



Notice of Regular Meeting
NACIMIENTO PROJECT COMMISSION

THURS., MAY 25, 2023 – 4:00 PM

IN-PERSON LOCATION: (COMMISSIONERS MUST ATTEND IN-PERSON)

Templeton CSD, Board Meeting Room, 206 5th Street, Templeton, CA 93465
(805) 434-4900

VIRTUAL OPTION: (ONLY FOR AGENCY STAFF OR MEMBERS OF THE PUBLIC)

<https://us02web.zoom.us/j/87323072596?pwd=ZTZpMUpkWDRWTitkcHpZNktoZXhvdz09>

Meeting ID: 873 2307 2596 Passcode: 680824 Call in: 1-669-900-6833

AGENDA ITEMS & PUBLIC COMMENTS:

For more information: <https://www.slocounty.ca.gov/Departments/Public-Works/Forms-Documents/Committees-Programs/Nacimiento-Project-Commission.aspx>

Public comments can be submitted to: Anna McKenna at AMcKenna@co.slo.ca.us

COMMISSIONERS: John Hamon, Chair (Paso Robles); Wayne Peterson, Vice Chair (Templeton CSD); Grigger Jones (Atascadero MWC); Emily Francis (City of San Luis Obispo); John Peschong (District)

AGENDA

- I. **CALL TO ORDER** (Roll Call for Quorum Count; Flag Salute)
- II. **PUBLIC COMMENT** (For non-agenda items within Commission jurisdiction; three-minute limit each.)
- III. **MEETING MINUTES**
 - A. Naci Commission – Special Meeting, April 27, 2023
Staff Recommendation: Approve the Minutes.
- IV. **COMMISSION ADMINISTRATIVE ITEMS**
 - A. PGE Contract for Tesla Battery Required Upgrades
 - B. Agreement to Share Utility Upgrade Costs - DRAFT
Staff Recommendation: Endorse Contract and recommend approval by County BOS.
- V. **UTILITIES DIVISION REPORT**
 - A. Third Quarter Operations Budget Report – FY 2022-2023
 - B. Current NWP Operations with Reservoir Status
 - C. Emergency Repairs from January 2023 Storm Damages Update
- VI. **SHANDON SAN JUAN WATER DISTRICT –APPLICATION TO APPROPRIATE WATER**
 - A. District - Letter of Opposition addressed to the State Water Resources Control Board - May 2021
 - B. City of Paso Robles – DRAFT Letter of Opposition addressed to Shandon San Juan Water District – May 2023
- VII. **ITEMS FOR NEXT REGULAR MEETING AGENDA**
- VIII. **DATE OF NEXT REGULAR MEETING:** August 24, 2023
- IX. **ADJOURNMENT**

ATTACHMENTS

1. Item III.A – Minutes from Apr. 27, 2023
2. Item IV.A – PGE Contract
3. Item IV.B – Agreement to Share Utility Upgrade Costs
4. Item V.A – Staff Budget Report
5. Item V.B – Staff Delivery Report
6. Item V.C – Photos of Nacimiento Pipeline Failure Damage

7. Item VI.A - District - Letter of Opposition addressed to the State Water Resources Control Board - May 2021
8. Item VI.B - City of Paso Robles – DRAFT Letter of Opposition addressed to Shandon San Juan Water District – May 2023

CONTACT: *All Americans with Disabilities Act (ADA) accommodations shall be promptly reviewed and resolved.*

Persons who require accommodations for any audio, visual or other disability in order to review an agenda, or to participate in the meeting per the ADA, are encouraged to request such accommodation 48 hours in advance of the meeting from County Public Works at (805) 781-5252.



MEETING MINUTES (DRAFT) NACIMIENTO PROJECT COMMISSION

April 27, 2023

COMMISSIONERS PRESENT AT ROLL CALL (Voting Share %)

Paso Robles (33%): John Hamon, Chair
District (20%): John Peschong
Atascadero MWC (17%): Grigger Jones
City of SLO (28%): Emily Francis

COMMISSIONER PRESENT AFTER ROLL CALL (Voting Share %)

Templeton CSD (2%): Wayne Peterson, Vice Chair

CLERK: Anna McKenna, District

1. CALL TO ORDER

A special Commission meeting was held on Thursday, April 27, 2023, at 4:00 P.M., with John Hamon serving as the Chair. Quorum established (minimum of 3/5 seats present with voting share > 51%).

2. PUBLIC COMMENT: *Chuck Larson, Nacimiento Regional Water Management Advisory Committee (NRWMAC) commented, requesting that the Nacimiento Water Project (NWP) Participants consider recreational use when planning the time of diversions for NWP supplies. NRWMAC's attorney's opinion is that NWP owns undelivered water. Left contact information and a copy of documents from the attorney for NWP review. Recommended County Counsel speak with the attorney representing NRWMAC.*

3. REVIEW OF PREVIOUS MEETING MINUTES

Minutes from the meeting February 23, 2023 were approved: *Motion for approval: Peschong; Seconded: Francis; Jones abstained, no one opposed, motion passed*

4. COMMISSION INFORMATIONAL ITEMS:

McKenna shared an update (for Information only) on the Emergency Repairs from January 2023 Storm Damages and noted the additional damages since the January storms. District staff are actively working with FEMA, secured engineering support to identify and consider alternative solutions (in coordination with TSG staff), and will bring another update at the next Commission in May.

