

RESOLUTION NO. 03-34

**OF THE BOARD OF DIRECTORS
OF THE SACRAMENTO SUBURBAN WATER DISTRICT
AUTHORIZING EXECUTION OF THE WATER FORUM AGREEMENT**

WHEREAS, the purposes of the Water Forum are to provide for a reliable and safe water supply for the region's planned development through the year 2030, and to preserve the fishery, wildlife, recreational and aesthetic values of the lower American River; and

WHEREAS, the District has participated in the Water Forum process since its inception; and

WHEREAS, Northridge Water District adopted a resolution authorizing execution of a Purveyor-Specific Water Forum Agreement, which applies to what is currently the Northridge Service Area of the District; and

WHEREAS, Arcade Water District adopted a resolution authorizing execution of a Water Forum Procedural Agreement, which applies to what is currently the Arcade Service Area of the District; and

WHEREAS, the District desires to execute a Water Forum Agreement that applies to the consolidated District, including the Northridge Service Area and the Arcade Service Area, in substantially the form set forth in Exhibit A (the "Water Forum Agreement"); and

WHEREAS, the District, as a responsible agency under CEQA approved the final environmental impact report (February 1999) prepared by Placer County Water Agency and Northridge Water District concerning the Groundwater Stabilization Project, which includes all of the commitments made by the District under the Water Forum Agreement applicable to the Northridge Service Area of the District; and

WHEREAS, on November 28, 2000, the City of Sacramento adopted Resolution No. 2000-686 that certified the final environmental impact report that was prepared for the City of Sacramento Water Facilities Expansion Project, and the final environmental impact report included analysis of the City facilities to be used for the diversion, treatment and delivery of surface water to the Arcade Service Area of the District; and

WHEREAS, the City of Sacramento and the County of Sacramento (the applicable lead agencies under the California Environmental Quality Act, "CEQA") have certified the final environmental impact report that was prepared for the Water Forum Agreement, which includes all of the commitments made by the District under the Water Forum Agreement applicable to the Northridge Service Area and analyzes the use of surface water within the Arcade Service Area of the District; and

WHEREAS, the District hereby finds and determines that no substantial changes are proposed in the Water Forum Agreement, from the analysis in the previous environmental documents referred to in this resolution, respecting using City facilities to divert, treat and convey surface water for use within the Arcade Service Area of the District, or other circumstances exist, that would require the preparation of subsequent or supplemental environmental documents under the provisions of sections 15162 or 15163 of the CEQA Guidelines.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Sacramento Suburban Water District as follows:

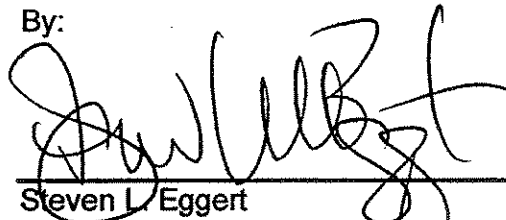
1. The foregoing recitals are true.

2. The District hereby (a) approves the Water Forum Agreement in substantially the form set forth in Exhibit A, (b) authorizes and directs the President and the Secretary to execute the Water Forum Agreement on behalf of the District, and (c) authorizes and directs the General Manager to take all appropriate action required by the District to perform its obligations under the Water Forum Agreement.

PASSED AND ADOPTED by the Board of Directors of Sacramento Suburban Water District at a special meeting on the 3RD day of June, 2003 by the following vote:

AYES: Directors Bachman, Buck, Eggert, Githens, Porter, Sullivan and Williams
NOES: None
ABSTAIN: None
ABSENT: None


By:



Steven L. Eggert
President, Board of Directors
Sacramento Suburban Water District

I hereby certify that the forgoing ordinance was duly and regularly adopted and passed by the Board of Directors of Sacramento Suburban Water District at a special meeting hereof held on the 3rd day of June, 2003.

By:



for Robert S. Roscoe, Secretary
Sacramento Suburban Water District

**SACRAMENTO SUBURBAN WATER DISTRICT
(JUNE 5, 2003)**

A. INTRODUCTION

Sacramento Suburban Water District (SSWD) was organized on February 1, 2002, through consolidation of the former Arcade Water District (AWD) and the former Northridge Water District (NWD).

The initial *Water Forum Agreement* recorded agreements among stakeholder organizations that could be entered into as the effective date of the initial *Water Forum Agreement*, April 24, 2000. However, it was also recognized that there were some stakeholder organizations that had remaining issues that could not be resolved by that time.

The NWD Purveyor Specific Agreement (PSA) was completed and is included in the *Water Forum Agreement*. The AWD signed a Procedural Agreement because there remained some unresolved issues between AWD and other stakeholder organizations.

SSWD's two former Water Districts are referred to hereinafter as the Arcade Service Area (ASA) and the Northridge Service Area (NSA). See page 2 for map of service areas.

NORTHRIDGE SERVICE AREA (NSA)

The NSA is located in the north central part of Sacramento County. A portion of this service area is contiguous with Placer County. The NSA currently encompasses 22,538 customers, of which 20,049 are residential customers.

Historically, the NSA principally extracted and delivered groundwater to meet its customer demands. Since 1998, however, the NSA has delivered treated surface water to its customers on an intermittent basis through the Cooperative Transmission Pipeline (CTP) and the Northridge Transmission Pipeline (NTP).

