

LONG-TERM WATER SERVICE CONTRACT

Initial Study - Negative Declaration

Prepared for
Tuolumne Utilities District

September 2026



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Prepared for
Tuolumne Utilities District
18885 Nugget Blvd
Sonora, CA 95370

September 2026

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- B. US Bureau of Reclamation, Long-Term Water Service Contract, Draft NEPA Environmental Assessment
- C. AB 52 Tribal Consultation Outreach Letters

Acronyms and Other Abbreviations

Abbreviation	Definition
AB	Assembly Bill
AFY	Acre-feet per Year
CAL FIRE	California Department of Forestry and Fire Protection
CALTRANS	California Department of Transportation
CDFW	California Department of Fish and Wildlife
CEQA	California Environmental Quality Act
CO ₂	Carbon dioxide
CRR	Chicken Ranch Rancheria Tribe of Me-Wuk Indians
CVP	Central Valley Project
CVPIA	Central Valley Project Improvement Act
CPD	Community Protection District
EA	Environmental Assessment
EO	Executive Order
EMT	Emergency Medical Technicians
ESA	Environmental Science Associates
FPD	Fire Protection District
GHG	Greenhouse gas
GPM	gallons per minute
IS/ND	Initial Study/ Negative Declaration
MTCO _{2e}	Metric tons of carbon dioxide- equivalent greenhouse gas emissions
MCAB	Mountain Counties Air Basin
NAHC	California Native American Heritage Commission
NEPA	National Environmental Protection Act
PRC	Public Resources Code
RTP	Regional Transportation Plan
SB	State Bill
SR	State Routes
TCAPCD	Tuolumne County Air Pollution Control District
TCFD	Tuolumne County Fire Department
TCSO	Tuolumne County Sheriff's Office
TCTC	Tuolumne County Transportation Council
TUD	Tuolumne Utilities District
UCCE	University of California Cooperative Extension
USFWS	United States Fish and Wildlife Service
VMT	Vehicle miles traveled
WNA	Water Needs Assessment
WSC	Water Service Contract

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CHAPTER 1

Introduction

This initial study and proposed negative declaration (IS/ND) was prepared pursuant to Article 6, Section 15070 of the California Environmental Quality Act (CEQA) Guidelines. California Public Resources Code (PRC) Division 13, Section 21050 et seq. describes the CEQA process.

Tuolumne Utilities District (TUD), acting as the lead agency under CEQA, is proposing to approve a long-term water service contract (WSC) with the Bureau of Reclamation (Reclamation) for diversion of up to 6,000 acre-feet per year (AFY) of Central Valley Project (CVP) water from New Melones Reservoir for beneficial uses within TUD's service area (proposed Project), refer to **Appendix A, Draft Long-Term Water Service Contract**. TUD's water system is decentralized and the CVP water acquired through the long-term WSC would not be available for use throughout TUD's service area and instead would be used in only a portion of their water service area.

This initial study (IS) focuses on the environmental review of the proposed Project only, with the understanding that future phased capacity expansion may require subsequent or additional environmental review beyond what is described herein. Should TUD decide on future improvements to facilitate implementation of the water delivery anticipated in the long-term WSC, such activities may require separate or subsequent CEQA review.

Notably, adoption of the IS/ND does not approve the long-term WSC with Reclamation; that action rests with TUD's Board of Directors for its consideration, approval, and resolution. No ground-disturbing activities or associated development are proposed as part of the approval of this proposed Project. No change in existing land use would occur under the proposed Project.

1.1 Organization of the Document

This document is organized to assist the reader in understanding the potential impacts of the proposed Project on the environment and to fulfill CEQA requirements. The IS contains the following sections:

Chapter 1, *Introduction*, describes this document's purpose under CEQA, describes the public participation process, and summarizes the applicable regulatory requirements and CEQA lead agency contact information.

Chapter 2, *Project Description*, introduces the proposed Project, including Project background, needs, and objectives, and describes the proposed action. This section provides a detailed description of the proposed Project, its location and components, and the required entitlements anticipated for implementation of the proposed Project.

Chapter 3, *Initial Study*, presents the CEQA Initial Study Environmental Checklist and analyzes the potential environmental impacts of the proposed Project. The checklist identifies environmental issue areas that could be affected by the proposed Project and lists the determination of whether the Project's potential effects on those resources would be significant, less than significant with mitigation, less than significant, or no impact. The checklist also contains the rationale and support for each determination and describes mitigation measures that would avoid or reduce potentially significant impacts on the environment to less-than-significant levels.

Chapter 4, *Report Preparers*, presents a list of the individuals who have contributed to this IS/ND.

1.2 Purpose of the Initial Study

The purpose of the IS is to provide a basis for determining if a Project could have any potentially adverse effects on the environment and informs lead agencies on whether to prepare an environmental impact report (EIR), a mitigated negative declaration (MND), or a negative declaration (ND).

CEQA encourages lead agencies and applicants to modify their projects to avoid significant adverse impacts on the environment. It is anticipated that this CEQA document will form the basis for state review by California responsible agencies. Federal review under the National Environmental Policy Act (NEPA) is occurring concurrently with the CEQA process, Reclamation prepared an environmental assessment (EA) to satisfy its federal NEPA review responsibilities, which is referenced and incorporated into this IS. Refer to **Appendix B, NEPA EA**.

For more detail regarding agency uses of this IS, see Section 1.5, *Agency Use of this Document*.

Section 15063(d) of the CEQA Guidelines states the content requirements of an IS as follows:

An initial study shall contain in brief form:

- (1) A description of the project including the location of the project;
- (2) An identification of the environmental setting;
- (3) An identification of environmental effects by use of a checklist, matrix, or other method, provided that entries on a checklist or other form are briefly explained to indicate that there is some evidence to support the entries;
- (4) A discussion of the ways to mitigate the significant effects identified, if any;
- (5) An examination of whether the project would be consistent with existing zoning, plans, and other applicable land use controls;
- (6) The name of the person or persons who prepared or participated in the Initial Study.

1.3 Decision to Prepare a Negative Declaration for this Project

As noted above, this proposed Project is subject to the requirements of CEQA and TUD is the CEQA lead agency. Prior to deciding to approve a project, the lead agency must identify and document the potential significant environmental effects of the project in accordance with CEQA. This IS/ND has been prepared under the direction of TUD to fulfill these requirements.

The proposed Project is TUD's approval of the long-term WSC with Reclamation, with this understanding, an ND would satisfy the requirements of CEQA (PRC Section 21000 et seq.) and the CEQA Guidelines (California Code of Regulations, Title 14, Section 15000 et seq.), as noted below. Therefore, consistent with CEQA Guidelines Section 15070, an ND is the appropriate document for this Project because, the proposed Project is a discretionary action to approve the long-term WSC with Reclamation, and there is no substantial evidence as documented in this IS/ND that the Project, as proposed, may have a significant effects on the environment.

1.4 Public Review Process

The draft IS/ND is being circulated to state and local agencies, interested organizations, and individuals who might have had interest in, and wish to review and provide comments on, the project description, the proposed mitigation measures, or other aspects of the report. The 30-day public review period per CEQA Guidelines Section 15105(b) will take place from

SEPTEMBER 11, 2026 through OCTOBER 12, 2026.

This draft IS/ND and supporting documentation is posted on the TUD website during this public review period:

<https://tudwater.com/development-services/environmental-documents/>

Printed copies of the draft IS/ND and supporting documents are also available for review at:

Tuolumne Utilities District
18885 Nugget Blvd.
Sonora, CA 95370

Via written request for a paper copy or CD from TUD
(see contact information below)

Written comments regarding the draft IS/ND should be directed to the attention of Erik Johnson at the address provided below.

Erik Johnson
Tuolumne Utilities District
18885 Nugget Blvd.
Sonora, CA 95370

Phone: 209-532-5536
e-mail: ejohnson@tudwater.com

1.5 Agency Use of This Document

CEQA *responsible agencies* are state and local agencies that have some responsibility or authority for carrying out or approving a project. In many instances, these public agencies must make a discretionary decision to issue an approval or permit, provide a right-of-way or encroachment, or provide funding or other resources critical to the execution of a project. *Trustee agencies* are state agencies that have the authority by law for the protection of natural resources held in trust for the public. The Chicken Ranch Rancheria Tribe of Me-Wuk Indians (CRR) is one of two federally recognized California Native American tribes in the County and is a party to the agreement. Refer to **Appendix C, AB52 Tribal Outreach Letters**.

CHAPTER 2

Project Description

2.1 Introduction

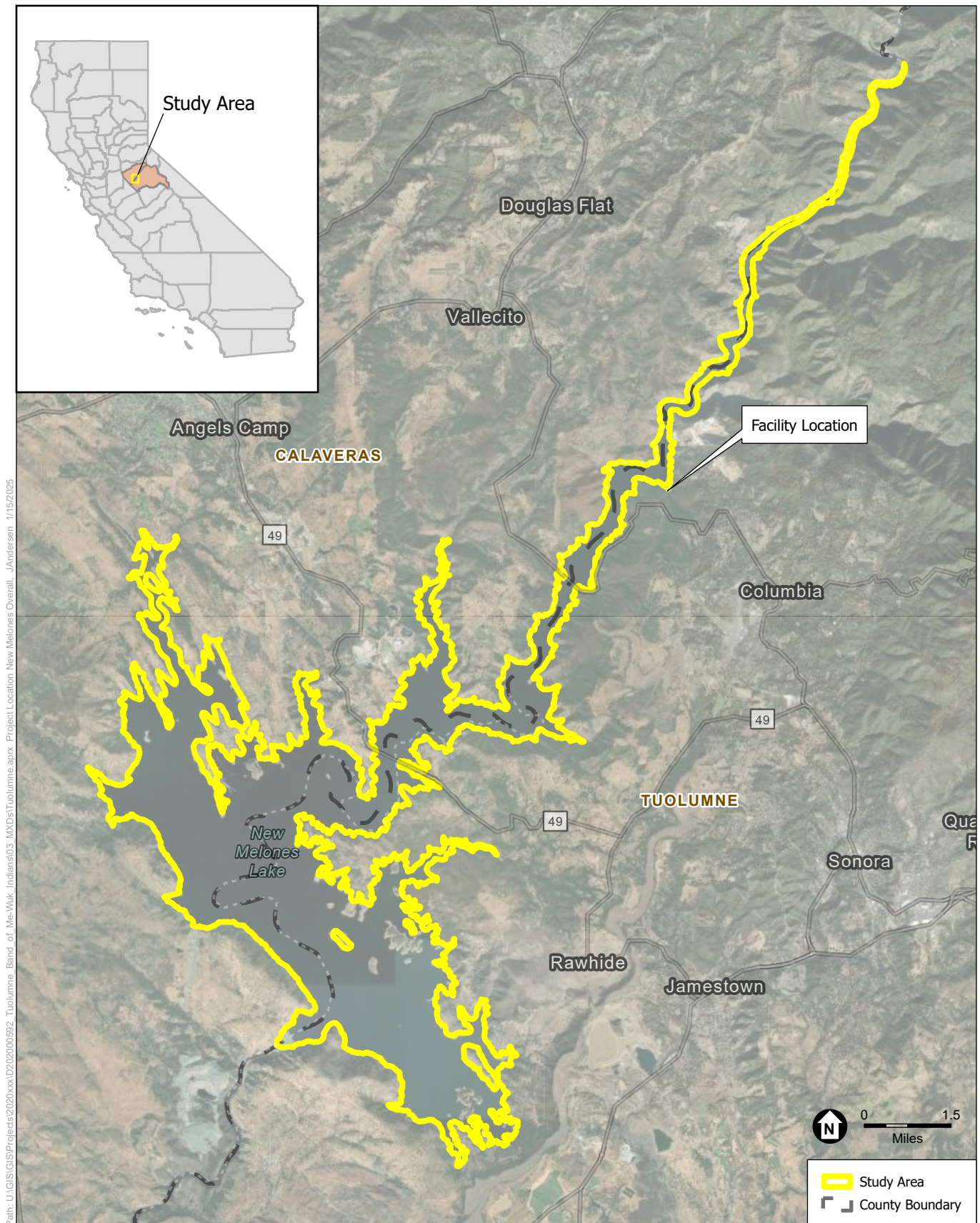
TUD provides water and wastewater services to approximately 44,000 customers in Tuolumne County, California. TUD serves the agricultural, residential, commercial, and industrial sectors of Tuolumne County including the CRR, a federally- recognized autonomous Native American Tribe of California. TUD is the largest single water provider in Tuolumne County, with approximately 14,000 water service connections. Untreated surface water is provided to approximately 580 services as water supply for several water systems who treat it for consumptive demands and for landscaping and agricultural uses. Treated water is provided to customers through a series of surface water treatment plants, wells, storage reservoirs, transmission and distribution pipelines throughout TUD's service area. The transferred water from New Melones Reservoir will augment TUD's other surface water diversions, providing additional water-related beneficial use of CVP water and improving water security for the TUD service area, including the CRR; will provide an emergency source of water in the event of wildfire or other natural disasters, and will accommodate projected demands by the CRR as well as the communities of Columbia, Jamestown, Sonora, and west Tuolumne County, as anticipated in the Tuolumne County General Plan.¹

TUD would distribute the CVP water for beneficial uses within its existing water service area (**Figure 1**).

2.2 Project Location and Setting

New Melones Reservoir is located between the historic mining towns of Sonora and Angels Camp on Highway 49, sixty miles upstream of the Stanislaus River from the confluence with the San Joaquin River (**Figure 1**). New Melones Reservoir is in Section 26, Township 2 North, Range 13 East, Mount Diablo Principal Meridian. The New Melones Reservoir is among oak woodlands in the Sierra Nevada foothills, sited at an elevation of 1,100 ft above sea level. The headwaters of the Stanislaus River originate in the alpine lakes above 9,000 feet above sea level east of the New Melones Reservoir, most of which are located in the Stanislaus National Forest. The reservoir has a capacity of 2.4-million-acre feet of water with 100 miles of shoreline, and a water surface area of 12,500 acres.

¹ Tuolumne County Community Resources Agency, 2018. 2018 Tuolumne County General Plan Volume I: General Plan Policy Document. August. Available Online: <https://www.tuolumnecounty.ca.gov/DocumentCenter/View/11266/Vol-I-Goals-Policies-Programs>.



Path: U:\GIS\GISProjects\2020\000\0202000592_Tuolumne_Band_of_Me-Wuk_Indians\03_MXD\03_Tuolumne.aprx Project Location New Melones Overall. JAndersen 1/15/2025

SOURCE: MAXAR, 2021; ESA, 2024

Tuolumne Utilities District

Figure 1
Project Location New Melones Overall

As described above, the Stanislaus River flows into New Melones Reservoir and with it the 6,000 AFY that is the subject of this proposed Project. Reclamation contracts with various water users for allocations of water from New Melones Reservoir. Contracts relevant to this proposed Project include the East Side Division contractors, SEWD and CSJWCD, which have access to this 6,000 AFY and other CVP water through their existing contracts with Reclamation. SEWD and CSJWCD divert their allocations of water at Goodwin Dam, which is approximately 8 miles below New Melones Dam.

TUD owns and operates a pumping facility comprised of two 350 hp submersible pumps located within New Melones Reservoir. The intake structure is located at an elevation of approximately 870 ft. Water is pumped from the lake up to a 53,000-gallon storage tank and then pumped again through three 500 hp vertical turbine pumps into a 3.5-mile pipeline that discharges into TUD's Matelot and San Diego Ditches. The pumping system has a rated capacity of 2,068 gallons per minute (gpm) with pumping redundancies. The Matelot Ditch supplies water to TUD's Columbia Water Treatment Plant as well as other agricultural demands. The San Diego Ditch flows through a portion of Columbia and Sonora before discharging into TUD's Table Mountain and Montezuma Ditches to serve agricultural demands in the Jamestown area and other areas of western Tuolumne County.

2.3 Project Purpose

The long-term WSC is necessary to facilitate deliveries of CVP water from New Melones Reservoir to meet water demand within TUD's existing service areas (**Figure 2**). Under this water service agreement, TUD will be entitled to use its CVP contract to divert up to 6,000 AFY of water for beneficial uses. It is not expected that TUD will divert all of this water on an annual basis; instead, it will be used to supplement supplies primarily in dry years. When this water is diverted by TUD, it will result in a commensurate reduction of allocations to SEWD and/or CSJWCD under their CVP contracts, in other words, Stanislaus River flows below Goodwin Dam will remain unchanged. As specified in the cost share agreement between TUD and CRR (January 2023), TUD will divert and put to use 2,500 AFY within its service area, while CRR will have access to divert 3,500 AFY for consumptive purposes, primarily agricultural, residential, and commercial uses within its federally recognized trust boundaries.² In the future, for CRR to divert and put their portion of the CVP water to use, new infrastructure, facilities and appurtenances would be required. However, the location, design, construction, and operation of this future new water supply infrastructure is not known at this time.

TUD's goals are to acquire and maintain a sustainable source of water for TUD operations serving the agricultural, residential, commercial, and industrial sectors of Tuolumne County, including the CRR. TUD has historically relied almost exclusively on the South Fork Stanislaus River for its water supply under a 1983 contract with Pacific Gas & Electric (PG&E) and currently holds limited non-CVP water rights that are not associated with the proposed Project. TUD's Strategic Plan, Goal 1, identifies the need to diversify the water supply portfolio and to "enhance and improve water security" as a high priority for Tuolumne County. The addition of CVP water from New Melones Reservoir will improve TUD's water supply portfolio and will provide additional water security to Tuolumne County.³ The long-term WSC

² CRR needs reliable water supply to meet project demand within its federally recognized trust boundaries, they cannot contract directly with Reclamation to access CVP water from New Melones and, at Reclamation's direction, entered this partnership with TUD.

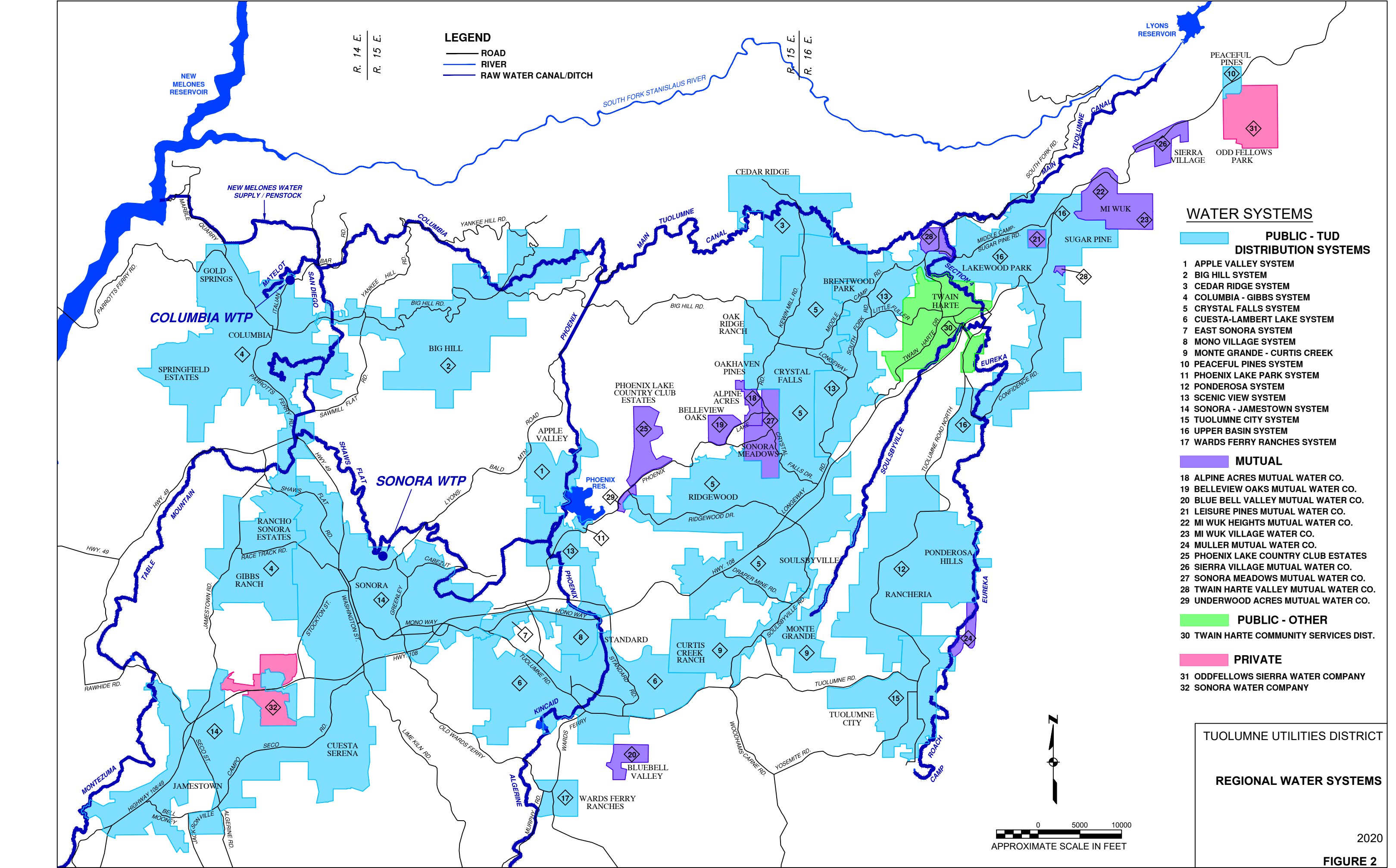
³ Tuolumne Utilities District, 2020. Resolution 21-20. June 23, 2020. Provided by TUD.

will also give TUD the ability to better manage its water supply portfolio and maintain water reserves in case of wildfire in Tuolumne County. The protection of TUD's watershed and water supply infrastructure is critically important due to the extreme risk of wildfire.⁴

2.4 Proposed Project

TUD serves the agricultural, residential, commercial, and industrial sectors of Tuolumne County including the CRR, a federally- recognized autonomous Native American Tribe of California. The proposed Project is the TUD Board of Directors' consideration and approval (a discretionary action) of a long-term water service contract with Reclamation that would allow TUD to: (1) facilitate delivery of CVP water to TUD and its existing service area including the CRR envisioned under the Tuolumne County General Plan (2040); and (2) increase dry-year water supply reliability in TUD's existing service area. The Project as proposed would support the long-term viability of TUD's mission to provide high-quality water to its customers and provide multiple inter-related benefits to TUD and its customers.

⁴ *ibid.*



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CHAPTER 3

Initial Study

Project Details

- 1. Project Title:** Long-Term Water Service Contract
- 2. Lead Agency Name and Address:** Tuolumne Utilities District
- 3. Contact Person and Phone Number:** Erik Johnson, (209) 532-5536,
EJohnson@tudwater.com
- 4. Project Location:** New Melones Reservoir and TUD customers,
Tuolumne County, California
- 5. Project Sponsor's Name and Address:** Tuolumne Utilities District, 18885 Nugget Blvd,
Sonora, CA 95370
- 6. General Plan Designation(s):** New Melones Reservoir is designated as Public Lands in the Tuolumne County General Plan. TUD customers are in a variety of residential, commercial, industrial, agricultural, and open space General Plan (GP) designations.
- 7. Zoning:** New Melones Reservoir is designated as a Public District in the Tuolumne County Zoning Code. TUD customers are in a variety of residential, commercial, industrial, agricultural, and open space zoning designations.

8. Description of Project:

The Tuolumne Utilities District is considering approval of a long-term water service contract (WSC; Appendix A) from the Bureau of Reclamation (Reclamation) for diversion of up to 6,000 AFY of Central Valley Project (CVP) water from New Melones Reservoir for beneficial uses within TUD's service area. See Chapter 2 for a detailed description of the proposed Project.

9. Surrounding Land Uses and Setting

New Melones Reservoir is located between the historic mining towns of Sonora and Angels Camp in Tuolumne County, California. The Project site is in Section 26, Township 2 North, Range 13 East, Mount Diablo Principal Meridian. Existing uses of the New Melones Reservoir and surrounding areas include recreational uses, e.g., camping, hiking, biking and horse-riding, boating, and water sports. The New Melones Reservoir is surrounded by Stanislaus National Forest lands as well as the neighboring communities of Angels Camp to the north, Copperopolis to the west, and Columbia, Jamestown, and Sonora to the east.

10. Other Public Agencies Whose Approval May Be Required

Reclamation is the federal agency with the authority to approve any new contracts for water resource Projects regulated by the Central Valley Project Improvement Act (CVPIA; Title 34 Pub. L. 102-575) of 1992. Reclamation also owns and operates New Melones Reservoir.

11. Have California Native American tribes traditionally and culturally affiliated with the project area requested consultation pursuant to Public Resources Code section 21080.3.1? If so, has consultation begun?

CEQA (Pub. Resources Code Section 21074.2) requires the lead agency to consider the effects of a project on tribal cultural resources. As defined in Section 21074, tribal cultural resources are sites, features, places, cultural landscapes, sacred places, and objects with cultural value to a California Native American Tribe that are listed or determined to be eligible for listing in the national, state, or local register of historical resources. Tribes that have requested consultation according to the provisions of PRC Section 21080.3.1(b) include the Tuolumne Band of Me-wuk Indians and the Chicken Ranch Rancheria of Me-wuk Indians. The Chicken Ranch Rancheria of Me-wuk Indians is one of two federally recognized California Native American tribes in the County and is, by subcontract, party to TUD's agreement with Reclamation. On October 21, 2024, TUD sent letters via certified mail to the two tribal representatives of the Tuolumne Band of Me-wuk Indians and Chicken Ranch Rancheria of Me-wuk Indians. These letters included information about the Project and offered the opportunity to consult with TUD on the Project as per AB 52. Refer to Appendix C. To date, TUD has not received any comments or questions as of the close of the 30-day notification period required by PRC Section 21080.3.1(d).

Environmental Factors Potentially Affected

None of the environmental factors below would be potentially affected by this Project as indicated by the checklist on the following pages.

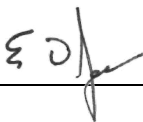
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|--|---|---|
| ☐ Aesthetics | ☐ Agriculture and Forestry Resources | ☐ Air Quality |
| ☐ Biological Resources | ☐ Cultural Resources | ☐ Energy |
| ☐ Geology/Soils | ☐ Greenhouse Gas Emissions | ☐ Hazards & Hazardous Materials |
| ☐ Hydrology/Water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

DETERMINATION: (To be completed by the Lead Agency)

On the basis of this initial study:

- ☒ I find that the proposed Project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
- ☐ I find that although the proposed Project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the Project have been made by or agreed to by the Project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.
- ☐ I find that the proposed Project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
- ☐ I find that the proposed Project MAY have a “potentially significant impact” or “potentially significant unless mitigated” impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.
- ☐ I find that although the proposed Project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed Project, nothing further is required.

Signature



9/8/2026

Date

Erik Johson, District Engineer
Name

Tuolumne Utilities District
Lead Agency

Environmental Checklist

3.1 Aesthetics

<i>Issues (and Supporting Information Sources):</i>	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporated</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
I. AESTHETICS — Except as provided in Public Resources Code Section 21099, would the Project:				
a) Have a substantial adverse effect on a scenic vista?	☐	☐	☐	☒
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	☐	☐	☐	☒
c) In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the Project is in an urbanized area, would the Project conflict with applicable zoning and other regulations governing scenic quality?	☐	☐	☐	☒
d) Create a new source of substantial light or glare which would adversely affect daytime or nighttime views in the area?	☐	☐	☐	☒

3.1.1 Discussion

- a, b, c) The proposed Project is a discretionary action to approve and enter into a long-term WSC to reallocate CVP water from the New Melones Reservoir at an existing diversion and put the water to use in TUD's existing service area. State Route (SR) 49 runs along and over the New Melones Reservoir via the Stevenot Bridge and is designated as an eligible scenic highway by the California Department of Transportation (CalTrans 2026). However, the proposed Project does not have any physical facilities and appurtenances that would require any construction, installation, operation, or maintenance of new structures or equipment that could affect scenic vistas, such as trees, rock outcroppings, streams or historic buildings within a state scenic highway. Given that the proposed Project does not have any physical components, i.e. buildings, storage tanks, pump stations, water treatment facilities, etc., the proposed Project would not substantially damage any scenic resources, nor would the proposed Project conflict with the quality of public views of sites in the area. Therefore, there would be **no impact** on any scenic resources or visual character.
- d) As discussed above, the proposed Project is a discretionary action and does not have any physical components that would require construction, operation, or maintenance that would require any new or additional lighting. The proposed Project therefore would not create a new source of light or glare that would adversely affect daytime or nighttime views in the area. There would be **no impact**.

3.1.2 References

CalTrans. 2026. California State Scenic Highway System Map. Available Online:
<https://caltrans.maps.arcgis.com/apps/webappviewer/index.html?id=465dfd3d807c46cc8e8057116f1aaca>. Accessed July 2026.

3.2 Agriculture and Forestry Resources

<i>Issues (and Supporting Information Sources):</i>	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporated</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
II. AGRICULTURE AND FORESTRY RESOURCES — In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment Project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board. Would the Project:				
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	☐	☐	☐	☒
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?	☐	☐	☐	☒
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?	☐	☐	☐	☒
d) Result in the loss of forest land or conversion of forest land to non-forest use?	☐	☐	☐	☒
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?	☐	☐	☐	☒

3.2.1 Discussion

- a, b) Tuolumne County contains lands zoned for agricultural and forestry uses (Tuolumne County 2018), however the proposed Project does not have any physical components, nor would the project alter existing land uses. The proposed Project is for the discretionary approval of a long-term WSC and therefore would not conflict with any existing zoning. Therefore, the proposed Project would not convert any existing farmland or agricultural land to non-agricultural uses. As the proposed Project solely concerns whether TUD would enter into a long-term WSC with Reclamation, there would be no adverse effects to agricultural land and no conflict with existing zoning or Williamson Act contracts. There would be **no impact**.
- c, d) The proposed Project does not have any physical components and therefore would not convert any existing forest land or timberland to non-forest uses, nor would the proposed Project conflict with any existing forest zoning through any land use changes. Therefore, there would be **no impact** on forest land or timberland.
- e) The proposed Project would not convert any existing agriculture or non-agricultural use, and would not convert forest land to a non-forest use, given that the proposed Project is a discretionary action to approve a long-term WSC and no zoning changes would be required, there would be **no impact** on existing zoning in the area.

3.2.2 References

Tuolumne County. 2018. Draft Environmental Impact Report Tuolumne County General Plan Update. Available Online: <https://www.tuolumnecounty.ca.gov/889/General-Plan-Update>. Accessed July 2026.

3.3 Air Quality

<i>Issues (and Supporting Information Sources):</i>	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporated</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
III. AIR QUALITY —				
Where available, the significance criteria established by the applicable air quality management district or air pollution control district may be relied upon to make the following determinations. Would the Project:				
a) Conflict with or obstruct implementation of the applicable air quality plan?	☐	☐	☐	☒
b) Result in a cumulatively considerable net increase of any criteria pollutant for which the Project region is non-attainment under an applicable federal or state ambient air quality standard?	☐	☐	☐	☒
c) Expose sensitive receptors to substantial pollutant concentrations?	☐	☐	☐	☒
d) Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?	☐	☐	☐	☒

3.3.1 Discussion

- a) The proposed Project is in Tuolumne County, which is part of the Mountain Counties Air Basin (MCAB), along with Amador, Calaveras, El Dorado (western), Mariposa, Nevada, Placer (central), Sierra, and Plumas counties. The general climate of the MCAB varies considerably with elevation and proximity to mountain peaks. The terrain features of the MCAB make it possible for various climates to exist within the general area. The proposed Project is also located in the Tuolumne County Air Pollution Control District (TCAPCD). The TCAPCD is responsible for implementing emissions standards and other requirements of federal and state laws regarding most types of stationary emission sources. The TCAPCD has also set emissions thresholds for certain pollutants for the purposes of CEQA (Tuolumne County 2018).

The proposed Project is a discretionary action to approve a long-term WSC and would not include any development or land use changes. Therefore, the proposed Project would have no effect on any applicable air quality plans. There would be **no impact**.

- b) The MCAB currently violates the state ozone standard due to transport (i.e., air migration across air district lines) from the Sacramento Valley, the San Joaquin Valley, and the San Francisco Bay Area. The region is in attainment for the federal 1-hour standard, except for the western portions of El Dorado and Placer counties, which are part of the Sacramento federal nonattainment area. The Tuolumne County portion of the MCAB is a nonattainment area for the state standards for ozone and is unclassified or in attainment for the federal standards for ozone and for the federal and state standards for carbon monoxide, nitrogen dioxide, sulfur dioxide, particulate matter 10 micrometers or less, particulate matter 2.5 micrometers or less, and lead (Tuolumne County 2018).

As discussed above, the proposed Project is a discretionary action that does not require any development nor any change in existing land uses. Therefore, the proposed Project would not result in a cumulatively considerable net increase of any criteria pollutant for which the Project region is in non-attainment for under an applicable federal or state ambient air quality standard.

The proposed Project would also not conflict with any applicable air quality plans. There would be **no impact**.

- c, d) The proposed Project would not require the construction, operation, or maintenance of any physical components, nor would the proposed Project result in the change of an existing land use. Therefore, the proposed Project would not expose any sensitive receptors to substantial pollutant concentrations, nor would the proposed Project result in any other emissions such as odors to significant amounts of people. There would be **no impact**.

3.3.2 References

Tuolumne County. 2018. Draft Environmental Impact Report Tuolumne County General Plan Update. Available Online: <https://www.tuolumnecounty.ca.gov/889/General-Plan-Update>. Accessed July 2026.

3.4 Biological Resources

<i>Issues (and Supporting Information Sources):</i>	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporated</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
IV. BIOLOGICAL RESOURCES — Would the Project:				
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?	☐	☐	☐	☒
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	☐	☐	☐	☒
c) Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	☐	☐	☐	☒
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	☐	☐	☐	☒
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	☐	☐	☐	☒
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	☐	☐	☐	☒

3.4.1 Discussion

- a) Tuolumne County is home to several species protected by federal and state agencies. Important animal species can be found in a variety of habitats in the County. There are 177 special-status species known or with potential to occur within Tuolumne County, 42 of which are special-status animal species and the remaining 135 being plant species (Tuolumne County 2018). The proposed Project is a discretionary action that does not require the construction, operation, or maintenance of any physical components, or the conversion of any land uses.

However, as proposed, the Project will result in the diversion of water from New Melones Reservoir that would normally be diverted out of the Stanislaus River at Goodwin Dam by SEWD and/or CSJWCD pursuant to their CVP contracts with Reclamation. Thus, the only portion of the Stanislaus River that would be effected by the proposed Project is the 8-mile reach of the Stanislaus River between New Melones Dam and Goodwin Dam (which includes Tulloch Dam and Reservoir).

Goodwin Dam is the upstream extent of anadromy for fish in the Stanislaus River (NMFS 2014). The Goodwin Dam prevents upstream passage and there is no fish passage around the dam to support upstream fisheries between Goodwin Dam and New Melones Dam. Hydrologic modeling

performed for the proposed Project (included in Appendix A of the NEPA EA prepared by Reclamation) demonstrates that the Project, as proposed would result in a negligible change (a decrease of 1 percent in dry years caused by the minor changes in New Melones Reservoir storage and releases) in Stanislaus River flow below New Melones Reservoir. The proposed Project would only result in negligible changes in Stanislaus River flows below Goodwin Dam, at the confluence of the San Joaquin River, and at the San Joaquin River at Vernalis.

Accordingly, the proposed Project would not modify existing habitats and have no direct substantial or adverse effects on any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife (CDFW) or U.S. Fish and Wildlife Service (USFWS). There would be **no impact**.