Peschong reported that the Chimney Rock Rd., which was damaged during the winter storms has now been re-opened with the construction of a temporary access road until a longer-term solution is in place.

5. PRESENTATIONS (NO ACTION REQUIRED): *None.*

6. COMMISSION ACTION ITEMS (NO SUBSEQUENT ACTION BY BOS REQUIRED): *None.*

7. COMMISSION ACTION ITEMS (ACTION SUBSEQUENTLY REQUIRED BY BOS):

FY 2023-24 Operating Fund Proposed Budget

Harold Wright presented the proposed operating fund budget for FY 2023-24. The Commission voted unanimously to endorse/approve the final proposed budget as presented.

Motion for approval: Jones; Seconded: Francis; All approved.

8. FUTURE AGENDA ITEMS DESIRED BY COMMISSION: *Hamon requested that the District provide updates on the status of the Water Sales Program (WSP) when applicable and photos of the current condition of the Nacimiento Pipeline Failure near Atascadero, California.*

The meeting was adjourned by John Hamon at 4:22 P.M.
Wes Thomson, Secretary



Agreement for Installation or Allocation of Special Facilities for Parallel Operation of NonUtility-Owned Generation and/or Electrical Standby Service¹ (Electric Rules 2 and 21)

DISTRIBUTION

- Applicant
- Division,
- Const. Accounting
- Accounting Ops
- Tariff Interpretation

REFERENCES

QF Log #: 600577256
 GM/WO #: 35356481
 Premises #: _____

At the request of SAN LUIS OBISPO COUNTY FC&WCD, (Applicant), **PACIFIC GAS AND ELECTRIC COMPANY (PG&E)** hereby agrees to furnish at Applicant's expense within a reasonable time certain facilities consisting of Ground Stabilizing Bank (Special Facilities). Such Special Facilities are expected to be necessary on or about TBD for the interconnection of Applicant's electric generating plant with PG&E's system and/or PG&E's delivery of electrical standby service to Applicant's premises at 9050 ROCKY CANYON RD, ATASCADERO, County of SAN LUIS OBISPO, State of California.

1. This Agreement includes Appendix A, Detail of Special Facilities Charges, which is attached and incorporated herein by reference. Appendix A may be revised or superseded by mutual written agreement and without formal amendment of the remainder of this agreement.
2. Applicant shall pay PG&E, on demand prior to commencement of any work by PG&E, an initial charge equal to the sum of the amounts which are specified in Appendix A.
3. Applicant also shall pay PG&E any applicable monthly rates and charges for service under PG&E's tariff schedules plus an ownership charge, either (a) or (b) below as specified in Appendix A, namely:
 - (a) COST-OF-OWNERSHIP CHARGE representing PG&E's continuing monthly cost of financing (if applicable), owning and maintaining Special Facilities; or
 - (b) An EQUIVALENT ONE-TIME CHARGE which is equal to the present worth of the monthly COST-OF-OWNERSHIP CHARGE in perpetuity. The COST-OF-OWNERSHIP CHARGE shall commence on the date Special Facilities are first available for Applicant's use, as such date is established in PG&E's records. PG&E will notify Applicant, in writing, of such commencement date. The EQUIVALENT ONE-TIME CHARGE (if applicable) shall be payable by Applicant to PG&E on demand.
4. The ownership charge set forth in paragraphs 3(a) or 3(b) herein is determined in accordance with the applicable percentage rates established in the Special Facilities section of PG&E's electric Rule 2, copy attached. Should the California Public Utilities Commission (Commission) subsequently authorize higher or lower percentage rates, the monthly COST-OF-OWNERSHIP CHARGE shall automatically increase or decrease without formal amendment to Appendix A as of the effective date of the Commission's authorization.
5. Where it is necessary to install Special Facilities on Applicant's premises, Applicant hereby grants to PG&E:
 - (a) the right to make such installation on Applicant's premises along the shortest practical route thereon with sufficient legal clearance from all structures now or hereafter erected on Applicant's premises; and
 - (b) the right of ingress and egress from Applicant's premises at all reasonable hours for any purposes reasonably connected with the operation and maintenance of Special Facilities.
6. Where formal rights of way or easements are required on or over property of Applicant or the property of others for the installation of Special Facilities, Applicant agrees that PG&E shall obtain them at Applicant's expense, or if Applicant and PG&E agree otherwise, Applicant shall obtain any necessary permanent rights of way or easements, satisfactory to and without cost to PG&E.
7. PG&E shall not be responsible for any delay in completion of the installation of Special Facilities resulting from shortage of labor or materials, strike, labor disturbance, war, riot, weather conditions, governmental rule, regulation or order, including orders or judgments of any court or regulatory agency, delay in obtaining necessary rights of way and easements, acts of God, or any other cause or condition beyond the control of PG&E, nor shall PG&E be liable for incidental, indirect, special, punitive, or consequential damages for any such delay. PG&E shall have the right, if for one of the above reasons it is unable to obtain materials or labor for all of its construction requirements, to allocate materials and labor to construction projects which it deems, in its sole discretion, most important to serve the needs of its customers, and any delay in construction, hereunder resulting from such allocation shall be deemed to be a cause beyond PG&E's control. In any event, PG&E's total liability for any delay in the completion of the installation of Special Facilities shall not exceed the amount of Special Facilities Charges paid by Applicant.

