

DRAFT

Plan for the Recirculation, Recapture, Reuse, Exchange, or Transfer of Interim and Restoration Flows

SAN JOAQUIN RIVER
RESTORATION PROGRAM



February 10, 2011

Mission Statements

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

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

Table of Contents

1.0 Purpose.....	1-1
1.1 Plan Authorization	1-1
1.1.1 Section 10004(a)(4) of Public Law 111-11	1-1
1.1.2 Paragraph 16(a) of Settlement	1-2
1.2 Related Provisions	1-3
1.2.1 Section 10004(a)(3) of Public Law 111-11	1-3
1.2.2 Section 10004(d) of Public Law 111-11	1-3
1.2.3 Section 10004(f) of Public Law 111-11.....	1-3
1.2.4 Section 10004(g) of Public Law 11-11	1-3
1.2.5 Section 10004(j) of Public Law 111-11.....	1-3
2.0 Recapture.....	2-1
2.1 Recapture Water.....	2-1
2.2 Recapture Locations.....	2-2
2.2.1 Restoration Area	2-2
2.2.2 Lower San Joaquin River.....	2-3
2.2.3 Sacramento-San Joaquin Rivers Delta.....	2-3
3.0 Recirculation	3-1
3.1 Recirculation Water	3-1
3.2 Priority in San Luis Reservoir.....	3-1
3.3 Agreements	3-1
3.4 Notification of Availability.....	3-1
3.5 Delivery to Friant Division Long-Term Contractors	3-2
3.6 Accounting.....	3-4
4.0 Measurement	4-1
5.0 Plan Funding	5-2
6.0 Cooperation and Consultation.....	6-1
Appendix A	6-1

Appendix B **6-1**

Appendix C **6-1**

Appendix D **6-1**

Appendix E **6-2**

Figures

Figure 2-1. Relative Locations of Infrastructure and Potential Actions for SJRRP
Recapture 2-4

List of Abbreviations and Acronyms

CVP	Central Valley Project
DWR	California Department of Water Resources
DMC	Delta-Mendota Canal
NWR	National Wildlife Refuge
Reclamation	U.S. Department of the Interior, Bureau of Reclamation
Secretary	Secretary of the U.S. Department of the Interior
Settlement	Stipulation of Settlement in <i>Natural Resource Defense Council, et al. v. Kirk Rodgers, et al., United States District Court, Eastern District of California, No. CIV. S-88-1658-LKK/GGH</i>
SJRRP	San Joaquin River Restoration Program
SJRRP Act	Title X, Subtitle A, Public Law 111-11, San Joaquin River Restoration Settlement Act
SJRRP Flows	SJRRP Interim Flows and Restoration Flows
SWP	State Water Project

1 1.0 Purpose

2 This Plan implements the recirculation, recapture, reuse, exchange, or transfer of
 3 San Joaquin River Restoration Program Interim Flows and Restoration Flows
 4 (SJRRP Flows) required pursuant to Section 10004(a)(4) of Public Law 111-11,
 5 San Joaquin River Restoration Settlement Act (SJRRP Act), and Paragraph 16(a) of the
 6 Stipulation of Settlement dated September 13, 2006, in the litigation entitled *Natural*
 7 *Resource Defense Council, et al. v. Kirk Rodgers, et al., United States District Court,*
 8 *Eastern District of California, No. CIV. S-88-1658-LKK/GGH* (Settlement).

9 It is anticipated that additional information will become available on the recirculation,
 10 recapture, reuse, exchange, or transfer of SJRRP Flows and may result in the need for
 11 amendment and/or supplement of this Plan. The Secretary's procedures for continued
 12 cooperation and consultation with the parties in implementing and updating this Plan are
 13 provided in more detail in Section 5 of this Plan.