- b, c) Sensitive habitats in Tuolumne County consist of wetlands and other aquatic habitats (vernal pools, freshwater emergent wetland, freshwater forested/shrub wetland, freshwater pond, lakes, riverine, and wet meadow). Other sensitive habitats in the County include valley oak woodland, valley foothill riparian, montane riparian forest, aspen forest, and California buckeye groves (Tuolumne County 2018). The proposed Project is a discretionary action that would not require the construction, operation, or maintenance of any physical components that could substantially or adversely affect any sensitive habitats, including riparian habitat or state or federally protected wetlands. The proposed Project would also not result in any land use changes that would result in the conversion of any sensitive habitats. There would be **no impact**.
- d) Wildlife movement corridors, or habitat linkages, are generally defined as connections between habitat patches that allow for physical and genetic exchange between otherwise isolated animal populations. Such linkages may serve a local purpose, such as providing a linkage between foraging and denning areas, or they may be regional in nature. Some habitat linkages may serve as migration corridors, wherein animals periodically move away from an area and then subsequently return. Others may be important as movement routes for dispersing animals. A group of habitat linkages in an area can form a wildlife corridor network.

Direct impacts to wildlife include incremental fragmentation of the landscape, disturbance from increased noise and human presence, as well as increased trash, which may attract predators and discourage wildlife use of surrounding natural habitat. Indirect impacts include invasion of natural habitats by non-native species and increased presence of humans and domestic animals over the long-term. The proposed Project is a discretionary action for the approval of a long-term WSC and does not require construction, operation, or maintenance of a physical component including development or land use changes. As discussed in item a, above Goodwin Dam is the upstream limit of anadromy and limits upstream passage of migratory fisheries. With implementation of the proposed Project there would be no changes or modifications to fisheries below Goodwin Dam. Accordingly, the proposed Project would not result in any land use changes and would not affect the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors. There would be **no impact**.

- e) Tuolumne County Ordinance Code Chapter 9.24 (Premature Removal of Native Oak Trees) specifies penalties and mitigation requirements for actions that remove native oak trees from a project site up to five years prior to the submittal of a land development application with the County (Tuolumne County 2008). The proposed Project is a discretionary action that includes the approval of a long-term WSC. The proposed Project does not have a physical component that would conflict with any local adopted policies or ordinances protecting biological resources. The proposed Project would therefore not remove native oak trees. There would be **no impact**.
- f) No Habitat Conservation Plan, Natural Community Conservation Plan, or other local, regional, or state habitat conservation plan has been adopted or approved in Tuolumne County. There would therefore be **no impact**.

3.4.2 References

Tuolumne County. 2008. Ordinance Code Chapter 9.24, Premature Removal of Oak Trees. Available Online: https://www.tuolumnecounty.ca.gov/DocumentCenter/View/224/TCOC_Chapter_924?bidId=. Accessed July 2026.

Tuolumne County. 2018. Draft Environmental Impact Report Tuolumne County General Plan Update. Available Online: <https://www.tuolumnecounty.ca.gov/889/General-Plan-Update>. Accessed July 2026.

3.5 Cultural Resources

<i>Issues (and Supporting Information Sources):</i>	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporated</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
V. CULTURAL RESOURCES — Would the Project:				
a) Cause a substantial adverse change in the significance of a historical resource pursuant to §15064.5?	☐	☐	☐	☒
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?	☐	☐	☐	☒
c) Disturb any human remains, including those interred outside of dedicated cemeteries?	☐	☐	☐	☒

3.5.1 Discussion

- a, b) In Tuolumne County, the communities of Columbia, Groveland, Jamestown, and Tuolumne are known areas of cultural resources sensitivity and known historical resources. Archaeological resources in Tuolumne County have been found along waterways, alluvial flats, and inland valleys (Tuolumne County 2018). New Melones Reservoir is located between the historic mining towns of Sonora and Angels Camp on Highway 49, sixty miles upstream of the Stanislaus River from the confluence of the San Joaquin River, which is in proximity to these areas of cultural sensitivity and areas of known historical resources. However, the proposed Project is a discretionary action for the approval of a long-term WSC and does not require construction, operation, or maintenance of a physical component including development or land use changes. No ground-disturbing activities or associated development are proposed as part of the approval of this proposed Project; therefore, the proposed Project would not result in any substantial adverse change in the significance of a historical or archaeological resource pursuant to §15064.5. There would be **no impact**.
- c) The location of grave sites and Native American remains can occur outside of dedicated cemeteries or burial sites. Ground-disturbing construction activities could uncover previously unknown human remains, which could be archaeologically or culturally significant. California law recognizes the need to protect Native American human burials, skeletal remains, and items associated with Native American burials from vandalism and inadvertent destruction. The procedures for the treatment of Native American human remains are contained in Health and Safety Code Sections 7050.5 and 7052 and Public Resources Code Section 5097.98. Given that the proposed Project has no physical components requiring excavation or other ground disturbing activities that could potentially disturb unknown and interred human remains, there would be **no impact**.

3.5.2 References

Tuolumne County. 2018. Draft Environmental Impact Report Tuolumne County General Plan Update. Available Online: <https://www.tuolumnecounty.ca.gov/889/General-Plan-Update>. Accessed July 2026.

3.6 Energy

<i>Issues (and Supporting Information Sources):</i>	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporated</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
VI. ENERGY — Would the Project:				
a) Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during Project construction or operation?	☐	☐	☐	☒
b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?	☐	☐	☐	☒

3.6.1 Discussion

- a) The proposed Project consists of the TUD approval of a long-term WSC for the diversion of up to 6,000 AFY of CVP water from New Melones Reservoir for beneficial uses within TUD's service area. The proposed Project does not have any physical components that would require construction or operation and would therefore not result in wasteful, inefficient, or unnecessary consumption of energy resources. There would be **no impact**.
- b) Relevant adopted climate or energy plans include the Tuolumne County Climate Action Plan (Tuolumne County 2022), among other state and local plans (Tuolumne County 2018). The proposed Project is a discretionary action for a long-term WSC and would therefore have no effect on any applicable climate or energy plans, nor does it include any physical facilities, components or appurtenances that would require compliance with a state or local plan for renewable energy or energy efficiency. There would be **no impact**.

3.6.2 References

Tuolumne County. 2018. Draft Environmental Impact Report Tuolumne County General Plan Update. Available Online: <https://www.tuolumnecounty.ca.gov/889/General-Plan-Update>. Accessed July 2026.

Tuolumne County. 2022. Climate Action Plan. Available Online: <https://www.tuolumnecounty.ca.gov/179/Planning#docaccess-e310e79f9355322ce749aca6dc9d2099e67ef28a87b922335f963ef1198bd169>. Accessed July 2026.

3.7 Geology and Soils

<i>Issues (and Supporting Information Sources):</i>	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporated</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
VII. GEOLOGY AND SOILS — Would the Project:				
a) Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:				
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.	☐	☐	☐	☒
ii) Strong seismic ground shaking?	☐	☐	☐	☒
iii) Seismic-related ground failure, including liquefaction?	☐	☐	☐	☒
iv) Landslides?	☐	☐	☐	☒
b) Result in substantial soil erosion or the loss of topsoil?	☐	☐	☐	☒
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the Project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse?	☐	☐	☐	☒
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?	☐	☐	☐	☒
e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of waste water?	☐	☐	☐	☒
f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	☐	☐	☐	☒

3.7.1 Discussion

a.i- iv) California contains several significant, active faults, and is highly susceptible to earthquakes, and therefore is predisposed to earthquake hazards. California has addressed these hazards to public safety and property through identification and regulations. Zones of required investigation for possible earthquake faulting, landslides, and liquefaction are delineated and distributed to cities, counties, and state construction agencies to help identify where higher building standards may be necessary for safe development. Seismic hazards resulting from earthquakes include ground rupture along a fault line, also called surface rupture, ground shaking, liquefaction, subsidence, and mass wasting.

Tuolumne County is located approximately 12 miles east of the Foothills fault system. The Foothills fault system is a complex, braided system of individual fault segments that extends for approximately 200 miles from Mariposa in the south to Lake Almanor in the north. There are two primary fault zones within the Foothills fault system: the Melones fault zone along the east side

of the system and the Bear Mountain fault zone on the west. The Melones fault zone is classified as “active” (has demonstrated displacement within the last 100,000 years). The Bear Mountain fault zone is classified as “indeterminable active” (definitive evidence has not been established locally concerning its activity within the last 100,000 years) (Tuolumne County 2018).

The proposed Project is a discretionary action for a long-term WSC and does not involve the construction of any structures. No ground-disturbing activities or associated development are proposed as part of the approval of this proposed Project. Therefore, the Project, as proposed would not directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving seismic hazards such as the rupture of a known earthquake fault, strong seismic ground shaking, seismic-related ground failure, or landslides. There would be **no impact**.

- b, c d) Given that the proposed Project is a discretionary action, no ground-disturbing activities or associated development is proposed as part of the approval of the long-term WSC. Therefore, there would **no impact** relating to unstable soil or geologic units, soil erosion, or expansive soils.
- e) The proposed Project is a discretionary action that does not have any physical structures, including commercial or residential developments that would require the construction of septic tanks or alternative wastewater disposal systems. There would be **no impact**.
- f) Significant nonrenewable vertebrate and invertebrate fossils and unique geologic units have been documented throughout California. The fossil yielding potential of a particular area is highly dependent on the geologic age and origin of the underlying rocks. Paleontological potential refers to the likelihood that a rock unit will yield a unique or significant paleontological resource. All sedimentary rocks, some volcanic rocks, and some low-grade metamorphic rocks have potential to yield significant paleontological resources. Tuolumne County is located primarily within the Sierra Nevada geomorphic province, with an extremely small portion (less than 10 percent) of the western boundary creeping into the Great Valley province. Based on geologic mapping, the majority of the County, especially in the Sierra Nevada Mountains, is underlain by granitic and volcanic rocks which are generally not fossil-bearing.

The majority of the Tuolumne County is not considered sensitive for paleontological resources. Paleozoic marine rocks occur in the western portion of the County and may contain fossils of marine invertebrates. A pocket of Plio-Pleistocene and Pliocene loose consolidated deposits also occurs along State Route 108 to southwest of Jamestown and northwest of Chinese Camp. This area may contain evidence of Pleistocene-era large mammals. Projects involving excavation, grading, or soil removal in previously undisturbed areas have the greatest likelihood to encounter these resources (Tuolumne County 2018).

The proposed Project is a discretionary action and accordingly, has no physical facilities or components. No ground-disturbing activities or associated development are proposed as part of the approval of this proposed Project. The proposed Project would therefore not directly or indirectly destroy a unique paleontological resource or site or unique geologic features. There would be **no impact**.

3.7.2 References

Tuolumne County. 2018. Draft Environmental Impact Report Tuolumne County General Plan Update.
Available Online: <https://www.tuolumnecounty.ca.gov/889/General-Plan-Update>. Accessed
July 2026.

3.8 Greenhouse Gas Emissions

<i>Issues (and Supporting Information Sources):</i>	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporated</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
VIII. GREENHOUSE GAS EMISSIONS — Would the Project:				
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	☐	☐	☐	☒
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	☐	☐	☐	☒

3.8.1 Discussion

- a) In 2010, Tuolumne County emitted approximately 782,846 metric tons of carbon dioxide (CO₂)-equivalent greenhouse gas (GHG) emissions (MTCO₂e) because of activities and operations that took place within the transportation, residential (energy consumption), non-residential (energy consumption), off-road vehicles and equipment, agriculture and forestry, wastewater, and solid waste sectors. This equates to 9.8 MTCO₂e per resident and employee in Tuolumne County's service population (Tuolumne County 2018).

The proposed Project is a discretionary action to approve a long-term WSC that would not require the construction or operation of a physical component that would potentially generate greenhouse gas emissions that may have a significant direct impact on the environment. No change in existing land use would occur under the proposed Project and would not generate greenhouse gas emissions that could have a significant indirect impact on the environment. Therefore, there would be **no impact**.

- b) Applicable plans adopted for the purpose of reducing the emissions of greenhouse gases include Executive Order (EO) S-3-05 which declares that increased temperatures could reduce the Sierra Nevada snowpack, further exacerbate California's air quality problems, and potentially cause a rise in sea levels. To combat those concerns, the EO established total GHG emission targets for the state. Other applicable laws include SB 32, AB 197, and SB 375, among others. The Tuolumne County Transportation Council (TCTC) is the regional transportation planning agency in Tuolumne County. In 2012, TCTC conducted a regional blueprint planning effort which identified policies and measures Tuolumne County and land use Project applicants can implement to reduce GHG emissions consistent with AB 32 and prepare for the potential impacts of climate change. In 2016, TCTC adopted its most recent Tuolumne County Transportation Council Regional Transportation Plan, which serves as the County's transportation policy, action, and financial planning document (Tuolumne County 2018).

The proposed Project is a discretionary action to approve a long-term WSC. No ground-disturbing activities or associated development are proposed as part of the approval of this proposed Project. There would also be no conversion of existing land uses associated with the proposed Project. Accordingly, there would be no conflict with an applicable plan, policy or

regulation adopted for the purpose of reducing the emissions of greenhouse gases. There would be **no impact**.

3.8.2 References

Tuolumne County. 2018. Draft Environmental Impact Report Tuolumne County General Plan Update. Available Online: <https://www.tuolumnecounty.ca.gov/889/General-Plan-Update>. Accessed July 2026.

3.9 Hazards and Hazardous Materials

<i>Issues (and Supporting Information Sources):</i>	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporated</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
IX. HAZARDS AND HAZARDOUS MATERIALS — Would the Project:				
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	☐	☐	☐	☒
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	☐	☐	☐	☒
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	☐	☐	☐	☒
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	☐	☐	☐	☒
e) For a Project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the Project result in a safety hazard or excessive noise for people residing or working in the Project area?	☐	☐	☐	☒
f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	☐	☐	☐	☒
g) Expose people or structures, either directly or indirectly, to a significant risk of loss, injury, or death involving wildland fires?	☐	☐	☐	☒

3.9.1 Discussion

- a, b) Hazardous materials are routinely used, stored, and transported by businesses (including industrial and commercial/retail businesses), public and private institutions (such as educational facilities and hospitals), and households. For a variety of possible reasons (e.g., lack of awareness, accidental occurrences, intentional actions, and historical business practices that pre-date current regulatory standards), there are sites in the plan area where hazardous wastes were released to soil or groundwater during storage, use, transfer, and disposal. These include sites that were historically contaminated but have been remediated and sites that are known or believed to be contaminated that are currently being characterized or cleaned up. Releases can be localized or may migrate and contaminate nearby areas (Tuolumne County 2018).

The proposed Project is a discretionary action with no physical components and would not involve any ground disturbing activities or associated development that would involve the use of hazardous materials. Therefore, the proposed Project would not create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials or through reasonably foreseeable upset and accident conditions. There would be **no impact**.

- c) The proposed Project is a discretionary action with no physical components or facilities. The proposed Project would not require the use of hazardous materials that could potentially emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school. There would be **no impact**.
- d) The proposed Project is a discretionary action and would not have any physical components or development located near hazardous waste sites. Therefore, the proposed Project would have no effect on sites included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5. There would be **no impact**.
- e) The proposed Project would have no effect on an adopted airport land use plan or public airports or public use airports within the vicinity of New Melones Reservoir. The closest airport is in the Town of Columbia, approximately 2.3 miles northwest of TUD's existing diversion and pumping facilities at New Melones Reservoir (Tuolumne County 2018). No ground-disturbing activities or associated development, such as the construction of any buildings, facilities, or permanent residences, are proposed as part of the approval of this proposed Project. There would therefore be **no impact** related to a safety hazard or excessive noise.
- f) Tuolumne County maintains a Hazard Mitigation Plan (HMP) and Emergency Operations Plan, which delineates Tuolumne County's procedures and policies in response to a significant disaster, including extreme weather, flood or dam failure, earthquakes, hazardous materials, terrorism or civil disturbance, transportation accidents, and wildland fires (Tuolumne County 2018). The proposed Project is a discretionary action would not involve ground-disturbing activities or associated development. Therefore, there would be no physical component that could potentially have an effect on an adopted emergency operations plan or any evacuation routes. There would be **no impact**.
- g) The California Department of Forestry and Fire Protection (CAL FIRE) is responsible for identifying the governmental agencies responsible for preventing and suppressing fires in all areas of the state. Within Tuolumne County, areas outside of the Stanislaus National Forest, Yosemite National Park, the City of Sonora, and the unincorporated community of Tuolumne are state responsibility, and CAL FIRE is responsible for wildland fire protection. Tuolumne County Fire Department has 13 fire stations throughout the County.

Wildfire outbreaks occur routinely during Tuolumne County's dry season. Determination of wildland fire hazards is based on three major factors: fuel loading, weather conditions, and topography. In Tuolumne County, damaging fires are predominantly caused by vehicle and equipment use and arson. The local topography contains rugged terrain, including steep canyons, many of which are inaccessible. Severe fire weather occurs on 35 percent of the days during fire season in most of Tuolumne County. This, combined with the terrain and high hazard fuels, increases the probability that large damaging fires will occur. Wildland fires can wreak havoc on homes, recreational and commercial values, destroy fragile habitat, and threaten rare and endangered species. Wildland fires also damage scenic and aesthetic values in rural areas. The area of Tuolumne County with the greatest wildland fire hazard, based on fuels, weather, and

topography, is on the east side of the SR 49 corridor. However, almost every community in Tuolumne County has been threatened by wildfires (Tuolumne County 2018).

The proposed Project is a discretionary action with no physical development, such as commercial or residential structures or other land use changes such as institutional or industrial. Accordingly, the Project would not expose people or structures, either directly or indirectly, to a significant risk of loss, injury, or death involving wildland fires. There would be **no impact**.

3.9.2 References

Tuolumne County. 2018. Draft Environmental Impact Report Tuolumne County General Plan Update. Available Online: <https://www.tuolumnecounty.ca.gov/889/General-Plan-Update>. Accessed July 2026.

3.10 Hydrology and Water Quality

<i>Issues (and Supporting Information Sources):</i>	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporated</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
X. HYDROLOGY AND WATER QUALITY — Would the Project:				
a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?	☐	☐	☐	☒
b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the Project may impede sustainable groundwater management of the basin?	☐	☐	☐	☒
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:				
i) result in substantial erosion or siltation on- or off-site;	☐	☐	☐	☒
ii) substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite;	☐	☐	☐	☒
iii) create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or	☐	☐	☐	☒
iv) impede or redirect flood flows?	☐	☐	☐	☒
d) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to Project inundation?	☐	☐	☐	☒
e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?	☐	☐	☐	☒

3.10.1 Background

Tuolumne County crosses seven watersheds. Of these seven, there are two main watersheds within the County: the Upper Stanislaus River Watershed and the Upper Tuolumne River Watershed. Because of the high elevation of many of these watersheds, much of the precipitation is in the form of snow. The Stanislaus River is an approximately 65-mile-long waterway that flows from the Sierra Nevada to the San Joaquin River in the eastern part of the Central Valley and is one of the largest tributaries of the San Joaquin River. The Stanislaus River Watershed covers an area of approximately 904 square miles. The river originates as North, Middle, and South Forks in Stanislaus National Forest in the Sierra Nevada. The confluence of the North and Middle Forks northeast of New Melones Lake forms the Stanislaus River proper. The South Fork joins the river within New Melones Lake. The North Fork forms the northwestern boundary of the County.

The Tuolumne River watershed drains an area of approximately 1,533 square miles. Its headwaters originate in the high Sierra Nevada mountains at the eastern edge of Tuolumne Meadows in Yosemite National Park and continues through the Yosemite National Park to Hetch Hetchy Valley, where the main branch is dammed by the 95-year-old O'Shaughnessy Dam, forming the Hetch Hetchy Reservoir. At the

O'Shaughnessy Dam, approximately 33 percent of the river's flow is diverted to the San Francisco Bay Area, where it provides drinking water for nearly 2.5 million people (Tuolumne County 2018).

3.10.2 Discussion

- a. Surface and groundwater quality within the County is affected by both land uses within the watershed and the composition of subsurface geologic materials. Many of the surface water quality issues identified within the County can be linked to current or historical land use practices. Pollution can enter a water body from point sources (such as an industrial site) or from nonpoint sources over a broad area such as runoff from a city or agricultural area. The State Water Resources Control Board (State Water Board) and Regional Water Quality Control Board (RWQCB) regulate water quality in surface and ground water bodies. The County is under the jurisdiction of the Central Valley RWQCB, which is responsible for implementation of state and federal water quality protection guidelines within Tuolumne County. Current water quality conditions within the foothill region of the County are a result of historic land management activities. These conditions are primarily associated with the landscape alteration that has occurred within the last 150 years as a result of road construction, the development of local water supply infrastructure, mining and agricultural practices, and population growth. The Tuolumne County Water Quality Plan identifies residential and commercial on-site sewage disposal systems, leaking underground storage tanks, and unobstructed grazing practices as key sources of existing contamination. Chronic sources of soil erosion and enhanced sediment delivery to local waterways are also identified as a concern (Tuolumne County 2018).

The proposed Project is a discretionary action for a proposed long-term WSC. No ground-disturbing activities or associated development are proposed as part of the approval of this proposed Project. With regard to possible impacts on water quality in the form of temperature, water temperature modeling was conducted using the Stanislaus River HEC-5Q water temperature model. The results show no discernable differences in water temperature between the existing baseline and with implementation of the proposed Project. As modeled, the proposed Project would not alter Stanislaus River flows to the extent that any discernable change in water temperature would occur. The HEC-5Q modeling results support a finding that the proposed Project would have no effect on water temperature that could potentially result in adverse effects on water quality. Therefore, the proposed Project would not violate any water quality standards or otherwise substantially degrade surface or groundwater quality. There would be **no impact**.

- b. No traditional groundwater basins are identified in Tuolumne County according to the California Department of Water Resources (DWR) Bulletin 118, which provides a detailed description of traditional groundwater basins in California. The County stretches from the foothills to the higher elevations of the Sierra Nevada, where the subsurface material consists primarily of impervious granitic and greenstone bedrock, which generally produces a low or unpredictable groundwater yield. (Tuolumne County 2018).

Additionally, the proposed Project is a discretionary action for a proposed long-term service water contract. No ground-disturbing activities or associated development are proposed as part of the approval of this proposed Project. The proposed Project would therefore not substantially

decrease groundwater supplies or interfere substantially with groundwater recharge. Accordingly, there would be **no impact** on groundwater supply or groundwater recharge.

- c.i- iv) The proposed Project does not have physical facilities or development components. Implementation of the proposed Project would not alter drainage patterns through altering the courses of streams or rivers or the creation of impervious surfaces, and therefore would not create or contribute runoff, or redirect flood flows. There would be **no impact**.
- d) As previously discussed in Item a, the Tuolumne and Stanislaus rivers are impounded in the lower elevations along much of the stream courses, and both are mostly contained within government or special district ownership. Thus, excluding a few tributaries, the larger rivers and the immediate environs are not in areas where private development can occur. Further, the rivers and streams reside within relatively steep canyons or valleys, where very little floodplain has been formed. Flooding occurs occasionally in Tuolumne County, particularly during the winter and spring following heavy periods of rainfall when excessive runoff causes streams and tributaries from the Stanislaus River and Tuolumne River to overrun their banks.

The primary indicator of potential flooding is the presence of a floodplain as defined by the Federal Emergency Management Agency (FEMA). A floodplain is defined by FEMA as the area of land adjacent to the watercourse that may be submerged by floodwater during a 100-year (1 percent annual chance occurrence) storm. These “special flood hazard areas” are defined on FEMA Flood Insurance Rate Maps. Flood Zones located in Tuolumne County include areas near New Melones Reservoir along Highway 49 (Tuolumne County 2018).

The proposed Project is a discretionary action that would not involve ground-disturbing activities or associated development including commercial, industrial, institutional or residential housing located in a flood zone; therefore, the proposed Project would not include any risk of pollutants being introduced into a flood zone, tsunami, or seiche zone. As there is no development associated with the proposed Project, there is no risk of pollutant release due to inundation. There would therefore be **no impact**.

- e) There are multiple water quality plans in the area such as the 2007 Tuolumne County Water Quality Plan and the Tuolumne-Stanislaus Integrated Regional Water Management Plan. There are no high-priority basins in Tuolumne, and therefore there is not a groundwater sustainability plan in the County. The 2007 Tuolumne County Water Quality Plan is a comprehensive program to address a wide array of water quality concerns in the County over a 20-year planning horizon. The Tuolumne County Water Quality Plan focuses on surface water quality and the factors affecting it, as well as mechanisms for maintaining and improving it. In particular, the Tuolumne County Water Quality Plan focuses on three principal non-point sources of water pollution: pathogens and nutrients; urban contaminants; and erosion and sedimentation.

The Tuolumne-Stanislaus Integrated Regional Water Management Plan, developed in 2013, intended to provide a framework to improve collective understanding and take high-priority actions to collaboratively address the many major water-related challenges/needs and conflicts encompassing the Upper Tuolumne River, Upper Stanislaus River and Upper Rock Creek-French Camp Slough watersheds traversing all of Tuolumne County, eastern Stanislaus County, and

Calaveras County to Highway 4 and southwestern Alpine County. These issues include water quality, local water supply reliability, better integration of water and land use management, resource stewardship and ecosystem protection (Tuolumne County 2018).

As addressed in criterion (b) above, the proposed Project would have no impact on the implementation of a sustainable groundwater plan. The proposed Project would not have any ground-disturbing activities or associated development. Therefore, the proposed Project would not have any direct or indirect conflicts with the Tuolumne County Water Quality Plan. There would be **no impact**.

3.10.3 References

Tuolumne County. 2018. Draft Environmental Impact Report Tuolumne County General Plan Update. Available Online: <https://www.tuolumnecounty.ca.gov/889/General-Plan-Update>. Accessed July 2026.

3.11 Land Use and Planning

<i>Issues (and Supporting Information Sources):</i>	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporated</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
XI. LAND USE AND PLANNING — Would the Project:				
a) Physically divide an established community?	☐	☐	☐	☒
b) Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?	☐	☐	☐	☒

3.11.1 Discussion

- a, b) The proposed Project is a discretionary action to approve a long-term WSC that would not involve any ground-disturbing activities or associated development, such as buildings, facilities, or proposed residences. Furthermore, the proposed Project would not result in any existing land use changes. The proposed Project would therefore not physically divide an established community. Given that the Project as proposed would not result in any land use changes or physical development, the proposed Project would not conflict with any land use plan, policy, or adopted regulation including the Tuolumne County General Plan (Tuolumne County 2018) adopted to avoid or mitigate an environmental effect. There would be **no impact**.

3.11.2 References

Tuolumne County. 2018. Draft Environmental Impact Report Tuolumne County General Plan Update. Available Online: <https://www.tuolumnecounty.ca.gov/889/General-Plan-Update>. Accessed July 2026.

3.12 Mineral Resources

<i>Issues (and Supporting Information Sources):</i>	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporated</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
XII. MINERAL RESOURCES — Would the Project:				
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	☐	☐	☐	☒
b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?	☐	☐	☐	☒

3.12.1 Discussion

- a, b) Tuolumne County north of Highway 49 contains land classified as (Mineral Resource Zone 2 (MRZ-2) or MRZ-3. Land classified as MRZ-2 is defined as land underlain by mineral deposits where geologic data indicate that significant measured or indicated resources are present. Land classified as MRZ-3 is defined as land that contains known mineral occurrences of undetermined mineral resource significance. Land classified as MRZ-2 includes Southern Half of the Bald Mountain/Browns Flat Gold Mining District, The Jamestown Mine, and portions of the Rough and Ready Creek site (California Department of Conservation 1997).

The proposed Project is a discretionary action for a long-term WSC that would not involve any ground-disturbing activities or associated development that could result in the loss of a known or locally important mineral resource. Given that the proposed Project would not result in any land use changes, there would be no effect on locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan. There would be **no impact**.

3.12.2 References

California Department of Conservation. 1997. Mineral Land Classification of a Portion of Tuolumne County, California, for Precious Metals (Lode Gold and Silver). Available Online: <https://maps.conservation.ca.gov/mineralresources/>. Accessed July 2026.

3.13 Noise

<i>Issues (and Supporting Information Sources):</i>	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporated</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
XIII. NOISE — Would the Project result in:				
a) Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the Project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	☐	☐	☐	☒
b) Generation of excessive groundborne vibration or groundborne noise levels?	☐	☐	☐	☒
c) For a Project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the Project expose people residing or working in the Project area to excessive noise levels?	☐	☐	☐	☒

3.13.1 Discussion

- a, b) The proposed Project is a discretionary action for a long-term WSC that would not involve ground-disturbing activities or associated development. Given that the Project as proposed does not have a physical component, the proposed Project would not temporarily or permanently increase ambient noise levels or groundborne vibration in excess of standards established by a local general plan or noise ordinance. There would be **no impact**.
- c) As discussed in Section 3.9, *Hazards and Hazardous Materials*, the closest airport is in the Town of Columbia, more than two miles northwest of TUD's existing diversion and pumping facilities at New Melones Reservoir (Tuolumne County 2018). The proposed Project is a discretionary action for a long-term WSC that would not involve ground disturbing activities or associated development. Furthermore, the proposed Project would not result in any land use changes. Accordingly, the Project as proposed would not involve any development that would expose additional people residing in the vicinity of a private airstrip or an airport land use plan or within two miles of a public airport or public use airport to excessive noise levels. There would be **no impact**.

3.13.2 References

Tuolumne County. 2018. Draft Environmental Impact Report Tuolumne County General Plan Update. Available Online: <https://www.tuolumnecounty.ca.gov/889/General-Plan-Update>. Accessed July 2026.

3.14 Population and Housing

<i>Issues (and Supporting Information Sources):</i>	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporated</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
XIV. POPULATION AND HOUSING — Would the Project:				
a) Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	☐	☐	☐	☒
b) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?	☐	☐	☐	☒

3.14.1 Discussion

- a) The Tuolumne County General Plan states that the county's population is projected to grow by 0.6 percent annually for a total of 63,243 residents by 2040. Projected development under the General Plan Update would be subject to Community Development and Design Element policies and implementation programs (Tuolumne County 2018). The proposed Project is a discretionary action to approve a long-term WSC; TUD's approval of the long-term WSC with Reclamation would support TUD's mission to provide high-quality water to its existing service areas. No new development or infrastructure including roads, highways, water or wastewater facilities or extension of infrastructure to accommodate new housing or employment centers is proposed. The proposed Project would also not result in existing land use changes. Therefore, the proposed Project would not directly or indirectly increase substantial unplanned population growth in Tuolumne County. There would be **no impact** on population growth.
- b) As stated above, the proposed Project is a discretionary action that would not result in any ground-disturbing activities or associated development, or any existing land use changes that could displace substantial numbers of existing people or housing. There would be **no impact**.

3.14.2 References

Tuolumne County. 2018. Draft Environmental Impact Report Tuolumne County General Plan Update. Available Online: <https://www.tuolumnecounty.ca.gov/889/General-Plan-Update>. Accessed July 2026.

3.15 Public Services

<i>Issues (and Supporting Information Sources):</i>	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporated</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
XV. PUBLIC SERVICES —				
a) Would the Project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the following public services:				
i) Fire protection?	☐	☐	☐	☒
ii) Police protection?	☐	☐	☐	☒
iii) Schools?	☐	☐	☐	☒
iv) Parks?	☐	☐	☐	☒
v) Other public facilities?	☐	☐	☐	☒

3.15.1 Background

Fire protection services are provided to unincorporated Tuolumne County by Tuolumne County Fire Department (TCFD), CAL FIRE, seven fire protection districts, and the United States Department of Agriculture in the Stanislaus National Forest. Most unincorporated Tuolumne County falls outside a fire district boundary and is protected by TCFD (administered by CAL FIRE under a contractual agreement with the County since 1975).

TCFD has 13 fire stations, eight of which are in the unincorporated area of Tuolumne County. Except for the Jamestown and Groveland stations, the fire stations in the unincorporated communities are staffed by volunteer firefighters. TCFD operates under a cooperative agreement with CAL FIRE. CAL FIRE's Tuolumne/Calaveras Unit is headquartered in Sonora and includes stations in Groveland, Twain Harte, Blanchard, and Green Springs. Sonora Fire Department, Groveland Community Services District (CSD), and Tuolumne Rancheria Fire Department provide fire protection services within their service areas and additional fire services are provided by Fire Protection Districts (FPDs) in Twain Harte, Tuolumne City, Columbia, and Strawberry.

Tuolumne County Ambulance Service provides emergency and non-emergency medical transport services for Tuolumne County. There are over 60 full-time and part-time Paramedics and Emergency Medical Technicians (EMTs) employed, who handle approximately 8,000 calls per year.

The Tuolumne County Sheriff's Office (TCSO) is committed to providing law enforcement services to all unincorporated areas of the County and to staff at the county jail. There are approximately 135 authorized positions, including 63 Patrol Deputies and 38 Adult Detention deputies who provide law enforcement services to the 54,337 residents of the County. Additionally, the Emergency Dispatch Center is staffed 24/7 by 13 Dispatchers. There is only one Sheriff Station in the County, located at 28 Lower Sunset Drive, in the City of Sonora.

There are 11 school districts within Tuolumne County (including the City of Sonora), consisting of two high school districts, eight elementary school districts, and one unified school district, which includes both elementary and high schools. Approximately 5,907 students attended the first day of classes for the 2017-2018 school year within the County (Tuolumne County 2018).

3.15.2 Discussion

- a.i-v) The proposed Project is a discretionary action to approve a proposed long-term WSC; no ground-disturbing activities or associated development are proposed as part of the approval of this proposed Project. The proposed Project would not result in any changes to existing land uses that would cause new residential development, create new service areas, or new housing that could impact public services available in Tuolumne County. The proposed Project would therefore not change the ability of public services to maintain acceptable service ratios, response times or other performance objectives for any public services available in Tuolumne County. There would be **no impact**.

3.15.3 References

Tuolumne County. 2018. Draft Environmental Impact Report Tuolumne County General Plan Update. Available Online: <https://www.tuolumnecounty.ca.gov/889/General-Plan-Update>. Accessed July 2026.

3.16 Recreation

<i>Issues (and Supporting Information Sources):</i>	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporated</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
XVI. RECREATION —				
a) Would the Project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	☐	☐	☐	☒
b) Does the Project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?	☐	☐	☐	☒

3.16.1 Discussion

- a, b) Existing uses of the New Melones Reservoir and surrounding areas include recreational uses, e.g., camping, hiking, biking and horse-riding, boating, and water sports (Reclamation 2026). The proposed Project, which consists of the approval of a long-term WSC, would not generate new residential development or add new housing facilities beyond development already projected and planned in the Tuolumne General Plan. Therefore, the proposed Project would not increase the use of existing recreational facilities or cause the physical deterioration of any recreational facilities. TUD is not the land use authority; Tuolumne County is responsible for planning and installation of new recreational facilities commensurate with population increases while Reclamation is the agency responsible for meeting federal recreation requirements. Therefore, there would be **no impact**.

3.16.2 References

Bureau of Reclamation (Reclamation). 2026. New Melones Lake. Available Online: <https://www.recreation.gov/camping/gateways/25>. Accessed July 2026.

3.17 Transportation

<i>Issues (and Supporting Information Sources):</i>	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporated</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
XVII. TRANSPORTATION — Would the Project:				
a) Conflict with a program plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?	☐	☐	☐	☒
b) Would the Project conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)?	☐	☐	☐	☒
c) Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	☐	☐	☐	☒
d) Result in inadequate emergency access?	☐	☐	☐	☒

3.17.1 Discussion

- a) The existing circulation system in or through Tuolumne County is primarily provided by SRs 49, 108, 120, and 132. In addition, County and city streets and roads as well as federal and private roads also provide local and regional access across the County. The 2016 Regional Transportation Plan (RTP) is a vision, policy, action, and financial plan that is focused on the future transportation needs of Tuolumne County for the next 25 years. The RTP focuses on transportation, and the movement of people and goods for purposes such as working, shopping, school, or recreation, by means of autos, trucks, buses, trains, planes, bicycling, or walking (Tuolumne County 2018).

The proposed Project, which consists of the approval of a long-term WSC, is a discretionary action that would not include any new development that would conflict with a program plan, ordinance, or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities. There would be **no impact**.