[†] Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

Agreement for Installation or Allocation of Special Facilities for Parallel Operation of NonUtility-Owned Generation and/or Electrical Standby Service (Electric Rules 2 and 21)

8. In the event that PG&E is prevented from completing the installation of Special Facilities for reasons beyond its control after twelve (12) months following the date of this Agreement, PG&E shall have the right to supersede this Agreement subject to Applicant's election as provided below upon at least thirty (30) days' written notice to Applicant and adjust any amounts paid or required to be paid by Applicant hereunder that may be due based on that portion of the Special Facilities then completed, if any, utilizing the estimated costs developed by PG&E for this Agreement. Such a superseding agreement, if any, shall be in substantially the same form as this agreement, be executed by both parties hereto, and shall provide that costs be allocated to the portion of the Special Facilities then completed, if any, consistent with those costs estimated by PG&E for this agreement. If Applicant elects not to execute a superseding agreement, this agreement shall be terminated and the provisions of paragraph 11 herein shall be applied to that portion of Special Facilities then completed, if any. Applicant also shall reimburse PG&E for any expenses it may have incurred for engineering, surveying, right of way acquisition and other work associated with that portion of Special Facilities not installed
9. If it becomes necessary for PG&E to alter rearrange or make addition to Special Facilities in order to maintain parallel operation of Applicant's generation or electrical standby service to Applicant's premises, Applicant shall be notified, in writing, of such necessity and shall be given the option to either terminate this Agreement upon thirty (30) days' written notice to PG&E, or to pay to PG&E additional Special Facilities charges consisting of:
- (a) a facility termination charge for that portion of Special Facilities which is being removed because of alteration, rearrangement or addition to Special Facilities. Such charge to be determined in the same manner as described in paragraph 11 herein; plus,
 - (b) an additional ADVANCE and/or REARRANGEMENT CHARGE, if any for any new Special Facilities which shall be applied in the same manner as prescribed in paragraph 2 herein; plus,
 - (c) a revised monthly COST-OF-OWNERSHIP CHARGE or EQUIVALENT ONE-TIME CHARGE based on the estimated installed costs of all new and remaining Special Facilities. Such revised monthly COST-OF-OWNERSHIP CHARGE or EQUIVALENT ONE-TIME CHARGE shall be applied in the same manner as prescribed in paragraph 3 herein.
10. This Agreement shall become effective when executed by the parties hereto and, except as provided for in paragraphs 8 and 9 herein, shall remain in force until one of the following events occurs:
- (a) a power purchase, parallel operation, electrical standby service or other form of agreement no longer exists between Applicant and PG&E which would occasion the need for Special Facilities; or
 - (b) the ownership of Special Facilities or any portion thereof is deeded to a public authority; or
 - (c) Applicant fails to pay the monthly COST-OF-OWNERSHIP CHARGE prescribed in the Agreement, if applicable.
- Either party shall provide the other at least thirty (30) days' written notice of termination pursuant to this paragraph.
11. Upon termination of the Agreement for any reason:
- (a) Applicant shall pay to PG&E on written demand (in addition to all other monies to which PG&E may be legally entitled by virtue of such termination) a facility termination charge defined as the estimated installed cost, plus the estimated removal cost less the estimated salvage value for any Special Facilities which can be removed, all as determined by PG&E in accordance with its standard accounting practices. PG&E shall deduct from the facility termination charge the ADVANCE plus the unamortized balance of the EQUIVALENT ONE-TIME CHARGE previously paid, if any. If the ADVANCE paid plus the unamortized balance of the EQUIVALENT ONE-TIME CHARGE, if any, is greater than the facility termination charge, PG&E shall refund the difference, without interest to Applicant; and
 - (b) PG&E shall be entitled to remove and shall have a reasonable time in which to remove any portion of the Special Facilities located on the Applicant's premises; and
 - (c) PG&E may, at its option, alter, rearrange, convey or retain in place any portion of the Special Facilities located on other property off Applicant's premises. Where all or any portion of the Special Facilities located off Applicant's premises are retained in place in anticipation of providing permanent service to customers of PG&E, an equitable adjustment shall be made in the facility termination charge.