14 1.1 Plan Authorization

15 1.1.1 Section 10004(a)(4) of Public Law 111- 16 11

17 *(a) IN GENERAL. – The Secretary of the Interior is hereby authorized and*
 18 *directed to implement the terms and conditions of the Settlement in*
 19 *cooperation with the State of California, including the following measures*
 20 *as these measures are prescribed in the Settlement:*

21 *(4) Implement the terms and conditions of paragraph 16 of the*
 22 *Settlement related to recirculation, recapture, reuse, exchange, or*
 23 *transfer of water released for Restoration Flows or Interim Flows, for*
 24 *the purpose of accomplishing the Water Management Goal of the*
 25 *Settlement, subject to—*

26 *(A) applicable provisions of California water law;*

27 *(B) the Secretary's use of Central Valley Project facilities to make*
 28 *Project water (other than water released from Friant Dam*
 29 *pursuant to the Settlement) and water acquired through transfers*
 30 *available to existing south-of-Delta Central Valley Project*
 31 *contractors; and*

32 *(C) the Secretary's performance of the Agreement of November 24,*
 33 *1986, between the United States of America and the Department of*
 34 *Water Resources of the State of California for the coordinated*
 35 *operation of the Central Valley Project and the State Water*

1 *Project as authorized by Congress in section 2(d) of the Act of*
2 *August 26, 1937 (50 Stat. 850, 100 Stat. 3051), including any*
3 *agreement to resolve conflicts arising from said Agreement.*

4 **1.1.2 Paragraph 16(a) of Settlement**

5 *16. In order to achieve the Water Management Goal, immediately upon*
6 *the Effective Date of this Settlement, the Secretary [of the Interior], in*
7 *consultation with the Plaintiffs and Friant Parties, shall commence*
8 *activities pursuant to applicable law and provisions of this Settlement to*
9 *develop and implement the following:*

10 *(a) A plan for recirculation, recapture, reuse, exchange or transfer of*
11 *the Interim Flows and Restoration Flows for the purpose of reducing*
12 *or avoiding impacts to water deliveries to all of the Friant Division*
13 *long-term contractors caused by the Interim Flows and Restoration*
14 *Flows. The plan shall include provisions for funding necessary*
15 *measures to implement the plan. The plan shall:*

16 *(1) ensure that any recirculation, recapture, reuse, exchange or*
17 *transfer of the Interim Flows and Restoration Flows shall have no*
18 *adverse impact on the Restoration Goal, downstream water quality*
19 *or fisheries;*

20 *(2) be developed and implemented in accordance with all*
21 *applicable laws, regulations and standards. The Parties agree that*
22 *this Paragraph 16 shall not be relied upon in connection with any*
23 *request or proceeding relating to any increase in Delta pumping*
24 *rates or capacity beyond current criteria existing as of the*
25 *Effective Date of this Settlement;*

26 *(3) be developed and implemented in a manner that does not*
27 *adversely impact the Secretary's ability to meet contractual*
28 *obligations existing as of the Effective Date of this Settlement; and*

29 *(4) the plan shall not be inconsistent with agreements between the*
30 *United States Bureau of Reclamation and the California*
31 *Department of Water Resources existing on the Effective Date of*
32 *this Settlement, with regard to operation of the CVP and State*
33 *Water Project.*

1.2 Related Provisions

1.2.1 Section 10004(a)(3) of Public Law 111-11

(a) IN GENERAL. — The Secretary of the Interior is hereby authorized and directed to implement the terms and conditions of the Settlement in cooperation with the State of California, including the following measures as these measures are prescribed in the Settlement:

(3) Acquire water, water rights, or options to acquire water as described in paragraph 13 of the Settlement, provided, however, such acquisitions shall only be made from willing sellers and not through eminent domain.

1.2.2 Section 10004(d) of Public Law 111-11

MITIGATION OF IMPACTS. - Prior to the implementation of decisions or agreements to construct, improve, operate, or maintain facilities that the Secretary determines are needed to implement the Settlement, the Secretary shall identify —

(1) the impacts associated with such actions; and

(2) the measures which shall be implemented to mitigate impacts on adjacent and downstream water users and landowners.

1.2.3 Section 10004(f) of Public Law 111-11

EFFECT ON CONTRACT WATER ALLOCATIONS. — Except as otherwise provided in this section, the implementation of the Settlement and the reintroduction of California Central Valley Spring Run Chinook salmon pursuant to the Settlement and section 10011, shall not result in the involuntary reduction in contract water allocations to Central Valley Project long-term contractors, other than Friant Division long-term contractors.

1.2.4 Section 10004(g) of Public Law 111-11

EFFECT ON EXISTING WATER CONTRACTS. — Except as provided in the Settlement and this part, nothing in this part shall modify or amend the rights and obligations of the parties to any existing water service, repayment, purchase, or exchange contract.