- b) In accordance with SB 743, CEQA Guidelines Section 15064.3(b) was adopted in December 2018 by the California Natural Resources Agency. These revisions to the CEQA Guidelines criteria for determining the significance of transportation impacts are primarily focused on Projects within transit priority areas and shifts the focus from driver delay to a reduction of greenhouse gas emissions, creation of multimodal networks, and promotion of a mix of land uses. Vehicle miles traveled, or VMT, is a measure of the total number of miles driven to or from a development and is sometimes expressed as an average per trip or per person (Tuolumne County 2018).

Tuolumne County adopted recommended countywide VMT thresholds, outlined in the version of the Tuolumne County VMT Thresholds Memo on August 4, 2020. The VMT thresholds outlined in the latest Tuolumne County VMT Thresholds Memorandum are consistent with the CEQA Guidelines (Wood Rogers 2020). The proposed Project is a discretionary action that consists of the approval of a long-term WSC that would not implement new commercial or residential development. No new traffic or transportation would be part of the proposed Project; therefore,

the proposed Project would not increase VMT in such a way that would conflict or be inconsistent with CEQA Guidelines section 15064.3. There would be **no impact**.

- c) The proposed Project is a discretionary action that consists of the approval of a long-term WSC. The proposed Project does not include new roads, streets, or highways that could substantially increase hazards due to a geometric design feature or incompatible uses. There would be **no impact**.
- d) The proposed Project is a discretionary action that consists of the approval of a long-term WSC would not involve associated residential or commercial development. The proposed Project would therefore not create obstacles or roadway impediments that would interfere with existing emergency access. As the proposed Project is TUD's approval of a long-term WSC with Reclamation and would not change existing emergency access routes in Tuolumne County and would not result in inadequate emergency access. There would be **no impact**.

3.17.2 References

Tuolumne County. 2018. Draft Environmental Impact Report Tuolumne County General Plan Update. Available Online: <https://www.tuolumnecounty.ca.gov/889/General-Plan-Update>. Accessed July 2026.

Wood Rogers. 2020. Vehicle Miles Traveled. Available Online: https://www.tuolumnecounty.ca.gov/DocumentCenter/View/15409/AppendixP_VMT. Accessed July 2026.

3.18 Tribal Cultural Resources

<i>Issues (and Supporting Information Sources):</i>	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporated</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
XVIII. TRIBAL CULTURAL RESOURCES —				
a) Would the Project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:				
i) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code Section 5020.1(k), or	☐	☐	☐	☒
ii) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.	☐	☐	☐	☒

3.18.1 Discussion

In 2014, the California Legislature enacted AB 52, which added provisions to the Public Resources Code regarding the evaluation of impacts on tribal cultural resources under CEQA, and requirements to consult with California Native American tribes as defined in Government Code Section 65352.4. In particular, AB 52 requires lead agencies to analyze project impacts on “tribal cultural resources” separately from archaeological resources (PRC Sections 21074 and 21083.09). AB 52 defines “tribal cultural resources” in PRC Section 21074 and requires lead agencies to engage in additional consultation procedures with respect to California Native American tribes (PRC Sections 21080.3.1, 21080.3.2, and 21082.3).

A tribal cultural resource is defined in PRC Section 21074 as either a site, feature, place, or cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:

1. Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in PRC Section 5020.1(k); or
2. A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in PRC Section 5024.1(c). In applying the criteria set forth in Section 5024.1(c), the lead agency shall consider the significance of the resource to a California Native American tribe.

Mitigation for impacts to tribal cultural resources is considered in consultation with the culturally affiliated tribe (or tribes) determined and agreed upon during consultation according to PRC Section 21083.2(b), and can consist of, but is not limited to:

- 1) Avoidance and preservation of the resources in place, including, but not limited to, planning and construction to avoid the resources and protect the cultural and natural context, or planning

greenspace, parks, or other open space, to incorporate the resources with culturally appropriate protection and management criteria.

- 2) Treating the resource with culturally appropriate dignity taking into account the tribal cultural values and meaning of the resource, including, but not limited to, the following:
 - a. Protecting the cultural character and integrity of the resource.
 - b. Protecting the traditional use of the resource.
 - c. Protecting the confidentiality of the resource.
- 3) Permanent conservation easements or other interests in real property, with culturally appropriate management criteria for the purposes of preserving or utilizing the resources or places.
- 4) Protecting the resource.

Although County policies address cultural and tribal cultural considerations in the Tuolumne County General Plan (Tuolumne County 2018), there are no local regulations that specifically apply to tribal cultural resources. Section 3.5, *Cultural Resources*, provides a summary of local regulations applicable to cultural resources.

- a.i-ii) Tuolumne County's indigenous peoples, the Central Sierra Me-Wuks, arrived between 2,000 and 600 years ago. Year-round Me-Wuk villages were usually located on ridges near a major spring or drainage confluence below the heavy snow line (about 3,500–4,000 feet in elevation). Summer brought movement into higher elevations where seasonal camps were established convenient to summer gathering and hunting. Tuolumne County's lower elevations were known as an area used intensely for gathering. There were numerous temporary camps that existed for hunting, fishing, and gathering locales throughout the County. It is estimated that there were 35 pre-1848 villages in the County. This number of villages indicates that the County was a significant residential and resource procurement area for the Central Sierra Me-Wuk.

The proposed Project is a discretionary action that consists of the approval of a long-term WSC that would not involve any ground disturbing activities or associated development. The proposed Project would therefore not cause a substantial adverse change in the significance of any tribal cultural resources as defined in Public Resources Code section 21074. As discussed previously, the CRR is one of two federally recognized California Native American tribes in the County and is a party to the agreement. TUD will contact the NAHC during the CEQA process consistent with the requirements of SB 18 and AB 52 (**Appendix C**). There would be **no impact**.

3.18.2 References

Tuolumne County. 2018. Draft Environmental Impact Report Tuolumne County General Plan Update. Available Online: <https://www.tuolumnecounty.ca.gov/889/General-Plan-Update>. Accessed July 2026.

3.19 Utilities and Service Systems

<i>Issues (and Supporting Information Sources):</i>	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporated</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
XIX. UTILITIES AND SERVICE SYSTEMS — Would the Project:				
a) Require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?	☐	☐	☐	☒
b) Have sufficient water supplies available to serve the Project and reasonably foreseeable future development during normal, dry and multiple dry years?	☐	☐	☐	☒
c) Result in a determination by the wastewater treatment provider which serves or may serve the Project that it has adequate capacity to serve the Project's Projected demand in addition to the provider's existing commitments?	☐	☐	☐	☒
d) Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?	☐	☐	☐	☒
e) Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?	☐	☐	☐	☒

3.19.1 Discussion

- a) The proposed Project is a discretionary action that consists of the approval of a long-term WSC and does not have a physical component, create or expand any new service areas, or implement new facilities. The proposed Project would therefore not require the relocation or construction of any new utility and service system facilities such as water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities. The proposed Project would therefore have **no impact**.
- b) TUD owns and operates the largest public water system in Tuolumne County. TUD's service area occupies approximately the northerly two-thirds of Tuolumne County bounded on the west by the North Fork and Main Stem of the Stanislaus River along the Tuolumne County and Calaveras County boundary, on the north by Alpine County, on the east by Mono County and Yosemite National Park, on the south by the Tuolumne River, and on the southwest by Stanislaus County. This service area does not include the communities of Groveland and Big Oak Flat, which receive water from Groveland Community Services District, or Don Pedro Reservoir, which receives water from the Lake Don Pedro Community Services District. TUD operates and maintains 17 separate distribution systems that together form the Treated Water System that in combination with TUD's 14 surface water treatment plants, 25 active water wells, and the treated water customer service meters forms TUD's Treated Water System. The Treated Water System is primarily characterized by residential land use, with some commercial and industrial land uses. Approximately one-third to two-thirds of the treated potable water is produced by TUD's largest treatment plant, in Sonora (Tuolumne County 2018).

Nearly 100 percent of TUD's water supply is surface water that originates as rainfall and runoff from snowpack in the Sierra Nevada Mountains. Snowmelt runs through the South Fork Stanislaus River, filling PG&E's Pinecrest and Lyons reservoirs; while TUD has no independent water rights, it obtains water from these two reservoirs for treatment and distribution. The remaining percentage of TUD's water supply is groundwater produced from 25 wells either. However, the groundwater supply is limited because of the hard, impermeable bedrock that covers most of Tuolumne County.

The proposed Project is a discretionary action by TUD to approve a long-term WSC. The proposed Project would not directly affect the water supply in Tuolumne County nor create new demand for water that would have insufficient supplies to serve the proposed Project in normal, single dry or multiple dry years. There would therefore be **no impact**.

- c) The proposed Project is a discretionary action to approve a long-term WSC with no new associated commercial or residential development. The proposed Project therefore would not increase demand for a wastewater treatment provider. There would be **no impact**.
- d, e) The Tuolumne County Solid Waste Division oversees the collection, transport, and disposal of solid waste within Tuolumne County, and is responsible for ensuring that solid waste disposal services meet state and federal mandates for integrated waste management. Curbside collection is provided by three franchise haulers: Cal Sierra Disposal, Inc./Waste Management, Moore Bros Scavenger Co., Inc., and Burns Refuse Service, Inc.

The County has four franchise areas for solid waste haulers. Cal Sierra serves franchise areas 1 and 2 in unincorporated Tuolumne County along the State Route 108 corridor from the western County line to Pinecrest, including the communities of East Sonora, Jamestown, Columbia, and Twain Harte. Cal Sierra also services the City of Sonora under a separate franchise agreement with the City. Burns Refuse Service, Inc. provides solid waste collection service for franchise area 3, which includes the community of Tuolumne, Standard, Curtis Creek, Soulsbyville Road up to Soulsbyville Elementary School, Wards Ferry Road, and Old Wards Ferry Road. Moore Bros Scavenger Co., Inc. provides solid waste collection service for franchise area 4 in southern Tuolumne County, including Groveland, Big Oak Flats, Moccasin, and areas upcountry along the Highway 120 corridor (Tuolumne County 2018).

The proposed Project is a discretionary action that does not have physical facilities or components that would require construction, operations, or maintenance or no new commercial or residential development capable of generating solid waste. The proposed Project would therefore not generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure. There would be **no impact**.

3.19.2 References

Tuolumne County. 2018. Draft Environmental Impact Report Tuolumne County General Plan Update. Available Online: <https://www.tuolumnecounty.ca.gov/889/General-Plan-Update>. Accessed July 2026.

3.20 Wildfire

<i>Issues (and Supporting Information Sources):</i>	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporated</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
XX. WILDFIRE — If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the Project:				
a) Substantially impair an adopted emergency response plan or emergency evacuation plan?	☐	☐	☐	☒
b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose Project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?	☐	☐	☐	☒
c) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?	☐	☐	☐	☒
d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?	☐	☐	☐	☒

3.20.1 Discussion

- a-d) Wildfire outbreaks occur routinely during Tuolumne County's dry season. Determination of wildland fire hazards is based on three major factors: fuel loading, weather conditions, and topography. The area of Tuolumne County with the greatest wildland fire hazard, based on fuels, weather, and topography, is on the east side of the SR 49 corridor. CAL FIRE has designated much of the area around New Melones Reservoir as a Very High Fire Hazard Severity Zone (CAL FIRE 2024). However, almost every community in Tuolumne County has been threatened by wildfires (Tuolumne County 2018). Tuolumne County also maintains a Hazard Mitigation Plan and an Emergency Operations Plan, which delineates the County's procedures and policies in response to a significant disaster, including extreme weather, flood or dam failure, earthquakes, hazardous materials, terrorism or civil disturbance, transportation accidents, and wildland fires. The proposed Project is a discretionary action that would not involve new construction of residential or commercial developments or installation of roads, bridges, or other infrastructure facilities. No change in existing land use would occur under the proposed Project. Therefore, the proposed Project would not expose occupants to pollutants due to wildfire, increase the risk of wildfire, or result in post-fire slope instability/flooding. As such, there would be **no impact**.

3.20.2 References

CAL FIRE. 2024. Tuolumne County State Responsibility Area Fire Hazard Severity Zones. April 1, 2024. Available Online: https://www.tuolumnecounty.ca.gov/DocumentCenter/View/29863/Fire-Hazard-Severity-Zones-in-State-Responsibility-Area---Tuolumne-County_2024. Accessed July 2026.

Tuolumne County. 2018. Draft Environmental Impact Report Tuolumne County General Plan Update. Available Online: <https://www.tuolumnecounty.ca.gov/889/General-Plan-Update>. Accessed July 2026.

3.21 Mandatory Findings of Significance

<i>Issues (and Supporting Information Sources):</i>	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporated</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
XXI. MANDATORY FINDINGS OF SIGNIFICANCE —				
a) Does the Project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	☐	☐	☐	☒
b) Does the Project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a Project are considerable when viewed in connection with the effects of past Projects, the effects of other current Projects, and the effects of probable future Projects)?	☐	☐	☐	☒
c) Does the Project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	☐	☐	☐	☒

3.21.1 Discussion

- a) As discussed throughout this initial study, the proposed Project is a discretionary action that does not require the construction, operation, or maintenance of any physical components, or the conversion of any land uses. As discussed in Section 3.1, *Aesthetics*, Section 3.2, *Agriculture and Forestry Resources*, Section 3.3, *Air Quality*, Section 3.7, *Geology and Soils*, Section 3.8, *Greenhouse Gas Emissions*, Section 3.10, *Hydrology and Water Quality*, 3.12, *Mineral Resources*, and Section 3.20, *Wildfire*, the proposed Project would not degrade the quality of the visual, scenic, or natural resources of the environment. As discussed in Section 3.4, *Biological Resources*, the proposed Project would not modify habitats of fish or wildlife species and would have no direct substantial or adverse effects on any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife (CDFW) or U.S. Fish and Wildlife Service (USFWS). Given that the proposed Project would not have any physical components, it would not adversely affect any sensitive habitats, including riparian habitat or state or federally protected wetlands. The proposed Project would also not result in any land use changes that would result in the conversion of any sensitive habitats. Additionally, the proposed Project would not result in any land use changes that could affect the movement of native resident, migratory fish or wildlife species or conflict with established native resident or migratory wildlife corridors. As discussed in Section 3.5, *Cultural Resources* and Section 3.18, *Tribal Cultural Resources*, the proposed Project would not require any new development and would therefore not have the potential to eliminate important examples of the major periods of California history or prehistory. The proposed Project would therefore not have the potential to substantially degrade the quality of the environment, biological resources or cultural resources; there would be **no impact**.

- b) The proposed Project consists of the TUD Board of Director's approval of a long-term WSC for the diversion of up to 6,000 AFY of CVP water from New Melones Reservoir for beneficial uses within TUD's service area. As discussed throughout this initial study, the proposed Project would not have any direct impacts that are individually limited but cumulatively considerable, given that the proposed Project is a discretionary action with no associated new development or land use changes. There would be **no impact**.
- c) The proposed Project is a discretionary action for TUD's approval of a long-term WSC for the diversion of up to 6,000 AFY of CVP water from New Melones Reservoir for beneficial uses within TUD's existing service area. No ground-disturbing activities or associated development are proposed as part of the approval of this proposed Project. As discussed in Section 3.7, *Geology and Soils*, the Project would not directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving seismic hazards such as the rupture of a known earthquake fault, strong seismic ground shaking, seismic-related ground failure, or landslides given that the Project, as proposed does not have a physical components or structural facilities.

As analyzed in Section 3.9, *Hazards and Hazardous Materials*, the proposed Project would also not involve any ground disturbing activities or associated development that would involve the use of hazardous materials. Therefore, the proposed Project would not create a significant hazard to the public or the environment. Section 3.20, *Wildfire* concludes that the proposed Project would also not expose project occupants to pollutants due to wildfire, increase the risk of wildfire, or result in post-fire slope instability/flooding given that the Project, as proposed would not result in any land use changes, require any development or expose occupants to pollutants due to wildfire, increase the risk of wildfire, or result in post-fire slope instability/flooding.

As discussed in Section 3.11, *Land Use and Planning*, the proposed Project would not divide an existing community or conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect. As discussed in Section 3.6, *Energy*, the Project would result in a wasteful use of energy or conflict with applicable regulations. As discussed in Section 3.13, *Noise*, the proposed Project would have no impacts on noise as no development is proposed. As discussed in Section 3.15, *Public Services* and Section 3.19, *Utilities and Service Systems*, the proposed Project would not result in any changes to existing utilities or public services. As proposed, the Project would not have any direct or indirect impacts that could cause substantial adverse effects on human beings. There would be **no impact**.

CHAPTER 4

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Appendix A
**Draft Long-Term
Water Service Contract**

UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
Eastside Division, Central Valley Project, California

CONTRACT BETWEEN THE UNITED STATES
AND
TUOLUMNE UTILITIES DISTRICT PROVIDING FOR
PROJECT WATER SERVICE

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 Exhibit A – Contractor’s Service Area

 Exhibit B – Rates and Charges

 Exhibit C – SEWD Letter

 Exhibit D – CSJWCD Letter

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
Eastside Division, Central Valley Project, California

CONTRACT BETWEEN THE UNITED STATES
AND
TUOLUMNE UTILITIES DISTRICT
PROVIDING FOR
PROJECT WATER SERVICE

THIS CONTRACT made this _____ day of _____, 20____, in
pursuance general of the Act of June 17, 1902 (32 Stat. 388), and acts amendatory thereof or
supplementary thereto, including but not limited to the Acts of August 26, 1937 (50 Stat. 844), as
amended and supplemented, August 4, 1939 (53 Stat. 1187), as amended and supplemented, July
2, 1956 (70 Stat. 483), October 23, 1962 (76 Stat. 1191), June 21, 1963 (77 Stat. 68), October 12,
1982 (96 Stat. 1263), October 27, 1986 (100 Stat. 3050), as amended, and Title XXXIV of the
Act of October 30, 1992 (106 Stat. 4706), all collectively hereinafter referred to as Federal
Reclamation law, between the UNITED STATES OF AMERICA, hereinafter referred to as the
United States, represented by the officer executing this Contract, hereinafter referred to as the
Contracting Officer, and TUOLUMNE UTILITIES DISTRICT, hereinafter referred to as the
Contractor, a public agency of the State of California, duly organized, existing, and acting
pursuant to the laws thereof, with its principal place of business in Sonora, California.

WITNESSETH, That;

EXPLANATORY RECITALS

[1st] WHEREAS, the United States has constructed and is operating the Central Valley
Project, hereinafter “Project”, California for diversion, storage, carriage, distribution and
beneficial use, for flood control, irrigation, municipal, industrial, domestic, industrial, fish and

wildlife mitigation, protection and restoration, generation and distribution of electric energy, salinity control, navigation and other beneficial uses, of waters of the Sacramento River, the American River, the Trinity River, and the San Joaquin River and their tributaries; and

[2nd] WHEREAS, pursuant to the Flood Control Acts of December 22, 1944 (58 Stat. 887) and October 23, 1962 (76 Stat. 1173), the Corps of Engineers, United States Army, hereinafter “COE”, was authorized to construct the New Melones Dam on the Stanislaus River, California, for the multipurpose use of flood control, irrigation, municipal and industrial, power genera, and recreation, among other beneficial purposes; and

[3rd] WHEREAS, pursuant to said acts, New Melones Dam and Reservoir were constructed by the COE and transferred to the Secretary of the Interior to become an integral part of the Project to be operated and maintained pursuant to the authorizing acts and Federal Reclamation law; and

[4th] WHEREAS, the Contractor has a present and future need to diversify its water supply options for irrigation and municipal and industrial purposes and meet its strategic planning goal of water security for residents of Tuolumne County; and

[5th] WHEREAS, the Flood Control Act of 1962 provides “That before initiating any diversions of water from the Stanislaus River Basin in connection with the operation of the Project, the Secretary of the Interior shall determine the quantity of water required to satisfy all existing and anticipated future needs within that basin and the diversion shall at all times be subordinate to the quantities so determined; and

[6th] WHEREAS, in the Record of Decision dated June 19, 1981, the Secretary determined the Stanislaus River Basin and the needs therein; and

[7th] WHEREAS, the Contractor is within the Basin; and the Secretarial determination

41 and investigations by the United States indicate that there will be a water supply available from
42 the Project for furnishing to the Contractor for surface diversion and direct application for
43 irrigation and municipal and industrial and other purposes; and

44 [8th] WHEREAS, in accordance with Section 3404(b) of the Central Valley Project
45 Improvement Act, the Secretary is authorized, pursuant to section 203 of the Flood Control Act
46 of 1962, to enter into a long-term contract, in accordance with the Reclamation laws, with the
47 Contractor, for the delivery of water from the New Melones project to the Contractor's water
48 distribution system; and

49 [9th] WHEREAS, by letter of December 11, 2019, the Contractor requested a long-
50 term water service contract for Project Water from the New Melones Unit of the Project; and

51 [10th] WHEREAS, the United States and Contractor recognize that Contractor will not
52 have an immediate need for Project Water from the New Melones Unit of the Project, but as the
53 need develops, Contractor's allocation of Project Water will reduce Stockton East Water
54 District's and Central San Joaquin Water Conservation District's allocations of Project Water
55 from the New Melones Unit of the Project because Contractor is an in-basin user (See Exhibits C
56 and D) and therefore has first priority to this water as against these out-of-basin users; and

57 [11th] WHEREAS, the United States and the Contractor are willing to enter into this
58 Contract pursuant to Federal Reclamation law on the terms and conditions set forth below; and

59 [12th] WHEREAS, the environmental compliance requirements for execution of this
60 Contract have been met by *[Insert date and document number or title of the appropriate*
61 *environmental document]*.

62 NOW, THEREFORE, in consideration of the mutual and dependent covenants herein
63 contained, it is hereby mutually agreed by the parties hereto as follows:

64 DEFINITIONS

65 1. When used herein, unless otherwise distinctly expressed or manifestly
66 incompatible with the intent hereof, the term:

67 (a) “Basin” shall mean the Stanislaus River Basin area for which a reservation
68 of water is required by the Flood Control Act of 1962, and which is defined in the special report
69 entitled “New Melones Unit, Central Valley Project, California, Stanislaus River Basin
70 Alternative and Water Allocation, September 1980”, approved by the Under Secretary in his June
71 29, 1981, Record of Decision.

72 (b) “Calendar Year” or “Year” shall mean the period January 1 through
73 December 31, both dates inclusive.

74 (c) “Charges” shall mean the payments required by Federal Reclamation law
75 in addition to the Rates and Tiered Pricing Component specified in this Contract as determined
76 annually by the Contracting Officer pursuant to this Contract.

77 (d) “Condition of Shortage” shall mean a condition respecting the Project
78 during any Year such that the Contracting Officer is unable to deliver sufficient water to meet the
79 Contract Total.

80 (e) “Contracting Officer” or “Secretary” shall mean the Secretary of the
81 Interior’s duly authorized representative acting pursuant to this Contract or applicable Federal
82 Reclamation law or regulation.

83 (f) “Contract Total” shall mean the maximum amount of water to which the
84 Contractor is entitled under subdivision (a) of Article 3 of this Contract.

85 (g) “Contractor’s Service Area” shall mean the area to which the Contractor is
86 permitted to provide Project water under this Contract as described in Exhibit A attached hereto,

which may be modified from time to time in accordance with Article 23 of this Contract without amendment of this Contract.

(h) “CVPIA” shall mean the Central Valley Project Improvement Act, Title XXXIV of the Act of October 30, 1992 (106 Stat. 4706).

(i) “Eligible Lands” shall mean all lands to which Irrigation Water may be delivered in accordance with Section 204 of the Reclamation Reform Act of October 12, 1982 (96 Stat. 1263), as amended, hereinafter referred to as RRA.

(j) “Excess Lands” shall mean all lands in excess of the limitations contained in Section 204 of the RRA, other than those lands exempt from acreage limitation under Federal Reclamation law.

(k) “Full Cost Rate” shall mean an annual rate as determined by the Contracting Officer that shall amortize the expenditures for construction properly allocable to the Project irrigation and M&I functions, as appropriate, of facilities in service including all O&M deficits funded, less payments, over such period as may be required under Federal Reclamation law, or applicable Contract provisions. Interest will accrue on both the construction expenditures and funded O&M deficits from October 12, 1982, on costs outstanding at that date, or from the date incurred in the case of costs arising subsequent to October 12, 1982, and shall be calculated in accordance with subsections 202(3)(B) and (3)(C) of the RRA. The Full Cost Rate includes actual operation, maintenance, and replacement costs consistent with Section 426.2 of the Rules and Regulations for the RRA.

(l) “Ineligible Lands” shall mean all lands to which Irrigation Water may be delivered in accordance with Section 204 of the RRA.

(m) “Irrigation Full Cost Water Rate” shall mean the Full Cost Rate applicable

110 to the delivery of Irrigation Water.

111 (n) “Irrigation Water or agricultural water” shall mean the use of Project
112 Water to irrigate lands directly for the production of commercial agricultural crops or livestock
113 and domestic and other uses that are incidental thereto.

114 (o) “Landholder” shall mean a party that directly or indirectly owns or leases
115 nonexempt land, as provided in 43 CFR 426.2.

116 (p) “Municipal and Industrial (M&I) Water or municipal, industrial, and
117 domestic water” shall mean the use of Project Water for municipal, industrial, and miscellaneous
118 other purposes not falling under the definition of “Irrigation Water” or within another category of
119 water use under an applicable Federal authority.

120 (q) “M&I Full Cost Water Rate” shall mean the Full Cost Rate applicable to
121 the delivery of M&I Water.

122 (r) “Operation, Maintenance, and Replacement” or “OM&R” shall mean
123 normal and reasonable care, control, operations, repair, replacement (other than capital
124 replacement), and maintenance of Project facilities.

125 (s) “Project” shall mean the Central Valley Project owned by the United
126 States and managed by the Department of the Interior, Bureau of Reclamation.

127 (t) “Project Contractors” shall mean all parties who have water service
128 contracts for Project Water from the Project with the United States pursuant to Federal
129 Reclamation law.

130 (u) “Project Water” shall mean all water that is developed, diverted, stored, or
131 delivered by the Secretary in accordance with the statutes authorizing the Project and in
132 accordance with the terms and conditions of water rights acquired pursuant to California law.

133 (v) “Rates” shall mean the payments determined annually by the Contracting
134 Officer in accordance with the then-current applicable water ratesetting policies for the Project,
135 as described in subdivision (a) of Article 6 of this Contract.

(w) “Recent Historic Average” shall mean the most recent five-year average of the final forecast of Project Water made available to the Contractor pursuant to this Contract.

(x) “Tiered Pricing Component” shall be the incremental amount to be paid for each acre-foot of Water Delivered as described in subdivision (j) of Article 6 of this Contract.

(y) “Water Delivered” or “Delivered Water” shall mean Project Water diverted for use by the Contractor at the point(s) of delivery approved by the Contracting Officer.

TERM OF CONTRACT – RIGHT TO USE WATER

2. (a) The Contract shall be effective on the date hereinabove written, through December 31, 2051. In the event the Contractor wishes to renew this Contract beyond December 31, 2051, the Contractor shall submit a request for renewal in writing to the Contracting Officer no later than two years prior to the date this Contract expires.

(b) (1) Under terms and conditions of a renewal contract that are mutually agreeable to the parties hereto, and upon a determination by the Contracting Officer that at the time of contract renewal the conditions set forth in subdivision (b)(2) of this Article are met, and subject to Federal and State law, this Contract, insofar as it pertains to the furnishing of Irrigation and M&I Water to the Contractor, shall be renewed for a period of 25 years.

(2) The conditions which must be met for this Contract to be renewed are: (i) the Contractor has prepared a water conservation plan that has been determined by the Contracting Officer in accordance with Article 20 of this Contract to meet the conservation and efficiency criteria for evaluating such plans established under Federal law; (ii) the Contractor is implementing an effective water conservation and efficiency program based on the Contractor’s water conservation plan as required by Article 20 of this Contract; (iii) the Contractor is maintaining all water measuring devices and implementing all water measurement methods as

approved by the Contracting Officer pursuant to Article 9 of this Contract; (iv) the Contractor has reasonably and beneficially used the Project Water supplies made available to it and, based on projected demands, is reasonably anticipated and expects to fully utilize for reasonable and beneficial use the quantity of Project Water to be made available to it pursuant to such renewal; (v) the Contractor is complying with all terms and conditions of this Contract; and (vi) the Contractor has the physical and legal ability to deliver Project Water.

(3) The terms and conditions of the renewal contract described in subdivision (b)(1) of this Article and any subsequent renewal contracts shall be developed consistent with the parties' respective legal rights and obligations, and in consideration of all relevant facts and circumstances, as those circumstances exist at the time of renewal, including without limitation, the Contractor's need for continued delivery of Project Water; environmental conditions affected by implementation of the Contract to be renewed, and specifically changes in those conditions that occurred during the life of the Contract to be renewed; the Secretary's progress toward achieving the purposes of the CVPIA as set out in Section 3402 and in implementing the specific provisions of the CVPIA; and current and anticipated economic circumstances of the region served by the Contractor.

(c) The Contracting Office shall make a determination within ten years after the date of execution of this Contract, and every five years thereafter during the term of this Contract, of whether a conversion of the relevant portion of this Contract to a contract under said subsections of the Reclamation Project Act of 1939 can be accomplished pursuant to the Acts of July 2, 1956 (70 Stat. 483) and June 21, 1963 (77 Stat. 68). Notwithstanding any provision of this Contract, the Contractor reserves and shall have all rights and benefits under the Acts of July 2, 1956 (70 Stat. 483) and June 21, 1963 (77 Stat. 68). The Contracting Officer anticipates that

182 during the term of this Contract, all authorized Project construction expected to occur will have
183 occurred, and on that basis the Contracting Officer agrees upon such completion to allocate all
184 costs that are properly assignable to the Contractor, and agrees further that, at any time after such
185 allocation is made, and subject to the satisfaction of the condition set out in this subdivision, this
186 Contract shall, at the request of the Contractor, be converted to a contract under subsections 9(d)
187 and/or 9(c)(1) of the Reclamation Project Act of 1939, subject to applicable Federal law and
188 under stated terms and conditions mutually agreeable to the Contractor and the Contracting
189 Officer. A condition for such conversion to occur shall be a determination by the Contracting
190 Officer that, account being taken of the amount credited to return by the Contractor as provided
191 for under Federal Reclamation law, the remaining amount of construction costs assignable for
192 ultimate return by the Contractor can probably be repaid to the United States within the term of a
193 contract under said subsections 9(d) and/or 9(c)(1). If the remaining amount of costs that are
194 properly assignable to the Contractor cannot be determined during the term of this Contract, the
195 Contracting Officer shall notify the Contractor, and provide the reason(s) why such a
196 determination could not be made. Further, the Contracting Officer shall make such a
197 determination as soon thereafter as possible so as to permit, upon request of the Contractor and
198 satisfaction of the condition set out above, conversion to a contract under subsections 9(d) and/or
199 9(c)(1). In the event such determination of costs has not been made at a time which allows
200 conversion of this Contract during the term of this Contract, or the Contractor has not requested
201 conversion of this Contract within such term, the parties shall incorporate in any subsequent
202 renewal contract as described in subdivision (b) of this Article a provision that carries forth in
203 substantially identical terms the provisions of this subdivision.

WATER TO BE FURNISHED TO THE CONTRACTOR

3. (a) During each Year, consistent with all applicable State water rights, permits, and licenses, Federal law, and subject to the provisions set forth in Article 11 of this Contract, the Contracting Officer shall make available for delivery to the Contractor 6,000 acre-feet of Project Water for irrigation (4,900 AF) and municipal and industrial (1,100 AF) purposes. Water Delivered to the Contractor in accordance with this subdivision shall be scheduled and paid for pursuant to the provisions of Articles 5 and 6 of this Contract.

(b) Because the capacity of the Project to deliver Project Water has been constrained in recent years and may be constrained in the future due to many factors including hydrologic conditions and implementation of Federal and State laws, the likelihood of the Contractor actually receiving the amount of Project Water set out in subdivision (a) of this Article in any given Year is uncertain. The Contracting Officer's modeling referenced in the Programmatic Environmental Impact Statement (Reclamation 1999) projected that the Contract Total set forth in this Contract will not be available to the Contractor in many years

(d) The Contractor shall utilize the Project Water in accordance with all applicable legal requirements.

(e) The Contractor shall make reasonable and beneficial use of all water furnished pursuant to this Contract. Groundwater recharge programs (direct, indirect, or in lieu), groundwater banking programs, surface water storage programs, and other similar programs utilizing Project Water or other water furnished pursuant to this Contract conducted within the Contractor's Service Area which are consistent with applicable State law and result in use consistent with Federal Reclamation law will be allowed; Provided, That any direct recharge program(s) is (are) described in the Contractor's water conservation plan submitted pursuant to

Article 26 of this Contract; Provided, further; That such water conservation plan demonstrates sufficient lawful uses exist in the Contractor's Service Area so that using a long-term average, the quantity of Delivered Water is demonstrated to be reasonable for such uses and in compliance with Federal Reclamation law. Groundwater recharge programs, groundwater banking programs, surface water storage programs, and other similar programs utilizing Project Water or other water furnished pursuant to this Contract conducted outside the Contractor's Service Area may be permitted upon written approval of the Contracting Officer, which approval will be based upon environmental documentation, Project Water rights, and Project operational concerns. The Contracting Officer will address such concerns in regulations, policies, or guidelines.

(f) The Contractor shall comply with requirements applicable to the Contractor in biological opinion(s) prepared as a result of a consultation regarding the execution of this Contract undertaken pursuant to Section 7 of the Endangered Species Act of 1973 (ESA), as amended, that are within the Contractor's legal authority to implement. Nothing herein shall be construed to prevent the Contractor from challenging or seeking judicial relief in a court of competent jurisdiction with respect to any biological opinion or other environmental documentation referred to in this Article.

(g) As soon as possible following each declaration of Water Made Available under Article 5 of this Contract, the Contracting Officer will make a determination whether Project Water, or other water available to the Project, can be made available to the Contractor in addition to the Contract Total under Article 3 of this Contract during the Year without adversely impacting other Project Contractors. At the request of the Contractor, the Contracting Officer will consult with the Contractor prior to making such a determination. If the Contracting Officer determines that Project Water, or other water available to the Project, can be made available to

the Contractor, the Contracting Officer will announce the availability of such water and shall so notify the Contractor as soon as practical. The Contracting Officer will thereafter meet with the Contractor and other Project Contractors capable of taking such water to determine the most equitable and efficient allocation of such water. If the Contractor requests the delivery of any quantity of such water, the Contracting Officer shall make such water available to the Contractor in accordance with applicable statutes, regulations, guidelines, and policies.

(h) The Contractor's right pursuant to Federal Reclamation law and applicable State law to the reasonable and beneficial use of Water Delivered pursuant to this Contract during the term thereof and any subsequent renewal contracts, as described in Article 2 of this Contract, during the terms thereof shall not be disturbed so long as the Contractor shall fulfill all of its obligations under this Contract and any renewals thereof. Nothing in the preceding sentence shall affect the Contracting Officer's ability to impose shortages under Article 11 of this Contract or applicable provisions of any subsequent renewal contracts.

(i) Project Water furnished to the Contractor pursuant to this Contract may be delivered for other than irrigation or M&I purposes upon written approval by the Contracting Officer in accordance with the terms and conditions of such approval.

(j) The Contracting Officer shall make reasonable efforts to protect the water rights necessary for the Project and to provide the water available under this Contract. The Contracting Officer shall not object to participation by the Contractor, in the capacity and to the extent permitted by law, in administrative proceedings related to the Project Water rights; Provided, That the Contracting Officer retains the right to object to the substance of the Contractor's position in such a proceeding; Provided further, That in such proceedings the

Contracting Officer shall recognize the Contractor has the legal right under the terms of this Contract to use Project Water.

CONTRACT WITH
CHICKEN RANCH RANCHERIA ME-WUK INDIANS OF CALIFORNIA

4. (a) The Contractor may enter into a subcontract with the Chicken Ranch Rancheria Me-Wuk Indians of California, hereinafter referred to as “Rancheria”, for the resale and distribution of Project Water furnished pursuant to Article 3(b) of this Contract within the Contractor’s Service Area. The subcontract shall be subject to the obligations and limitations imposed by this Contract and shall so provide. The terms and conditions of the subcontract shall be approved by the Contracting Officer prior to the execution of the subcontract. Nothing herein or therein contained shall be deemed in any way to release the Contractor from its primary liability to the United States hereunder with respect to each and all of the obligations undertaken by the Contractor in this Contract.

