

## THE GLENN COUNTY PRIVATE PUMPER ADVISORY COMMITTEE

Glenn County Department of Agriculture, 720 North Colusa Street, Willows, CA 95988  
TELEPHONE: 530-934-6501

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### MEETING OF THE GLENN COUNTY PRIVATE PUMPER ADVISORY COMMITTEE

LOCATION: The Glenn County Farm Bureau, 831 5<sup>th</sup> Street, Orland, CA 95963

DATE: January 23, 2017

TIME: 1:00 pm - 4:00 pm

## AGENDA

ALL ITEMS ARE OPEN FOR PUBLIC COMMENT

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Members of the public may appear before the Glenn County Private Pumper Advisory Committee and present evidence and/or make comments concerning any Private Pumper Advisory Committee business. If the matter is not listed on the agenda, such comments shall be presented during the unscheduled matters portion of the agenda. If the matter concerns an item listed on the agenda, the comments must be made at the time the agenda item is considered by the Private Pumper Advisory Committee. In the event that the agenda item gathers a large audience and/or group with the same or similar views, we encourage that one individual be assigned to speak on behalf of that group. Comments may be limited to three (3) minutes by the Chairman in the interest of time. Additional comments may be submitted in writing. The purpose of this procedure is to allow members of the public to provide information to the Private Pumper Advisory Committee.

If you wish to receive an agenda by mail, you may submit self-addressed stamped envelopes to the Glenn County Department of Agriculture, 720 North Colusa Street, Willows, CA 95988. A complete agenda packet, including back-up information, is available for public inspection during normal work hours at 720 North Colusa Street, Willows, CA 95988.

After posting of this Meeting Agenda, the public may request copies of support information for public agenda items listed.

1. CALL TO ORDER
  2. INTRODUCTIONS
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### **3. UNSCHEDULED MATTERS**

Comments from the Committee and the Public on Unscheduled Matters (No action)

### **4. REGULAR AGENDA**

- a. Approval of January 9, 2017 minutes.
- b. SGMA Update- County staff will provide an update on County and regional SGMA planning and implementation efforts.
- c. Colusa Subbasin MOU
  - 1. Review the Colusa County area Draft MOU titled “Draft Memorandum of Understanding Defining Colusa Subbasin Groundwater Sustainability Interests Version 3- December 8, 2016” presented at the December 8, 2016 Glenn SGMA Working Group Meeting
  - 2. Prepare list of comments and recommendations for consideration by the Board of Supervisors, or Board Representative.
- d. Glenn County SGMA Principles
  - 1. Review DRAFT Glenn County SGMA Principles.
  - 2. Prepare list of comments and recommendations for consideration by the Board of Supervisors, or Board Representative.
- e. Suggestions for future agenda items.
  - 1. Outreach meetings

### **5. COMMUNICATION**

### **6. ADJOURNMENT**

In compliance with the Americans with Disabilities Act, The Private Pumper Advisory Committee will make available to persons with a disability disability-related modification or accommodations. Notification three days prior to the meeting will enable the Private Pumper Advisory Committee to make arrangements to provide reasonable accommodations. If requested, this document and other agenda materials can be made available in an alternative format for persons with a disability who are covered by the Americans with Disabilities Act. Contact Lisa Hunter, Water Resource Coordinator at: 530-934-6501.



**CERTIFICATION: Pursuant to Government Code § 54954.2 the agenda for this meeting was properly posted on or before 1:00 pm on January 20, 2016.**

**THE GLENN COUNTY PRIVATE PUMPER ADVISORY COMMITTEE**

**Glenn County Department of Agriculture, 720 North Colusa Street, Willows,  
CA 95988 TELEPHONE: 530-934-6501**

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**MINUTES**

**LOCATION: The Glenn County Farm Bureau, 831 5<sup>th</sup> Street, Orland,  
CA 95963 DATE: January 9, 2017  
TIME: 1:00 pm**

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**1. CALL TO ORDER**

Sharron Ellis, Private Pumper Chair, called the meeting to order at 1:08 PM and the Pledge of Allegiance was recited.

**2. INTRODUCTIONS**

Those in attendance introduced themselves as shown below.