1.2.5 Section 10004(j) of Public Law 111-11

SAN JOAQUIN RIVER EXCHANGE CONTRACT. — Subject to section 10006(b), nothing in this part shall modify or amend the rights and obligations under the Purchase Contract between Miller and Lux and the United States and the Second Amended Exchange Contract between the United States, Department of the Interior, Bureau of Reclamation and Central

San Joaquin River Restoration Program

- 1 *California Irrigation District, San Luis Canal Company, Firebaugh Canal*
- 2 *Water District and Columbia Canal Company.*

1 2.0 Recapture

2 This section describes the Secretary's procedures for determining the volume of
3 SJRRP Flows available for recapture: within the Restoration Area; outside of the
4 Restoration Area; and, in the Sacramento-San Joaquin Rivers Delta for the purpose of
5 making recaptured SJRRP Flows available for recirculation in south-of-delta facilities.

6 The procedures and requirements for releasing and monitoring SJRRP Flows to meet
7 Settlement requirements are described in the *Restoration Flow Guidelines* and the
8 *State Water Resources Control Board Order WR2010-0029-DWR*, as may be amended,
9 supplemented, or replaced.

10 2.1 Recapture Water

11 The Secretary shall be responsible for determining the volume of SJRRP Flows made
12 available for recapture (Recapture Water). Recapture Water shall be defined in this Plan
13 as: the additional flows released from Friant Dam for meeting the approved SJRRP Flows
14 Schedules under the Bureau of Reclamation's (Reclamation) water rights and made
15 available for recirculation in south-of-delta facilities.

16 Releases and flows in the San Joaquin River that are not Recapture Water include, but are
17 not necessarily limited to, the following:

- 18 • ***Holding Contract Releases:*** Pursuant to Reclamation's water rights and holding
19 contracts, Reclamation is required to make releases from Friant Dam to maintain
20 five cubic feet per second at Gravelly Ford. The Secretary, to the extent
21 practicable, shall not include the holding contracts releases as Recapture Water
22 available pursuant to this Plan.
- 23 • ***Friant Dam Flood Releases:*** Reclamation is required to make releases from
24 Friant Dam to maintain rain and snowmelt flood conservation spaces consistent
25 with the U.S. Army Corps of Engineers Flood Control Diagram. Flood releases
26 from Friant Dam shall not be included by the Secretary, to the extent practicable,
27 as Recapture Water available pursuant to this Plan.
- 28 • ***King's River and Other Tributary Flows:*** Flows from Kings River and other
29 tributaries, such as Cottonwood Creek and Little Dry Creek, may provide inflows
30 into the San Joaquin River which exceed the approved SJRRP Flows Schedules.
31 The Secretary, to the extent practicable, shall not include these tributary flows as
32 Recapture Water available pursuant to this Plan.

2.2.2 Lower San Joaquin River

1
2 The Lower San Joaquin River includes the area downstream of the confluence with the
3 Merced River to the Sacramento-San Joaquin Rivers Delta. Recapture Water in the
4 Lower San Joaquin River shall be determined by measuring the SJRRP Flows passing the
5 Dos Palos gage, less the conveyance loss provided in Appendix C. In addition,
6 Recapture Water in the Lower San Joaquin River is dependent upon: the inclusion of
7 these locations in Reclamation’s water rights permits; entering into agreements with the
8 owners and operators of non-Federal facilities; and, construction of any required
9 facilities. Non-Federal entities with facilities on the Lower San Joaquin River include:
10 Patterson Water District; West Stanislaus Irrigation District; and, Banta Carbona
11 Irrigation District.

