under this scenario.

5,000 AF Transfer in September with April through September Accumulation of Transfer Supply

This transfer scenario assumes that water is made available to transfer from April through September and stored in Folsom Lake. The entire transfer amount of 5,000 AF is released from Folsom Lake during the month of September, this would increase average flow in the lower American River by about 80 cfs

for the month. Under this scenario, transfer water made available increases Folsom storage approximately 4,300 TAF by the end of August.

Figure 5 and Figure 6 contain charts showing changes to operations under this scenario using the April forecasted operation and Figure 15 and Figure 16 show changes to the May forecasted operation. Flow increases in September may be seen in Figure 5 and Figure 6; however, this increase is relatively minor relative to the forecasted flow rate. Increases in Delta outflow are approximately 20 cfs in September under this scenario.

Figure 1 - Transfer of 25 CFS from July 1 through October 8
April 2020, 50% Exceedance Operations Forecast Summary

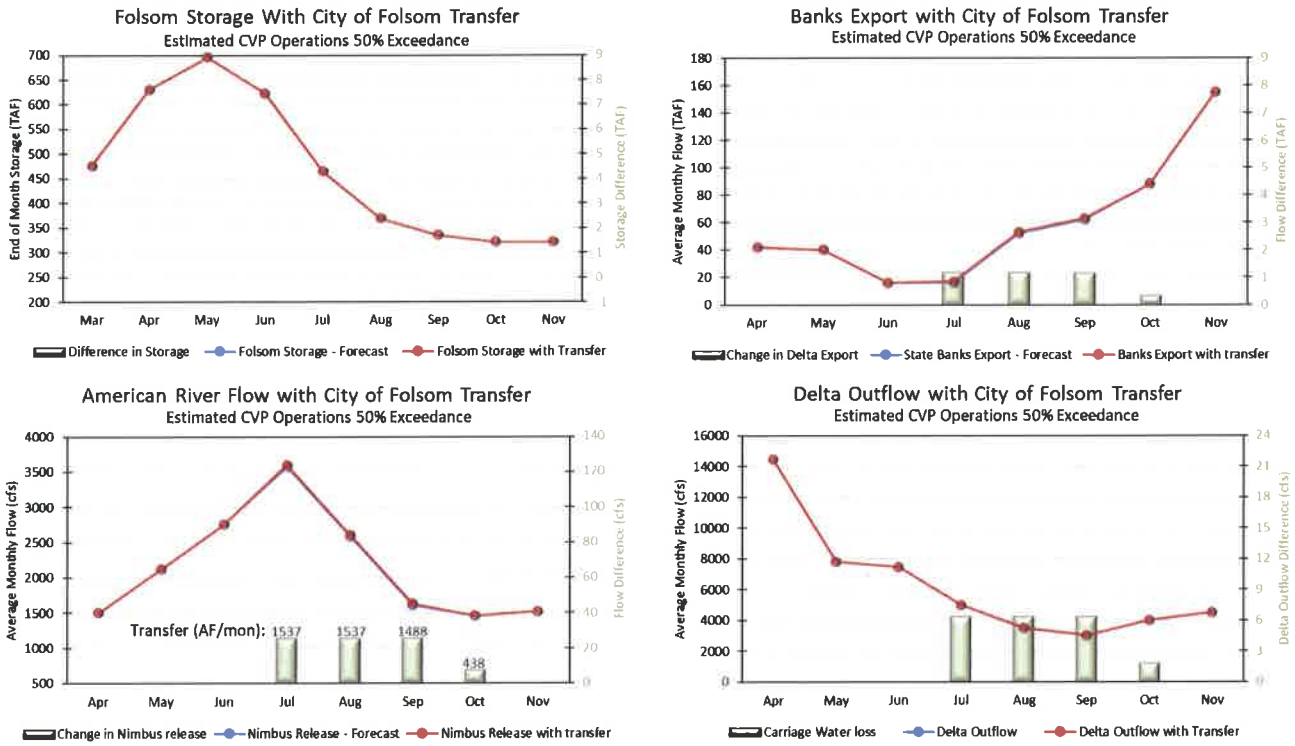


Figure 2 - Transfer of 25 CFS from July 1 through October 8
April 2020, 90% Exceedance Operations Forecast Summary

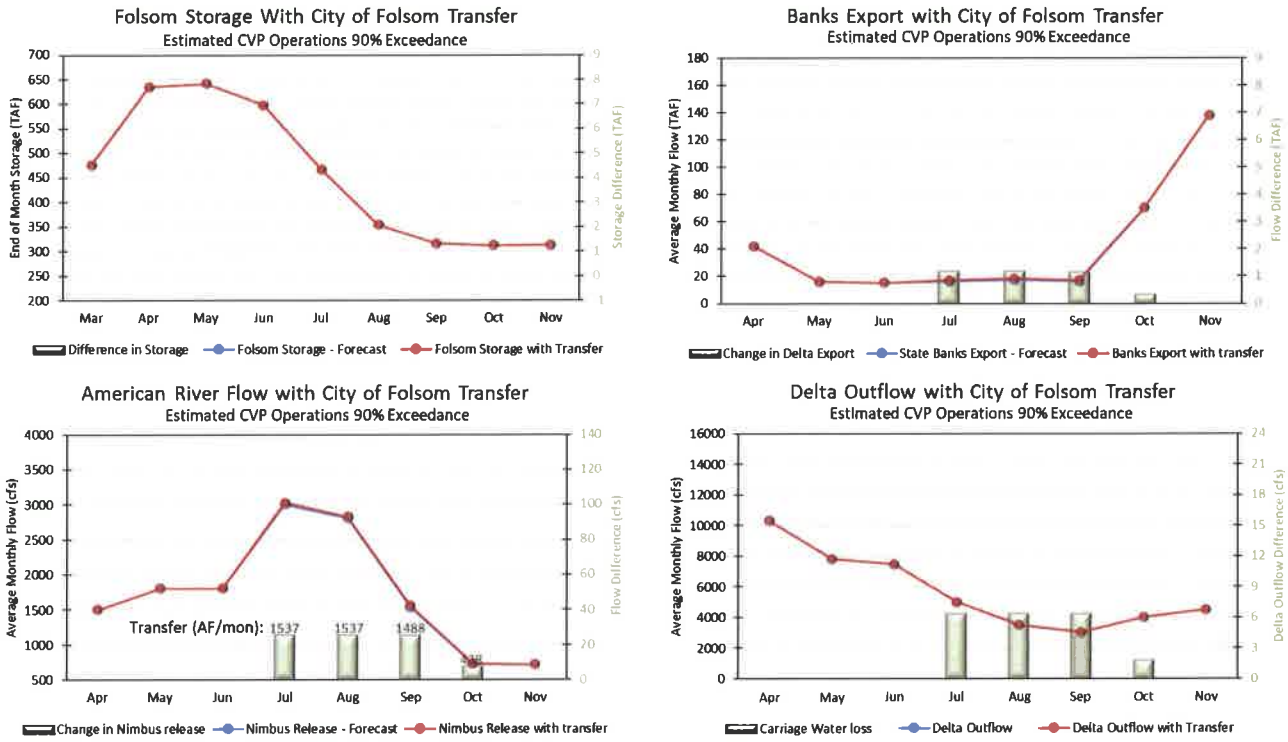


Figure 3 - 5,000 AF Transfer in August with April through September Accumulation of Transfer Supply
April 2020, 50% Exceedance Operations Forecast Summary

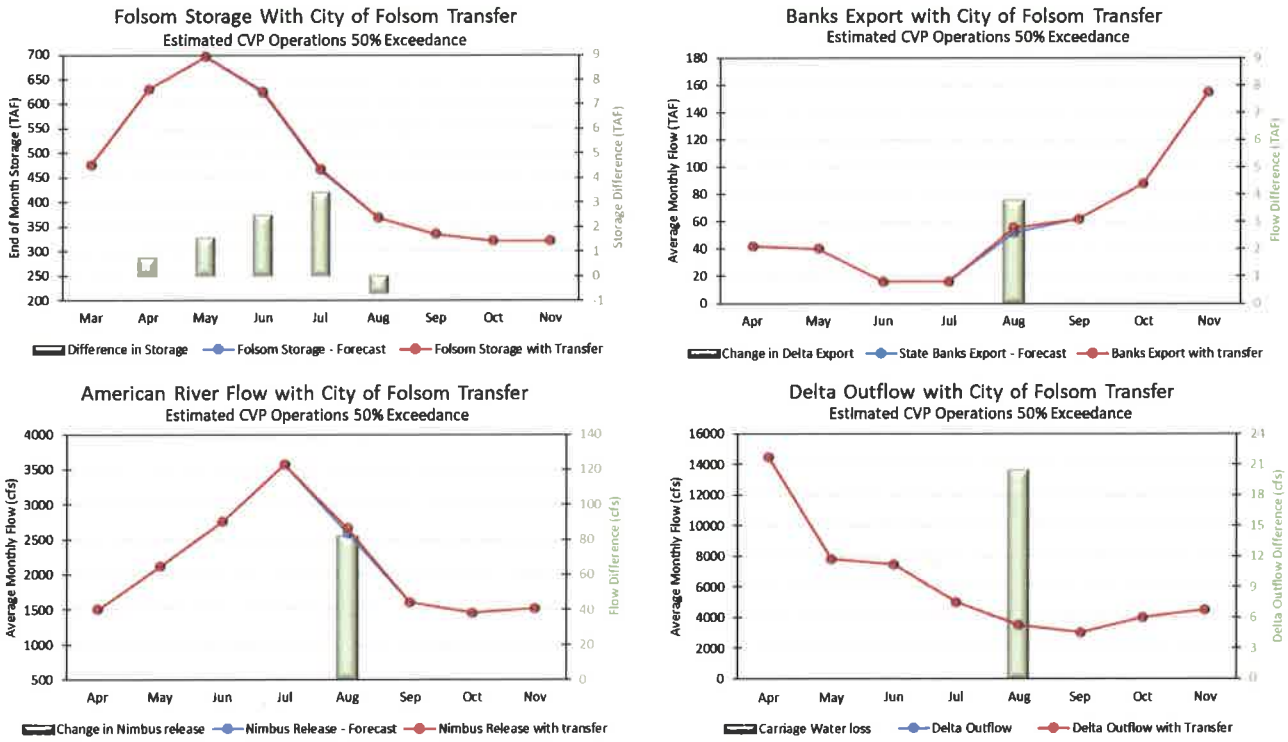


Figure 4 - 5,000 AF Transfer in August with April through September Accumulation of Transfer Supply
April 2020, 90% Exceedance Operations Forecast Summary