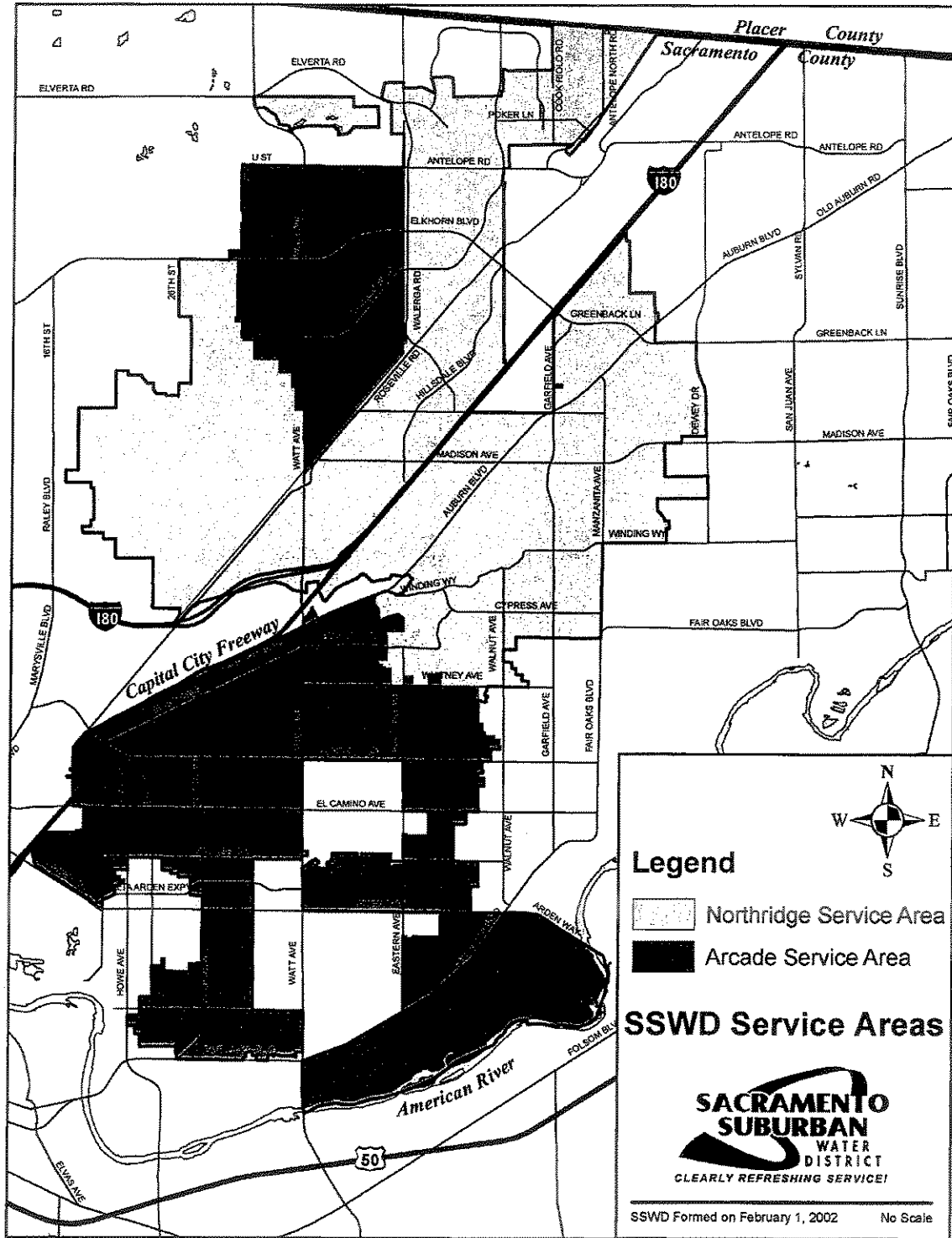
The former NWD and the Placer County Water Agency (PCWA) entered into an agreement for delivery of up to 29,000 acre-feet per year (AF/year) under PCWA's water right as part of a groundwater stabilization program. This agreement is referred to hereinafter as the "SSWD-PCWA Agreement." Surface water has been delivered within the NSA under this agreement since June 1, 2000.

ARCADE SERVICE AREA (ASA)

The ASA currently has about 22,775 connections, of which 20,117 are residential customers. The ASA is divided into the Town & Country and North Highlands sub-areas.

Town & Country Sub-area

The Town & Country sub-area is currently entirely dependent upon groundwater. However, this area lies within the place of use (POU) of the City of Sacramento's American River water rights.



The former AWD had an agreement with the City of Sacramento (City) for diversion of up to 26,064 AF/year of raw water under the City's American River water rights. This agreement provides for a floating point of diversion from the American River from below Nimbus Dam to the confluence of the American River with the Sacramento River. Current established points of diversion for this entitlement include the City's E.A. Fairbairn Water Treatment Plant (FWTP) and a site referred to as the "American River Wells." This agreement was assigned to SSWD under the consolidation. SSWD is working on an agreement with the City for diversion and treatment of this water supply at the FWTP.

North Highlands Sub-area

The North Highlands sub-area is within the North Central Group of water purveyors (as defined by the Water Forum) in Sacramento County. This sub-area is currently entirely dependent upon groundwater. SSWD anticipates, however, that in the future the North Highlands sub-area will utilize a combination of groundwater and surface water supplies as part of the aforementioned groundwater stabilization program. Surface water supplies delivered to the North Highlands sub-area will likely come from the American River pursuant to the "SSWD-PCWA Agreement" or Section 215 water made available by the U.S. Bureau of Reclamation (Reclamation). These supplies will be delivered to North Highlands via the CTP and the NTP. The North Highlands sub-area lies within the POU of PCWA.

B. SEVEN ELEMENTS OF THE *WATER FORUM AGREEMENT*: INTEGRATED PACKAGE

In order to achieve the Water Forum's two coequal objectives, providing a safe reliable water supply and preserving the values of the Lower American River, all signatories to the *Water Forum Agreement* need to endorse and, where appropriate, participate in each of seven complementary actions.

- X Increased Surface Water Diversions
- X Actions to Meet Customers' Needs While Reducing Diversion Impacts in Drier Years
- X Support for an Improved Pattern of Fishery Flow Releases from Folsom Reservoir
- X Lower American River Habitat Management Element
- X Water Conservation Element
- X Groundwater Management Element
- X Water Forum Successor Effort

For each interest to get its needs met, it has to endorse all seven elements. Based on this linkage, signatories agree to endorse and, where appropriate, participate in all seven of these elements.

C. BASELINE DIVERSIONS

Baseline diversions represent the historic maximum amount of water diverted annually from the American River through the year 1995.

NORTHRIDGE SERVICE AREA (NSA)

No American River diversion was included in the baseline for the NSA.

ARCADE SERVICE AREA (ASA)

Town & Country Sub-area

Because of operational and economic considerations, the Town & Country sub-area has limited its historical maximum amount of water diverted from the American River at the American River Wells to about 3,500 AF/year. [NOTE: The historical (and existing) nominal capacity of the American River Wells is about 10 million gallons per day (MGD) or about 15.5 cubic feet per second (CFS). On a continuous basis, such a diversion is equivalent to an annual volume of water of about 11,200 AF/year.]

North Highlands Sub-area

No American River diversion was included in the baseline for the North Highlands sub-area.

D. AGREEMENT FOR MEETING SSWD'S WATER SUPPLY NEEDS TO THE YEAR 2030

NORTHRIDGE SERVICE AREA (NSA)

TEXT OF FORMER NORTHRIDGE WATER DISTRICT AGREEMENT NOW NORTHRIDGE SERVICE AREA (NSA):

INTRODUCTION

Some signatories to the *Water Forum Agreement* have differing perspectives on the conditions under which Northridge Water District ("Northridge") should divert water from Folsom Reservoir. These differing perspectives are important for understanding the context in which the following agreement has been entered into. The perspectives of Northridge and the environmental organizations signatory to the *Water Forum Agreement* are also set forth below.

In the interest of coming to an agreement, signatories to the *Water Forum Agreement* agree to the compromise set forth in the agreement below.

Agreement

All signatories will support a project to divert, treat and convey Sacramento River water in a pipeline that would connect to the Northridge pipeline ("Sacramento River Pipeline"). They will support a Warren Act contract with the U.S. Bureau of Reclamation for diversion of 29,000 acre feet of Placer County Water Agency ("PCWA") water from Folsom Reservoir. They will also support the PCWA petition to the SWRCB for change in its place of use for water to be used in north central Sacramento County ("Expanded POU"), with the following conditions included in the SWRCB order:

1. For the first ten years that water is available for diversion by Northridge from Folsom Reservoir under the Northridge-PCWA agreement, but not more than twelve years from the effective date of the *Water Forum Agreement*, whichever occurs first,¹ Northridge's diversions under the Northridge - PCWA agreement, for its own use or delivery to other purveyors, will be subject to the following restrictions:

a. Northridge will be able to divert PCWA water only in years when the projected March through November unimpaired inflow into Folsom Reservoir is greater than 950,000 acre feet.

b. In December, January and February following a March through November period when the unimpaired inflow into Folsom Reservoir was less than 950,000 acre feet, Northridge will not divert PCWA water until such time as or after water is being released from Folsom Reservoir for flood protection.

c. In addition to the foregoing, Northridge's diversions of PCWA water will be limited during the ten year period pursuant to the water use schedule in the Northridge-PCWA agreement, which allows annually-increasing diversions of up to 24,000 acre feet per year during the first ten years of water deliveries under that agreement.

d. Nothing in this agreement is intended to restrict Northridge's ability to take delivery of Section 215 water from Folsom Reservoir from the U.S. Bureau of Reclamation whenever it may be available.