	Private Pumper Advisory Committee Members Present <input checked="" type="checkbox"/> :	Others in Attendance:
<input checked="" type="checkbox"/>	Rick Beale	John Viegas, Glenn County Board of Supervisors
<input checked="" type="checkbox"/>	Sharron Ellis (Chair)	Lisa Hunter, Glenn County Department of Agriculture
<input checked="" type="checkbox"/>	Geoff Fulks	Sharla Stockton, Glenn County Department of Agriculture
<input checked="" type="checkbox"/>	Ben Kermen	Marcie Skelton, Glenn County Department of Agriculture
<input checked="" type="checkbox"/>	Larry Maben	George Pendell, Stony Creek
<input type="checkbox"/>	Richard Olney	Steve Brown, Private Pumper
<input checked="" type="checkbox"/>	Ronald Stilwell (Vice-Chair)	

**3. UNSCHEDULED MATTERS**

None

**4. REGULAR AGENDA**

**a. Approval of December 9, 2016 minutes.**

The meeting minutes from December 9, 2016 were approved as submitted.

Motion: Larry Maben, Second: Geoff Fulks, Approved: 6-0

**b. Flowmeter presentation by TechnoFlo representative Steve Huth.**

Steve Huth and John Golding provided a general overview on the type, cost,

maintenance, installation, and accuracy of the meters on the market. He also reviewed how each meter functions. The representative went over upcoming technology in metering and how current meters are being improved, such as the battery life of the Mag Meter. The types of meters he had on display were the Propeller, Mag, and Probe also mentioning the Ultrasonic meter. The representative went over pros and cons of various meter types. All meters require a full pipe for accurate measurement.

**Mag Meter:**

- No moving parts
- Low to almost no maintenance over long periods of time, approximately 8-9 seasons
- Calibration issues are little to none
- Installation in comparison to other meters is more intensive
- Data loggers associated with the mag meter are easily replaced

**Propeller Meter:**

- Has moving parts, that often have to be replaced every 2-3 seasons
- Higher probability of calibration issues if moving parts need to be replaced
- Can have a less intensive installation, in comparison to Mag Meter
- Typically requires length equal to 10 diameters of straight pipe before the propeller and 2 diameters after (example: 12 inch pipe would require 10 feet of pipe leading before the meter and 2 feet of pipe after) in order for it to work accurately. Straightening veins may be used to shorten the distance before the propeller.

**Probe Meters:**

- Has moving parts
- Easy installation, relative to other meters
- May not work well at low flow velocities

**c. Review DWR Water Transfer Flow Meter Specifications.**

In response to comments during the December meeting, Lisa Hunter mentioned that the flow meter specifications referenced in DWR's document for preparing water transfer proposals are included in the packet for informational purposes. These were received by Erin Smith, DWR representative.

**d. Discuss and adopt regular meeting times.**

The proposed meeting schedule was approved with the clarification to strike the November 27 and December 25 meeting, and add a meeting December 7, 2017.

Motion: Larry Maben, Second: Ben Kermen, Approved: 6-0

**e. Review the Colusa County area Draft MOU titled "Draft Memorandum of Understanding Defining Colusa Subbasin Groundwater Sustainability**

**Interests Version 3- December 8, 2016” presented at the December 8, 2016 Glenn SGMA Working Group Meeting.**  
This item was tabled until the next meeting.

**f. Suggestions for future agenda items.**

The following suggestions were made:

- Updated Glenn/Colusa MOU
- Standing agenda item on SGMA updates
- Private pumper input on well permitting
- Private pumper representation on governing board

**5. COMMUNICATION**

None discussed.

**6. ADJOURNMENT**

The meeting was adjourned at 3:33 PM.

**DRAFT**  
**Memorandum of Understanding**  
**Defining Colusa Subbasin Groundwater Sustainability Interests**  
**Version 3 – December 7, 2016**

This Memorandum of Understanding (MOU) is made and entered into by and among the (names of parties to be updated week of 12/13/16) which are referred to herein individually as a “Party” and collectively as “Parties,” for the purposes of potentially forming a joint powers agency to serve as the Groundwater Sustainability Agency in the Colusa County portion of the Colusa Subbasin in support of Senate Bills 1168, 1319 and 13, and Assembly Bill 1739, known collectively as the Sustainable Groundwater Management Act (the Act). This MOU shall hereinafter be known as the Colusa County Groundwater Sustainability Agency MOU.