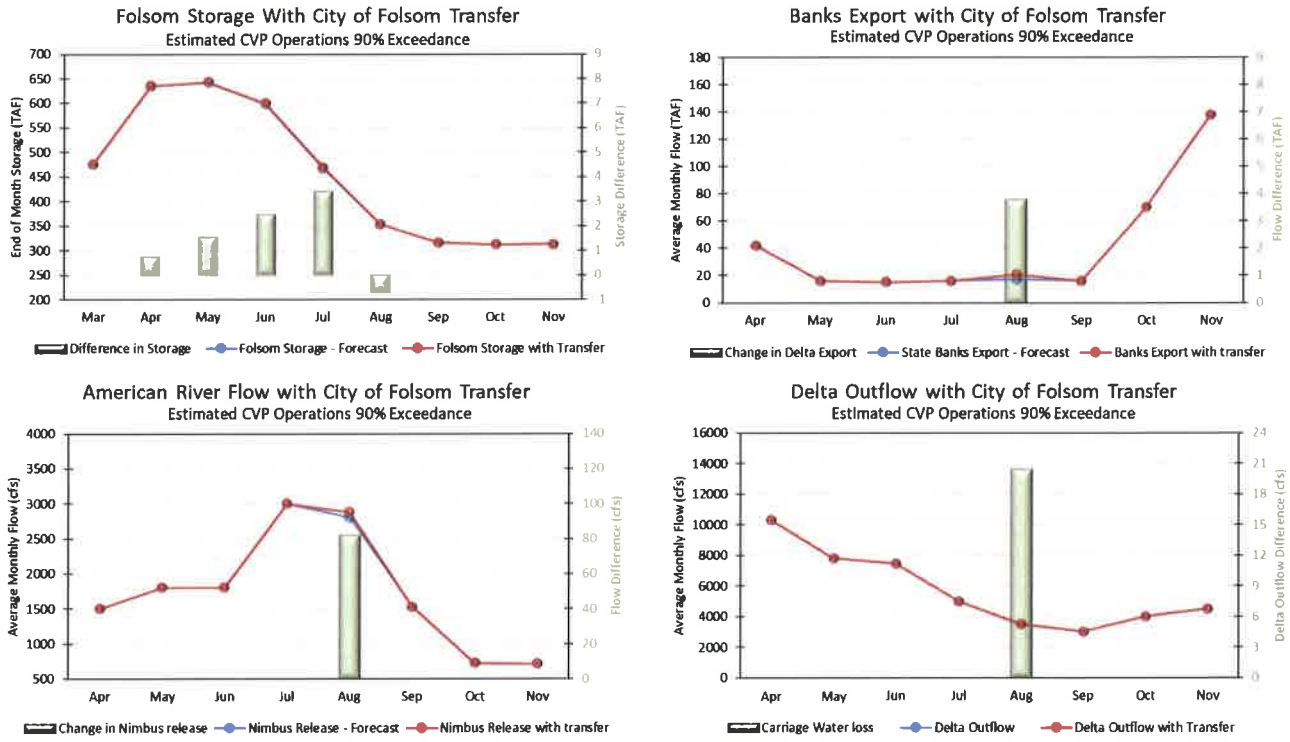


Figure 5 - 5,000 AF Transfer in September with April through September Accumulation of Transfer Supply
April 2020, 50% Exceedance Operations Forecast Summary

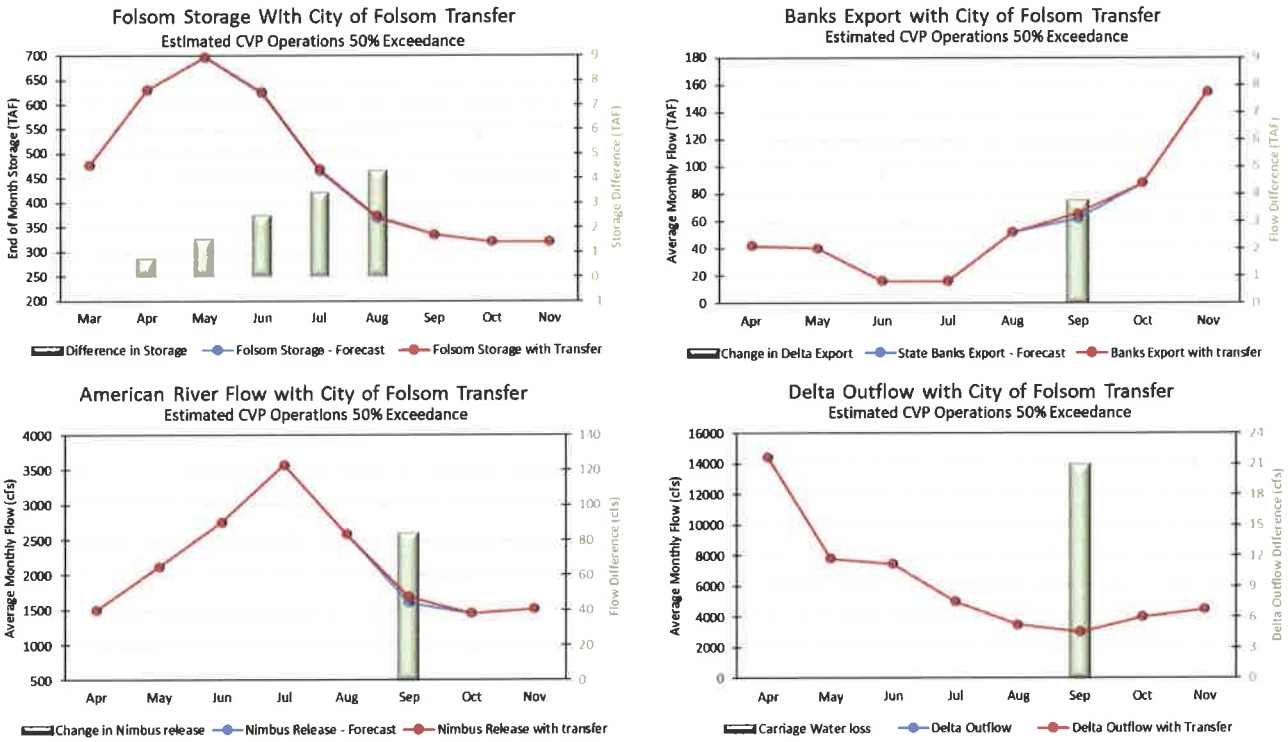


Figure 6 - 5,000 AF Transfer in September with April through September Accumulation of Transfer Supply
April 2020, 90% Exceedance Operations Forecast Summary

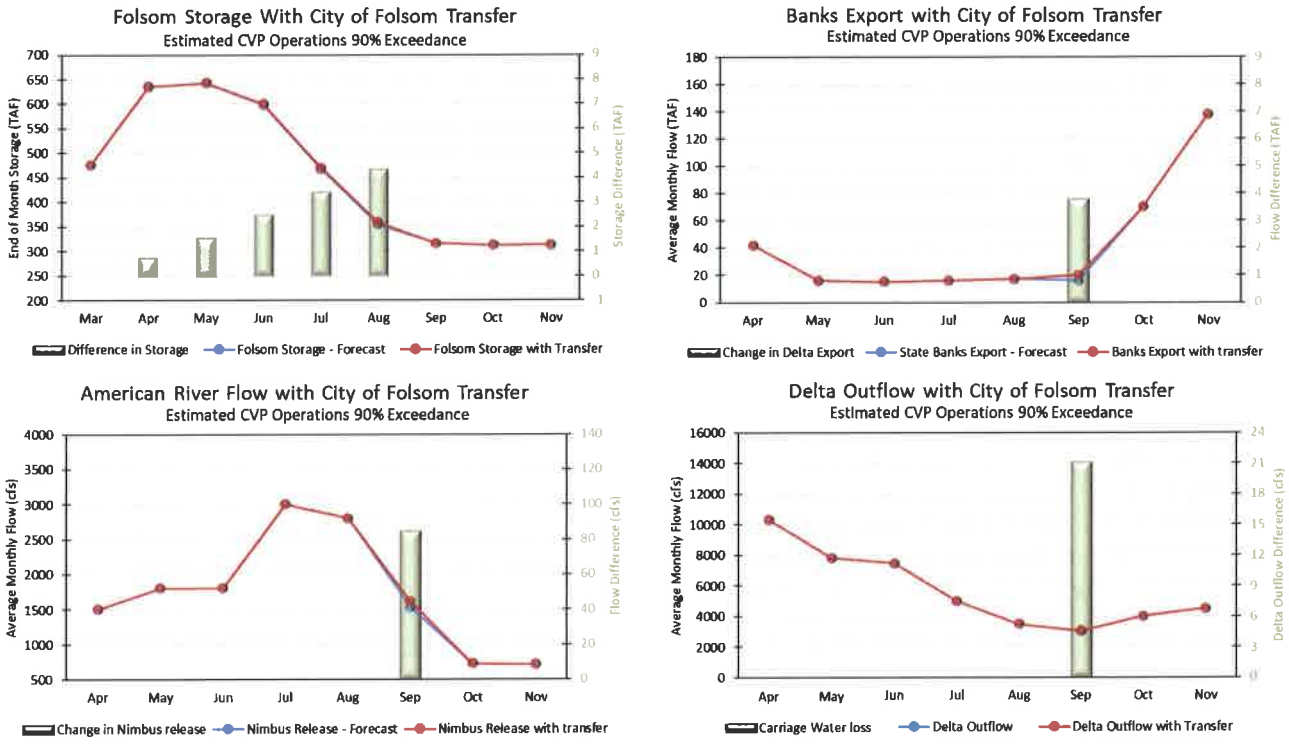


Figure 7 - Reclamation – April 2020, 90% Exceedance Operations Forecast Summary

Estimated CVP Operations 90% Exceedance
100% WR/Refuge, 15% Ag 65% M-I

Storages

Federal End of the Month Storage/Elevation (TAF/Feet)

		Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar
Trinity	1975	1931	1835	1710	1584	1429	1275	1234	1198	1180	1178	1208	1216
	Elev.	2336	2329	2320	2310	2297	2283	2279	2276	2274	2274	2277	2278
Whiskeytown	211	238	238	238	238	238	238	206	206	206	206	206	206
	Elev.	1209	1209	1209	1209	1209	1209	1199	1199	1199	1199	1199	1199
Shasta	3600	3674	3483	3025	2489	2110	1944	1846	1870	1926	2038	2231	2592
	Elev.	1035	1028	1009	984	964	954	948	950	953	959	970	989
Folsom	476	635	642	598	467	354	316	312	313	324	340	372	463
	Elev.	432	433	428	412	396	390	389	389	391	394	399	412
New Melones	1892	1844	1791	1707	1621	1551	1509	1472	1474	1477	1481	1481	1479
	Elev.	1038	1033	1024	1016	1009	1004	1000	1000	1001	1001	1001	1001
San Luis	344	349	235	90	45	64	145	215	219	385	511	489	440
	Elev.	479	464	439	422	418	427	439	453	478	504	492	481
Total		8672	8224	7368	6444	5746	5427	5284	5279	5418	5753	5984	6396

State End of the Month Reservoir Storage (TAF)

Oroville													
San Luis Total San Luis (TAF)	1319	1271	1113	888	710	677	756	864	999	1267	1556	1418	1291

Monthly River Releases (TAF/cfs)

		Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar
Trinity	TAF	36	92	47	28	53	52	23	18	18	18	17	18
	cfs	600	1,498	783	450	857	870	373	300	300	300	300	300
Clear Creek	TAF	12	16	12	9	9	9	12	12	12	12	11	17
	cfs	200	265	200	150	150	150	200	200	200	200	200	275
Sacramento	TAF	416	523	714	768	599	387	338	223	215	215	194	215
	cfs	7000	8500	12000	12500	9750	6500	5500	3750	3500	3500	3500	3500
American	TAF	89	111	107	184	172	91	44	42	44	49	73	83
	cfs	1500	1800	1800	3000	2801	1528	723	710	715	800	1310	1357
Stanislaus	TAF	37	15	9	9	9	9	35	12	12	13	12	12
	cfs	620	245	150	150	150	150	577	200	200	213	214	200
Feather													

Trinity Diversions (TAF)

	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar
Carr PP	114	100	100	100	101	100	24	30	21	15	10	57
Spring Crk. PP	90	90	90	90	90	90	45	20	12	10	10	60

Delta Summary (TAF)

		Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar
Tracy		115	66	110	231	260	255	196	58	120	240	45	50
USBR Banks		0	0	0	4	4	4	0	0	0	0	0	0
Contra Costa		3.8	4.2	5.1	5.6	5.5	4.2	4.2	3.8	3.8	3.8	3.0	3.4
Total USBR		119	70	115	241	270	263	200	62	124	244	48	53
State Export													
Total Export		163	114	150	282	345	337	300	219	321	404	74	103
COA Balance		11	11	9	0	0	18	0	0	0	0	-25	-80
Vernalis	TAF	115	95	40	42	37	43	104	83	83	92	82	82
Vernalis	cfs	1927	1552	671	687	605	722	1700	1393	1355	1498	1475	1339
Old/Middle River Std.													
Old/Middle R. calc.		-1,826	-1,322	-2,231	-3,808	-4,633	-4,630	-3,586	-2,795	-3,999	-4,974	-962	-1,282
Computed DOI		10304	7808	7447	4994	3497	3009	4002	4505	4506	6458	11400	11403
Excess Outflow		2505	0	0	0	0	0	0	0	0	1952	0	0
% Export/Inflow		19%	16%	19%	33%	43%	50%	47%	41%	54%	54%	11%	13%
% Export/Inflow std.		35%	35%	35%	65%	65%	65%	65%	65%	65%	65%	45%	35%

Hydrology

	Trinity		Shasta		Folsom		New Melones	
Water Year Inflow (TAF)	490		3,165		1,321		589	
Year to Date + Forecasted % of mean	41%		57%		49%		56%	

CVP actual operations do not follow any forecasted operation or outlook; actual operations are based on real-time conditions.
CVP operational forecasts or outlooks represent general system-wide dynamics and do not necessarily address specific watershed/tributary details.
CVP releases or export values represent monthly averages.
CVP Operations are updated monthly as new hydrology information is made available December through May.

