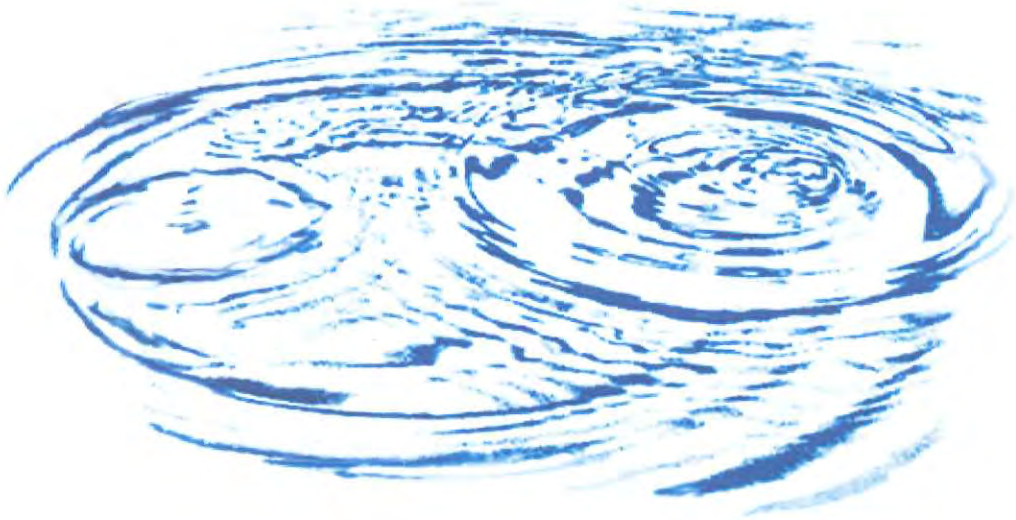
CALIFORNIA DOMESTIC WATER COMPANY

Urban Water Management Plan



December 2005

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Reply to: Covina

December 20, 2005

Mr. David Todd
Office of Water Use Efficiency and Transfers
Department of Water Resources
P.O. Box 942836
Sacramento, California 94236-0001

Subject: California Domestic Water Company's 2005 Urban Water Management Plan

Dear Mr. Todd:

We are pleased to provide you with a copy of California Domestic Water Company's (CDWC) 2005 Urban Water Management Plan in accordance with Section 10644 of the California Water Code. As part of the Urban Water Management Plan process, CDWC took the following actions:

- Notified Cities within its service area of the preparation of its 2005 Urban Water Management Plan Update and encouraged participation and the submittal of comments
- Gave notice of its public hearing according to Section 6066 of the Government Code and made the plan available to the public for review prior to holding a public hearing on December 6, 2005
- Submitted its Urban Water Management Plan to all Cities within its service area.

Please, feel free to contact Mr. Jim Byerrum of California Domestic Water Company at (562) 947-3811 or me at (626) 967-6202 should you have any questions.

Sincerely,

Kevin R. Smead, P.E.
Stetson Engineers Inc.

cc: Mr. Che Venegas, California Domestic Water Company w/enclosures (2)

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WATER RESOURCE PROFESSIONALS
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Chapter 1

INTRODUCTION [Section 10620]

Section 10620.

(a) Every urban water supplier shall prepare and adopt an urban water management plan in the manner set forth in Article 3 (commencing with Section 10640).

(b) Every person that becomes an urban water supplier shall adopt an urban water management plan within one year after it has become an urban water supplier.

(c) An urban water supplier indirectly providing water shall not include planning elements in its water management plan as provided in Article 2 (commencing with Section 10630) that would be applicable to urban water suppliers or public agencies directly providing water, or to their customers, without the consent of those suppliers or public agencies.

(d) (1) An urban water supplier may satisfy the requirements of this part by participation in area wide, regional, watershed, or basin wide urban water management planning where those plans will reduce preparation costs and contribute to the achievement of conservation and efficient water use.

(2) Each urban water supplier shall coordinate the preparation of its plan with other appropriate agencies in the area, including other water suppliers that share a common source, water management agencies, and relevant public agencies, to the extent practicable.

(e) The urban water supplier may prepare the plan with its own staff, by contract, or in cooperation with other governmental agencies.

(f) An urban water supplier shall describe in the plan water management tools and options used by that entity that will maximize resources and minimize the need to import water from other regions.

1.1 URBAN WATER MANAGEMENT PLAN

This report was prepared in accordance with the California Urban Water Management Planning Act (Act)[1] which became effective on January 1, 1985. A copy of the Act is presented in Appendix A. The Act requires every "urban water supplier" to prepare and adopt an Urban Water Management Plan (Plan), and to periodically review its Plan at least once every five years and make any amendments or changes which are indicated by the review. An "Urban Water Supplier" is defined in Section 10617 as "... a supplier, either publicly or privately owned, providing water for municipal purposes either directly or indirectly to more than 3,000 customers or supplying more than 3,000 acre-feet of water annually. An urban water supplier includes a supplier or contractor

[1] Water Code Sections 10610 through 10657

for water, regardless of the basis of right, which distributes or sells for ultimate resale to customers."

The primary objective of the Act is to direct urban water suppliers to evaluate their existing water conservation efforts and, to the extent practicable, to review and implement alternative and supplemental water conservation measures. The **Act is directed primarily at retail urban water suppliers where programs can be immediately affected upon the consumer.** Urban water suppliers that indirectly provide water to customers have the option of adopting a Plan or participating in area-wide, regional, watershed or basin-wide Plans.

California Domestic Water Company (CDWC) provides less than 3,000 acre-feet to about 400 retail customers. As such, CDWC is exempt from the Act. However, CDWC wholesales over 20,000 acre-feet each year. CDWC's 2005 Plan reviews its activities as a wholesale water supplier producing groundwater from the Main San Gabriel Basin and describes the management of the Main San Gabriel Basin.

1.2 AGENCY COORDINATION

CDWC produces water from the Main San Gabriel Basin (Main Basin) and its wellfield is within the boundaries of the Upper San Gabriel Valley Municipal Water District (Upper District). Upper District is a wholesale water agency that obtains untreated imported water from the Metropolitan Water District Southern California (MWD) for replenishment of groundwater supplies in the Main Basin. In addition, the Main San Gabriel Basin Watermaster (Main Basin Watermaster) is a Court-appointed agency that manages the water supplies of the Main Basin. CDWC has reviewed the draft Plans prepared by both Upper District and MWD. In addition, CDWC operates consistent with the Long Beach Judgment, the Main Basin Judgment, Main Basin Watermaster's Rules and Regulations and the Five-Year Water Quality and Supply Plan. These planning documents are described in Chapter 3 and are included in this Plan.

CDWC notified all cities and counties within its service area of the preparation of the 2005 Plan. These public agencies were invited to participate in the development of the 2005 Plan by providing their comments for the Plan. In addition, CDWC has made a copy of its Plan available to Suburban Water Systems, City of La Habra, and City of Brea. A copy of the notification letters sent to the public agencies is located in Appendix B. CDWC has not received any comments from any city or county about its Plan.

1.3 WATER MANAGEMENT TOOLS

Section 10620
(f) An urban water supplier shall describe in the plan water management tools and options used by that entity that will maximize resources and minimize the need to import water from other regions.

This plan describes the management tools and options used by CDWC to maximize local resources and minimize the need to import water from other regions. These include groundwater basin management structure, which is discussed in detail in Chapter 3, Demand Management Measures, which is discussed in Chapter 5, and potential projects, which is discussed in Chapter 6.

1.4 CHANGES TO THE UWMP ACT [Section 10621]

There have been many amendments added to the Act and some reorganization of the water code sections since the last update in 2000. The additions and changes are as follows:

1) Senate Bill 610, Land and Water Use Planning Bill
2) Assembly Bill 901, Water Quality Information
3) Senate Bill 672, Minimize Need to Import Water
4) Senate Bill 1348, Consider Demand Management Measures Implementation when Evaluating Eligibility
5) Senate Bill 1384, Wholesale Agency Water Supply Information
6) Senate Bill 1518, Recycled Water

7) Assembly Bill 105, Deposit Urban Water Management Plans in State Library

8) Senate Bill 318, Desalination.

CDWC made the draft 2005 Plan update available for public review and a public hearing was held on December 6, 2005. Public notification of the hearing is made pursuant to Section 6066 of the Government Code. CDWC will adopt the draft Plan, including any modifications resulting from the public hearing, as its Plan. A copy of the Plan will be filed with the State of California, Department of Water Resources; the California State Library; the retail agencies receiving water from CDWC and the County of Los Angeles pursuant to Section 10644(a).

Chapter 2

DESCRIPTION OF SERVICE AREA

Section 10631

(a) Describe the service area of the supplier, including current and projected population, climate, and other demographic factors affecting the supplier's water management planning. The projected population estimates shall be based upon data from the state, regional, or local service agency population projections within the service area of the urban water supplier and shall be in five-year increments to 20 years or as far as data is available.

2.1 BACKGROUND

CDWC and the Whittier Water Company were both formed in 1902, at which time the two companies took over the holdings and facilities of the East Whittier Land and Water Company. This latter company had been incorporated in 1887, and by 1902, had two groundwater wells. Groundwater was primarily sold to irrigation users in the Whittier and La Habra areas. In 1949, Suburban Water Systems bought the Whittier Water Company while CDWC continued to develop its facilities. CDWC currently wholesales almost all of its groundwater production to other water companies.

CDWC owns and operates a distribution system serving portions of Whittier, La Habra, Brea and portions of the unincorporated areas of Los Angeles and Orange Counties. CDWC provides wholesale water service to Suburban Water Systems, the City of La Habra and the City of Brea. CDWC's office is located at 15505 East Whittier Boulevard in the City of Whittier, California.

2.2 DESCRIPTION OF SERVICE AREA [Section 10631 (a)]

CDWC's wellfield is located in the San Gabriel Valley and produces water from the Main Basin, as shown on Plate 1. Groundwater is conveyed in CDWC facilities, shown on Plate 2, to retail water companies that are located in the coastal plain of Los Angeles County and a portion of Orange County. CDWC has no service area for its wholesale water sales, but provides such water to Suburban Water Systems,

the City of La Habra and the City of Brea. Each of these retail water companies have their own sources of water supply in addition to water purchased from CDWC. Those sources are described in the water companies' Plans which have been prepared and submitted separate of this Plan. Sales of CDWC water are made with the understanding the supply is interruptible. CDWC's retail water company customers have alternative sources of supply that can meet long-term water demands.

2.3 CURRENT AND PROJECTED POPULATION

CDWD is a wholesale water company and does not have a defined service area. The current estimated population of the areas it provided water is about 238,800. The following tabulation presents the estimated historic and projected population of the area served by CDWC from 2000-2025. The sources of the following data are the Census Bureau, Southern California Association of Governments (SCAG) and Suburban Water Systems.

	Population		
Year	Suburban Water System	City of Brea	City of La Habra
2000	130,000	35,600	59,400
2005	136,000	39,400	63,400
2010	140,000	42,300	65,800
2015	144,000	43,900	66,700
2020	148,000	45,200	67,500
2025	152,000	46,400	68,200

2.4 CLIMATE

The San Gabriel Valley has a dry climate and summers can reach temperatures in the high 90s. The average rainfall in the San Gabriel Valley in 2003-04 was 12.7 inches, which was 75 percent of the normal conditions for the area. Figure 1 shows the annual rainfall in the San Gabriel Valley and the 10-year average precipitation, about 17.7 inches. In the last ten years average of 17.7 inches was

reached three times in 1994-95, 1997-98 and 2002-03, as shown on Figure 1. Historic rainfall is shown on Table 1.

Chapter 3

WATER SUPPLY

Section 10631
(b) Identify and quantify, to the extent practicable, the existing and planned sources of water available to the supplier over the same five-year increments described in subdivision (a). If groundwater is identified as an existing or planned source of water available to the supplier, all of the following information shall be included in the plan:

1) A copy of any groundwater management plan adopted by the urban water supplier, including plans adopted pursuant to Part 2.75 (commencing with Section 10750), or any other specific authorization for groundwater management.

2) A description of any groundwater basin or basins from which the urban water supplier pumps groundwater. For those basins for which a court or the board has adjudicated the rights to pump groundwater, a copy of the order or decree adopted by the court of the board and a description of the amount of groundwater the urban water supplier has the legal right to pump under the order or decree. For basins that have not been adjudicated, information as to whether the department has identified the basin or basins as overdrafted or has projected that the basin will become overdrafted if present management conditions continue, in the most current official departmental bulletin that characterizes the condition of the groundwater basin, and a detailed description of the efforts being undertaken by the urban water supplier to eliminate the long-term overdraft condition.

3) A detailed description and analysis of the location, amount, and sufficiency of groundwater pumped by the urban water supplier for the past five years. The description and analysis shall be based on information that is reasonably available, including, but not limited to, historic use records.

4) A detailed description and analysis of the amount and location of groundwater that is projected to be pumped by the urban water supplier. The description and analysis shall be based on information that is reasonably available, including, but not limited to, historic use records.

3.1 EXISTING AND PLANNED SOURCES OF SUPPLY

CDWC is a wholesale water company serving Suburban Water Systems, City of La Habra, and City of Brea. The source of water supply for CDWC is groundwater from its Bassett Wellfield, which is located near the intersection of the San Bernardino Freeway (I-10) and the San Gabriel River, as shown on Plates 1 and 2. The Bassett Wellfield produces water from the Main Basin and is delivered through a dedicated transmission pipeline to CDWC's retail water company customers located approximately 8 miles southeast from the Bassett Wellfield.

Currently, there are six active production wells at the Bassett Wellfield: No. 2, No. 3, No. 5A, No. 6, No. 8, and No. 14. CDWC plans to drill a new designated well. The production wells at the Bassett Wellfield are located within CDWC property along the westerly bank of the San Gabriel River between Somerset Street and Walnut Creek and two lots at Gilman Road and Valley Boulevard in the Cities of Industry and El Monte, as shown on Plate 3. The wells were drilled to depths ranging from 600 feet to 920 feet, with maximum pumping capacities ranging from 3,000 gallons per minute (gpm) to 5,000 gpm. The total pumping capacity at the Bassett Wellfield is 25,800 gpm. The total pumping capacity for the Bassett Wellfield is expected to increase to 30,800 gpm when the new designated well is constructed and put into service.

3.2 GROUNDWATER MANAGEMENT PLAN [Section 10631(b) (1)]

CDWC has not adopted a specific groundwater management plan. Management of the water resources in the San Gabriel Valley is based upon Watermaster Services under two Court Judgments: San Gabriel River Watermaster (River Watermaster)[2] and Main Basin Watermaster [3]. CDWC is an intervener in the Long Beach Judgment and as such has participation. In addition, CDWC is a defendant in the court action that resulted in the creation of the Main Basin Watermaster. CDWC is also included in the Main Basin management described in the Main Basin Watermaster document entitled "Five-Year Water Quality and Supply Plan." These three basin management documents are described in the following sections:

[2] Board of Water Commissioners of the City of Long Beach, et al, v. San Gabriel Valley Water Company, et al, Los Angeles County Case No. 722647, Judgment entered September 24, 1965.

[3] Upper San Gabriel Valley Municipal Water District v. City of Alhambra, et al, Los Angeles County Case No. 924128, Judgment entered January 4, 1973.

3.2.1 LONG BEACH JUDGMENT

On May 12, 1959, the Board of Water Commissioners of the City of Long Beach, the Central Basin Municipal Water District (CBMWD), and the City of Compton, as plaintiffs, filed an action against the San Gabriel Valley Water Company and 24 other producers of groundwater from the San Gabriel Valley as defendants, including CDWC. This action sought a determination of the rights of the defendants in and to the waters of the San Gabriel River system and to restrain the defendants from an alleged interference with the rights of plaintiffs and persons represented by the CBMWD in such waters. After six years of study and negotiation a Stipulation for Judgment was filed on February 10, 1965, and Judgment (Long Beach Judgment) was entered on September 24, 1965. Under the terms of the Long Beach Judgment, the water supply of the San Gabriel River system was divided at Whittier Narrows, the boundary between San Gabriel Valley upstream and the coastal plain of Los Angeles County downstream. A copy of the Long Beach Judgment is located in Appendix C.

Under the terms of the Long Beach Judgment, the area downstream from Whittier Narrows (Lower Area), the plaintiffs and those they represent, are to receive a quantity of usable water annually from the San Gabriel River system comprised of usable surface flow, subsurface flow at Whittier Narrows and water exported to the Lower Area. This annual entitlement is guaranteed by the area upstream of Whittier Narrows (Upper Area), the defendants, and provision is made for the supply of Make-up Water by the Upper Area for years in which the guaranteed entitlement is not received by the Lower Area.

Make-up water is imported water purchased by the Main Basin Watermaster and delivered to agencies in CBMWD to satisfy obligations under the Long Beach Judgment. The entitlement of the Lower Area varies annually, dependent upon the 10-year average annual rainfall in San Gabriel Valley for the 10 years ending with the year for which entitlement is calculated.

The detailed operations described in the Long Beach Judgment are complex and require continuous compilation of data so that annual determinations can be made to assure compliance with the Long Beach Judgment. In order to do this, a three-member Watermaster was appointed by the Court, one representing Upper Area parties nominated by and through Upper District, one representing Lower Area parties nominated by and through CBMWD, and one jointly nominated by Upper District and CBMWD. This 3-member board is known as the River Watermaster.

The River Watermaster meets periodically during the year to adopt a budget, to review activities affecting water supply in the San Gabriel River system area, to compile and review data, to make its determinations of usable water received by the Lower Area, and to prepare it annual report to the Court and to the parties. The River Watermaster has rendered annual reports for the water years 1963-64 through 2003-04 and operations of the river system under that Court Judgment and through the administration by the River Watermaster have been very satisfactory since its inception.

One major result of the Long Beach Judgment was to leave the Main Basin free to manage its water resources so long as it meets its downstream obligation to the Lower Area under the terms of the Long Beach Judgment.

3.2.2 MAIN BASIN JUDGMENT

The Upper Area then turned to the task of developing a water resources management plan to optimize the conservation of the natural water supplies of the area. Studies were made of various methods of management of the basin as an adjudicated area and a report thereon was prepared for the Upper District, an association of water producers in the Main Basin. After due consideration by the Association membership, Upper District was requested to file as plaintiff, and did file, an action on January 2, 1968, seeking an adjudication of the water rights of the Main Basin and its Relevant Watershed. After several years of study (including verification of annual water

production) and negotiations, a stipulation for entry of Judgment was approved by a majority of the parties, by both the number of parties and the quantity of rights to be adjudicated. Trial was held in late 1972 and Judgment (Main Basin Judgment) was entered on January 4, 1973. A copy of the Main Basin Judgment is located in Appendix D.

There are three municipal water districts overlying and partially overlying the Main Basin. The three districts are the Upper District, San Gabriel Valley Municipal Water District (SGVMWD) and Three Valleys Municipal Water District (TVMWD). The location of these districts is shown on Plate 4. CDWC produces water from within Upper District's boundary.

Under the terms of the Main Basin Judgment all rights to the diversion of surface water and production of groundwater within the Main Basin and its Relevant Watershed were adjudicated. The Main Basin Judgment provides for the administration of the provisions of the Main Basin Judgment by a nine-member Watermaster. Six of those members are nominated by water producers (producer members) and three members (public members) are nominated by the Upper District and SGVMWD which overlie most of the Main Basin. The nine-member board employs a staff, an attorney and a consulting engineer. The Main Basin Watermaster holds public meetings on a regular monthly basis through the year.