**Recitals**

WHEREAS, on September 16, 2014 Governor Jerry Brown signed the Act into law; and

WHEREAS, the Act went into effect on January 1, 2015; and

WHEREAS, the Act was amended on January 1, 2016; and

WHEREAS, the Act seeks to provide sustainable management of groundwater basins, enhance local management of groundwater, establish minimum standards for sustainable groundwater management, and provide local groundwater agencies with the authority and the technical and available financial assistance necessary to sustainably manage groundwater; and

WHEREAS, section 10720.7 of the Act requires all basins designated as high-or-medium priority basins designated in Bulletin 118 be managed under a Groundwater Sustainability Plan or coordinated Groundwater Sustainability Plans pursuant to the Act; and

WHEREAS, the Colusa Subbasin within the Sacramento Valley Basin is a Bulletin 118 designated medium priority basin; and

WHEREAS, a local public agency is defined in Section 10721 of the Act as a having water supply, water management, or land use responsibilities within a groundwater basin; and

WHEREAS any local public agency is an eligible Groundwater Sustainability Agency; and

WHEREAS, each of the Parties to this MOU is a local public agency within or partially within the jurisdictional footprint of the County of Colusa; and

WHEREAS, groundwater extractors in the County portion of the Colusa Subbasin also include private individuals and corporations unaffiliated with local public agencies within or the County; and

WHEREAS, groundwater extractors in the County portion of the Colusa Subbasin also include Tribes and other Federal agencies; and

WHEREAS, The State of California is a Correlative Rights State, (any property over a groundwater basin has a equal right to the water in the basin based on their current and beneficial need for water) and:

WHEREAS, the parties acting through this MOU intend to maintain an open line of communication and to work cooperatively with local Tribes and other Federal agencies during SGMA planning and implementation: and

WHEREAS, the Parties, acting through this MOU intend to work cooperatively with other Groundwater Sustainability Agencies operating in the Colusa Subbasin to manage the subbasin in a sustainable manner pursuant to the requirements set forth in the Act; and

WHEREAS, any parties that have noticed themselves as independent Groundwater Sustainability Agencies plan to withdraw said notices and will agree to be part of a multi-agency Groundwater Sustainability Agency and eliminate all jurisdictional overlaps by June 30, 2017 (as per section 10723.8(c) of the Act),

WHEREAS pursuant to mutual execution of this MOU, the Parties intend to prepare a Joint Powers Agreement and create a Joint Powers Authority to serve as the multi-agency Groundwater Sustainability Agency for the County portion of the Colusa Subbasin;

WHEREAS upon future request and notification, the Parties will add other local public agencies as signatories to the intended joint powers agreement and members of the Groundwater Sustainability Agency;

NOW, THEREFORE, ~~in consideration of the promises, terms, conditions, and covenants contained herein,~~ the Parties hereby agree as follows.

#### **Section 1. Definitions**

As used in this MOU, unless context requires otherwise, the meanings of the terms set forth below shall be as follows:

1. "Act" refers to the Sustainable Groundwater Management Act.
2. "Agency" means the Colusa County Groundwater Sustainability Agency.
3. "Beneficial Use and Users" is defined in Section 10723.2 of the Act as holders of overlying groundwater rights, including: Agricultural users, Domestic well owners, Municipal well operators, Public water systems, Local land use planning agencies, Environmental users of groundwater, Surface water users, if there is a hydrologic connection between surface and groundwater bodies, the federal government, including, but not limited to, the military and managers of federal lands, California Native American tribes, Disadvantaged communities, including, but not limited to, those served by private domestic wells or small community water systems, Entities listed in Section 10927 of the Act that are monitoring and reporting groundwater elevations in all or a part of a groundwater basin managed by the groundwater sustainability agency.
4. "Committee" shall mean any committee established pursuant to this MOU
5. "County" shall mean the County of Colusa in its role as a local public agency (as defined in the Act) and as a governing jurisdiction.
6. "Effective Date" means the date on which the last Party executes this MOU.