2. If Northridge is able to take delivery of Sacramento River water through the Sacramento River pipeline, Northridge will thereafter divert water from Folsom Reservoir under the Northridge-PCWA agreement, for its own use or delivery to other purveyors, only in years when the projected March through November unimpaired inflow into Folsom Reservoir is greater than 1,600,000 acre feet (i.e., "above-Hodge").

3. If Northridge is not able to take delivery of Sacramento River water through the Sacramento River Pipeline within the ten-year period, the SWRCB would hold a hearing ("SWRCB Hearing") if requested by Northridge, the City of Sacramento, County of Sacramento, Friends of the River, Sierra Club or Save the American River Association. The purpose of the SWRCB Hearing will be to determine whether to add or revise conditions to PCWA's water rights for diversion of water from Folsom Reservoir under the Northridge-PCWA agreement that are necessary to mitigate impacts from such diversions and/or prevent such diversions from adversely impacting diversion of American River water under the City of Sacramento's prior water rights. Nothing in this agreement determines the relative priority of the water rights of the City of Sacramento and PCWA. If Northridge is not able to take delivery of Sacramento River water through the Sacramento River Pipeline within the ten-year period, Northridge would thereafter divert water from Folsom Reservoir under the Northridge-PCWA agreement, for its

¹This time period is hereafter referred to as the "ten-year period," and it may be extended for a period of up to two additional years by agreement of the parties to this agreement.

own use or delivery to other purveyors, only in years when the projected March through November unimpaired inflow into Folsom Reservoir was greater than 1,600,000 acre feet (i.e., "above-Hodge") and under the conditions referred to in Section 1.b. of this agreement unless these conditions are revised by a SWRCB order issued following the SWRCB Hearing. In addition, Northridge could divert water under the conditions referred to in section 1.d. of this agreement.

The diversion restrictions set forth in this agreement reflect a compromise by the Water Forum parties in order to settle a dispute among them. If there is a SWRCB Hearing, the parties do not intend that the SWRCB consider the existence of this compromise as evidence of appropriate diversion conditions after the conclusion of the ten-year period. It is the intention of the parties that the SWRCB's determination following the SWRCB Hearing be based upon the best available scientific and other evidence available at the time of the SWRCB Hearing. Nothing in this agreement shall affect the right of PCWA to terminate the Northridge-PCWA agreement if PCWA reasonably determines that any term of the SWRCB order resulting from the SWRCB Hearing is unacceptable.

4. Northridge will neither divert nor accept diversions of PCWA water from Folsom Reservoir or the American River under the Northridge-PCWA agreement, for its own use or delivery to other purveyors, whenever such diversions alone or in conjunction with other diversions would limit or impair diversions from the American River by the City of Sacramento under its prior water rights.

Northridge's delivery to other purveyors of water diverted from the American River under the Northridge-PCWA agreement is subject to those purveyors signing and implementing their commitments under the *Water Forum Agreement*.

[End of provisions to be included in SWRCB order.]

In addition, the *Water Forum Agreement* specifies that:

a. With the support of all Water Forum signatories, Northridge will continue to work with other interested parties to pursue a project involving a diversion on the Sacramento River, a new water treatment plant and water conveyance facilities that connect to the Northridge pipeline for use of Sacramento River water within the area served by the Northridge pipeline.

b. In determining the amount of surface water available for growth in the north part of Sacramento County within the ten-year period referred to in this agreement, the parties agree that the long-term annual average yield of water diverted from Folsom Reservoir under the Northridge-PCWA agreement would be not more than 17,400 acre feet, which is the projected average annual water supply that would be available if diversions were restricted to above-Hodge conditions.

PERSPECTIVES OF THE PARTIES REGARDING DIVERSIONS BY NORTHRIDGE WATER DISTRICT OF AMERICAN RIVER WATER UNDER THE NORTHRIDGE-PCWA AGREEMENT

Some signatories to the *Water Forum Agreement* have differing perspectives on the conditions under which Northridge Water District should divert water from Folsom Reservoir. These differing perspectives are important for understanding the context in which the attached agreement has been entered. The perspectives of Northridge Water District and the environmental organizations signatory to the *Water Forum Agreement* are set forth below.

It is the position of the environmental organizations signatory to the *Water Forum Agreement* that:

1. For purposes of a settlement, diversions by Northridge Water District of American River water under the Northridge-PCWA agreement in years when the projected March through November unimpaired inflow into Folsom Reservoir is greater than 950,000 acre feet are acceptable to members of the Environmental Caucus during the ten-year period following the effective date of the *Water Forum Agreement*. This is acceptable because other purveyors that divert upstream of the Lower American River who have fewer alternatives will not be substantially increasing their diversions under the *Water Forum Agreement* during the ten-year period.
2. After the ten-year period following the signing of the *Water Forum Agreement*, Northridge Water District should divert American River water under the Northridge-PCWA agreement only when the unimpaired March through November inflow into Folsom Reservoir is greater than 1,600,000 acre feet (i.e., "above Hodge"). This reflects the Environmental Caucus' belief that the north Sacramento County area groundwater basin could be stabilized at an acceptable level with Northridge diverting American River water under the Northridge-PCWA agreement in only above Hodge years.
3. Diversions of American River water under the Northridge-PCWA agreement below the Hodge threshold after the initial ten-year period would unreasonably affect the instream, wildlife, recreational and aesthetic values of the Lower American River. Such diversion below the Hodge threshold would also unreasonably affect the availability of water for instream uses downstream of the mouth of the American River.

It is the position of the Northridge Water District that:

1. Northridge believes that its dry year diversion restrictions under the *Water Forum Agreement* should be comparable to the requirements of other purveyors who divert water from Folsom Reservoir.
2. Northridge believes that diversions of PCWA water from Folsom Reservoir in below-Hodge years after the conclusion of the ten-year period referred to in the agreement need not be prohibited to avoid significant impacts to instream uses of the lower American River and downstream.

ARCADE SERVICE AREA (ASA)

Town & Country Sub-area

SSWD is pursuing a contract with the City of Sacramento for delivery of surface water from the Fairbairn Water Treatment Plant. Water delivered to SSWD by the City will be subject to (1) this Purveyor Specific Agreement, (2) the contract between SSWD and the City, and (3) the maximum diversion rates from the Fairbairn Water Treatment Plant agreed to by the City of Sacramento in its Purveyor Specific Agreement to the *Water Forum Agreement*.

1. MOST YEARS: As applied to the Town & Country sub-area and the agreement between SSWD and the City for raw surface water from the American River, Most Years are defined as time periods when the flow bypassing the City's diversion at the FWTP exceeds the Hodge Flow Criteria (see Appendix C).