The Main Basin Judgment does not restrict the quantity of water which Parties may extract from the Main Basin. Rather, it provides a means for replacing with Supplemental Water all annual extractions in excess of a Party's annual right to extract water. The Main Basin Watermaster annually establishes an Operating Safe Yield for the Main Basin which is then used to allocate to each Party its portion of the Operating Safe Yield which can be produced free of a Replacement Water Assessment. If a producer extracts water in excess of his right under the annual Operating Safe Yield, it must pay an assessment for Replacement Water which is sufficient to purchase one acre-foot of Supplemental Water to be spread in the basin for each acre-foot of excess

production. All water production is metered and is reported quarterly to the Main Basin Watermaster.

In addition to Replacement Water Assessments, the Main Basin Watermaster levies an Administration Assessment to fund the administration of the Main Basin management program under the Main Basin Judgment and a Make-up Obligation Assessment in order to fulfill the requirements for any make-up Obligation under the Long Beach Judgment and to supply fifty percent of the administration costs of the River Watermaster service. The Main Basin Watermaster levies an In-lieu Assessment and may levy special Administration Assessments.

Water rights under the Main Basin Judgment are transferable by lease or purchase so long as such transfers meet the requirements of the Judgment. There is also provision for Cyclic Storage Agreements by which Parties and non-parties may store imported supplemental water in the Main Basin under such agreements with the Main Basin Watermaster pursuant to uniform rules and conditions and Court approval.

The Main Basin Judgment provides that the Main Basin Watermaster will not allow imported water to be spread in the main part of the Main Basin when the groundwater elevation at the Baldwin Park Key Well (Key Well) exceeds 250 feet; and that the Basin Watermaster will, insofar as practicable, spread imported water in the Main Basin to maintain the groundwater elevation at the Key Well above 200 feet. One of the principal reasons for the limitation on spreading imported water when the Key Well elevation exceeds 250 feet is to reserve ample storage space in the Main Basin to capture native surface water runoff when it occurs and to optimize the conservation of such local water. Under the terms of the Long Beach Judgment, any excess surface flows that pass through the Main Basin at Whittier Narrows to the Lower Area (which is then conserved in the Lower Area through percolation to groundwater storage) is credited to the Upper Area as Usable Surface Flow.

Through the Long Beach Judgment and the Main Basin Judgment, operations of the Main Basin are optimized to conserve local water to meet the needs of the parties of the Main Basin Judgment.

CDWC's wellfield is located within the boundaries of the Upper District. Upper District is one of the Responsible Agencies from which the Main Basin Watermaster purchases supplemental water. The supplemental water purchased from the Upper District is for groundwater replenishment purposes (Replacement Water for excess production by a Producer) or Make-up Water for delivery to the Lower Area under the terms of the Long Beach Judgment. Upper District sells imported water, delivered by MWD, to its sub-agencies and to the Main Basin Watermaster. Such water is delivered from MWD's transmission facilities. CDWC does not have a service connection with the Upper District.

Imported water for groundwater replenishment is delivered to the flood control channels and diverted and spread at spreading grounds through the Main Basin Watermaster's agreement with the Los Angeles County Department of Public Works (DPW). Groundwater replenishment, utilizing imported water, is Replacement Water under the terms of the Main Basin Judgment. It can be stored in the Main Basin through Cyclic Storage agreements, authorized by terms of the Main Basin Judgment, but such stored water may be used only to supply Supplemental Water to the Main Basin Watermaster.

The Main Basin Watermaster has entered into a Cyclic Storage Agreement with each of the three municipal water districts. One is with MWD and the Upper District, which permits MWD to deliver and store imported water in the Main Basin in an amount not to exceed 100,000 acre-feet for future Replacement Water use. The second Cyclic Storage Agreement is with TVMWD and permits MWD to deliver and store 40,000 acre-feet for future Replacement Water use. The third is with SGVMWD and contains generally the same conditions as the agreement with MWD except that the stored quantity is not to exceed 40,000 acre-feet. CDWC has a Cyclic Storage account

and is allowed to store a maximum of 15,000 acre-feet at any given time. As of June 30, 2004 CDWC had 1,133.61 acre-feet in its Cyclic Storage account.

Imported Make-up Water is often delivered to lined stream channels and conveyed to the Lower Area. Make-up Water is required to be delivered to the Lower Area by Upper Area when Lower Area entitlement under the Long Beach Judgment exceeds the usable water received by Lower Area. Imported water is used to fulfill the Make-up Water Obligation when the amount of Make-up Water cannot be fulfilled by reimbursing Lower Area interests for their purchase of recycled water. The amount of recycled water for which reimbursement may be made as a delivery of Make-up Water is limited by the terms of the Long Beach Judgment to the annual deficiency in Lower Area Entitlement water or to 14,735 acre-feet, whichever is the lesser quantity.

3.2.3. FIVE-YEAR WATER QUALITY AND SUPPLY PLAN

Main Basin Watermaster was created in 1973 to resolve water issues that had arisen among water users in the San Gabriel Valley. Main Basin Watermaster's mission is to manage water supply of the Main Basin. During the late 1970s and early 1980s, significant groundwater contamination was discovered in the Main Basin. The contamination was caused in part by past practices of local industries that had carelessly disposed of industrial solvents referred to as Volatile Organic Compounds, (VOCs), as well as by agricultural operations that infiltrated nitrates into the groundwater. Cleanup efforts have been undertaken at the local, state, and federal level.

Local water agencies adopted a joint resolution in 1989 regarding water quality issues that stated Main Basin Watermaster should coordinate local activities aimed at preserving and restoring the quality of groundwater in the Main Basin. The joint resolution also called for a cleanup plan. In 1991, the Court granted Main Basin Watermaster the authority to control pumping for water quality purposes. Accordingly, Main Basin Watermaster added Section 28 to its Rules and Regulations regarding water

quality management. The new responsibilities included development of a Five-Year Water Quality and Supply Plan, updating it annually, submitting it to the California Regional Water Quality Control Board, Los Angeles Region, and making it available for public review by November 1 of each year. A copy of the Five-Year Water Quality and Supply Plan is located in Appendix E.

The Main Basin Watermaster prepares and annually updates the Five-Year Water Quality and Supply Plan in accordance with the requirements of Section 28 of its Rules and Regulations. The objective is to coordinate groundwater-related activities so both water supply and water quality in the Main Basin are protected and improved. Many important issues are detailed in the Five-Year Plan, including how Main Basin Watermaster plans to:

1. monitor groundwater supply and quality;
2. develop projections of future groundwater supply and quality;
3. review and cooperate on cleanup projects, and provide technical assistance to other agencies;
4. assure that pumping does not lead to further degradation of water quality in the Main Basin;
5. address Perchlorate, N-nitrosodimethylamine (NDMA), and other emerging contaminants in the Main Basin;
6. develop a cleanup and water supply program consistent with the U.S. Environmental Protection Agency (USEPA) plans for its San Gabriel Basin Superfund sites; and
7. coordinate and manage the design, permitting, construction, and performance evaluation of the BPOU cleanup and water supply plan.

The Main Basin Watermaster, in coordination with the Upper District, has worked with state and federal regulators, along with local water companies to clean up water supplies. Section 28 of the Main Basin Watermaster's Rules and Regulations require all producers (including the CDWC) to submit an application to 1) construct a

new well, 2) modify an existing well, 3) destroy a well, or 4) construct a treatment facility. The Main Basin Watermaster prepares a report on the implications of the proposed activity.

Bulletin 118 **does not** identify the Main Basin as being in overdraft and the management structure of the Main Basin provides for an adequate supply for ALW in the next 20 years.

3.3 DESCRIPTION OF GROUNDWATER BASIN [Section 10631(b) (2)]

3.3.1 BACKGROUND

The San Gabriel Valley is located in southeastern Los Angeles County and is bounded on the north by the San Gabriel Mountains; on the west by the San Rafael and Merced Hills, on the south by the Merced Hills and the Puente Hills, and on the east by the San Jose Hills, as shown on Plate 5.

The San Gabriel River and its distributary, the Rio Hondo, drain an area of about 490 square miles upstream of Whittier Narrows. Whittier Narrows is a low gap between the Merced and Puente Hills, just northwest of the City of Whittier, through which the San Gabriel River and the Rio Hondo flow to the Coastal Plain of Los Angeles County. Whittier Narrows is a natural topographic divide and a subsurface restriction to the movement of groundwater between the Main Basin and the Coastal Plain. Of the approximately 490 square miles of drainage area upstream of Whittier Narrows, about 167 square miles are valley lands, and about 323 square miles are mountains and foothills.

The Main Basin includes essentially all of the valley floor of San Gabriel Valley with the exception of the Raymond Basin and Puente Basin. The boundaries of the Basin are the Raymond Basin on the northwest, the base of the San Gabriel Mountains on the north, the groundwater divide between San Dimas and La Verne and

the lower boundary of the Puente Basin on the east, and the common boundaries between Upper District and CBMWD through Whittier Narrows on the southwest. The common water supply of the Main Basin does not include the Raymond Basin, the area northerly of Raymond Hill Fault, which was adjudicated in the Pasadena v. Alhambra case (Superior Court of the County of Los Angeles, 1944). The Puente Basin, although tributary to the Main Basin, is not included in the Main Basin administered by the Main Basin.

The Main Basin (administered by the Main Basin Watermaster) is a large groundwater basin replenished by stream runoff from the adjacent mountains and hills, by rainfall directly on the surface of the valley floor, subsurface inflow from the Raymond Basin and Puente Basin, and by return flow from water applied for overlying uses. Additionally, the Main Basin is replenished with imported water. The Main Basin serves as a natural storage reservoir, transmission system and filtering medium for wells constructed therein.

Urbanization of the San Gabriel Valley began in the early part of the twentieth century, but until the 1940's, agricultural land use occupied more area than residential and commercial land use. After World War II agricultural areas reduced rapidly and are now less than two thousand acres. The agricultural areas tend to be located in the easterly portion of the Main Basin and along power transmission rights of way adjacent to the San Gabriel River. Agricultural plots are discontinuous and relatively small. There are several major industrial areas adjacent to the San Gabriel River and within other portions of the valley. The greatest area of land use in the valley is for residential and commercial purposes.

3.3.2 GEOLOGY

The Main Basin consists of a roughly bowl-shaped depression in the bedrock, filled over millions of years with alluvial deposits. This bowl-shaped depression is relatively deep; the elevation of the base of the groundwater reservoir

declines from about 800 feet above mean sea level (MSL) in the vicinity of San Dimas at the northeast corner of the Main Basin to about 2,200 feel below MSL in the vicinity of South El Monte. (*California Department of Water Resources, 1966*).

Most of the alluvium deposited within this depression is debris from the San Gabriel Mountains, washed and blown from the side of the mountains over time. This process has also resulted in the materials within the Main Basin varying in size from relatively coarse gravel nearer the mountains to fine and medium-grained sand containing silt and clay as the distance from the mountains increases. The principal water-bearing formations of the Main Basin are unconsolidated and semi-consolidated sediments which vary in size from coarse gravel to fine-grained sands. The interstices between these alluvial particles throughout the Main Basin fill with water and transmit water readily to wells. The thickness of the water-bearing materials in the Main Basin ranges from 200 to 300 feet in the northeasterly portion of the Main Basin near the mountains to nearly 4,000 feet in the South El Monte area (*California Department of Water Resources, 1966*).

The soils overlying the Main Basin average about six feet in depth. Soil depths are generally greater at the perimeter of the valley and decrease toward the center along the San Gabriel River. These soils are residual, formed in place through chemical, mechanical and plant weathering processes. The infiltration rates of these soils are greater along the natural channels and their adjacent flood plains. Lower infiltration rates are found in the perimeter areas of the valley. Since the valley is mostly urbanized, a significant portion of the area has been paved and many miles of stream channel have been lined for flood control purposes, thus decreasing infiltration of water through streambeds. Detailed basin geology is discussed in the report entitled "Planned Utilization of Ground Water Basins, San Gabriel Valley, Appendix A: Geohydrology" (*California Department of Water Resources, 1966*).

3.3.3. HYDROGEOLOGY

The total fresh water storage capacity of the Main Basin is estimated to be about 9.5 million acre-feet. Of that, about 1,100,000 acre-feet has been used historically in the Main Basin operations. The change in groundwater elevation at the Baldwin Park Key Well (Key Well) is representative of changes in groundwater in the Main Basin. One foot of elevation change at the Key Well is roughly the equivalent of about 8,000 acre-feet of the water storage. The location of the Key Well is shown on Plate 5 and hydrograph of the Key Well is shown on Plate 6. The historic high groundwater elevation was recorded at over 329.1 feet in April 1916, at which time the Main Basin storage was estimated to be about 8,700,000 acre-feet. The historic low was recorded in December 2004 at 195.5 feet, at which time the Main Basin storage was estimated to be about 7,600,000 acre-feet. The Key Well hydrograph shown on Plate 6 illustrates the cyclic nature of basin recharge and depletion. The hydrograph also illustrates the dramatic recharge capability of the Main Basin during wet periods. Significant events and Main Basin operating guidelines are shown on that hydrograph and will be discussed later.

Generally, water movement in the Main Basin is from the San Gabriel Mountains on the north to Whittier Narrows to the southwest, as shown on Plate 7. Groundwater movement in the northern and northeastern regions of the Main Basin is affected by faulting. The Raymond Fault located in the north westerly portion of the Basin separates the Raymond Basin from the Main Basin.

The Main Basin is an unconfined aquifer. Although clay deposits appear mixed with the soils in several locations in the Main Basin and there are various clay lenses throughout the Main Basin, they do not coalesce to form a single impermeable barrier to the movement of subsurface water. The Main Basin therefore operates as a single, unconfined aquifer. As previously mentioned, a thorough discussion of basin hydrogeology is contained in the report "Planned Utilization of Ground Water Basins,

San Gabriel Valley, Appendix A: Geohydrology" (*California Department of Water Resources, 1966*).

Within the Main Basin there are a number of identified sub-basins. These include the Upper San Gabriel Canyon Basin, Lower San Gabriel Canyon Basin, Glendora Basin, Foothill Basin, Way Hill Basin and San Dimas Basin. In addition, the Puente Basin is tributary to the Main Basin from the southeast, between the San Jose and Puente Hills. Plate 8 shows the location of the sub-basins within the Main Basin.

3.3.4. HYDROLOGY

The major sources of recharge to the Main Basin are direct penetration of rainfall on the valley floor, percolation of runoff from the mountains, percolation of imported water and return flow from applied water. Table 1 shows historic annual rainfall in the San Gabriel Valley. Rainfall occurs predominantly in the winter months and is more intense at higher elevations and closer to the San Gabriel Mountains. Rainfall is also highly variable from year to year, as shown as Table 1. In water year 1960-61 the total rainfall (four station average) was less than six inches, while in 1982-83 the total rainfall (four station average) was nearly 40 inches, as shown on Table 1.

The magnitude of annual recharge from direct penetration of local rainfall and return flow from applied water is not easily quantifiable. Percolation of runoff from the mountains and valley floor along with percolation of imported water have been estimated by the River Watermaster. DPW maintains records on the amount of local and imported water conserved in water spreading facilities and stream channels.

The Main Basin is bisected by the San Gabriel River. The San Gabriel River originates at the confluence of its west and east forks in the San Gabriel Mountains. It flows through the San Gabriel Canyon and enters the Main Basin at the mouth of the canyon north of the City of Azusa (see Plate 8). The San Gabriel River flows southwesterly across the valley to Whittier Narrows, a distance of about 15 miles.

It exits the San Gabriel Valley at Whittier Narrows, and transverses the Coastal Plain in a southerly direction to reach the Pacific Ocean at Alamitos Bay near the City of Long Beach.

The San Gabriel River is joined and fed by tributary creeks and washes. In the Main Basin these include: Big Dalton Wash, which originates in the San Gabriel Mountains; Walnut Creek, which originates at the northeast end of the San Jose Hills; and San Jose Creek, which originates in the San Gabriel Mountains, but which travels around the southerly side of the San Jose Hills through the Puente Narrows before joining the San Gabriel River just above Whittier Narrows.

The channel of the San Gabriel River bifurcates in the upper middle portion of the Main Basin, forming a channel to the west of and parallel to the San Gabriel River, known as the Rio Hondo. The Rio Hondo is fed by tributaries draining the westerly portion of the Main Basin, including Sawpit Wash, Santa Anita Wash, Eaton Canyon Wash, Rubio Wash and Alhambra Wash, all of which originate in the San Gabriel Mountains or the foothills. The Santa Anita Wash, Eaton Canyon Wash, Rubio Wash and Alhambra Wash all cross the Raymond Basin area before entering the Main Basin. The channel of the Rio Hondo passes through Whittier Narrows westerly of the San Gabriel River, and then flows southwesterly to join the Los Angeles River on the Coastal Plain.

To protect residents of the San Gabriel Valley from flooding that can result during periods of intensive rainfall, the DPW and the U.S. Army, Corps of Engineers (Corps of Engineers), have constructed an extensive system of dams, debris basins, reservoirs and flood control channels. The dams and reservoirs also operate as water conservation facilities. The dams and reservoirs that control the flow of the San Gabriel River and the Rio Hondo include: Cogswell Reservoir on the west fork of the San Gabriel River, San Gabriel Reservoir at the confluence of the west and east forks of the San Gabriel River, Morris Reservoir near the mouth of the San Gabriel Canyon, Santa

Fe Reservoir in the northerly portion of the Basin and Whittier Narrows Reservoir at the southwestern end of San Gabriel Valley.

Many of the stream channels tributary to the San Gabriel River have been improved with concrete banks (walls) and concrete-lined bottoms. These stream channel improvements have significantly reduced the area of previous stream channels and reduced Main Basin recharge. A number of off-stream groundwater replenishment facilities have been established along these stream channels to offset such reductions in recharge. The locations of these water spreading facilities are shown on Plate 8. Some of these facilities are accessible to imported water supplies, while some facilities receive only local runoff.

The paths of the surface streams are mirrored in the soils and in the direction of groundwater movement in the Main Basin. The tributary creeks and washes, carrying smaller amounts of water, generally flow toward the center of the San Gabriel Valley, while the direction of flow of the major streams, the San Gabriel River and the Rio Hondo, is from the mountains in the north to Whittier Narrows in the southwest. In similar fashion, the primary direction of groundwater movement in the Main Basin is from the north to the southwest, with contributing movement generally from the east and west toward the center of the Main Basin as shown on Plate 7. The greatest infiltration and transmissivity rates of soils in the Main Basin are from north to south, with the maximum rates found in the center of the valley along the stream channels. Generally, the Main Basin directs groundwater to the southwest through Whittier Narrows.

3.4 PAST AND PROJECTED LOCATION, AMOUNT AND SUFFICIENCY OF GROUNDWATER [Section 10631(b) (3) and (4)]

CDWC produces groundwater only from the Main Basin through its Bassett Wellfield, as shown on Plate 1. The Bassett Wellfield consists of several wells

that provide groundwater to CDWC's retail water agencies customers. CDWC's historic use, by well, over the past five years is shown on Table 3.