- 7. "Fiscal Year" means July 1 through June 30.
- 8. "Governing Board" means the governing body of the Agency.
- 9. "Member's Governing Body" means the Board of Directors or other voting body that controls the individual local public agencies that are signatory to this MOU.
- 10. "Party" and "Parties" shall mean all organizations, individual and collective that are signatories to this MOU.
- 11. "Plan" refers to one or more Groundwater Sustainability Plans
- 12. "State" means the State of California
- 13. "Subbasin" means the Colusa Subbasin as defined in State of California Bulletin 118.

**Section 2. Purpose**

~~1-~~ 2.1 The purpose of this MOU is to define general and specific principles that reflect mutual understanding by the Parties about commitments and requirements associated with implementing the Act and creating a multi-party Joint Powers Authority Agency that will serve as the Agency.

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~~2-1~~ 2.2 This MOU also defines mutually understood tasks and associated potential costs of tasks that may be necessary as the Parties implement the Act through an multi-party Agency (as described in Section 6). ~~(TBD)~~

**Section 3. Term**

~~1-~~ 3.1 This MOU shall become effective upon execution by each of the Parties and shall continue in full force and effect until terminated pursuant to the provisions of a subsequent joint powers agreement ~~(JPA)~~ (as per California Government Code Section 6500).

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**Section 4. General Principles of Understanding**

~~1-~~ 4.1 A partnered approach should be fostered for groundwater management that: supports the Act; achieves sustainable conditions in the Subbasin; reflects mutual respect for each Party's discretion, governmental authority, expertise, knowledge of groundwater conditions, demands and concerns; and ensures ~~a balanced~~ representation of beneficial users.

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**Comment [dmc1]:** To be determined

~~2-~~ 4.2 Local control of groundwater must be ensured, locally controlled compliance with the Act must be ensured, and State intervention to implement the Act must be avoided.

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~~3-~~ 4.3 Implementation of the Act may be expensive and all beneficial users will need to contribute to implementation. Failure to implement the Act locally would result in State intervention and even more excessive costs and regulation.

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~~4-~~ 4.4 A partnered approach to groundwater management and implementation of the Act is in the best interest of beneficial users within the Agency boundaries because it will maximize efficiencies, keep costs at a minimum and capitalize on skills and strengths of various partners provided such partnership also creates and maintains collegial relationships and flexible implementation of the Act.

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~~5- 4.5~~ As allowed for in Section 10723.6 (5) of the Act, the Parties support formation of, and participation in, one (1), multi-agency GSA covering the portions of the Subbasin that lies within the County.

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~~6- 4.6~~ All beneficial users of groundwater will be required to cooperate with the Agency and abide by the guidelines put forth in the Plan(s) for the County and the Subbasin.

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~~7- 4.7~~ Being a Party to this MOU is not a condition to participate in Plan development. All beneficial users have an equal opportunity to participate in Plan development.

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~~8- 4.8~~ No Party's land use or other authority is limited by this MOU.

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~~9- 4.9~~ Sustainable groundwater conditions must support, preserve, and enhance the economic viability, ~~and~~ social well-being and culture of all beneficial uses and users including Tribal, domestic, municipal, agricultural, and industrial users.

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~~10- 4.10~~ Increased extractions threaten the groundwater resources of all well owners with smaller, shallow wells and such impacts must be avoided and/or mitigated.

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~~4.11-4.12~~ Aquifers within the basin can be threatened by unsustainable management of groundwater resources.

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~~11- 4.12~~ The economic property and natural resources ~~and cultural future of agriculture~~ in the County can be threatened by the lack of available groundwater and surface water resources and said threats must be avoided.

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~~12- 4.13~~ Threats to the natural resources of the County resulting from impacts to groundwater resources must be avoided.

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~~13- 4.14~~ All beneficial users must have an open, transparent, timely opportunity to be engaged with the Agency and provide their input on Plan development and implementation of the Act. Extensive outreach ~~shall is be~~ a priority of all Agency Parties to inform and update all beneficial users about SGMA implementation and potential impacts, and to ensure beneficial users are involved in the SGMA process where applicable.

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~~14- 4.15~~ Implementation and enforcement of the Plan should take place at the most local level possible and should allow each Party to approve its Plan chapter or section, and to preserve the Party's respective authority to manage the water resources available to their constituents or customers as long as said conditions are consistent with sustainability requirements of the Act and Plan.