In Most Years, SSWD may use up to 26,064 AF/year of surface water diverted from the American River to meet water demands within the Town & Country sub-area and for other conjunctive use purposes consistent with the groundwater management policies of the Sacramento Groundwater Authority. Operational considerations (e.g., peak demands during summer months) may require SSWD to use surface water diverted from the American River at an instantaneous rate of diversion up to 30 MGD, or 46.4 CFS. SSWD may also use groundwater to meet a portion of demands within the Town & Country sub-area. (see "4. Additional Considerations" below)

2. DRIER YEARS: As applied to the Town & Country sub-area and the agreement between SSWD and the City for raw surface water from the American River, Drier Years are defined as time periods when the flow bypassing the City's diversion at the FWTP does not exceed the Hodge Flow Criteria (see Appendix C).

In Drier Years, SSWD will use groundwater to meet the demands within the Town & Country sub-area subject to "Additional Considerations" (No. 4) below.

3. DRIEST YEARS (i.e. CONFERENCE YEARS): Defined for purposes of the *Water Forum Agreement* as follows: Years when the projected March through November Unimpaired Inflow to Folsom Reservoir is less than 400,000 acre feet.

In Driest Years, SSWD will use groundwater to meet the demands within the Town & Country sub-area subject to "Additional Considerations" (No. 4) below.

It is recognized that in years when the projected unimpaired inflow to Folsom Reservoir is less than 400,000 AF there may not be sufficient water available to provide the purveyors with the driest years quantities specified in their agreements and provide the expected driest years flows to the mouth of the American River. In those years, SSWD will participate in a conference with

other stakeholders on how the available water should be managed. The conferees will be guided by the Conference Year Principles described in Section Four, I. of the *Water Forum Agreement*.

4. ADDITIONAL CONSIDERATIONS

Signatories to the *Water Forum Agreement* acknowledge and agree that SSWD shall not relinquish control of or otherwise abandon the right to any quantity of water that it has foregone delivery and/or diversion of under this agreement, and that SSWD intends to pursue the potential diversion of these quantities of water from a point of diversion on the Sacramento River.

Signatories to the *Water Forum Agreement* also acknowledge and agree that if SSWD for any reason is not able to enter into a contract with the City for surface water delivery, SSWD is expected pursue a “project” for resuming the diversion from the American River Well System (including construction of a surface water treatment plant) or from another point of diversion on the American River below Nimbus Dam established pursuant to SSWD’s contract assignment from the City. If SSWD develops a specific proposal (“project”), SSWD will discuss it with other signatories to the Water Forum Agreement in the context of both the Water Forum’s two coequal objectives. Water Forum signatories retain their ability to support or oppose such a future proposal.

Recognizing SSWD’s diversion points on the American River, and that diversions lower on the river will increase flows in the river between the diversions points, SSWD will, taking into consideration economic factors, distribution capacity and legal constraints, make reasonable efforts to divert from the lower diversion point when SSWD has a choice of where to divert water.

North Highlands Sub-area

As discussed in the introduction, SSWD anticipates that in the future the North Highlands sub-area will utilize a combination of groundwater and surface water supplies as part of the groundwater stabilization program. Surface water supplies delivered to the North Highlands sub-area will come from the American River pursuant to the “SSWD-PCWA Agreement” or Section 215 water made available by Reclamation. These supplies will be delivered to North Highlands via the CTP and the NTP and will be subject to the same conditions described for the NSA (including the potential for delivery of surface water diverted from the Sacramento River).

E. SPECIFIC AGREEMENTS FOR COMPLYING WITH THE SEVEN ELEMENTS *(Agreements in italics are common in all Specific Agreements.)*

1. All signatories to the *Water Forum Agreement* will endorse all water entitlements needed for the diversions specified in each Purveyor Specific Agreement.
2. *All signatories will endorse construction of facilities to divert, treat and distribute water consistent with this Purveyor Specific Agreement and the Water Forum Agreement including diversion structures, treatment plants, pumping stations, wells, storage facilities, and major transmission piping. Endorsement is also to be provided for necessary rights-of-ways, permits, and other endorsements which may be needed, in the context of the following five points:*

a. *All signatories agree that implementation of the Water Forum Agreement including an Improved Pattern of Fishery Flow Releases, the Updated Lower American River flow standard, the Lower American River Habitat Management Element, Actions to Meet Customers' Needs While Reducing Diversion Impacts in Drier Years, and the Water Conservation Element constitute reasonable and feasible mitigation for any cumulative impacts on the Lower American River caused by diversions included in the Water Forum Agreement.*

b. *Environmental impacts of facilities to divert, treat and distribute water will be subject to site-specific environmental review. It is understood that signatories may provide comments on site specific impacts. All signatories will work in good faith to agree on reasonable and feasible mitigation for any site-specific impacts.*

c. *To the extent that the water facilities are consistent with the Water Forum Agreement, signatories agree that they will not object to those water facilities based on the cumulative impacts to the Lower American River. Nor will signatories object to water facilities consistent with the Water Forum Agreement based on the planned growth to be served by those water facilities. (See Section Four IV, Relationship of Water Forum Agreement to Land Use Decision Making.)*

d. *In the planning for new water diversion, treatment, and distribution facilities identified in the Water Forum Agreement, water purveyors signatory to the Agreement will either provide for a public participation process, such as meeting with already established citizen advisory committees, or other appropriate means to help design and implement these projects.*

e. *All signatories retain their existing ability to provide input on specific details of facility design, financing, and construction.*

3. *Endorsement of the water entitlements and related facilities in the Water Forum Agreement means that signatories will expend reasonable efforts to:*

a. *Speak before stakeholder boards and regulatory bodies,*

b. *Provide letters of endorsement,*

c. *Provide supportive comments to the media,*

d. *Advocate the Water Forum Agreement to other organizations, including environmental organizations that are not signatory to the Water Forum Agreement, and*

e. *Otherwise respond to requests from other signatories to make public their endorsement of the Water Forum Agreement.*

4. *All signatories agree that participation in the Water Forum and the Successor Effort is in the best interests of water consumers and the region as a whole. Participation in the Water*

Forum is the most economically feasible method of ensuring that water demands of the future will be met. Furthermore, provisions for groundwater management, conjunctive use, conservation programs, improved pattern of fishery flow releases from Folsom Reservoir, habitat management, and a reliable dry year supply are in the public interest, and represent reasonable and beneficial use of the water resource.

5. *All signatories will not oppose and will endorse where appropriate needed rates and fees applied equitably. This includes endorsement at the California Public Utilities Commission for investor owned utilities' ability to recover all costs of conservation programs, including residential meter retrofit, through rates.*

6. *All signatories will endorse an Improved Pattern of Fishery Flow Releases from Folsom Reservoir and reduced daily flow fluctuations for the Lower American River. (Reference Section Three, III.)*

7. *All signatories will endorse formal assurances that the diversions will be consistent with the conditions in the Water Forum Agreement and that an Improved Pattern of Fishery Flow Releases from Folsom Reservoir will be implemented.*

8. *All signatories will endorse and participate where appropriate in all provisions of the Water Forum Agreement, including all agreements pertaining to other signatories and executed as part of this agreement.*

9. *All signatories will participate in education efforts and advocate the Water Forum Agreement to regulatory bodies and signatory stakeholder boards as appropriate.*

10. *All signatories will participate in the Water Forum Successor Effort to oversee, monitor and report on the implementation of the Water Forum Agreement. (Reference Section Three, VII., Water Forum Successor Effort). This includes participating with other signatories in carrying out procedural agreements as identified in the Water Forum Agreement. To the extent that conditions change in the future, all signatories will work together in good faith to identify ways to ensure that the two coequal goals of the Water Forum will still be met.*

11. *All signatories will endorse and, where appropriate, financially participate in the Lower American River Habitat Management Element (Reference Section Three, IV., Lower American River Habitat Management Element).*

12. *All signatories will endorse and, where appropriate, implement the Water Conservation Element of the Agreement (Reference Section Three, V., Water Conservation Element). This purveyor's implementation of water conservation will be as specified in its Water Conservation Plan which is incorporated as Appendix J to the Water Forum Agreement. The signatories acknowledge that a portion of SSWD's Arcade service area is within the boundaries of the City of Sacramento.*

13. All signatories will endorse and, where appropriate, participate in implementation of the Sacramento North Area Groundwater Management Authority to maintain a North Area estimated average annual sustainable yield of 131,000 acre feet.