As noted in Section 3.2 the Main Basin is managed by the Main Basin Watermaster. Section 42, Basin Operating Criteria, of the Main Basin Judgment states in part "...Watermaster shall not spread Replacement Water when the water level at the Key Well exceeds elevation two hundred fifty (250), and Watermaster shall spread Replacement Water, insofar as practicable, to maintain the water level at the Key Well above Elevation two hundred (200)." Plate 6 shows the historic fluctuation of the Key Well since the Main Basin was adjudicated in 1973 and demonstrates the Main Basin was generally operated between elevation 250 feet and 200 feet above MSL. Furthermore, at elevation 200 feet above MSL at the Key Well, the Main Basin has about 7,600,000 acre-feet of available storage. During the period of management under the Main Basin Judgment, significant drought events have occurred from 1969 to 1977, 1983 to 1991 and 1998 to 2004, as shown on Plate 6 and Table 2. In each drought cycle the Main Basin was managed to maintain water levels. **Based on historic management practices, CDWC will have adequate supply from the Main Basin over the next 20 years under single and multiple droughts.**

In addition to adequate water supply from the Main Basin, CDWC wells have been impacted by contaminants. CDWC has constructed treatment facilities and received amended water supply permits from the California Department of Health Services (CDHS) to operate VOC treatment facilities with a combined capacity of 20,000 gpm (15,000 gpm for air stripping and 5,000 gpm for blending), a Perchlorate treatment facility with a combined capacity of 5,000 gpm and an NDMA treatment facility with a capacity of 10,000 gpm. In addition, CDWC has the ability to blend groundwater from its various sources in its reservoirs prior to serving water to customers. Consequently, water quality issues have not impacted CDWC's ability to provide water to its customers, as shown on Table 2.

The CDWC Bassett Wellfield is located in the vicinity of a significant cleanup project required by USEPA and managed by Main Basin Watermaster. The USEPA cleanup project in the Baldwin Park-Azusa area consists of three 7,800 gpm treatment facilities at the Valley County Water District site, separate 7,800 gpm treatment facilities at the San Gabriel Valley Water Company (SGVWC) B5 and B6 sites and a 2,500 gpm treatment facility at the La Puente Valley County Water District (LPVCWD). These facilities will contribute to contaminant removal and are intended to reduce contaminant concentrations at the CDWC wellfield.

3.5 VULNERABILITY TO SEASONAL OR CLIMATIC SHORTAGE [Section 10631(c)]

Describe the reliability of the water supply and vulnerability to seasonal or climatic shortage, to the extent practicable, and provide data for each of the following:
1) An average water year.
2) A single dry water year.
3) Multiple dry water years.
For any water source that may not be available at a consistent level of use, given specific legal, environmental, water quality, or climatic factors, describe plans to supplement or replace that source with alternative sources or water demand management measures, to the extent practicable.

CDWC produces water exclusively from the Main Basin at its Bassett wellfield. As noted in Section 3.4, over the past 30 years the Main Basin has gone through three distinct multiple dry water cycles each lasting four years or more. Table 2 presents water production for an average year (1996-97), single dry year (2001-02) and multiple dry years (2001-04). As shown on Table 2, multiple dry years did not compromise CDWC's ability to reliably supply water to its customers. In addition, when the Key Well was at is historic low in 2004, approximately 7,600,000 acre-feet remained in storage.

3.6 WATER EXCHANGES [Section 10631(d)]

Describe the opportunities for exchanges or transfers of water on a short-term or long-term basis.

3.6.1 LONG-TERM

CDWC is a party to the Main Basin Judgment and has adjudicated water right of 12,09.68 acre-feet per year. The Main Basin Judgment does not restrict the quantity of groundwater that can be produced, but provides for a Replacement Water assessment for production in excess of water rights. The Main Basin Judgment also allows parties to enter into temporary transfers (leases) of water rights to acquire additional water rights on an annual basis to reduce the quantity of production that may be subject to a Replacement Water assessment. CDWC historically has taken advantage of this option and annually leases water rights to reduce its replacement water requirement. In addition, CDWC has entered into a Cyclic Storage agreement, described in Section 3.2.2, with the Main Basin Watermaster to store imported water in the Main Basin for a period of up to five years to be used to offset a future Replacement Water requirement.

CDWC relies on Upper District and MWD to deliver imported water to offset the Main Basin. The Upper District has a long-term Cyclic Storage program for the Main Basin in which CDWC participates. MWD also has a Cyclic Storage account in the Main Basin and has developed a series of exchange/transfer programs with other agencies to establish timely imported water supplies. Both of these agencies have prepared Plans, which are incorporated by reference.

3.6.2 SHORT-TERM

CDWC has no short-term water exchanges.

Chapter 4

PAST, CURRENT AND PROJECTED WATER USE

Section 10631 (e)

(1) Quantify, to the extent records are available, past and current water use, over the same five-year increments described in subdivision (a), and projected water use, identifying the uses among water use sectors including, but not necessarily limited to, all of the following uses:

(A) Single-family residential.
(B) Multifamily.
(C) Commercial.
(D) Industrial.
(E) Institutional and governmental.
(F) Landscape.
(G) Sales to other agencies.
(H) Saline water intrusion barriers, groundwater recharge, or conjunctive use, or any combination thereof.
(I) Agricultural

(2) The water use projections shall be in the same five-year increments described in subdivision (a).

4.1 BACKGROUND

The Act requires an estimate of past, current and projected water use and, to the extent available, segregate such uses among residential, industrial, commercial and governmental customers. CDWC supplies water as a wholesaler to Suburban Water Systems, City of La Habra and City of Brea. Segregation of water sales into residential, industrial, commercial, and governmental uses of the water provided by CDWC are discussed in each of CDWC customer's Plans. CDWC's water sales are provided for municipal and industrial purposes. It is expected the current water sales by CDWC will continue into the foreseeable future. There are no other current or projected types of water use. However, the quantities of water sales will vary from year to year.

4.2 PAST AND CURRENT WATER USE

CDWC owns and operates a distribution system serving portions of Suburban Water Systems, the City of La Habra and the City of Brea. Past and current water sales are shown on Table 2. CDWC anticipates future water sales will not exceed 25,200 acre-feet.

4.3 PROJECTED WATER USE

CDWC provides wholesale water supplies to Suburban Water Systems, the City of La Habra and the City of Brea. CDWC supplies municipal water to supplement water supplies maintained by its retail customers. Because these agencies have service areas that are mostly built out, CDWC does not anticipate a significant increase in sales. Projected water use is estimated to remain stable for the next 20 years as shown on Table 2.

Chapter 5

DEMAND MANAGEMENT MEASURES

Section 10631 (f) and (g)

(f) Provide a description of the supplier's water demand management measures. This description shall include all of the following:

(1) A description of each water demand management measure that is currently being implemented, or scheduled for implementation, including the steps necessary to implement any proposed measures:

(A) Water survey programs for single-family residential and multi family residential customers.
(B) Residential plumbing retrofit.
(C) System water audits, leak detection, and repair.
(D) Metering with commodity rebates for all new connections and retrofit of existing connections.
(E) Large landscape conservation programs and incentives.
(F) High-efficiency washing machine rebate programs.
(G) Public information programs.
(H) School education programs.
(I) Conservation programs for commercial, industrial and institutional accounts.
(J) Wholesale agency programs.
(K) Conservation pricing.
(L) Water conservation coordinator.
(M) Water waste prohibition.
(N) Residential ultra-low-flush toilet replacement programs.

(2) A schedule of implementation for all water demand management measures proposed or described in the plan;

(3) A description of the methods, if any, that the supplier will use to evaluate the effectiveness of water demand management measures implemented or described under the plan;

(4) An estimate, if available, of existing conservation savings on water use within the supplier's service area, and the effect of the savings on the supplier's ability to further reduce demand.

(g) An evaluation of each water demand management measure listed in paragraph (1) of subdivision (f) that is not currently being implemented or scheduled for implementation. In the course of the evaluation, first consideration shall be given to water demand management measures, or a combination or measures, that offer lower incremental costs than expanded or additional water supplies. This evaluation shall do all of the following:

(1) Take into account economic and non-economic factors, including environmental, social, health, customer impact, and technological factors.

(2) Include a cost-benefit analysis, identifying total benefits and total costs.

(3) Include a description of funding available to implement any planned water supply project that would provide water at a higher unit cost.

(4) Include a description of the water supplier's legal authority to implement the measure and efforts to work with other relevant agencies to ensure the implementation of the measure and to share the cost of implementation.

5.1 INTRODUCTION

CDWC is a wholesale water provider that provides groundwater, pumped from the Main Basin, to its retail water company customers. Consequently, CDWC is not in a position to directly influence water conservation at the retail level. However, CDWC encourages the retail water companies, to which it wholesales water, to implement Demand Management Measures (DMMs). As a wholesale water provider, the following DMMs are not applicable to CDWC.

(A) Water survey programs for single-family residential and multi-family residential customers.
(B) Residential plumbing retrofit.

CDWC implements the remaining DMMs directly or indirectly and there is none scheduled.

5.1.1 SYSTEM WATER AUDITS, LEAK DETECTION, AND REPAIR [Section 10631 (f) (1) (C)]

CDWC is a wholesaler and cannot implement this DMM directly with retail water users. However, as a wholesale agency and a producer in the Main Basin, CDWC maintains records of water produced and water sold. Differences in excess of 10 percent will cause CDWC to investigate and correct problems with unaccounted water.

5.1.2 METERING WITH COMMODITY RATES [Section 10631 (f) (1) (D)]

CDWC is a wholesale water agency and meters all sales to its retail water company customers. In addition, CDWC has adopted a rate schedule that is included in Appendix G.

5.1.3 LARGE LANDSCAPE CONSERVATION PROGRAMS AND INCENTIVES [Section 10631 (f) (1) (E)]

As a wholesale water provider, CDWC does not implement this DMM directly with retail users. However, CDWC customers, City of La Habra and City of Brea, lie within the boundaries of Municipal Water District of Orange County (MWDOC), which administers several large landscape conservation programs for all customers within its service boundaries. MWDOC currently funds a residential program for landscape efficiency through outdoor audits and weather-based irrigation controller rebates. MWDOC also funds a commercial and institutional landscape program through four conservation program components:

1. Water Use Accountability;
2. Measured Water Savings;
3. Commercial and Institutional Weather-Based Irrigation Controllers Rebates;
4. Professional Protector del Agua Landscape Irrigation Training.

In 2002, MWDOC launched a public outreach campaign targeting outdoor water use. The campaign included funding for the promotion of efficient residential watering through irrigation controllers, a watering index to assist in estimating efficient watering times, and a native and California-friendly plant program. These programs were expanded in 2003 and 2004 with an extensive media and outreach campaign. For more detailed information about MWDOC conservation programs, refer to the MWDOC's 2005 RUWMP or their website at www.mwdoc.com.

5.1.4 HIGH-EFFICIENCY WASHING MACHINE REBATE PROGRAMS [Section 10631 (f) (1) (F)]

As a wholesale water agency, CDWD does not implement this DMM directly with retail water users. However, this program is available to the City of Brea and La Habra through MWDOC, which has offered a residential High-Efficiency Clothes Washers (HECWs) rebate program since 1997. Residential dwellings (single-family

homes, condominiums, townhouses, apartments or mobile homes) that are located within the MWDOC's service area can install a high-efficiency washing machine in place of a standard-efficiency washing machine for a rebate. High-efficiency washers can use up to 50 percent less water and 50 percent less energy compared to standard-efficiency washers. Residences that install a high-efficiency washing machine will receive a rebate for their water conservation measures.

5.1.5 PUBLIC INFORMATION AND WHOLESALE AGENCY PROGRAMS [Section 10631 (f) (1) (G) and (J)]

CDWC provides information to its retail water company customers encouraging water conservation. In addition, customers within the City of Brea and City of La Habra are provided public information on water conservation through MWDOC.

5.1.6 SCHOOL EDUCATION PROGRAMS [Section 10631 (f) (1) (H)]

As a wholesale water provider, CDWC does not implement this DMM directly with retail customers. However, the City of La Habra and Brea, retailing companies of CDWC, are member agencies of MWDOC, which implements this DMM. MWDOC has an extensive education program that offers age/grade-appropriate materials to all schools within its territory (Table 4). Water education literature, facility tours, and teachers' aids (i.e. groundwater model) are available through MWDOC and can be loaned to schools within CDWC's service area at no charge. If a teacher requires technical assistance in making classroom presentations, the appropriate materials can be provided. All provided educational materials meet state education framework requirements and are grade appropriate materials. More information on MWDOC's education programs can be found in its 2005 Plan, incorporated by reference.

5.1.7 CONSERVATION PROGRAMS FOR COMMERCIAL, INDUSTRIAL AND INSTITUTIONAL ACCOUNTS [Section 10631 (f) (1) (I)]

As a wholesale water provider, CDWC does not implement this DMM directly with retail customers. However, conservation programs for commercial,

industrial, and institutional accounts are available through MWDOC for all customers located within MWDOC's service area. This program is free to participants and is designed to assist commercial, industrial, and institutional customers in replacing high-flow devices with those low-flow devices in the table below:

Retrofit Devices and Rabate Amounts Available under This Program:

Ultra-Low-Flush Toilet	$60 to $120
Ultra-Low-Flush Urinal or Waterless Urinal	$60
Flush Valve Retrofit Kit	$15
Coin/Card-Operated High Efficiency Commercial Clothes Washer	$250
Cooling Tower Conductivity Controller	$500
Hospital X-ray Film Processor Re-circulating System	$2,000
Water Pressurized Broom	$100

More information about the MWDOC's rebate program can be found on their web-site at www.mdwoc.com or in its 2005 RUWMP, incorporated by reference.

5.1.8 CONSERVATION PRICING [Section 10631 (f) (1) (K)]

As a wholesale water provider, CDWC has not directly established conservation pricing within its water rate structure. However, as a producer within the Main Basin and within Upper District's boundary, CDWC can take advantage of Upper District's conservation pricing. CDWC is able to purchase Replacement Water at the Seasonal Storage Service rate, which provides a discount in return for being an interruptible source of supply. In addition, CDWC participates in Upper District's Long-term Cyclic Storage program, which also offers financial discounts. Participation in these programs allows CDWC to pass on savings to its customers.

5.1.9 WATER CONSERVATION COORDINATOR [Section 10631 (f) (1) (L)]

As a wholesale water provider, CDWC does not implement this DMM directly to retail water users. However, this program is available to the City of Brea and La Habra through the MWDOC's conservation programs, which are coordinated by the Water Use Efficiency Programs Manager. The Program Manager and other Water Use Efficiency staff members are employed by MWDOC to promote water conservation issues and related programs. More information about MWDOC's Water Use Efficiency group can be found in MWDOC's 2005 RUWMP incorporated by reference or at its website at www.mwdoc.com.

5.1.10 WATER WASTE PROHIBITION [Section 10631 (f) (1) (M)]

As a wholesale water provider, CDWC does not implement this DMM directly to retail customers. CDWC relies on the retail water companies to which it wholesales water to implement water waste prohibitions.

5.1.11 RESIDENTIAL ULTRA-LOW-FLUSH TOILET REPLACEMENT PROGRAMS [Section 10631 (f) (1) (N)]

As a wholesale water provider, CDWC does not implement this DMM directly to retail water customers. However, a residential Ultra-Low-Flush Toilet (ULFT) replacement program is available to CDWC's customers through MWDOC. This program is designed to conserve water by replacing older, high water using toilets (3.5 gallons-per-flush and larger) with 1.6 gallons per flush ULFTs. MWDOC began co-funding member agency-managed ULFT program in 1988. MWDOC funds ULFT retrofit program at $60 per ULFT installed. In August 2002, MWDOC began funding dual-flush toilets at $80 per unit installed. These toilets exceed the current standard of 1.6 gallons per flush and, thus, have higher water savings than ULFTs. ULFT program is implemented through rebates and distributions. More information regarding the

residential ultra-low-flush toilet replacement program is located in MWDOC's 2005 RUWMP, which is incorporated by reference.

Chapter 6

WATER SUPPLY OPPORTUNITIES

Section 10631 (h)

(h) Include a description of all water supply projects and water supply programs that may be undertaken by the urban water supplier to meet the total projected water uses as established pursuant to subdivision (a) of Section 10635. The urban water supplier shall include a detailed description of expected future projects and programs, other than the demand management programs identified pursuant to paragraph (1) of subdivision (f), that the urban water supplier may implement to increase the amount of water supply available to the urban water supplier in average, single dry, and multiple-dry water years. The description shall identify specific projects and include a description of the increase in water supply that is expected to be available from each project. The description shall include an estimate with regard to the implementation timeline for each project or program.

6.1 BACKGROUND

CDWC is a wholesale water agency that provides treated groundwater for use by retail water companies and does not provide water directly to retail water customers. CDWC participates in a variety of programs intended to enhance regional water supply as described below.

6.2 MAIN SAN GABRIEL BASIN MANAGEMENT PROGRAMS

Management practices in the Main Basin result in the conservation of water supplies. The Main Basin Judgment established the individual rights of water producers and requires the Operating Safe Yield of the Main Basin be reviewed and established each year and Replacement Water be provided for overproduction. The Main Basin Judgment also permits Cyclic Storage agreements to be entered with the Main Basin Watermaster.

The Operating Safe Yield is established by Watermaster each year after reviewing a number of factors. Among the most important factors considered are the current groundwater and natural water supply conditions. Replacement Water is required to be delivered to the Main Basin in an amount equal to the overproduction

from the Main Basin. Overproduction is that quantity of water which producers extract from the Main Basin in excess of their net production rights for a particular year.

The concept of the Operating Safe Yield and replacement of overproduction conserves water supplies. Water producers within the Main Basin are cognizant of their production rights and generally try to minimize Replacement Water assessments which otherwise result in higher costs to the producer. It creates a consciousness that water conservation measures should be aggressively pursued at the retail water delivery level.

CDWC has a Cyclic Storage agreement to store up to 15,000 acre-feet with the Main Basin Watermaster whereby ownership of the water remains in an account until CDWC incurs a Replacement Water requirement. Water delivered into Cyclic Storage may be used only for Replacement Water purposes in accordance with the terms of the Main Basin Judgment. The cyclic storage of water in the Main Basin conserves water supplies because water is delivered into cyclic storage at times when surplus SWP water or surplus delivery capacity is available. The storage of such surplus SWP water for later use provides efficient utilization of available water supplies. Utilization of water from the Cyclic Storage account during water shortage years reduces the demand for delivery of water from the SWP.

Under the terms of the Main Basin Judgment all of the water production facilities within the Main Basin are required to be equipped with water flow measuring meters at each extraction or diversion facility. Each meter is tested for accuracy at least once every two years or more frequently if problems are suspected. This encourages conservation by making purveyors accountable for their production, and assuring accuracy in measuring this production.

CDWC, through the Main Basin Watermaster, participates in the implementation of the requirements of River Watermaster. Under the terms of the Long Beach Judgment, the quantity of Lower Area entitlement water to be received from the

Upper Area is determined each year. If the required quantity of usable water is not received by the Lower Area, the Upper Area must provide Make-up water. Reclaimed water may be delivered, up to a maximum annual amount of 14,735 acre-feet, to satisfy the Make-up water obligation. Such use of reclaimed water allows imported water to be made available for other purposes.