2.2.3 Sacramento-San Joaquin Rivers Delta

12
13 The locations for recapture in the Sacramento-San Joaquin Rivers Delta (Delta) are the
14 existing Central Valley Project and State Water Project facilities in the Delta
15 (i.e. William “Bill” Jones and Harvey O. Banks Pumping Plants, respectively). The
16 Secretary shall determine the amount of SJRRP Flows reaching the CVP and SWP
17 facilities in cooperation with the State of California. Recapture Water in the Delta shall
18 be determined by: 1) measuring the SJRRP Flows passing the Dos Palos gage, less the
19 conveyance loss provided in Appendix C; and, 2) identifying the increase in pumping by
20 the CVP and SWP facilities from the Delta resulting from SJRRP Flows. The increase in
21 pumping by CVP and SWP facilities shall be subject, but is not necessarily limited to, the
22 following conditions:

- 23 ➤ Balance Conditions with the Cooperative Operating Agreement in effect: 100% of
24 SJRRP Flows
- 25 ➤ Excess Conditions: 0% of SJRRP Flows
- 26 ➤ Restricted Conditions by Export/Import Ratio: 35% or 65% of SJRRP Flows
- 27 ➤ Restricted Conditions by Old and Middle River: one-half to two-thirds of SJRRP
28 Flows

29 In addition, Recapture Water in the Delta will be further limited by compliance with the
30 priority of water established in Section 10004(a)(4) and the Agreement with the State of
31 California for use of its SWP facilities, Appendix E.

