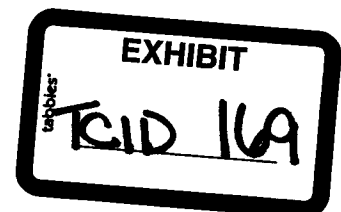


California Comments on 12/28/99 Draft TROA				
TROA Sec ⁽¹⁾	Comments	Comment Type ⁽²⁾	Topic or Keyword (opt)	Party
Art. 6	Implementation of the Interstate Allocation.	C		CA
Art. 8 & 9	Exchanges for instream flows and reservoir-based recreation.	C		CA
Art. 10	Safe Zones for Wells.	C		CA
Art. 12	When and under what conditions will specific TROA sections enter into effect and remain effective.	C		CA
Art. 14 (20)	Severability is linked to the open issues in Article 12.	C		CA
0	All notes referencing sections in TROA should be included in the list compiled by the TROA Completion Planning Committee.			CA
00.Def	The phrase "the term" could be removed from the beginning of each definition. Also, these definitions should be phrased similarly to other definitions in specific articles of TROA, e.g., Article 10.	E		CA
00.Def	"Minimum Release" should be a defined term in TROA given it's used in a number of sections to refer to the flows specified in Section 9.B; its purpose, to maintain instream flows for fish and other biological resources in California, should be included in the definition.	E		CA
00.Def	"Enhanced Minimum Release" should be a defined term in TROA given it's used in a number of sections to refer to the flows specified in Section 9.B; its purpose, to maintain instream flows for fish and other biological resources in California, should be included in the definition.	E		CA
00.Def	"Imported Water" should be a defined term in TROA (a definition may have already been proposed for this). This definition should exclude water currently exported out of the Truckee Basin, including water diverted to Sierra Valley, since different rules apply to eliminating an export of water versus importing water.	E		CA
00.Def. 011	The reference to Section 6.C.2 should be changed to Section 7.D.1	E		CA
00.Def. 027	The reference to Section 6.C.1(b) should be changed to Section ___ until an appropriate section is written.	E		CA
00.Def. 032	The term "Uncommitted Prosser Water" should be replaced with "Prosser Fish Water" here, but should otherwise be replaced with either Prosser Project Water, Prosser Reserved Water, and/or Prosser Fish Water wherever it otherwise occurs in TROA.	E		CA
00.Def. 060	The reference to Section 7.B.6 should be to Section 7.B.5.	E		CA



00.Def. 067	The term "Uncommitted Prosser Water" should be replaced with "Prosser Project Water" here, but should otherwise be replaced with either Prosser Project Water, Prosser Reserved Water, and/or Prosser Fish Water wherever it otherwise occurs in TROA. Other sections of TROA should be reviewed to ensure consistency in Prosser Project Water including, or not including, Tahoe Prosser Exchange Water. In any case, the term "Tahoe Exchange Water" in this definition, and throughout the TROA, should be replaced with "Tahoe-Prosser Exchange Water."	E		CA
00.Def. 071	The word "potion" should be "portion".	E		CA
00.Def. 081	For clarity, add "from a reservoir ..." to "Spill" means water discharged...."	E		CA
00.Def. 082	The phrase "pursuant to its California water right" should be replaced with "pursuant to California water rights." The remainder of the sentence seems to be extraneous and could be deleted here and in similar definitions, but, if not, "Project Water from Another Reservoir" should be replaced with "Project Water in Another Reservoir," the defined term.	E		CA
00.Def. 098	The term "Uncommitted Prosser Water" should be replaced with "Prosser Project Water" here, but should otherwise be replaced with either Prosser Project Water, Prosser Reserved Water, and/or Prosser Fish Water wherever it otherwise occurs in TROA.	E		CA
00.Def. 100	Different sections of TROA refer to: "acre-feet per year," "acre-feet per annum," or "acre-feet each year." Only one phrase should be used consistently for which this definition may apply.	E		CA
01.A.1	For clarity, replace "providing for THE operation..." with "providing for operation ..."	E		CA
01.B.1.g	The second word "Release" should not be capitalized.	E		CA
01.C.4	A term, probably "Farad Gage," is missing after "result in flows at the ..." in the middle of the sentence that makes up this section. Also, the phrase "the Signatory Parties shall agree that" could be deleted since that's automatically assumed.	E		CA
01.E	It may be appropriate to add a comma after "July 1, 1999" and another after "waste water treatment facilities."	E		CA
01.F.2.b	It would be appropriate to have persons notify "the Administrator and the Signatory Parties" rather than just "the Signatory Parties" as stated in the second sentence.	E		CA
01.G	In the title to this section, replace "expand ON abrogate" with expand OR abrogate."	E		CA
02.C.2.g	In the second to the last sentence, after "shall make the distribution," add the phrase "consistent with the one-third per decade limitation"	A		CA
03.B.1	Replace "daily, monthly and annual reports" with "daily, monthly, annual and 10-year reports."	E		CA
03.B.1.a	Who the "parties" are in the first sentence is not defined.	E		CA