6.3 WATER QUALITY AUTHORITY

In August 1990 San Gabriel District, Upper District, and TVMWD formed a joint power authority. In 1992, the State Legislature approved Senate Bill 1679 creating the WQA, as of January 1993. The WQA Board is composed of several members, one who is appointed by Upper District, two are appointed by the other municipal water districts, two are elected by the cities and two are producer representatives. The WQA is an institutional and financial entity that works with the Main Basin Watermaster to effect groundwater cleanup.

6.4 CDWC LONG-TERM CAPITAL PLAN

In 1996 the CDWC Strategic Planning Committee approved a long term capital plan that increases the supply of water to its shareholders (Suburban Water Systems, City of La Habra, and City of Brea). The plan included: 1) the Plant 3 Reservoir and Pump Station; 2) the addition of a new water well; and 3) the replacement of three reaches of the 48-inch pipeline between the Bassett Wellfield and Plant 3 in Whittier. The proposed improvements allow for increased water deliveries.

6.4.1 PLANT 3 RESERVOIR AND PUMP STATION

This project was previously approved by the CDWC Board and is scheduled to start in January 2006. The new Plant 3 Reservoir will have a capacity of about 1.6 million gallons, which is approximately the same usable capacity as the existing reservoir. The new pump station will house five, 400 horsepower electrically driven pumps with a pumping capacity of 20,000 gpm. Approximately 15,000 gpm will

be available to the cities of La Habra and Brea, and 5,000 gpm will go to Suburban Water Systems. It is expected that the project will require at least 12 months to construct.

6.4.2 BASSETT WELLFIELD

The water production capacity of the Bassett Wellfield is 25,000 gpm, which currently meets the needs of the plan. As such, this water demand requires maximum pumping capacity. CDWC currently does not have backup or redundant facilities to use in the event of equipment failure. Therefore, construction of a new well will provide a necessary backup supply. The CDWC Board has authorized the drilling of the new water well.

6.4.3 M-LINE

The pipeline between the Bassett Wellfield and Plant 3 in Whittier currently limits delivery of water. Three reaches of pipe are proposed to be replaced.

1. *Spyglass Hill*

Replace 6,000 feet of 48-inch pipe south of Rio Hondo College to improve reliability and access. Additionally, efficiencies should be improved by not having to pump water over Spyglass Hill in Whittier. The cost of this project is estimated to be $2,000,000.

2. *Palm Street and Beverly Boulevard to Whittier Boulevard and Hadley*

CDWC will construct or rehabilitate approximately 16,000 linear feet of 48-inch pipeline. The existing pipe is riveted steel installed in 1926. Project engineering will include a realignment study prior to the design phase. The budget to replace this section of pipeline is estimated to be $5,000,000.

3. California Country Club

CDWC will replace a 1,000 foot section of pipe that was installed in the late 1920s in the area that is now the California Country Club golf course. The budget to replace this section of pipeline is estimated to be $600,000.

6.5 DESALINATED WATER

Section 10631 (j)
(i) Describe the opportunities for development of desalinated water, including, but not limited to, ocean water, brackish water, and groundwater, as a long-term supply.

CDWC produces all of its groundwater from the Main Basin. The Total Dissolved Solids (TDS), or salt content, of the groundwater from CDWC's wells ranges from about 200 parts per million (ppm) to about 400 ppm. The California Department of Health Services guideline is for TDS to preferably be below 500 ppm. In addition, CDWC blends its water in reservoirs before it is sold to customers. Consequently, CDWC has no basis to investigate potential opportunities for desalinated water.

6.6 WATER USE PROJECTIONS

Section 10631 (k)
Urban water suppliers that rely upon a wholesale agency for a source of water shall provide the wholesale agency with water use projections from that agency for that source of water in five-year increments to 20 years as far as data is available. The wholesale agency shall provide information to the urban water supplier for inclusion in the urban water supplier's plan that identifies and quantifies, to the extent practicable, the existing and planned sources of water as required by subdivision (b), available from the wholesale agency to the urban water supplier over the same five-year increments, and during various water-year types in accordance with subdivision (c). An urban water supplier may rely upon water supply information provided by the wholesale agency in fulfilling the plan informational requirements of subdivisions (b) and (c).

A copy of water use projections for the next 20 years provided by CDWC to the Upper District, Suburban Water Systems, City of La Habra, and City of Brea is presented in Appendix H.

Chapter 7

URBAN WATER SHORTAGE CONTINGENCY ANALYSIS

Section 10632
The plan shall provide an urban water shortage contingency analysis that includes each of the following elements that are within the authority of the urban water supplier:

(a) Stages of action to be undertaken by the urban water supplier in response to water supply shortages, including up to 50 percent reduction in water supply, and an outline of specific water supply conditions which are applicable to each stage.
(b) An estimate of the minimum water supply available during each of the next three water years based on the driest three-year historic sequence for the agency's water supply.
(c) Actions to be undertaken by the urban water supplier to prepare for, and implement during, a catastrophic interruption of water supplies including, but not limited to, a regional power outage, an earthquake, or other disaster.
(d) Additional, mandatory prohibitions against specific water use practices during water shortages, including, but not limited to, prohibiting the use of potable water for street cleaning.
(e) Consumption reduction methods in the most restrictive stages. Each urban water supplier may use any type of consumption reduction methods in its water shortage contingency analysis that would reduce water use, are appropriate for its area, and have the ability to achieve a water use reduction consistent with up to a 50 percent reduction in water supply.
(f) Penalties or charges for excessive use, where applicable.
(g) An analysis of the impacts of each of the actions and conditions described in subdivisions (a) to (f), inclusive, on the revenues and expenditures of the urban water supplier, and proposed measures to overcome those impacts, such as the development of reserves and rate adjustments.
(h) A draft water shortage contingency resolution or ordinance.
(i) A mechanism for determining actual reductions in water use pursuant to the urban water shortage contingency analysis.

7.1 STAGES OF ACTION DURING WATER SUPPLY SHORTAGES [Section 10632 (a)]

CDWC depends on groundwater for its current and future supplies. CDWC's water supply comes from the Main Basin, which is managed by the Main Basin Watermaster, as discussed in Chapter 3. Drought events have occurred from 1969 to 1977, 1983 to 1991, and 1998 to 2004. In each drought cycle, water levels in the Main Basin were maintained and sufficient water supply was available for the water agencies. As shown on Table 2, multiple dry years generally did not impact CDWC's water demands, nor compromise CDWC's ability to reliably supply water to its customers.

Consequently, it is expected CDWC will have the ability to produce groundwater supplies over the next 20 years.

7.2 ESTIMATE OF MINIMUM SUPPLY FOR NEXT THREE YEARS [Section 10632 (b)]

CDWC's three-year sequence drought years were 2002, 2003 and 2004. During those years, CDWC had enough water supply to meet its demands, as shown on Table 2. Because CDWC did not experience problems providing water to meet customer's demands, CDWC anticipates it will be able to provide water in the next three-year period. Based on the 2002, 2003, and 2004 drought years, it is estimated that the minimum water supply available during each of the next three water years is about 22,000 acre-feet.

7.3 CATASTROPHIC SUPPLY INTERRUPTION PLAN [Section 10632 (c)]

In June 2004, CDWC prepared an Emergency Response Plan, which describes the actions the company will take during a catastrophic interruption of water supplies including, a regional power outage, a reservoir failures, water contamination threat, Supervisory Control and Data Acquisition (SCADA) system failure, major water main breaks, and emergency chlorination. The CDWC Bassett Wellfield and ancillary facilities are intentionally located in four separate power grids to minimize impacts of local power outages.

7.4 PROHIBITIONS, PENALTIES AND CONSUMPTION REDUCTION METHODS [Section 10632 (d), (e) and (f)]

CDWC does not have any mandatory prohibitions or penalties against excessive water use at this time. However, during dry years CDWC notifies its customers of the need for water conservation. CDWC conducts a monthly check of water production/sales records to determine any unusual losses within its water system.

If the losses continue and are excessive (more than 10 percent), CDWC will perform a system wide leak detection and repair to minimize water losses.

7.5 REVENUE AND EXPENDITURE IMPACTS DURING WATER SHORTAGES [Section 10632 (g)]

CDWC's fixed administrative expense is about $730,000 per year. All other expenses are based on the cost to produce water. CDWC has 7,881 shares outstanding. CDWC charges its shareholders $23 per share every four months. This generates annual revenue of about $540,000 per year. In addition, CDWC will generate a positive revenue stream from continued water sales in the unlikely event of a water shortage. Consequently, CDWC does not expect reduced sales to significantly affect its ability to operate.

7.6 WATER SHORTAGE CONTINGENCY ORDINANCE/RESOLUTION [Section 10632 (h)]

CDWC's draft of the water shortage contingency resolution is included in Appendix J.

7.7 MECHANISMS FOR DETERMINING REDUCTIONS IN WATER USE [Section 10632 (i)]

CDWC conducts a monthly check of water production records to determine losses within its water system. CDWC also monitors water consumption on a regular basis. CDWC takes into consideration factors that may affect consumption, such as precipitation. The total water production and supply in the Main Basin is managed by the Main Basin Watermaster. Groundwater elevation measurements, water quality monitoring results, and evaluation of water supply availability and requirements are also included in the Annual Report.

Chapter 8

RECYCLED WATER

Section 10633
The plan shall provide, to the extent available, information on recycled water and its potential for use as a water source in the service area of the urban water supplier. The preparation of the plan shall be coordinated with local water, wastewater, groundwater, and planning agencies that operate within the supplier's service area, and shall include all of the following:

8.1 BACKGROUND

CDWC is a wholesale water supplier of treated water for resale to retail water companies and does not have a mechanism to provide recycled water. Those retail water companies will address the potential for recycled water use in their Plans. The following provides a general overview of recycled water potential in the region.

8.2 WASTEWATER COLLECTION AND TREATMENT SYSTEMS

Section 10633
(a) A description of the wastewater collection and treatment systems in the supplier's service area, including a quantification of the amount of wastewater collected and treated and the methods of wastewater disposal.

Reclamation of wastewater in the Main Basin has been extensively reviewed in both local and regional studies. In 1976 Upper District and San Gabriel District completed a study entitled "Potential Use of Reclaimed Water for Groundwater Replenishment in the Basin." This study was updated at the request of the Basin Watermaster in 1980 and again in March 1987. In 1979, a cooperative study was completed by Metropolitan and others entitled "Orange and Los Angeles Counties Water Reuse Study." These studies concluded that water reuse in the Main Basin could be feasible; however, the cost of utilizing recycled water varies widely with the quantity to be used and the distance required to divert the water from the treatment plant to the point of use.

There are two water reclamation plants in the Basin; Whittier Narrows Water Reclamation Plant (WNWRP) and San Jose Creek Water Reclamation Plant (SJCWRP). The County Sanitation District of Los Angeles County (CSD) operates both of these facilities. The location of these reclamation plants are shown on Plate 9.

The WNWRP, which began operation in 1962, was the first reclamation plant built by the CSD. It has a treatment capacity of about 15 million gallons per day (MGD) and provides coagulated, filtered and disinfected tertiary effluent. The WNWRP serves a population of approximately 150,000 people. During the fiscal year 2003-04, the total water production from this plant was about 8,380 AF.

The SJCWRP, which began operation in 1973, currently has a treatment capacity of about 100 MGD and provides coagulated, filtered and disinfected tertiary effluent. The SJCWRP has room for an expansion of an additional 25 MGD, which has an anticipated completion date in 2006. The SJCWRP plant serves a population of approximately 1 million people, largely a residential population. During fiscal year 2003-04, the total water production from this plant was about 92,000 AF.

8.3 RECYCLED WATER USE

Section 10633 (b), (c), (d), (e), (f) and (g)

(b) A description of the recycled water currently being used in the supplier's service area, including, but not limited to, the type, place, and quantity of use.

(c) A description and quantification of the potential uses of recycled water, including, but not limited to, agricultural irrigation, landscape irrigation, wildlife habitat enhancement, wetlands, industrial reuse, groundwater recharge, and other appropriate uses, and a determination with regard to the technical and economic feasibility of serving those uses.

(d) The projected use of recycled water within the supplier's service area at the end of 5, 10, 15 and 20 years, and a description of the actual use of recycled water in comparison to uses previously projected pursuant to this subdivision.

(e) A description of actions, including financial incentives, which may be taken to encourage the use of recycled water, and the projected results of these actions in terms of acre-feet of recycled water used per year.

(f) A plan for optimizing the use of recycled water in the supplier's service area, including actions to facilitate the installation of dual distribution systems, to promote recirculating uses, to facilitate the increased use of treated wastewater that meets

recycled water standards, and to overcome any obstacles to achieving that increased use.

(g) A plan for optimizing the use of recycled water in the supplier's service area, including actions to facilitate the installation of dual distribution systems, to promote recirculating uses, to facilitate the increase use of treated wastewater that meets recycled water standards, and to overcome any obstacles to achieving that increased use.

CDWC does not provide water directly to retail water consumers and consequently cannot implement a recycled water program. CDWC's retail water system customers (Suburban Water Systems, City of Brea, and City of La Habra) have the opportunity to work with other regional agencies, including Central Basin Municipal and MWDOC to develop a recycled water program. Those opportunities are described, as appropriate, in our retail water company customer's Plans.

CHAPTER 9

WATER QUALITY

Section 10634
The plan shall include information, to the extent practicable, relating to the quality of existing sources of water available to the supplier over the same five-year increments as described in subdivision (a) of Section 10631, and the manner in which water quality affects water management strategies and supply reliability.

9.1 WATER QUALITY OVERVIEW

CDWC supplies water to its customers from six active wells, as described in Chapter 3. CDWC's Wells No. 2, 3, 5A, 6, 8, and 14 are located in the Main Basin. Groundwater from CDWC's Wells No. 2, 3, 5A, 6 8, and14 requires treatment for a variety of contaminants. CDHS has approved the operation of treatment facilities at the CDWC Bassett Wellfield. The fully treated water meets all federal and state drinking water standards. In addition, CDWC reviews water quality data on upgradient wells to determine whether new contaminants are approaching the wellfield that may require alternative treatment.

CHAPTER 10

WATER SUPPLY RELIABILITY

Section 10635

(a) Every urban water supplier shall include, as part of its urban water management plan, an assessment of the reliability of its water service to its customers during normal, dry, and multiple dry years. This water supply and demand assessment shall compare the total water supply sources available to the water supplier with the total projected water use over the next 20 years, in five-year increments, for a normal water year, a single dry year water year, and multiple dry water years. The water service reliability assessment shall be based upon the information compiled pursuant to Section 10631, including available data from state, regional, or local agency population projections within the service area of the urban water supplier.

10.1 RELIABILITY OVERVIEW

CDWC obtains its entire water supply from groundwater wells located in the Main Basin. The management structure of this basin ensures future water supply for CDWC. Chapter 3 provides a description of the management of water resources in the Main Basin. Chapter 3 demonstrates the management structure of the Main Basin provides a reliable source of groundwater supply for CDWC in an average, single-dry and multiple-dry water years. Historic data presented in Table 2 indicates the groundwater supply has remained stable for over 30 years. will continue to use groundwater as its future supplies over the next 20 years and these supplies have been determined to be adequate.

TABLE 1

ANNUAL RAINFALL IN THE SAN GABRIEL VALLEY FROM 1958-59 THROUGH 2003-2004*

WATER YEAR	RAINFALL IN INCHES
1958-59	8.5
1959-60	10.6
1960-61	5.9
1961-62	22.4
1962-63	12.3
1963-64	9.4
1964-65	15.2
1965-66	19.6
1966-67	25.0
1967-68	15.0
1968-69	30.5
1969-70	11.1
1970-71	13.3
1971-72	8.5
1972-73	22.4
1973-74	16.8
1974-75	14.9
1975-76	12.1
1976-77	14.5
1977-78	38.4
1978-79	23.9
1979-80	34.8
1980-81	10.3
1981-82	18.9
1982-83	39.3
1983-84	10.6
1984-85	14.6
1985-86	22.0
1986-87	9.1
1987-88	14.9
1988-89	11.2
1989-90	12.4
1990-91	15.1
1991-92	22.8
1992-93	35.9
1993-94	11.6
1994-95	30.4
1995-96	15.6
1996-97	17.5
1997-98	36.1
1998-99	8.6
1999-00	14.4
2000-01	15.5
2001-02	6.4
2002-03	19.4
2003-04	12.7
TOTAL	**810.4**
46-YEAR AVERAGE	**17.6**

*Annual rainfall determined as the average of rainfall at San Dimas (station 95), Pomona† (station 356C), El Monte (station 108D), and Pasadena (station 610B).

†Pomona (station 356C) replaced Walnut (station 102D) in 2000-01.