4/21/2020

Figure 8 - Reclamation – April 2020, 50% Exceedance Operations Forecast Summary

Estimated CVP Operations 50% Exceedance

Storages

Federal End of the Month Storage/Elevation (TAF/Feet)

		Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar
Trinity	1975	1963	1876	1756	1631	1476	1324	1289	1276	1306	1381	1472	1596
	Elev.	2336	2332	2323	2314	2301	2288	2285	2283	2286	2291	2301	2311
Whiskeytown	211	238	238	238	238	238	238	206	206	206	206	206	206
	Elev.	1209	1209	1209	1209	1209	1209	1199	1199	1199	1199	1199	1199
Shasta	3600	3674	3578	3169	2688	2364	2231	2172	2252	2427	2818	3358	3898
	Elev.	1035	1032	1015	993	977	970	967	971	981	1000	1023	1044
Folsom	476	630	696	623	465	369	335	321	321	341	400	537	724
	Elev.	432	439	431	412	398	393	391	391	394	403	421	442
New Melones	1892	1854	1839	1790	1712	1646	1607	1580	1597	1620	1654	1708	1767
	Elev.	1039	1037	1033	1025	1018	1014	1012	1013	1016	1019	1025	1030
San Luis	344	326	184	82	31	25	97	229	371	587	805	930	987
	Elev.	473	456	434	415	406	412	439	471	509	530	540	543
Total		8685	8411	7659	6765	6118	5832	5797	6022	6487	7244	8210	9158

State End of the Month Reservoir Storage (TAF)

Oroville													
San Luis													
Total San Luis (TAF)	1319	1224	1031	819	649	570	626	863	1184	1618	1867	1992	2028

Monthly River Releases (TAF/cfs)

Trinity	TAF	36	92	47	28	53	52	23	18	18	18	17	18
	cfs	600	1,498	783	450	857	870	373	300	300	300	300	300
Clear Creek	TAF	12	23	9	9	9	9	12	12	12	25	11	12
	cfs	200	380	150	150	150	150	200	200	200	400	200	200
Sacramento	TAF	416	523	714	744	576	387	338	238	215	215	222	295
	cfs	7000	8500	12000	12100	9350	6500	5500	4000	3500	3500	4000	4800
American	TAF	89	130	164	220	159	95	89	90	92	92	125	123
	cfs	1500	2113	2750	3573	2583	1605	1451	1518	1500	1500	2250	2000
Stanislaus	TAF	37	15	9	9	9	9	35	12	12	13	12	12
	cfs	622	245	150	150	150	150	577	200	200	213	214	200
Feather													

Trinity Diversions (TAF)

	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar
Carr PP	105	99	93	99	100	99	23	26	9	10	2	5
Spring Crk. PP	90	90	90	90	90	90	45	20	12	19.8	35	30

Delta Summary (TAF)

		Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar
Tracy		115	66	181	267	265	260	265	201	255	260	200	137
USBR Banks		0	0	0	11	11	11	0	0	0	0	0	0
Contra Costa		12.7	12.7	9.8	11.1	12.7	14.0	16.8	18.4	18.3	14.0	14.0	12.7
Total USBR		128	79	191	289	289	285	282	219	273	274	214	150
State Export													
Total Export		171	123	211	308	340	363	484	443	528	398	381	298
COA Balance		11	12	17	17	17	20	20	0	0	0	0	0
Vernalis	TAF	115	95	56	48	46	51	104	83	83	92	111	57
Vernalis	cfs	1929	1552	940	784	752	856	1700	1393	1355	1498	1997	932
Old/Middle River Std.													
Old/Middle R. calc.	cfs	-1,940	-1,428	-2,895	-4,096	-4,507	-4,903	-5,885	-5,702	-6,698	-4,901	-4,975	-3,900
Computed DOI		14423	7808	7447	4994	3497	3009	4002	4506	7418	14445	19811	20708
Excess Outflow		6623	0	0	0	0	0	0	0	2912	8443	8411	9305
% Export/Inflow		15%	16%	24%	34%	42%	51%	57%	57%	52%	31%	25%	18%
% Export/Inflow std.		35%	35%	35%	65%	65%	65%	65%	65%	65%	65%	45%	35%

Hydrology

	Trinity		Shasta		Folsom		New Melones	
Water Year Inflow (TAF)	520		3,405		1,482		668	
Year to Date + Forecasted % of mean	43%		61%		54%		65%	

CVP actual operations do not follow any forecasted operation or outlook; actual operations are based on real-time conditions.
CVP operational forecasts or outlooks represent general system-wide dynamics and do not necessarily address specific watershed/tributary details.
CVP releases or export values represent monthly averages.
CVP Operations are updated monthly as new hydrology information is made available December through May.

4/21/2020

Figure 9 - Reclamation – May 2020, 90% Exceedance Operations Forecast Summary

Estimated CVP Operations 90% Exceedance

Storages

Federal End of the Month Storage/Elevation (TAF/Feet)

		May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr
Trinity	1921	1813	1678	1549	1392	1237	1196	1160	1142	1141	1168	1228	1285
	Elev.	2328	2317	2307	2294	2280	2276	2272	2270	2270	2273	2279	2284
Whiskeytown	239	238	238	238	238	238	206	206	206	206	206	206	238
	Elev.	1209	1209	1209	1209	1209	1199	1199	1199	1199	1199	1199	1209
Shasta	3687	3504	3024	2473	2079	1903	1805	1792	1844	1972	2165	2476	2517
	Elev.	1029	1009	983	962	952	946	945	948	956	967	983	985
Folsom	697	768	701	540	395	334	295	295	305	318	348	437	542
	Elev.	446	439	422	402	393	386	386	388	390	395	408	422
New Melones	1905	1814	1688	1604	1532	1489	1452	1453	1457	1461	1461	1459	1422
	Elev.	1035	1023	1014	1007	1002	998	998	998	999	999	999	995
San Luis	370	237	121	72	82	158	225	247	284	476	451	405	326
	Elev.	465	445	424	411	413	420	434	452	460	466	456	444
Total		8375	7451	6475	5717	5357	5178	5153	5238	5573	5798	6211	6330

State End of the Month Reservoir Storage (TAF)

Oroville	Elev.												
San Luis Total San Luis (TAF)		1322	1122	921	728	616	633	687	823	996	1280	1148	1035	969

Monthly River Releases (TAF/cfs)

Trinity	TAF	92	47	28	53	52	23	18	18	18	17	18	36
	cfs	1,498	783	450	857	870	373	300	300	300	300	300	600
Clear Creek	TAF	16	11	9	9	9	12	12	12	12	11	17	12
	cfs	265	190	150	150	150	200	200	200	200	200	275	200
Sacramento	TAF	559	696	750	599	387	338	260	219	200	194	216	416
	cfs	9100	11700	12200	9750	6500	5500	4373	3557	3250	3500	3500	7000
American	TAF	92	125	208	201	106	78	43	44	49	73	83	101
	cfs	1500	2110	3385	3276	1776	1276	718	710	800	1310	1357	1706
Stanislaus	TAF	55	59	12	12	12	35	12	12	13	12	12	27
	cfs	887	1000	200	200	200	577	200	200	213	214	200	460
Feather	TAF												
	cfs												

Trinity Diversions (TAF)

	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr
Carr PP	99	99	100	101	100	24	30	21	15	10	7	44
Spring Crk. PP	90	90	99	99	99	45	20	12	10	10	10	15

Delta Summary (TAF)

		May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr
Tracy		57	153	262	260	249	198	79	74	230	45	50	49
USBR Banks		0	0	9	9	9	0	0	0	0	0	0	0
Contra Costa		4.2	5.1	5.6	5.5	4.2	4.2	3.8	3.8	3.8	3.0	3.4	3.8
Total USBR		62	158	267	275	262	202	83	78	234	48	53	51
State Export													
Total Export		98	212	297	306	292	273	227	231	404	74	103	93
COA Balance		11	10	11	18	30	11	11	11	11	-14	-67	-47
Vernalis	TAF	135	90	45	40	46	104	83	83	92	82	82	105
Vernalis	cfs	2194	1521	737	655	772	1700	1393	1366	1498	1476	1339	1767
Old/Middle River Std.													
Old/Middle R. calc.		-835	-2,651	-3,973	-4,122	-4,025	-3,248	-2,899	-2,872	-4,974	-952	-1,282	-1,000
Computed DOI		8052	7447	4994	4636	4118	4994	5009	6019	6214	11400	11403	9497
Excess Outflow		244	0	0	0	0	0	0	16	1708	0	0	0
% Export/Inflow		14%	25%	34%	37%	42%	40%	40%	38%	55%	11%	13%	12%
% Export/Inflow std.		35%	35%	65%	65%	65%	65%	65%	65%	65%	45%	35%	35%

Hydrology

	Trinity	Shasta	Folsom	New Melones
Water Year Inflow (TAF)	450	3,077	1,414	639
Year to Date + Forecasted % of mean	37%	56%	52%	60%

CVP actual operations do not follow any forecasted operation or outlook; actual operations are based on real-time conditions.
CVP operational forecasts or outlooks represent general system-wide dynamics and do not necessarily address specific watershed/tributary details.
CVP releases or export values represent monthly averages.
CVP Operations are updated monthly as new hydrology information is made available December through May.