03.B.1.d	Add a section stating that two 10-year reports shall be prepared pursuant to Section 6.E.2 and 13.B of this agreement and shall be available by some date (we suggest June 15) following the end of the 10-year period.	E		CA
03.C.2	It's possible to "correct for" anomalies but not to "eliminate" them, as specified in the first sentence.	E		CA
03.C.3	Unless the objective is to allow access to real-time data, which is not what the title of this section implies, it seems more appropriate to make monitoring data available "as computer-based data files" rather than "on an electronic basis."	E		CA
05.A.1	In the second sentence, replace "the following table shows" with "Table 5.A.1 shows."	E		CA
05.A.1.a	If the term "operations" is used as defined, it should be in bold.	E		CA
05.A.1.c	There may be a clearer way to state the phrase "shall include ONLY ALL Lake Tahoe Floriston Rate Water."	E		CA
05.A.1.d	"Additional" should be in Bold when modifying "California Environmental Credit Water." Also, the calculation in this section is unclear from the wording. Also, to make this sentence easier to understand, we suggest a table be used to list out the different types of water under each of the two caveats.	E		CA
05.A.3.c	In the first paragraph, the phrase "of its power plants, or any of them" would read better if it was replaced with "of one or more of its power plants." The term "the rate of flow then in force at Farad Gage" seems archaic. In the second paragraph, there may be a clearer way to phrase "prior to October 1 next preceeding such Release." In the last sentence, the term "must" should be replaced with "shall."	E		CA
05.A.4.d	The introductory phrase "subject to the provisions of Section 1.A" doesn't seem to apply here, since Section 1.A is a generic statement about requirements of the Settlement Act and other laws.	E		CA
05.A.5.a	The phrase "the provisions of Section 9.D.7 notwithstanding" may no longer be appropriate given the proposed resolution of the Fork-in-the-Road issue. Also, the statement "the Administrator shall propose Releases from a reservoir of Boca Storage Water and Floriston Rate Water from Lake Tahoe" is unclear.	E		CA
05.A.5.b	The term "filling" in the title seems archaic. Also, the term instead of "Boca Storage" is used in the title while the term "Boca Storage Water" is used in the text of this section.	E		CA
05.B.2	The text in this section does not appear to bear any relation to the title of this section.	E		CA
05.B.3.a	This section should be made consistent with similar sections of TROA, e.g., Section 5.B.4, by adding the phrase "and this Agreement" to "in accordance with its water right."	E		CA
05.B.4.a	The introductory TROA note states that "California contends that 'adverse to all other Truckee River water rights' is too broad." We have replacement language.	A		CA

05.B.4.a	The second paragraph may preclude the exchange and release of water with a non-signatory party for instream flows as agreed to and written in Section 9.B.3(e).	E		CA
05.B.4.b.1	If TCID does not agree to sign TROA, can this section bind them to an allocation of Donner Lake POSW? Perhaps this section should be made subject to all parties owning Donner Lake storage signing or agreeing to abide by TROA.	E		CA
05.B.6.a.2	A listed purpose for the category of Prosser Reserved Water is instream flows, although no such a purpose is identified for other categories of water. Also, the note should refer to the "end of the SECOND sentence" rather than the "end of the FIRST sentence."	E		CA
05.B.6.b.6.B	The reference to "the quantity allowed by (D) below" should be replaced with the proper reference.	E		CA
05.B.6.b.8-10	If the Administrator changes the estimate of the required amount of Prosser Reserved Water so that it exceeds the amount of Prosser Reserved Water in storage, any shortfall should be made up with Prosser Fish Water remaining in storage. This was in a prior draft of Section 5.B.6 and is consistent with current operations.	A		CA
05.B.6.b.8	The estimate should specify maintenance of "minimum and enhanced minimum releases" instead of simply referencing these as "minimum releases." The phrase "by April 15" should be changed to "on or about April 15." The last sentence is unclear and should be clarified, but, in any case, appears to be unnecessary since any appropriate reduction of the Administrator estimate should not result in any change to later operations.	E		CA
05.B.6.b.9	The last phrase "shall be designated as Project Project Water" should be replaced with "should be designated as Prosser Fish Water."	E		CA
05.B.6.b.10	Joint Program Fish Credit Water should not be included in this obligation of Fish Credit Water. This is part of the more general consideration of how Joint Program Fish Credit Water should share in the benefits and burdens of Fish Credit Water (see the California Comment on Section 6.C.6)	S		CA
05.B.6.c	The last phrase "or such lesser amount that is in accordance with applicable flood control criteria" should be replaced with "or the maximum storage required by applicable flood control criteria" to avoid the implication that Prosser could be held at ANY lesser amount which meets flood control criteria.	E		CA
05.B.6.d.3	In regard to Cal-DFG allowing storage in Prosser Creek Reservoir to fall below 5,000 AF, add to the phrase "or such lesser amount as may be specified by Cal-DFG," "if Cal-DFG determines that the minimum pool in any one year would result in an overriding resource loss elsewhere."	S		CA