TABLE 2

HISTORIC AND PROJECTED WATER SUPPLY
(acre-feet)

FISCAL YEAR	PRODUCTION		DROUGHT CYCLE/ YEARS
1973-74	13,058.28		1/1
1974-75	13,529.87		1/2
1975-76	14,390.08		1/3
1976-77	14,363.40		1/4
1977-78	14,685.31		
1978-79	14,861.28		
1979-80	14,061.62		
1980-81	11,425.93		
1981-82	9,672.57		
1982-83	10,377.13		
1983-84	13,289.76		
1984-85	15,600.98		
1985-86	15,913.75		
1986-87	14,435.93		2/1
1987-88	13,292.10		2/2
1988-89	13,200.44		2/3
1989-90	13,420.94		2/4
1990-91	13,390.35		2/5
1991-92	13,656.51		
1992-93	16,472.32		
1993-94	15,937.68		
1994-95	17,245.07		
1995-96	19,205.93		
1996-97	18,584.98		
1997-98	15,990.80		
1998-99	16,976.34		3/1
1999-00	19,885.69		3/2
2000-01	18,602.52		3/3
2001-02	21,203.56		3/4
2002-03	21,338.39		3/5
2003-04	21,233.31		3/6
2009-10	25,200.00	(Projected)	
2014-15	25,200.00	(Projected)	
2019-20	25,200.00	(Projected)	
2024-25	25,200.00	(Projected)	

TABLE 3

HISTORIC WATER PRODUCTION
(acre-feet)

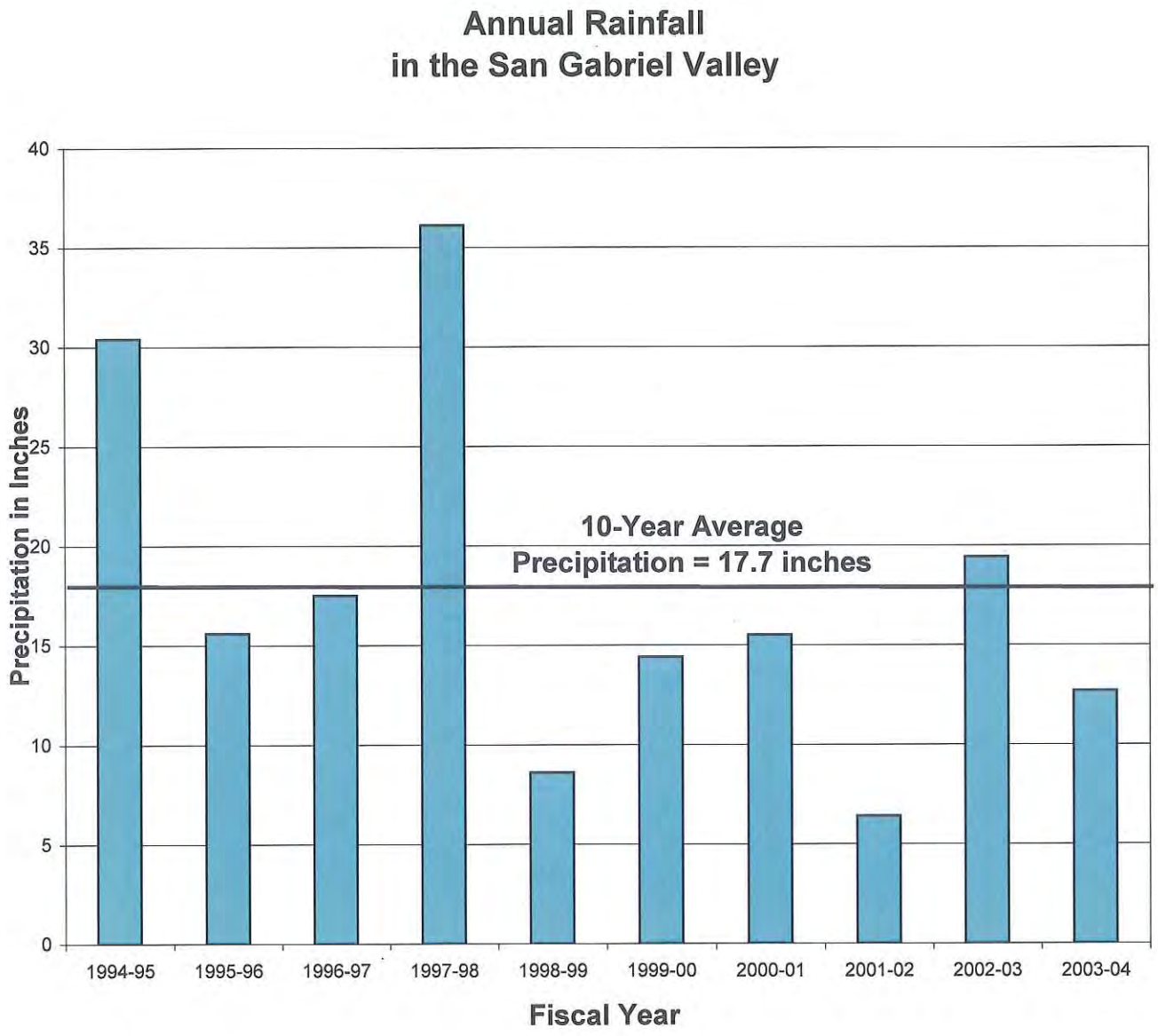
FISCAL YEAR	WELL 2	3	5A	6	8	14	TOTAL
1999-00	3,066.56	4,569.76	2,944.49	6,530.44	1,151.86	1,622.58	19,885.69
2000-01	2,254.00	3,460.95	2,480.59	4,500.78	2,250.84	3,655.36	18,602.52
2001-02	932.32	2,753.61	4,460.34	5,124.35	2,569.13	5,363.81	21,203.56
2002-03	1,888.59	910.56	3,052.34	5,618.49	2,717.15	7,151.26	21,338.39
2003-04	716.35	2,349.15	4,594.70	5,644.49	1,127.84	6,800.78	21,233.31
Min.	716.35	910.56	2,480.59	4,500.78	1,127.84	1,622.58	18,602.52
Max.	3,066.56	4,569.76	4,594.70	6,530.44	2,569.13	7,151.26	21,338.39
Avg.	0.00	0.00	0.00	0.00	0.00	0.00	0.00

TABLE 4

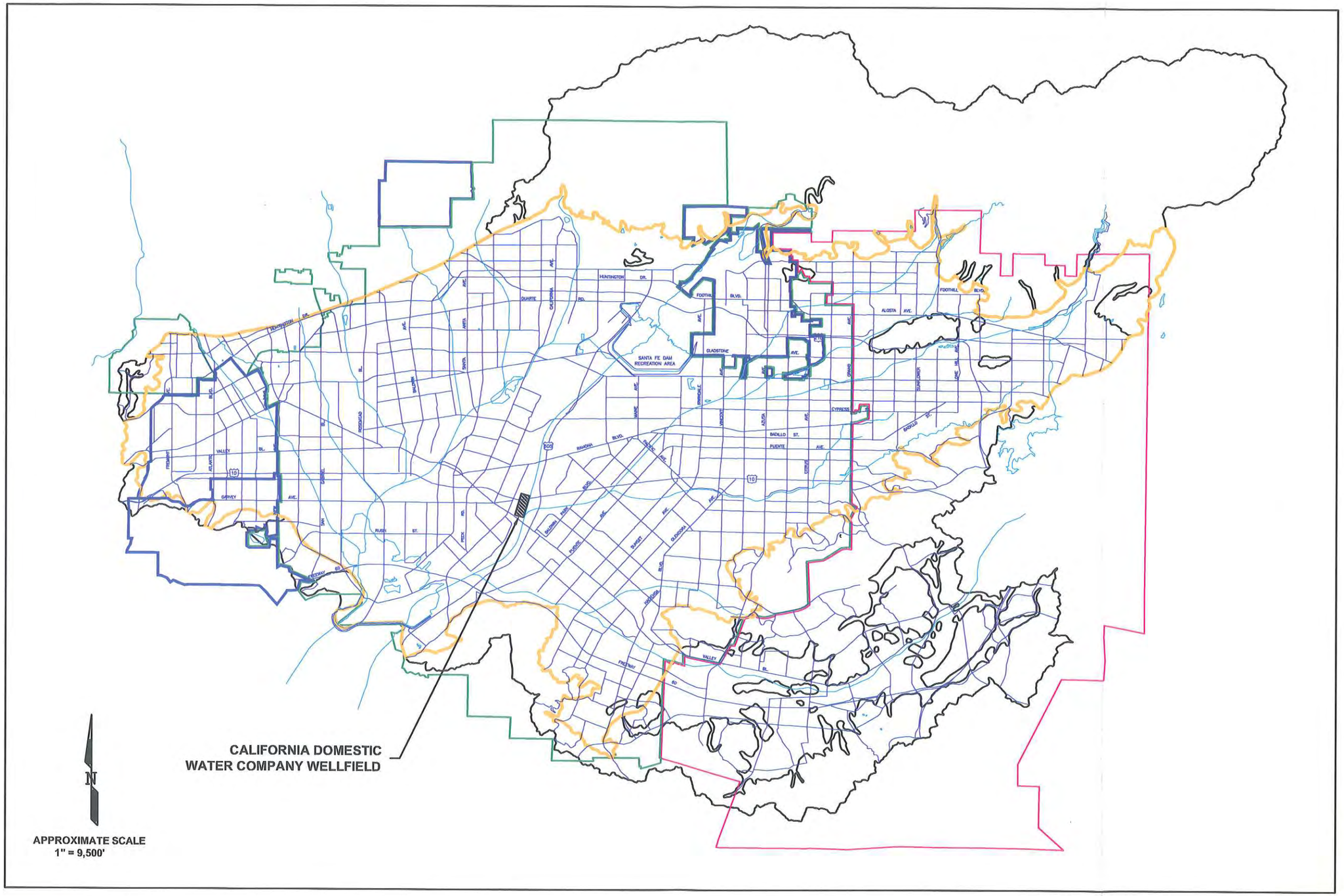
MWDOC SCHOOL EDUCATION PROGRAMS

Program or Activity	Date Initiated	Date Updated	Current Status	Grades	Description
Admiral Splash	1983	2001	Ongoing	Grade 4	A two-week program focusing on southern California history, the water cycle, supply and distribution system, water uses and conservation
All About Water	1991	1998	Ongoing	K-3	Activities to teach young students about droughts, conservation, water quality and physical properties of water.
Geography of Water	1993	1998	Ongoing	Grades 4-8	A curriculum module on the relationship between population, precipitation, geography, economics, and water distribution.
Water Politics	1994	2004	Ongoing	Grades 9-12	A case study-based exploration of water supply issues facing southern California, the Colorado River Basin, and the Middle East.
Water Ways	1995	2001	Ongoing	Grade 5	A supplement integrated into fifth-grade U.S. History featuring activities regarding water use, sources, ethics, and environment issues selected from three historical periods. This includes historical attitudes towards the stewardship of water.
Water Quality	2001	--	Ongoing	Grades 7 – 12	A school to career, job specific program featuring activities and profiles on a variety of water-related careers, including conservation specialist.
Water Times	2005	--	Ongoing	Grade 6	An age-appropriate newspaper that provides interdisciplinary concepts, tools, and calculations related to water conservation, and that conveys an overall ethic of water stewardship.

Figure 1



J:\Jobs\1046\1046-17\2005 UWMP\Figure 1 Annual Total Rainfall SGV.xls



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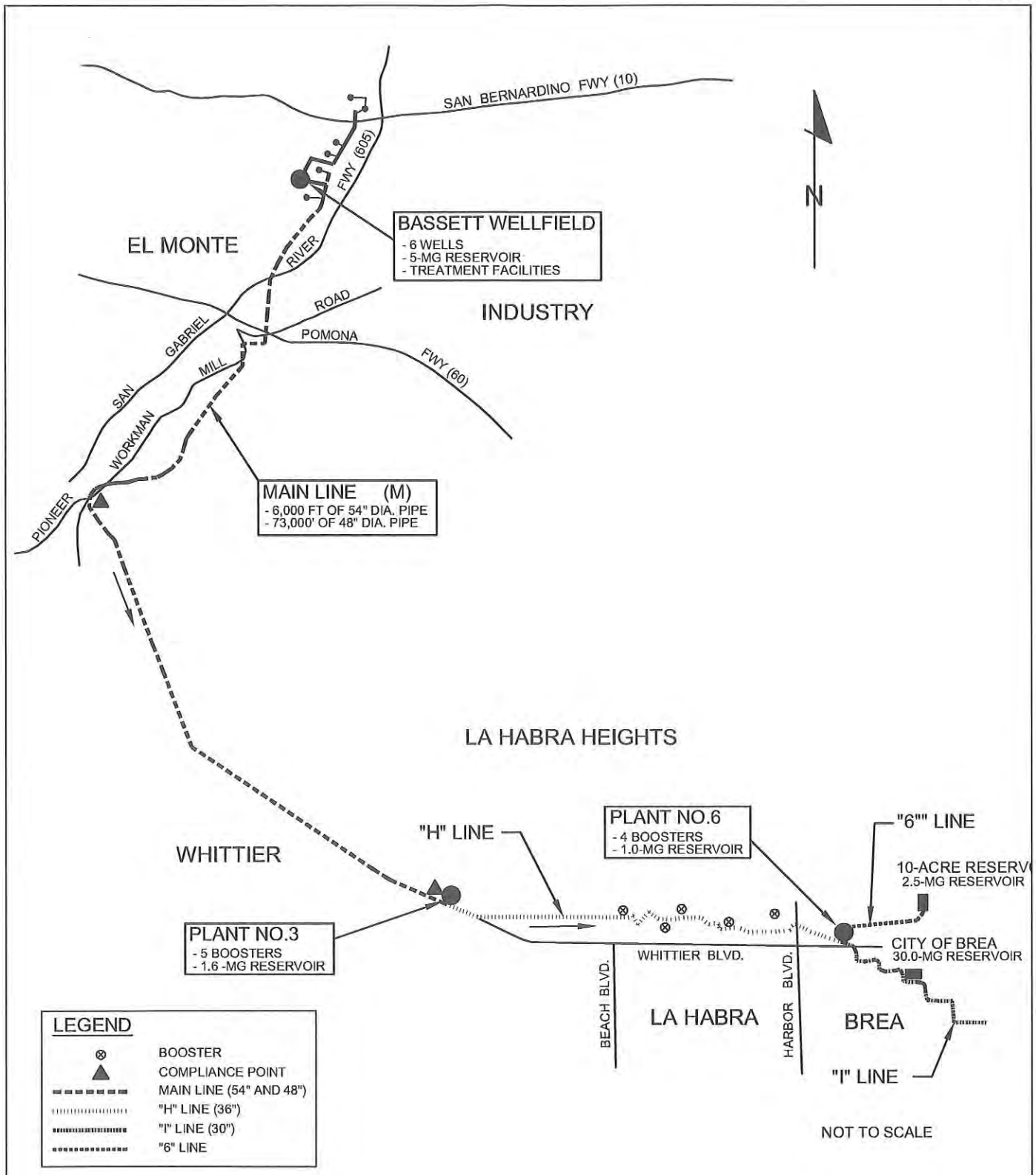
Mesa Arizona 85202

CALIFORNIA DOMESTIC WATER COMPANY

LOCATION MAP



SOURCE: CALIFORNIA DOMESTIC WATER COMPANY

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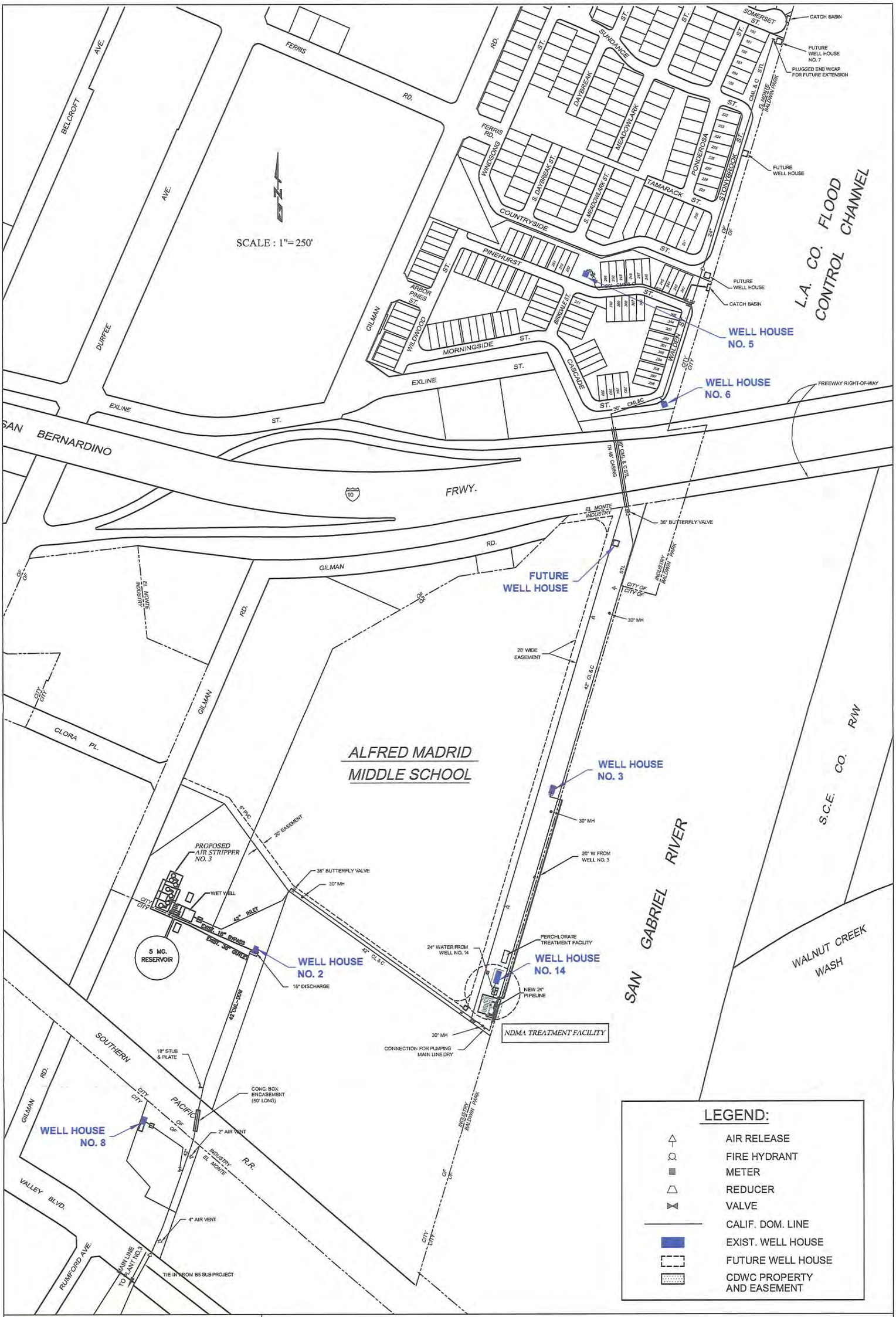
CALIFORNIA DOMESTIC WATER COMPANY

SYSTEM MAP



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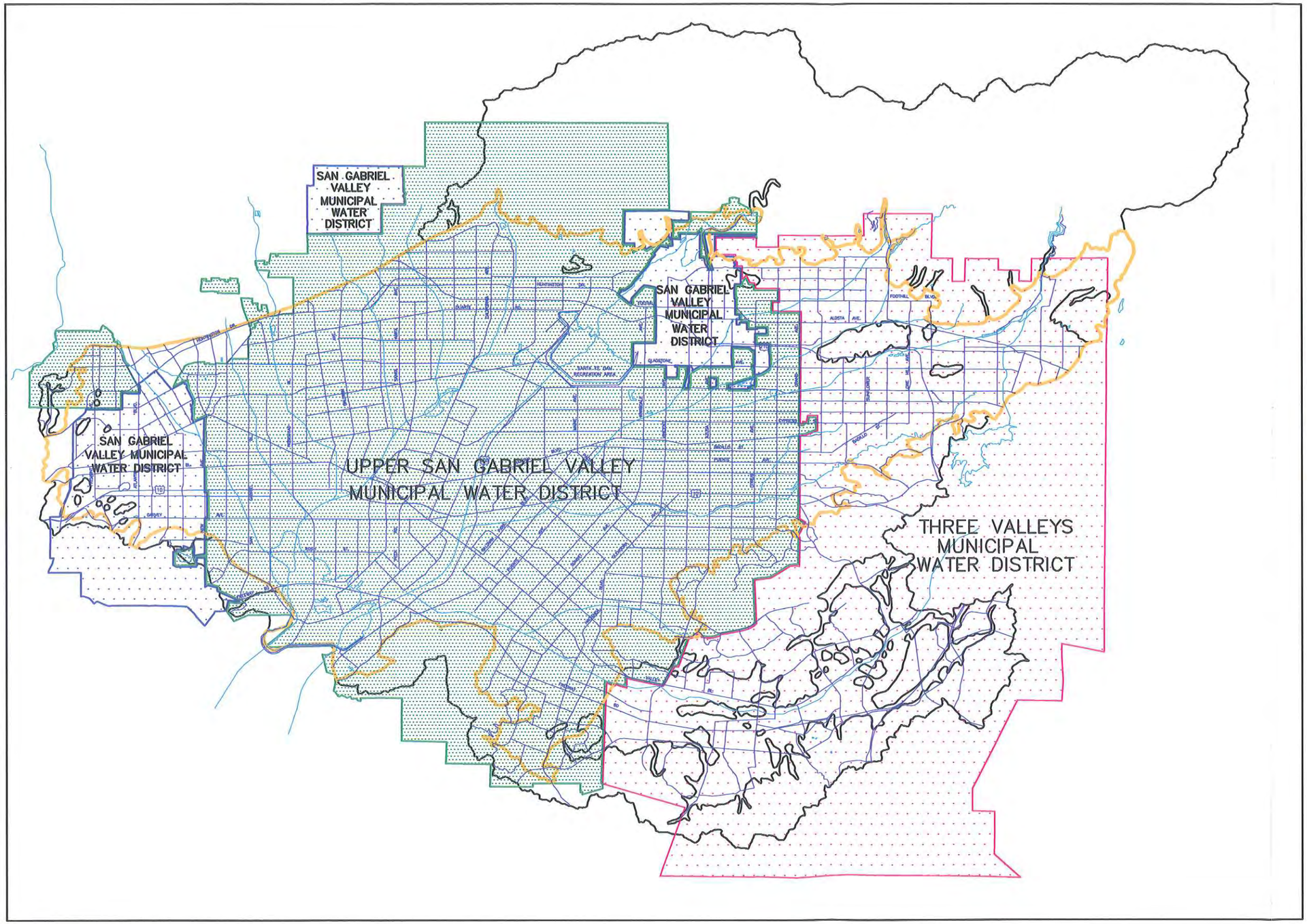
CALIFORNIA DOMESTIC WATER COMPANY