(b) The Contractor shall not realize a profit from the resale of water taken hereunder. In establishing the rate for resale by the Contractor of water taken hereunder, the costs of administration, operation, and maintenance of the Contractor’s facilities, reserve fund for depreciation and contingencies, repayment of the Contractor’s capital investment therein, and the Rates and Charges hereunder shall be apportioned equitably among all of the Contractor’s water users or the Rancheria, as the case may be, of water taken hereunder.

(c) Upon advance written approval by the Contracting Officer of such arrangements, the Contractor or Rancheria may sell, transfer, or exchange Project Water with other customers of the Project.

TIME FOR DELIVERY OF WATER

5. (a) On or about February 20 of each Calendar Year, the Contracting Officer shall announce the Contracting Officer’s expected declaration of the Water Made Available. Such declaration will be expressed in terms of both Water Made Available and the Recent Historic Average and will be updated monthly, and more frequently, if necessary, based on then-current operational and hydrologic conditions and a new declaration will changes, if any, to the Water Made Available will be made. The Contracting Officer shall provide forecasts of Project operations and the basis of the estimate, with relevant supporting information, upon the written request of the Contractor. Concurrently with the declaration of the Water Made Available, the Contracting Officer shall provide the Contractor with the Recent Historic Average.
- (b) On or before each November 1 and at such other times as necessary, the Contractor shall submit to the Contracting Officer a written schedule, satisfactory to the Contracting Officer, showing the monthly quantities of Project Water to be delivered by the United States to the Contractor pursuant to this Contractor for the Year commencing on such January 1. The Contracting Officer shall use all reasonable means to deliver Project Water according to the approved schedule for the Year commencing on such January 1.
- (c) The Contractor shall not schedule Project Water in excess of the quantity of Project Water the Contractor intends to put to reasonable and beneficial use within the Contractor’s Service Area or to sell, transfer, or exchange pursuant to Article 12 of this Contract during any Year.
- (d) Subject to the conditions set forth in subdivision (a) of Article 3 of this Contract, the United States shall deliver Project Water to the Contractor in accordance with the initial schedule submitted by the Contractor pursuant to subdivision (b) of this Article, or any

written revision(s), satisfactory to the Contracting Officer, thereto submitted within a reasonable time prior to the date(s) on which the requested change(s) is/are to be implemented.

RATES AND METHOD OF PAYMENT FOR WATER

6. (a) The Contractor shall pay the United States as provided in this Article for all Delivered Water at Rates, Charges, and the Tiered Pricing Component established in accordance with (i) the Secretary’s ratesetting policy for Irrigation Water adopted in 1988 and the Secretary’s ratesetting policy for M&I Water adopted in 2020. Such ratesetting policies shall be amended, modified, or superseded only through a public notice and comment procedure; (ii) applicable Federal Reclamation law and associated rules and regulations, or policies; and (iii) other applicable provisions of this Contract. Payments shall be made by cash transaction, electronic funds transfer, or any other mechanism as may be agreed to in writing by the Contractor and the Contracting Officer. The Rates, Charges, and Tiered Pricing Component applicable to the Contractor upon execution of this Contract are set forth in Exhibit “B”, as may be revised annually.

(b) The Contracting Officer shall notify the Contractor of the Rates, Charges, and Tiered Pricing Component as follows:

(1) Prior to July 1 of each Calendar Year, the Contracting Officer shall provide the Contractor an estimate of the Charges for Project Water that will be applied to the period October 1, of the current Calendar Year, through September 30, of the following Calendar Year, and the basis for such estimate. The Contractor shall be allowed not less than two months to review and comment on such estimates. On or before September 15 of each Calendar Year, the Contracting Officer shall notify the Contractor in writing of the Charge to be in effect during

the period October 1 of the current Calendar Year, through September 30, of the following
Calendar Year, and such notification shall revise Exhibit “B”.

(2) Prior to October 1 of each Calendar Year, the Contracting Officer
shall make available to the Contractor an estimate of the Rates and Tiered Pricing Component for
Project Water for the following Year and the computations and cost allocations upon which those
Rates are based. The Contractor shall be allowed not less than two months to review and
comment on such computations and cost allocations. By December 31 of each Calendar Year,
the Contracting Officer shall provide the Contractor with the final Rates and Tiered Pricing
Component to be in effect for the upcoming Year, and such notification shall revise Exhibit “B”.

(c) At the time the Contractor submits the initial schedule for the delivery of
Project Water for each Year pursuant to subdivision (b) of Article 4 of this Contract, the
Contractor shall make an advance payment to the United States equal to the total amount payable
pursuant to the applicable Rate(s) set under subdivision (a) of this Article, for the Project Water
scheduled to be delivered pursuant to this Contract during the first two calendar months of the
Year. Before the end of the first month and before the end of each calendar month thereafter, the
Contractor shall make an advance payment to the United States, at the Rate(s) set under
subdivision (a) of this Article, for the Water Scheduled to be delivered pursuant to this Contract
during the second month immediately following. Adjustments between advance payments for
Water Scheduled and payments at Rates due for Water Delivered shall be made before the end of
the following month; Provided, That any revised schedule submitted by the Contractor pursuant
to Article 4 of this Contract which increases the amount of Water Delivered pursuant to this
Contract during any month shall be accompanied with appropriate advance payment, at the Rates
then in effect, to assure that Project Water is not delivered to the Contractor in advance of such

payment. In any month in which the quantity of Water Delivered to the Contractor pursuant to this Contract equals the quantity of Water Scheduled and paid for by the Contractor, no additional Project Water shall be delivered to the Contractor unless and until an advance payment at the Rates then in effect for such additional Project Water is made. Final adjustment between the advance payments for the Water Scheduled and payments for the quantities of Water Delivered during each Year pursuant to this Contract shall be made as soon as practicable but no later than April 30th of the following Year.

(d) The Contractor shall also make a payment in addition to the Rate(s) in subdivision (c) of this Article to the United States for Project Water, at the Charges and the appropriate Tiered Pricing Component then in effect, before the end of the month following the month of delivery; Provided, That the Contractor may be granted an exception from the Tiered Pricing Component pursuant to subdivision (j)(2) of this Article. The payments shall be consistent with the quantities of Irrigation Water and M&I Water Delivered as shown in the water delivery report for the subject month prepared by the Contracting Officer. The water delivery report shall be deemed a bill for the payment of Charges and the applicable Tiered Pricing Component for Water Delivered. Adjustment for overpayment or underpayment of Charges shall be made through adjustment of payments due to the United States for Charges for the next month. Any amount to be paid for past due payment of Charges and the Tiered Pricing Component shall be computed pursuant to Article 16 of this Contract.

(e) The Contractor shall pay for any Water Delivered under subdivision (a) or (f) of Article 3 of this Contract as determined by the Contracting Officer pursuant to applicable statutes, associated regulations, any applicable provisions of guidelines or ratesetting policies; Provided, That the Rate for Water Delivered under subdivision (g) of Article 3 of this Contract

shall be no more than the otherwise applicable Rate for Irrigation Water or M&I Water under subdivision (b) of this Article.

(f) Payments to be made by the Contractor to the United States under this Contract may be paid from any revenues available to the Contractor.

(g) All revenues received by the United States from the Contractor relating to the delivery of Project Water or the delivery of non-Project water through Project facilities shall be allocated and applied in accordance with Federal Reclamation law and the associated rules or regulations, and the then-current Project ratesetting policies for M&I Water or Irrigation Water.

(h) The Contracting Officer shall keep its accounts pertaining to the administration of the financial terms and conditions of its long-term contracts, in accordance with applicable Federal standards, so as to reflect the application of Project costs and revenues. The Contracting Officer shall, each Year upon request of the Contractor, provide to the Contractor a detailed accounting of all Project and Contractor expense allocations, the disposition of all Project and Contractor revenues, and a summary of all water delivery information. The Contracting Officer and the Contractor shall enter into good faith negotiations to resolve any discrepancies or disputes relating to accountings, reports, or information.

(i) The parties acknowledge and agree that the efficient administration of this Contract is their mutual goal. Recognizing that experience has demonstrated that mechanisms, policies, and procedures used for establishing Rates, Charges, and Tiered Pricing Components, and/or for making and allocating payments, other than those set forth in this Article may be in the mutual best interest of the parties, it is expressly agreed that the parties may enter into agreements to modify the mechanisms, policies, and procedures for any of those purposes while this Contract is in effect without amending this Contract.

408 (j) (1) Beginning at such time as deliveries of Project Water in a Year
409 exceed 80 percent of the Contract Total, then before the end of the month following the month of
410 delivery the Contractor shall make an additional payment to the United States equal to the
411 applicable Tiered Pricing Component. The Tiered Pricing Component for the amount of Water
412 Delivered in excess of 80 percent of the Contract Total, but less than or equal to 90 percent of the
413 Contract Total, shall equal one-half of the difference between the Rate established under
414 subdivision (a) of this Article and the Irrigation Full Cost Water Rate or M&I Full Cost Water
415 Rate, whichever is applicable. The Tiered Pricing Component for the amount of Water Delivered
416 which exceeds 90 percent of the Contract Total shall equal the difference between (i) the Rate
417 established under subdivision (a) of this Article and (ii) the Irrigation Full Cost Water Rate or
418 M&I Full Cost Water Rate, whichever is applicable. For all Water Delivered pursuant to
419 subdivision (a) of Article 3 of this Contract which is in excess of 80 percent of the Contract
420 Total, this increment shall be deemed to be divided between Irrigation Water and M&I Water in
421 the same proportion as actual deliveries of each bear to the cumulative total Water Delivered.

422 (2) Subject to the Contracting Officer's written approval, the
423 Contractor may request and receive an exemption from such Tiered Pricing Components for
424 Project Water delivered to produce a crop which the Contracting Officer determines will provide
425 significant and quantifiable habitat values for waterfowl in fields where the water is used and the
426 crops are produced; Provided, That the exemption from the Tiered Pricing Component for
427 Irrigation Water shall apply only if such habitat values can be assured consistent with the
428 purposes of the CVPIA through binding agreements executed with or approved by the
429 Contracting Officer prior to use of such water.

430 (3) For purposes of determining the applicability of the Tiered Pricing
431 Component pursuant to this Article, Water Delivered shall include Project Water that the
432 Contractor transfers to others but shall not include Project Water transferred to the Contractor,
433 nor shall it include the additional water provided to the Contractor under the provisions of
434 subdivision (g) of Article 3 of this Contract.

435 (k) For the term of this Contract, Rates under the respective ratesetting
436 policies will be established to recover only reimbursable OM&R (including any deficits) and
437 capital costs of the Project, as those terms are used in the then-current Project ratesetting
438 policies, and interest, where appropriate, except in instances where a minimum Rate is applicable
439 in accordance with the relevant Project ratesetting policy. Changes of significance in practices
440 which implement the Contracting Officer's ratesetting policies will not be implemented until the
441 Contracting Officer has provided the Contractor an opportunity to discuss the nature, need, and
442 impact of the proposed change.

443 (l) Except as provided in subsection 3405(a)(1)(B) and 3405(f) of the
444 CVPIA, the Rates for Project Water transferred by the Contractor shall be the Contractor's Rates
445 adjusted upward or downward to reflect the changed costs, if any, incurred by the Contracting
446 Officer in the delivery of the transferred Project Water to the transferee's point of delivery in
447 accordance with the then applicable Project ratesetting policy. If the Contractor is receiving
448 lower Rates and Charges because of inability to pay and is transferring Project Water to another
449 entity whose Rates and Charges are not adjusted due to inability to pay, the Rates and Charges
450 for transferred Project Water shall not be adjusted to reflect the Contractor's inability to pay.

451 (m) Pursuant to the Act of October 27, 1986 (100 Stat. 3050), the Contracting
452 Officer is authorized to adjust determinations of ability to pay every five years.

453 APPLICATION OF PAYMENTS AND ADJUSTMENTS

454 7. (a) The amount of any overpayment by the Contractor of the Contractor’s
455 OM&R, capital, and deficit (if any) obligations for the Year shall be applied first to any current
456 liabilities of the Contractor arising out of this Contract then due and payable. Overpayments of
457 more than \$1,000 shall be refunded at the Contractor’s request. In lieu of a refund, any amount
458 of such overpayment, at the option of the Contractor, may be credited against amounts to become
459 due to the United States by the Contractor. With respect to overpayment, such refund or
460 adjustment shall constitute the sole remedy of the Contractor or anyone having or claiming to
461 have the right to the use of any of the Project Water supply provided for herein. All credits and
462 refunds of overpayments shall be made within 30 days of the Contracting Officer obtaining
463 direction as to how to credit or refund such overpayment in response to the notice to the
464 Contractor that is has finalized the accounts for the Year in which the overpayment was made.

465 (b) All advances for miscellaneous costs incurred for work requested by the
466 Contractor pursuant to Article 38 of this Contract shall be adjusted to reflect the actual costs
467 when the work has been completed. If the advances exceed the actual costs incurred, the
468 difference will be refunded to the Contractor. If the actual costs exceed the Contractor’s
469 advances, the Contractor will be billed for the additional costs pursuant to Article 38.

470 POINT OF DIVERSION AND RESPONSIBILITY FOR DISTRIBUTION OF WATER

471 8. (a) The Project Water to be furnished to the Contractor pursuant to this
472 Contract will be released from Project facilities and deemed to be delivered at the locations
473 depicted on Exhibit A, or such other location or locations as mutually agreed to, in writing, by
474 the Contracting Officer and the Contractor.

475 (b) The United States shall make all reasonable efforts, consistent with the
476 most efficient overall operation of the Project to furnish water to the Contractor at the delivery
477 points established pursuant to subdivision (a) of this Article.

478 (c) The Contractor shall construct and install, without cost or expense to the
479 United States, facilities required by the Contractor to take and convey the water from the point or
480 points of delivery. In the event the Contractor's facilities are installed, operated, and maintained
481 on property of the United States, the Contractor will furnish for approval of the Contracting
482 Officer drawings showing the construction to be performed by the Contractor at least 6 months
483 before starting construction. The Contractor will not commence construction of any facilities on
484 the property of the United States without the Contracting Officer's written approval of the
485 drawings submitted by the Contractor. It is specifically recognized and agreed that this Contract
486 does not grant to the Contractor any right of access to Project water or to lands of the United
487 States for any purpose except as provided herein for installation, operation, and maintenance of
488 the Contractor's facilities to take Project Water.

489 (d) The Contracting Officer shall make all reasonable efforts to maintain
490 sufficient flows and levels of water in the Project facilities to deliver Project Water to the
491 Contractor at specific locations established pursuant to subdivision (a) of this Article. The
492 parties acknowledge that it may be necessary from time to time to shut down some or all of the
493 Project facilities for maintenance or emergencies. Except in the case of emergency, the
494 Contracting Officer shall consult with the Contractor to schedule the shutdown at such times and
495 for such duration as will allow for the work to be accomplished completely and efficiently, and
496 with a minimum of disruption of water service to the Contractor. In this regard, shutdowns will,
497 to the extent reasonable possible, be limited to the months of December and January.

498 (e) The Contractor shall deliver Irrigation Water in accordance with any
499 applicable land classification provisions of Federal Reclamation law and the associated
500 regulations. The Contractor shall not deliver Project Water to land outside the Contractor's
501 Service Area unless approved in advance by the Contracting Officer.

502 (f) All Water Delivered to the Contractor pursuant to this Contract shall be
503 measured and recorded with equipment furnished, installed, operated, and maintained by the
504 Contractor at the point or points of delivery established pursuant to subdivision (a) of this
505 Article. Upon request of either party to this Contract, the Contracting Officer shall investigate
506 the accuracy of such measurements and shall take any necessary steps to adjust any errors
507 appearing therein. For any period of time when accurate measurements have not been made, the
508 Contracting Officer shall consult with the Contractor prior to making a final determination of the
509 quantity delivered for that period of time.

510 (g) The Contracting Officer shall not be responsible for the control, carriage,
511 handling, use, disposal, or distribution of Water Delivered to the Contractor pursuant to this
512 Contract beyond the delivery point(s) specified in subdivision (a) of this Article. The Contractor
513 shall indemnify the United States, its officers, employees, agents, and assigns on account of
514 damage or claim of damage of any nature whatsoever for which there is legal responsibility,
515 including property damage, personal injury, or death arising out of or connected with the control,
516 carriage, handling, use, disposal, or distribution of such Water Delivered beyond such delivery
517 point(s), except for any damage or claim arising out of (i) acts or omissions of the Contracting
518 Officer or any of its officers, employees, agents, or assigns with the intent of creating the
519 situation resulting in any damage or claim, (ii) willful misconduct of the Contracting Officer or
520 any of its officers, employees, agents, or assigns, (iii) negligence of the Contracting Officer or

any of its officers, employees, agents, or assigns, or (iv) damage or claims resulting from a malfunction of facilities owned and/or operated by the United States.

(h) The Contracting Officer shall not be responsible for losses or Project Water quality degradation of Water Delivered to the Contractor pursuant to this Contract beyond the delivery point(s) specified in subdivision (a) of this Article

MEASUREMENT OF WATER WITHIN THE CONTRACTOR’S SERVICE AREA

9. (a) Within five years of the effective date of this Contract, the Contractor shall ensure that, unless the Contractor establishes an alternative measurement program satisfactory to the Contracting Officer all surface water delivered for irrigation purposes within the Contractor’s Service Area is measured at each agricultural turnout and such water delivered for M&I purposes is measured at each M&I service connection. The Contractor shall ensure that all surface water delivered for irrigation purposes within the Contractor’s Service Area is measured at each agricultural turnout and such water delivered for M&I purposes is measured at each M&I service connection. The water measuring devices or water measuring methods of comparable effectiveness must be acceptable to the Contracting Officer. The Contractor shall be responsible for installing, operating, and maintain and repairing all such measuring devices and implementing all such water measuring methods at no cost to the United States. The Contractor shall use the information obtained from such water measuring devices or water measuring methods to ensure its proper management of the water, to bill water users for water delivered by the Contractor; and, if applicable, to record water delivered for M&I purposes by customer class as defined in the Contractor’s water conservation plan provided for in Article 20 of this Contract. Nothing herein contained, however, shall preclude the Contractor from establishing and collecting any charges, assessments, or other revenues authorized by California law. The

544 Contractor shall include a summary of all its annual surface water deliveries in the annual report
545 described in subdivision (c) of Article 20.

546 (b) To the extent the information has not otherwise been provided, upon
547 execution of this Contract, the Contractor shall provide to the Contractor Officer a written report
548 describing the measurement devices or water measuring methods being used or to be used to
549 implement subdivision (a) of this Article and identifying the agricultural turnouts and the M&I
550 service connections or alternative measurement programs approved by the Contracting Officer, at
551 which such measurement devices or water measuring methods are being used, and, if applicable,
552 identifying the locations at which such devices and/or methods are not yet being used including a
553 time schedule for implementation at such locations. The Contracting Officer shall advise the
554 Contractor in writing within 60 days as to the adequacy and necessary modifications, if any, of
555 the measuring devices or water measuring methods identified in the Contractor's report and if the
556 Contracting Officer does not respond in such time, they shall be deemed adequate. If the
557 Contracting Officer notifies the Contractor that the measuring devices or methods are inadequate,
558 the parties shall within 60 days following the Contracting Officer's response, negotiate in good
559 faith the earliest practicable date by which the Contractor shall modify said measuring devices
560 and/or measuring methods as required by the Contracting Officer to ensure compliance with
561 subdivision (a) of this Article.

562 (c) All new surface water delivery systems installed within the Contractor's
563 Service Area after the effective date of this Contract shall also comply with the measurement
564 provisions described in subdivision (a) of this Article.

(d) The Contractor shall inform the Contracting Officer and the State of California in writing by April 30 of each Year of the monthly volume of surface water delivered within the Contractor’s Service Area during the previous Year.

(e) The Contractor shall inform the Contracting Officer on or before the 7th calendar day of each month of the quantity of Irrigation Water and M&I Water taken during the preceding month.

TEMPORARY REDUCTIONS – RETURN FLOWS

10. (a) The United States shall make reasonable efforts, consistent with the most efficient overall operation of, the Project, to furnish water to the Contractor at the delivery points established pursuant to Article 8.

(b) The United States may temporarily discontinue or reduce the quantity of water to be furnished to the Contractor as herein provided for the purposes of such investigation, inspection, maintenance, repair, or replacement of any of the Project facilities or any part, thereof necessary for the furnishing of water to the Contractor, but so far as feasible the United States will give the Contractor notice in advance of such temporary discontinuance or reduction, except in case of emergency, in which case no notice is need be given: Provided, however, That the United States shall use its best efforts to avoid any discontinuance or reduction in service. Upon resumption of service after such reduction or discontinuance and if requested by the Contractor, the United States will attempt, to deliver the quantity of water which would have been furnished hereunder in the absence of such discontinuance or reduction.

(c) The United States reserves the right to all waste, seepage, and return-flow water derived from water furnished to the Contractor which escapes or is discharged beyond boundaries of the Contractor’s Service Area. Nothing herein shall be construed as claiming for

588 the United States any right, as waste, seepage, or return flow, to water being used pursuant to this
589 Contract for Surface irrigation or underground storage within the contractor's Service Area by
590 the Contractor, or those claiming by or through the Contractor.

591 CONSTRAINTS ON THE AVAILABILITY OF WATER

592 11. (a) In its operation of the Project, the Contracting Officer will use all
593 reasonable means to guard against a condition of shortage in the quantity of water to be made
594 available to the Contractor pursuant to this Contract. In the event the Contracting Officer
595 determines that a Condition of Shortage appears probable, the Contracting Officer will notify the
596 Contractor of said determination as soon as practicable.

597 (b) If there is a Condition of Shortage because of inaccurate runoff forecasting
598 or other similar operational errors affecting the Project; drought and other physical or natural
599 causes beyond the control of the Contracting Officer; or actions taken by the Contracting Officer
600 to meet current and future legal obligations, then except as provided in Subdivision (c) of Article
601 11, no liability shall accrue against the United States or any of its officers, agents, or employees
602 for any damage, direct or indirect, arising therefrom.

603 (c) In any Year in which that the Contracting Officer determines that there is a
604 shortage in the quantity of water available to customers of the United States from the New
605 Melones Unit of the Project, the Contracting Officer will:

606 (1) First allocate the available Project Water consistent with the draft CVP
607 M&I Water Shortage Policy on the effective date of this Contract as finally adopted after
608 environmental review for determining the amount of Project Water available or delivery to the
609 New Melones Unit Project Contractors.

610 (2) Second allocate any remaining available Project Water to meet up to
611 the full needs of the in-Basin contractors;

612 (3) Thirdly allocate any remaining supply among the remaining water
613 users capable of receiving water from said Unit, consistent with the existing contracts and
614 Project authorizations.

(d) Project Water furnished under this Contract for M&I purposes will be allocated in accordance with the then-existing Project M&I Water Shortage Policy. Such policy shall be amended, modified, or superseded only through a public notice and comment procedure.

(e) By entering into this Contract, the Contractor does not waive any legal rights or remedies it may have to file or participate in any administrative or judicial proceeding contesting (i) the sufficiency of the manner in which any Project M&I Water Shortage Policy adopted after the effective date of this Contract was promulgated; (ii) the substance of such a policy; or (iii) the applicability of such a policy. By agreeing to the foregoing, the Contracting Officer does not waive any legal defenses or remedies that it may then have to assert in such a proceeding.

TRANSFERS OR EXCHANGES OF WATER

12. Water furnished to the Contractor pursuant to this Contract shall not be sold, exchanged, or otherwise disposed of for use outside the Contractor's Service Area without prior written consent of the Contracting Officer.

WATER ACQUIRED BY THE CONTRACTOR
OTHER THAN FROM THE UNITED STATES

13. (a) Water or water rights now owned or hereafter acquired by the Contractor other than from the United States and Irrigation Water furnished pursuant to the terms of this Contract may be simultaneously transported through the same distribution facilities of the Contractor subject to the following: (i) if the facilities utilized for commingling Irrigation Water and non-Project water were constructed without funds made available pursuant to Federal Reclamation law, the provisions of Federal Reclamation law will be applicable only to the Landholders of lands which receive Irrigation Water; (ii) the eligibility of land to receive Irrigation Water must be established through the certification requirements as specified in the

639 Acreage Limitation Rules and Regulations (43 CFR Part 426); (iii) the water requirements of
640 Eligible Lands within the Contractor's Service Area can be established and the quantity of
641 Irrigation Water to be utilized is less than or equal to the quantity necessary to irrigate such
642 Eligible Lands; and (iv) if the facilities utilized for commingling Irrigation Water and non-
643 Project water are/were constructed with funds made available pursuant to Federal Reclamation
644 law, the non-Project water will be subject to the acreage limitation provisions of Federal
645 Reclamation law, unless the Contractor pays to the United States the incremental fee described in
646 43 CFR 426.15. In determining the incremental fee, the Contracting Officer will calculate
647 annually the cost to the Federal Government, including interest, on storing or delivering non-
648 Project water, which for the purposes of this Contract shall be determined as follows: The
649 quotient shall be the unpaid distribution system costs divided by the total irrigable acreage within
650 the Contractor's Service Area. The incremental fee per acre is the mathematical result of such
651 quotient times the interest rate determined using Section 202(3) of the Act of October 12, 1982
652 (96 Stat. 1263). Such incremental fee will be charged to each acre of excess or full cost land
653 within the Contractor's Service Area that receives non-Project water through Federally financed
654 or constructed facilities. The incremental fee calculation methodology will continue during the
655 term of this Contract absent the promulgation of a contrary Reclamation-wide rule, regulation, or
656 policy adopted after the Contractor has been afforded the opportunity to review and comment on
657 the proposed rule, regulation, or policy. If such rule, regulation, or policy is adopted it shall
658 supersede this provision.

659 (b) Water or water rights now owned or hereafter acquired by the Contractor,
660 other than from the United States, may be stored, conveyed, and/or diverted through Project
661 facilities, subject to the completion of appropriate environmental documentation, with the

662 approval of the Contracting Officer and the execution of any contract determined by the
663 Contracting Officer to be necessary, consistent with the following provisions:

664 (1) The Contractor may introduce non-Project water into Project
665 facilities and deliver said water to lands within the Contractor's Service Area, including
666 Ineligible Lands, subject to payment to the United States of an appropriate rate as determined by
667 the applicable Project ratesetting policy, the RRA, and the Project use power policy, if such
668 Project use power policy is applicable, each as amended, modified, or superseded from time to
669 time.

670 (2) Delivery of such non-Project water in and through Project facilities
671 shall only be allowed to the extent such deliveries do not: (i) interfere with other Project
672 purposes as determined by the Contracting Officer; (ii) reduce the quantity or quality of water
673 available to other Project Contractors; (iii) interfere with the delivery of contractual water
674 entitlements to any other Project Contractors; or (iv) interfere with the physical maintenance of
675 the Project facilities.

676 (3) The United States shall not be responsible for control, care, or
677 distribution of the non-Project water before it is introduced into or after it is delivered from the
678 Project facilities. The Contractor hereby releases and agrees to defend and indemnify the United
679 States, and their respective officers, agents, and employees, from any claim for damage to
680 persons or property, direct or indirect, resulting from the acts of the Contractor, its officers',
681 employees', agents', or assigns', act(s) in (i) extracting or diverting non-Project water from any
682 source, or (ii) diverting such non-Project water into Project facilities.

683 (4) Diversion of such non-Project water into Project facilities shall be
684 consistent with all applicable laws, and if involving groundwater, consistent with any applicable
685 groundwater management plan for the area from which it was extracted.

686 (5) After Project purposes are met, as determined by the Contracting
687 Officer, the United States and the Contractor shall share priority to utilize the remaining capacity
688 of the facilities declared to be available by the Contracting Officer for conveyance and
689 transportation of non-Project water prior to any such remaining capacity being made available to
690 non-Project contractors.

691 COMPLIANCE WITH FEDERAL RECLAMATION LAWS

692 14. (a) The parties agree that the delivery of irrigation water or use of Federal
693 facilities pursuant to this contract is subject to Federal reclamation law, including but not limited
694 to the Reclamation Reform Act of 1982 (43 U.S.C. 390aa, *et seq.*), as amended and
695 supplemented, and the rules and regulations promulgated by the Secretary of the Interior under
696 Federal reclamation law.

697 (b) The Contractor shall comply with all applicable Federal, State, and local
698 laws, executive orders, rules and regulations applicable to its performance under this Contract.

699 GENERAL OBLIGATION – BENEFITS CONDITIONED UPON PAYMENT

700 15. (a) The obligation of the Contractor to pay the United States as provided in
701 this contract is a general obligation of the Contractor notwithstanding the manner in which the
702 obligation may be distributed among the Contractor's water users and notwithstanding the
703 default of individual water users in their obligation to the Contractor.

704 (b) The payment of charges becoming due pursuant to this contract is a
705 condition precedent to receiving benefits under this contract. The United States shall not make
706 water available to the Contractor through Project facilities during any period in which the
707 Contractor is in arrears in the advance payment of water rates due the United States. The
708 Contractor shall not deliver water under the terms and conditions of this contract for lands or
709 parties that are in arrears in the advance payment of water rates as levied or established by the
710 Contractor.

711 CHARGES FOR DELINQUENT PAYMENTS

712 16. (a) The Contractor shall be subject to interest, administrative, and penalty
713 charges on delinquent payments. If a payment is not received by the due date, the Contractor
714 shall pay an interest charge on the delinquent payment for each day the payment is delinquent

beyond the due date. If a payment becomes 60 days delinquent, the Contractor shall pay, in addition to the interest charge, an administrative charge to cover additional costs of billing and processing the delinquent payment. If a payment is delinquent 90 days or more, the Contractor shall pay, in addition to the interest and administrative charges, a penalty charge for each day the payment is delinquent beyond the due date, based on the remaining balance of the payment due at the rate of 6 percent per year. The Contractor shall also pay any fees incurred for debt collection services associated with a delinquent payment.

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

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

PROTECTION OF WATER AND AIR QUALITY

17. (a) The United States will care for, operate and maintain reserved works in a manner that preserves the quality of the water at the highest level possible as determined by the Contracting Officer. The United States does not warrant the quality of the water delivered to the Contractor and is under no obligation to furnish or construct water treatment facilities to maintain or improve the quality of water delivered to the Contractor.

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

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

COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS

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

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

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

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

WATER CONSERVATION

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

Additionally, an effective water conservation and efficiency program shall be based on the Contractor's water conservation plan that has been determined by the Contracting Officer to meet the conservation and efficiency criteria for evaluating water conservation plans established under Federal law. The water conservation and efficiency program shall contain definite water conservation objectives, appropriate economically feasible water conservation measures, and times schedules for meeting those objectives. Continued Project Water delivery pursuant to this Contract shall be contingent upon the Contractor's continued implementation of such water conservation program. In the event the Contractor's water conservation plan or any revised water conservation plan completed pursuant to subdivision (d) of Article 20 of this Contract have not yet been determined by the Contracting Office to meet such criteria, due to circumstances which the Contracting Officer determines are beyond the control of the Contractor, water

deliveries shall be made under this Contract so long as the Contractor diligently works with the Contracting Officer to obtain such determination at the earliest practicable date, and thereafter the Contractor immediately begins implementing its water conservation and efficiency program in accordance with the time schedules therein.

(b) Should the amount of M&I Water delivered pursuant to this Contract equal or exceed two thousand (2,000) acre-feet per Year, the Contractor shall implement the best management practices identified in the California Great Basin Region's then-existing water conservation and efficiency criteria for such M&I Water unless any such practice is determined by the Contracting Officer to be inappropriate for the Contractor.

(c) The Contractor shall submit to the Contracting Officer a report on the status of its implementation of the water conservation plan on the reporting dates specified in the then existing conservation and efficiency criteria established under Federal law.

(d) At five (5)-Year intervals, the Contractor shall revise its water conservation plan to reflect the then-existing water conservation and efficiency criteria for evaluating water conservation plans established under Federal law and submit such revised water conservation plan to the Contracting Officer for review and evaluation. The Contracting Officer will then determine if the water conservation plan meets Reclamation's then-existing water conservation and efficiency criteria for evaluating water conservation plans established under Federal law.

(e) If the Contractor is engaged in direct groundwater recharge, such activity shall be described in the Contractor's water conservation plan.

BOOKS, RECORDS, AND REPORTS

20. The Contractor shall establish and maintain accounts and other books and records pertaining to administration of the terms and conditions of this contract, including the

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

CONTINGENT ON APPROPRIATION OR ALLOTMENT OF FUNDS

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

CHANGES IN CONTRACTOR’S SERVICE AREA OR ORGANIZATION

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

ASSIGNMENT LIMITED – SUCCESSORS AND ASSIGNS OBLIGATED

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

OFFICIALS NOT TO BENEFIT

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

CONFIRMATION OF CONTRACT

25. Promptly after the execution of this contract, the Contractor will provide to the Contracting Officer a certified copy of a final decree of a court of competent jurisdiction in the State of California, confirming the proceedings on the part of the Contractor for the authorization of the execution of this contract. This contract will not be binding on the United States until the Contractor secures a final decree.

NOTICES

26. Any notice, demand, or request authorized or required by this contract shall be deemed to have been given, on behalf of the Contractor, when mailed, postage prepaid, or delivered to the Area Manager, Bureau of Reclamation, Central California Area Office, 7794

846 Folsom Dam Road, Folsom, California 95630, and on behalf of the United States, when mailed,
847 postage prepaid, or delivered to the General Manager of the Contractor, 18885 Nugget Blvd,
848 Sonora, California 95370. The designation of the addressee or the address may be changed by
849 notice given in the same manner as provided in this article for other notices.

850 PRIVACY ACT COMPLIANCE

851 27. (a) The Contractor shall comply with the Privacy Act of 1974 (Privacy Act)
852 (5 U.S.C. § 552a) and the Department of the Interior rules and regulations under the Privacy Act
853 (43 C.F.R. § 2.45, et seq.) in maintaining landholder certification and reporting records required
854 to be submitted to the Contractor for compliance with sections 206, 224(c), and 228 of the
855 Reclamation Reform Act of 1982 (43 U.S.C. §§ 390ff, 390ww, and 390zz), and pursuant to
856 43 C.F.R. § 426.18.

857 (b) With respect to the application and administration of the criminal penalty
858 provisions of the Privacy Act (5 U.S.C. § 552a(i)), the Contractor and the Contractor's
859 employees who are responsible for maintaining the certification and reporting records referenced
860 in paragraph (a) above are considered to be employees of the Department of the Interior. See
861 5 U.S.C. § 552a(m).

862 (c) The Contracting Officer or a designated representative shall provide the
863 Contractor with current copies of the Department of the Interior Privacy Act regulations and the
864 Bureau of Reclamation Federal Register Privacy Act System of Records Notice (Interior/WBR-
865 31, Acreage Limitation) which govern the maintenance, safeguarding, and disclosure of
866 information contained in the landholders' certification and reporting records.

867 (d) The Contracting Officer shall designate a full-time employee of the
868 Bureau of Reclamation to be the System Manager responsible for making decisions on denials
869 pursuant to 43 C.F.R. §§ 2.61 and 2.64 and amendment requests pursuant to 43 C.F.R. § 2.72.
870 The Contractor is authorized to grant requests by individuals for access to their own records.

871 (e) The Contractor shall forward promptly to the System Manager each
872 proposed denial of access under 43 C.F.R. § 2.64 and each request for amendment of records
873 filed under 43 C.F.R. § 2.71; notify the requester accordingly of such referral; and provide the
874 System Manager with information and records necessary to prepare an appropriate response to
875 the requester. These requirements do not apply to individuals seeking access to their own
876 certification and reporting forms filed with the Contractor pursuant to 43 C.F.R. § 426.18 unless
877 the requester elects to cite the Privacy Act as authority for the request.