Agreement for Installation or Allocation of Special Facilities for Parallel Operation of NonUtility-Owned Generation and/or Electrical Standby Service (Electric Rules 2 and 21)

- 12. In the event any of the Special Facilities are used during the term of this Agreement to provide permanent service to customers of PG&E, an adjustment shall be made in accordance with PG&E's electric Rule 21, copy attached.
- 13. Special Facilities shall at all times be the property of PG&E.
- 14. As provided in PG&E's electric Rule 14, copy attached, PG&E does not guarantee electrical standby service to be free from outages, interruptions or curtailments and the charges for Special Facilities represent PG&E's cost associated with providing Special Facilities rather than for a guaranteed level of service or reliability.
- 15. Applicant may, with PG&E's written consent, assign this Agreement if the assignee thereof will agree in writing to perform Applicant's obligations hereunder. Such assignment will be deemed to include, unless otherwise specified therein, all of Applicant's rights to any refunds which might become due upon discontinuance of the use of any Special Facilities.
- 16. This Agreement shall be subject to all of PG&E's applicable tariffs on file with and authorized by the Commission, and shall at all times be subject to such changes or modifications as the Commission may direct from time to time in the exercise of its jurisdiction.

Dated this _____ day of _____, 20_____.

This agreement is effective when accepted and executed by PG&E.

SAN LUIS OBISPO COUNTY FC&WCD

Customer/Company

Authorized by (Print)

Signature

Title

Date

PACIFIC GAS AND ELECTRIC COMPANY

Authorized by (Print)

Signature

Supervisor, Electric Grid Interconnection

Title

Date

Mailing Address:

Attachments:

- Electric Rule 2
- Electric Rule 14
- Electric Rule 21
- Appendix A



DISTRIBUTION

- Division
Customer
Customer Billing
Accounting Ops.
Tariff Interpretation

REFERENCES

Notification# 120897470
Utility Log# 600577256
PM# 35356481

Agreement for Installation or Allocation of Special Facilities for Parallel Operation of Nonutility-Owned Generation and/or Electrical Standby Service*

APPENDIX - A
Detail of Special Facilities Charges

Dated: 4/17/2023

I. Applicability

The application of charges specified herein are pursuant to the provisions of this Agreement between SAN LUIS OBISPO COUNTY FC&WCD (Applicant) and Pacific Gas and Electric Company (PG&E) and shall be a part thereof and in effect until superseded by mutual written agreement.

II. Initial Charge

- A. Net cost of all Special Facilities \$ 62,563.55
B. Less the cost of "removable and reusable" Special Facilities which are provided, installed and financed by PG&E pursuant to Rule No. 21 \$()
C. ADVANCE equal to PG&E's estimated installed Cost of Special Facilities which are financed by Applicant, including in lieu of cash payment, a credit for that portion of Special Facilities furnished and deeded to PG&E by Applicant (line A + line B) \$(62,563.55)
D. Less PG&E's estimate of the cost of Special Facilities provided, installed and deeded to PG&E by Applicant (includes costs of design and administration by PG&E) \$()
E. Plus the costs of design, administration and inspection by PG&E of Special Facilities provided, installed and deeded to PG&E by Applicant \$
F. Plus REARRANGEMENT CHARGE which is equal to PG&E's estimated cost of rearranging existing facilities to accommodate the installation of Special Facilities \$
G. Plus CIAC Tax if applicable (line C + line E+ line F x Applicable CIAC Tax^2 of (24 %) \$ 15,015.25
H. Initial Charge (does not include monthly Cost-of-Ownership Charge--see below \$ 77,578.80

III. Installed Cost of PG&E's Existing Facilities Allocated to Applicant's Use \$ 0.00

* This agreement at all times shall be subject to such modifications as the California Public Utilities Commission may direct from time to time in the exercise of its jurisdiction.

1 Used in calculation of the monthly COST OF OWNERSHIP CHARGE or EQUIVALENT ONE-TIME CHARGE.

2 See the Income Tax Component of Contribution Provision in the Electric Preliminary Statement for the current applicable CIAC tax rate.

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.