5/26/2020

Figure 10 - Reclamation – May 2020, 50% Exceedance Operations Forecast Summary

Estimated CVP Operations 50% Exceedance

Storages

Federal End of the Month Storage/Elevation (TAF/Feet)

		May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr
Trinity	1921	1846	1724	1597	1441	1287	1252	1244	1274	1339	1449	1578	1692
	Elev.	2330	2321	2311	2298	2284	2281	2280	2283	2289	2299	2310	2319
Whiskeytown	239	238	238	238	238	238	206	206	206	206	206	206	238
	Elev.	1209	1209	1209	1209	1209	1199	1199	1199	1199	1199	1199	1209
Shasta	3687	3504	3071	2613	2278	2126	2068	2142	2333	2730	3311	3866	4172
	Elev.	1029	1011	990	973	965	961	965	976	995	1021	1043	1054
Folsom	697	765	687	561	458	409	391	392	412	486	592	780	934
	Elev.	446	438	424	411	404	402	402	405	415	428	447	462
New Melones	1905	1814	1716	1636	1567	1526	1495	1512	1535	1568	1622	1680	1864
	Elev.	1035	1025	1017	1010	1006	1003	1004	1007	1010	1016	1022	1020
San Luis	370	218	145	94	88	159	239	295	506	729	883	986	887
	Elev.	452	454	432	419	422	441	470	503	524	536	543	532
Total		8386	7581	6739	6071	5745	5650	5790	6266	7057	8064	9076	9586

State End of the Month Reservoir Storage (TAF)

Oroville	Elev.												
San Luis Total San Luis (TAF)		1322	1097	1007	801	680	707	882	1177	1537	1791	1946	2029	1894

Monthly River Releases (TAF/cfs)

Trinity	TAF	67	47	28	53	52	23	18	18	18	17	18	36
	cfs	1,092	788	450	857	870	373	300	300	300	300	300	600
Clear Creek	TAF	16	11	9	9	9	12	12	12	25	11	12	12
	cfs	265	190	150	150	150	200	200	200	400	200	200	200
Sacramento	TAF	559	714	707	575	387	338	238	200	200	180	277	339
	cfs	9100	12000	11500	9350	6500	5500	4000	3250	3250	3250	4500	5700
American	TAF	92	164	184	164	109	93	89	92	77	155	123	268
	cfs	1503	2750	3000	2670	1826	1506	1502	1500	1250	2800	2000	4500
Stanislaus	TAF	55	59	12	12	12	39	12	12	14	13	12	91
	cfs	887	1000	200	200	200	635	200	200	226	229	200	1536
Feather	TAF												
	cfs												

Trinity Diversions (TAF)

	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr
Carr PP	91	95	99	100	99	23	20	9	0	2	1	55
Spring Crk. PP	90	90	90	90	90	45	15	12	10	35	26	35

Delta Summary (TAF)

		May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr
Tracy		57	210	267	265	260	212	115	250	265	230	183	54
USBR Banks		0	0	11	11	11	0	0	0	0	0	0	0
Contra Costa		12.7	9.8	11.1	12.7	14.0	16.8	18.4	18.3	14.0	14.0	12.7	12.7
Total USBR		70	220	289	289	285	229	133	268	279	244	196	66
State Export													
Total Export		107	359	339	352	344	430	412	443	388	386	305	102
COA Balance		2	2	-4	-9	-10	-10	-10	-10	-10	-10	-10	-10
Vernalis	TAF	113	106	51	49	54	108	83	83	93	112	57	169
Vernalis	cfs	1833	1790	834	802	906	1758	1393	1355	1511	2012	932	2843
Old/Middle River Std.													
Old/Middle R. calc.	cfs	-1,104	-4,429	-4,462	-4,634	-4,635	-5,183	-5,301	-5,533	-4,770	-5,024	-3,987	-630
Computed DOI		7808	7783	4994	4652	4186	4994	5009	8557	14120	19559	20285	17297
Excess Outflow		0	336	0	0	0	0	0	2554	8117	8159	8882	7800
% Export/Inflow		14%	35%	36%	39%	45%	50%	53%	44%	31%	26%	19%	7%
% Export/Inflow std.		35%	35%	65%	65%	65%	65%	65%	65%	65%	45%	35%	35%

Hydrology

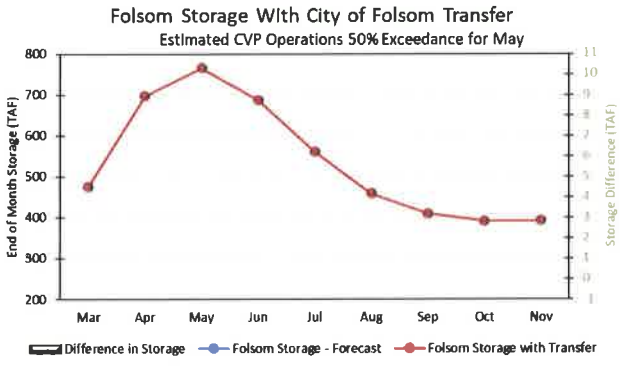
	Trinity		Shasta		Folsom		New Melones	
Water Year Inflow (TAF)	461		3,262		1,493		676	
Year to Date + Forecasted % of mean	38%		59%		55%		64%	

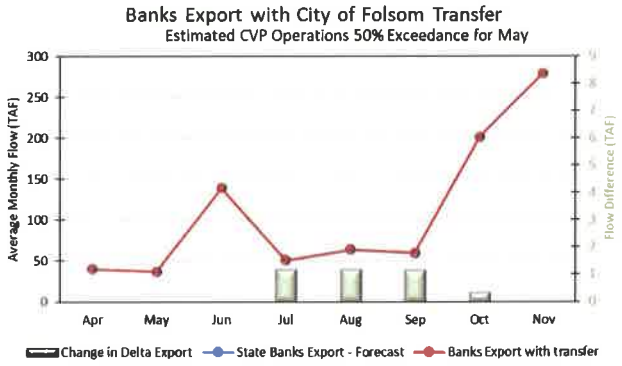
CVP actual operations do not follow any forecasted operation or outlook: actual operations are based on real-time conditions
CVP operational forecasts or outlooks represent general system-wide dynamics and do not necessarily address specific watershed/tributary details
CVP releases or export values represent monthly averages
CVP Operations are updated monthly as new hydrology information is made available December through May

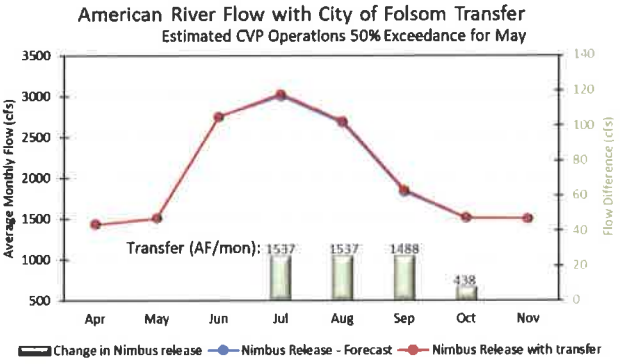
5/26/2020

Figure 11 - Transfer of 25 CFS from July 1 through October 8

May 2020, 50% Exceedance Operations Forecast Summary







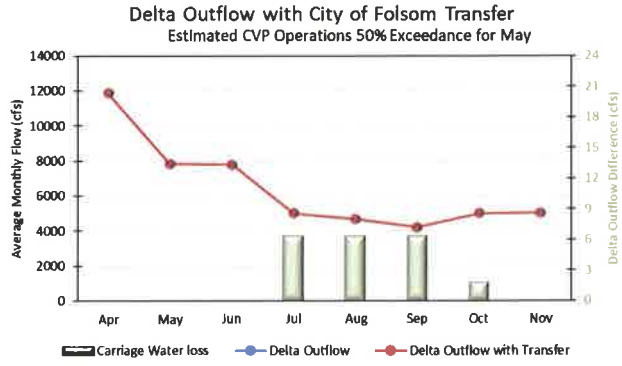
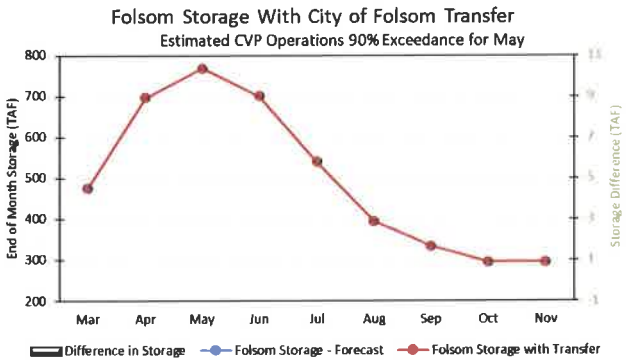
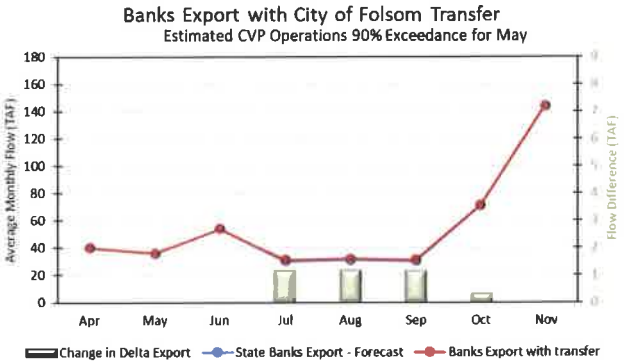
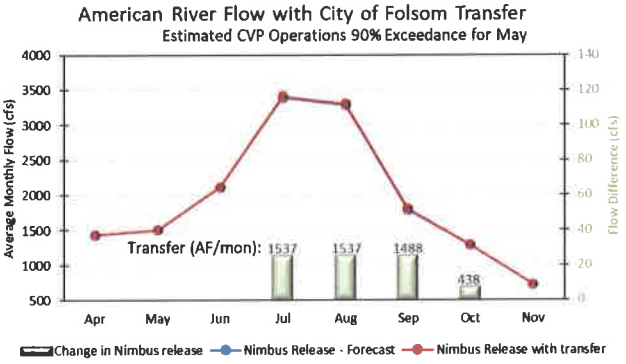


Figure 12 - Transfer of 25 CFS from July 1 through October 8

May 2020, 90% Exceedance Operations Forecast Summary







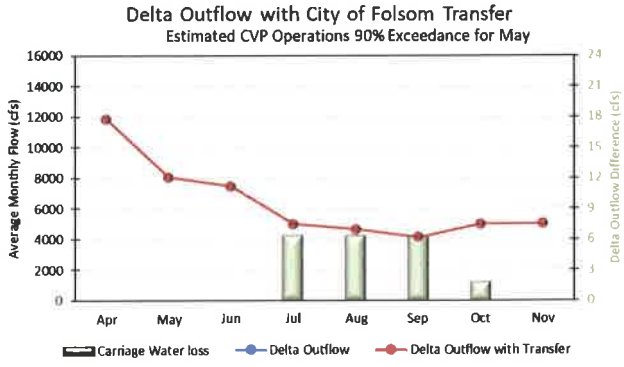


Figure 13 - 5,000 AF Transfer in August with April through September Accumulation of Transfer Supply