05.B.6.d.6	With the objective of maintaining the 5,000 AF minimum pool in Prosser Creek Reservoir, this section provides that Fish Water and Fish Credit Water shall be exchanged with Power Company Emergency Drought Supply "to the extent that it is immediately available." It is unclear what the word "immediately" implies. Is this word, or even this "to the extent" caveat, necessary?	E		CA
05.B.6.d.6.i	The phrase "Fish Water or Fish Credit Water" should be replaced with "Fish Water AND Fish Credit Water"	E		CA
05.B.6.d.6.ii	In regard to Cal-DFG allowing storage in Prosser Creek Reservoir to fall below 5,000 AF, replace the phrase "if Cal-DFG determines that it is not necessary to maintain the minimum fish pool" with "if Cal-DFG determines that the minimum pool in any one year would result in an overriding resource loss elsewhere."	S		CA
05.B.6.f.2	In regard to the exchange of "make-up" water into Prosser Creek Reservoir, the U.S. and California are discussing: 1) does the responsibility to exchange "make-up" water continue past June 1, 2) is the make-up water included or supplemental to the 19,000 reservoir storage target in Section 6.B.6(d)(1), and 3) which party will be responsible for scheduling exchanges of the "make-up" water?	S		CA
05.B.7.a	A change similar to that in Section 5.B.4(a) should be made here, since the phrase 'adverse to all other Truckee River water rights' is too broad." We have replacement language.	A		CA
05.B.7.f.1-7	The pronoun "they", which begins each subsection, is ambiguous. Also, the last sentence in the last paragraph is not a complete sentence.	E		CA
05.B.7.f.3	Fish Water is not mentioned as being subject to an exchange (to benefit LCT in Independence Lake) in this subsection of Section 5.B.7(f), although (f) references Fish Water in this regard. In reviewing some 1997 correspondence with Chet, it appears the intent is that up to 3,000 AF of Joint Program Fish Credit Water and Fish Credit Water are subject to exchange, in equal amounts to the extent both are available, after which, if no remaining water of either category was available, then Fish Water is subject to exchange.	A (10-97)		CA
05.B.8.a	The last phrase "and may be used for Exchanges as otherwise..." should be made into a separate sentence so it's not confused with "(iii) releases to provide Pyramid Lake Fish Flows." This is as written in the previous Section 5.B.6.a.3.	E		CA
05.B.9.a	The phrase in the first sentence "in priority and adverse to Claim No. 3 of the Orr Ditch Decree" is unclear, as is the later phrase "impounded during such period and then in said reservoir."	E		CA
05.B.9.c	The meaning of the term "filling", in regard to Power Company's Boca Storage, seems archaic.	E		CA

05.C	It would be clearer to begin this section with "Spill FROM A RESERVOIR shall be accounted for ..."	E		CA
05.C.1.k	This section does not reflect the recent division of "Uncommitted Prosser Water" into "Prosser Fish Water" and "Prosser Reserved Water." The exchange Subgroup suggested an appropriate replacement, which is listed under the old Section 5.C.1(i) in the 12-99 Draft TROA at the end of Section 5.B.6.	A		CA
05.D.1	The term "and" should not be in bold.	E		CA
05.D.3	It may be appropriate to include a "proportional loss determination" for water other than PWSW in Donner Lake, similar to that in Section 5.D.2.	E		CA
05.D.5	There should be a comma after Tahoe-Prosser Exchange Water. Also, it seems inappropriate to allocate evaporation and other losses to "dead and inactive storage", similar to storage accounts, here and in Section 5.D.7	E		CA
06.B.2	We have sent a copy of this section to counsel for the Sierra Valley Water Company for review and are awaiting any comments they may have.			CA
06.B.2	This section has no title.	E		CA
06.B.2.c	In the last sentence, replace "Table 1" with "Table 6-1."	E		CA
06.B.2.d	In the first sentence, for clarity, replace "will establish a projection" with "will make a projection."	E		CA
06.C	The first sentence in Section 6.C refers to Sections 6.C.1 through 6.C.6 but not Section 6.C.7 & 6.C.8, which appears to be an oversight since these two sections were added after that the introductory section 6.C was drafted. Also, in the title, "204(C)" should be a lower case "c" since it refers to the Settlement Act. Also, (ii) in the last sentence should read "when the water is exchanged OR traded" rather than "exchanged OF traded." Also, clarify the last sentence to avoid the implication that it only applies to Joint Program Fish Credit Water, e.g., so it reads "No addition charge to the California allocation shall be made: (i) when water DIVERTED UNDER SUCH ALLOCATION is subsequently released"	E		CA
06.C.1.a	This section begins and ends with a "subject to" clause, which is confusing.	E		CA
06.C.1.b	The 7-99 draft of Article 6 included California's proposed addition: "Any scheduled Release of Stored Water shall also be available for direct diversion in accordance with Section 8.____, provided a compensating in-lieu Release of California M&I Credit Water is made that provides water to the same delivery point in the same quantity, flow rate and timing as designated by the scheduled Release or unless otherwise agreed to by the party scheduling the Release." While referenced in the definitions and Article 8, this language does not appear in the 12-99 draft. In addition, other parties had suggested that this concept be moved to Article 7 and applied to any party who wants to utilize an upstream release.	A		CA

06.C.1.d	The 25% limitation on California storage is in this and several other sections, including Sections 6.C.2, 3, and 4. It would be clearer to replace these with only one such caveat.	E		CA
06.C.2.a	The comma after "for that purpose" in the first sentence should be deleted.	E		CA
06.C.2.d	The reference to ARTICLE 5.A should be replaced with a reference to SECTION 5.A. Also, "by exercising ChangING Diversion Rights" should be replaced with "by exercising ChangED Diversion Rights."	E		CA
06.C.2.d.ii	To avoid the implication that a comparison is being made to California's entire Truckee River diversion, change this sentence to read "The Release of Floriston Rate Water from Lake Tahoe could physically have been increased to offset THE PORTION OF California's Truckee River direct diversion PROPOSED FOR STORAGE UNDER THIS SECTION had it been exercised."	E		CA
06.C.2.f.2.iii	The reference to Section 8.I should be changed to Section 8.J.	E		CA
06.C.2.f.3	This section should be replaced with "The maximum amount of water that may be traded at any ONE time under Section 6.C.2(g) shall not exceed 3,000 acre feet less the COMBINED amount of California M&I Credit Water and California Environmental Credit Water in Truckee River Reservoirs other than Lake Tahoe after any exchanges pursuant to Section 6.C.2(f)(2)."	E		CA
06.C.2.g	The word "executed" in the second to the last sentence should be changed to "execute".	E		CA
06.C.3.a	The items in the list in the second to the last sentence "the following diversions to storage ..." are not consistently phrased. Also, a better term may exist for "treated distribution storage" which was intended to cover water in water distribution systems.	E		CA
06.C.4.a	The title should read "Underground STORAGE of Surface Water."	E		CA
06.C.5 & 5.a	The first title should be labeled Section 6.C.5 and the second labeled Section 6.C.5(a).	E		CA
06.C.5.a.1	Replace "appropriative water rightS permits" with "appropriative water right permits."	E		CA
06.C.5.a.2.ii	In the third sentence, replace "up to 20 acre feet of the reservation" with "up to 20 acre feet PER YEAR of the reservation."	E		CA
06.C.6.b.1.ii	Add the word "to" before the colon and after "licensee."	E		CA
06.C.6	The first sentence should reference Section 7.G.2(c) as well as Sections 7.C.1 and 7.C.2. This would allow Joint Program Fish Credit Water to be created from an accumulation of Fish Credit Water resulting from the conversion of Newlands Project Credit Water which was created below Floriston Rates. This change also applies to Section 6.C.6(a). This is part of the more general consideration of how Joint Program Fish Credit Water should share in the benefits and burdens of Fish Credit Water (see other comment on Section 6.C.6).	A		CA