APPENDIX A –

AGREEMENT FOR INSTALLATION OR ALLOCATION OF SPECIAL FACILITIES FOR PARALLEL OPERATION ON NONUTILITY-OWNED GENERATION

IV. Monthly COST OF OWNERSHIP CHARGE

Special Facilities Financed By	Application Base	Current Percentage Rate ³	Monthly Charge
A. Applicant	ADVANCE (II.C above equals 1. plus 2. below)		
	1. Cost of Distribution facilities.....\$ 62,563.55		
	Less allowance for Existing facilities.....\$() ⁴		
	Net amount\$ 62,563.55	x 0.49%	= \$ 306.56 /mo.
	2. Cost of Transmission facilities.....\$		
	Less allowance for Existing facilities.....\$() ⁴		
	Net amount\$ 0.00	x 0.31%	= \$ 0.00 /mo.
B. PG&E	“Removable and Reusable” Special Facilities (II.B above equals 3. plus 4. below)		
	3. Distribution facilities.....\$	x	= \$ 0.00 /mo.
	4. Transmission facilities.....\$	x	= \$ 0.00 /mo.
C. PG&E	Existing Facilities Allocated as Special Facilities (III. above equals 5. plus 6. below)		
	5. Distribution facilities.....\$	x	= \$ 0.00 /mo.
	6. Transmission facilities.....\$	x	= \$ 0.00 /mo.
D.	Monthly COST OF OWNERSHIP CHARGE.....		\$ 306.56 /mo.
V.	EQUIVALENT ONE-TIME CHARGE (in lieu of monthly COST OF OWNERSHIP CHARGE); check [] if applicable		
	\$ 306.56 /mo. (line IV.D) x 12 mo. x 14.73 (present worth factor).....		\$ 54,187.55

Complete the following section only in conjunction with revision of this Appendix.

This Appendix A supersedes Appendix A dated _____, 20____. The changes hereon are hereby agreed to by both parties on this _____ day of _____, 20____.

³This percentage rate is set forth in PG&E's current electric Rule No. 2 and is subject to change upon authorization by the California Public Utilities Commission.

⁴Where Special Facilities displace PG&E's existing facilities, this allowance assures the exclusion of PG&E's existing ownership costs from Applicant's monthly COST OF OWNERSHIP CHARGE or EQUIVALENT ONE-TIME CHARGE.



**APPENDIX A –
AGREEMENT FOR INSTALLATION OR ALLOCATION OF
SPECIAL FACILITIES FOR PARALLEL OPERATION ON
NONUTILITY-OWNED GENERATION**

This agreement is effective when accepted and executed by PG&E.

SAN LUIS OBISPO COUNTY FC&WCD

Company

Authorized by (Print)

Signature

Title

Date

PACIFIC GAS AND ELECTRIC COMPANY

Authorized by (Print)

Signature

Supervisor, Electric Grid Interconnection

Title

Date

County of San Luis Obispo
1055 Monterey Street
San Luis Obispo, CA 93408
Attn:

Re: *Agreement to Share Utility Upgrade Costs*

To Whom It May Concern:

Tesla, Inc. ("Tesla") and the County of San Luis Obispo ("County") have executed an agreement named "Tesla Energy Products Purchase Agreement—California Self-Generation Incentive Program (SGIP)", with respect to the Rocky Canyon Pump Station ("Agreement"). The Agreement addresses the purchase of a battery energy storage system that Tesla will install ("Project"). Corporate Credit, Inc. is Tesla's financing party for the Project.

Pacific Gas & Electric Company ("PG&E") has determined that the Project will require utility upgrades, including the installation of a ground stabilizing bank. PG&E has estimated that the costs of these utility upgrades to be \$131,766.35 ("Utility Upgrade Costs").

Notwithstanding anything to the contrary in the Agreement, it is agreed that Tesla shall pay half of the Utility Upgrade Costs. Tesla shall remit a check to PG&E in the amount of \$65,883.18.

Sincerely,

Name: _____

Title: _____

Tesla, Inc.

Acknowledged and Agreed:

Corporate Credit, Inc.

Name: _____

Title: _____

Acknowledged and Agreed:

County of San Luis Obispo, California

Name: _____

Title: _____



TO: Nacimiento Project Commission
FROM: Harold Wright, Finance Division
VIA: Nola Engelskirger, Utilities Division Manager
DATE: May 25, 2023
SUBJECT: FY 2022-23 Third Quarter Operations Budget Update
(Information Only – No Action Required)

Figures summarizing the Fiscal Year 2022-23 Third Quarterly Operating Fund Budget are provided for your information. With 75% of the year elapsed, total expenditures and purchase order commitments are at 40.4% of budget. This includes Non-Routine projects that fluctuate during the fiscal year. More notably, annual Routine Operations and Maintenance efforts are at less than budgeted levels at 54.3% of the budget.

	Budget	Expenses & Purchase Orders	Expenses and Purchase Orders as a % of Budget	Balance Available
Routine O&M	4,541,504	2,465,963	54.3%	2,075,541
Non Routine O&M Projects	1,775,476	163,973	9.2%	1,611,503
Capital Outlay Projects	200,000	-	0.0%	200,000
Total	6,516,980	2,629,936	40.4%	3,887,044
[a] Variable Energy	3,086,823	1,787,549	57.9%	1,299,274
[a] PG&E invoices for Variable Energy usage. Costs are billed to participants based upon actual usage, and are not included in Participants' Installment Billings or Final Billings.				

[a] PG&E invoices for Variable Energy usage. Costs are billed to participants based upon actual usage, and are not included in Participants' Installment Billings or Final Billings.

If you have any questions, please feel free to contact me at (805) 781-5462 or via e-mail at hwright@co.slo.ca.us. Staff will be available to answer specific questions at the meeting.