May 2020, 50% Exceedance Operations Forecast Summary

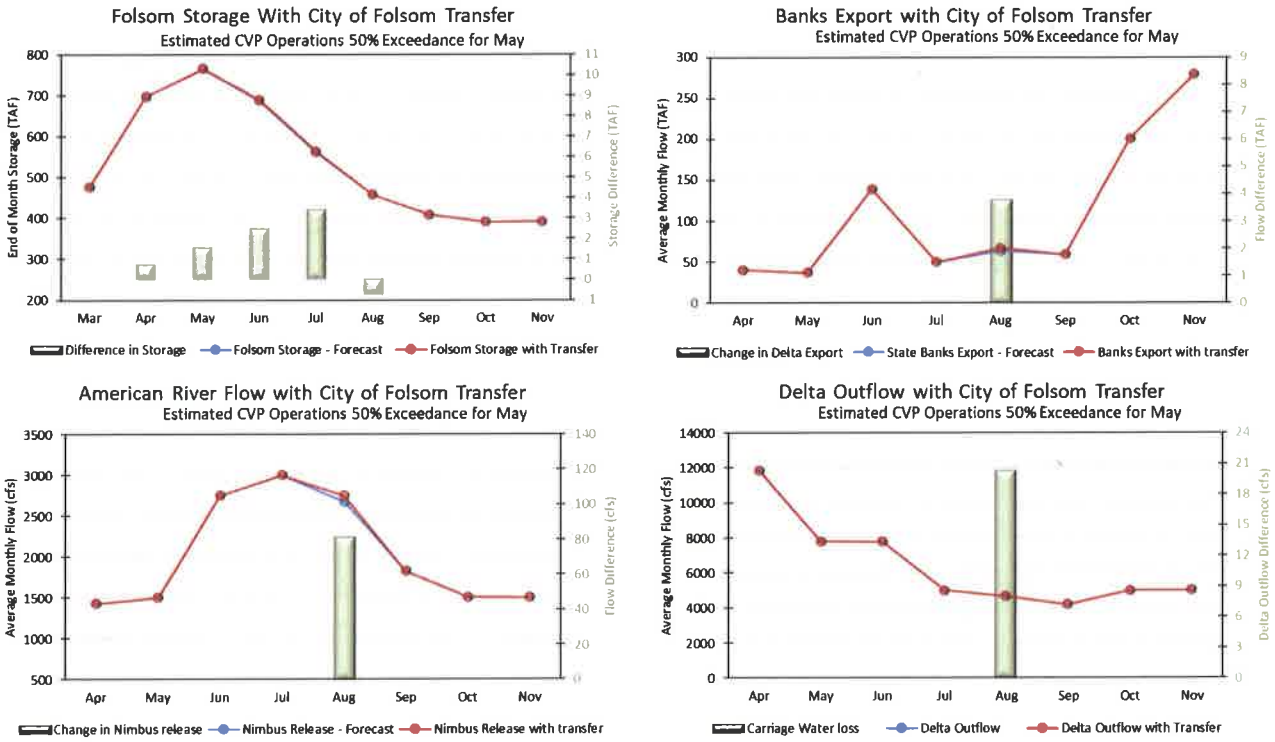


Figure 14 - 5,000 AF Transfer in August with April through September Accumulation of Transfer Supply

May 2020, 90% Exceedance Operations Forecast Summary

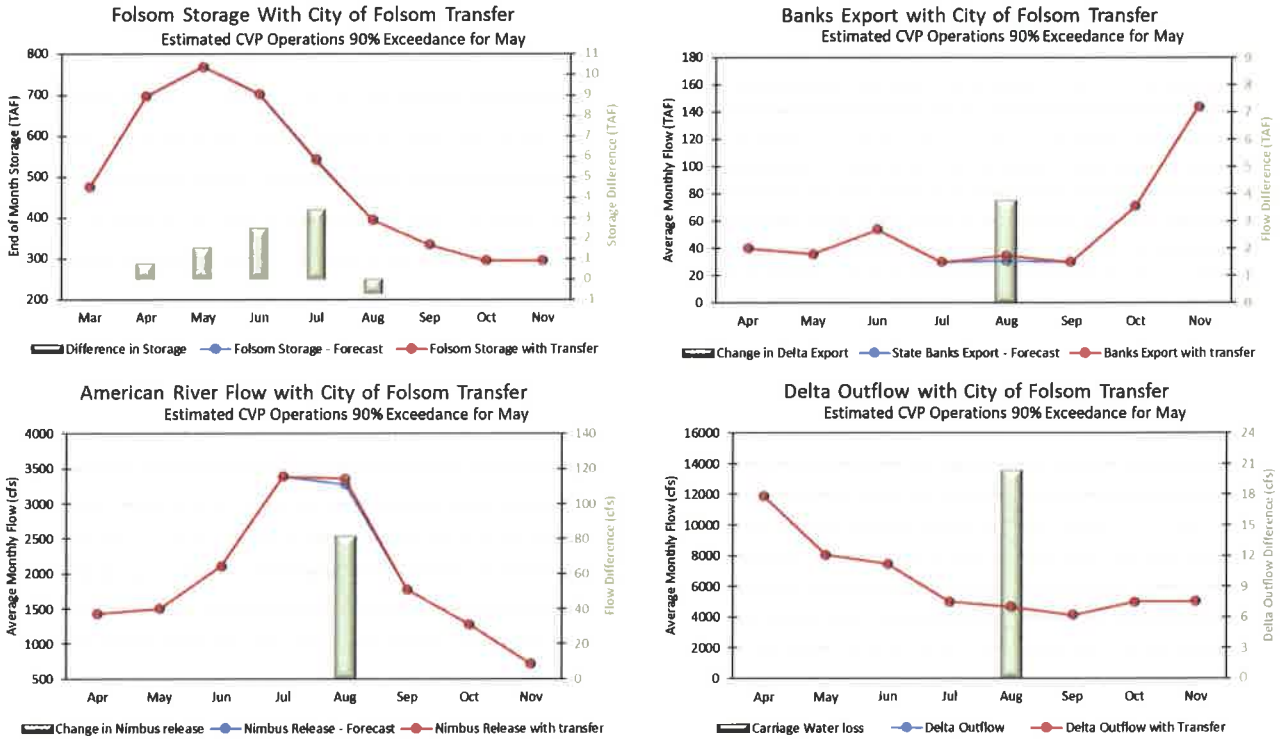


Figure 15 - 5,000 AF Transfer in September with April through September Accumulation of Transfer Supply

May 2020, 50% Exceedance Operations Forecast Summary

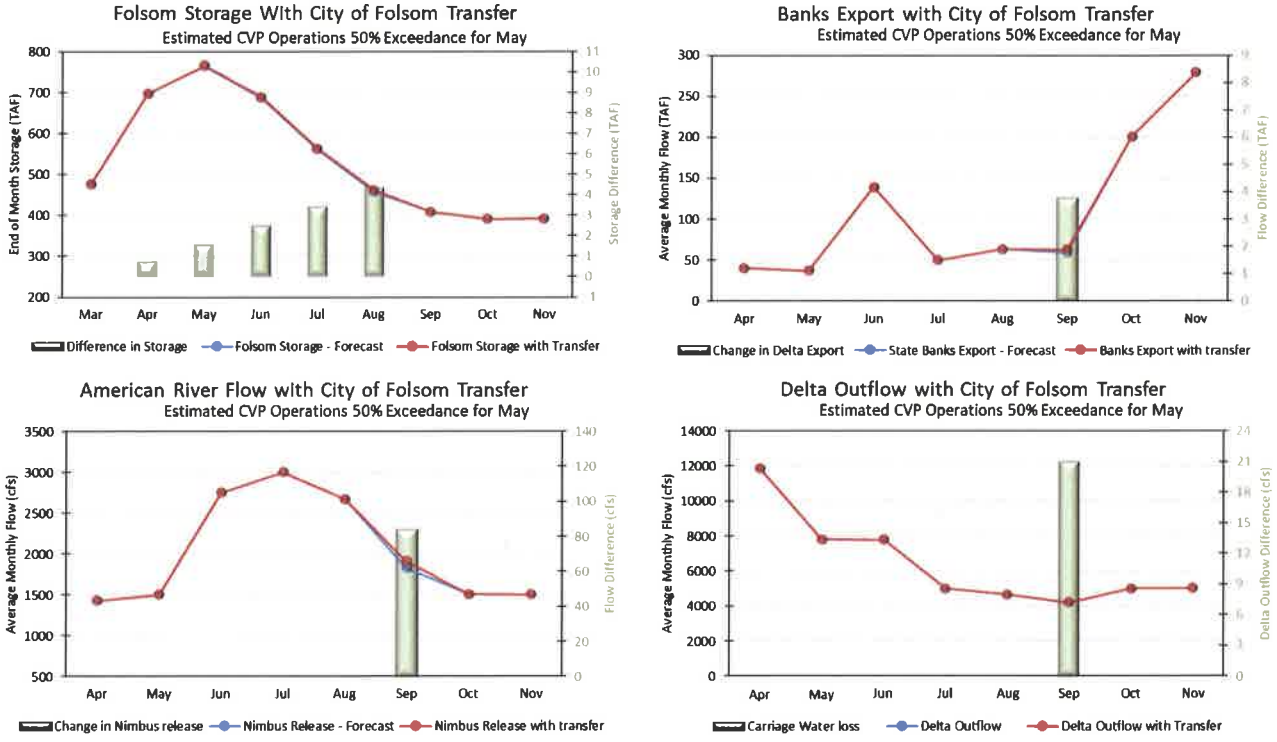
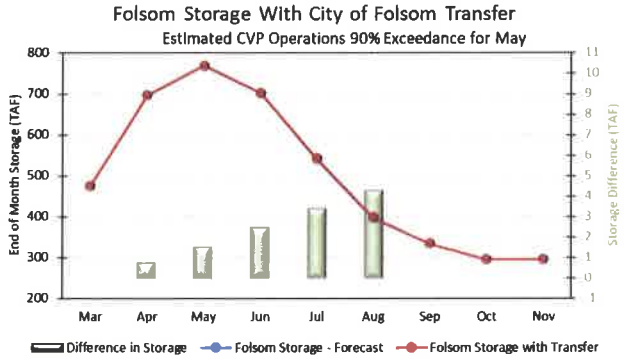
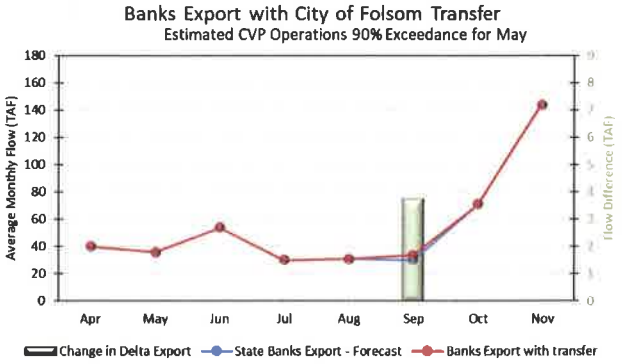
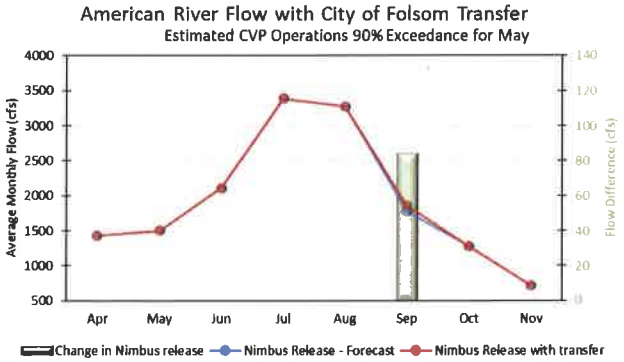
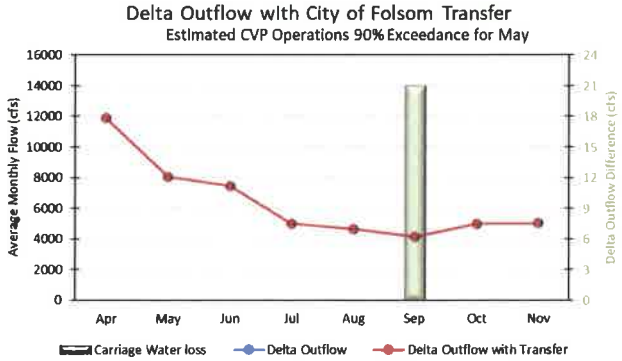


Figure 16 - 5,000 AF Transfer in September with April through September Accumulation of Transfer Supply
May 2020, 90% Exceedance Operations Forecast Summary









ATTACHMENT 3

PURCHASE AGREEMENT FOR WATER TRANSFER BETWEEN SELLER AND BUYERS

This Purchase AGREEMENT for Water Transfer ("AGREEMENT") is effective when fully executed by and between the City of Folsom ("SELLER") and the public agencies listed in **Appendix A** that execute this AGREEMENT ("BUYERS").