878 MEDIUM FOR TRANSMITTING PAYMENTS

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

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

887 INCORPORATION OF EXHIBITS

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

889 CONTRACTING DRAFTING CONSIDERATIONS

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

OPINIONS AND DETERMINATIONS

895 31. (a) Where the terms of this Contract provide for actions to be based upon the
896 opinion or determination of either party to this Contract, said terms shall not be construed as
897 permitting such action to be predicated upon arbitrary, capricious, or unreasonable opinions or
898 determinations. Both parties, notwithstanding any other provisions of this Contract, expressly
899 reserve the right to seek relief from and appropriate adjustment for any such arbitrary, capricious,
900 or unreasonable opinion or determination. Each opinion or determination by either party shall be
901 provided in a timely manner. Nothing in subdivision (a) of Article 18 of this Contract is intended
902 to or shall affect or alter the standard of judicial review applicable under Federal law to any
903 opinion or determination implementing a specific provision of Federal law embodied in statute
904 or regulation.

905 (b) The Contracting Officer shall have the right to make determinations
906 necessary to administer this Contract that are consistent with the provisions of this Contract, the
907 laws of the United States and of the State of California, and the rules and regulations

promulgated by the Secretary of the Interior. Such determinations shall be made in consultation with the Contractor to the extent reasonably practicable.

TITLE TO PROJECT LANDS AND FACILITIES

32. Title to Project land and facilities will remain in the name of the United States until such time as Congress authorizes title to be transferred and until such time title is actually transferred through required procedures.

UNAVOIDABLE GROUNDWATER PERCOLATION

33. To the extent applicable, the Contractor shall not be deemed to have delivered Irrigation Water to Excess Lands or Ineligible Lands within the meaning of this Contract if such lands are irrigated with groundwater that reaches the underground strata as an unavoidable result of the delivery of Irrigation Water by the Contractor to Eligible Lands.

COORDINATION AND COOPERATION

34. (a) In order to further their mutual goals and objectives, the Contracting Officer and the Contractor shall communicate, coordinate, and cooperate with each other, and with other affected Project Contractors, in order to improve the operation and management of the Project. The communication, coordination, and cooperation regarding operations and management shall include, but not be limited to, any action which will or may materially affect the quantity or quality of Project Water supply, the allocation of Project Water supply, and Project financial matters including, but not limited to, budget issues. The communication, coordination, and cooperation provided for hereunder shall extend to all provisions of this Contract. Each party shall retain exclusive decision making authority for all actions, opinions, and determinations to be made by the respective party.

930 (b) Within 120 days following the effective date of this Contract, the
931 Contractor, other affected Project Contractors, and the Contracting Officer shall arrange to meet
932 with interested Project Contractors to develop a mutually agreeable, written Project-wide
933 process, which may be amended as necessary separate and apart from this Contract. The goal of
934 this process shall be to provide, to the extent practicable, the means of mutual communication
935 and interaction regarding significant decisions concerning Project operation and management on
936 a real-time basis.

937 (c) In light of the factors referred to in subdivision (b) of Article 3 of this
938 Contract, it is the intent of the Secretary to improve water supply reliability. To carry out this
939 intent:

940 (1) The Contracting Officer will, at the request of the Contractor, assist
941 in the development of integrated resource management plans for the Contractor. Further, the
942 Contracting Officer will, as appropriate, seek authorizations for implementation of partnerships
943 to improve water supply, water quality, and reliability.

944 (2) The Secretary will, as appropriate, pursue program and project
945 implementation and authorization in coordination with Project Contractors to improve the water
946 supply, water quality, and reliability of the Project for all Project purposes.

947 (3) The Secretary will coordinate with Project Contractors and the
948 State of California to seek improved water resource management.

949 (4) The Secretary will coordinate actions of agencies within the
950 Department of the Interior that may impact the availability of water for Project purposes.

951 (5) The Contracting Officer shall periodically, but not less than
952 annually, hold division level meetings to discuss Project operations, division level water
953 management activities, and other issues as appropriate.

954 (d) Without limiting the contractual obligations of the Contracting Officer
955 under the other Articles of this Contract, nothing in this Article shall be construed to limit or
956 constrain the Contracting Officer's ability to communicate, coordinate, and cooperate with the
957 Contractor or other interested stakeholders or to make decisions in a timely fashion as needed to
958 protect health, safety, or the physical integrity of structures or facilities.

959 CONTRACTOR TO PAY CERTAIN MISCELLANEOUS COSTS

960 35. In addition to all other payments to be made by the Contractor pursuant to this
961 Contract, the Contractor shall pay to the United States, within 60 days after receipt of a bill and
962 detailed statement submitted by the Contracting Officer to the Contractor for such specific items
963 of direct cost incurred by the United States for work requested by the Contractor associated with
964 this Contract plus indirect costs in accordance with applicable Bureau of Reclamation policies
965 and procedures. All such amounts referred to in this Article shall not exceed the amount agreed
966 to in writing in advance by the Contractor. This Article shall not apply to costs for routine
967 contract administration.

968 EXISTING OR ACQUIRED WATER OR WATER RIGHTS

969 36. Except as specifically provided in Article 13 of this Contract, the provisions of
970 this Contract shall not be applicable to or affect non-Project water or water rights now owned or
971 hereafter acquired by the Contractor or any user of such water within the Contractor's Service
972 Area. Any such water shall not be considered Project Water under this Contract. In addition,
973 this Contract shall not be construed as limiting or curtailing any rights which the Contractor or

any water user within the Contractor’s Service Area acquires or has available under any other contract pursuant to Federal Reclamation law.

SEVERABILITY

37. In the event that any one or more of the provisions contained herein is, for any reason, held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provisions of this Contract, but this Contract is to be construed as if such invalid, illegal or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause the fundamental benefits afforded the Parties by this Contract to become unavailable or materially altered.

RESOLUTION OF DISPUTES

38. Should any dispute arise concerning any provisions of this Contract, or the parties’ rights and obligations thereunder, the parties shall meet and confer in an attempt to resolve the dispute. Prior to the Contractor commencing any legal action, or the Contracting Officer referring any matter to Department of Justice, the party shall provide to the other party 30 days’ written notice of the intent to take such action; *Provided*, That such notice shall not be required where a delay in commencing an action would prejudice the interests of the party that intends to file suit. During the 30-day notice, period, the Contractor and the Contracting Officer shall meet and confer in an attempt to resolve the dispute. Except as specifically provided, nothing herein is intended to waive or abridge any right or remedy that the Contractor or the United States may have.

995 FEDERAL LAWS

996 39. By entering into this Contract, the Contractor does not waive its rights to contest
997 the validity or application in connection with the performance of the terms and conditions of this
998 Contract of any Federal law or regulation; *Provided*, That the Contractor agrees to comply with
999 the terms and conditions of this Contract unless and until relief from application of such Federal
1000 law or regulation to the implementing provision of the Contract is granted by a court of
1001 competent jurisdiction.

1002 CONTRACT COMPLIANCE REVIEW

1003 40. Each Party to this Contract hereby expressly acknowledges and affirms the
1004 authority of the Contracting Officer to conduct contract compliance reviews ensuring contract
1005 compliance, in strict accordance with the provisions of Reclamation law and policy.

1006 IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day
1007 and year first above written.

1008 THE UNITED STATE OF AMERICA

1009 By: _____
1010 Regional Director
1011 Interior Region 10: California-Great Basin
1012 Bureau of Reclamation

1013 TUOLUMNE UTILITIES DISTRICT

1014 By: _____
1015 President, Board of Directors

1016 Attest:

1017 By: _____
1018 Secretary of the Board of Directors
1019

EXHIBIT A

CONTRACTOR'S SERVICE AREA
TUOLUMNE UTILITIES DISTRICT
MUNICIPAL & INDUSTRIAL
PROPOSED CVP M&I WATER SERVICE AREA

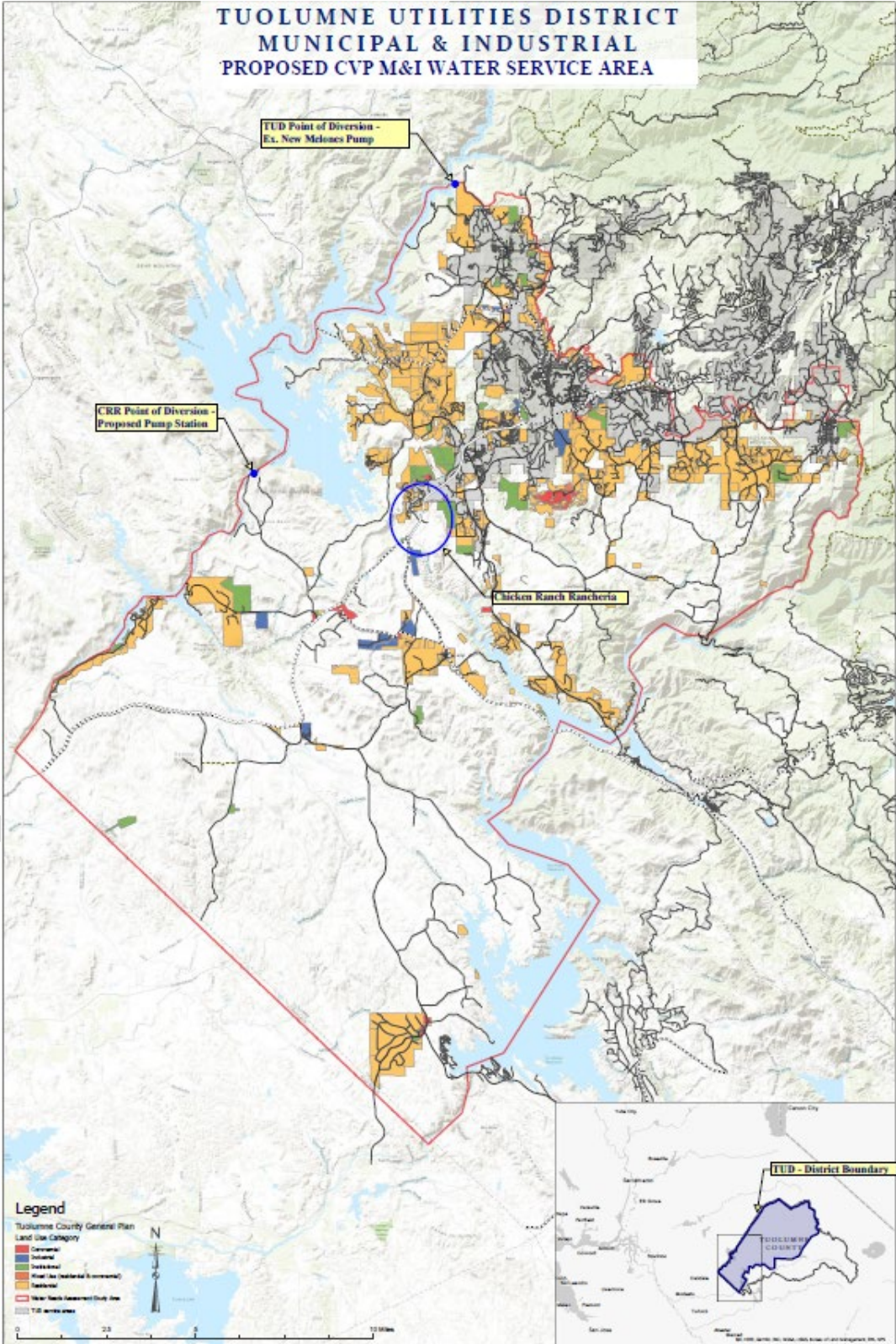


EXHIBIT B
RATES AND CHARGES

		Ag and M&I
		Contract No. 25-WC-20-6370
Exhibit B		
Tuolumne Utilities District		
2025 Rates and Charges		
(Per Acre-Foot)		
	Irrigation Water	M&I Water
COST-OF-SERVICE (COS) RATE		
Construction Component	N/A	N/A
Folsom Safety of Dams	\$0.38	\$0.62
O&M Component		
Water Marketing	\$12.20	\$9.93
Storage	\$12.68	\$16.66
Conveyance/ XM Storage Estimated	\$0.28	\$0.10
Deficit Cost Component	\$0.00	\$0.00
TOTAL COS RATE	\$25.54	\$27.31
IRRIGATION FULL COST RATE (RRA)		
Section 202(3) Rate is applicable to a Qualified Recipient or to a Limited Recipient receiving irrigation water on or before October 1, 1981.	TBD	N/A
Section 205(a)(3) Rate is applicable to a Limited Recipient that did not receive irrigation water on or before October 1, 1981.	TBD	N/A
CHARGES AND ASSESSMENTS <i>(Payments in Addition to Rates)</i>		
P.L. 102-575 Surcharges (Restoration Fund Payments) ¹ [Section 3407(d)(2)(A)]	\$13.33	\$26.67
P.L. 106-377 Assessment (Trinity Public Utilities District) ² [Appendix B, Section 203]	N/A	N/A
EXPLANATORY NOTES		
1 The surcharges were determined pursuant to Title XXXIV of P.L. 102-575. Restoration Fund surcharges under P.L. 102-575 are determined on a fiscal year basis (10/1-9/30).		
2 The Trinity Public Utilities District Assessment is part of the water marketing rate on Section A-2A. It is not shown separately.		



**STOCKTON
EAST WATER
DISTRICT**
PROVIDING SERVICE SINCE 1948
www.sewd.net

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Richard Atkins
President
Division 1

Andrew Watkins
Division 2

Alvin Cortopassi
Division 3

Melvin Panizza
Division 4

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Paul Nakaue
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VIA ELECTRONIC TRANSMISSION

Mr. Drew Lessard
Area Manager
United States Bureau of Reclamation
Central California Area Office
7794 Folsom Dam Road
Folsom, CA 95630
dlessard@usbr.gov

Re: New Melones Water Supply Contract with Tuolumne Utilities District

Dear Drew:

Pursuant to request of the Tuolumne Utilities District ("TUD"), Stockton East Water District confirms that we do not oppose the Bureau of Reclamation entering into a contract with TUD for water service from the New Melones Unit of the Central Valley Project in an amount not to exceed 6,000 acre-feet annually. The district also acknowledges, in accordance with the law governing the New Melones Project, that TUD, as an in-basin contractor, will have first priority to that 6,000 acre-feet from New Melones.

Sincerely,


Mr. Justin Hopkins
General Manager

**THE CENTRAL SAN JOAQUIN WATER
CONSERVATION DISTRICT**

"67,000 acres of diversified family farms in San Joaquin County, California"
11 S. San Joaquin St., Ste. 306, Stockton, California 95202
(209) 466-7952 • FAX 466-7953

DIRECTORS
EUGENE CAFFESE
TONY CHIAPPE
RICHARD WAGNER
GRANT THOMPSON
RICHARD VELDSTRA

COUNSEL
REID W. ROBERTS

November 5, 2024

Drew Lessard
Area Manager, Bureau of Reclamation
Central California Area Office
7794 Folsom Dam Rd
Folsom CA 95630

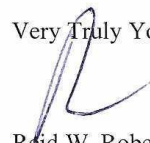
RE: New Melones Water Supply Contract with Tuolumne Utilities District

Dear Mr. Lessard,

Please be advised that Central San Joaquin Water Conservation District has been informed of a negotiation between Tuolumne Utilities District and the Bureau of Reclamation for a Water Service Contract from New Melones Reservoir. Central does not oppose a negotiation and execution of a contract for the water supply.

If you have any questions please contact the undersigned.

Very Truly Yours,



Reid W. Roberts, Secretary
Central San Joaquin Water
Conservation District

CC: TUD

Appendix B

US Bureau of Reclamation, Long-Term Water Service Contract, Draft NEPA Environmental Assessment



— BUREAU OF —
RECLAMATION

CGB-ED-2026-026

Draft Environmental Assessment

Tuolumne Utilities District Long-Term Water Service Contract

California – Great Basin Region

Mission Statements

The U.S. Department of the Interior protects and manages the Nation's natural resources and cultural heritage; provides scientific and other information about those resources; honors its trust responsibilities or special commitments to American Indians, Alaska Natives, Native Hawaiians, and affiliated Island Communities.

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

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Acronyms and Abbreviations

°F	degrees Fahrenheit
AF	acre-feet
AFY	acre-feet per year
APE	Area of Potential Effects
Basin Plan	Water Quality Control Plan for the Sacramento River Basin and the San Joaquin River Basin
CFR	Code of Federal Regulations
Contract	Long-Term Water Service Contract
CRR	Chicken Ranch Rancheria
CVP	Central Valley Project
CVPIA	Central Valley Project Improvement Act
CVRWQCB	Central Valley Regional Water Quality Control Board
Delta	Sacramento-San Joaquin Delta
DPS	Distinct Population Segments
EA	Environmental Assessment
EIS	Environmental Impact Statement
ESA	Federal Endangered Species Act of 1973, as amended
ESU	Evolutionarily Significant Unit
FCA	Flood Control Act
FERC	Federal Energy Regulatory Commission
ITA	Indian Trust Asset
LTO	long-term operation
M&I	municipal and industrial

NEPA	National Environmental Policy Act
New Melones Unit Basin Plan	1980 Special Report: Basin Alternatives and Water Allocations
NHPA	National Historic Preservation Act
PG&E	Pacific Gas and Electric
Reclamation	U.S. Department of the Interior, Bureau of Reclamation
SHPO	State Historic Preservation Officer
Special-Status Species	Any plant, wildlife, or aquatic species that are granted protection by a federal, state, or local agency
SWP	State Water Project
TAF	thousand acre-feet
TUD	Tuolumne Utilities District
U.S.C.	United States Code
USFWS	U.S. Fish and Wildlife Service
WNA	Water Needs Assessment

1. Introduction

In accordance with the National Environmental Policy Act of 1969 (NEPA), as amended, Reclamation prepared this EA to evaluate and disclose potential environmental impacts associated with Reclamation's Federal Action: the execution of a long-term (25-year) Water Service Contract (Contract) with Tuolumne Utilities District (TUD). The Contract would provide for diversion of up to 6,000 acre-feet per year (AFY) of Central Valley Project (CVP) water through the existing municipal intake at New Melones Reservoir, and conveyance to TUD's service area for beneficial use. See Figure 1, TUD CVP Municipal and Industrial (M&I) Service Area map.

New Melones Reservoir impounds the Stanislaus River, between the historic mining towns of Sonora and Angels Camp on Highway 49, sixty miles upstream of the confluence with the San Joaquin River. New Melones Reservoir is in Section 26, Township 2 North, Range 13 East, Mount Diablo Principal Meridian. The New Melones Reservoir is among oak woodlands in the Sierra Nevada foothills, sited at an elevation of 1,100 ft above sea level. The headwaters of the Stanislaus River originate in the alpine lakes over 9,000 feet above sea level east of the New Melones Reservoir, most of which are in the Stanislaus National Forest.

The reservoir has a storage capacity of 2,400,000 acre-feet (AF) of water with 100 miles of shoreline, and a water surface area of 12,500 square acres. Summer temperatures range from 85-100 degrees Fahrenheit (°F) and winter temperatures range from 32-60 °F¹.

Proposed action Location

Other than its water supply function, existing uses of the New Melones Reservoir and surrounding areas include recreational uses, e.g., camping, hiking, biking and horseback riding, boating, fishing, and water sports. The New Melones Reservoir is surrounded by land owned and managed by Reclamation, the Bureau of Land Management, and private property in the neighboring communities of Angels Camp to the north, Copperopolis to the west, and Jamestown and Sonora to the southeast (Figure 2. Project Location map).

¹ U.S. Department of the Interior, Bureau of Reclamation, 2023. New Melones Lake. <https://www.recreation.gov/camping/gateways/25>. Accessed 2/6/26

1.1 Project Purpose and Need

Reclamation proposes to execute a Contract with TUD for the delivery of up to 6,000 acre-feet per year (AFY) of CVP water from the New Melones (NM) Project. The Contract is needed to provide CVP water for beneficial uses related to the delivery of water from the New Melones Project to TUD customers. The purpose of the Contract is to fulfill our obligations under the CVPIA and the laws governing the NM Project.

1.2 Background

The Flood Control Act (FCA; Title 33 Pub. L. 87-874) of 1962 provides that the New Melones Dam and Reservoir would become part of the CVP, operated and maintained by the Secretary of the Interior pursuant to Federal reclamation laws, and states “first preference... shall be given, under reclamation law, to preference customers in Tuolumne and Calaveras Counties, California, for use in that county.” The FCA of October 23, 1962, expanded and reauthorized the project to provide additional benefits, as well as making the project an integral part of the Central Valley Project (CVP). The multipurpose functions of the New Melones Unit include flood control, irrigation, M&I supply, power, fishery enhancement, and recreation. The reauthorizing legislation (P.L. 87-874) provides in part “...That before initiating any diversions of water from the Stanislaus River Basin in connection with operation of the CVP, the Secretary of the Interior shall determine the quantity of water required to satisfy all existing and anticipated future needs within the basin and the diversion shall at all times be subordinate to the quantities so determined...”

The Central Valley Project Improvement Act (CVPIA) specifically exempted TUD’s proposed water service contract from the prohibition against execution of new contracts and authorized the Secretary of the Interior to enter into a long-term contract with TUD for the delivery of project water from the New Melones Unit to TUD’s water distribution system:

In summary, CVPIA, Title 34 Public Law 102-575 of 1992²: “...provides for water resource projects throughout the west and mandates the protection, restoration, and enhancement of fish and wildlife in water resources. The CVPIA placed limits on new contracts for water supply from the CVP other than for fish and wildlife projects pending further environmental studies and review by the State Water Resources Control Board. However Section 3404(b) of the CVPIA specifies, by name, that the Secretary is authorized, pursuant to section 203 of the Flood

² U.S. Department of the Interior, Bureau of Reclamation 2024. Central Valley Project Improvement Act. January 1, 2024. <https://www.usbr.gov/mp/cvpia/> Accessed December 27, 2024

Control Act of 1962, to enter into a long-term contract, in accordance with the Reclamation laws, with TUD (preceded by Tuolumne Regional Water District), for the delivery of water from the New Melones Project to TUD's water distribution system".

A special report on the Stanislaus River Basin alternatives and water allocations was prepared by the Region in September 1980. The 1980 Report constituted part of the Final Environmental Impact Statement (Final EIS) for the New Melones Unit and considered seven alternative plans before recommending the approved plan³ for the water allocation and reservoir operation of the New Melones Unit. In addition to the water allocation and reservoir operations for the full reservoir, the 1980 Report also considered the water supplies available with storage levels other than the full storage capacity authorized by Congress. The 'September 1980 Stanislaus River Basin Alternatives and Water Allocation: Special Report'⁴, recommended that the "minimum basin" designation should be the proposed "statutory preference area" which would have the highest priority for water from New Melones. This area would include the hydrologic basin of the Stanislaus River as well as those areas outside the basin that hold water rights and water rights agreements for Stanislaus River water.

The "Mi-Wuk, Tuolumne Ditch, and Sonora subareas" in Tuolumne County are included in the topographic drainage basin, in the "statutory preference area" which has the highest priority of water from New Melones. It is referred to as the "Lower Tuolumne subarea" and is included in each of the basins considered in the 1980 EIS. The Basin Report contemplated that Tuolumne County would use 6,000 AFY in the year 2000 (5 TAF for agriculture and 1,000 AFY for municipal), and 9,000 AFY in the year 2020. Under the water requirements of the preferred plan from the Special Report, Basin 2 includes water demands in Tuolumne County, and the remaining firm water supply of 49,000 AF in year 2020, to be allocated to the CSJWCD (Figure 3; Map of Basin 2).

The Proposed Action is requesting 4.9 TAF of agricultural water. Reclamation's Basin Study and Final EIS analyzed 7.6 TAF of agricultural water beginning with the year 2020 and beyond. The Proposed Action is also requesting 1.1 TAF for Municipal and Industrial (M&I) use while the Final EIS analyzed 1.4 TAF for M&I use in 2020 and beyond. In both circumstances the amount being requested is less than the amounts that were allocated and analyzed previously by Reclamation. The remaining interim water supply amounts

³ The approved plan was Alternative Plan Number 2 with service to Stanislaus River Basin Number 2.

⁴ US Department of the Interior—Water and Power Resources Service, Mid-Pacific Region, 1980. New Melones Unit, Central Valley Project, California: Stanislaus River Basin Alternatives and Water Allocation: Special Report. September. [New Melones Special Report September 1980](#) Accessed February 12, 2025.

to 149,000 AF in year 2000 for the recommended plan 2 with basin 2 to be allocated first to the CSJWCD, and then to the SEWD. This recommendation was adopted by the Secretary of the Interior in its Record of Decision on April 20, 1981⁵.

The contracts executed between Reclamation and CSJWCD and SEWD confirm that a portion of CSJWCD's and all of SEWD's contract supply is interim water, which is defined in the contracts as "that portion of the water supply available from the New Melones Unit during the buildup to full Basin requirements which will be withdrawn as the need within the Basin develop."⁶ Further, Section 3(a) of the SEWD contract specifically provides:

The contractor understands and agrees that the water supply provided pursuant to this Contract is an interim water supply. As the Basin use develops or if the interim water supply available to Central San Joaquin Water Conservation District pursuant to its contract with the United States is increased, the Contractor's interim water supply may be reduced for subsequent Years as determined by the Contracting Officer upon a minimum of one Year written notification to the Contractor.

As anticipated, should the proposed Action result in a Contract between Reclamation and TUD, that Contract will be for firm in-basin water, and will reduce the amount available to interim contractors by a like amount, as anticipated by the Basin Study and the CVP contracts.

1.3 Parties to the Contract

The proposed Contract would be between Reclamation and TUD. Reclamation owns and operates the New Melones Project with a reservoir storage volume of 2.4 million AF. New Melones Reservoir is located on the Stanislaus River in the central Sierra Nevada foothills, within Calaveras County and Tuolumne County, California (TUD 2020)⁷. TUD, through its predecessor agency, the Tuolumne Regional Water District, is recognized by Reclamation, through Section 3404(b) of the CVPIA, as eligible to enter into a Contract for the delivery of CVP water from the New Melones Project. TUD serves the agricultural,

⁵ U.S. Department of the Interior—Water and Power Resources Service, 1981. Record of Decision—Stanislaus River Basin Alternatives and Water Allocation—New Melones Unit, Central Valley Project, California. April 20, 1981.

⁶ Contract Between the United States and Stockton East Water District Providing for Project Water Service and Facilities Repayment dated September 28, 2020 at p. 6.

⁷ TUD 2020. Resolution No. 21-20. A Resolution of the Tuolumne Utilities District Authorizing the General Manager to Execute a Letter of Agreement With the United States Bureau of Reclamation for a Long-Term Water Service Contract for Conveyance of Central Valley Project Water from the New Melones Reservoir. June 23, 2020

residential, commercial, and industrial sectors of Tuolumne County including the Chicken Ranch Rancheria (CRR) of Me-Wuk Indians of California, a federally recognized autonomous Native American Tribe of California.

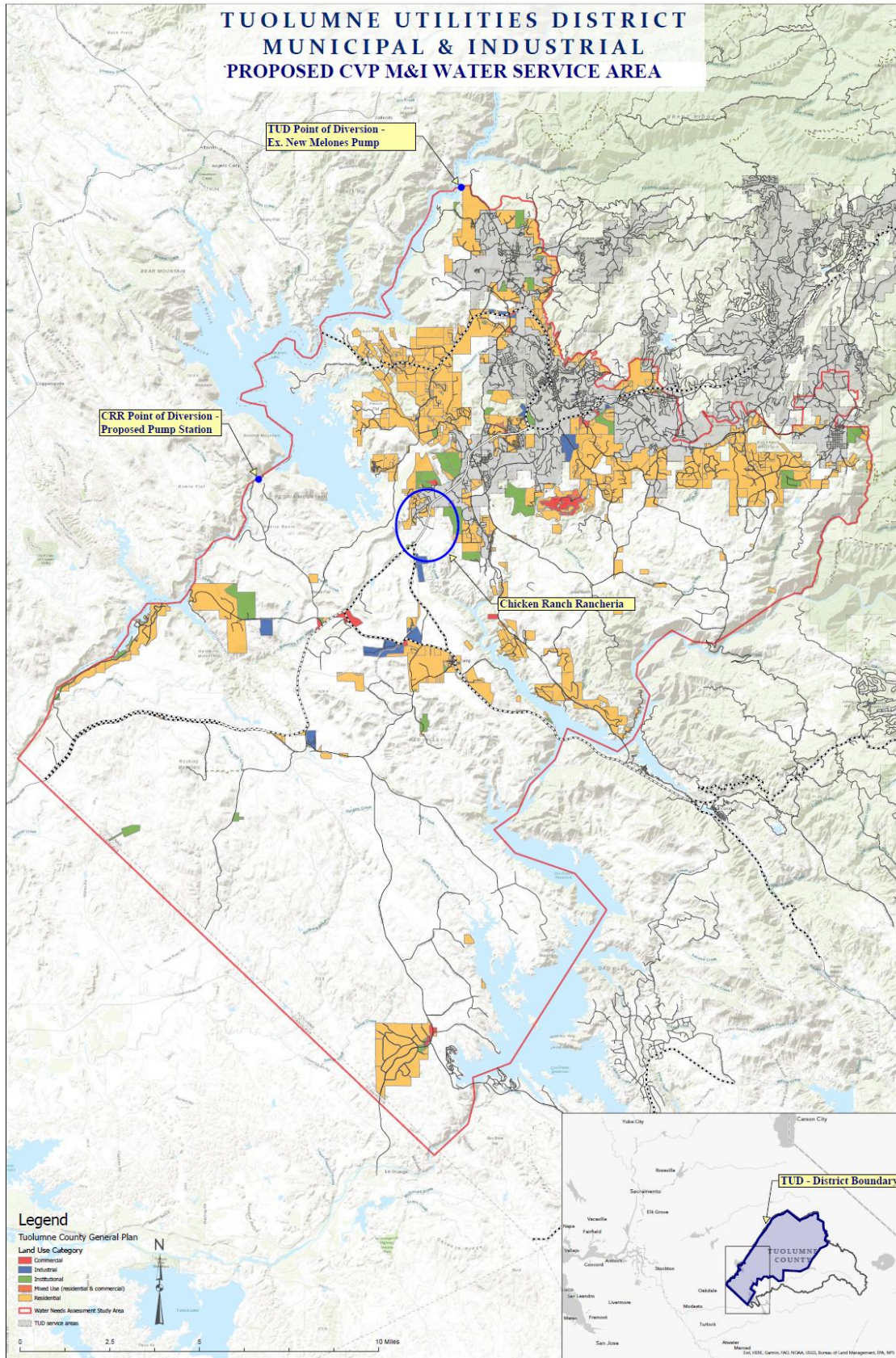


Figure 1 TUD CVP Municipal and Industrial Water Service Area

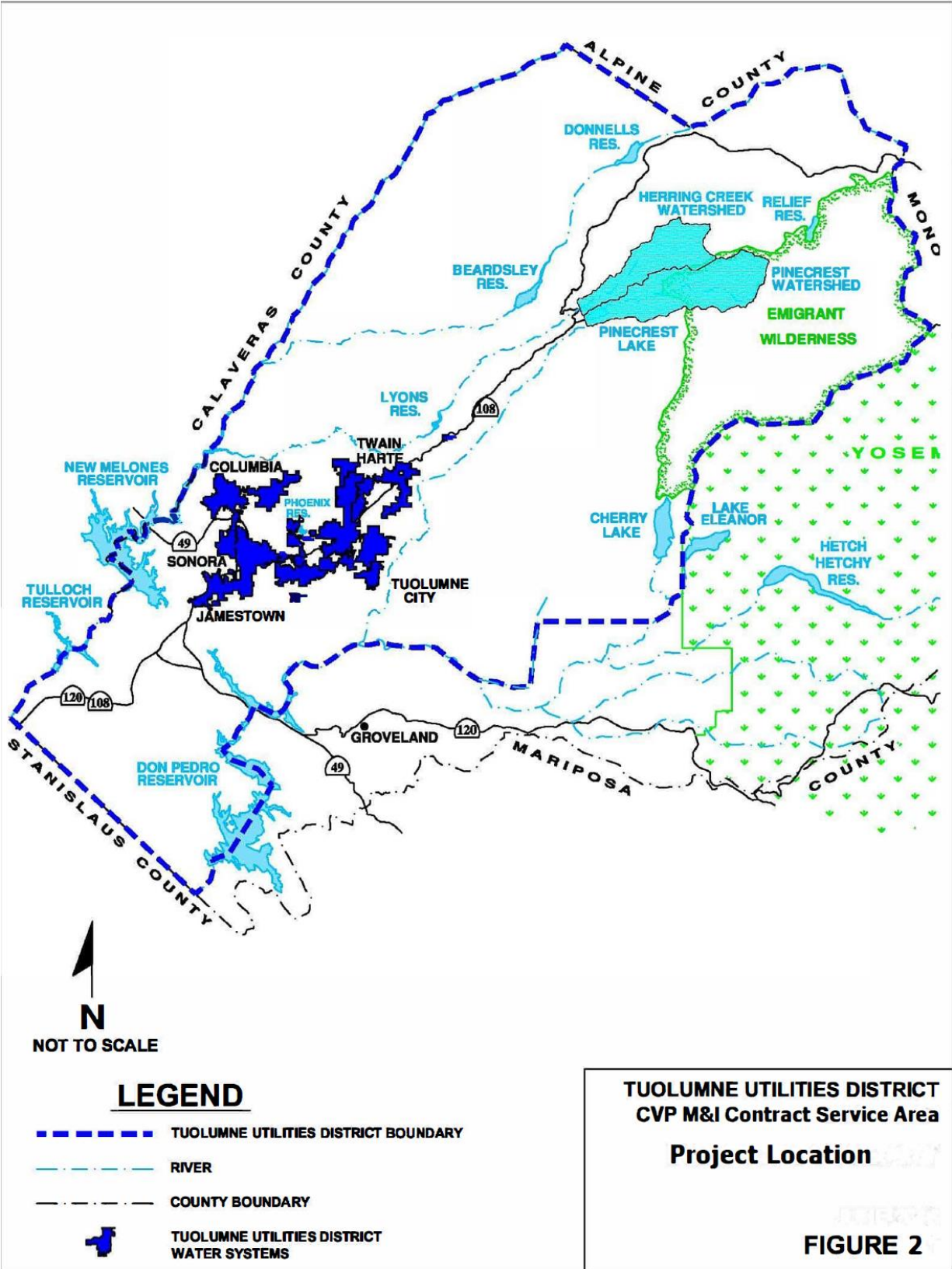


Figure 2 Project Location

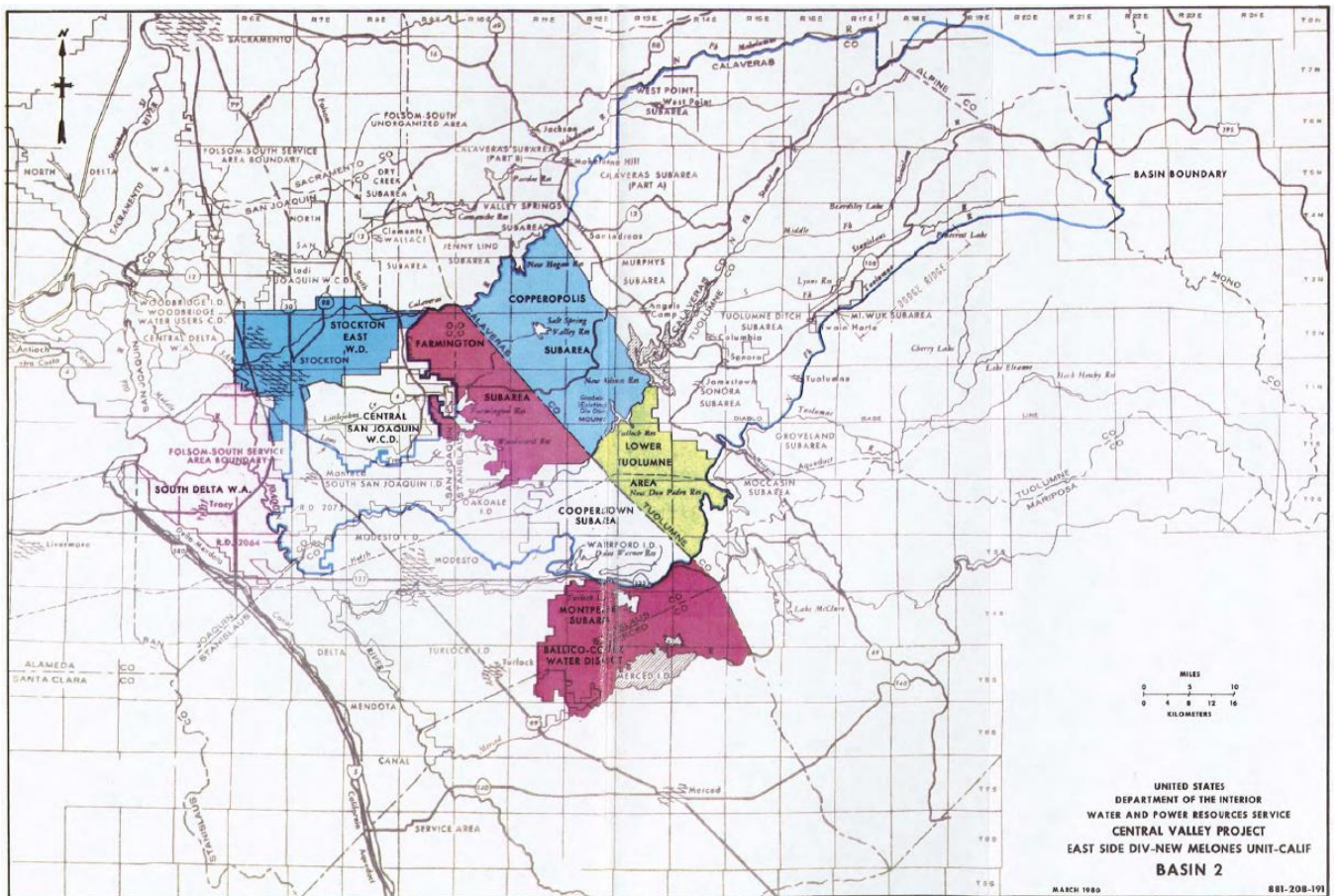


Figure 3 Map of Basin 2; 1980 New Melones Basin Allocation Study

2. Alternatives

2.1 Introduction

The two alternatives being considered in this EA are the No Action Alternative and the Proposed Action. The No Action Alternative reflects future conditions without the execution of the proposed Contract and serves as a basis of comparison. The Proposed Action reflects future conditions with the execution of a Contract between Reclamation and TUD.