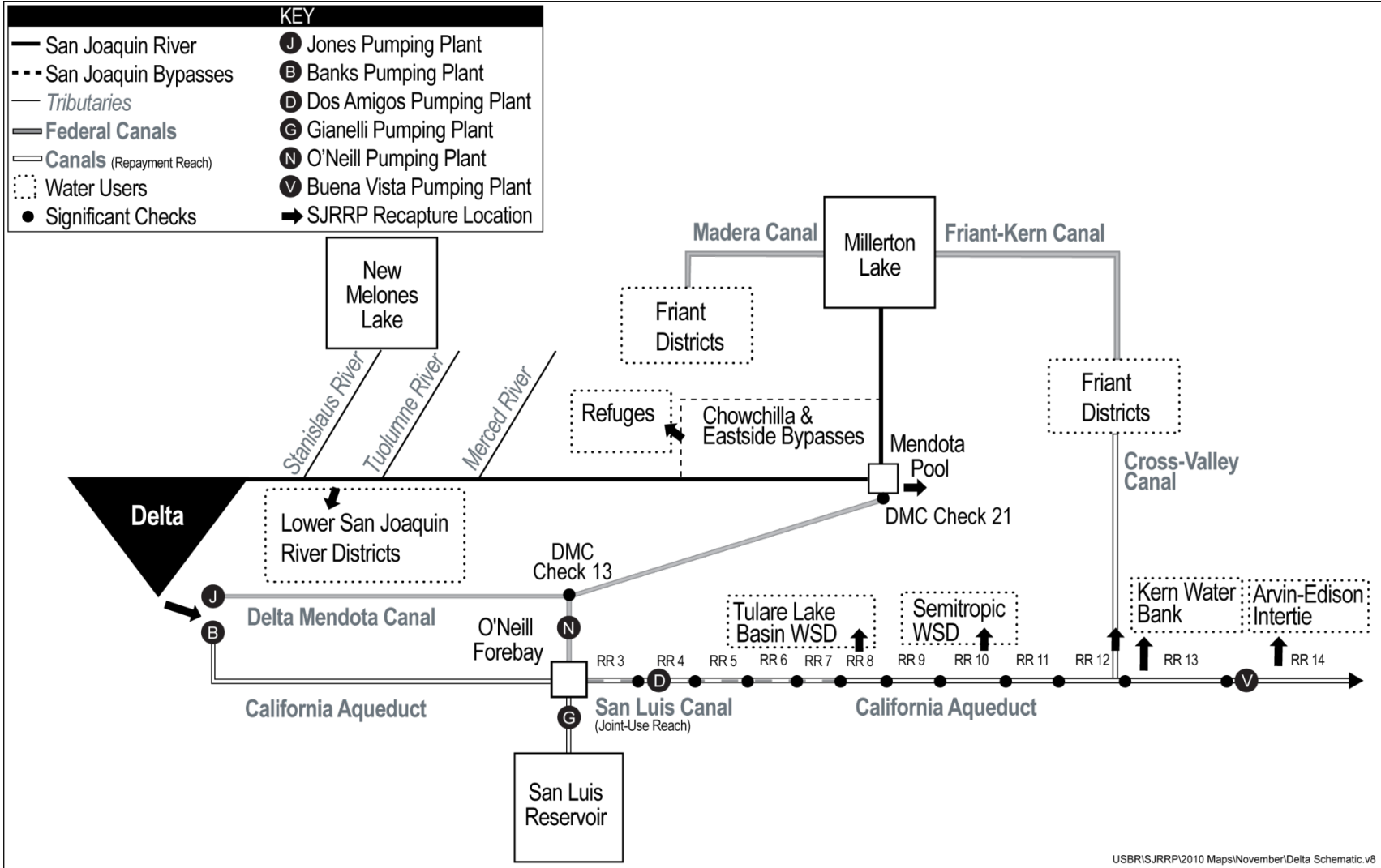


Figure 2-1.
Relative Locations of Infrastructure and Potential Actions for SJRRP Recapture

1 **3.0 Recirculation**

2 This section describes the Secretary’s procedures for recirculation of Recapture Water
3 from south-of-delta facilities to the Friant Division long-term contractors by direct
4 diversion, reuse, exchange, or transfer.

5 **3.1 Recirculation Water**

6 The Secretary shall be responsible for determining the volume of Recapture Water
7 available for recirculation to the Friant Division long-term contractors
8 (Recirculation Water). Recirculation Water is defined in this Plan as:

9 **{TBD – Subject to Policy Meeting Discussions}**

10 **3.2 Priority in San Luis Reservoir**

11 Recirculation Water in the Federal share of San Luis Reservoir shall be subject to the
12 priorities established by the Secretary, as provided in Appendix D.

13 **3.3 Agreements**

14 Certain Federal, State of California, and other non-Federal facilities will be required for
15 Recirculation Water and will require various agreements between and among
16 Reclamation, the State of California’s Department of Water Resources, Friant Division
17 long-term contractors, and other non-Federal entities. The volume of water, costs,
18 measuring locations, conveyance losses, or any other terms and conditions shall be
19 subject to those separate agreements.

20 **3.4 Notification of Availability**

21 Within thirty days following a month during which the Secretary determines
22 Recirculation Water was made available, the Secretary shall notify the Friant Division
23 long-term contractors, and other affected parties, of the volume of Recirculation Water.
24 The Secretary may make Recirculation Water available up to one month in advance when
25 the Secretary determines:

- 26 ➤ San Luis Reservoir or other required south-of-delta facilities are
27 anticipated to not have capacity available;

- 1 ➤ The volume of advance Recirculation Water can be reasonably estimated;
2 and,
3 ➤ The Friant Division long-term contractors have a need and ability to use
4 the advance Recirculation Water.

5 **3.5 Delivery to Friant Division Long-Term Contractors**

6 Annually on December 1, or at such other frequencies or dates determined by the
7 Secretary, the Secretary shall provide the Friant Division long-term contractors, and other
8 affected parties, with proposed options and priorities to directly deliver, reuse, exchange,
9 or transfer Recirculation Water to the Friant Division long-term contractors for the
10 upcoming Contract Water Year(s) (March through February). The Secretary, in
11 consultation with the Friant Division long-term contractors and other affected parties,
12 shall determine and select the final option(s) and priorities by March 1 of the
13 Contract Year.

14
15 The Secretary, in consultation with the Friant Division long-term contractors, has
16 identified the following potential options:

- 17 • ***Arvin-Edison Exchange***: Under this option, the California Aqueduct and/or Cross
18 Valley Canal would be used to directly deliver Recirculation Water to
19 Arvin-Edison Irrigation District in exchange for a like amount of its allocated
20 CVP water in Millerton Lake.
- 21 • ***Tulare Lake Basin Exchange***: Under this option, the California Aqueduct would
22 be used to directly deliver Recirculation Water to the Tulare Lake Basin Water
23 Storage District in exchange for a like amount of water from the Kings, Kaweah,
24 or Tule Rivers. The water would then be exchanged for a like amount of water
25 with a Friant Division long-term contractor (e.g. Fresno Irrigation District, City of
26 Fresno for Kings River; Tulare Irrigation District or Kaweah Delta Water
27 Conservation District for Kaweah River; and, Lower Tule River Irrigation District
28 and Porterville Irrigation District for Tule River).
- 29 • ***Friant-Kern Canal Reverse Pump Facilities***: Under this option, the proposed
30 Friant-Kern Canal Reverse Flow Pump-Back Facilities, authorized pursuant to
31 Section 10201(a)(2) of the Act, would be used to directly deliver
32 Recirculation Water to certain Friant Division long-term contractors in exchange
33 for a like amount of its allocated CVP water in Millerton Lake.
- 34 • ***South-of-Delta CVP Contractor Exchange***: A CVP SOD contractor that has an
35 agreement with an east side banking partner that has the capability to exchange
36 water with one or more Friant contractors, can receive the return of the banked
37 water using Recirculation water. To facilitate the return, Recirculation water in
38 SLR or ONF would be delivered to the appropriate SOD contractor in accordance
39 with an exchange agreement entered into with Reclamation or a Friant contractor.