RECITALS

A. SELLER is a California entity formed and operating in accordance with California law, and is empowered to sell water to BUYERS as provided for in this AGREEMENT.

B. BUYERS are public agencies that execute this AGREEMENT and are formed and operating under the California Water Code and are empowered to purchase water from SELLER as provided for in this AGREEMENT for delivery to their customers.

C. This AGREEMENT allows for BUYERS, willing purchasers, to acquire from SELLER, a willing seller, water supplies that BUYERS have determined are needed for use in BUYERS' service areas. The water supplies to be transferred under this AGREEMENT will be a portion of the 27,000 acre-feet of water available to SELLER under its pre-1914 water rights to divert water from the American River, identified in Contracts Nos. DA-04-167-eng-330 (as assigned to SELLER), 14-06-200-4816A (as assigned to SELLER) and 14-06-200-5515A with the United States.

D. The water made available for transfer under this AGREEMENT will result from GROUNDWATER SUBSTITUTION or RESERVOIR REOPERATION.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the foregoing Recitals and the mutual covenants and conditions contained herein, the PARTIES agree as follows:

1. ***Recitals Incorporated.***

The foregoing Recitals are incorporated herein by reference.

2. *Definitions.*

The following terms shall have the following meanings as used herein:

a. "AEROJET" means Aerojet-General Corporation.

b. "BUYERS" are the public water agencies listed in **Appendix A** that execute this AGREEMENT.

c. "CEQA" means the California Environmental Quality Act.

d. "CONTRACT INTEREST RATE" is the interest rate paid monthly by the Local Agency Investment Fund (LAIF), calculated from the date of the payment being refunded and compounded monthly.

e. "CONTRACTORS" means the State Water Contractors.

f. "GROUNDWATER SUBSTITUTION" is American River water made available by pumping and use of remediated groundwater by Aerojet-General Corporation to meet its non-potable industrial uses pursuant to a June 29, 2007 Agreement Between The City Of Folsom And Aerojet-General Corporation With Respect To Water Service and in lieu of American River supplies previously delivered for those purposes by SELLER.

g. "PARTIES" are the BUYERS and SELLER. DWR, while not a PARTY, does have authority to consent to this AGREEMENT.

h. "POINT OF DELIVERY" means the point at which water is released from Folsom Dam.

i. "RESERVOIR REOPERATION" means the purposeful release of water subject to the SELLER's pre-1914 water rights and made available by SELLER's

implementation of its System Optimization Water Project, which was SELLER's program of identifying and correcting leaks and losses within its municipal water distribution system, that, as a practical matter, has been present in Folsom Reservoir as a result of SELLER's currently reduced demand under those rights.

j. "SWC AGREEMENT" means the State Water Contractors 2020 Dry Year Water Transfer Agreement by and between the BUYERS and CONTRACTORS.

k. "USBR" means the United States Bureau of Reclamation.

3. Term.

This AGREEMENT will be effective between the SELLER and any BUYERS listed above once they have both executed this AGREEMENT. This AGREEMENT will be in effect until December 31, 2020, or such later date when all obligations under it are satisfied. No right of renewal or right to enter into extensions of this AGREEMENT or to enter into any new water transfer agreement is expressly granted hereunder, nor may such a right be implied from the execution of this AGREEMENT.

4. Agreement to Transfer Water.

a. The BUYERS have entered into a SWC AGREEMENT. In the SWC AGREEMENT, the BUYERS authorized the CONTRACTORS to handle all payments and disbursements described in this AGREEMENT on the BUYERS' behalf. The SWC AGREEMENT requires BUYERS to deposit with the CONTRACTORS funds necessary to make the payments for water and the BUYERS' share of regulatory costs and authorizes the CONTRACTORS to make all such payments to SELLER required by this AGREEMENT. SELLER shall send all notices or invoices required by this AGREEMENT to the CONTRACTORS with a copy to BUYERS, and the CONTRACTORS shall send

all notices and payments to SELLER under this AGREEMENT on behalf of the BUYERS. The CONTRACTORS shall make all payments to SELLER required in accordance with this AGREEMENT on the BUYERS' behalf. Payment shall be made to SELLER in accordance with SELLER's instructions. Nothing in this Section 4(a) shall affect or limit the BUYERS' duties and obligations under this AGREEMENT, and they remain jointly and severally obligated to make the subject payments to SELLER, notwithstanding performance or non-performance on the part of the CONTRACTORS.

b. SELLER agrees to sell to BUYERS up to 5,000 acre-feet, at a price of $350.00 for each acre-foot, of the water supply derived from GROUNDWATER SUBSTITUTION and/or for RESERVOIR REOPERATION for delivery in 2020 for each-acre foot SELLER makes available to BUYERS at the POINT OF DELIVERY. Neither this section, nor any other provision in this AGREEMENT, shall establish a precedent or be considered binding on the PARTIES regarding the terms and conditions of agreements governing possible future transfers.

c. For GROUNDWATER SUBSTITUTION, the PARTIES acknowledge that the associated groundwater pumping has occurred for many years pursuant to regulatory mandates of, among other agencies, the United States Environmental Protection Agency and that GROUNDWATER SUBSTITUTION water subject to SELLER's water rights has been present in Folsom Reservoir on an on-going basis since 2016. Nothing in this AGREEMENT constitutes an admission by SELLER for purposes of future transfers that the regulatory requirements imposed on this water transfer are required under applicable law.

d. In the event SELLER fails to make available the water quantity purchased at the POINT OF DELIVERY, SELLER will first provide appropriate adjustments to the final invoice to reflect any differences in the volume of water requested by BUYERS and ultimately delivered by SELLERS. If due to unforeseen circumstances the final invoice reflects an amount due to BUYERS, SELLER will promptly refund to BUYERS any payments made for purchased water not provided by SELLER. Any refunds shall accrue interest at the CONTRACT INTEREST RATE.

5. ***Payments for GROUNDWATER SUBSTITUTION and RESERVOIR REOPERATION Transfer Water.***

a. SELLER may invoice BUYERS for 50% of the final quantities SELLER offers on or before June 30, 2020, provided DWR has approved conveyance of the transfer water and BUYERS have called the water. If DWR approval occurs after June 30, 2020, SELLER may invoice BUYERS for 50% of the final quantities at that time, provided BUYERS have called the water. On or after July 31, 2020, SELLER may invoice BUYERS for an additional 40% of the final water quantity offered by SELLER under this AGREEMENT. After DWR has confirmed the final water quantity delivered by SELLER at the POINT OF DELIVERY, SELLER may invoice BUYERS for the final balance owed. BUYERS shall pay all invoices under this section within thirty (30) days of receipt. Payments not made within thirty (30) days under this section shall accrue interest at the CONTRACT INTEREST RATE, compounded monthly.

6. ***Water To Be Transferred; Delivery Conditions; POINT OF DELIVERY.***

a. On or before 5:00 p.m. on June 15, 2020, in their sole discretion, BUYERS shall notify SELLER whether they want to buy the total amount of water offered by SELLER on July 1, 2020. Failure by BUYERS to notify SELLER on or before 5:00 p.m. on June 15, 2020 shall be deemed an election by BUYERS to take all water offered by SELLER on July 1, 2020. Except as provided for in Sections 6(b) and 6(b), once BUYERS have notified SELLER of their intent to buy all water made available by SELLER (or that election has been otherwise deemed to occur), BUYERS will have a "take or pay" obligation for the total amount of water offered by SELLER at the POINT OF DELIVERY and that DWR will convey to BUYERS.

b. For water made available by RESERVOIR REOPERATION:

i. BUYERS agree to purchase the amount of RESERVOIR REOPERATION water specified by SELLER in Section 6(a) that DWR will convey to BUYERS, and is made available by SELLER at the POINT OF DELIVERY.

ii. Until SELLER provides the notification set forth in Section 6(a), SELLER may, in its sole discretion, reduce in whole or in part the amount of water being offered from RESERVOIR REOPERATION it wishes to make available to BUYERS.

iii. If regulatory restrictions, including increased carriage losses, or State Water Project (SWP) infrastructure availability limit BUYERS' ability to divert and use the RESERVOIR REOPERATION water under this AGREEMENT, or the BUYERS choose to terminate RESERVOIR REOPERATION transfers, BUYERS shall provide seventy-two (72) hour

notice and suspend or terminate RESERVOIR REOPERATION transfers. Any water released prior to the effective date of the suspension or termination will be considered transferred to BUYERS.

iv. In the event SELLER's supply is reduced or curtailed, SELLER will meet and confer with BUYERS, but SELLER will reserve the right in its sole and absolute discretion to terminate this AGREEMENT. However, the obligations set forth in Section 7 will still apply.

c. For water made available by GROUNDWATER SUBSTITUTION:

i. BUYERS agree to purchase the amount of GROUNDWATER SUBSTITUTION water specified by SELLER in Section 6(a) that is determined to be transferable at the POINT OF DELIVERY by DWR, subject to Section 6(c)(iv), and is made available by SELLER at the POINT OF DELIVERY identified in Section 6(d).

ii. Until SELLER provides the notification set forth in Section 6(a), SELLER may, in its sole discretion, reduce in whole or in part the water quantity being offered from GROUNDWATER SUBSTITUTION it wishes to make available to BUYERS. Subject to Section 6(c)(iv), SELLER will use reasonable efforts to provide the GROUNDWATER SUBSTITUTION water during the transfer period. GROUNDWATER SUBSTITUTION amounts are subject to change based on the final start date for the water transfer, regulatory approvals and requirements, and any monitoring and mitigation obligations which may suspend or reduce pumping.

iii. Other than the 5,000 acre-feet that SELLER will transfer to BUYERS, this AGREEMENT places no requirement or restriction on SELLER's

diversions of surface water under its water rights and contracts within SELLER's boundary during the transfer period. However, if regulatory restrictions, including increased carriage losses, or State Water Project (SWP) infrastructure availability limit BUYERS' ability to divert and use the GROUNDWATER SUBSTITUTION water under this AGREEMENT, or the BUYERS choose to terminate GROUNDWATER SUBSTITUTION transfers, BUYERS shall provide seventy-two (72) hour notice of the need for SELLER to either suspend or terminate delivery of GROUNDWATER SUBSTITUTION water and SELLER shall use its reasonable best efforts to have USBR cease releasing that water from Folsom Dam. BUYERS may request SELLER to resume delivery of GROUNDWATER SUBSTITUTION water under this AGREEMENT, and SELLER will use its reasonable best efforts to have USBR resume release of that water no later than forty-eight (48) hours after BUYERS' notice.

iv. SELLER shall monitor and prepare and submit reports as required by DWR to document pumping by AEROJET that makes GROUNDWATER SUBSTITUTION available. In the event that groundwater necessary to provide the water requested pursuant to Section 6(a) is not pumped, for which BUYERS have contracted and paid for, SELLER will promptly refund to BUYERS any payments made in accordance with this AGREEMENT for each acre-foot not produced. Any refunds shall include interest at the CONTRACT INTEREST RATE.

d. SELLER shall make transfer water subject to this AGREEMENT available at the POINT OF DELIVERY, and SELLER shall not schedule the delivery to BUYERS of water to be transferred under this AGREEMENT. Except to the extent provided for in Section 6, BUYERS shall be responsible for and shall bear all risks for all conveyance and other losses related to the inability of BUYERS or DWR to convey the water from the POINT OF DELIVERY to BUYERS, and for any carriage water losses assessed against BUYERS by USBR or DWR. BUYERS understand and acknowledge that the transfer of water will occur within the current and future regulatory parameters for the SWP, including all Biological Opinion requirements under the federal and state endangered species acts and any additional restrictions being implemented as a result of interim operational remedies imposed by a state or federal court. SELLER shall in no way be responsible for BUYERS' inability, infeasibility, frustration of purpose, or increased expenses resulting from transferring or transporting the water after the POINT OF DELIVERY. To the extent provided in Section 6(a), BUYERS' obligations under this AGREEMENT shall remain the same notwithstanding difficulty, increased costs, impossibility, or inability to transport the water to BUYERS' place of use except as provided in this AGREEMENT.

e. The 5,000 acre-feet of water made available to BUYERS by GROUNDWATER SUBSTITUTION or RESERVOIR REOPERATION pursuant to this AGREEMENT shall be for the exclusive use of the BUYERS, and SELLER shall take no actions, except those permitted by this AGREEMENT, that would reduce the water transferred under this AGREEMENT.