2.2 No Action Alternative

Under the “no action alternative” TUD would continue to rely on water from Pacific Gas and Electric’s Phoenix Project, which is sufficient to satisfy TUD’s current demands; however, if growth in M&I or Agricultural demands were to occur in the areas south and west of Jamestown, including the Chicken Ranch Rancheria, then TUD would need to develop alternative sources of water supply and/or would need to construct a new reservoir. There are currently no reliable sources of groundwater that can provide 6,000 AFY. In addition, there are limited sites suitable for a multi-thousand-acre-foot reservoir to store surface water and the environmental impacts of constructing a dam and reservoir would be significant. Lastly, TUD recently upgraded its wastewater treatment facility to produce Title 22 Tertiary Recycled Water. TUD currently has contracts for that water and it is already used for agricultural purposes, so this water source is not available to satisfy new demands. In summary, without the water provided by the Proposed Action, TUD would not be able to satisfy future demands.

Therefore, for the ‘No Action Alternative’ environmental analysis, it is assumed that the existing water uses within the New Melones Project would continue as is: the 6,000 AFY of CVP water would, depending upon water year type, be delivered to existing CVP contractors of the East Side Division, or remain in storage at New Melones Reservoir. Currently, the East Side Division is composed of Central San Joaquin Water Conservation District (CSJWCD) and Stockton East Water District (SEWD). Under the No Action Alternative, Reclamation would continue to operate the CVP, including New Melones Reservoir, in accordance with the Coordinated Long-Term Operation of the CVP and State Water Project (LTO) Environmental Impact Statement (EIS) and associated Record of Decision (ROD) (Reclamation 2024)⁸.

⁸ U.S. Bureau of Reclamation. 2023-2024. Reinitiation of Consultation on the Coordinated Long-Term Operation of the Central Valley Project and State Water Project. Sacramento, California. [Bureau of Reclamation](#)
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Under the No Action Alternative, Reclamation would not exercise the provision of the 1962 FCA or Section 3404(b) of the CVPIA. This would result in TUD being unable to meet its objectives, specifically to diversify and improve its local water supply portfolio, meet its future customers' demands, and increase its resiliency to disasters such as wildfires or other catastrophic events.

2.3 Proposed Action

Reclamation proposes to execute a 25-year Water Service Contract (Contract) with TUD for delivery of up to 6,000 AFY of CVP water from New Melones Reservoir (owned and operated by Reclamation). This CVP water is from existing New Melones Unit contract supplies within the Eastside Division. As an in basin contractor, TUD has priority to this water, which would be delivered based on hydrologic conditions and CVP operations either through releases from New Melones Reservoir or by reducing interim deliveries to SEWD or CSJWCD, consistent with their contract provisions. As discussed in Section 4.3.1.3 of this EA, based on historical data, TUD's proposed CVP contract is not expected to reduce either district's ability to serve its customers under various hydrologic conditions. When shorted, either CSJWCD or SEWD could experience an up to 6,000 AFY reduction in water delivery. However, if necessary, CSJWCD and SEWD can pump groundwater in compliance with the Eastern San Joaquin Groundwater Sustainability Plan (GSP) which is the mechanism by which these Districts comply with the Sustainable Groundwater Management Act (SGMA).

2.3.1 Proposed Contract Terms and Delivery Schedule

As discussed above, the Secretary of the Interior is authorized, pursuant to Section 203 of the 1962 FCA, "to enter into a long-term contract in accordance with the Reclamation laws with the Tuolumne Regional Water District for the delivery of water from the New Melones project to the county's water distribution system."

Under 'Water to be Furnished to the Contractor' the Contract would authorize TUD to enter into a subcontract with CRR for "the resale and distribution of Project Water furnished pursuant to Article 3(b) of this Contract within the Contractor's Service Area."

Relevant to the constraints on the availability of water, which would be modified by the Proposed Action, Reclamation notified CVP Eastside Division Water contractors on December 22, 2021, that Reclamation intended to implement a CVP Eastside Division water shortage policy beginning with the 2022 water year. Reclamation stated its intent to apply the San Joaquin 60-20-20 Index at the 90 percent exceedance level to determine the water year type and allocation for the Eastside Division Contractors. The

San Joaquin 60-20-20 Index is updated monthly from December until May, at which point the May 60-20-20 San Joaquin index at the 90 percent exceedance level will be set as the final San Joaquin Index for the rest of the water year. The San Joaquin 60-20-20 Index is normally provided to Reclamation by the 10th of the month. Final allocations to Eastside Division Contractors, based on the final San Joaquin Index 60-20-20, will be announced on or about May 20th of each year. This process will be used for each new water year. The following table (Table 2-1) was included in the water shortage policy letter to present the Annual Allocations for CVP, East Side Division Contractors.

Table 2-1

**Annual Allocations for CVP Eastside Division Contractors
Based on the San Joaquin 60-20-20 Index**

60-20-20 Index	CVP Contractor Allocation (TAF)
Critical	0
Dry	49
Below Normal, Above Normal, and Wet	155

If the Contract is executed, Table 2-2 indicates the amount of CVP water available to the Eastside Division Contractors and the priority system that will be used to determine specific allocations to each contractor according to the San Joaquin Valley 60-20-20 Index. TUD's annual diversion volume was patterned monthly using the demand patterns present in CalSim II for diversions at Goodwin Dam by SEWD (for M&I and agriculture) and CSJWCD (for agriculture). The 6,000 AF diversion from New Melones Reservoir was modeled as delivered to TUD (split between 1,100 AF for M&I uses and 4,900 AF for agriculture). In dry years TUD's proposed diversion is provided by reducing diversions for CSJWCD or SEWD. Pursuant to a 2014 Settlement Agreement between CSJWCD, SEWD, the City of Stockton, and the California Water Service Company, shortages would be imposed as shown in the table below (Table 2-2).

Reclamation's long-term water service contract with SEWD for New Melones water is for an interim supply with a 75,000 AF maximum annual entitlement, adjustable up to 90,000 AF under stated terms and conditions. However, Reclamation's water service contract with CSJWCD has a maximum entitlement of 80,000 AF, of which the maximum "firm"⁹ entitlement is 49,000 AF and the maximum interim entitlement is 31,000 AF. In accordance with the Secretarial Finding and the 1980 Report, when in-basin demands develop to the point that the available interim supply must be withdrawn, the interim

⁹ CSJWCD's "firm" supply, despite its name, is also ultimately subject to reduction to meet in-basin needs.

water will be withdrawn from SEWD first. Because the Secretarial Finding and the 1980 Report also states that CSJWCD has first priority to interim water allocated from the New Melones Reservoir, CSJWCD's interim water supply will not be withdrawn until SEWD's interim water supply is totally withdrawn.

Reclamation indicates that in years of zero allocation, [East Side Division] contractors may seek relief to meet basic Public Health and Safety (PHS) for Municipal and Industrial water. In the event of PHS operations and a request for relief from TUD, Reclamation will evaluate all available TUD water sources to consider relief. Before seeking relief, the contractor must be actively implementing a Reclamation-approved Water Management Plan that meets the current CVPIA Standard Criteria; be measuring such water consistent with section 3405(b) of the CVPIA and have an established operating drought contingency plan designed to protect PHS and demonstrate a "need" for additional water.

Table 2-2
Water Allocations and Shortage Reductions for Eastside Division Contractors
by Water Year Type in TAF

Water year type (SJV 602020)	TUD	SEWD	SEWD reduction	CSJWCD	CSJWCD Reduction
Critical years	0	0	0	0	0
Dry years	6	15	0	28	6
Wet/AN/BN years ¹	6	84	6	65	0

NOTE: SJV 602020 = San Joaquin Valley 60-20-20 Index defined in State Water Resources Control Board Decision 1641

¹Wet, above normal and below normal water year types.

2.3.2 Current and Anticipated Water Uses

Currently, the Stanislaus River flows into New Melones Reservoir and with it the 6,000 AFY that is the subject of this Contract. The current East Side Division contractors, SEWD and CSJWCD, have access to this 6,000 AFY through their CVP contracts with Reclamation.

The Tuolumne General Plan¹⁰ contemplates future growth and land development and the associated demand for future water. In 2022 TUD, prepared three Water Needs Assessments (WNA) as follows:

TUD Non-Tribal Agricultural (Ag) WNA¹¹

This document identifies 1,372 acres of non-tribal land suitable for agricultural uses in the study area. In coordination with University of California Cooperative Extension (UCCE) TUD assumed a theoretical portfolio of crops and their respective water demands to generate an estimated total annual non-tribal ag water demand of 5,172 AFY.

TUD Non-Tribal M&I WNA¹²

This document quantified the number of non-tribal parcels and acres by Tuolumne County General Plan Land Use Designations in the study area. Water use factors were applied to each parcel by land use designation to calculate a total annual non-tribal M&I water demand of 500 AFY.

Chicken Ranch Tribal WNA¹³

This document includes a table provided by the Tribe quantifying its Phase 1 and Phase 2 M&I and Ag Water demands.

Future tribal demands in the WNA were identified as 600 AFY for M&I and 2,900 AFY for planned agricultural and commercial uses, for a total future CRR projected water demand of 3,500 AFY. While the WNA determined that more demand beyond the 6,000 AFY being analyzed could occur within Tuolumne County, including CRR's tribal boundaries, the Proposed Action is for up to 6,000 AFY. The 6,000 AFY being requested is enough to meet the foreseeable, realistic and expected future demand within Tuolumne County. It is difficult to develop long-range projections for agricultural demand; while TUD consulted the UC Davis Ag Cooperative Extension, the County Ag Commissioner, and others, there is no truly reliable long-term forecast for how many acres will fall under agricultural development and how many acres of each crop type will be planted and harvested. If there is demand for agricultural water beyond what can be

¹⁰ Tuolumne County. 2018. Volume 1: General Plan Policy Document. Available: <https://www.tuolumnecounty.ca.gov/DocumentCenter/View/11752/Vol-I-Goals-Policies-Policies-Final>. December 2018. Accessed September 6, 2024.

¹¹ TUD Non-Tribal Ag WNA. 2022. TUD and UCCE. United States Bureau of Reclamation Water Needs Assessment: Preliminary Tuolumne County Agricultural Land Acreage Determination. 4/13/2022.

¹² TUD Non-Tribal M&I WNA. 2022. Descriptions of GIS Analysis to Evaluate Future Water Needs Outside of the Existing TUD System and Parcels Not Considered in the Urban Water Management Plan. 3/29/2022

¹³ Chicken Ranch Rancheria. 2022. California Polytechnic State University San Luis Obispo College of Agriculture, Food and Environmental Sciences CRR Total Water Demands. 3/28/2022.

provided with this Long-Term Water Service contract then additional sources of water would need to be explored.

TUD has expressed interest in a future subcontract with CRR concerning a portion of this contract volume. Any future subcontract water would be subtracted from the 6,000 AFY allocated to TUD. In order for CRR to receive any subcontracted water from TUD, CRR would need to construct significant facilities. Any such efforts, including a subcontract, would involve separate permitting and environmental review (e.g. NEPA, ESA, NHPA, etc.) specific to that project.

TUD owns an existing diversion structure and pumping facility at New Melones Reservoir, which is a former Tuolumne Regional Water District facility acquired by TUD in 1992. TUD will use this existing infrastructure to divert and access its share CVP water under this Contract. Accordingly, no new infrastructure, facilities, appurtenances or facilities maintenance are necessary for TUD's use of this Contract water and are not included in this Proposed Action. The Proposed Action will permit TUD to meet its strategic plan goal of enhancing and improving water security¹⁴ by diversifying its water supply portfolio while addressing anticipated future demand within its service area.

3. Basis for the Environmental Analysis

3.1 Modeling and Records Review

A Hydrology Modeling Technical Memorandum (Stantec 2024)¹⁵ prepared for the Proposed Action (Appendix A) was used to simulate the proposed cumulative TUD diversion of 6,000 AFY, addressing operations modeling, water temperature modeling and power generation modeling.

3.1.1 Operations Modeling

CalSim II is a standard modeling tool for analyzing the CVP and State Water Project (SWP) system in planning-level analyses. The CalSim II model simulates major reservoir operations, diversions, and river flows throughout the Central Valley; and Delta operations for water diversions and compliance with flow and water quality objectives. It has a simulation period of 1922 through 2003 and operates on a monthly timestep. While there is currently an updated version of the model (CalSim 3), at the time that this

¹⁴ Tuolumne Utilities District. 2020 Strategic Plan Update. Available: <https://tudwater.com/wp-content/uploads/2020/08/2020-Strategic-Plan-Update.pdf>. Accessed September 6, 2024.

¹⁵ Impact Assessment on System Operation and River Temperature for the Proposed Central Valley Project (CVP) Water Service Contract, Stantec, January 2024. *Page v.* *July 2026*
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modeling was started in summer 2023, the CalSim 3 benchmark model being used by Reclamation was in flux due to refinements being made for Reclamation's 2021 Long Term Operations of the CVP (LTO) environmental review process. CalSim 3 became standardized and available around November 2024. Because of the focus on that process and ongoing model refinements, Reclamation-approved versions of CalSim 3 were not available when the data analysis for the Contract were being run. Current models which simulate historical and future climate change hydrology conditions are required for the analysis.

There were two versions each of the No Action Alternative and the Proposed Action simulated: one using a CalSim II model with historical hydrology and one using a CalSim II model with 2040 Median climate change hydrology. One modification was made to the original models received from Reclamation, which was to add representation of the 2014 Settlement Agreement (CSJWCD-SEWD), which shifts the first 15 TAF of any water available to East Side Contractors from CSJWCD to SEWD¹⁶. For consistency, the No Action Alternative models include these priorities from the 2014 Settlement Agreement.

3.1.2 Water Temperature Modeling

The Stanislaus HEC-5Q water temperature model was used to simulate the impact of the Proposed Action on water temperatures in the Stanislaus River. HEC-5Q is Reclamation's standard tool for analyzing temperature impacts of CalSim II scenarios below CVP reservoirs. The version used for this Proposed Action was that which was dated February 2019 and was developed by Reclamation for analysis of the 2019 Long-Term Operations. Once again, this analysis included both historical hydrology and climate change scenarios. A minor modification was made to the model to add TUD's proposed diversion from New Melones Reservoir. The model uses CalSim II outputs as inputs and runs for the same period (1922-2003). It runs a 6-hour timestep to consider variations in meteorology. Because the flow and storage inputs from CalSim II are on a monthly timestep, results are best analyzed monthly. Separate simulations were conducted for each of the four CalSim II scenarios described in the prior section.

In 2026, Reclamation modelers assessed methods used to disaggregate the data from a monthly to sub-monthly time step to then analyze impacts on temperature due to changes in the point of diversion from below Goodwin Dam (no action) to New Melones (Proposed Action). The assessment concluded that TUD's consultant modeled temperature appropriately to discriminate small order of magnitude flow release changes such as those seen under the Proposed Action given the resolution of the

¹⁶ While the Settlement Agreement has been incorporated into the original models from Reclamation for technical accuracy, as the point of diversion for SEWD and CSJWCD is the same, this has no impact on the modeling results.
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HEC5Q temperature model. The modelers concluded no significant changes in temperature due to the Proposed Action based on this modeling logic. Furthermore, the consultant's use of Calsim II in this context conforms to Reclamation's use of this version of Calsim more broadly.

Results analysis focused on changes in temperatures at Orange Blossom Bridge under the historical and 2040 Median Proposed Action scenarios, compared to the corresponding No Action scenario. While there are no quantitative temperature criteria for the Stanislaus River under the LTO, the ecological surrogate to define the extent of take on California Central Valley steelhead is a daily average temperature of 68 degrees Fahrenheit between May 15 to October 31 at Orange Blossom Bridge (Reclamation, 2023-2024).

3.1.3 Power Generation Modeling

The LTGEN model was used to conduct power generation modeling for New Melones for the four CalSim II scenarios described in prior sections. LTGEN is a commonly used, publicly available model developed by Reclamation. It calculates long-term power generation capacity and pumping energy consumption for CVP facilities, using reservoir storage and release data from the CalSim II model along with user-specified generation characteristics, such as the number of units and transmission loss. Flows and storage from the entire CalSim II simulation period are used as inputs to the models.

4.0 Affected Environment and Environmental Consequences

4.1 Scope and Content

New Melones Reservoir, within Calaveras and Tuolumne counties in California, is owned and operated by Reclamation. The reservoir is an impoundment of the Stanislaus River with a storage capacity of 2,400,000 acre-feet (AF), 12,500 acres of surface area and surrounded by 100 miles of shoreline. As part of the Central Valley Project, the purpose of the lake is to provide flood control, irrigation, domestic water supply and hydroelectricity, as well as enhance fish and wildlife communities, protect water quality, and provide opportunities for recreation (Reclamation, 2019).

The affected environment section describes the existing condition and trends of the environment that may be affected by implementing the Proposed Action. This Draft EA will emphasize only those resources, or resource uses, that may be affected by the Proposed Action, and only to the extent necessary to enable an understanding of the extent and context of the anticipated environmental effects.

Under the No Action Alternative, TUD customers would be served with available water under their Water Needs Assessment Service Area via existing agreements. Because the Proposed Action would not result in the construction of new facilities and changes in water availability are small (total demand of 5,172 AFY over a 40-year time span) compared to the No Action Alternative, direct impacts on resources related to facilities construction and indirect impacts related to urban growth and development are not expected to occur.

4.2 Resources Not Considered in Detail

Reclamation analyzed the affected environment and determined that the Proposed Action would not have the potential to cause adverse effects to the following resources:

Table 4-1. Resources Not Considered in Detail

Resource	Reason Eliminated
Air Quality	All water will be delivered within existing water service area boundaries utilizing existing water conveyance. No impacts to air quality would result from the Proposed action as no construction would occur.
Cultural Resources	The proposed undertaking does not have the potential to cause effects to historic properties, should such properties be present, pursuant to the Title 54 U.S.C. § 306108, commonly known as Section 106 (Section 106) of the National Historic Preservation Act regulations codified at 36 CFR § 800.3(a)(1). Therefore, the Proposed Action would not have significant impacts on properties listed, or eligible for listing, on the National Register of Historic Places as determined by Reclamation (LND 02-01) (43 CFR 46.215 (g)).
Formally Classified Lands	Formally Classified Lands are properties administered either by federal, state or local agencies or those that have been given special protection through formal legislative designation. Formally Classified Lands include national parks, national conservation areas, wild and scenic rivers, areas of state and local interest, and national forests, among others. New Melones Lake, the Stanislaus National Forest, and the New Melones Recreation and Resources Branch are formally classified lands located in or near the Proposed Action Area. Water under TUD's LTWSC would not facilitate land-use changes to formally classified lands nor would the action affect the qualities of the river reach that has designated

	the Stanislaus River a Wild and Scenic river. Therefore, there would be no effect to formally classified lands due to the Proposed Action.
Geology, Mineral Resources, and Seismicity	The proposed action would not result in the loss of availability of a known mineral resource of value to the region. The proposed action is limited to existing pipelines and infrastructure. No new structures are proposed which could be affected by seismic activity. Therefore, there would be no impacts regarding geology, mineral resources, or seismicity from the Proposed Action.
Greenhouse Gas Emissions	Power generation modeling resulted in an extremely minor (< 1% decrease) difference in power generation from the No Action Alternative to the Proposed Action, for both historical and 2040 Median climate change hydrology. This difference is caused by the minor changes in New Melones reservoir storage and releases. The < 1% difference is within the margin of error for the modeling outputs. ¹⁷ Any changes that could be attributed to greenhouse gas emissions are too subtle to definitely quantify. Thus, given the current modeling tools and their ability to detect this level of change, there are no effects expected on greenhouse gas emissions as a result of the Proposed Action.
Hazards- Floodplain affects/Hazardous materials	The Proposed Action would not include any construction activities or installation of new facilities and appurtenances and would therefore not require the use of any hazardous materials. The Proposed Action does not include construction or installation of new facilities and appurtenances that would introduce additional structures or surfaces that would alter floodplains. The terms of the Contract include limitations that would help to regulate the maintenance of flows and levels of the water supplied. Water releases would occur in such a way that additional inundation would not substantially affect existing floodplains.
Hydropower	Tulloch and Goodwin Dams are below New Melones Reservoir on the Stanislaus River. Tulloch Dam mainly serves irrigation purposes but also has a power station with a capacity of 18 megawatts. Less than 2 miles downstream of Lake Tulloch, is Goodwin Dam, which was constructed by Oakdale Irrigation District (OID) and South San Joaquin Irrigation District (SSJID) in 1912, to re-regulate reservoir releases from Tulloch Powerplant and provide for irrigation

¹⁷ The < 1% difference is derived from the change in long-term average power generation at the New Melones Power Plant: the long term average power generation would be 1.7 gigawatt-hours (GWh) less under the Proposed Action as opposed to the long-term average power generation of 457 GWh under No Action Alternative.

	diversions to canals north and south of the Stanislaus River for delivery to OID and SSJID. No significant change in hydrology or operations would occur under the Proposed Action. There are no anticipated changes to hydropower or pumping energy requirements as a result of the proposed action.
Terrestrial and riparian resources	There are no land use alternatives being proposed. All water under the LTWSC would be conveyed through existing pipelines and facilities. There are no anticipated effects to terrestrial or riparian resources as a result of the Proposed Action.
Noise	Any localized noise is already occurring and would not be exacerbated by the proposed action.
Public Health and Safety; Floodplain	No Affects to Public Health and Safety are anticipated due to the Proposed Action.
Quality of Life of the American People	The Proposed Action would allow TUD to meet its strategic plan goal of diversifying its water supply portfolio, thereby enhancing and improving water security for the communities it serves. The proposed action would not affect public services and utilities. The proposed action may have no measurable impact on the quality of life of the American people.
Recreation	The proposed action does not change existing operations of the Phoenix Project nor does it have any impact on recreation in the South Fork Stanislaus River where whitewater rafting activity is prevalent. The water under the Proposed Action is in addition to the water TUD receives through PG&E's Phoenix Project upstream from New Melones on the South Fork Stanislaus River. In every month of every water year type, the difference in flow below Goodwin Dam and into New Melones is zero. The one exception is in July of a wet year where there is a difference of 1%. This small decrease in flow between the no action and proposed action, would not constitute an impact to recreational uses, such as rafting, especially in a wet year.
Socioeconomics	The Proposed Action would allow TUD to meet planned growth with improvements to its water service portfolio. Reclamation will conduct the majority of the contract functions internally using Reclamation's resources.
Soils	The Proposed Action would have no impact on soil resources in the area; no ground disturbance activities would be occurring.
Transportation	There are no changes in transportation corridors or affects to transportation due to the Proposed Action.

Visual resources	The Proposed Action would not alter or affect visual resources.
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Reclamation also considered and determined that the Proposed Action would not impact the following resources:

4.2.1 Indian Trust Assets (ITAs)

ITAs are legal interests in assets that are held in trust by the United States for federally recognized Indian tribes or individuals. Indian reservations, Rancherias, and Public Domain Allotments are common ITAs in California. Executive Order 13175, "Consultation and Coordination with Indian Tribal Governments" requires federal agencies to establish procedures for meaningful consultation and coordination with tribal officials in the development of federal policies that have tribal implications. Reclamation performed an ITAs evaluation during this NEPA review and determined that based on the Proposed action and the areas where water would be delivered there does not appear to be ITAs in any area that would impact Indian hunting or fishing resources or water rights nor is the Proposed Action on actual Indian lands. Therefore, it is reasonable to assume that the proposed action will not have any impacts on ITAs.

4.2.2 Cultural Resources and Indian Sacred Sites

Cultural resources" is a broad term that includes prehistoric, historic, architectural, and traditional cultural properties. Title 54 U.S.C. § 306108, commonly known as Section 106 of the National Historic Preservation Act (NHPA), and its implementing regulations found at 36 CFR Part 800, is the primary Federal legislation that outlines the Federal Government's responsibility to cultural resources. Documentation of Reclamation's responsibilities under Section 106 can be found in Section 5 of this document. B. Other applicable Federal cultural resources laws and regulations that could apply include, but are not limited to, the Native American Graves Protection and Repatriation Act, and the Archaeological Resources Protection Act. By implementing the Proposed Action Alternative, all water will be delivered within existing water service area boundaries utilizing existing water conveyance. No new construction or ground-disturbing activities would occur as part of the Proposed Action. The Proposed Action has no potential to adversely affect cultural resources eligible for inclusion in the National Register of Historic Properties pursuant to 36 CFR §800.3(a)(1). As such, the Proposed Action does not require further consideration under Section 106 of the NHPA (See Section 5 – Agencies and Persons Consulted).

4.2.2.1 Indian Sacred Sites

Sacred sites are defined in Executive Order 13007 (May 24, 1996) as "any specific, discrete, narrowly delineated location on Federal land that is identified by an Indian

tribe, or Indian individual determined to be an appropriately authoritative representative of an Indian religion, as sacred by virtue of its established religious significance to, or ceremonial use by, an Indian religion; provided that the tribe or appropriately authoritative representative of an Indian religion has informed the agency of the existence of such a site." The Proposed Action would not be located on or impact any Federal lands and therefore would not affect any Indian sacred sites.

4.3 Analyzed Impacts

This EA analyzes the affected environment of the Proposed Action and No Action Alternatives in order to determine the potential impacts and cumulative effects to the following environmental resources:

- Water Resources;
- Fisheries and Aquatic Resources;

4.3.1 Water Resources

4.3.1.1 Affected Environment

The Water Quality Control Plan for the Sacramento River Basin and the San Joaquin River Basin (Basin Plan) is the effective planning document for water quality planning in the Proposed Action Area, which incorporates both state and federal (Clean Water Act) requirements for the protection and enhancement of water quality. Existing beneficial uses of New Melones Reservoir include municipal and domestic supply, irrigation, agricultural stock watering, industrial power, recreation contact and non-contact, cold freshwater habitat, and wildlife habitat.

Hydrology modeling methods are provided in Appendix A, Hydrological Modeling Technical Memorandum. Please note that reference to Oakdale Irrigation District and South San Joaquin Irrigation District in the Technical Memorandum relate to these District's ability to divert from Goodwin Dam. The proposed action does not affect annual allocations to meet these district's demands – those distinct and separate demands and deliveries are met by New Melones inflow, and releases from New Melones, regardless of the Proposed Action. The Proposed Action could potentially affect water storage at New Melones Reservoir and hydrology (flows) in the lower Stanislaus and San Joaquin rivers.

4.3.1.2 Modeling Methods

The Proposed Action does not involve construction activities; it strictly consists of securing surface water rights and diverting water through existing facilities. As discussed in Chapter 3, *Scope and Content of the Environmental Analysis*, this analysis relies on

modeling and computations conducted using the Cal Sim II model to assess potential effects related to water supply, hydrology and water quality associated with the new diversion as compared to historic baseline conditions. This modeling and methods used for the analysis are described in additional detail in the Hydrology Modeling Technical Memorandum prepared for the Proposed Action (Appendix A). Water temperature modeling was also conducted, using the Stanislaus HEC-5Q water temperature model, to analyze potential changes in water temperatures on the Stanislaus River (at Orange Blossom Bridge). The summary results of this analysis based on the Hydrology Modeling Technical Memorandum are presented in this section. Water temperature, as it relates to habitat conditions for biological resources and aquatic species, is described in further detail in Section 3.

4.3.1.3 Environmental Consequences

No Action Alternative

Since no ground-disturbing activities are required, no conditions for indirect ground disturbance (e.g., erosion) outside of existing conditions are anticipated. Under a No Action Alternative, there would be no new water supply contract to allow the diversion of up to 6,000 AFY from New Melones Reservoir. Existing diversions and water use would continue as under baseline conditions. Until the growth in Tuolumne County and development creates a demand for any portion of the 6,000 AFY, the unused portion of water, depending upon year type, would be allocated to SEWD and CSJWCD, or stored in New Melones Reservoir. Water stored in New Melones Reservoir may be allowed to flow downstream through existing facilities to the confluence with the San Joaquin River or, in above normal and wet years, would spill consistent with current operations. Spilled water would also flow downstream through existing facilities to the confluence with the San Joaquin River.

TUD would not be permitted to divert 6,000 AFY for beneficial uses within its service area. Under a No Action Alternative seasonal fluctuations to New Melones Reservoir storage levels would continue to occur as under existing conditions. There would be no adverse effect on operational water supply or water temperature associated with the No Action Alternative.

Proposed Action Alternative

As discussed in Section 2.3 of this EA, the Proposed Action consists of securing surface water rights and diverting water through existing facilities. Of the 6,000 AFY, TUD will divert and use 6,000 AFY for beneficial uses within its existing service area. Depending upon water year type, TUD's proposed diversion would be provided by reducing storage

in New Melones Reservoir or reducing diversions for CSJWCD or SEWD. TUD would be authorized to divert this annual amount in all but San Joaquin Basin 60-20-20 Indices (90% exceedance case) critical water years. As discussed further in this section, based on historical data, TUD's proposed CVP contract is not expected to reduce either district's ability to serve its customers under various hydrologic conditions. When shorted, either CSJWCD or SEWD could experience up to a 6,000 AFY reduction in water delivery, as discussed in Section 2.3 of this EA.

As necessary, CSJWCD or SEWD can pump groundwater in compliance with the Eastern San Joaquin Groundwater Sustainability Plan (GSP) which is the mechanism by which CSJWCD and SEWD comply with the Sustainable Groundwater Management Act (SGMA). The Proposed Action does not include any construction or installation of new facilities and appurtenances. The Proposed Action consists of securing surface water rights and diverting water through existing facilities. No ground-disturbing activities and no conditions for indirect ground disturbance (e.g., erosion) outside of existing conditions would occur. Changes to hydrology that may affect fisheries and aquatic resources are discussed in their respective sections.

New Melones Reservoir

Under the Proposed Action, the New Melones Reservoir would continue to be operated within the range of historical operations. The Proposed Action would only slightly modify annual storage at New Melones Reservoir and would have no effect on the reservoir's overall capacity or water storage ability. Hydrology Modeling Technical Memorandum (Appendix A) was used to simulate the proposed TUD diversion. Under the Proposed Action, New Melones Reservoir storage remains essentially unchanged (see Appendix A, Figures 2 and 3), though there are extremely minor decreases in end of September storage in New Melones Reservoir in most water year types (amounting to between 1,000 and 3,000 AF) due to the different timing of proposed TUD deliveries compared to the timing of reductions in CSJWCD/SEWD deliveries (see Appendix A, Table 3). Proposed TUD deliveries would occur primarily in the summer for agriculture, while the decreases in deliveries to CSJWCD/SEWD are spread more evenly throughout the year, consistent with municipal and industrial water use patterns. This means that under the Proposed Action slightly more water is being diverted during the summer, leading to end-of-September storages that are slightly lower. As demonstrated by the modeling, without deliveries to agriculture in the wet season (fall and winter) New Melones Reservoir recovers this very minor storage deficit.

New Melones Reservoir releases are reduced slightly in all water years except for Critical years, due to the proposed diversion of TUD's water from the reservoir rather than releasing water from New Melones to the shared SEWD/CSJWCD diversion point at

Goodwin Dam (Appendix A, Table 4). As modeled and explained in Section 3.1.1, diversions at Goodwin Dam are decreased because reduced allocations for SEWD and CSJWCD are necessary to provide the water for the proposed TUD diversion (Appendix A, Table 5). Flows on the Stanislaus River below Goodwin Dam and at the confluence with the San Joaquin River are practically identical, due to diversions at Goodwin Dam being reduced by the same amount on an annual basis as TUD's proposed diversions from New Melones Reservoir (see Appendix A, Tables 6-7). As shown in Appendix A, Table 8, this same pattern also occurs on San Joaquin River. The slight change in flows in Wet and Above Normal years at those three locations is due to slight changes in the timing of releases from New Melones Reservoir because of storage changes mentioned above.

While the model indicates that Delta exports also change slightly by no more than 1,000 AF (see Appendix A, Table 9), these minor changes are due to the slight random variability in modeled results, and do not indicate that the Proposed Action would have any real effects on Delta exports.

The Hydrology Modeling Technical Memorandum results demonstrate that under the Proposed Action there would be no change in (end of September) New Melones Reservoir storage levels. The Proposed Action would result in negligible change (decrease of 1 percent only in dry years caused by the minor changes in New Melones Reservoir storage and releases discussed earlier) in Stanislaus River flow below New Melones Reservoir. The Proposed Action would result in no change Stanislaus River flows at Goodwin, at the confluence of the San Joaquin River, nor at the San Joaquin River at Vernalis. Likewise, there would be no change in Delta exports (in any water year). Therefore, the Proposed Action would not significantly change operations or water supplies at New Melones Reservoir. The modeling results support a finding that the Proposed Action would have no adverse effect on operational water supplies.

Water Quality

The Proposed Action would permit allocation of water for municipal, industrial and agricultural uses, which would be consistent with the identified beneficial uses of water for New Melones Reservoir. As discussed in the Affected Environment Section, New Melones Reservoir is listed as impaired for mercury, being addressed through a TMDL to determine targets and reduce source pollution necessary to achieve water quality objectives. However, the Proposed Action would not include actions that would conflict with these objectives. Because the Proposed Action would not include any ground disturbance activities or other alterations of physical conditions (other than reallocation of water supply), no change to water quality pollutant concentrations would occur as a

result of the Proposed Action. The Proposed Action would have no adverse effect on water quality.

