

RECORD OF CONVERSATION
SOILS AND WATER 11/06/07

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From: Richard Latteri
To: Caswell, Jack
CC: Richins, Paul
Date: 11/6/2007 9:27 AM
Subject: Response from Bill Menke w/GCID

Jack, here's Bill's response to my questions. I've positioned my contact info under my initial e-mail in case you want to use this as an updated ROC. As I mentioned to you earlier today, I'll condition that a construction water supply agreement be in place prior to earth moving activities.

>>> "Bill Menke" <bmenke@gcid.net> 8:57 AM 11/6/07 >>>
Richard:

From GCID's perspective, construction water is usually made available when a contractor comes to our office and pays \$.25 per 1000 gallons, with a \$250.00 minimum charge, anticipating that usage will be more than the minimum, the contractor must install a metering device in the main canal that meets GCID standards for metering and payment purposes. I anticipate that construction water will be made available from the GCID main canal pending installation of the permanent diversion from the Tehama-Colusa Canal. Should the Diversion from the TC Canal be constructed up-front, construction water would be available at that location.

As far as rip-rap sizing, and construction issues in general, we have not had discussions with E&L regarding our requirements for work within our rights-of-way, I anticipate the details will be finalized during those discussions.

Bill

From: Richard Latteri [<mailto:Rlatter@energy.state.ca.us>]
Sent: Monday, November 05, 2007 6:20 PM
To: Bill Menke
Cc: Jack Caswell
Subject: Re: Colusa Power Plant Bridge Replacement

Bill,

Thanks for the information on GCID's understanding of issues related to construction of the new bridge over and within the Glenn-Colusa Canal for the proposed Colusa Generating Station (CGS). I will incorporate a number of the bulleted items in a Condition of Certification in the Soil and Water Resources section of the CEC's Final Staff Assessment re: an encroachment permit or agreement, the use and dewatering of the coffer dams for the new bridge abutments and piers, and for the placement of riprap in order to armor the interior of the main canal under and adjacent to the bridge in order to prevent erosion of the canal bank. If GCID has any specification or procedures for in-canal construction (size and type of riprap material) please provide me a reference or copy of the specification.

On another topic, Article 6 of the Agreement for the Transfer, Conveyance and Delivery of Water for the CGS states: *The Parties agree that, prior to Commercial Operation Date, E&L shall obtain a supply of water during construction of the Power Plant from GCID under GCID established rates and terms for construction water.*

I interpret this sentence to mean that construction water is not covered under the above mentioned agreement and that a separate agreement for the delivery of construction water is required. To this end, I have the following questions:

What are GCID rates and terms for construction water?

Will there be a separate construction water contract for the delivery of GCID water for use by E&L Westcoast, LLC for construction of the CGS?

If so, what is the status of such a contract, and how would E&L Westcoast, LLC take delivery of GCID water for use during construction?

Will construction water be delivered through the same delivery point at milepost 63.273L on the Tehama-Colusa Canal?

If so, will construction water be metered per the same provisions of Article 4 of the agreement; wherein GCID shall arrange for a meter to be installed at milepost 63.273L?

Please provide clarification re: the need for a separate construction water contract at your earliest convenience.

Thanks Again,

Richard Latteri
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<<<"Bill Menke" <bmenke@gcid.net> 11:42 AM 11/5/07 >>>

Richard:

Following is Glenn-Colusa Irrigation District's (GCID) understanding of issues related to construction of the new bridge to the proposed Colusa Power Plant:

GCID will require an encroachment permit/agreement for the bridge over GCID's main canal and any other encroachments upon GCID's rights-of-way.

GCID's understanding is that its main canal will not have to be de-watered during bridge construction, and that normal water conveyance activities will not be affected at any time during construction.

The Bureau of Reclamation (BOR) will not require notification for construction related activities through GCID's main canal; however, the BOR may need to be involved with any work at the point-of-diversion from the Tehama-Colusa Canal.

The pilings for the new bridge will be parallel to water flow and encased in concrete to provide further protection against impediment to water flow and trash accumulation under the bridge deck.

Rip-rap will be placed on both banks as well as under and near the new bridge in order to armor the interior of the main canal under and adjacent to the bridge in order to prevent erosion of canal bank material.

The old bridge (PG&E) including piers, and abutments will be completely removed at the conclusion of construction of the new bridge.

The elevation of the bottom of the new bridge deck will be no lower than the elevation of the existing (PG&E) bridge deck. Please contact me should you have questions.

Bill Menke
Assistant General Manager
Glenn-Colusa Irrigation District