7. ***Obtaining Approvals; Environmental Compliance; and Related Costs.***

a. Approvals and Documentation. SELLER will be responsible for preparing any necessary CEQA and SWRCB documentation.

For RESERVOIR REOPERATION, SELLER will be responsible for preparing any necessary CEQA or NEPA documentation, and acquiring any Warren Act Contract or other contract or agreement with USBR as determined necessary.

b. SELLER is required to obtain USBR's (where applicable) and DWR's consent to the water transfer provided for under this AGREEMENT. BUYERS and SELLER will cooperate with and assist each other as necessary in obtaining approval and agreement from USBR and/or DWR.

c. BUYERS will reimburse SELLER's reasonable and documented out-of-pocket administrative expenses, including but not limited to legal, environmental, and engineering consultants' fees and expenses incurred by SELLER for developing and administering mitigation and monitoring programs for GROUNDWATER SUBSTITUTION, and obtaining any necessary approvals supporting this AGREEMENT, regardless of whether water is transferred, unless SELLER fails to provide any water after the BUYERS provide notification to purchase water as set forth in Section 6.a). Subject to the foregoing, SELLER shall be entitled to this reimbursement for such costs incurred after February 1, 2020, and upon the BUYERS and SELLERS executing this AGREEMENT. Except as set forth in Section 7(d), the maximum amount that a SELLER will be reimbursed for its out-of-pocket administrative expenses is $50,000 (for actual net deliveries greater than 10,000 acre-feet); $30,000 (for actual net deliveries between 9,999 acre-feet and 5,000 acre-feet); and $20,000 (for actual net deliveries between 4,999 acre-feet

and 1,000 acre-feet). Water quantity offered by the SELLER but declined per Section 6(c)(iv) will be counted towards the aforementioned administration reimbursement quantification tiers. SELLER may invoice BUYERS one time for such expenses after May 30, 2020. BUYERS shall pay such invoices within thirty (30) days of BUYERS' receipt of the invoice. SELLER shall invoice BUYERS for all costs under this section by no later than December 31, 2020. If SELLER fails to invoice by December 31, 2020, BUYERS are not obligated to pay the costs set forth in this Section 7(c).

d. In the event of an administrative challenge and/or litigation related to the proposed 2020 water transfer, SELLER and BUYERS will promptly meet and confer to perform a risk assessment of the litigation/challenge, and cooperate in good faith to determine whether to terminate the AGREEMENT due to the litigation/challenge. If litigation and/or an administrative challenge is pending as of June 30, 2020, either PARTY may elect to terminate the AGREEMENT due to any such litigation/challenge. If either PARTY so elects to terminate the AGREEMENT, BUYERS shall still be obligated to pay SELLER's reasonable and documented out-of-pocket administrative expenses, and for all of the water transferred to BUYERS prior to such termination. If litigation and/or an administrative challenge is initiated after June 30, 2020, SELLER and BUYERS will promptly meet and confer to perform a risk assessment of the litigation/challenge, but termination of this AGREEMENT may only occur through agreement of both BUYERS and SELLER or at the option of SELLER in its sole discretion. SELLER will take all necessary and appropriate actions to defend the transfer on behalf of BUYERS and SELLER. Except as set forth in

Section 7(d)(ii), BUYERS will reimburse 100% of SELLER's actual out-of-pocket expenses incurred in defending the proposed 2020 water transfer. BUYERS shall cooperate in defending the litigation as requested by SELLER. SELLER shall invoice BUYERS for expenses under this section on a monthly basis (supported by invoices) beginning the month following initiation of the proceeding or challenge, and BUYERS shall pay such invoices within thirty (30) days of BUYERS' receipt of each invoice. However, BUYERS may still dispute such invoices after paying.

i. Subject to Section 7(d)(ii), BUYERS shall bear their own costs of any litigation and/or administrative challenge and shall pay any remedial award associated therewith, whether levied against BUYERS or SELLER.

ii. As to claims that solely challenge SELLER's conduct within SELLER's service area or above the POINT OF DELIVERY, and excepting claims governed by Section 7(d), including CEQA, Endangered Species Act, or administrative challenges to the entire transfer program, SELLER shall have primary responsibility for defending such claims on behalf of both SELLER and BUYERS, and BUYERS shall participate in defending against such claims to the extent it deems necessary or appropriate, in BUYERS' sole discretion. BUYERS shall bear their own fees and costs of defending against such claims. Except as provided in Section 7(c), SELLER shall bear its own fees and costs of defending against such claims and shall pay any monetary awards associated therewith.

e. Notwithstanding anything to the contrary in Sections 7(c) and (d), BUYERS shall not be required to reimburse SELLER for the time spent by its directors, officers, or employees relating to this transfer.

f. SELLER is required to obtain DWR's agreement that the water made available by SELLER at the POINT OF DELIVERY is transferable to BUYERS. BUYERS are required to obtain DWR's agreement to divert the quantity of water calculated pursuant to Section 4(b), less carriage and any other water losses assessed by DWR, at the H.O. Banks Pumping Plant for delivery to BUYERS, consistent with BUYERS' SWP water supply contract. SELLER will cooperate with and assist BUYERS as requested to obtain DWR's agreement, but SELLER shall not act as a guarantor of such an agreement. BUYERS and SELLER acknowledge that DWR's approval will occur subsequent to executing this AGREEMENT. If DWR's agreement is not obtained, BUYERS and SELLER will confer to determine whether they will mutually agree to continue this AGREEMENT, with or without appropriate amendments.

g. SELLER shall obtain any and all other necessary approvals required to effectuate the water transfer under this AGREEMENT, except that BUYERS shall obtain all authorizations for the conveyance of the transfer water from the POINT OF DELIVERY to BUYERS' places of use.

8. Water Rights Not Affected.

No transfer of water pursuant to this AGREEMENT shall confer any appropriative, public trust, or other right to water on any person or entity. Nothing in this AGREEMENT shall act as a forfeiture, diminution, or impairment of any rights of SELLER to its full deliveries of water after the expiration of the AGREEMENT, and shall in no way prejudice any of SELLER's rights

thereto. Consistent with the provisions of California Water Code Sections 109, 475, 1011, 1244, and 11961, the PARTIES agree that no transfers under this AGREEMENT, nor the AGREEMENT itself, is evidence of the availability of surplus water beyond the term of the AGREEMENT, nor evidence of lack of beneficial use of the water involved in the transfer, and they shall not contend otherwise. The only rights granted to the PARTIES as a result of this AGREEMENT are those expressly set forth herein.

9. General Indemnity.

Subject to the provisions of Section 7(d) regarding allocation of litigation expenses, each PARTY (that is, SELLER on the one hand, and BUYERS on the other hand) agrees to protect, defend, indemnify, and hold harmless the other PARTY and its/their directors, officers, agents, servants, employees, and consultants, in addition to the CONTRACTORS' directors and employees from and against any and all losses, claims, liens, demands, and causes of action of every kind and character, without limitation by enumeration, occurring or in any way incident to, connected with, or arising directly or indirectly out of the performance or non-performance by the indemnifying PARTY hereunder.

10. Construction and Interpretation.

It is agreed and acknowledged by the PARTIES that this AGREEMENT has been arrived at through negotiation, and that each PARTY has had a full and fair opportunity to revise the terms of this AGREEMENT. Consequently, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this AGREEMENT.

11. Obligations Prior to Termination.

Notwithstanding any other provision hereof, the obligations of the PARTIES incurred pursuant to this AGREEMENT prior to the termination of this AGREEMENT, including without limitation the obligations to make refunds as required, shall survive the termination.

12. Severability.

The invalidity, illegality, or unenforceability of any provision of this AGREEMENT shall not render the other provisions unenforceable, invalid, or illegal.

13. Governing Law.

This AGREEMENT shall be interpreted and enforced pursuant to the laws of the State of California.

14. Modifications.

This AGREEMENT can only be modified in writing and if executed by both PARTIES.

15. Entire Agreement.

This AGREEMENT contains the entire understanding of the PARTIES related to their interests, obligations, and rights in connection with the subject matter set forth herein. All prior communications, negotiations, stipulations, and understandings, whether oral or written, are of no force or effect, and are superseded, except as referenced herein.

16. No Third Party Beneficiary.

The PARTIES to this AGREEMENT do not intend to create any third party beneficiaries to this AGREEMENT, and expressly deny the creation of any third party beneficiary rights hereunder toward any person or entity.

17. Time.

Time is of the essence in the performance of each and every term of this AGREEMENT.

18. Waiver.

The waiver or failure to declare a breach as a result of the violation of any term of this AGREEMENT shall not constitute a waiver of that term or condition and shall not provide the basis for a claim of estoppel, forgiveness or waiver by any PARTY to that term or condition.

19. Attorneys' Fees.

If it shall be necessary for any PARTY hereto to commence legal action or arbitration to enforce the terms and provisions of this AGREEMENT, each PARTY shall be responsible for its own attorneys' fees, expenses, and costs incurred therein.

20. Captions.

The section and subsection captions in this AGREEMENT are for convenience only and shall not be used in construing the AGREEMENT.

21. Additional Documents.

Each PARTY agrees to make, execute, and deliver any and all documents and to join in any application or other action reasonably required to implement this AGREEMENT.

22. Notice.

Any and all communications and/or notices in connection with this AGREEMENT shall be emailed, or either hand-delivered or sent by United States first class mail, postage prepaid, and addressed as follows:

To: City of Folsom

Marcus Yasutake
Environmental and Water Resources Director
City of Folsom
Folsom, CA 95630
myasutake@folsom.ca.us

To: State Water Contractors

Eric Chapman
1121 L Street, Suite 1050
Sacramento, CA 95814-3944
echapman@swc.org

To: BUYERS

See **Appendix A** attached hereto for list of names and addresses of BUYERS. The PARTIES may change the foregoing addresses by providing written notice in compliance with this section.

*23. **BUYERS' Liability.***

BUYERS, and each of them, shall be jointly and severally liable for complying with the obligations, liabilities, terms, and conditions of this AGREEMENT, including, without limitation, the obligations set forth in Sections 5 and 7.

24. *Counterparts; Facsimile Execution.*

This AGREEMENT may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon, provided such signature page is attached to any other counterpart identical thereto except for having an additional signature page executed by any other PARTY. Each PARTY agrees that each other PARTY may rely upon the facsimile signature of any PARTY on this AGREEMENT as constituting a duly authorized, irrevocable, actual, current delivery of this AGREEMENT as fully as if this AGREEMENT contained the original ink signature of the PARTY supplying a facsimile signature.