14. All signatories will endorse development of a groundwater management arrangement for the South Area and where appropriate participate in its development, to maintain a South Area estimated average annual sustainable yield of 273,000 acre feet.

15. All signatories will endorse development of a groundwater management arrangement for the Galt Area and where appropriate participate in its development, to maintain a Galt Area estimated average annual sustainable yield of 115,000 acre feet.

16. Signatories authorizing individuals to represent them in matters included within the Water Forum Agreement will ensure that representations made by those individuals are consistent with the Water Forum Agreement and are upheld by the signatories.

17. This Agreement is in force and effect for all signatories for the term of the Memorandum of Understanding, December 31, 2030.

18. Any solution that provides for future needs will have costs. New diversion, treatment, and distribution facilities, wells, conservation programs, and required environmental mitigation will be needed. This Agreement identifies that these solutions must be equitable, fiscally responsible, and make the most efficient use of the public's money.

Water suppliers have both capital costs for facilities and operations and maintenance costs. This Agreement recommends that charges imposed to recover capital costs associated with water acquisition, treatment, or delivery be equitable. Any costs for facilities funded through bonds will be recovered as provided by law. In addition, signatories to the Water Forum Agreement agree that operational, maintenance and replacement costs should be recovered from beneficiaries of the system in accordance with California Government Code Sections 53720 to 53730 (Proposition 62) and California Constitution, Articles XIII, C and XIII, D (Proposition 218) and other laws to the extent they are applicable.

19. All signatories agree to endorse, and where appropriate, participate in Sacramento River Supply for North Sacramento County and Placer County (Reference Section Four, III).

20. All signatories will endorse, and where appropriate, participate in the section of the Water Forum Agreement entitled "Relationship of Water Forum Agreement to Land Use Decision Making" (Reference Four, IV).

21. All signatories will endorse, and where appropriate, participate in the Folsom Reservoir Recreation Program (Reference Section Four, V).

22. Purveyors signatory to the Water Forum Agreement will reference the Water Forum Agreement, including agreed upon estimated average annual sustainable yields of each of the three subareas of the groundwater basin in Sacramento County and limits to diversions from the

American River in their water master plans and urban water management plans, which are used in providing information to cities and counties as required under Chapter 881 of the Statutes of 1995.

23. *Any transfers of American River water by signatories will be delivered in a manner consistent with an Improved Pattern of Fishery Flow Releases as referenced in the Water Forum Agreement.*

F. ASSURANCES AND CAVEATS

Because the *Water Forum Agreement* is a comprehensive set of linked elements, it is absolutely essential that adequate assurances be secured for every element. In an agreement that will extend over three decades, the timing of these assurances is critical. Full implementation of all seven elements cannot occur simultaneously. Therefore all signatories agree with the provisions in the Assurances and Caveats Section of this *Water Forum Agreement*.

Two particularly important assurances are the updated Lower American River Flow Standard and Upstream American River Diversion Agreements.

All signatories agree they will recommend to the State Water Resources Control Board an updated American River flow standard and updated Declaration of Full Appropriation to protect the fishery, wildlife, recreational and aesthetic values of the Lower American River. The recommendation will include requirements for U.S. Bureau of Reclamation releases to the Lower American River. In addition, the City of Sacramento's Fairbairn diversion will be required to comply with the diversion limitations of the City's Purveyor Specific Agreement. The *Water Forum Agreement* also includes agreed upon dry year reductions by purveyors upstream of Nimbus Dam. The recommendation for an updated Lower American River standard will be consistent with:

Water Forum Agreement provisions on water diversions including dry year diversions,
and
Implementation of the Improved Pattern of Fishery Flow Releases which optimizes the release of water for the fisheries.

The recommendation will also address related issues such as principles to guide water management in the driest years, flexibility in the standard to allow adaptive management, and amending the existing "Declaration of Full Appropriation for the American River."

Purveyors signatory to the *Water Forum Agreement* who divert from upstream of Nimbus Dam agree they will enter into contract with the Bureau that will provide assurances that the upstream diverters will divert only the agreed upon amounts, which include provisions for reductions in dry year and/or other equivalent measures.

In order to have a durable agreement it is necessary to include the following caveats. These are statements describing actions or conditions that must exist for the *Agreement* to be operative.

1. As specified below, each purveyor's commitment to implementing all provisions of the *Water Forum Agreement* is contingent on it successfully obtaining its water supply entitlements and facilities.

a. If a purveyor receives support from the other signatories to the *Agreement* for all of its facilities and entitlements as shown on the chart in Section Three, I., of the *Water Forum Agreement*, "Major Water Supply Projects that Will Receive Support Upon Signing the *Water Forum Agreement*" and if it receives all necessary approvals for some or all of those facilities and entitlements, then the purveyor will fully support and participate in the following provisions of the *Water Forum Agreement*:

- (1) Support for the Improved Pattern of Fishery Flow Releases
- (2) Water Forum Successor Effort
- (3) Water Conservation Element
- (4) Lower American River Habitat Management Element
- (5) Support for the Updated Lower American River flow standard
- (6) Restriction of diversions or implementation of other actions to reduce diversion impacts in drier years as specified in its Purveyor Specific Agreement.

and

b. If a purveyor is not successful in obtaining all necessary approvals for all of its facilities and entitlements as shown on the chart in Section Three, I., of the *Water Forum Agreement*, "Major Water Supply Projects that will Receive Support Upon Signing the *Water Forum Agreement*," that would constitute a changed condition that would be considered by the Water Forum Successor Effort.

2. All signatories agree that business, citizens, and environmental signatories' obligation to support, and where specified, implement all provisions of the *Water Forum Agreement* is contingent on implementation of those provisions of the *Agreement* that meet their interests.