06.C.6	Eliminate the sentence: "Except for being managed by California, Joint Program Fish Credit Water shall have all the attributes of Fish Credit Water, and shall be accounted for in the same manner as Fish Credit Water, and shall share proportionately the benefits and burdens of Fish Credit Water." Instead, specify the benefits and obligations of Joint Program Fish Credit Water versus Fish Credit Water in each section of TROA where Fish Credit Water is mentioned. The Tribe and California are putting together a proposal for these benefits and obligations.	S		CA
06.C.6.c	Add "for execution by the Administrator as part of scheduling pursuant to Article 11" at the end of the first sentence.	E		CA
06.C.7.c.1	The reference to Section 6.C.2(a) in this section should be to Section 6.C.2(b).	E		CA
06.C.7.c.1	The phrase "California M&I Credit Water" should be replaced with "California M&I Credit Water and California Environmental Credit Water," and another sentence should be added that: "Any such water stored by California in excess of 3,000 acre-feet may be stored as Additional California Environmental Credit Water or Other Credit Water." This is consistent with Section 7.D.1 through 7.D.3.	A (7-99)		CA
06.C.8	This section should state: "California may store Imported Water in Truckee River Reservoirs as Additional California Environmental Credit Water and Other Credit Water. California may also store Imported Water in new facilities in addition to any water stored pursuant to Section 6.C.3. Storage of such transferred water shall not be subject to the limitations of Section 6.C.3 or limit in any way the water which may be stored pursuant to Section 6.C.3."	S		CA
06.D.5	Replace "water is diverted BY a distribution system ..." with "water is diverted INTO a distribution system ..."	E		CA
06.D.6.4	The phrase "where the snow was diverted" should be replaced with "where the water was diverted"	E		CA
06.E.1.e	In the second sentence in the first paragraph, replace "in excess of the 225 acre feet as specified" with "in excess of the 225 acre feet USED IN CALIFORNIA EACH YEAR as specified" Also, in the last sentence in the first paragraph, replace "Sixteen percent of the water which is diverted directly ..." with "The water which is diverted directly ..." This last change should only be done in coordination with related changes to subsections 1, 2, and 3 of this section.	E		CA
06.E.1.e.1	Replace "water which is diverted ..." with "Sixteen percent of the water which is diverted ..."	E		CA
06.E.1.e.2	Replace "water which is diverted ..." with "Sixteen percent of the water which is diverted ..."	E		CA

06.E.1.e.3	In the first sentence, replace "except for 100 acre feet for the Apline Meadows ski area and 20 acre feet for the Northstar ski area" with "except for 100 acre feet PER YEAR for the Apline Meadows ski area and 20 acre feet PER YEAR for the Northstar ski area." In the second sentence, replace "water which is diverted ..." with "Sixteen percent of the water which is diverted ..."	E		CA
06.E.2	Janet's proposed formatting change (1-00) is acceptable with: 1) Section 6.E.2(b) clearly stating that this shall be the sole and exclusive means of determining compliance with the 17,600 acre feet per year depletion limitation, 2) referencing the procedure for Adjustment of Depletion Equation Constants as part of the depletion calculation in Section 6.E.2(b), 3) replacing two occurrences of "will" with "shall" in sentences beginning with "For the purposes of this computation, ..." (a half page after the Depletion Equation), and 4) separating the two depletion parameters on the first line of the Depletion Equation onto different lines.	E		CA
06.E.2.f	Insert "in the year" before "2010."	E		CA
06.E.2.g.3	The word "request" in the third sentence should not be capitalized.	E		CA
07.A.3	In the first sentence, the term "Signatory Parties" seems to include: 1) those who initially sign the agreement and 2) those who later agree to abide by TROA (including persons designated by California to store California M&I Credit Water as specified in Section 6.C.2(a)). For clarity, use the term "Signatory Parties" only for those who initially sign the agreement, and capture others in the text. Also, eliminate the reference to Section 7.H.5, since this section has been replaced by Section 9.B.3(e) which does not require an exception. Also, replace "formed by THE dam" with "formed by A dam." Also, for consistency, replace the term "contract" in the last sentence with the term "agreement."	E		CA
07.A.3	TROA should specify a process by which the signatory parties are told of others who later agree to abide by TROA.	S		
07.A.4	The title to this section has been deleted. We suggest relabeling Section 7.A.4(a) as Section 7.A.4, relabeling Section 7.A.4(b) as Section 7.A.4(a), etc.	E		CA
07.A.4.a	The phrase "inconsistent with" should be replaced with "consistent with."	E		CA
07.A.5.a	Add a part (iii) to this section, stating that water the consumptive use portion of water currently exported out of the Truckee River Basin (to Sierra Valley in particular) is 100%.	A (7-99)		CA
07.A.5.a.i	Insert a comma between "in Nevada" and "such portion shall be determined."	E		CA