1 The point of delivery would be the SOD contractor’s turnouts off of the DMC or
 2 SLC as specified in their respective water service contracts. The receiving CVP
 3 SOD contractor would provide PUE at DAPP, if required. The Recirculation
 4 water in SLR or ONF delivered to the CVP SOD Contractor by SLDMWA would
 5 be exchanged for an equal amount of banked water being delivered by the
 6 banking partner to a Friant contractor. The Friant contractor would make an equal
 7 amount of Recirculation water available out of Millerton Lake for distribution to
 8 the respective Friant contractors whose otherwise available water supply was used
 9 to satisfy SJRRP Flows.

10 • **Shafter-Wasco ID Exchange:** To implement an exchange involving Semitropic
 11 Water Storage District (Semitropic), DWR would wheel the Recirculation water
 12 in SWP facilities from ONF using available capacity in the Aqueduct through one
 13 of two mechanisms: a wheeling agreement with Reclamation for use of SWP
 14 facilities to convey the Recirculation water to Semitropic or under Article 55 of
 15 Semitropic’s SWP contract. The point of delivery is the Semitropic turnout(s) off
 16 of the Aqueduct. Reclamation would provide PUE at DAPP for water conveyed
 17 under a wheeling agreement, but not for water wheeled under Article 55. Power
 18 for conveyance under Article 55 would either be SWP power. Semitropic would
 19 convey Recirculation water through its distribution facilities to the intertie with
 20 Shafter Wasco ID (SWID). SWID would receive it’s portion of CVP Friant
 21 Division allocated water from this intertie in lieu of taking their CVP Friant
 22 Division allocated supply from the FKC. A like amount of water would be made
 23 available out of Millerton Lake for distribution to Friant contractors as specified
 24 in their respective water service or repayment contracts.

25 • **SOD Transfer:** If any Friant contractor that has entered into or plans to enter into
 26 an agreement to transfer their CVP Friant Division allocated water or non-CVP
 27 water from the east side of the San Joaquin Valley to a specific South of Delta
 28 (SOD) contractor on the west side of the San Joaquin Valley, the Recirculation
 29 water can be used to facilitate the transfer. To implement the transfer,
 30 Recirculation water in SLR or ONF would be delivered to the SOD contractor by
 31 the SLDMWA in accordance with the transfer agreement entered into with the
 32 Friant contractor. The Friant transferor district would then release an equal
 33 amount of Recirculation water in Millerton for reallocation to other Friant
 34 contractors as part of the current contract year Friant CVP supply. The point of
 35 delivery to the CVP SOD contractor is from the CVP SOD contractor’s turnouts
 36 off of the DMC or San Luis Canal (SLC) as specified in their respective water
 37 service contracts. Reclamation would provide PUE at Dos Amigos Pumping
 38 Plant, if required.

39 • **SJRRP Transfer:** Under this option, Recirculation Water would be acquired by
 40 the Secretary from willing sellers and used for purposes identified pursuant to the
 41 Settlement and Act, specifically Paragraphs 13(c) and 13(i) of the Settlement.

1 **3.6 Accounting**

2 The Secretary, in coordination with the State of California, shall provide a monthly and
3 annual accounting of the Recapture Water and Recirculation Water to the Settling Parties
4 and other affected parties. The monthly accounting shall be provided within 30 days
5 following a month Recirculation Water was made available. The annual accounting shall
6 be provided by May 31st of the following Contract Year.