Water Temperature

To evaluate potential water temperature effects associated with the Proposed Action's diversion of water, water temperature modeling was conducted using the Stanislaus HEC-5Q water temperature model, described in additional detail in Appendix A. Potential changes in water temperature at the Stanislaus River at Orange Blossom Bridge were evaluated. Results analysis focused on changes in temperatures at Orange Blossom Bridge under the historical and 2040 Median Proposed Action scenarios, compared to the corresponding No Action Alternative. Although there are no quantitative temperature criteria for the Stanislaus River under the long-term operations model nor in the effective incidental take permit, the ecological surrogate to define a threshold for potential effects on California Central Valley steelhead is a daily average temperature of 68 degrees Fahrenheit between May 15 to October 31 at Orange Blossom Bridge. The results focus on monthly average temperatures for July through October, the warmest months where temperatures conditions would be of greatest concern for California Central Valley steelhead.

As depicted in exceedance plots provided in Hydrology Modeling Technical Memorandum (Appendix A), the results show no discernable differences in water temperature between the Proposed Action and the No Action Alternative. Therefore, the Proposed Action would not alter flows to the extent that any discernable change in water temperature would occur. The modeling results support a finding that the Proposed Action would have no effect on water temperature that could potentially result in adverse effects on California Central Valley steelhead. Thus, there would be no adverse effect associated with water temperature attributable to the Proposed Action.

4.3.2. Fisheries and Aquatic Resources

This section describes the fisheries and aquatic resources that could be affected by the alternatives under consideration. The Proposed Action could potentially affect water storage at New Melones Reservoir and hydrology (flows) in the Stanislaus and San Joaquin rivers. Thus, there may be effects to fisheries and aquatic resources within the action area.

4.3.2.1 Affected Environment

New Melones Reservoir

Fish species in New Melones Reservoir include rainbow trout, brown trout, largemouth bass, sunfish such as black crappie and bluegill, and three species of catfish. Rainbow

trout, brown trout, and large channel catfish are generally restricted to colder, deeper water during summer, when New Melones Reservoir has two distinct thermal layers of water, although large brown trout and channel catfish are found in shallow water near steep banks at night when they ascend to feed (Reclamation, 2024).

Stanislaus River

Fish species in the Stanislaus River include Fall-run Chinook salmon, Central Valley ESU; Steelhead, California Central Valley DPS; Pacific lamprey; Western River lamprey; Hardhead; American shad; Striped bass; Threadfin shad, and Black basses (Reclamation, 2024).

San Joaquin River

Fish species in the San Joaquin River include Fall-run Chinook salmon, Central Valley ESU; Steelhead, California Central Valley DPS; Green sturgeon, Southern DPS; White sturgeon; Pacific lamprey; Western River lamprey; Sacramento spittail; Hardhead; Sacramento hitch; American shad; Threadfin shad; Striped bass and Black basses (Reclamation, 2024).

The two listed fish species that have a documented historical presence or that are currently residing in the action area are Green Sturgeon and Central Valley Steelhead.

Green Sturgeon

In North America, the southern distinct population segment (DPS) of green sturgeon is found from Ensenada, Mexico to Southeast Alaska. On April 7, 2006, NMFS determined that the southern DPS of green sturgeon was threatened under the Federal ESA (NMFS 2006a). On October 9, 2009, NMFS designated critical habitat for the green sturgeon southern DPS throughout most of its occupied range (NMFS 2009), including the Sacramento and San Joaquin rivers.

Historically, spawning habitat was likely available for green sturgeon in the San Joaquin River basin. Today, however, spawning is limited to the Sacramento River, and critical habitat for green sturgeon does not extend upstream of the Delta in the San Joaquin River (NMFS 2009). More recently, there have been sightings of green sturgeon in both the Stanislaus and San Joaquin rivers (Anderson et al. 2018, Root et al. 2020). Anderson et al. (2018) observed a green sturgeon on the Stanislaus River at Knights Ferry, approximately 12 miles downstream from New Melones Reservoir. While the sighting extends the previously accepted geographic range of green sturgeon, it is still not well documented how green sturgeon utilize the San Joaquin River and its tributaries. Furthermore, Goodwin Dam is a complete barrier to migration (Anderson et al. 2018).

Central Valley Steelhead

Central Valley steelhead was federally listed as threatened on March 19, 1998 (NMFS 1998). The threatened status of Central Valley steelhead was reaffirmed in NMFS's final listing determination on January 5, 2006 (NMFS 2006b). Critical habitat for Central Valley steelhead was designated by NMFS on September 2, 2005 (NMFS 2005) and includes the San Joaquin and Stanislaus rivers.

A small population of California Central Valley DPS steelhead persists on the Stanislaus River. Adult steelhead spawn from December through April, and they spawn in an approximately 13-mile stretch of the Stanislaus River extending downstream from Goodwin Dam (NMFS 2014). Goodwin Dam is the extent of anadromy for California Central Valley DPS steelhead and is approximately 20 miles downstream of Tuolumne Utilities District's (TUD's) diversion location on New Melones Reservoir. Juvenile steelhead trout may utilize the lower portions of the Stanislaus River for rearing and outmigration. Juvenile steelhead typically rear 1-2 years in fresh water before migrating to the ocean as smolts. Juvenile migration to the ocean generally occurs from December through August, with peak outmigration from January to May (McEwan 2001).

The lower Stanislaus River is regulated by three dams: New Melones Dam, Tulloch Dam, and Goodwin Dam. Goodwin Dam is the extent of anadromy for fish in the Stanislaus River. The Goodwin Dam prevents further passage and there is no bypass around the dam to support upstream fisheries. Goodwin Dam is approximately 8 miles downstream of New Melones Dam and Reservoir. The Stanislaus River is one of the largest tributaries to the San Joaquin River, a major migration corridor for anadromous fish species.

4.3.2.2 Environmental Consequences

No Action Alternative

Since no ground-disturbing activities are required, no conditions for indirect ground disturbance (e.g., erosion) outside of existing conditions are anticipated. Under a No Action Alternative, there would be no new water supply contract to allow the diversion of up to 6,000 AFY from New Melones Reservoir for beneficial uses. Existing diversions and water use would continue as under baseline conditions. Under a No Action Alternative flows in the Stanislaus River would continue to occur as under existing conditions. There would be no effects on fish and aquatic resources associated with the No Action Alternative.

Proposed Action

As discussed in Section 2.3 of this EA, Reclamation proposes to execute a long-term water service agreement to allow TUD to divert up to 6,000 AFY of CVP water from New

Melones Reservoir that is owned and operated by Reclamation. No ground-disturbing activities and no conditions for indirect ground disturbance (e.g., erosion) outside of existing conditions would occur.

Fisheries and Aquatic Resources: effects on flow and water temperature

Releases from New Melones Dam to the Stanislaus River affect the quantity and quality of salmonid habitat, water quality, and water temperature. California Central Valley DPS steelhead are considered an indicator species due to their sensitivity to flows and temperatures. Flows provide spawning habitat for California Central Valley DPS steelhead from December through early April. Adequate flows also ensure optimal water temperatures, which are not only important for adult steelhead migration in the fall, but also for rearing and outmigrating juvenile steelhead in the summer. Warm water temperatures stress rearing juvenile steelhead, particularly during summer and early fall (Reclamation 2019). Water temperature is the physical factor with perhaps the greatest influence on steelhead, as it directly affects survival, growth rates, distribution, and developmental rates (NMFS 2019). Additionally, while there have been recent sightings of green sturgeon in the Stanislaus and San Joaquin rivers, no green sturgeon spawning is known to occur outside of the Sacramento River. Therefore, impacts to sturgeon were not addressed in this analysis.

The analysis below focuses on potential impacts to California Central Valley DPS steelhead in the Stanislaus River below Goodwin Dam as that is the extent of anadromy for fish. Cal Sim II modeling results showed negligible changes associated with the new diversion compared to the historic baseline downstream of the Stanislaus River. Therefore, results from the San Joaquin River and Delta outflow were assumed to have no impact to fish and aquatic species and were not analyzed further.

Flows

Two nodes were examined for analysis of impacts to steelhead – Stanislaus River Flow at Goodwin and Stanislaus River Flow at the Confluence of the San Joaquin River. Spawning occurs from below Goodwin Dam to approximately 13 miles downstream and suitable flows are required to initiate steelhead spawning. Additionally, suitable flows are needed in the San Joaquin River to assist upstream migration for adults and downstream migration and rearing for juveniles.

Flows under the Proposed Action scenario on the Stanislaus River below Goodwin Dam and at the confluence with the San Joaquin River are nearly identical to flows under the No Action scenario (Appendix A, Tables 6 and 7). This is due to diversions at Goodwin Dam being reduced by the same amount on an annual basis as TUD's proposed diversions from New Melones Reservoir. The slight change in flows in Wet and Above

Normal years at both locations is due to slight changes in the timing of releases from New Melones Reservoir as a result of storage changes in New Melones Reservoir (see Section 4.3.1, *Hydrology and Water Quality*).

The Proposed Action would result in no change to Stanislaus River flows at Goodwin nor at the confluence of the San Joaquin River. Therefore, the Proposed Action would not adversely affect California Central Valley DPS steelhead and other aquatic resources.

Water Temperature

Potential changes in water temperature at the Stanislaus River at Orange Blossom Bridge were evaluated. Orange Blossom Bridge is about 11 miles below Goodwin Dam, within the 13 miles of suitable spawning habitat available for steelhead. Therefore, suitable temperatures are needed at Orange Blossom Bridge to facilitate spawning. Furthermore, warm water temperatures in the summer and early fall can stress juvenile rearing steelhead during their outmigration from upstream of Orange Blossom Bridge to the Delta. Results analysis focused on changes in temperatures at Orange Blossom Bridge under the historical and 2040 Median Proposed Action scenarios, compared to the corresponding No Action scenario. Although there are no quantitative temperature criteria for the Stanislaus River under the long-term operations model nor in the effective incidental take permit, the ecological surrogate to define a threshold for potential effects on California Central Valley DPS steelhead is a daily average temperature of 68 degrees Fahrenheit between May 15 to October 31 at Orange Blossom Bridge (Reclamation 2019). The results focus on monthly average temperatures for July through October, the warmest months where temperature conditions would be of greatest concern for California Central Valley DPS steelhead.

Monthly average temperatures for July through October show no discernable differences between the Proposed Action scenario and No Action scenario (Appendix A, Table 10). Therefore, the Proposed Action would not alter flows to the extent that any discernable change in water temperature would occur and the modeling results support a finding that the Proposed Action would have no effect on water temperature that could potentially result in adverse effects on California Central Valley DPS steelhead or other aquatic resources.

5.0 Agencies and Persons Consulted

5.1 Endangered Species Act

The ESA of 1973, as amended (16 U.S.C. § 1531, et seq.), provides for the conservation of species that are endangered or threatened (for information on endangered and threatened marine species, (see <http://www.nmfs.noaa.gov/pr/species/esa/>) throughout all or a significant portion of their range, and the conservation of the ecosystems on which they depend. Section 7(a)(2) of the ESA states that each Federal agency shall ensure that any action they authorize, fund, or carry out is not likely to jeopardize the continued existence of a listed species or result in the destruction or adverse modification of designated critical habitat. When a Federal agency's action "may affect" a protected species, that agency is required to consult with NMFS or USFWS, depending upon the endangered species, threatened species, or designated critical habitat that may be affected by the action.

The Proposed Action would have no effect on the following ESA listed species or Federal Species of Concern due to the negligible changes in flow and temperature:

- California Central Valley DPS steelhead (*Oncorhynchus mykiss*)
- Southern DPS of North American green sturgeon (*Acipenser medirostris*)

The Proposed Action would have no effect on the following species' critical habitat:

- California Central Valley DPS steelhead
- Southern DPS of North American green sturgeon

Reclamation is currently consulting with NMFS. As stated above, Reclamation's effects conclusions with respect to the Proposed Action are 'may affect, but not likely to adversely affect' the aforementioned listed species and the species' critical habitats.

5.2 National Historic Preservation Act

Title 54 U.S.C. § 306108, commonly known as Section 106 of the National Historic Preservation Act (formerly 16 U.S.C. 470 et seq.), requires that Federal agencies take into consideration the effects of their undertakings on historic properties and to afford the Advisory Council on Historic Preservation an opportunity to comment. Historic properties are cultural resources that are listed on or eligible for inclusion in the National Register of Historic Places (National Register). The 36 CFR Part 800 regulations implement Section 106 of the NHPA and outline the procedures necessary for compliance with the NHPA.

In summary, Reclamation must first determine if the action is the type of action that has the potential to affect historic properties. If the action is the type of action to affect

historic properties, Reclamation must identify the Area of Potential Effects (APE), determine if historic properties are present within that APE, determine the effect that the undertaking would have on historic properties, and consult with the State Historic Preservation Officer to seek concurrence on Reclamation's findings. In addition, Reclamation is required through the Section 106 process to consult with Indian Tribes concerning the identification of sites of religious or cultural significance and consult with individuals or groups who are entitled to be consulting parties or have requested to be consulting parties.

The TUD LTWSC is the type of undertaking that does not have the potential to cause effects to historic properties, should such properties be present, pursuant to Section 106 of the NHPA regulations codified at 36 CFR § 800.3(a)(1). As such, the Proposed Action does not require further consideration under Section 106 of the NHPA.

6.0 Summary of Effects

6.1 Proposed Action Alternative

6.1.1 Short- and Long-term Effects

All water under the TUD LTWSC would be delivered within existing water service area boundaries utilizing existing water conveyance and storage facilities. The water contract would provide more long-term assurances and operational flexibility for TUD and their member agencies. The analysis found that there would be discountable short-term and long-term effects on water supply and hydrology, hydropower, fisheries and aquatic resources, and recreation.

6.1.2 Beneficial and Adverse Effects

Beneficial effects would reflect TUD's future ability to support foreseeable, realistic and expected future water demands within Tuolumne County. *The* analysis shows that the adverse effects of the Proposed Action on the natural and physical environment were discountable or insignificant in magnitude and duration.

6.1.3 Effects on Public Health and Safety

There would be no effects to Public Health and Safety due to the Proposed Action. Water to meet public health and safety standards will continue to be supplied to TUD in Tuolumne county.

6.1.4 Economic Effects

No economic effects are anticipated due to the Proposed Action. All water under the TUD LTWSC would be delivered within the existing water service area boundaries utilizing existing water conveyance and storage facilities. The Proposed Action would not directly increase the price of water for customers or the cost of processing water compared to baseline conditions. Additionally, the Proposed Action would not lead to the generation of new jobs or influence property values in the area.

6.1.5 Effects on the Quality of Life of the American People.

The Proposed Action would affect public services and utilities, in that water supply would continue to be served throughout the Action Area. This would result in a reliable long-term water source for TUD and its member agencies who serve Tuolumne County communities.

7.0 References

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Appendix A. Hydrological Modeling Technical Memorandum

To:	Erik Johnson	From:	Tom FitzHugh
	Tuolumne Utilities District		Sacramento (C Street), CA
File:	184031456	Date:	January 9, 2024

Reference: Impact Assessment on System Operation and River Temperature for the Proposed Central Valley Project (CVP) Water Service Contract (DRAFT)

INTRODUCTION AND PROJECT DESCRIPTION

This Technical Memorandum (TM) provides a summary of the operations and water temperature impact assessment for the proposed Central Valley Project (CVP) water service contract between US Department of the Interior, Bureau of Reclamation (Reclamation) and Tuolumne Utilities District (TUD). This contract would authorize TUD to divert up to 6 thousand acre-feet year (taf) from New Melones Reservoir, which would be divided between 1.1 taf for M&I and 4.9 taf for agriculture. TUD would be authorized to divert this annual amount in all but San Joaquin Valley 60-20-20 Critical years. Water for TUD's diversion would be made available by reducing diversions for Central San Joaquin Water Conservation District (CSJWCD) or Stockton East Water District (SEWD), according to the priorities defined in a 2014 Settlement Agreement between CSJWCD and SEWD. In Dry years the 6 taf would be provided by a reduction in the CSJWCD allocation, and in Below Normal, Above Normal, and Wet years the 6 taf would be provided by a reduction in the SEWD allocation. More details on water year diversion scenario assumptions are provided in subsequent sections.

OPERATIONS MODELING

Operations modeling was conducted using the CalSim II model, and results were used to analyze the elements of the overall Central Valley system which could be reasonably expected to be affected by the proposed TUD diversion. Changes in New Melones Reservoir storage; Stanislaus and San Joaquin River flows; diversions to SEWD, CSJWCD, Oakdale Irrigation District (OID) and South San Joaquin Irrigation District (SSJID); and Sacramento-San Joaquin Delta (Delta) exports were computed by comparing the model with the new diversion to the baseline model and were used to assess potential impacts, as described below.

METHODOLOGY

Operations impacts of the proposed TUD diversion were analyzed using the CalSim II systems operations model. CalSim II is a standard modeling tool for analyzing the CVP and State Water Project (SWP) system in planning-level analyses. The CalSim II model simulates major reservoir operations, diversions, and river flows throughout the Central Valley; and Delta operations for water diversions and compliance with flow and water quality objectives. It has a simulation period of 1922 through 2003 and operates on a monthly timestep. While there is currently an updated version of the model (CalSim 3), at the time that this modeling was started in summer 2023, the CalSim 3 benchmark model being used by Reclamation was in flux due to refinements being made for Reclamation's 2021 Reconsultation process. Because of the focus on that process and ongoing model refinements, Reclamation-approved versions of CalSim 3 were not available which would simulate the historical and future climate change hydrology conditions required for the analysis being presented here.

Two versions each of the No Action Alternative and the Proposed Action Alternative were simulated, one using a CalSim II model with historical hydrology and one using a CalSim II model with 2040 Median climate change hydrology. The following sections describe each of these alternatives in more detail and the modeling methodology used to simulate the operations.

Reference: Impact Assessment on System Operation and River Temperature for the Proposed Central Valley Project (CVP) Water Service Contract (Draft)

No Action Alternative (Baseline)

The No Action Alternative (Baseline) scenarios were developed based on CalSim II Reclamation Benchmark models that were available as of Fall 2022. These were the most recent CalSim II models available at the time this modeling was initiated, and account for all current regulations to which the CVP and SWP operate to, including the regulatory framework of the State Water Resources Control Board's (SWRCB) Decision 1641 (D-1641); the Biological Opinions (BiOps) issued by the National Marine Fisheries Service (NMFS, 2019) for steelhead/Chinook salmon; the U.S. Fish and Wildlife Service (USFWS, 2019) BiOps for Delta smelt; and the March 31, 2020, Incidental Take Permit (ITP) issued by the California Department of Fish and Wildlife (CDFW) for the SWP. The models also include representation of the December 12, 2018, addendum to the 1986 Coordinated Operations Agreement (COA) between the United States of America and the State of California.

One modification was made to the original models received from Reclamation, which was to add representation of the CSJWCD-SEWD Settlement Agreement, which shifts 15 taf per year from CSJWCD to SEWD. The 2014 Settlement Agreement prioritizes reductions to CSJWCD and SEWD allocations necessary to provide for the proposed TUD diversion; for consistency, the No Action Alternative models includes these priorities from the 2014 Settlement Agreement.

Table 1 shows water supply allocations for CSJWCD and SEWD with and without the 2014 Settlement Agreement and indicates the change that was made to Reclamation's original CalSim II model.

Table 1. Annual Water Supply Allocation Without and With Settlement Agreement (taf)

Water year type (SJV 602020)	Without Settlement Agreement		With Settlement Agreement	
	SEWD	CSJWCD	SEWD	CSJWCD
Critical years	0	0	0	0
Dry years	0	49	15	34
Wet/AN/BN years	75	80	90	65

Key: SJV 602020 = San Joaquin Valley 60-20-20 Index defined in State Water Resources Control Board Decision 1641

Proposed Action Alternative

The Proposed Action Alternative scenarios were developed for the No Action Alternative CalSim II studies and adding the proposed 6 taf diversion from New Melones Reservoir delivered to TUD (split between 1.1 taf for M&I and 4.9 taf for agriculture). Consistent with the 2014 Settlement Agreement, TUD's proposed diversion was provided by reducing diversions for CSJWCD or SEWD as shown in Table 2. The proposed TUD diversion was delivered in all but San Joaquin Valley 60-20-20 Critical years. TUD's annual diversion volume was patterned monthly using the demand patterns present in CalSim II for diversions at Goodwin Dam by SEWD (for M&I) and CSJWCD (for agriculture). As with the No Action Alternative, two sets of studies were run: a historical and a 2040 Median climate change study.

Table 2. Annual Water Supply Allocation in Alternative Scenario with TUD 6 taf diversion (taf)

Key: SJV 602020 = San Joaquin Valley 60-20-20 Index defined in State Water Resources Control Board Decision 1641

RESULTS



The CalSim II modeling results are summarized in Figures 2-3 and Tables 3-9. Appendices A and B show additional detail on modeling results by month and water year type. New Melones Reservoir storage is essentially unchanged (see Figures 2-3), though there are extremely minor decreases in end of September storage in New Melones Reservoir in most water year types (1-3 taf) due to the different timing of proposed TUD deliveries compared to the timing of reductions in CSJWCD/SEWD deliveries (see Table 3). Proposed TUD deliveries are delivered primarily in the summer for Agricultural, while the decreases in deliveries to

January 9, 2024

Erik Johnson

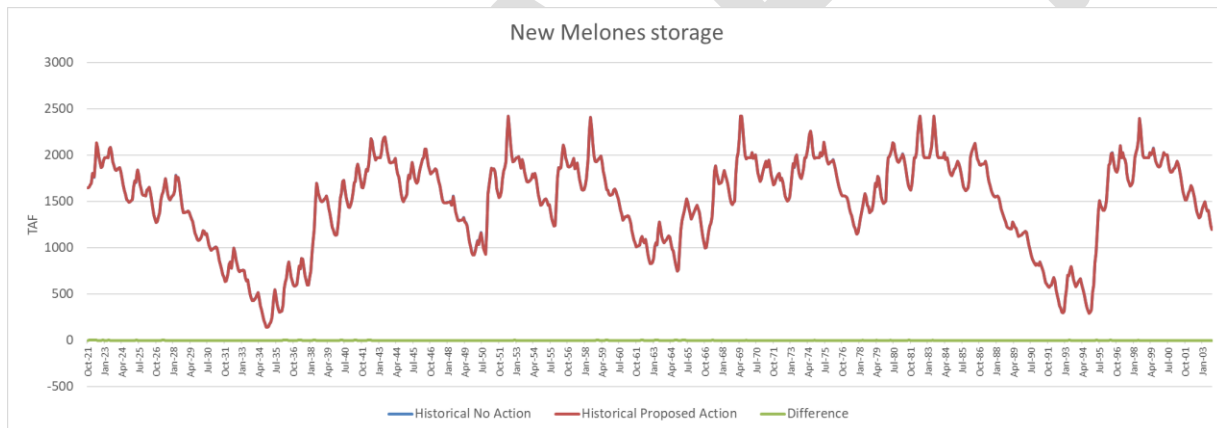
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Reference: Impact Assessment on System Operation and River Temperature for the Proposed Central Valley Project (CVP) Water Service Contract (Draft)

SEWD/CSJWCD are on average closer to an M&I pattern, so are spread more evenly throughout the year. This means that in the Proposed Action Alternative slightly more water is being diverted during the summer, leading to end-of-September storages that are slightly lower. Without deliveries to agriculture in the wet season (fall and winter) New Melones Reservoir recovers this very minor storage deficit.

New Melones Reservoir releases are reduced slightly in all water years except for Critical years, due to the proposed diversion of TUD's water (Table 4). Diversions at Goodwin Dam are decreased due to reduced allocations for SEWD and CSJWCD necessary to provide the water for the proposed TUD diversion (Table 5). Flows on the Stanislaus River below Goodwin Dam and at the confluence with the San Joaquin River are practically identical, due to diversions at Goodwin Dam being reduced by the same amount on an annual basis as TUD's proposed diversions from New Melones Reservoir (see Tables 6-7). As shown in Table 8, this same pattern also occurs on San Joaquin River. The slight change in flows in Wet and Above Normal years at those three locations is due to slight changes in the timing of releases from New Melones Reservoir as a result of storage changes mentioned above.

Delta exports also change slightly by no more than 1 taf (see Table 9). These minor changes are due to the slight random variability in results that occurs in CalSim II, and do not indicate that the Proposed Action Alternative would have any real effects on Delta exports.



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Figure 2. Differences in New Melones Reservoir Storages Between the No Action and Proposed Action, for the Historical Hydrology Scenarios

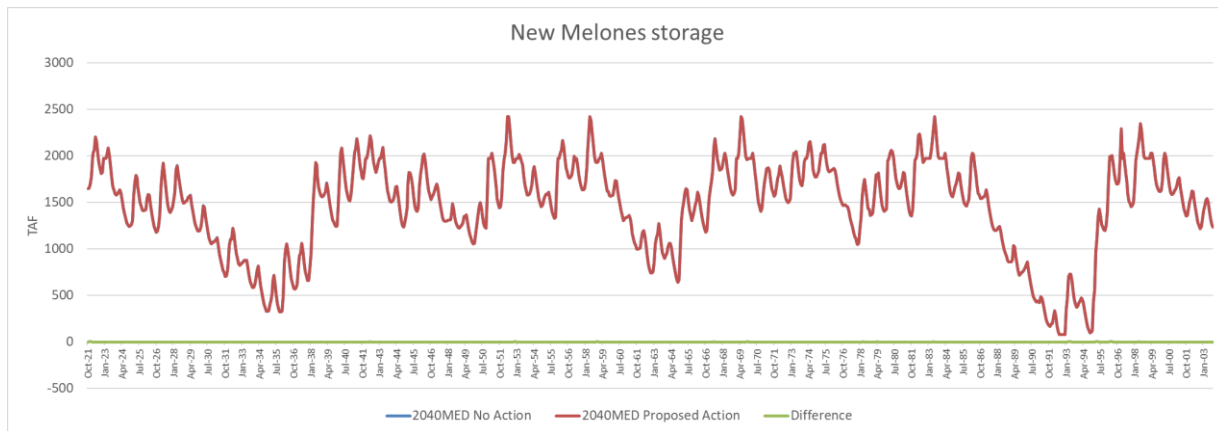


Figure 3. Differences in New Melones Reservoir Storages Between the No Action and Proposed Action, for the 2040 Median Climate Change Hydrology Scenarios

Table 3. Potential Impacts from the Proposed TUD CVP Contract on New Melones Reservoir Storage

Water year type (SJV 602020)	New Melones Reservoir end-of-September Storage (taf)			
	Historical No Action	Historical Proposed Action: Difference from No Action	2040MED No Action	2040MED Proposed Action: Difference from No Action
All	1,417	-1 (0%)	1,325	-1 (0%)
Wet	1,739	-1 (0%)	1,727	-1 (0%)
Above Normal	1,469	-2 (0%)	1,536	-2 (0%)
Below Normal	1,367	-3 (0%)	1,242	-2 (0%)
Dry	1,332	0 (0%)	1,415	0 (0%)
Critical	991	-1 (0%)	1,058	-1 (0%)
Extended droughts (1929-34, 1976- 77, 1987-92)	920	-1 (0%)	800	-1 (0%)

Key: taf = thousand acre-feet; SJV 602020 = San Joaquin Valley 60-20-20 Index defined in State Water Resources Control Board Decision 1641

Reference: Impact Assessment on System Operation and River Temperature for the Proposed Central Valley Project (CVP) Water Service Contract (Draft)

Table 4. Potential Impacts from the Proposed TUD CVP Contract on Stanislaus River Flow below New Melones Reservoir

Water year type (SJV 602020)	Stanislaus River Flow below New Melones Reservoir (Annual Average) (cfs)			
	Historical No Action	Historical Proposed Action: Difference from No Action	2040MED No Action	2040MED Proposed Action: Difference from No Action
All	1,426	-7 (0%)	1,406	-5 (0%)
Wet	1,800	-8 (0%)	1,838	-8 (0%)
Above Normal	1,496	-7 (0%)	1,900	-7 (0%)
Below Normal	1,398	-7 (0%)	1,514	-6 (0%)
Dry	1,211	-10 (-1%)	1,159	-10 (-1%)
Critical	994	-1 (0%)	1,019	-1 (0%)
Extended droughts (1929-34, 1976-77, 1987-92)	1,033	-2 (0%)	996	-1 (0%)

Key: cfs = cubic feet per second; SJV 602020 = San Joaquin Valley 60-20-20 Index defined in State Water Resources Control Board Decision 1641

Table 5. Potential Impacts from the Proposed TUD CVP Contract on Diversions at Goodwin for OID, SSJID, SEWD, and CSJWCD

Water year type (SJV 602020)	Diversions at Goodwin for OID, SSJID, SEWD, and CSJWCD (Annual Average) (taf)			
	Historical No Action	Historical Proposed Action: Difference from No Action	2040MED No Action	2040MED Proposed Action: Difference from No Action
All	626	-5 (-1%)	599	-4 (-1%)
Wet	642	-5 (-1%)	627	-5 (-1%)
Above Normal	663	-5 (-1%)	667	-6 (-1%)
Below Normal	684	-5 (-1%)	653	-5 (-1%)
Dry	624	-8 (-1%)	607	-7 (-1%)
Critical	518	-1 (0%)	533	-1 (0%)
Extended droughts (1929-34, 1976-77, 1987-92)	535	-1 (0%)	513	-1 (0%)

Key: taf = thousand acre-feet; SJV 602020 = San Joaquin Valley 60-20-20 Index defined in State Water Resources Control Board Decision 1641

Reference: Impact Assessment on System Operation and River Temperature for the Proposed Central Valley Project (CVP) Water Service Contract (Draft)

Table 6. Potential Impacts from the Proposed TUD CVP Contract on Stanislaus River Flow at Goodwin

Water year type (SJV 602020)	Stanislaus River Flow at Goodwin (Annual Average) (cfs)			
	Historical No Action	Historical Proposed Action: Difference from No Action	2040MED No Action	2040MED Proposed Action: Difference from No Action
All	603	0 (0%)	620	0 (0%)
Wet	998	-1 (0%)	1,064	-1 (0%)
Above Normal	632	1 (0%)	1,045	1 (0%)
Below Normal	476	0 (0%)	658	0 (0%)
Dry	364	0 (0%)	344	0 (0%)
Critical	281	0 (0%)	291	0 (0%)
Extended droughts (1929-34, 1976-77, 1987-92)	299	0 (0%)	291	0 (0%)

Key: cfs = cubic feet per second; SJV 602020 = San Joaquin Valley 60-20-20 Index defined in State Water Resources Control Board Decision 1641

Table 7. Potential Impacts from the Proposed TUD CVP Contract on Stanislaus River Flow at the Confluence of the San Joaquin River

Water year type (SJV 602020)	Stanislaus River Flow at the Confluence of the San Joaquin River (Annual Average) (cfs)			
	Historical No Action	Historical Proposed Action: Difference from No Action	2040MED No Action	2040MED Proposed Action: Difference from No Action
All	741	0 (0%)	757	0 (0%)
Wet	1,182	-1 (0%)	1,256	-1 (0%)
Above Normal	803	1 (0%)	1,219	1 (0%)
Below Normal	611	0 (0%)	823	0 (0%)
Dry	475	0 (0%)	479	0 (0%)
Critical	340	0 (0%)	375	0 (0%)
Extended droughts (1929-34, 1976-77, 1987-92)	360	0 (0%)	352	0 (0%)

Key: cfs = cubic feet per second; SJV 602020 = San Joaquin Valley 60-20-20 Index defined in State Water Resources Control Board Decision 1641

Reference: Impact Assessment on System Operation and River Temperature for the Proposed Central Valley Project (CVP) Water Service Contract (Draft)

Table 8. Potential Impacts from the Proposed TUD CVP Contract on San Joaquin River Flow at Vernalis

Water year type (SJV 602020)	San Joaquin River Flow at Vernalis (Annual Average) (cfs)			
	Historical No Action	Historical Proposed Action: Difference from No Action	2040MED No Action	2040MED Proposed Action: Difference from No Action
All	4,215	0 (0%)	4,296	0 (0%)
Wet	8,117	-1 (0%)	9,083	-1 (0%)
Above Normal	4,242	1 (0%)	6,587	1 (0%)
Below Normal	2,522	0 (0%)	4,052	0 (0%)
Dry	2,099	0 (0%)	2,124	0 (0%)
Critical	1,431	0 (0%)	1,692	0 (0%)
Extended droughts (1929-34, 1976- 77, 1987-92)	1,552	0 (0%)	1,544	0 (0%)

Key: cfs = cubic feet per second; SJV 602020 = San Joaquin Valley 60-20-20 Index defined in State Water Resources Control Board Decision 1641

Table 9. Potential Impacts from the Proposed TUD CVP Contract on Delta Exports

Water year type (SJV 602020)	Delta Exports (Annual Average) (taf)			
	Historical No Action	Historical Proposed Action: Difference from No Action	2040MED No Action	2040MED Proposed Action: Difference from No Action
All	5,142	-1 (0%)	4,632	-1 (0%)
Wet	6,487	-1 (0%)	6,124	-1 (0%)
Above Normal	5,601	0 (0%)	5,650	-1 (0%)
Below Normal	5,058	-1 (0%)	4,974	-1 (0%)
Dry	4,583	-1 (0%)	4,310	0 (0%)
Critical	3,191	-1 (0%)	3,435	0 (0%)
Extended droughts (1929-34, 1976- 77, 1987-92)	3,084	-1 (0%)	2,702	0 (0%)

Key: taf = thousand acre-feet; SJV 602020 = San Joaquin Valley 60-20-20 Index defined in State Water Resources Control Board Decision 1641

Reference: Impact Assessment on System Operation and River Temperature for the Proposed Central Valley Project (CVP) Water Service Contract (Draft)

WATER TEMPERATURE MODELING

Water temperature modeling was conducted using the Stanislaus HEC-5Q water temperature model, to analyze potential changes in water temperatures on the Stanislaus River at Orange Blossom Bridge.

METHODOLOGY

The Stanislaus HEC-5Q water temperature model was used to simulate the impact of the Proposed Action Alternative on water temperatures in the Stanislaus River. HEC-5Q is Reclamation's standard tool for analyzing temperature impacts of CalSim II scenarios below CVP reservoirs. The version used, dated February 2019, was developed, and used by Reclamation for analysis of the 2019 Long-Term Operations (LTO), and can be used to analyze both historical hydrology and climate change scenarios. A minor modification was made to the model to add TUD's proposed diversion from New Melones Reservoir. The model uses CalSim II outputs as inputs and runs for the same period (1922-2003). It runs on a 6-hour timestep to consider variations in meteorology. Because the flow and storage inputs from CalSim II are on a monthly timestep, results are best analyzed monthly. Separate simulations were conducted for each of the four CalSim II scenarios described in the prior section.

Results analysis focused on changes in temperatures at Orange Blossom Bridge under the historical and 2040 Median Proposed Action scenarios, compared to the corresponding No Action scenario. While there are no quantitative temperature criteria for the Stanislaus River under the LTO/ITP, the ecological surrogate to define the extent of take on California Central Valley steelhead is a daily average temperature of 68 degrees Fahrenheit between May 15 to October 31 at Orange Blossom Bridge.

RESULTS

Table 10 shows the average monthly temperature at Orange Blossom Bridge throughout the period of simulation, and the difference in those temperatures from the No Action Alternative to the Proposed Action Alternative, for both historical and 2040 Median climate change hydrology. Figures 4-7 show exceedance plots of monthly average temperatures for July-October, the warmest months where temperature conditions would be of most concern for California Central Valley steelhead. These results show no discernable differences between the Proposed Action Alternative and No Action Alternative. In Figures 4-7, the exceedance line for the No Action Alternative is not visible and hidden by the exceedance line for the Proposed Action Alternative. There is no change in water temperatures as New Melones Reservoir storage and flows below Goodwin Dam remain unchanged as a result of diversions for the Proposed Action Alternative (refer to the CalSim II discussions).