07.A.5.b	Note - this comment now appears to be inconsistent with the proposed resolution of the Fork in the Road issue (as discussed on 1-31-00), which California agreed to consider; hence, this comment is pending analysis of that resolution --- This section should state that, when California is releasing Joint Program Fish Credit Water to meet objectives in the California Guidelines, California can preclude reduction of that release using Credit Water established with Changed Diversion Rights. This was implied in the initial discussions giving California the ability to manage Joint Program Fish Credit Water.	S		CA
07.A.5.b.2	In Gordon's 1-25-00 TROA draft of the Fork in the Road Issue, shouldn't parties be allowed to accumulate Credit Water in Tahoe and Donner, in addition to Prosser, Stampede and Boca? This is an initial comment on Gordon's draft; others may follow after a more thorough review.	S		CA
07.A.5.b.iii	As in Gordon's 1-25-00 TROA draft of the Fork in the Road Issue, add "California Environmental Credit Water and Additional California Environmental Credit Water created with water rights having an original place of use in Nevada" to Fernley Town Credit Water and Water Quality Credit Water as able to be established by simultaneously retaining and converting Fish Water and Fish Credit Water that is scheduled to be Released.	A (1-11-00 & 9-15-99)		CA
07.A.6	There's an extraneous "determines that" in the second sentence, which should probably be preceded by "the Administrator."	E		CA
07.A.7.a	Since the limitation was for downstream changed diversion rights and CECW can be created from both downstream and upstream rights, replace the term "California Environmental Credit Water" with "California Environmental Credit Water created using changed diversion rights with an original place of use in Nevada."	A		CA
07.A.7.b	This section does not include the word "concurrently" as does Section 7.A.7(a). Also, since California M&I Credit Water cannot be created from Nevada changed diversion rights, such Credit Water should not be mentioned in this section.	A		CA
07.A.7.e	The word "Town" should be added to Fernley Credit Water	E		CA
07.A.7.f	In the first sentence, replace "operation considerations" with "operational considerations."	E		CA
07.A.9	The term "Fist Water" should be "Fish Water."	E		CA
07.A.9.b, c, d, & e	Further discussion of these sections are warranted for California to determine what obligations it may incur for hydropower compensation.	S		CA
07.A.9.c, d, & e	The concept of "establishing California Environmental Credit Water to the extent of water stored as California M&I Credit Water," or to the extent it is stored as Other Credit Water, has been made moot by creating a category of Additional California Environmental Credit Water.	E		CA

07.B.1	The phrase "to the extent of available storage space" would read better as "to the extent storage space is available."	E		CA
07.B.2	This section lacks a title.	E		CA
07.B.3	The introductory phrase to the list "when the following exist" is better stated as "when all the following conditions exist."	E		CA
07.B.4	This section lacks a title.	E		CA
07.C.2	There is an extraneous "i.e." in this section, which is followed by "however," which is also extraneous.	E		CA
07.C.5	The last phrase "and may be used for Exchanges as otherwise..." should be made into a separate sentence so it's not confused with "(iii) releases to provide Pyramid Lake Fish Flows." This is as written in the previous Section 5.B.6.a.3.	E		CA
07.D.1	Combine (ii) and (iii) continuing to allow storage of changed California diversion rights as: 1) an exchange with storage in Lake Tahoe, and 2) direct diversion to storage in a reservoir.	E		CA
07.D.1	Change the reference in (iii) from 7.A.4 to 7.A.5.	E		CA
07.D.2	Change the reference in (iii) from 7.A.4 to 7.A.5.	E		CA
07.D.3	Change the reference in (i) from 7.A.4 to 7.A.5. Also, change the word "ore" to "or."	E		CA
07.D.4	This section is duplicative in each of the two sentences is identical to the last sentence in the prior two sections.	E		
07.D.5.ii.D	Replace "reservoirs that avoid" with "reservoirs that WOULD avoid."	E		CA
07.D.7	Eliminate "instream" from (a) and (b) and add "restoring" to "(ii) maintaining or enhancing riparian vegetation along the Truckee River or its Tributaries" from uses of California Environmental Credit Water and Additional California Environmental Credit Water. We have replacement language.	A (1-11-00)		CA
07.D.9	The term "water rights" should not be capitalized in this context.	E		CA
07.E.1	Replace the last phrase with "accumulate WATER FROM Changed Diversion Rights."	E		CA
07.F.3	The reference to "this Section 7.F.4" should be changed to "this Section 7.F.3."	E		CA
07.G.1	For clarification, end the sentence with "Article 8" and replace the remaining words with a new sentence "in addition, Newlands Project Credit water shall not interfere with mandatory exchanges under Article 9." This is consistent with the wording in Section 7.H.1.	E		CA
07.G.2.c	Replace "when SAID is at or below" with "when IT is at or below"	E		CA
07.H.4	The phrase "except as provided in Section 7.H.5" is no longer applicable.	E		CA
07.H.5	Delete this section which has been replaced by Section 9.B.3(e).	E		CA
8	The title may not be representative of recent changes to this Article.	E		CA
08.A	Change the first sentence to read "This Agreement provides for Operations involving six PRIMARY reservoirs and numerous categories of water" since TROA does specify some criteria for new reservoirs, e.g. Section 6.C.3.	E		CA