1 **4.0 Measurement**

2 The gages available to the Secretary for determining Recapture Water, including those
3 needed to determine any losses and tributary inflows, are provided in Appendix A. The
4 Secretary shall measure flows using best available information. The Secretary may
5 reduce Recapture Water if historical measurements or anticipated conditions indicate
6 additional losses are warranted. In addition, for any period of time when accurate
7 measurements have not been made, the Secretary shall use the best available information
8 to determine the flows.

1 **5.0 Plan Funding**

2 {placeholder for text to be provided by Reclamation}

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1 **6.0 Cooperation and Consultation**

2 As required pursuant to Section 10004(a) of Public Law 111-11 and Paragraph 16(a), this
3 Plan was developed and is being implemented by the Secretary in cooperation with the
4 State of California and in consultation with the Settling Parties. The implementation of
5 this Plan is contingent upon compliance with applicable Federal and state laws.
6 Specifically, Title X, Part I of Public Law 111-11; Federal Reclamation law; the National
7 Environmental Policy Act; Endangered Species Act; and SWRCB water rights, decisions,
8 and orders.

9
10 The Secretary shall cooperate and consult with the parties in implementing this Plan as
11 follows:

- 12
- 13 a) Ongoing cooperation, consultation, and communication with parties;
 - 14 b) Providing monthly availability of Recirculation Water available;
 - 15 c) Providing a monthly and annual accounting of Recapture Water and Recirculation
16 Water;
 - 17 d) Updating this Plan as appropriate.

1

Appendix A

2

Gages Used to Measure Flows and Stage in the Restoration Area

SJRRP Reach	Gage Name	USGS Gage Station No. or CDEC ID	Period of Record¹
Reach 1A	San Joaquin River release from Friant Dam	MIL	1974 – 2007
	San Joaquin River below Friant Dam	SJF	1950 – 2007 ²
	Cottonwood Creek near Friant Dam	CTK	1974 – 2007
	Little Dry Creek near Friant Dam	LDC	1974 – 2007
Reach 1B	San Joaquin River at Donny Bridge	DNB	1988 – 2007
	San Joaquin River at Skaggs Bridge	B07810	1974 – 2007
Reach 2A	San Joaquin River at Gravelly Ford	GRF	1974 – 2007
Reach 2B	San Joaquin River below Chowchilla Bypass Bifurcation Structure	SJB	1974 – 1986, 1988 – 1997, 2005 – 2007
Reach 3	San Joaquin River near Mendota	MEN	1950 – 1954, 1974 – 2007 ²
Reach 5	San Joaquin River near Stevinson	SJS	1981 – 2007
	Salt Slough at Highway 165 near Stevinson	SSH	1985 – 2007
	San Joaquin River at Fremont Ford Bridge	FFB	1950 – 1971, 1985 – 1989, 2001 – 2007 ²
	Mud Slough near Gustine	MSG	1985 – 2007
Fresno Slough/ James Bypass	Fresno Slough/James Bypass near San Joaquin	JBP	1974 – 1987, 1995 – 1997
Chowchilla Bypass	Chowchilla Bypass at Head	CBP	1974 – 1986, 1988 – 1997
Eastside Bypass	Eastside Bypass near El Nido	ELN	1980 – 2007
	Bear Creek below Eastside Bypass	BSD	1980 – 2007

Notes:

¹ Calendar years.² Period of record coincides with start of diversions from Friant Dam (1950).