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~~15- 4.16~~ All overlying landowners in the Colusa Subbasin have a right to share the Subbasin's natural recharge for beneficial use on their overlying land.

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~~16- 4.17~~ Act implementation is new for all County beneficial users and there are many unknowns. Willingness by all participants to adapt and adjust during Agency formation and Plan development and implementation is crucial to success.

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~~17.~~ ~~4.18~~ Achieving and maintaining groundwater sustainability for the good of all groundwater beneficial users in the County ~~and is should be~~ the Agency's first priority and main focus, especially in the early stages of Act implementation while all beneficial users work together and strive to alleviate any existing fear and distrust.

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### Section 5. Specific Principles of Understanding

#### 5.1 Governance and Implementation of the Act

~~1-~~ ~~5.1.1~~ The Agency will represent the common and unique interests of groundwater beneficial users located in the unmanaged areas of the County's portion of the Subbasin as per Section 10724 of the Act

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~~2-~~ ~~5.1.2~~ The Agency will implement the Act in a manner that optimizes the Act's beneficial opportunities to achieve sustainable groundwater conditions to support our vital agricultural economy, other industry, and domestic and public water uses.

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~~3-~~ ~~5.1.3~~ The Agency Board will reflect diverse representation of beneficial users and will include all local public agencies willing to serve, mutual water companies as invited by the conveners of the Agency, and private groundwater pumpers that are unaffiliated with any other organization and as appointed by the County.

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~~4-~~ ~~5.1.4~~ The Agency will pursue financial and infrastructure solutions and beneficial partnerships with other Parties to provide sustainable water supplies for all constituents.

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~~5-~~ ~~5.1.5~~ Local public agencies retain discretion to determine whether to be an individual Agency, and reserve the right to withdraw from the Joint Powers Authority if the Authority is failing to meet the requirements of sustainability defined in the GSP Plan or as determined by the Department of Water Resources or the State Water Resources Control Board. Newly formed agencies will also have the right to join the JPA Joint Powers Authority at a time after the initial formation of the Agency. ~~join in an Agency created by another party that to this MOU, or where a separate JPA is created, to have the JPA serve as the Agency for the local agency's area (and, if desired, to include the member on the JPA's governing board).~~

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~~6-~~ ~~5.1.6~~ Governance and implementation must avoid duplicative or conflicting governmental authorities. Each Party will have the right to approve the provisions of the Plan governing Act implementation within its own boundaries and to implement the Act within its boundaries. Subject to those limitations, each Party retains and preserves any police powers or other authority it has to regulate groundwater use within its boundaries so long as its actions are achieving sustainability consistent with the GSP.

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~~7-~~ ~~5.1.7~~ As parties implement the Act within their respective boundaries, they will coordinate efforts with any adjacent white areas.

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#### 5.2 Sustainability

~~1-~~ ~~5.2.1~~ Data collection and groundwater studies are essential to increase knowledge and to support groundwater management decisions. Funding and implementing such studies is a priority and a shared responsibility among all Agency Parties and Subbasin beneficial users.

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~~2-~~ 5.2.2 Groundwater impacts throughout the County and Subbasin are not equal. Conditions will vary by location and water year type. While all beneficial users will share the burden to achieve sustainability, solutions will need to reflect these differences.

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~~3-~~ 5.2.3 ~~Surface water supplies should be used conjunctively with groundwater.~~ All water users should be encouraged to utilize surface water to its full extent as available and feasible and groundwater ~~(attributable to leakage of surface water from canals and distribution and drainage systems, and the deep percolation of applied surface water for crop irrigation)~~ should be available ~~should be conserved~~ for use during dry periods when surface water is not readily available or affordable.

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5.2.4 ~~Surface water users will have access to use the recharge attributable to leakage of surface water from canals and distribution and drainage systems, and the deep percolation of applied surface water for crop irrigation~~

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~~4-~~ 5.2.5 All Parties recognize the interconnectedness of groundwater and surface water resources, and contributions to the system from surface water applications.

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~~2-~~ 5.2.6 All beneficial users, whether using surface water or groundwater in the basin, have an obligation to use water consistent with their respective rights, which may include an obligation to mitigate impacts on waterways, creeks, streams and rivers.