3. A stakeholder's support for water supply entitlements and facilities is contingent on:

a. Project-specific compliance with the California Environmental Quality Act, and where applicable, the National Environmental Policy Act, federal Endangered Species Act and California Endangered Species Act.

b. Purveyors' commitment in their project-specific EIRs and CEQA findings to: all seven elements of the *Water Forum Agreement*; support for updating the Lower American River flow standard; commitment by those purveyors that divert from upstream of Nimbus Dam to entering into signed diversion agreements with the U.S. Bureau of Reclamation; commitment by the City of Sacramento to inclusion of the terms of the diversion provisions of its Purveyor Specific Agreement into its water rights.

c. Signed diversion agreements between purveyors that divert upstream of Nimbus Dam and the U.S. Bureau of Reclamation. Other signatories to the *Water Forum*

Agreement shall be third party beneficiaries to the diversion agreements solely for the purpose of seeking specific performance of the diversion agreements relating to reductions in surface water deliveries and/or diversions if Reclamation fails to enforce any of those provisions. The status of a signatory to the *Water Forum Agreement* as a third party beneficiary to the diversion agreements is dependent on that signatory complying with all the terms of the *Water Forum Agreement*, including support for the purveyor specific agreement for the purveyor's project. This is not to intend to create any other third party beneficiaries to the diversion agreements, and expressly denies the creation of any third party beneficiary rights hereunder for any other person or entity.

d. Adequate progress on the updated Lower American River standard. The schedule for obtaining the updated standard is in Section Four, I., of the *Water Forum Agreement*.

e. Adequate progress in construction of the Temperature Control Device.

f. Adequate progress in addressing the Sacramento River and Bay-Delta conditions associated with implementation of the *Water Forum Agreement*.

4. Environmental stakeholders' support for facilities and entitlements is dependent upon the future environmental conditions in the Lower American River being substantially equivalent to or better than the conditions projected in the Water Forum EIR. If the future environmental conditions in Lower American River environment are significantly worse than the conditions projected in the EIR, this would constitute a changed condition that would be considered by the Water Forum Successor Effort. Significant new information on the needs of the Lower American River fisheries, which was not known at the time of execution of the *Water Forum Agreement*, would also constitute a changed condition that would be considered by the Water Forum Successor Effort.

G. REMAINING ISSUES

None.

APPENDIX C

WHAT IS THE HODGE DECISION?

Existing flow requirements, for the Lower American River, known as Decision D – 893, were set 40 years ago when much less was known about the life cycles and needs of the fish, particularly fall-run chinook salmon. Since then we have learned more about them and watched as their population further declined under the outdated standard.

In 1970 the East Bay Municipal Utility District (EBMUD) contracted with the U. S. Bureau of Reclamation for water that would be diverted from the Lower American River into the Folsom South Canal at Nimbus which is upstream of the Lower American River. Parties including Sacramento County, the Environmental Defense Fund, and Save the American River Association sued EBMUD over concern about how these increased diversions would further impact the Lower American River fishery. Millions of dollars were spent on legal costs and fishery studies.

At the end of the 17-year lawsuit, Judge Hodge evaluated all of the evidence and issued his decision which balanced the needs of the fishery with EBMUD's contractual entitlement to American River water. Judge Hodge reasoned that because EBMUD had reasonable and feasible alternatives for meeting its needs, it could use the Folsom-South Canal diversion only when specified flows would remain in the river. These flows have come to be known as the Hodge Flows.

While Judge Hodge's decision applies only to parties to that lawsuit, the Water Forum is considering the same standards for any water district that was found to have reasonable and feasible alternatives.

The Water Forum also recognizes that some agencies, such as those at higher elevations, have no reasonable and feasible alternatives to increased American River diversions in most years and therefore probably would not be held to the Hodge standard.

D – 893

September 15 – December 31	500 cubic feet per second
January 1 – September 14	250 cubic feet per second

Hodge Decision

October 15 – February	2,000 cubic feet per second
March – June	3,000 cubic feet per second
July – October 14	1,750 cubic feet per second

SACRAMENTO SUBURBAN WATER DISTRICT WATER FORUM WATER CONSERVATION PLAN

BMP 1 INTERIOR AND EXTERIOR WATER AUDITS AND INCENTIVE PROGRAMS FOR SINGLE FAMILY RESIDENTIAL, MULTI-FAMILY RESIDENTIAL, AND INSTITUTIONAL CUSTOMERS

- A. Within three years of agreement signing, Sacramento Suburban Water District's will:
 - 1. contract for trained water auditors;
 - 2. prepare and make available, as needed, multi-lingual interior and exterior water audit materials for customers;
 - 3. prepare and make available to customers seasonal climate-appropriate irrigation information; and
 - 4. investigate opportunities for community based organizations (CBOs) to receive the training and financial incentives necessary for them to implement this BMP for their constituents.

- B. Sacramento Suburban Water District's contractor will annually:
 - 1. offer audits to all SF, MF and Institutional customers beginning metered billing;
 - 2. offer, through bill inserts or other means, water-use reviews to all customers receiving a meter; and
 - 3. survey past program participants to determine if audit recommendations were implemented.

- C. The water-use review program contractor will:
 - 1. provide audits conducted by trained auditors;
 - 2. provide audits that may include device installation by contractor or customer (showerheads, faucet aerators, etc.), identification of water-use problems, recommend repairs, instruction in landscape principles (hydrozones, ET, etc.), irrigation timer use and, when appropriate, meter reading;
 - 3. provide program participants with seasonal irrigation schedules by hydrozone and/or station; and
 - 4. provide incentives to achieve 12% annual participation of the targeted 20% of customers.

- D. Sacramento Suburban Water District will be fully implementing the program described above no later than the beginning of the fourth year after agreement signing.

BMP 2 PLUMBING RETROFIT OF EXISTING RESIDENTIAL ACCOUNTS

- A. Within three years of agreement signing, Sacramento Suburban Water District will:
1. provide high quality low-flow showerheads, faucet aerators and toilet leak detection tablets, as appropriate at time of audit, to customers without efficient fixtures;
 2. offer toilet leak test kits to all change of account customers who visit the signatory's office;
 3. work with the local "Welcome Wagon" or equivalent organization to provide water conservation materials to new residents;
 4. work with local hardware/home stores to offer free water conservation information and toilet leak test kits at the check-out counters; and
 5. investigate partnership programs with local energy utilities to provide water conservation audits, materials and devices.
- B. Sacramento Suburban Water District and its contractor will be fully implementing the program described above no later than the beginning of the fourth year after agreement signing.

BMP 3 DISTRIBUTION SYSTEM WATER AUDITS, LEAK DETECTION AND REPAIR

- A. Within three years of agreement signing, Sacramento Suburban Water District will complete and be maintaining:
1. an annually updated 'system map' of type, size and age of pipes; pressures; leak history; and historic data;
 2. installation, where appropriate, of devices (such as pressure recorders) or use of other methods designed to identify area with greater than 10% losses;
 3. an ongoing meter calibration and replacement program for all production and distribution meters;
 4. an ongoing leak detection & repair program (as defined in the manual) focused on high probability leak areas identified by the system map; and
 5. a complete system-wide leak detection program when Sacramento Suburban Water District is completely metered.
- B. Sacramento Suburban Water District will be fully implementing the program described above no later than the beginning of the fourth year after agreement signing.

BMP 4 NON-RESIDENTIAL METER RETROFIT

- A. Within three years of agreement signing, Sacramento Suburban Water District will:
1. identify all non-residential unmetered customers;
 2. provisionally identify any non-residential unmetered customers whom may be very difficult and expensive to retrofit;

3. adopt a plan to meter at least 20 percent of unmetered non-residential accounts yearly so that within five years of becoming a signatory 85-90 percent of non-residential customers are metered; and
 4. begin installation of meters at non-residential unmetered customer locations, with consideration of separate landscape meters.
- B. Within 60 days of meter installation, Sacramento Suburban Water District will provide newly metered non-residential customers with:
1. information on how to read their meter and a consumption-based water bill; and
 2. information on Sacramento Suburban Water District-provided water conservation programs and services.
- C. Sacramento Suburban Water District will be fully implementing the program described above no later than the beginning of the fourth year after agreement signing.