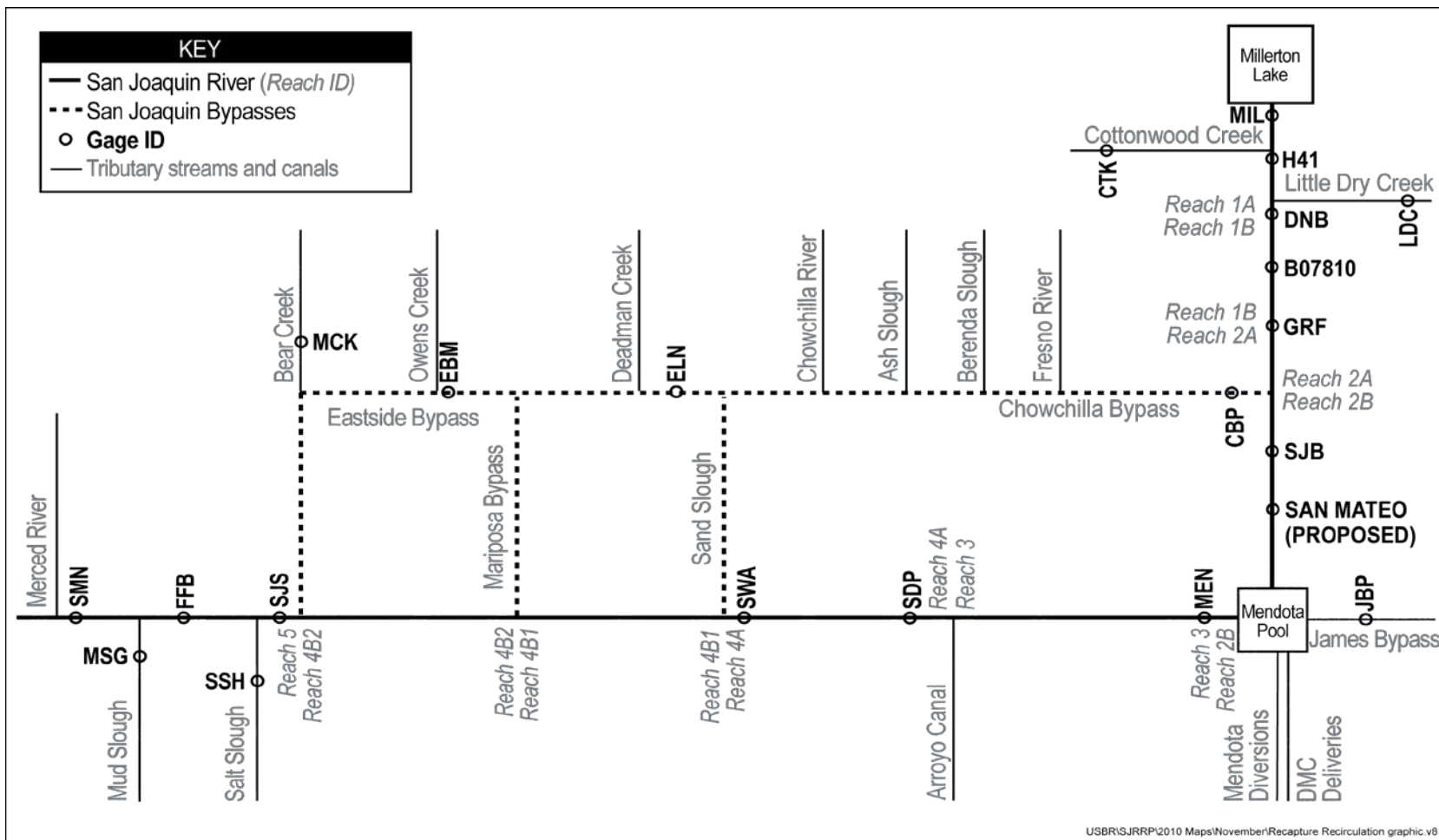
Key:

CDEC = California Data Exchange Center

ID = Irrigation District

SJRRP = San Joaquin River Restoration Program

USGS = U.S. Geological Survey



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Appendix B

Mendota Pool Operating Agreement

[placeholder]

Appendix C

Conveyance Losses

1
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3
4 The Secretary shall assess a five-percent loss between San Mateo Avenue and Sack Dam.

5
6 The Secretary shall assess a 20-percent loss factor to the flows below Sack Dam during
7 pulse flow periods.

8
9 The Secretary shall assess a 50-percent loss factor to the flows below Sack Dam during
10 base flow periods.

11
12 The Secretary shall update loss factors using measurements at gages when feasible.

Appendix D

San Luis Reservoir Priority (as of Sep. 28, 2010)

Priority	Water Supply
1	CVP Water including Level II Refuge Water
2	Level IV Refuge Water
3	-- Rescheduled Project Water
	a Irrigation Water
	b M&I water and Level II Refuge Water
	c Transferred Project Water
4	Cross Valley Canal Contractor Water
5	Rescheduled Level IV Refuge Water
6	Non-Project Water stored under Warren Act
7	San Joaquin River Restoration Settlement Interim and Restoration Flows

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2
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Appendix E

DWR Wheeling Agreement

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