08.A.2.f	The reference to Section 6.C.1(b) should be changed to Section ____ until an applicable section is written. Also, it may be clearer to replace "in the stream" with "in the tributary stream" under (5).	E		CA
08.A.2.m	The definition of the term "trade" has diverged too far from its common meaning.	E		CA
08.D	Is this section necessary, given the protections in Sections 1.C.1 and 1.C.2? If so it should be limited to project water in its own reservoir, the reference to Section 6.C.2(d)(1) should be changed to Section 6.C.2(d), and all other pertinent exceptions should be identified (a daunting task).	E		CA
08.E.2	It would be more appropriate to label these as "Priorities for Credit Water Operations" rather than "Rules for Credit Water Operations."	E		CA
08.E.2.h	The first sentence in the second paragraph would be easier to read if "other than Fish Credit Water" was set off with commas.	E		CA
08.E.2.a	The reference to Section 8.A seems extraneous.	E		CA
08.F	The first sentence should begin with "this." Also, the phrases "on the one hand" and "on the other hand" are extraneous.	E		CA
08.F.2	For clarity and to make the wording consistent with other sections, e.g. Section 8.G; begin the first sentence with "when there is a conflict between scheduled M&I Credit Water and Fish Credit Water Operations" Also, the reference to Section 8.E.2(b) seems inappropriate here and should be deleted.	E		CA
08.F.4	The reference to 8.F.6 should be replaced with "This Section 8.F.4."	E		CA
08.F.5	Insert "Lake" after "Tahoe" in the title.	E		CA
08.J & K	Make the titles of these two sections consistent, one begins "exchanges BY in-lieu release" while the other begins "exchanges in lieu OF release ..."	E		CA
08.J & K	Note - this comment now appears to be inconsistent with the proposed resolution of the Fork in the Road issue (as discussed on 1-31-00), which California agreed to consider; hence, this comment is pending analysis of that resolution --- Add words to the effect that: "when California is releasing Joint Program Fish Credit Water to meet objectives in the California Guidelines, California can preclude an in-lieu release or any withholding of this water in an upstream reservoir which impairs these objectives. This idea was generally agreed to at the TROA Exchange Subgroup meeting on 10-1-99.	S		CA
8.L	The title of this section should be "MANDATORY trades which do not require approval." The reference to Section 6.C.2(e) should be changed to Section 6.C.2(f) & (g)	E		CA

8.L	A simple statement that mandatory trades are available in the same order of priority as set forth in Section 8.E is inappropriate when considered in the context of the specific trades listed in this section. The objective of several of these trades is to maintain water in a certain reservoir, e.g., maintaining Independence Lake for LCT as specified in Section 5.B.7(f). For these, it may be appropriate to add a caveat that the higher priority water being exchanged into the reservoir shall offer the same conditions for a later mandatory trade if this water would be discharged from the reservoir later. In regard to the mandatory trade of California M&I Water out of Lake Tahoe, California would like to discuss which other mandatory trades have a higher priority, and the conditions for such trades, to ensure California has ample opportunity to exchange its M&I Credit Water out of Lake Tahoe as originally discussed in the context of Sections 6.C.2(f) & (g).	S		CA
08.N.2	In the second to the last sentence, add "and consistent with the California Guidelines."	S		CA
08.N.3	Insert "Lake" after "Independence" in the title. Also, the section should begin "except as provided in Section 8.N.4 AND SECTION 9.B.3(e).	E		CA
08.N.4	Insert "Lake" after "Independence" in the title. Also, in the last sentence, the phrase "and stored" should be replaced with "which are stored ..."	E		CA
08.O	The term "Uncommitted Prosser Creek Water" should be deleted, since: 1) it now includes Prosser Fish Water and Prosser Reserved Water, 2) Prosser Fish Water is already included under the specified "Fish Water" category, and 3) the U.S./Tribe does not control releases of Prosser Reserved Water.	S+C29		CA
08.P	About half way down the paragraph, replace "Fish Credit Water (THE "Reserved Fish Credit Water") in the amount equal to ..." with ""Fish Credit Water ("Reserved Fish Credit Water") in AN amount equal to"	E		CA
09.A.2	It should be made clear that the "current forecast" is: 1) the "most probable forecast", 2) "inclusive" of all days the months of April through July, and 3) includes an estimate (rather than the literal use of the term forecast) of actual flow between April 1 and the date the forecast is made. Also, "Truckee River Reservoir" should be "Truckee River ReservoirS."	A		CA
09.A.2.b	The phrase "of each year" is extraneous and could be deleted in both sentences..	E		CA
09.A.2.c	The phrase "of each year" is extraneous and could be deleted in the first sentence. Also, to be consistent with the terminology in Section 9.A.2(b), replace "as was recorded for September 30 of the same ..." with "as was determined for the immediately previous September 30 ..."	E		CA
09.A.3	For clarity, add "as specified in Section 9.A.2" to the end of the first sentence. To avoid the implication that the Administrator must include extraneous information, refer to "the season, rather than "this information" in the second sentence.	E		CA