BMP 4 RESIDENTIAL METER RETROFIT

- A. In the first two years after the *Water Forum Agreement* is signed, the Sacramento Suburban Water District would plan for, budget, and prepare the public for a residential meter retrofit program. Beginning no later than the start of the fourth year after the *Water Forum Agreement* is signed, the Sacramento Suburban Water District would annually retrofit at least 3.3% - 5% of their total number of unmetered residential connections as of the date of the *Water Forum Agreement*.

BMP 5 LARGE LANDSCAPE WATER AUDITS AND INCENTIVES FOR COMMERCIAL, INDUSTRIAL, INSTITUTIONAL (CII), AND IRRIGATION ACCOUNTS

- A. Within three years of agreement signing, Sacramento Suburban Water District's will:
1. identify all Irrigation accounts and CII accounts with landscapes of one acre and larger and record that information in the customer database;
 2. contract for certified and/or trained landscape water auditors;
 3. prepare and distribute multi-lingual (as appropriate) irrigation system materials, seasonal climate-appropriate information on irrigation scheduling and offer training for customers and landscape workers;
 4. develop seasonal climate-appropriate information to determine irrigation schedules, for the three basic hydrozones identified in the *DWR Landscape Water Management Handbook*, and provided that information to the customers with one acre or larger landscapes; and
 5. begin installation of climate appropriate water efficient landscaping at landscaped Sacramento Suburban Water District facilities, phased in over the five years following agreement signing.

- B. Sacramento Suburban Water District's contractor will annually:
1. directly contact all Irrigation accounts and CII accounts with one acre and larger landscapes, not previously audited, and offer them landscape water-use reviews (audits);
 2. offer, through bill inserts or other means, landscape water-use reviews to all customers;
 3. survey past program participants to determine if audit recommendations were implemented; and
 4. offer program participants with separate irrigation meters information showing the relationship between actual consumption and their ET-based water demand.
- C. The Sacramento Suburban Water District landscape water-use review program contractor will:
1. provide audits conducted by certified landscape water auditors;
 2. provide audits that consist of a system review, to identify necessary irrigation system repairs, and, once repairs have been completed, a water-use review including measurement of landscaped area;
 3. provide program participants with seasonal irrigation schedules by hydrozone and/or station;
 4. provide program participants with regular reminders to adjust irrigation timer settings; and
 5. provide incentives to achieve at least 12 percent annual participation of targeted customers.
- D. Sacramento Suburban Water District will be fully implementing the program described above no later than the beginning of the fourth year after agreement signing.

BMP 6 LANDSCAPE WATER CONSERVATION REQUIREMENTS FOR NEW AND EXISTING COMMERCIAL, INDUSTRIAL, INSTITUTIONAL AND MULTI-FAMILY DEVELOPMENTS

- A. Sacramento Suburban Water District will:
1. attend a landscape task force with other local governments and water purveyors, the building and green industries and environmental / public interest groups to review the existing ordinance to determine if it is at least as effective as the Model Water Efficient Landscape Ordinance, and to monitor, and revise, when applicable, the ordinance;
 2. participate in the landscape task force's review of the implementation of the ordinance, including the landscape plan review and final inspection/certification process; and
 3. participate in the landscape task force's determination if program effectiveness is diminished by city/county staff time constraints, budget or lack of landscape knowledge/expertise.

- B. Sacramento Suburban Water District will publicly support the county's actions to enact and/or revise and then fully implement a landscape water efficiency ordinance.
- C. Sacramento Suburban Water District will be fully implementing the program described above no later than the beginning of the fourth year after agreement signing.

BMP 7 PUBLIC INFORMATION

- A. Within three years of agreement signing, Sacramento Suburban Water District's program will include:
 - 1. a combination of a Sacramento Suburban Water District specific program in conjunction with full participation by the Sacramento Suburban Water District in the Sacramento Area Water Works Association (SAWWA) Conservation Committee's Public Outreach Program or other equivalent regional program. This program includes programs such as: media advertising campaigns, commercial consumer outreach, promotional materials, community events and fairs, evapotranspiration data availability, a Web site, and allied organizations outreach;
 - 2. elements implemented directly by the Sacramento Suburban Water District will include:
 - a. using utility bill inserts or messages on payment notices; and
 - b. providing information on residential metered customers' bills showing use in gallons per day for the last billing period compared to the same period the year before.

BMP 8 SCHOOL EDUCATION

- A. Within three years of agreement signing, Sacramento Suburban Water District's program will include:
 - 1. A combination of a Sacramento Suburban Water District specific program in conjunction with full participation by the Sacramento Suburban Water District in the Sacramento Area Water Works Association (SAWWA) Conservation Committee's Public Outreach Program or other equivalent regional program. This program includes programs such as: school outreach, promotional materials, community events and fairs, a Web site, and allied organizations outreach;
 - 2. Elements implemented directly by the Sacramento Suburban Water District include:
 - a. offering tours of Sacramento Suburban Water District xeriscape gardens to elementary schools in the Sacramento Suburban Water District service area; and
 - b. working with schools served by the Sacramento Suburban Water District to promote school audits, reduced water bills, and innovative funding for equipment upgrades.

BMP 9 COMMERCIAL AND INDUSTRIAL (CI) WATER CONSERVATION

- A. Within three years of agreement signing, Sacramento Suburban Water District's will have:
 1. contracted for trained commercial/industrial water auditors;
 2. the DWR Commercial / Industrial (CI) water-use materials available for CI customers;
 3. established, if possible, cooperative CI audit programs with other utilities; and
 4. a list of available CI water-use consultants.

- B. Sacramento Suburban Water District's contractor will annually:
 1. identify the top 10% of commercial water users and top 10% of industrial water users, not previously audited, and directly contact them or the appropriate customer's representative and offer them water-use reviews (audits). Provide these customers with data on their current water-related costs (supply, wastewater, energy, on-site treatment, etc.);
 - a. (for metered customers) annually determine the top 10% of commercial customers and of industrial customers based on water use, and when appropriate, special water-use factors (high water use, high wastewater flows, poor quality wastewater, high-energy use, etc.); and
 - b. (for unmetered customers) annually determine the top 10% of commercial customers and of industrial customers based on special water-use factors such as wastewater flows, poor quality wastewater, and high-energy use. etc.
 2. offer, through bill inserts or other means, CI water-use reviews to all CI customers; and
 3. survey past program participants to determine if audit recommendations were implemented

- C. The Sacramento Suburban Water District water-use review program contractor will:
 1. provide audits conducted by trained commercial/industrial water auditors;
 2. provide incentives to achieve at least 20% annual participation of the targeted 10% of existing customers; and
 3. contact past program participants for a follow-up audit at least every fifth year.

- D. Within three years of agreement signing, Sacramento Suburban Water District will:
 1. promote the use of efficient water-use technologies by commercial and industrial customers by offering incentives related to the benefits gained by the water and sewer service providers;
 2. coordinate with the city or county during the permitting of new, modified or change-of-water-use CI projects within the Sacramento Suburban Water District's service area to ensure that the submitted findings are reviewed by the Sacramento Suburban Water District to identify incentive program opportunities;
 3. consider separate landscape water meter(s) when the combined service would require a 1 1/2" or larger meter; and
 4. require efficient cooling systems, recirculating pumps for fountains and ponds, and water recycling systems for vehicle washing as a condition of service.