TO: Nacimiento Project Commision
FROM: Anna McKenna, Utilities Division Engineer
DATE: May 25, 2023
SUBJECT: NWP Delivery Report

NWP DELIVERY REPORT

Attachment 1 is the draft monthly summary of NWP deliveries through April 2023 for the 2023 Nacimiento "Water Year" (Oct. 1, 2022 – Sept. 30, 2023).

NACIMIENTO RESERVOIR DATA & OPERATIONS SYSTEM

Attachments 2, & 3 are provided as a reference for your planning purposes.

ATTACHMENTS

1. District's NWP Delivery Report – April 2023 (DRAFT).
2. MCWRA Reservoir Data, dated 5/12/23.
3. MCWRA Reservoir Pool Schematic (from "Nacimiento Dam Operation Policy," 2018).

NWP Delivery Report – April 2023

Deliveries^{1, 2, 5}

	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	TOTAL
Paso (T2)	440.84	492.72	180.25	75.57	79.91	95.04	122.74	0	0	0	0	0	1487.07
Ops Water													0.00
TCSD (T4)	37.49	36.73	5.49	0.39	0.00	0.00	0	0	0	0	0	0	80.10
Ops Water													0.00
AMWC (T6)	229.37	0.00	0.00	0.00	0.02	0.00	0	0	0	0	0	0	229.39
Ops Water													0.00
SMR (T9)	7.35	6.99	6.66	2.18	0.00	0.00	0	0	0	0	0	0	23.17
Ops Water													0.00
SLO (T11)	394.95	305.71	275.19	46.49	0.00	0.00	0	0	0	0	0	0	1022.34
Ops Water													0.00
TOTAL	1110	842	468	125	80	95	123	0	0	0	0	0	2842.07
Cumulative	1110	1952	2420	2544	2624	2719	2842	2842	2842	2842	2842	2842	
Intake Meter	1084.09	819.39	444.51	135.95	79.77	97.06	0.00	0.00	0.00	0.00	0.00	0.00	2660.77
Variance (UW)	25.91	22.76	23.08	(11.32)	0.16	(2.02)	122.74	0.00	0.00	0.00	0.00	0.00	181.30
Ops Water ⁴	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Requests^{1,3}

	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	TOTAL
Paso (T2)	658	504	159	123	111	301	292	658	636	658	658	636	5394
TCSD (T4)	23.75	23.00	9.00	8.25	22.00	23.75	23.00	23.75	23.00	23.75	23.75	23.00	250
AMWC (T6)	250	0	0	0	0	0	0	0	500	500	500	500	2250
SMR (T9)	0	7	7	7	7	7	7.3	7.3	7.3	7.3	7.3	7.3	80
SLO (T11)	504	488	228	260	455	504	488	504	488	504	504	488	5415
TOTAL	1435	1022	403	399	596	836	810	1193	1655	1693	1693	1655	13389
Cumulative	1435	2457	2861	3260	3855	4692	5502	6695	8349	10042	11735	13389	

NOTES

- All table values listed are in units of acre-feet (AF).
- Deliveries are based on monthly reporting provided by County Operations.
- Requests based on latest schedule request submitted for project "Water Year 2023" deliveries. WY = Oct thru Sep.
- "Ops Water" is water sent through the turnout for O&M needs and not counted against Participants' Delivery Entitlement.
- Deliveries interrupted due to January storms; extended outage for Participants downstream of RCPS (impacting SMR and SLO).

NACIMIENTO WATER PROJECT

SAN LUIS OBISPO COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT
 G:\NWPIO&M Phase\DELIVERY & REQUESTS\Actuals\2023\230403-NWP Delivery Report_Apr-2023-DRAFT

Monterey County Water Resources Agency
DAM AND RESERVOIR - DAILY DATA (provisional)
May 6, 2023 through May 12, 2023

San Antonio	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday
Date	5/6	5/7	5/8	5/9	5/10	5/11	5/12
Percentage of Capacity (%)	69	69	69	69	69	69	69
Elevation (feet)	758.7	758.75	758.8	758.9	758.9	758.9	758.95
Depth (feet)	158.7	158.75	158.8	158.9	158.9	158.9	158.95
Storage (acre-feet)	230690	230900	231110	231530	231530	231530	231740
Lake Surface Area (acres)	4165	4168	4170	4176	4176	4176	4178
Length of Lake (miles)	14	14	14	14	14	14	14
Releases (cfs)	10	10	10	10	10	10	10
Rainfall Past 24 Hours (in.)	0	0	0	0	0	0	0
Rainfall Total to Date (in.)	22.39	22.39	22.39	22.39	22.39	22.39	22.39
Total Rain to Date Last Year (in.)	8.07	8.07	8.07	8.07	8.07	8.07	8.07
Total Rain Last Season (in.)	8.19	8.19	8.19	8.19	8.19	8.19	8.19