Reference: Impact Assessment on System Operation and River Temperature for the Proposed Central Valley Project (CVP) Water Service Contract (Draft)

Table 10. Average Monthly Temperatures on Stanislaus River at Orange Blossom Bridge (deg F)

Scenario	Average Monthly Temperature											
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Historical No Action	48.3	49.6	52.8	52.8	54.6	58.9	62.4	61.8	60.2	55.9	54.3	50.5
Historical Proposed Action	48.3	49.6	52.7	52.8	54.6	58.9	62.4	61.8	60.2	55.9	54.3	50.5
2040MED No Action	48.8	50.1	52.7	52.8	54.9	60.0	63.7	62.6	60.7	55.5	54.1	50.6
2040MED Proposed Action	48.8	50.1	52.7	52.8	54.9	60.0	63.6	62.6	60.7	55.5	54.1	50.6
Scenario	Difference in Average Monthly Temperature from Proposed Action to No Action											
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Historical	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2040MED	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

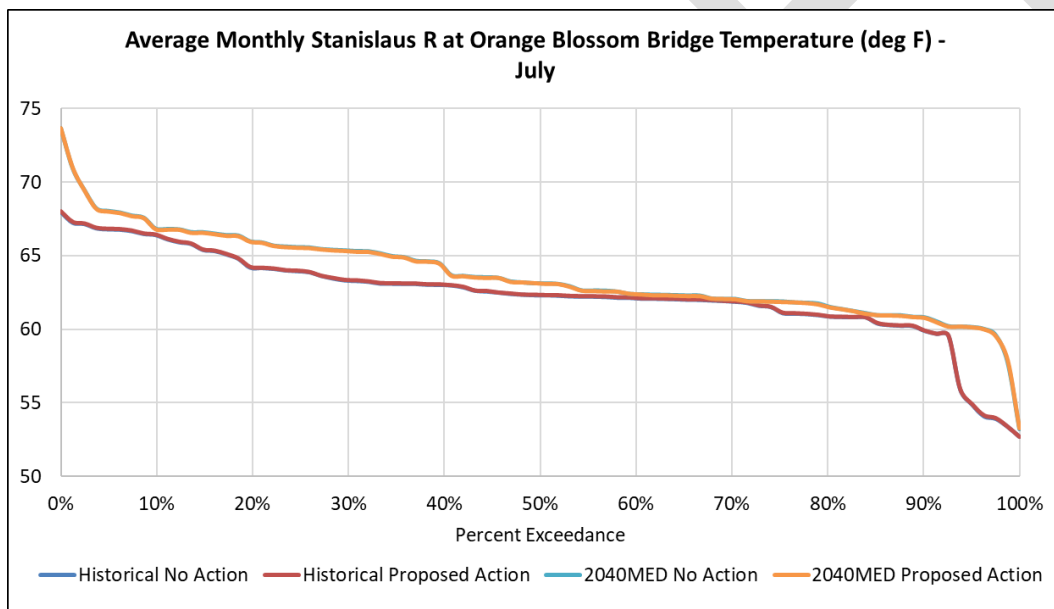


Figure 4. Exceedance Plot of Average Monthly Stanislaus R at Orange Blossom Bridge Temperature (deg F) - July

Reference: Impact Assessment on System Operation and River Temperature for the Proposed Central Valley Project (CVP) Water Service Contract (Draft)

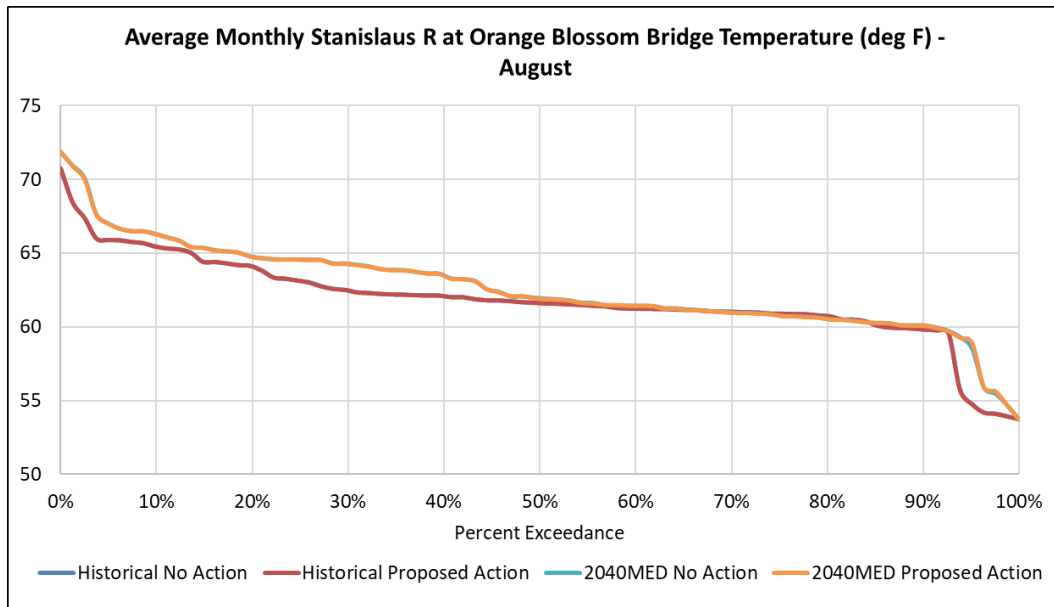


Figure 5. Exceedance Plot of Average Monthly Stanislaus R at Orange Blossom Bridge Temperature (deg F) – August

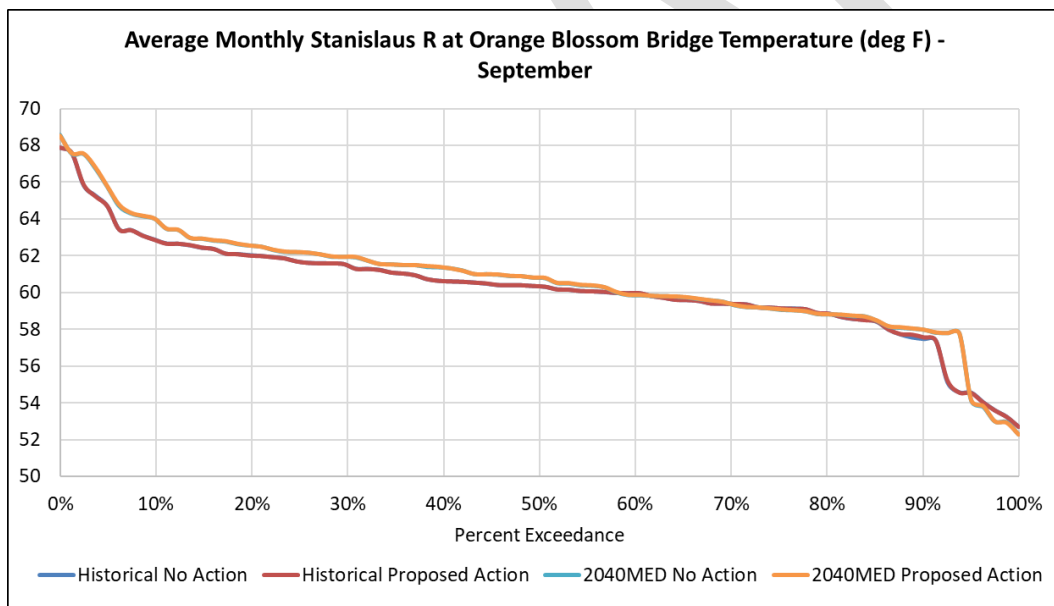


Figure 6. Exceedance Plot of Average Monthly Stanislaus R at Orange Blossom Bridge Temperature (deg F) – September

Reference: Impact Assessment on System Operation and River Temperature for the Proposed Central Valley Project (CVP) Water Service Contract (Draft)

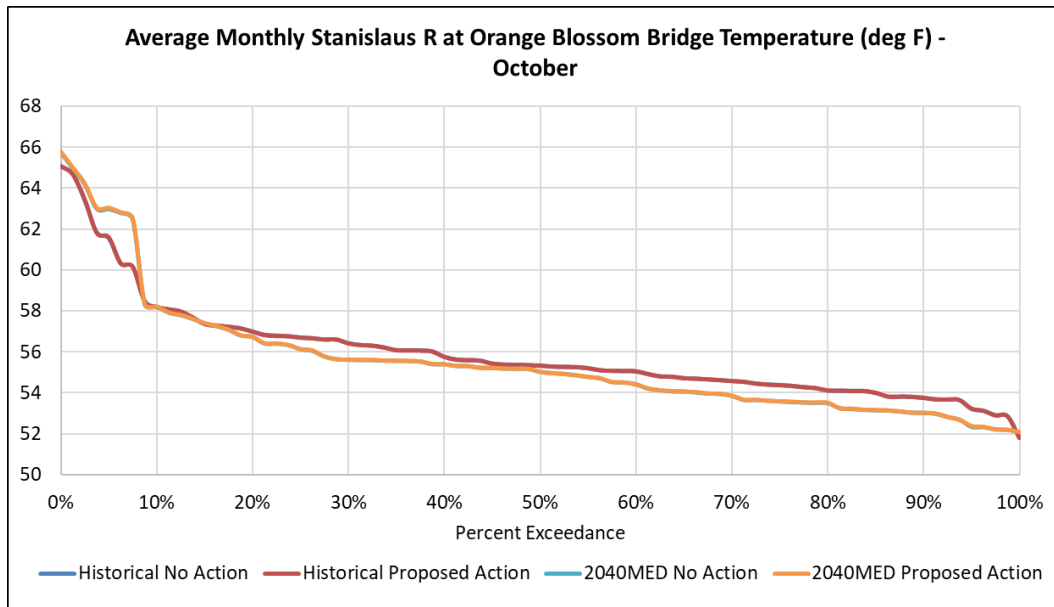


Figure 7. Exceedance Plot of Average Monthly Stanislaus R at Orange Blossom Bridge Temperature (deg F) – October

POWER GENERATION MODELING

Power generation modeling was conducted using the LTGEN model, to analyze potential changes in generation at New Melones.

METHODOLOGY

The LTGEN model was used to conduct power generation modeling for New Melones for the four CalSim II scenarios described in prior sections. LTGEN is a commonly used, publicly available model developed by Reclamation. It calculates long-term power generation capacity and pumping energy consumption for CVP facilities, using reservoir storage and release data from the CalSim II model along with user-specified generation characteristics, such as the number of units and transmission loss. Flows and storages from the entire CalSim II simulation period are used as inputs to the models. Climate change and sea level rise are inherently represented through CalSim II outputs.

RESULTS

The LTGEN model was used to conduct power generation modeling for New Melones for the four CalSim II scenarios described in prior sections. Table 11 shows the average annual power generation throughout the period of simulation, and the difference in power generation from the No Action Alternative to the Proposed Action Alternative, for both historical and 2040 Median climate change hydrology. Differences in power generation are extremely minor (< 1% decrease), caused by the minor changes in New Melones reservoir storage and releases discussed earlier.

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Reference: Impact Assessment on System Operation and River Temperature for the Proposed Central Valley Project (CVP) Water Service Contract (Draft)

Table 11. Annual Power Generation at New Melones (GWh)

Water year type (SJV 602020)	New Melones Power Generation (Annual Average) (GWh)			
	Historical No Action	Historical Proposed Action: Difference from No Action	2040MED No Action	2040MED Proposed Action: Difference from No Action
All Years	467.3	-2.2 (0%)	457.4	-1.7 (0%)
Dry-Critical Years	299.4	-0.4 (0%)	274.5	-0.3 (0%)

Key: GWh = Gigawatt hours; SJV 602020 = San Joaquin Valley 60-20-20 Index defined in State Water Resources Control Board Decision 1641

APPENDIX A: OPERATIONS MODELING RESULTS BY MONTH AND WATER YEAR TYPE, HISTORICAL STUDIES

Table A-1. Potential Impacts from the Proposed TUD CVP Contract on New Melones Reservoir Storage

Water year type (SJV 602020)	Percent Change in end-of-September New Melones Reservoir Storage												Annual Average
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	
All	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Wet	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Above Normal	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Below Normal	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Dry	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Critical	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Extended droughts (1929-34, 1976- 77, 1987-92)	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%

Key: SJV 602020 = San Joaquin River 60-20-20 Index defined in State Water Resources Control Board Decision 1641

Table A-2. Potential Impacts from the Proposed TUD CVP Contract on Stanislaus River Flow below New Melones Reservoir

Water year type (SJV 602020)	Percent Change in Stanislaus River Flow below New Melones Reservoir												Annual Average
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	
All	-1%	-1%	-1%	-1%	0%	0%	0%	0%	0%	-1%	0%	-1%	0%
Wet	-1%	-1%	-1%	0%	0%	0%	0%	0%	0%	-1%	0%	-1%	0%
Above Normal	-1%	-1%	-1%	0%	-1%	-1%	0%	0%	0%	0%	0%	-1%	0%
Below Normal	-1%	-1%	-1%	-1%	-1%	0%	0%	0%	0%	0%	0%	-1%	0%
Dry	-1%	-1%	-2%	-1%	0%	0%	0%	-1%	-1%	-1%	-1%	-1%	-1%
Critical	0%	-1%	-1%	-1%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Extended droughts (1929-34, 1976- 77, 1987-92)	-1%	-1%	-1%	-1%	0%	0%	0%	0%	0%	-1%	0%	-1%	0%

Key: SJV 602020 = San Joaquin River 60-20-20 Index defined in State Water Resources Control Board Decision 1641

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Reference: Impact Assessment on System Operation and River Temperature for the Proposed Central Valley Project (CVP) Water Service Contract (Draft)

Table A-3. Potential Impacts from the Proposed TUD CVP Contract on Diversions at Goodwin for OID, SSJID, SEWD, and CSJWCD

Water year type (SJV 602020)	Percent Change in Diversions at Goodwin for OID, SSJID, SEWD, and CSJWCD												Annual Average
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	
All	-1%	-2%	-2%	-2%	-2%	-1%	-1%	-1%	-1%	-1%	-1%	-1%	-1%
Wet	-1%	-2%	-2%	-2%	-3%	-2%	-1%	-1%	-1%	-1%	-1%	-1%	-1%
Above Normal	-1%	-3%	-3%	-2%	-3%	-2%	-1%	-1%	-1%	-1%	-1%	-1%	-1%
Below Normal	-1%	-2%	-3%	-2%	-1%	0%	-1%	-1%	-1%	-1%	-1%	-1%	-1%
Dry	-2%	-2%	-3%	-3%	0%	0%	-1%	-1%	-1%	-2%	-1%	-1%	-1%
Critical	-1%	-1%	-2%	-1%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Extended droughts (1929-34,1976- 77,1987-92)	-1%	-1%	-1%	-1%	0%	0%	0%	0%	0%	0%	0%	0%	0%

Key: SJV 602020 = San Joaquin River 60-20-20 Index defined in State Water Resources Control Board Decision 1641

Table A-4. Potential Impacts from the Proposed TUD CVP Contract on Stanislaus River Flow at Goodwin

Water year type (SJV 602020)	Percent Change in Stanislaus River Flow at Goodwin												Annual Average
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	
All	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Wet	0%	0%	0%	0%	0%	0%	0%	0%	0%	-1%	0%	0%	0%
Above Normal	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Below Normal	0%	0%	0%	1%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Dry	0%	0%	0%	0%	1%	0%	0%	0%	0%	0%	0%	0%	0%
Critical	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Extended droughts (1929-34,1976- 77,1987-92)	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%

Key: SJV 602020 = San Joaquin River 60-20-20 Index defined in State Water Resources Control Board Decision 1641

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Reference: Impact Assessment on System Operation and River Temperature for the Proposed Central Valley Project (CVP) Water Service Contract (Draft)

Table A-5. Potential Impacts from the Proposed TUD CVP Contract on Stanislaus River Flow at the Confluence of the San Joaquin River

Water year type (SJV 602020)	Percent Change in Stanislaus River Flow at the Confluence of the San Joaquin River												Annual Average
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	
All	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Wet	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Above Normal	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Below Normal	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Dry	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Critical	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Extended droughts (1929-34,1976- 77,1987-92)	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%

Key: SJV 602020 = San Joaquin River 60-20-20 Index defined in State Water Resources Control Board Decision 1641

Table A-6. Potential Impacts from the Proposed TUD CVP Contract on San Joaquin River Flow at Vernalis

Water year type (SJV 602020)	Percent Change in San Joaquin River Flow at Vernalis												Annual Average
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	
All	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Wet	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Above Normal	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Below Normal	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Dry	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Critical	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Extended droughts (1929-34,1976- 77,1987-92)	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%

Key: SJV 602020 = San Joaquin River 60-20-20 Index defined in State Water Resources Control Board Decision 1641

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Reference: Impact Assessment on System Operation and River Temperature for the Proposed Central Valley Project (CVP) Water Service Contract (Draft)

Table A-7. Potential Impacts from the Proposed TUD CVP Contract on Delta Exports

Water year type (SJV 602020)	Percent Change in Delta Exports												Annual Average
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	
All	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Wet	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Above Normal	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Below Normal	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Dry	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Critical	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Extended droughts (1929-34,1976- 77,1987-92)	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%

Key: SJV 602020 = San Joaquin River 60-20-20 Index defined in State Water Resources Control Board Decision 1641

APPENDIX B: OPERATIONS MODELING RESULTS BY MONTH AND WATER YEAR TYPE, 2040MED STUDIES

Table B-1. Potential Impacts from the Proposed TUD CVP Contract on New Melones Reservoir Storage

Water year type (SJV 602020)	Percent Change in end-of-September New Melones Reservoir Storage												Annual Average
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	
All	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Wet	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Above Normal	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Below Normal	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Dry	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Critical	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Extended droughts (1929-34,1976- 77,1987-92)	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%

Key: SJV 602020 = San Joaquin River 60-20-20 Index defined in State Water Resources Control Board Decision 1641

Table B-2. Potential Impacts from the Proposed TUD CVP Contract on Stanislaus River Flow below New Melones Reservoir

Water year type (SJV 602020)	Percent Change in Stanislaus River Flow below New Melones Reservoir												Annual Average
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	
All	-1%	-1%	-1%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Wet	-1%	-1%	-1%	0%	0%	0%	0%	0%	0%	-1%	-1%	-1%	0%
Above Normal	-1%	-1%	0%	0%	0%	0%	0%	0%	0%	0%	0%	-1%	0%
Below Normal	0%	-1%	-1%	0%	0%	-1%	0%	0%	0%	0%	0%	-1%	0%
Dry	0%	-1%	-1%	-1%	0%	0%	0%	-1%	-1%	-1%	-1%	-1%	-1%
Critical	0%	-1%	-1%	-1%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Extended droughts (1929-34,1976- 77,1987-92)	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%

Key: SJV 602020 = San Joaquin River 60-20-20 Index defined in State Water Resources Control Board Decision 1641

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Reference: Impact Assessment on System Operation and River Temperature for the Proposed Central Valley Project (CVP) Water Service Contract (Draft)

Table B-3. Potential Impacts from the Proposed TUD CVP Contract on Diversions at Goodwin for OID, SSJID, SEWD, and CSJWCD

Water year type (SJV 602020)	Percent Change in Diversions at Goodwin for OID, SSJID, SEWD, and CSJWCD												Annual Average
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	
All	-1%	-2%	-2%	-2%	-1%	-1%	0%	0%	0%	0%	0%	-1%	-1%
Wet	-1%	-2%	-2%	-2%	-3%	-2%	-1%	-1%	-1%	-1%	-1%	-1%	-1%
Above Normal	-2%	-2%	-3%	-2%	-3%	-2%	-1%	-1%	-1%	-1%	-1%	-1%	-1%
Below Normal	-1%	-2%	-2%	-2%	-1%	-1%	-1%	-1%	-1%	-1%	-1%	-1%	-1%
Dry	-1%	-2%	-2%	-2%	0%	0%	0%	-1%	-2%	-2%	-1%	-1%	-1%
Critical	-1%	-1%	-2%	-2%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Extended droughts (1929-34,1976- 77,1987-92)	0%	-1%	-1%	-1%	0%	0%	0%	0%	0%	0%	0%	0%	0%

Key: SJV 602020 = San Joaquin River 60-20-20 Index defined in State Water Resources Control Board Decision 1641

Table B-4. Potential Impacts from the Proposed TUD CVP Contract on Stanislaus River Flow at Goodwin

Water year type (SJV 602020)	Percent Change in Stanislaus River Flow at Goodwin												Annual Average
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	
All	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	-1%	0%	0%
Wet	0%	0%	0%	0%	0%	0%	0%	0%	0%	-1%	-2%	0%	0%
Above Normal	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Below Normal	0%	0%	0%	1%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Dry	0%	0%	0%	0%	1%	0%	0%	0%	0%	0%	0%	0%	0%
Critical	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Extended droughts (1929-34,1976- 77,1987-92)	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%

Key: SJV 602020 = San Joaquin River 60-20-20 Index defined in State Water Resources Control Board Decision 1641

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Reference: Impact Assessment on System Operation and River Temperature for the Proposed Central Valley Project (CVP) Water Service Contract (Draft)

Table B-5. Potential Impacts from the Proposed TUD CVP Contract on Stanislaus River Flow at the Confluence of the San Joaquin River

Water year type (SJV 602020)	Percent Change in Stanislaus River Flow at the Confluence of the San Joaquin River												Annual Average
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	
All	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Wet	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	-1%	0%	0%
Above Normal	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Below Normal	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Dry	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Critical	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Extended droughts (1929-34,1976- 77,1987-92)	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%

Key: SJV 602020 = San Joaquin River 60-20-20 Index defined in State Water Resources Control Board Decision 1641

Table B-6. Potential Impacts from the Proposed TUD CVP Contract on San Joaquin River Flow at Vernalis

Water year type (SJV 602020)	Percent Change in San Joaquin River Flow at Vernalis												Annual Average
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	
All	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Wet	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Above Normal	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Below Normal	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Dry	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Critical	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Extended droughts (1929-34,1976- 77,1987-92)	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%

Key: SJV 602020 = San Joaquin River 60-20-20 Index defined in State Water Resources Control Board Decision 1641

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Reference: Impact Assessment on System Operation and River Temperature for the Proposed Central Valley Project (CVP) Water Service Contract (Draft)

Table B-7. Potential Impacts from the Proposed TUD CVP Contract on Delta Exports

Water year type (SJV 602020)	Percent Change in Delta Exports												Annual Average
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	
All	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Wet	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Above Normal	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Below Normal	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Dry	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Critical	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Extended droughts (1929-34,1976- 77,1987-92)	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%

Key: SJV 602020 = San Joaquin River 60-20-20 Index defined in State Water Resources Control Board Decision 1641

Appendix C

AB 52 Tribal Outreach Letters



TUOLUMNE UTILITIES DISTRICT

18885 Nugget Blvd.
Sonora, CA 95370
(209) 532-5536
www.tudwater.com

October 21, 2024

Sent via certified mail

Mr. Kyle Cox
Vice Chair
Tuolumne Band of Me-Wuk Indians
P.O. Box 699
Tuolumne, CA 95379

Subject: AB 52 Notification for the Long-Term Water Service Contract

Dear Mr. Cox,

This letter serves as a formal invitation to the Tuolumne Band of Me-Wuk Indians (Tribe) to begin government-to-government consultation with the Tuolumne Utilities District (TUD) under Assembly Bill 52 (AB 52), pursuant to Public Resources Code (PRC) §21080.3.1. The proposed Project is the TUD Board of Directors' consideration and approval (a discretionary action) of a long-term water service contact with the U.S. Bureau of Reclamation (Reclamation) that would allow TUD to: (1) facilitate diversion of Central Valley Project (CVP) water from New Melones Reservoir for delivery to its service area including the Chicken Ranch Rancheria as envisioned under build-out of the Tuolumne County General Plan (2040); and (2) increase dry-year water supply reliability in TUD's service area. The Project as proposed would support the long-term viability of TUD's mission to provide high quality water to its customers and provide multiple inter-related benefits to TUD and its customers. The proposed Project does not include ground-disturbing activities or the implementation of new pipelines or facilities.

New Melones Reservoir impounds the Stanislaus River between the towns of Sonora and Angels Camp on Highway 49, sixty miles upstream of the confluence with the San Joaquin River. New Melones Reservoir is in Section 26, Township 2 North, Range 13 East, Mount Diablo Principal Meridian, as depicted in the *Columbia, Copperopolis, Jackson, and Sonora, California*, U.S. Geological Survey 7.5-minute topographic maps (see Attachments 1 and 2).

TUD is the lead agency under the California Environmental Quality Act (CEQA) and is committed to working collaboratively with the Tribe to properly account for resources important to the Tribe. TUD is preparing an Initial Study for the proposed Project. As part of the cultural resources review of the proposed Project under CEQA, we are writing to provide the Tribe an opportunity to submit any information the Tribe is willing to share about cultural resources or tribal cultural resources as defined in PRC §21074, that may be within and/or near the New Melones Reservoir shown in Attachment 1 and 2. We understand that the locations of these resources are sensitive, and resource locations will not be disclosed in public documents and will be kept confidential as provided for under California Government Code §6254.10.

If the Tribe wishes to engage in formal government-to-government consultation with TUD for the proposed Project under AB 52 and PRC §21080.3.1, please respond within 30 calendar days of this notice in writing with the Tribe's designated Point of Contact(s) for consultation to TUD Engineering Department, District Engineer Mr. Erik Johnson at ejohnson@tudwater.com or by letter to 18885 Nugget Blvd. Sonora CA 95370.

If the Tribe has any non-project questions or needs additional information, please contact TUD Engineering Coordinator Ms. Cyndi Schlenz at cschlencz@tudwater.com or 209-532-5536 x512.

Respectfully,

Mr. Erik Johnson, District Engineer

Attachments:

Map: Vicinity

Map: Location

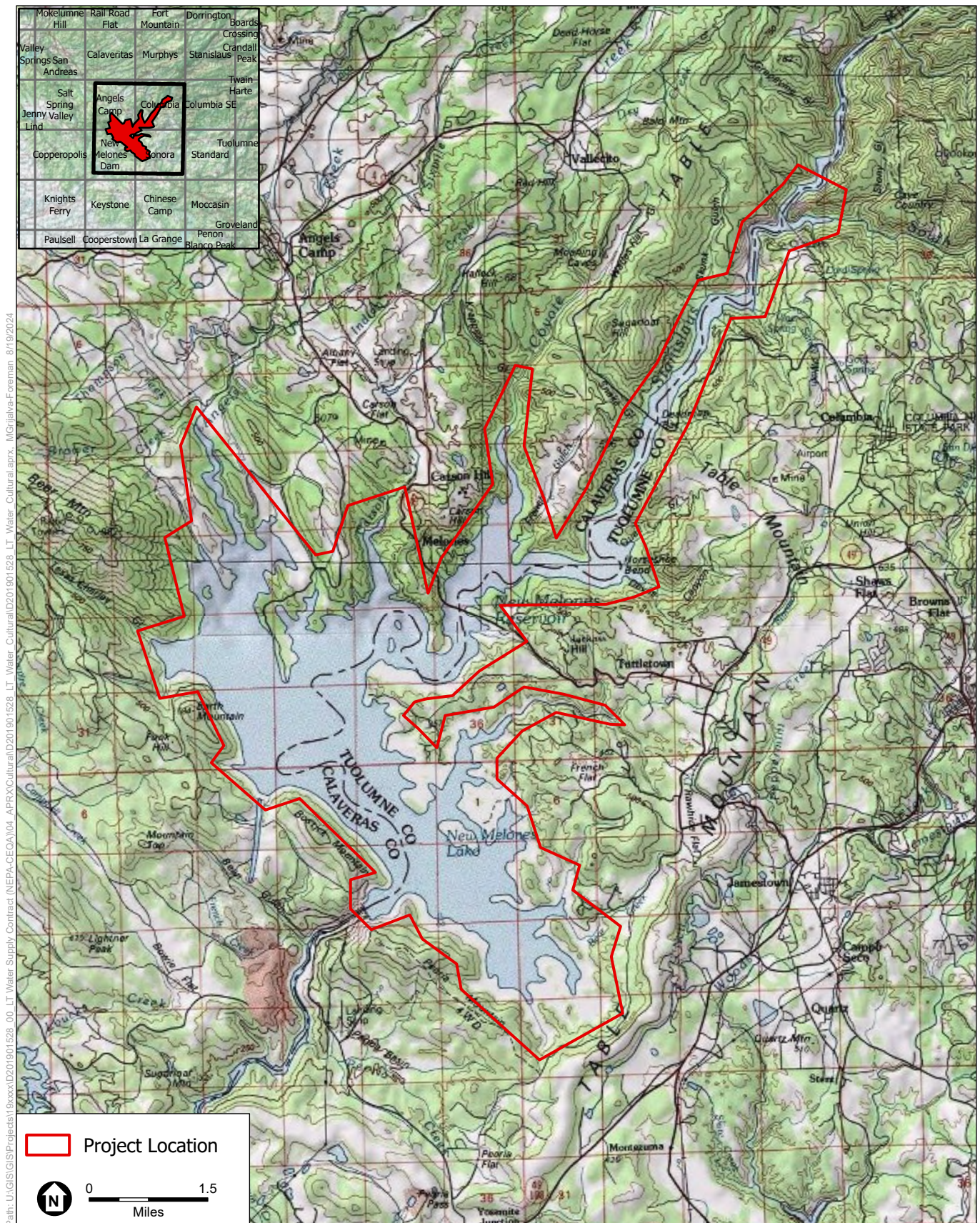


SOURCE: ESA, 2024; National Geographic, 2024

D201901528.00 - Long-Term Water Supply Contract

Figure 1
Project Vicinity





SOURCE: ESA, 2024; USGS, 2024

D201901528.00 - Long-Term Water Supply Contract

Figure 2
Project Location



October 21, 2024

Sent via certified mail

Ms. Stephanie Suess
Community and Resources Development Director
Chicken Ranch Rancheria of Me-Wuk Indians of CA
P.O. Box 1159
Jamestown, CA 95327

Subject: AB 52 Notification for the Long-Term Water Service Contract

Dear Ms. Suess,

This letter serves as a formal invitation to the Chicken Ranch Rancheria (Tribe) to begin government-to-government consultation with the Tuolumne Utilities District (TUD) under Assembly Bill 52 (AB 52), pursuant to Public Resources Code (PRC) §21080.3.1. The proposed Project is the TUD Board of Directors' consideration and approval (a discretionary action) of a long-term water service contact with the U.S. Bureau of Reclamation (Reclamation) that would allow TUD to: (1) facilitate diversion of Central Valley Project (CVP) water from New Melones Reservoir for delivery to its service area including the Chicken Ranch Rancheria as envisioned under build-out of the Tuolumne County General Plan (2040); and (2) increase dry-year water supply reliability in TUD's service area. The Project as proposed would support the long-term viability of TUD's mission to provide high quality water to its customers and provide multiple inter-related benefits to TUD and its customers. The proposed Project does not include ground-disturbing activities or the implementation of new pipelines or facilities.

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Respectfully,

Mr. Erik Johnson, District Engineer

Attachments:

Map: Vicinity

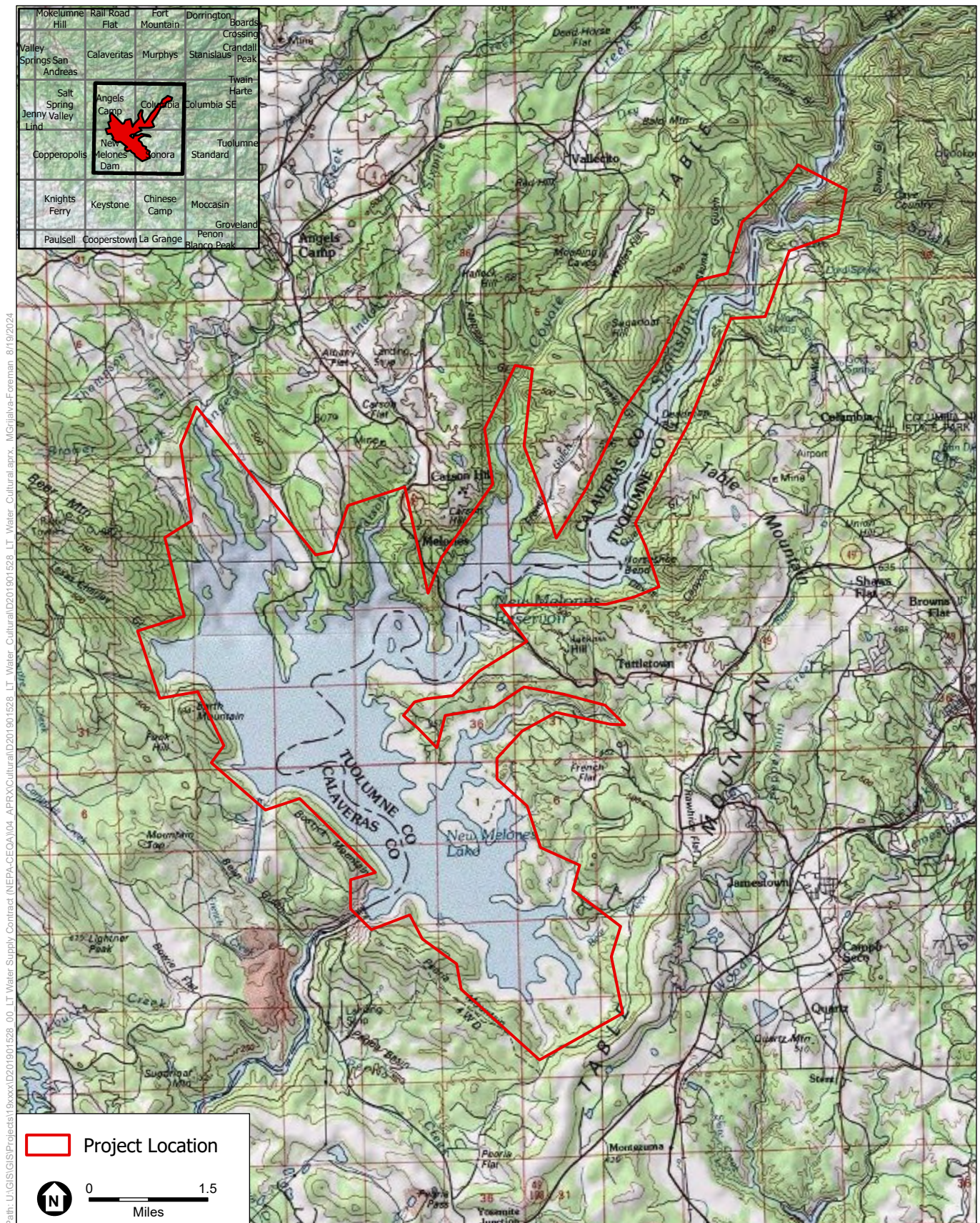
Map: Location



SOURCE: ESA, 2024; National Geographic, 2024

D201901528.00 - Long-Term Water Supply Contract

Figure 1
Project Vicinity



SOURCE: ESA, 2024; USGS, 2024

D201901528.00 - Long-Term Water Supply Contract

Figure 2
Project Location

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MR. Kyle Cox - Tuolumne Band Mewuk

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P.O. Box 699

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Ms. Stephanie Sves - Chicken Ranch

Street and Apt. No., or PO Box No.

P.O. Box 1159

City, State, ZIP+4®
 Jamestown, CA 95327

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Ms. Stephanie Sress
Chicken Ranch Rancheria
P.O. Box 1159
Jamestown CA 95327



9590 9402 1470 5329 1575 27

2. Article Number (Transfer from service label)

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| ☐ Certified Mail® | ☐ Registered Mail Restricted Delivery |
| ☐ Certified Mail Restricted Delivery | ☐ Return Receipt for Merchandise |
| ☐ Collect on Delivery | ☐ Signature Confirmation™ |
| ☐ Collect on Delivery Restricted Delivery | ☐ Signature Confirmation Restricted Delivery |
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1. Article Addressed to:

Mr. Kyle Cox
Tulame Band of Maidu
P.O. Box 699
Tulame CA 95379



9590 9402 1470 5329 1575 34

2. Article Number (Transfer from service label)

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COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *[Signature]* ☐ Agent
☒ Addressee

B. Received by (Printed Name)

[Signature] C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☒ No

3. Service Type

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