- E. Sacramento Suburban Water District will be fully implementing the program described above no later than the beginning of the fourth year after agreement signing.

BMP 11 CONSERVATION PRICING FOR METERED ACCOUNTS

- A. Within three years of agreement signing, Sacramento Suburban Water District will:
1. identify all metered customers by account type (single family, multi-residential, commercial, industrial, institutional, landscape irrigation, reclaimed, wholesale);
 2. establish quantity-based rates for each account type;
 3. begin educating all customers about the quantity-based rate structure; and
 4. provide metered customers with monthly or bi-monthly information which shows current flat-rate charges, actual water use in ccf (hundred cubic feet), and what charges would have been if based on actual use.
- B. Sacramento Suburban Water District will, within six years of agreement signing, bill all metered customers utilizing rates designed to recover the cost of providing service as well as on quantity of water used.

BMP 12 LANDSCAPE WATER CONSERVATION FOR NEW/EXISTING SINGLE FAMILY HOMES

- A. Sacramento Suburban Water District's contractor will implement a program, which includes:
1. information on climate-appropriate landscape design, plants and efficient irrigation equipment/management provided to change-of-customer accounts and, in cooperation with the Building Industry Association of Superior California, to new customers. The availability of this information will be publicized to all existing Single Family Homes in the Sacramento Suburban Water District's service area on an annual basis;
 2. landscape audit/water-use survey program actively marketed to all SF customers at the beginning of metered billing; and
 3. annual pre-irrigation season notification to Single Family Homes served by the Sacramento Suburban Water District of Sacramento Suburban Water District-provided landscape assistance (audits/surveys, materials, special offers, etc.).
- B. Sacramento Suburban Water District's on-going program, in cooperation with the California Landscape Contractors Association, Sacramento Area Water Works Association, other purveyors, etc., will include:
1. participation in the development/maintenance of a local demonstration garden within five years following agreement signing (does not have to be located within Sacramento Suburban Water District's service area but should be convenient to the Sacramento Suburban Water District's customers);
 2. annual participation at local and regional landscape fairs and garden shows;
 3. annual cooperative education and marketing campaigns with local nurseries;
 4. annual irrigation season landscape media campaign; and
 5. annual post-irrigation season notification, to all customers, of the importance of timer resets/ sprinkler shut-offs.

- C. Sacramento Suburban Water District will:
1. attend a landscape task force with other local governments and water purveyors, the building and green industries and environmental / public interest groups to review the existing ordinance to determine if it is at least as effective as the Model Water Efficient Landscape Ordinance as pertains to single family homes, and to monitor, and revise, when applicable, the ordinance;
 2. participate in the landscape task force's review of the implementation of the ordinance, including builder compliance, landscape plan review, and final inspection/certification process; and
 3. participate in the landscape task force's determination if program effectiveness is diminished by city/county staff time constraints, budget or lack of landscape knowledge/expertise.
- D. Sacramento Suburban Water District will publicly support the county's actions to enact and/or revise and fully implement a landscape water efficiency ordinance.
- E. Sacramento Suburban Water District will be fully implementing the program described above no later than the beginning of the fourth year after agreement signing.

BMP 13 WATER WASTE PROHIBITION

Sacramento Suburban Water District has a water waste prohibition ordinance which includes measures and enforcement mechanisms.

- A. The water waste prohibition measures include:
1. irrigation water shall not be allowed to run off to adjoining property or to a roadside ditch or gutter;
 2. leaking pipes, fixtures, or sprinklers shall be repaired promptly;
 3. open hoses not permitted - automatic shut-off nozzles are required; and
 4. swimming pools, ponds and fountains shall be equipped with recirculating pumps. Pool draining and refilling only for health, maintenance or structural reasons - requires agency approval.
- B. Other measures, such as the following, will be considered and may be permanent, seasonal or related to water shortage:
1. restricting irrigation hours or days;
 2. use of a hose to clean sidewalks, driveways, patios, streets and commercial parking lots is not permitted, except for health and safety;
 3. restaurants serving water only on request;
 4. restricting the use of potable water for compaction, dust control or other construction purposes when non-potable water is available; and
 5. limiting the flushing of sewers or fire hydrants, except for health and safety (may be permanent, seasonal or related to water shortage).

- C. The waste prohibition enforcement mechanisms are a graduated series of responses, which include: personal notification, monetary fees, and service termination.
- D. Within three years of agreement signing Sacramento Suburban Water District will:
 - 1. notify all customers at least annually of the waste prohibitions (by newspaper, public notice, mailings, utility billings or a combination of such) prior to the irrigation season;
 - 2. have staff will respond to reports of water waste in a timely manner;
 - 3. will have water waste patrols at least during water shortages; and
 - 4. will cooperate with the city or county in their program enforcement efforts.

BMP 14 WATER CONSERVATION COORDINATOR

Sacramento Suburban Water District's water conservation coordinator is Warren Jung, who will be responsible for preparing, implementing and monitoring the Plan.

Within three years of agreement signing, at least one Sacramento Suburban Water District staff member or employee of the Sacramento Suburban Water District's conservation program contractor will be an AWWA Certified Water Conservation Practitioner (Level II), if the program becomes an industry standard, or will pass equivalent training.

BMP 16. ULTRA-LOW FLUSH TOILET REPLACEMENT PROGRAM FOR NON-RESIDENTIAL CUSTOMERS

- A. Within three years of agreement signing, Sacramento Suburban Water District's contractor will:
 - 1. identify all non-residential customers, estimate the approximate number of non-ULF toilets at each account, and rank them by high, medium or low use (e.g., restaurant toilets are high use, warehouse toilets are low use); and
 - 2. if possible, established a cooperative district / sanitation district ULF rebate program.
- B. If a regional program is established, Sacramento Suburban Water District's contractor will annually:
 - 1. offer, through direct mail or other direct communication, ULF rebates to all non-residential accounts which do not yet have ULF toilets, with special focus on those with the highest number of high-use non ULF-toilets.
- C. The regional retrofit program will:
 - 1. offer the necessary incentive (which may include rebates, no interest loans, vouchers, billing surcharges/rebates, etc.) to insure that at least 10 percent of non-residential non-ULF toilets are replaced with ULF toilets each year, with a final installation target of 90 percent of all non-residential toilets being ULFs within ten years;
 - 2. consider larger rebates for the more expensive high-use flushometer-type ULF installations;

3. investigate opportunities for community based organizations (CBOs) to receive the training and financial incentives necessary for them to implement this BMP for their constituents; and
 4. consider monitoring the change in water use at metered-accounts that install ULF toilets.
- D. Sacramento Suburban Water District will be fully implementing the program described above no later than the beginning of the fourth year after agreement signing.

CITIZEN INVOLVEMENT PROGRAM

The Sacramento Suburban Water District is investigating ways to implement this aspect of the *Water Forum Agreement* by using existing citizen groups such as perhaps the various CPAC's (County Planning Advisory Committees such as the North Highlands – Foothill Farms Area CPAC, the Carmichael CPAC, and the Antelope CPAC) in their service area.