BASSETT WELLFIELD

PLATE 3

D:\JOBS\2124\2005UWMP\PLATES\PLATE 3.DWG
D:\JOBS\2012\15\PLATE 1.2.PC2



N

APPROXIMATE SCALE
1" = 9,500'

LEGEND

- UPPER SAN GABRIEL VALLEY MUNICIPAL WATER DISTRICT
- THREE VALLEYS MUNICIPAL WATER DISTRICT
- SAN GABRIEL VALLEY MUNICIPAL WATER DISTRICT
- MAIN SAN GABRIEL BASIN BOUNDARY

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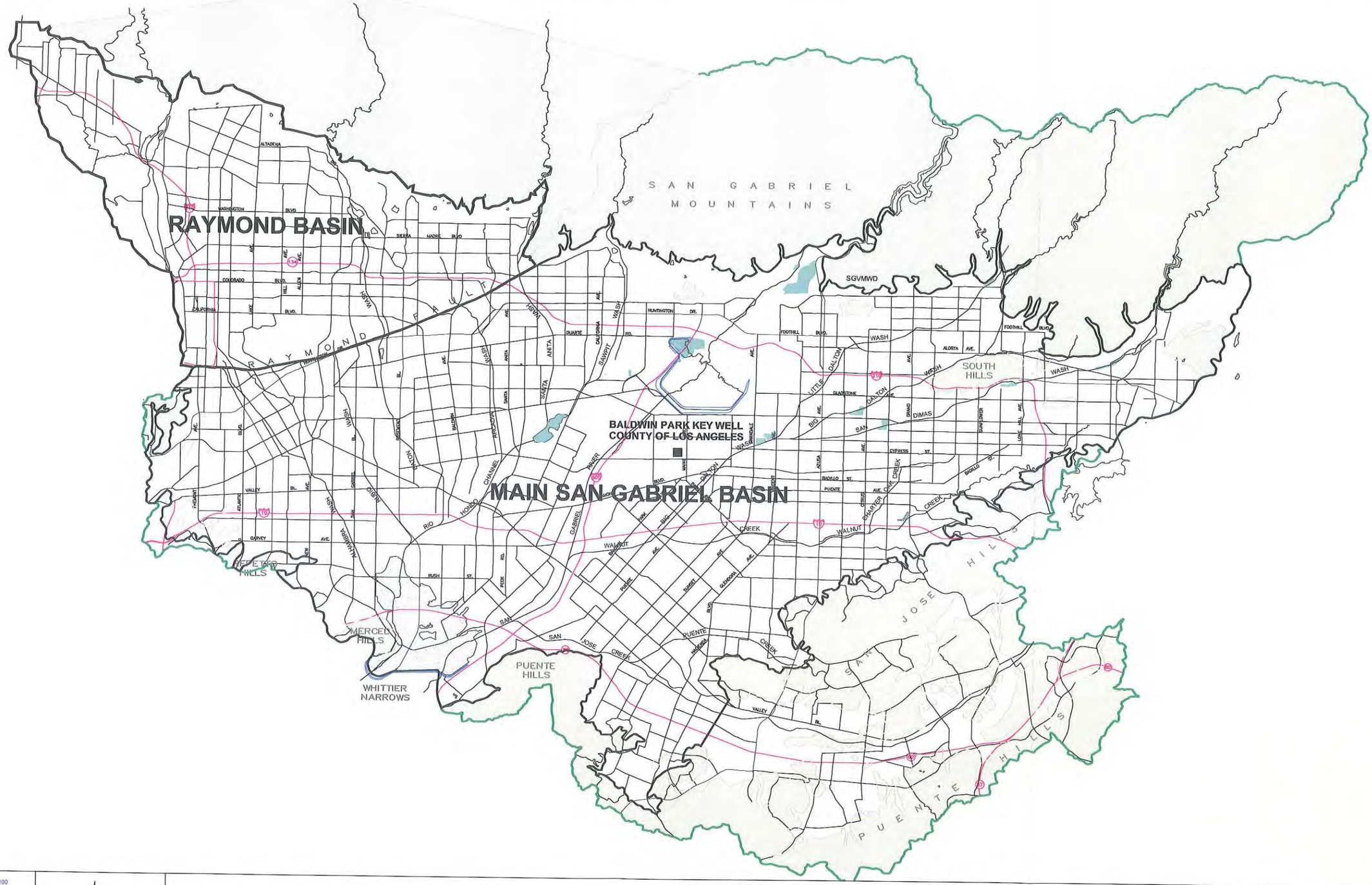
CALIFORNIA DOMESTIC WATER COMPANY

WATER DISTRICT BOUNDARIES



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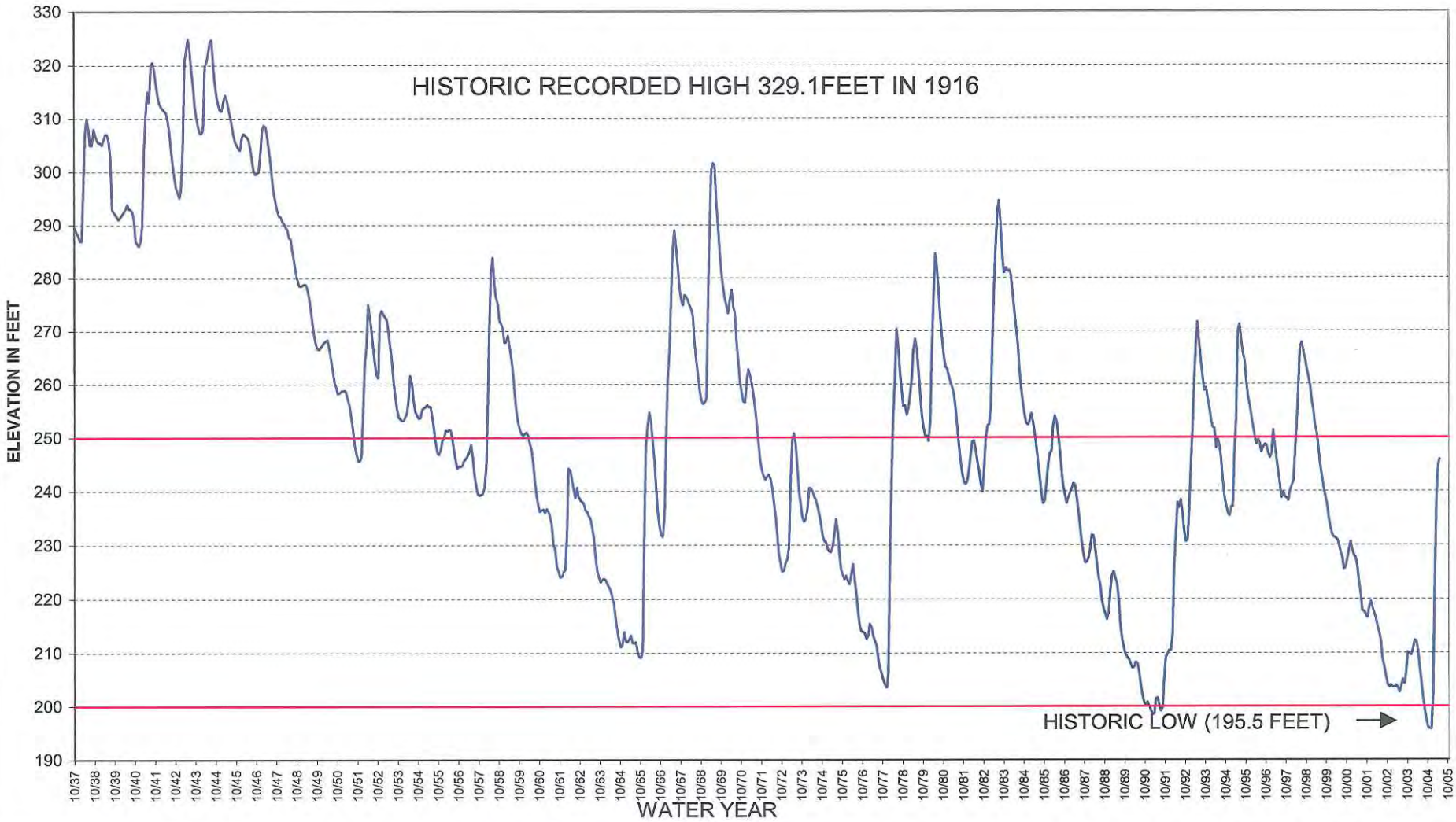
N

APPROXIMATE SCALE
1" = 11,000'

F:\JOBS\2124\2005 UWMP\PLATES\PLATE 5.DWG

CALIFORNIA DOMESTIC WATER COMPANY

MAIN SAN GABRIEL AND RAYMOND BASINS
SAN GABRIEL VALLEY



STETSON ENGINEERS INC.

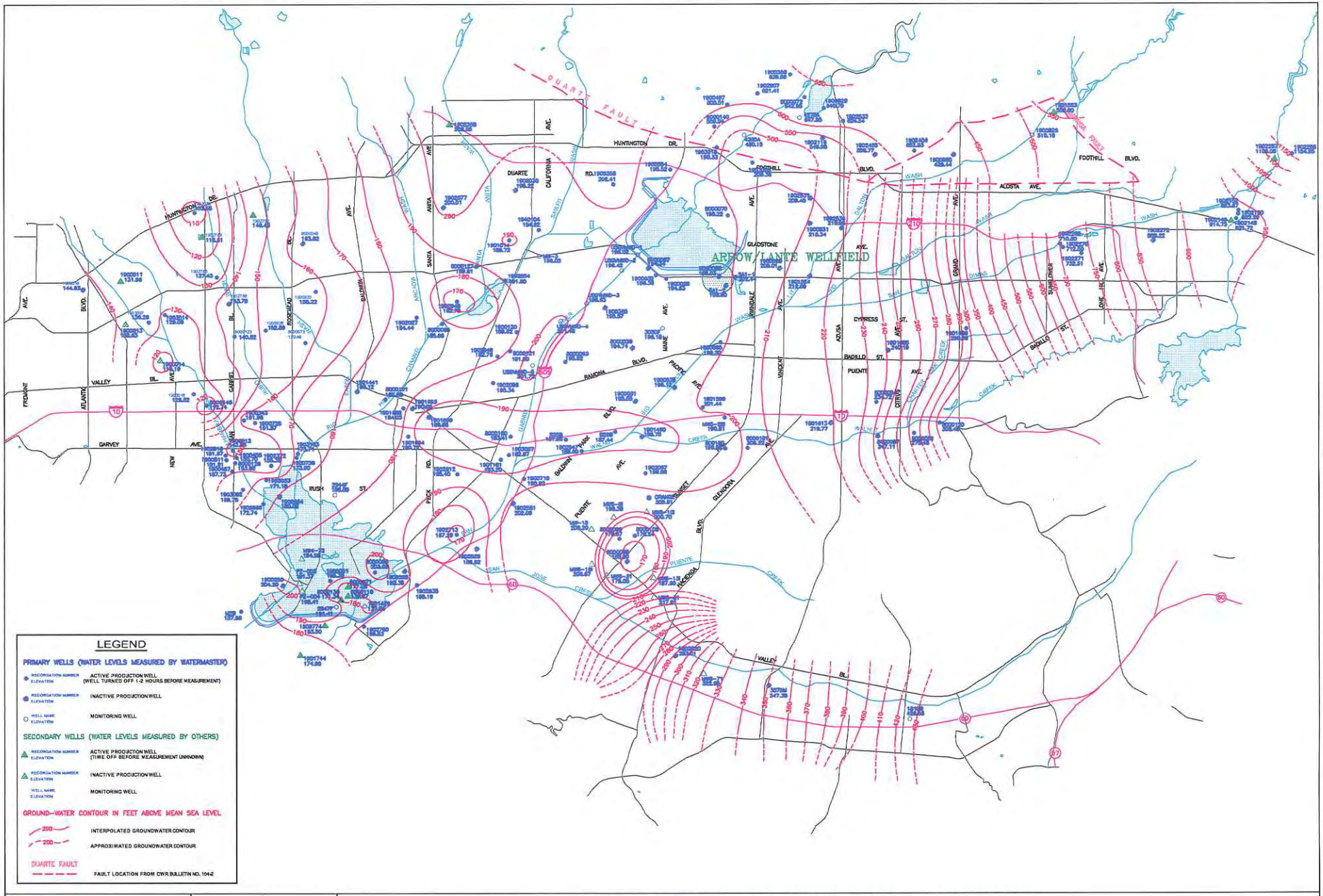
Covina San Rafael Mesa, Arizona

WATER RESOURCE ENGINEERS

CALIFORNIA DOMESTIC WATER COMPANY

HISTORIC BALDWIN PARK KEY WELL ELEVATION

PLATE 6



STETSON ENGINEERS INC.
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FAX: (626) 331-7965

2171 E Francisco Blvd., Suite K
San Rafael California 94901

2651 W Guadalupe Rd., Suite A209
Mesa Arizona 85202

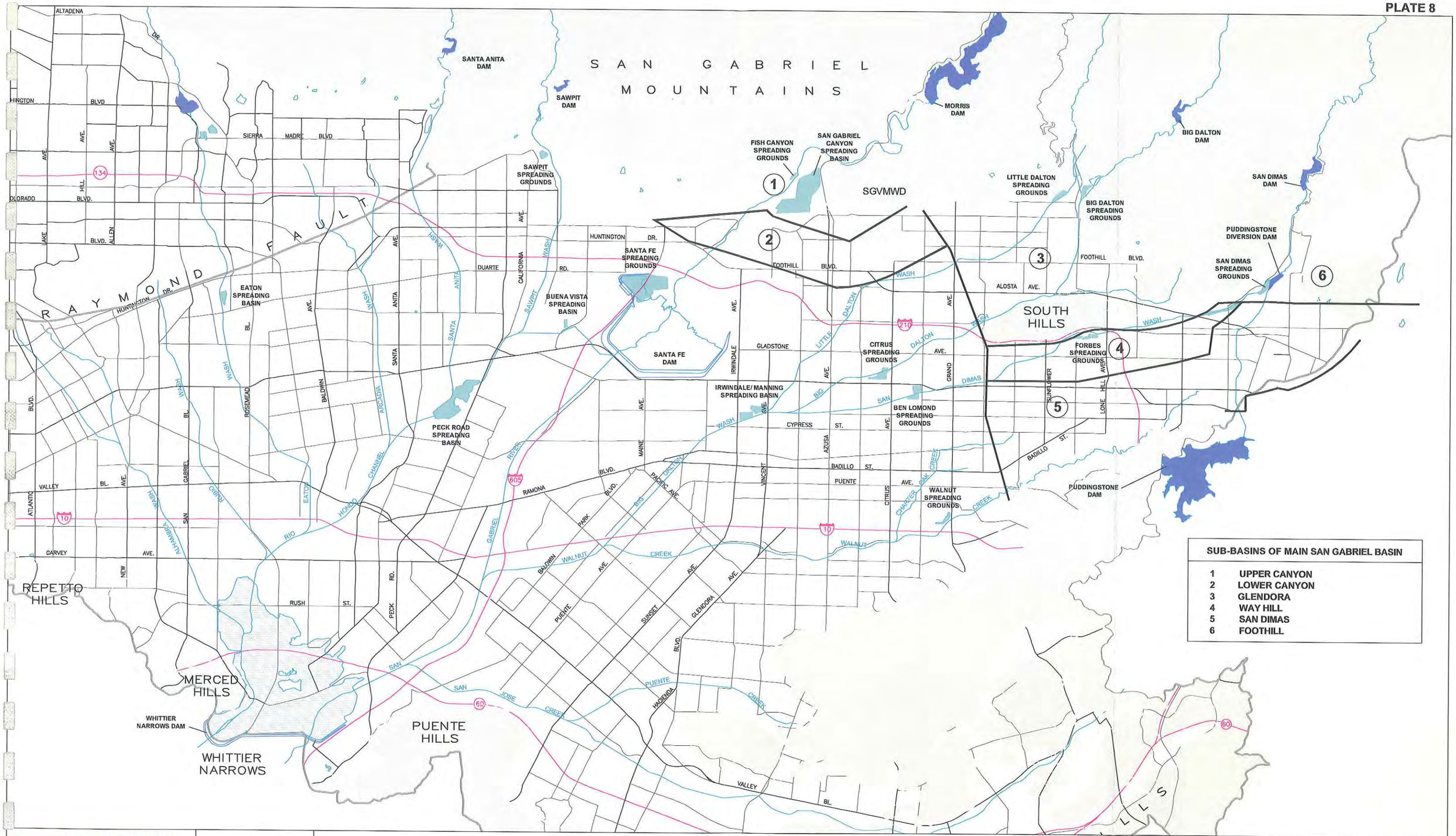
APPROXIMATE SCALE
6,000' 0 6,000'