Nacimiento	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday
Date	5/6	5/7	5/8	5/9	5/10	5/11	5/12
Percentage of Capacity (%)	96	96	96	95	95	95	95
Elevation (feet)	797.1	797.05	797.05	797	797	797	796.95
Depth (feet)	182.1	182.05	182.05	182	182	182	181.95
Storage (acre-feet)	361415	361133	361133	360850	360850	360850	360573
Lake Surface Area (acres)	5584	5582	5582	5579	5579	5579	5577
Length of Lake (miles)	18.3	18.3	18.3	18.3	18.3	18.3	18.3
Releases (cfs)	179	178	177	145	118	131	131
Rainfall Past 24 Hours (in.)	0	0	0	0	0	0	0
Rainfall Total to Date (in.)	18.52	18.52	18.52	18.52	18.52	18.52	18.52
Total Rain to Date Last Year (in.)	8.76	8.76	8.76	8.76	8.76	8.76	8.76
Total Rain Last Season (in.)	9.11	9.11	9.11	9.11	9.11	9.11	9.11

Notes: Daily reservoir release numbers are targets. Actual releases may deviate slightly and are reported annually. Elevation referenced to NGVD 29. Data are 7:00 AM values from real time provisional USGS water surface elevation gage sites. Full data sets can be accessed via the following links:

[Nacimiento Elevation](#)

[San Antonio Elevation](#)

Current Releases: The Monterey County Water Resources Agency is currently making conservation releases for groundwater recharge and SRDF operations.

[Reservoir release schedule approved by MCWRA Board of Directors](#)

The Nacimiento Dam Operation Policy provides a detailed description of the regulations, requirements, and other considerations that inform our reservoir operations.

[Nacimiento Dam Operation Policy](#)

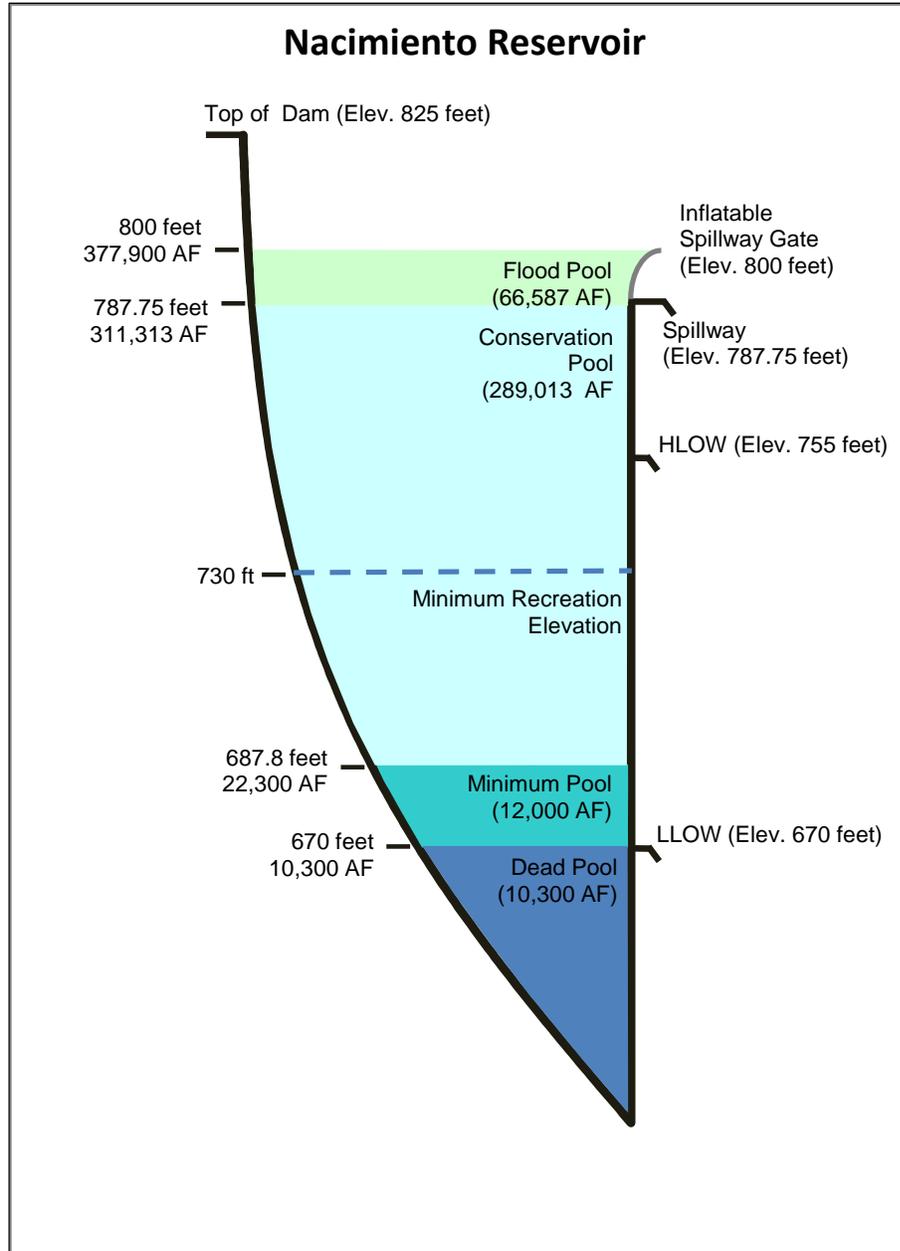


Figure 1. Schematic of Nacimiento Reservoir Pools

JANUARY 2023



MAY 2023





COUNTY OF SAN LUIS OBISPO BOARD OF SUPERVISORS

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May 4, 2021

Attn: Mr. Erik Ekdahl, Deputy Director
State Water Resources Control Board
Division of Water Rights
P.O. Box 2000
Sacramento, CA 95812-2000