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

CITY OF FOLSOM, A Municipal Corporation

Approved as to form:

_____ _____

Elaine Andersen, City Manager Steven Wang, City Attorney

Attest: Approved as to content:

_____ _____

Christa Freemantle, City Clerk Marcus Yasutake
Environmental & Water Resources
Director

DUDLEY RIDGE WATER DISTRICT

By_____ Dated:_____

Title:_____

KERN COUNTY WATER AGENCY

By_____ Dated:_____

Title:_____

COUNTY OF KINGS

By_____ Dated:_____

Title:_____

TULARE LAKE BASIN WATER STORAGE DISTRICT

By_____ Dated:_____

Title:_____

PALMDALE WATER DISTRICT

By_____ Dated:_____

Title:_____

ALAMEDA COUNTY WATER AGENCY

By_____ Dated:_____

Title:_____

Appendix A

BUYER LIST
Buyers' Addresses

To: Dudley Ridge Water District

Rick Besecker
Provost & Pritchard Engineering Group, Inc.
286 W. Cromwell Avenue
Fresno, CA 93711-6162
rbesecker@ppeng.com

To: Kern County Water Agency

Lauren Bauer
P. O. Box 58
Bakersfield, CA 93302
lbauer@kcwa.com

To: County of Kings

To: Tulare Lake Basin Water Storage District

Jacob Westra

To: Palmdale Water District

Peter Thompson

To: Alameda County Water Agency

Thomas Nieser

ATTACHMENT 4

Recording Requested By And
When Recorded Mail To:

City of Folsom
50 Natoma Street
Folsom, CA 95630
Attn: City Clerk

Official Document, exempt from Recording
Fees pursuant to Gov't Code §§ 6103 & 27383

(This Space for Recorder's Use Only)

AGREEMENT CONCERNING 2020 WATER TRANSFER BETWEEN THE CITY OF FOLSOM AND CERTAIN LANDOWNERS IN THE FOLSOM PLAN AREA

This agreement is made effective June __, 2020 among the City of Folsom, a charter city (the "City"), and the landowners listed in the signature blocks to this Agreement as "Participating Landowners" (each a "Participating Landowner," and collectively the "Participating Landowners"). For purposes of this Agreement, the City and the Participating Landowners are individually called a "Party" and collectively, the "Parties."

RECITALS

This Agreement is based on the following recitals, on which the Parties agree:

A. Effective December 11, 2012, the Parties executed a Water Supply And Facilities Financing Plan And Agreement Between The City Of Folsom And Certain Landowners In The Folsom Plan Area (the "Water Supply Agreement").

B. The Water Supply Agreement's section 2 states: "The City will make up to 5,600 acre-feet of FPA Water Supply available to the Participating Landowners by: (a) shifting from the East Area to the FPA the 5,000 acre-feet of pre-1914 water rights water supplies assigned to the City under the GSWC Agreement; and (b) making available 600 acre-feet of water made available by the Water Systems Optimization Review Program. The City hereby represents that the City has the right to assign the use of the 5,000 acre-feet of pre-1914 water rights water under the GSWC Agreement from the East Area to the FPA."

C. The Water Supply Agreement's section 3(d) states, in relevant part: "If the City sells or leases any portion of the surplus water supply under the GSWC Agreement, the City will credit the revenues received from such sales or leases against the amount owing from the Participating Landowners for the costs of such water supplies."

D. Due to the fact that the Folsom Plan Area ("FPA") will build out over many years, the full FPA Water Supply currently is not being used within the FPA and the Participating Landowners requested that the City seek to transfer up to 5,000 acre-feet of the FPA Water Supply in 2020 to defray the Participating Landowners' financial obligations under the Water Supply Agreement. The City accordingly is seeking to implement such a water transfer in 2020.

E. The City is a party to an Agreement Between The City Of Folsom And Aerojet-General Corporation With Respect To Water Service, dated as of June 29, 2007 (the "2007 Aerojet Agreement"). Under the 2007 Aerojet Agreement, Aerojet-General Corporation ("Aerojet") agreed to accept remediated groundwater pumped from, and treated on, Aerojet's property as a water supply to substitute for a raw-water supply of 5,000,000 gallons per day that the City previously provided Aerojet from the American River. The City's deliveries of raw American River water reached a maximum of 3,897 acre-feet in 2008. Pursuant to the 2007 Aerojet Agreement, the City ended delivery of raw American River to Aerojet in October 2016, so the American River water supplies available to the City increased significantly at that time. This increment of American River water supplies made available to the City as a result of the 2007 Aerojet Agreement is referenced in this Agreement as the "Aerojet Water."

F. In seeking to implement the 2020 water transfer requested by the Participating Landowners, the City has determined that inclusion of Aerojet Water as part of the water to be transferred is likely to facilitate the transfer's implementation.

G. The City and the Participating Landowners mutually desire to facilitate a 2020 water transfer by the City and therefore seek to clarify the relationship of the Aerojet Water to the Water Supply Agreement generally and the FPA Water Supply specifically.

THEREFORE, the Parties agree as follows:

1. **Aerojet Water Not Part Of FPA Water Supply.** The City's inclusion of some or all of the Aerojet Water available to the City in 2020 in the water the City is seeking to transfer in 2020 will not result in any portion of the Aerojet Water being included in the FPA Water Supply under the Water Supply Agreement. Following the completion of any 2020 water transfer that includes any portion of the Aerojet Water, the City shall retain full and sole discretion to determine how the Aerojet Water, and any part of it, may be used.

2. **Aerojet Water Not Required For FPA Development.** The Parties mutually represent and understand that the inclusion of the Aerojet Water in the water that the City is seeking to transfer in 2020 does not indicate that any portion of the Aerojet Water is necessary for the development of the FPA under the City's Measure W or any other applicable law, regulation or policy.

3. **No Amendment Of Water Supply Agreement.** This Agreement does not amend or modify the Parties' rights and obligations under the Water Supply Agreement, but instead only clarifies the relationship of the City's potential 2020 transfer of Aerojet Water to the FPA, the FPA Water Supply and the Water Supply Agreement. In particular, under the Water Supply Agreement's Section 19(c), each Participating Landowner's rights and obligations under the Water Supply Agreement terminate as to completed commercial developments or residential units upon issuance of a final inspection or certificate of occupancy that permits the sale of one or more residential units or commercial units to the general public or connection of the residential unit(s) or commercial building(s) to the City's water supply system (such an issuance is referenced in this Agreement as a "Final Issuance"). Consistent with the Water Supply Agreement, upon a Final Issuance, this Agreement will terminate as to the relevant residential or commercial unit(s) and the

owners and occupants of those units will have the rights and obligations of customers of the City's water system within the FPA.

4. Incorporation Of Defined Terms. This Agreement incorporates terms defined in the Water Supply Agreement and the Water Supply Agreement's definitions of those terms controls their definition in this Agreement.

5. Survival Of Agreement. The Parties' rights and obligations under this Agreement shall survive the completion of any water transfer by the City in 2020.

6. Successors And Assigns. The conditions and covenants set forth in this Agreement and incorporated herein will run with the Participating Landowner Properties against which this Agreement is recorded, and the benefits and burdens shall bind and inure to the benefit of the Parties. The legal descriptions of the Participating Landowner Properties are contained in the attached Exhibit A. The Parties acknowledge that the legal descriptions attached as Exhibit A may not include all parcels controlled by the Participating Landowners as of the date of this Agreement's execution, but this Agreement is intended to, and does, bind the Participating Landowners as to each parcel within the FPA owned and controlled by the Participating Landowners until the Water Supply Agreement terminates as to each of those parcels pursuant to the terms of this Section 6, and under the Water Supply Agreement's Section 19(c). The Parties further acknowledge that the covenants herein are made by the Participating Landowners pursuant to a common plan for the financing of the FPA Water Supply and that these covenants shall serve as equitable servitudes that benefit and are binding on the Participating Landowner Properties and all subsequent purchasers and encumbrancers thereof until terminated pursuant to the terms of this Section 6 and Section 19(c) of the Water Supply Agreement.

7. Entire Agreement. Other than as to the incorporation of defined terms from the Water Supply Agreement, this Agreement represents the sole, final, complete, exclusive and integrated expression and statement of the terms of agreement among the Parties concerning the subject matter of this Agreement. No modification of this Agreement will be effective unless and until such modification is evidenced by a writing signed by the Parties. There are no written or oral agreements, conditions, representations, warranties or promises with respect to the subject matter of this Agreement except those contained in or referred to in this document.

8. Governing Law and Venue. This Agreement will be governed by and construed in accordance with the laws of the State of California. The state superior or federal district court located in Sacramento County will be the venue for any litigation concerning the enforcement or construction of this Agreement.

9. Interpretation. The City and each of the Participating Landowners have had a full and fair opportunity to consult with their respective legal counsel in the negotiation and execution of this Agreement. For purposes of interpretation of this Agreement, no Party will be deemed to have been its drafter.

10. Notices. Any notice, demand, or request made in connection with this Agreement will be in writing and will be deemed to have been duly given on the date of service, if: (a) served personally on the Party to whom notice is to be given; (b) sent by

electronic mail, and the recipient acknowledges receipt to the sender; or (c) on the third day after mailing, if mailed to the Party to whom notice is to be given by first-class United States mail, postage-prepaid and properly addressed to the following designated representatives of the City and the Participating Landowners.

If to the City:

Elaine Andersen, City Manager
City of Folsom
50 Natoma Street
Folsom, CA 95630
Telephone: (916-461-6010
E-mail: eandersen@folsom.ca.us

If to the Participating Landowners:

See list of designated representatives and addresses for notice to each Participating Landowner stated with each of their signature blocks.

Any Party may change its designated representative or contact information for receipt of notice upon delivery of a written notice of such changes to the other Parties in accordance with this section. No notice sent by the City to a Participating Landowner will be deemed invalid or be construed as a waiver of any right of the City under this Agreement if: (a) a change in that Participating Landowner's designated representative or contact information is received by the City after it has sent a notice under this section; (b) such Participating Landowner provides incorrect contact information to the City and fails to correct any such error before the City sends notice under this section; or (c) regardless of any defect in notice by the City, the Participating Landowner obtains or receives actual notice of any information or change contained in such defective notice.

11. Reasonable Cooperation. The Parties will reasonably cooperate with each other, including the execution of all necessary documents required to perform their respective obligations under this Agreement and to carry out the purpose and intent of this Agreement.

12. Counterparts. This Agreement may be executed in counterparts and facsimile or PDF signatures, each of which will be deemed an original, and all of which taken together will constitute one and the same Agreement.

13. Attorneys' Fees. If any Party initiates legal, administrative or other proceedings in any way related to this Agreement and the respective rights and duties thereunder of the Parties, then the prevailing party in any such proceeding (including an arbitration proceeding, if agreed to by the Parties) will be entitled to recover its attorneys' fees actually incurred and other costs (including expert and consultant fees and expenses, and costs and expenses of litigation) recoverable in such proceeding from the other Party in addition to any other relief that may be awarded. If the City Attorney and any deputy or assistant City Attorneys participate in any such proceedings, their fees will be calculated at the prevailing rate for private counsel.

The foregoing is hereby agreed to by the Parties as of the date first written above.

CITY OF FOLSOM:

Approved as to form:

_____ _____

Elaine Andersen, City Manager Steven Wang, City Attorney

Attest:

_____

Christa Freemantle, City Clerk

[Signatures of Participating Landowners
On Following Pages]

PARTICIPATING LANDOWNERS:
(Insert signature blocks)

EXHIBIT A

Legal Description of Participating Landowner Properties

ATTACHMENT 5