CALIFORNIA DOMESTIC WATER COMPANY

GROUNDWATER CONTOUR MAP FOR SAN GABRIEL BASIN - JANUARY 2005

PLATE 7

E:\JOBS\2113\2005 UWMP\PLATE 5.DWG
E:\JOBS\1962-03(CONTOUR).CTB



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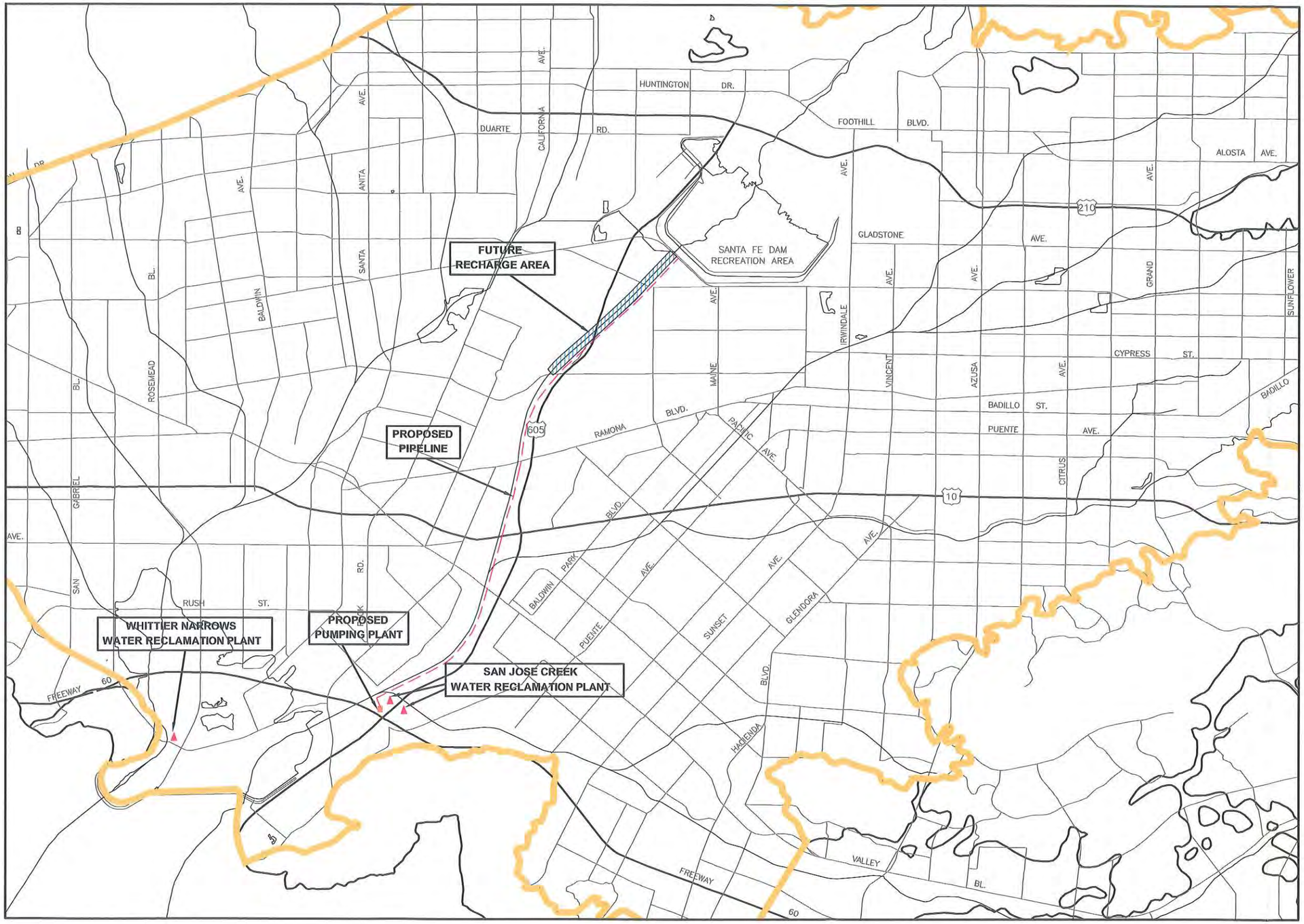
N

APPROXIMATE SCALE
1" = 7,000'

CALIFORNIA DOMESTIC WATER COMPANY

SAN GABRIEL VALLEY/ MAIN SAN GABRIEL BASIN

OBS\2124\2005 UWMP\PLATE 8.DWG
OBS\1046\1046-17\PLATE 3.DWG



N

APPROXIMATE SCALE
1" = 9,500'

LEGEND

- PROPOSED PIPELINE ALIGNMENT
- EXISTING WATER RECLAMATION PLANT
- PROPOSED PUMP STATION
- BASIN BOUNDARY AND WATERSHED

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CALIFORNIA DOMESTIC WATER COMPANY

WATER RECLAMATION PLANT LOCATIONS

APPENDIX A

URBAN WATER MANAGEMENT PLANNING ACT

Established: AB 797, Klehs, 1983
Amended: AB 2661, Klehs, 1990
AB 11X, Filante, 1991
AB 1869, Speier, 1991
AB 892, Frazee, 1993
SB 1017, McCorquodale, 1994
AB 2853, Cortese, 1994
AB 1845, Cortese, 1995
SB 1011, Polanco, 1995
AB 2552, Bates, 2000
SB 553, Kelley, 2000
SB 610, Costa, 2001
AB 901, Daucher, 2001
SB 672, Machado, 2001
SB 1348, Brulte, 2002
SB 1384, Costa, 2002
SB 1518, Torlakson, 2002
AB 105, Wiggins, 2004
SB 318, Alpert, 2004

CALIFORNIA WATER CODE DIVISION 6
PART 2.6. URBAN WATER MANAGEMENT PLANNING

CHAPTER 1. GENERAL DECLARATION AND POLICY

10610. This part shall be known and may be cited as the "Urban Water Management Planning Act."

10610.2. (a) The Legislature finds and declares all of the following:

(1) The waters of the state are a limited and renewable resource subject to ever-increasing demands.

(2) The conservation and efficient use of urban water supplies are of statewide concern; however, the planning for that use and the implementation of those plans can best be accomplished at the local level.

(3) A long-term, reliable supply of water is essential to protect the productivity of California's businesses and economic climate.

(4) As part of its long-range planning activities, every urban water supplier should make every effort to ensure the appropriate level of reliability in

its water service sufficient to meet the needs of its various categories of customers during normal, dry, and multiple dry water years.

(5) Public health issues have been raised over a number of contaminants that have been identified in certain local and imported water supplies.

(6) Implementing effective water management strategies, including groundwater storage projects and recycled water projects, may require specific water quality and salinity targets for meeting groundwater basins water quality objectives and promoting beneficial use of recycled water.

(7) Water quality regulations are becoming an increasingly important factor in water agencies' selection of raw water sources, treatment alternatives, and modifications to existing treatment facilities.

(8) Changes in drinking water quality standards may also impact the usefulness of water supplies and may ultimately impact supply reliability.

(9) The quality of source supplies can have a significant impact on water management strategies and supply reliability.

(b) This part is intended to provide assistance to water agencies in carrying out their long-term resource planning responsibilities to ensure adequate water supplies to meet existing and future demands for water.

10610.4. The Legislature finds and declares that it is the policy of the state as follows:

(a) The management of urban water demands and efficient use of water shall be actively pursued to protect both the people of the state and their water resources.

(b) The management of urban water demands and efficient use of urban water supplies shall be a guiding criterion in public decisions.

(c) Urban water suppliers shall be required to develop water management plans to actively pursue the efficient use of available supplies.

CHAPTER 2. DEFINITIONS

10611. Unless the context otherwise requires, the definitions of this chapter govern the construction of this part.

10611.5. "Demand management" means those water conservation measures, programs, and incentives that prevent the waste of water and promote the reasonable and efficient use and reuse of available supplies.

10612. "Customer" means a purchaser of water from a water supplier who uses the water for municipal purposes, including residential, commercial, governmental, and industrial uses.

10613. "Efficient use" means those management measures that result in the most effective use of water so as to prevent its waste or unreasonable use or unreasonable method of use.

10614. "Person" means any individual, firm, association, organization, partnership, business, trust, corporation, company, public agency, or any agency of such an entity.

10615. "Plan" means an urban water management plan prepared pursuant to this part. A plan shall describe and evaluate sources of supply, reasonable and practical efficient uses, reclamation and demand management activities. The components of the plan may vary according to an individual community or area's characteristics and its capabilities to efficiently use and conserve water. The plan shall address measures for residential, commercial, governmental, and industrial water demand management as set forth in Article 2 (commencing with Section 10630) of Chapter 3. In addition, a strategy and time schedule for implementation shall be included in the plan.

10616. "Public agency" means any board, commission, county, city and county, city, regional agency, district, or other public entity.

10616.5. "Recycled water" means the reclamation and reuse of wastewater for beneficial use.

10617. "Urban water supplier" means a supplier, either publicly or privately owned, providing water for municipal purposes either directly or indirectly to more than 3,000 customers or supplying more than 3,000 acre-feet of water annually. An urban water supplier includes a supplier or contractor for water, regardless of the basis of right, which distributes or sells for ultimate resale to customers. This part applies only to water supplied from public water systems subject to Chapter 4 (commencing with Section 116275) of Part 12 of Division 104 of the Health and Safety Code.

CHAPTER 3. URBAN WATER MANAGEMENT PLANS
Article 1. General Provisions

10620.

(a) Every urban water supplier shall prepare and adopt an urban water management plan in the manner set forth in Article 3 (commencing with Section 10640).

(b) Every person that becomes an urban water supplier shall adopt an urban water management plan within one year after it has become an urban water supplier.

(c) An urban water supplier indirectly providing water shall not include planning elements in its water management plan as provided in Article 2 (commencing with Section 10630) that would be applicable to urban water suppliers or public agencies directly providing water, or to their customers, without the consent of those suppliers or public agencies.

(d)

(1) An urban water supplier may satisfy the requirements of this part by participation in areawide, regional, watershed, or basinwide urban water management planning where those plans will reduce preparation costs and contribute to the achievement of conservation and efficient water use.

(2) Each urban water supplier shall coordinate the preparation of its plan with other appropriate agencies in the area, including other water suppliers that share a common source, water management agencies, and relevant public agencies, to the extent practicable.

(e) The urban water supplier may prepare the plan with its own staff, by contract, or in cooperation with other governmental agencies.

(f) An urban water supplier shall describe in the plan water management tools and options used by that entity that will maximize resources and minimize the need to import water from other regions.

10621.

(a) Each urban water supplier shall update its plan at least once every five years on or before December 31, in years ending in five and zero.

(b) Every urban water supplier required to prepare a plan pursuant to this part shall notify any city or county within which the supplier provides water supplies that the urban water supplier will be reviewing the plan and considering amendments or changes to the plan. The urban water supplier may consult with, and obtain comments from, any city or county that receives notice pursuant to this subdivision.

(c) The amendments to, or changes in, the plan shall be adopted and filed in the manner set forth in Article 3 (commencing with Section 10640).

Article 2. Contents of Plans

10630. It is the intention of the Legislature, in enacting this part, to permit levels of water management planning commensurate with the numbers of customers served and the volume of water supplied.

10631. A plan shall be adopted in accordance with this chapter and shall do all of the following:

(a) Describe the service area of the supplier, including current and projected population, climate, and other demographic factors affecting the supplier's water management planning. The projected population estimates shall be based upon data from the state, regional, or local service agency population projections within the service area of the urban water supplier and shall be in five-year increments to 20 years or as far as data is available.

(b) Identify and quantify, to the extent practicable, the existing and planned sources of water available to the supplier over the same five-year increments described in subdivision (a). If groundwater is identified as an existing or planned source of water available to the supplier, all of the following information shall be included in the plan:

(1) A copy of any groundwater management plan adopted by the urban water supplier, including plans adopted pursuant to Part 2.75 (commencing with Section 10750), or any other specific authorization for groundwater management.

(2) A description of any groundwater basin or basins from which the urban water supplier pumps groundwater. For those basins for which a court or the board has adjudicated the rights to pump groundwater, a copy of the order or decree adopted by the court or the board and a description of the amount of groundwater the urban water supplier has the legal right to pump under the order or decree.

For basins that have not been adjudicated, information as to whether the department has identified the basin or basins as overdrafted or has projected that the basin will become overdrafted if present management conditions continue, in the most current official departmental bulletin that characterizes the condition of the groundwater basin, and a detailed description of the efforts being undertaken by the urban water supplier to eliminate the long-term overdraft condition.

(3) A detailed description and analysis of the location, amount, and sufficiency of groundwater pumped by the urban water supplier for the past five years. The description and analysis shall be based on information that is reasonably available, including, but not limited to, historic use records.

(4) A detailed description and analysis of the amount and location of groundwater that is projected to be pumped by the urban water supplier. The description and analysis shall be based on information that is reasonably available, including, but not limited to, historic use records.

(c) Describe the reliability of the water supply and vulnerability to seasonal or climatic shortage, to the extent practicable, and provide data for each of the following:

(1) An average water year.
(2) A single dry water year.
(3) Multiple dry water years.

For any water source that may not be available at a consistent level of use, given specific legal, environmental, water quality, or climatic factors, describe plans to supplement or replace that source with alternative sources or water demand management measures, to the extent practicable.

(d) Describe the opportunities for exchanges or transfers of water on a short-term or long-term basis.

(e)

(1) Quantify, to the extent records are available, past and current water use, over the same five-year increments described in subdivision (a), and projected water use, identifying the uses among water use sectors including, but not necessarily limited to, all of the following uses:

(A) Single-family residential.
(B) Multifamily.
(C) Commercial.
(D) Industrial.
(E) Institutional and governmental.
(F) Landscape.
(G) Sales to other agencies.
(H) Saline water intrusion barriers, groundwater recharge, or conjunctive use, or any combination thereof.
(I) Agricultural.

(2) The water use projections shall be in the same five-year increments described in subdivision (a).

(f) Provide a description of the supplier's water demand management measures. This description shall include all of the following:

(1) A description of each water demand management measure that is currently being implemented, or scheduled for implementation, including the steps necessary to implement any proposed measures, including, but not limited to, all of the following:

(A) Water survey programs for single-family residential and multifamily residential customers.

(B) Residential plumbing retrofit.

(C) System water audits, leak detection, and repair.

(D) Metering with commodity rates for all new connections and retrofit of existing connections.

(E) Large landscape conservation programs and incentives.

(F) High-efficiency washing machine rebate programs.

(G) Public information programs.

(H) School education programs.

(I) Conservation programs for commercial, industrial, and institutional accounts.

(J) Wholesale agency programs.

(K) Conservation pricing.

(L) Water conservation coordinator.

(M) Water waste prohibition.

(N) Residential ultra-low-flush toilet replacement programs.

(2) A schedule of implementation for all water demand management measures proposed or described in the plan.

(3) A description of the methods, if any, that the supplier will use to evaluate the effectiveness of water demand management measures implemented or described under the plan.

(4) An estimate, if available, of existing conservation savings on water use within the supplier's service area, and the effect of the savings on the supplier's ability to further reduce demand.

(g) An evaluation of each water demand management measure listed in paragraph (1) of subdivision (f) that is not currently being implemented or scheduled for implementation. In the course of the evaluation, first consideration shall be given to water demand management measures, or combination of measures, that offer lower incremental costs than expanded or additional water supplies. This evaluation shall do all of the following:

(1) Take into account economic and noneconomic factors, including environmental, social, health, customer impact, and technological factors.

(2) Include a cost-benefit analysis, identifying total benefits and total costs.

(3) Include a description of funding available to implement any planned water supply project that would provide water at a higher unit cost.

(4) Include a description of the water supplier's legal authority to implement the measure and efforts to work with other relevant agencies to ensure the implementation of the measure and to share the cost of implementation.

(h) Include a description of all water supply projects and water supply programs that may be undertaken by the urban water supplier to meet the total projected water use as established pursuant to subdivision (a) of Section 10635. The urban water supplier shall include a detailed description of expected future projects and programs, other than the demand management programs identified pursuant to paragraph (1) of subdivision (f), that the urban water supplier may implement to increase the amount of the water supply available to the urban water supplier in average, single-dry, and multiple-dry water years. The description shall identify specific projects and include a description of the increase in water supply that is expected to be available from each project. The description shall include an estimate with regard to the implementation timeline for each project or program.

(i) Describe the opportunities for development of desalinated water, including, but not limited to, ocean water, brackish water, and groundwater, as a long-term supply.

(j) Urban water suppliers that are members of the California Urban Water Conservation Council and submit annual reports to that council

in accordance with the "Memorandum of Understanding Regarding Urban Water Conservation in California," dated September 1991, may submit the annual reports identifying water demand management measures currently being implemented, or scheduled for implementation, to satisfy the requirements of subdivisions (f) and (g).

(k) Urban water suppliers that rely upon a wholesale agency for a source of water, shall provide the wholesale agency with water use projections from that agency for that source of water in five-year increments to 20 years or as far as data is available. The wholesale agency shall provide information to the urban water supplier for inclusion in the urban water supplier's plan that identifies and quantifies, to the extent practicable, the existing and planned sources of water as required by subdivision (b), available from the wholesale agency to the urban water supplier over the same five-year increments, and during various water-year types in accordance with subdivision (c). An urban water supplier may rely upon water supply information provided by the wholesale agency in fulfilling the plan informational requirements of subdivisions (b) and (c), including, but not limited to, ocean water, brackish water, and groundwater, as a long-term supply.

10631.5. The department shall take into consideration whether the urban water supplier is implementing or scheduled for implementation, the water demand management activities that the urban water supplier identified in its urban water management plan, pursuant to Section 10631, in evaluating applications for grants and loans made available pursuant to Section 79163. The urban water supplier may submit to the department copies of its annual reports and other relevant documents to assist the department in determining whether the urban water supplier is implementing or scheduling the implementation of water demand management activities.

10632. The plan shall provide an urban water shortage contingency analysis which includes each of the following elements which are within the authority of the urban water supplier:

(a) Stages of action to be undertaken by the urban water supplier in response to water supply shortages, including up to a 50 percent reduction in water supply, and an outline of specific water supply conditions which are applicable to each stage.

(b) An estimate of the minimum water supply available during each of the next three water years based on the driest three-year historic sequence for the agency's water supply.

(c) Actions to be undertaken by the urban water supplier to prepare for, and implement during, a catastrophic interruption of water supplies including,

but not limited to, a regional power outage, an earthquake, or other disaster.

(d) Additional, mandatory prohibitions against specific water use practices during water shortages, including, but not limited to, prohibiting the use of potable water for street cleaning.

(e) Consumption reduction methods in the most restrictive stages. Each urban water supplier may use any type of consumption reduction methods in its water shortage contingency analysis that would reduce water use, are appropriate for its area, and have the ability to achieve a water use reduction consistent with up to a 50 percent reduction in water supply.

(f) Penalties or charges for excessive use, where applicable.

(g) An analysis of the impacts of each of the actions and conditions described in subdivisions (a) to (f), inclusive, on the revenues and expenditures of the urban water supplier, and proposed measures to overcome those impacts, such as the development of reserves and rate adjustments.

(h) A draft water shortage contingency resolution or ordinance.

(i) A mechanism for determining actual reductions in water use pursuant to the urban water shortage contingency analysis.

10633. The plan shall provide, to the extent available, information on recycled water and its potential for use as a water source in the service area of the urban water supplier. The preparation of the plan shall be coordinated with local water, wastewater, groundwater, and planning agencies that operate within the supplier's service area, and shall include all of the following:

(a) A description of the wastewater collection and treatment systems in the supplier's service area, including a quantification of the amount of wastewater collected and treated and the methods of wastewater disposal.

(b) A description of the quantity of treated wastewater that meets recycled water standards, is being discharged, and is otherwise available for use in a recycled water project.

(c) A description of the recycled water currently being used in the supplier's service area, including, but not limited to, the type, place, and quantity of use.

(d) A description and quantification of the potential uses of recycled water, including, but not limited to, agricultural irrigation, landscape irrigation, wildlife habitat enhancement, wetlands, industrial reuse, groundwater recharge, and other appropriate uses, and a determination with regard to the technical and economic feasibility of serving those uses.

(e) The projected use of recycled water within the supplier's service area at the end of 5, 10, 15, and 20 years, and a description of the actual use of recycled water in comparison to uses previously projected pursuant to this subdivision.