Subject: Opposition to Two Applications to Appropriate Water Submitted by the Shandon-San Juan Water District

Dear Mr. Ekdahl,

On behalf of the County of San Luis Obispo, serving as the Paso Basin – County of San Luis Obispo Groundwater Sustainability Agency, I am submitting this letter of opposition to the two applications to appropriate water (enclosed) that were submitted to your agency by the Shandon-San Juan Water District.

Sincerely,

Supervisor Lynn Compton, Chair, District 4
County of San Luis Obispo

Enclosure



CITY OF EL PASO DE ROBLES
"The Pass of the Oaks"

May 22, 2023

VIA EMAIL: ADMIN@SSJWD.ORG

Steve Sinton, Director
Matt Turrentine, Director
Shandon-San Juan Water District
P.O. Box 150
Shandon, CA 93461

RE: NACIMIENTO PIPELINE CAPACITY

Dear Mr. Sinton and Mr. Turrentine,

This letter provides the City of El Paso de Robles' ("Paso Robles") response to the Shandon-San Juan Water District's ("SSJWD") proposal and application to appropriate and transport water to the Paso Robles Area Groundwater Basin using the existing Nacimiento Water Project Pipeline ("Nacimiento Pipeline"), a publicly-funded, \$176 million, 45-mile pipeline from Lake Nacimiento to San Luis Obispo. The application is premised on (1) the erroneous claim that excess capacity exists in the Nacimiento Pipeline and (2) the speculative assumption that SSJWD will obtain a permit to appropriate water supplies from the Salinas and Nacimiento Rivers based on that erroneous claim.

Paso Robles, a Nacimiento Pipeline project participant along with Templeton Community Services District, Atascadero Mutual Water Company, and the City of San Luis Obispo (collectively, "Project Participants"), opposes SSJWD's plan and application because *there is no excess capacity in the Nacimiento Pipeline* available to SSJWD. Further, SSJWD did not vet the concept of utilizing the Nacimiento Pipeline or collaborate with the Project Participants and has thus failed to be transparent with the public.

The Nacimiento Pipeline was designed and constructed to convey only the water entitlements held by the Project Participants. That existing water entitlements are not being fully utilized at present does not mean that there is excess capacity in the Nacimiento Pipeline. Each Project Participant has developed a plan for utilizing its respective entitlement. Utilization of those entitlements is expected to increase significantly in the coming years to satisfy urban growth in lieu of utilizing other surface and groundwater supplies.

Additionally, Project Participants are developing a turn-back sales program that will allow Project Participants to sell any unused water entitlements for other beneficial uses. The turn-back sales program is essential for offsetting the Nacimiento Pipeline costs to the Project

Steve Sinton, Director
Matt Turrentine, Director
May 22, 2023
Page 2

Participants' rate payers. When the turn-back sales program is fully utilized, there will be no excess capacity in the Nacimiento Pipeline. A recent order by the State Water Resources Control Board allowing the Project Participants to use their Nacimiento water entitlements as they see fit throughout San Luis Obispo County will further facilitate and accelerate the turn-back sales program. Thus, any claim by SSJWD to use the Nacimiento Pipeline would be in direct conflict with the Project Participants' full utilization of the Nacimiento Pipeline, to the detriment of their rate payers.

Project Participants designed the Nacimiento Pipeline for their intended uses, have planned for maximizing its benefit, and continue to pay for its construction, operation, and maintenance. SSJWD applied to appropriate Lake Nacimiento water assuming use of the Nacimiento Pipeline without first reviewing the concept with Project Participants. This raises serious concerns over credibility and is cause for doubt that SSJWD could be a trusted partner. Paso Robles respectfully requests that SSJWD withdraw any and all applications before the State Water Resources Control Board that rely upon access to the Nacimiento Pipeline because such access is not and will not be available to SSJWD.

Sincerely,

Christopher Alakel, P.E.
Utilities Director

CC: SWRCB Division of Water Rights
mike.conway@waterboards.ca.gov

San Luis Obispo County Board of Supervisors
jpeschong@co.slo.ca.us; bgibson@co.slo.ca.us; kabbas@co.slo.ca.us;
district4@co.slo.ca.us; district5@co.slo.ca.us

Paso Robles Basin Cooperative Committee
breely@co.slo.ca.us