09.B	Delete "maintenance of" from the title of this section.	E		CA
09.B.1.d	A couple words appear to be missing in this sentence. One possible correction is to replace "that release PROPORTIONATELY to the amount of each category's water in storage" with "that release IN PROPORTION to the amount each category's water in storage"	E		CA
09.B.1.e	To avoid the implication that enhanced minimum releases aren't required from Prosser until changes are made to the outlet works, replace "or WHEN the physical characteristics of the facility limit the release capability" with "or IN EXCESS OF the physical characteristics of the facility WHICH limit the release capability"	E		CA
09.B.1.f	Replace "Section 9.B" with "this Section 9.B." Also, it would be clearer to set off the expression "and in accordance with the criteria in Section 9.C" with commas.	E		CA
09.B.1.h	Add an affirmative statement requiring minimum releases to be made, e.g., "The Administrator shall release natural flow or Project Water as available to meet the minimum releases specified in this Section 9.B.	A		CA
09.B.2.b	In the last sentence, replace the reference to Section 6.B.6 with the more specific reference to Section 6.B.6(b).	E		CA
09.B.3.a	End the last sentence with "made to satisfy THE minimum release."	E		CA
09.B.3.b	Include the full title for the 1943 Indenture	E		CA
09.B.3.c	For clarity, replace each occurrence of the word "Exchange" with "Trade" and delete (ii). Also in the last paragraph, replace "water will remain its POSW" with "water will remain AS POSW."	E		CA
09.B.3.c	Item (vi) provides that this trade shall not result in increased storage fees to Power Company; we request a complementary section which provides that this trade shall not result in increased storage fees to others who use this storage in Donner Lake as a result of the trade.	S		CA
09.B.3.e	The USFWS distributed an alternative version of this section at the 1-10-00 meeting. It differs from the 12-28-99 version in that: 1) the purpose is to maintain "enhanced minimum releases" rather than "instream releases" (up to preferred flows), 2) it precludes using the exchange of California Environmental Credit Water and Additional California Environmental Credit Water for the exchange, and 3) it limits the exchange to trades excluding its execution as an in-lieu release. California and the USFWS should meet to discuss these differences.	S		CA
09.B.3.e	In the 12-28-99 version, under "iv", replace "in-lieu-or releases" with "in-lieu-OF releases."	E		CA
09.B.4	There's an extraneous "ii" before Martis Creek Reservoir.	E		CA
09.B.5.b	The word "sufficient" before the first occurrence of Uncommitted Prosser Water is extraneous.	E		CA

09.B.5.c	It should be made clear that the 300 AF for ice control is a "per year" charge and also that it is in addition to the minimum and enhanced minimum releases.	E		CA
09.B.6	After the table, replace the phrase "during Normal Season" with during A Normal Season."	E		CA
09.B.6.d	If appropriate, insert the section number, 9.B.6(d) after the phrase "this section" in both sentences.	E		CA
09.B.9	There should be a cap on the amount of water used to keep the flumes wet.	S		CA
09.B.10	The note prefacing this section should state that this section is under evaluation by California DFG pending their review of the USFWS LCT Recovery Plan.	S		CA
09.B.10	This section is difficult to understand because it is wordy has several complex rules. Perhaps listing these rules in a table would improve clarity. In any case, Jeff Boyer should review these rules to ensure they are not inconsistent and can be implemented.	E		CA
09.C	It should be made clear that this section only applies to Section 9.B. Also, the tables are formatted inconsistently and include blanks where asterisks were in prior drafts.	E		CA
09.C.5	This section should be deleted since the 8,640 minimum pool for Prosser Reservoir is no longer applicable, and the limitation for a different (5,000 AF) minimum pool is specified in Section 9.B.5(b). Alternatively, the last two (relevant) sentences in Section 9.B.5(b) could be moved into this section.	E		CA
09.D	Mention the California Guidelines in the title of this section.	E		CA
09.D.1 & 9.D.1.a	Eliminate "instream" and add "restoring, maintaining and enhancing riparian vegetation" to the objectives of the California Guidelines. We have replacement language.	A (1-11-00)		CA
09.D.1.a.2	Specify "(for recreation or resident fish)" as the purpose for the "reservoir storage targets."	E		CA
09.D.1.b	The second sentence can be deleted if "and each scheduling party" is added behind "to the Administrator" in the first sentence. Also, the phrase "pursuant to Section ___" should be added behind "(1) comments and recommendations."	E		CA
09.D.3	Since the Guidelines will include recreation storage targets as well as priorities for them, replace the last phrase with "... opportunities to maintain the recreation-based reservoir storage objectives specified in the California Guidelines, deleting "in reservoirs following the priorities."	E		CA
09.D.6	In the fourth or fifth line in the first sentence, "A scheduling of a release ..." would read better as simply "scheduling a release"	E		CA

09.D.6	What is the role of TCID in objecting to voluntary exchanges of Credit Water? One process was suggested in the resolution of the "Fork-in-the-Road" issue. Other sections of TROA which give TCID a role in decisions in TROA are: 1) 5.A.3(b) for reducing Floriston Rates, 2) 5.A.5(a) for choosing higher or lower releases from Tahoe vs Boca for Floriston Rate Water; 3) 7.G for establishing Newlands Project Credit Water.	S		CA
09.D.7	TROA Section 5.B.6(b)(3) provides an option for a 9.D.7-type exchange releasing Floriston Rate Water when Tahoe-Prosser Exchange releases are insufficient to maintain minimum flows below Lake Tahoe. This exchange should be incorporated into Section 9.D.7 as suggested in the resolution of the "Fork-in-the-Road" issue.	E		CA
09.D.7	The Watermaster currently stores Floriston Rate Water in Stampede in the Spring for later release to Boca during the Summer to meet the 30 cfs minimum instream flows below Stampede. At the Oct 1, 1999 Exchange Subgroup meeting, we tentatively agreed to include this in TROA.	A (10-1-99)		CA
09.D.7	Can Tahoe-Prosser Exchange Water be exchanged among reservoirs?	S		CA
09.D.7	What is the role of TCID in objecting to voluntary exchanges of Floriston Rate Water? One process was suggested in the resolution of the "Fork-in-the-Road" issue. Other sections of TROA which give TCID a role in decisions in TROA are: 1) 5.A.3(b) for reducing Floriston Rates, 2) 5.A.5(a) for choosing higher or lower releases from Tahoe vs Boca for Floriston Rate Water; 3) 7.G for establishing Newlands Project Credit Water.	S		CA
09.D.7.a	The reference to Section 9.D.1(e) should be replaced with Section 9.D.4.	E		CA
10.A.2.e	In the second sentence, replace "located IN the Truckee River" with "located ON the Truckee River."	E		CA
10.A.2.f	In the last sentence, replace "located IN the Truckee River" with "located ON the Truckee River."	E		CA
10.A.2.h	In the second sentence, replace "constructing the wellS in question" with "constructing the well in question."	E		CA
10.A.2(h)	The second sentence should be replaced with: "Such a consultant must not have a financial interest or EXISTING contractual relationship with the person constructing the wells in question" This change is consistent with the word "existing" contractual relationship with any Signatory Parties..... further along in the sentence.	E		CA
10.A.3	For clarity, add the word "casing" as follows: "... the closest unsealed portion of the well CASING into which water may flow."	E		CA
10.A.4.b.1	This section lacks a title.	E		CA
10.A.4.b.1.1	About half way down the paragraph, replace "it" with "they" to properly reference the signatory parties.	E		CA