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~~6-~~ 5.2.7 Districts act on behalf of and represent all landowners within their service area to ensure collective compliance with the Act. ~~Districts will coordinate with their landowners on the use of the natural recharge of the Subbasin, while respecting groundwater law.~~

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~~7-~~ 5.2.8 ~~Districts recharge the groundwater basin with S~~ surface water recharges groundwater through leakage from canals and distribution and drainage systems and deep percolation of applied crop water. ~~If When outbacks reductions of to~~ surface water supplies occur occur to the extent that Districts must supplement their supplies with groundwater, Districts reserve the right to managesurface water users may access and use water attributable to such recharge. Studies will quantify the availability of such recharge, and provisions will be in place through the Plan, (such as targeted monitoring and mitigation programs) to ensure that future groundwater extractions are consistent with quantified recharge and the sustainable yield of the Subbasin .

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~~8-~~ Districts anticipate that groundwater use within their boundaries may be necessary to offset dedication of surface water to environmental requirements in reservoirs, rivers, or the Bay-Delta, which is a shared obligation of all groundwater users.

~~9-~~ 5.2.9 ~~Districts~~ Surface water users will use surface water and groundwater for in-basin transfers to meet local demands. , following transfers will also occur both in and outside of the groundwater subbasin, with transfer quantities based on avoided consumptive use.

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5.2.10 Surface water transfers will potentially serve as a tool to settle disputes over environmental obligations such as -dedication of surface water to environmental requirements in reservoirs, rivers, or the Bay-Delta or to mitigate impacts during drought periods which will include increased reliance on groundwater by surface water users. ~~Districts and~~ Agency members agree to

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coordinate and partner on actions that attempt to balance environmental solutions with groundwater sustainability.

Potential Projects and Costs

~~10. 5.3.1 Mary/Dave work on language related to Work Plan projects and associated costs~~

5.3 Agency Financing and Support

~~1- 5.3.1~~ Provisions are included for Party contributions of capital and operating funds, personnel, services, equipment or property to convening the Agency and Plan development.

~~2- 5.3.2~~ Recognizing that there will be costs for the development, implementation and administration of the Plan, the Parties must agree on governance that maximizes the potential for State funding, and to allocate the local share of these costs by one or more mutually agreeable and equitable formulas (to be determined)

5.4 Future Modifications to this Memorandum

5.4.1 Maximum flexibility will be provided to adapt to changes in Agency membership, funding, planning oversight, et cetera, as the parties build their relationships and mutual trust.

**Section 6. Potential Projects and Costs**

To be added week of 12/13/16 as per work between the County and Facilitation Consultant

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DRAFT

**Lisa Hunter**

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**From:** gpend@aol.com  
**Sent:** Tuesday, January 10, 2017 7:12 PM  
**To:** Lisa Hunter  
**Subject:** measurement

You may want to print this in the next ppac agenda

**10725.8. MEASUREMENT DEVICES AND REPORTING; INAPPLICABILITY OF SECTION TO DE MINIMIS EXTRACTORS**

- (a) A groundwater sustainability agency may require through its groundwater sustainability plan that the use of every groundwater extraction facility within the management area of the groundwater sustainability agency be measured by a water-measuring device satisfactory to the groundwater sustainability agency.
- (b) All costs associated with the purchase and installation of the water-measuring device shall be borne by the owner or operator of each groundwater extraction facility. The water measuring devices shall be installed by the groundwater sustainability agency or, at the groundwater sustainability agency's option, by the owner or operator of the groundwater extraction facility. Water-measuring devices shall be calibrated on a reasonable schedule as may be determined by the groundwater sustainability agency.
- (c) A groundwater sustainability agency may require, through its groundwater sustainability plan, that the owner or operator of a groundwater extraction facility within the groundwater sustainability agency file an annual statement with the groundwater sustainability agency setting forth the total extraction in acre-feet of groundwater from the facility during the previous water year.
- (d) In addition to the measurement of groundwater extractions pursuant to subdivision (a), a groundwater sustainability agency may use any other reasonable method to determine groundwater extraction.
- (e) This section does not apply to de minimis extractors.

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Total Control Panel

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