10.B.1.d	For clarification, add "as proposed pursuant to Section 10.C.1(b)."	E	CA
10.B.2	Revise the well zone maps to include the recent "add on" areas, especially the Cold Creek area added to the Donner Lake Zone and an area near the Nevada border. Mal Toy discussed adding these two areas with Sierra and the Tribe at prior meetings.	A	CA
10.C.1.c	Should the well-driller sketch in Section 10.C.1(c), for which setbacks would apply, include streams, lakes and springs (geographic features) which are not on the Geographic Feature Maps in Section 10.A.4 (as discussed at our 8-99 "Blackjack Table" meeting)? Also, identifying such features in Section 10.C.1(c) creates a "circular logic" problem, since they do not exist (as per their definitions) unless they are identified on the Geographic Feature Maps in Section 10.A.4? California is discussing this issue with local interests.	S	CA
10.C.1.c.2	Check that "the 1/4, 1/4 Section, Township and Range" is the proper term of art.	E	CA
10.E.2.d	In the third sentence, replace "and to review available well construction data, to determine compliance ..." with "and review available well construction data to determine compliance"	E	CA
10.E.2.e	Spell out "Dept. of Water Res."	E	CA
10.E.2.f	In the first sentence, replace "verify the location of the well relative to the nearest river, ..." with "verify the location of AND SETBACKS FOR the well relative to the nearest river, ...". Also, in the first sentence, replace "and to review" with "and review."	E	CA
10.E.2.h	In the last sentence, replace "the court may order that well be either be designed in accordance" with "the court may order that THE well be either REdesigned in accordance"	E	CA
10.H	The title is listed twice.	E	CA
11.A.1	In the last sentence, for clarification, add "and its tributaries" to "facilities on the Truckee River."	E	CA
11.A.2	Change the second sentence to read "the Administrator shall collect, verify, organize, and analyze DATA NECESSARY FOR OPERATIONS, INCLUDING BUT NOT LIMITED TO, climatologic data, hydrologic data, flows"	E	CA
11.B.2	Inclusion of this section should not preclude other parties from entering into similarly creative agreements to exchange water. In any case, this section may be unnecessary since TROA Section 8.L was written to cover all types of creative exchanges.	S	CA
11.B.5	For clarity, replace "the Administrator may develop special integrated schedules" with "the Administrator may develop REVISED integrated schedules" Also, in the fourth sentence, can the reference to Section 11.B be made more specific and refer to Section 11.B.5?	E	CA

11.C.2	In the second sentence, delete the phrase "to use" in "... and TO USE for establishing Credit Water."	E		CA
11.D	Include a comma between "for California M&I Credit Water" and "for the California Guidelines" about half way down the paragraph.	E		CA
12.A.1	It would be clearer if the five purposes specified in this section were written as a numbered list.	E		CA
12.A.3	If appropriate, include blank sections to indicate that other conditions will later be included in this section.	E		CA
12.A.5.e	The reference to Section 12.A.5(g) should be corrected or left blank.	E		CA
12.A.5.g	This section should be deleted.	A		CA
12.B.2	In the first sentence, replace "shall not have been satisfied and" with "shall not have been satisfied OR WAIVED, and"	E		CA
13.B	Replace "the initial period commencing with the year in which this Agreement becomes effective" with "the initial period commencing with the year 2010" to make this report on operations due at the same time as the depletion report required in section 6.E.2(f).	S		CA
13.C.i	Include the term "legal" as one of the conditions which will change over time.	A		CA
13.C.ii	Replace the last two words "Settlement Agreement" with "Settlement Act."	E		CA
13.C.iii	Replace "changes in the manner of implementation TO this Agreement" to "changes in the manner of implementation OF this Agreement." Also replace "either adjustments to implementation of this Agreement or operational policies" with "either adjustments to operations or to operational policies ..." which is consistent with the last sentence in Section 13.C.1	E		CA
13.D	Begin the second sentence with "The purpose of this section 13.D is to ..."	E		CA
14	This article should be reviewed by counsel for each of the TROA parties and discussed by the abbreviated Drafting Committee.	S		CA
15	The names of the parties, to the extent known at this time, should be specified in the "In Witness Whereof" section at the end of the document, just as they appear at the beginning of the document (before the Recitals).	E		CA
Note (1)	Be sure to use a two-digit number for the Article. (e.g. Article 01, 02, etc.); insert more rows as needed.			
Note (2)	A = ALREADY AGREED TO or decided (try to provide date) but draft does not reflect resolution. C = KEY SECTION for which a mutual understanding is CRITICAL. E = EDITORIAL comment. S = SUBSTANTIVE comment.			