(f) A description of actions, including financial incentives, which may be taken to encourage the use of recycled water, and the projected results of these actions in terms of acre-feet of recycled water used per year.

(g) A plan for optimizing the use of recycled water in the supplier's service area, including actions to facilitate the installation of dual distribution systems, to promote recirculating uses, to facilitate the increased use of treated wastewater that meets recycled water standards, and to overcome any obstacles to achieving that increased use.

10634. The plan shall include information, to the extent practicable, relating to the quality of existing sources of water available to the supplier over the same five-year increments as described in subdivision (a) of Section 10631, and the manner in which water quality affects water management strategies and supply reliability.

Article 2.5 Water Service Reliability

10635.

(a) Every urban water supplier shall include, as part of its urban water management plan, an assessment of the reliability of its water service to its customers during normal, dry, and multiple dry water years. This water supply and demand assessment shall compare the total water supply sources available to the water supplier with the total projected water use over the next 20 years, in five-year increments, for a normal water year, a single dry water year, and multiple dry water years. The water service reliability assessment shall be based upon the information compiled pursuant to Section 10631, including available data from state, regional, or local agency population projections within the service area of the urban water supplier.

(b) The urban water supplier shall provide that portion of its urban water management plan prepared pursuant to this article to any city or county within which it provides water supplies no later than 60 days after the submission of its urban water management plan.

(c) Nothing in this article is intended to create a right or entitlement to water service or any specific level of water service.

(d) Nothing in this article is intended to change existing law concerning an urban water supplier's obligation to provide water service to its existing customers or to any potential future customers.

Articl 3. Adoption and Implementation of Plans

10640. Every urban water supplier required to prepare a plan pursuant to this part shall prepare its plan pursuant to Article 2 (commencing with Section 10630).

The supplier shall likewise periodically review the plan as required by Section 10621, and any amendments or changes required as a result of that review shall be adopted pursuant to this article.

10641. An urban water supplier required to prepare a plan may consult with, and obtain comments from, any public agency or state agency or any person who has special expertise with respect to water demand management methods and techniques.

10642. Each urban water supplier shall encourage the active involvement of diverse social, cultural, and economic elements of the population within the service area prior to and during the preparation of the plan. Prior to adopting a plan, the urban water supplier shall make the plan available for public inspection and shall hold a public hearing thereon. Prior to the hearing, notice of the time and place of hearing shall be published within the jurisdiction of the publicly owned water supplier pursuant to Section 6066 of the Government Code. The urban water supplier shall provide notice of the time and place of hearing to any city or county within which the supplier provides water supplies. A privately owned water supplier shall provide an equivalent notice within its service area. After the hearing, the plan shall be adopted as prepared or as modified after the hearing.

10643. An urban water supplier shall implement its plan adopted pursuant to this chapter in accordance with the schedule set forth in its plan.

10644.

(a) An urban water supplier shall file with the department and any city or county within which the supplier provides water supplies a copy of its plan no later than 30 days after adoption. Copies of amendments or changes to the

plans shall be filed with the department and any city or county within which the supplier provides water supplies within 30 days after adoption.

(b) The department shall prepare and submit to the Legislature, on or before December 31, in the years ending in six and one, a report summarizing the status of the plans adopted pursuant to this part. The report prepared by the department shall identify the outstanding elements of the individual plans. The department shall provide a copy of the report to each urban water supplier that has filed its plan with the department. The department shall also prepare reports and provide data for any legislative hearings designed to consider the effectiveness of plans submitted pursuant to this part.

10645. Not later than 30 days after filing a copy of its plan with the department, the urban water supplier and the department shall make the plan available for public review during normal business hours.

CHAPTER 4. MISCELLANEOUS PROVISIONS

10650. Any actions or proceedings to attack, review, set aside, void, or annul the acts or decisions of an urban water supplier on the grounds of noncompliance with this part shall be commenced as follows:

(a) An action or proceeding alleging failure to adopt a plan shall be commenced within 18 months after that adoption is required by this part.

(b) Any action or proceeding alleging that a plan, or action taken pursuant to the plan, does not comply with this part shall be commenced within 90 days after filing of the plan or amendment thereto pursuant to Section 10644 or the taking of that action.

10651. In any action or proceeding to attack, review, set aside, void, or annul a plan, or an action taken pursuant to the plan by an urban water supplier on the grounds of noncompliance with this part, the inquiry shall extend only to whether there was a prejudicial abuse of discretion. Abuse of discretion is established if the supplier has not proceeded in a manner required by law or if the action by the water supplier is not supported by substantial evidence.

10652. The California Environmental Quality Act (Division 13 (commencing with Section 21000) of the Public Resources Code) does not apply to the preparation and adoption of plans pursuant to this part or to the implementation of actions taken pursuant to Section 10632. Nothing in this part shall be interpreted as exempting from the California Environmental Quality Act any project that would significantly affect water supplies for fish and wildlife, or any project for implementation of the plan, other than projects implementing Section 10632, or any project for expanded or additional water supplies.

10653. The adoption of a plan shall satisfy any requirements of state law, regulation, or order, including those of the State Water Resources Control Board and the Public Utilities Commission, for the preparation of water management plans or conservation plans; provided, that if the State Water Resources Control Board or the Public Utilities Commission requires additional information concerning water conservation to implement its existing authority, nothing in this part shall be deemed to limit the board or the commission in obtaining that information. The requirements of this part shall be satisfied by any urban water demand management plan prepared to meet federal laws or regulations after the effective date of this part, and which substantially meets the requirements of this part, or by any existing urban water management plan which includes the contents of a plan required under this part.

10654. An urban water supplier may recover in its rates the costs incurred in preparing its plan and implementing the reasonable water conservation measures included in the plan. Any best water management practice that is included in the plan that is identified in the "Memorandum of Understanding Regarding Urban Water Conservation in California" is deemed to be reasonable for the purposes of this section.

10655. If any provision of this part or the application thereof to any person or circumstances is held invalid, that invalidity shall not affect other provisions or applications of this part which can be given effect without the invalid provision or application thereof, and to this end the provisions of this part are severable.

10656. An urban water supplier that does not prepare, adopt, and submit its urban water management plan to the department in accordance with this part, is ineligible to receive funding pursuant to Division 24 (commencing with Section 78500) or Division 26 (commencing with Section 79000), or receive drought assistance from the state until the urban water management plan is submitted pursuant to this article.

10657.

(a) The department shall take into consideration whether the urban water supplier has submitted an updated urban water management plan that is consistent with Section 10631, as amended by the act that adds this section, in determining whether the urban water supplier is eligible for funds made available pursuant to any program administered by the department.

(b) This section shall remain in effect only until January 1, 2006, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2006, deletes or extends that date.

APPENDIX B

SUB-AGENCY COORDINATION

California Domestic Water Company

MEMORANDUM

TO: City Clerk

FROM: California Domestic Water Company

SUBJECT: Urban Water Management Plan

DATE: August 8, 2005

The Urban Water Management Planning Act requires every "urban water supplier[1]" to prepare and adopt an Urban Water Management Plan (UWMP) and periodically update that plan at least once every five years on or before December 31, in years ending in five and zero. The UWMP is a planning document and a source document to direct urban water suppliers to evaluate and compare their water supply and reliability to their existing water conservation efforts. California Domestic Water Company (CDWC) is currently in the process of preparing a 2005 UWMP.

As an urban water supplier, CDWC is required pursuant to Section 10621 of the UWMP Act to notify all cities or counties within our service area that we will be reviewing the UWMP and will make amendments and changes, as appropriate. CDWC encourages all cities that fall within our boundaries to participate in the development of the 2005 UWMP by providing any input and comments.

In accordance with Section 10621 CDWC will provide the City of Brea with a copy of the UWMP within 60 days after submission of our UWMP to Department of Water Resources in response to a written request.

If you have any questions regarding the update of the UWMP please contact our consultants, Stetson Engineers Inc., at (626) 967-9202.

[1] Section 10617 of the Urban Water Management Planning Act states, *"Urban Water Supplier" means a supplier, either publicly or privately owned, providing water for municipal purposes either directly or indirectly to more than 3,000 customers or supplying more than 3,000 acre-feet of water annually.*

15505 E Whittier Blvd. • PO Box 1338 • Whittier, CA 90609-1338 • Tel 562-947-3811 • Fax 562-947-8843

California Domestic Water Company

MEMORANDUM

TO: City Clerk

FROM: California Domestic Water Company

SUBJECT: Urban Water Management Plan

DATE: August 8, 2005

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If you have any questions regarding the update of the UWMP please contact our consultants, Stetson Engineers Inc., at (626) 967-9202.

[1] Section 10617 of the Urban Water Management Planning Act states, *"Urban Water Supplier" means a supplier, either publicly or privately owned, providing water for municipal purposes either directly or indirectly to more than 3,000 customers or supplying more than 3,000 acre-feet of water annually.*

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California Domestic Water Company

MEMORANDUM

TO: Office of the County Clerk
Board of Supervisors

FROM: California Domestic Water Company

SUBJECT: Urban Water Management Plan

DATE: August 8, 2005

The Urban Water Management Planning Act requires every "urban water supplier[1]" to prepare and adopt an Urban Water Management Plan (UWMP) and periodically update that plan at least once every five years on or before December 31, in years ending in five and zero. The UWMP is a planning document and a source document to direct urban water suppliers to evaluate and compare their water supply and reliability to their existing water conservation efforts. California Domestic Water Company (CDWC) is currently in the process of preparing a 2005 UWMP.

As an urban water supplier, CDWC is required pursuant to Section 10621 of the UWMP Act to notify all cities or counties within our service area that we will be reviewing the UWMP and will make amendments and changes, as appropriate. CDWC encourages all cities that fall within our boundaries to participate in the development of the 2005 UWMP by providing any input and comments.

In accordance with Section 10621 CDWC will provide the County of Los Angeles with a copy of the UWMP within 60 days after submission of our UWMP to Department of Water Resources in response to a written request.

If you have any questions regarding the update of the UWMP please contact our consultants, Stetson Engineers Inc., at (626) 967-9202.

[1] Section 10617 of the Urban Water Management Planning Act states, *"Urban Water Supplier" means a supplier, either publicly or privately owned, providing water for municipal purposes either directly or indirectly to more than 3,000 customers or supplying more than 3,000 acre-feet of water annually.*

15505 E Whittier Blvd. • PO Box 1338 • Whittier, CA 90609-1338 • Tel 562-947-3811 • Fax 562-947-8843

California Domestic
Water Company

15505 E Whittier Blvd.
PO Box 1338
Whittier, CA 90609-1338

County of Los Angeles
Office of the County Clerk
Board of Supervisors
500 W. Temple St.
Los Angeles, CA 90012

California Domestic Water Company

MEMORANDUM

TO: County of Orange
Attn: Bryan Speegle, Director
Resources and Development Management Department

FROM: California Domestic Water Company

SUBJECT: Urban Water Management Plan

DATE: August 8, 2005

The Urban Water Management Planning Act requires every "urban water supplier[1]" to prepare and adopt an Urban Water Management Plan (UWMP) and periodically update that plan at least once every five years on or before December 31, in years ending in five and zero. The UWMP is a planning document and a source document to direct urban water suppliers to evaluate and compare their water supply and reliability to their existing water conservation efforts. California Domestic Water Company (CDWC) is currently in the process of preparing a 2005 UWMP.

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If you have any questions regarding the update of the UWMP please contact our consultants, Stetson Engineers Inc., at (626) 967-9202.

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15505 E Whittier Blvd. • PO Box 1338 • Whittier, CA 90609-1338 • Tel 562-947-3811 • Fax 562-947-8843

County of Orange
Bryan Speegle, Director
Resources & Development Management Dept.
300 N. Flower St, 8th Floor
Santa Ana, CA 92703

(714)834-4726

California Domestic
Water Company

15505 E Whittier Blvd.
PO Box 1338
Whittier, CA 90609-1338

County of Orange
Attn: Bryan Speegle
300 N. Flower St, 8th floor
Santa Ana, CA 92703

California Domestic Water Company

MEMORANDUM

TO: County of Los Angeles Dept of Regional Planning
Attn: Julie Lowry, General Plan Development Department

FROM: California Domestic Water Company

SUBJECT: Urban Water Management Plan

DATE: August 8, 2005

The Urban Water Management Planning Act requires every "urban water supplier[1]" to prepare and adopt an Urban Water Management Plan (UWMP) and periodically update that plan at least once every five years on or before December 31, in years ending in five and zero. The UWMP is a planning document and a source document to direct urban water suppliers to evaluate and compare their water supply and reliability to their existing water conservation efforts. California Domestic Water Company (CDWC) is currently in the process of preparing a 2005 UWMP.

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In accordance with Section 10621 CDWC will provide the County of Los Angeles with a copy of the UWMP within 60 days after submission of our UWMP to Department of Water Resources in response to a written request.

If you have any questions regarding the update of the UWMP please contact our consultants, Stetson Engineers Inc., at (626) 967-9202.

[1] Section 10617 of the Urban Water Management Planning Act states, *"Urban Water Supplier" means a supplier, either publicly or privately owned, providing water for municipal purposes either directly or indirectly to more than 3,000 customers or supplying more than 3,000 acre-feet of water annually.*

15505 E Whittier Blvd. • PO Box 1338 • Whittier, CA 90609-1338 • Tel 562-947-3811 • Fax 562-947-8843

Julie Lowry
General Plan Development Department
Los Angeles County Dept of Regional Planning
320 W. Temple St, Room 1356
Los Angeles, CA 90012

APPENDIX C

LONG BEACH JUDGMENT

Superior Court of the State of California
For the County of Los Angeles

BOARD OF WATER COMMISSIONERS OF THE CITY OF LONG BEACH, et al., *Plaintiffs* vs. SAN GABRIEL VALLEY WATER COMPANY, et al., *Defendants*	**No. 722647** **SETTLEMENT DOCUMENTS**

STIPULATION FOR JUDGMENT
JUDGMENT
MAP OF WHITTIER NARROWS
ENGINEERING APPENDIX
REIMBURSEMENT CONTRACT

Approved by Joint Negotiating Committees July 6, 1964.

EXHIBIT NO. 7

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

BOARD OF WATER COMMISSIONERS OF THE CITY OF LONG BEACH, a municipal corporation; CENTRAL BASIN MUNICIPAL WATER DISTRICT, a municipal water district; and CITY OF COMPTON, a municipal corporation,

Plaintiffs,

vs.

SAN GABRIEL VALLEY WATER COMPANY, a corporation; AZUSA AGRICULTURAL WATER COMPANY, a corporation; AZUSA VALLEY WATER COMPANY, a corporation; CALIFORNIA WATER & TELEPHONE COMPANY, a corporation; THE COLUMBIA LAND AND WATER COMPANY, a corporation; COVINA IRRIGATING COMPANY, a corporation; CROSS WATER COMPANY, a corporation; DUARTE WATER COMPANY, a corporation; EAST PASADENA WATER CO. LTD., a corporation; GLENDORA IRRIGATING COMPANY, a corporation; SAN DIMAS WATER COMPANY, a corporation; SOUTHERN CALIFORNIA WATER COMPANY, a corporation; SUBURBAN WATER SYSTEMS, a corporation; SUNNY SLOPE WATER CO., a corporation; VALLECITO WATER CO., a corporation; CITY OF ALHAMBRA, a municipal corporation; CITY OF ARCADIA, a municipal corporation; CITY OF AZUSA, a municipal corporation; CITY OF COVINA, a municipal corporation; CITY OF EL MONTE, a municipal corporation; CITY OF GLENDORA, a municipal corporation; CITY OF MONROVIA, a municipal corporation; CITY OF MONTEREY PARK, a municipal corporation; CITY OF SOUTH PASADENA, a municipal corporation; BALDWIN PARK COUNTY WATER DISTRICT, a county water district; and SAN GABRIEL COUNTY WATER DISTRICT, a county water district,

Defendants,

UPPER SAN GABRIEL VALLEY MUNICIPAL WATER

NO. 722,647

STIPULATION FOR JUDGMENT

DISTRICT, a municipal water district, and CALIFORNIA DOMESTIC WATER COMPANY, a corporation,

Intervenors.

Plaintiffs Central Basin Municipal Water District, a municipal water district (herein sometimes referred to as Central Municipal); City of Long Beach, a municipal corporation, acting by and through the Board of Water Commissioners of the City of Long Beach; and City of Compton, a municipal corporation; and defendants City of Alhambra, a municipal corporation; City of Arcadia, a municipal corporation; City of Azusa, a municipal corporation; Azusa Agricultural Water Company, a corporation, sued herein as DOE 1; Azusa Valley Water Company, a corporation, for itself and as successor by merger to Azusa Irrigating Company, a corporation; Baldwin Park County Water District, a county water district; California Water and Telephone Company, a corporation; Columbia Land and Water Company, a corporation; City of Covina, a municipal corporation; Covina Irrigating Company, a corporation; Cross Water Company, a corporation, sued herein as DOE 2; Duarte Water Company (formerly Duarte Domestic Water Company), a corporation; East Pasadena Water Company, Ltd., a corporation, for itself and as successor by merger to California-Michigan Land and Water Company, a corporation; City of El Monte, a municipal corporation; City of Glendora, a municipal corporation; Glendora Irrigating Company, a corporation; City of Monrovia, a municipal corporation; City of Monterey Park, a municipal corporation; San Dimas Water Company, a corporation, sued herein as DOE 3; San Gabriel County Water District, a county water district; San Gabriel Valley Water Company, a corporation; Southern California Water Company, a corporation; City of South Pasadena, a municipal corporation; Suburban Water Systems, a corporation; Sunny Slope Water Company, a corporation; and Vallecito Water Company, a corporation; and

intervening defendant Upper San Gabriel Valley Municipal Water District, a municipal water district (herein sometimes referred to as Upper District); and intervening defendant California Domestic Water Company, a corporation; stipulate and agree as follows:

1. A Judgment in the form attached hereto as Exhibit I may be made and entered by the Court in the above-entitled action.

2. The following facts, considerations and objectives, among others, provide the basis for this Stipulation for Judgment:

(a) By their complaint plaintiffs seek a determination of the rights of the defendants, other than Upper District, in and to the waters of the San Gabriel River System and further seek to restrain defendants, other than Upper District, from an alleged interference with the rights of plaintiffs and persons represented by Central Municipal in and to said waters.

(b) At the present time, and for some time prior to the commencement of this action, the water supply of the San Gabriel River System has been inadequate to supply the diversions and extractions of both plaintiffs and defendants other than Central Municipal and Upper District but including the persons represented by Central Municipal and by Upper District, and as a result said diversions and extractions have exceeded, and still exceed, the natural replenishment of the water supply of the San Gabriel River System.

(c) The parties recognize and agree that the natural outflow from the San Gabriel Valley

to the Lower Area as defined in the Judgment has varied, and will vary from year to year, depending on the amount of precedent rainfall and other conditions.

(d) The parties recognize and agree that there is a need for a declaration of rights and a physical solution for the problems resulting from the inadequate and varying water supplies of the San Gabriel River System.

(e) The parties agree that the physical solution contained in said Judgment will bring about a fair division of the water of the San Gabriel River System as between plaintiffs and defendants other than Central Municipal and Upper District but including the persons represented by Central Municipal and by Upper District.

(f) The parties recognize that it may be necessary for defendants or some of them to use supplemental water in order to comply with the obligations imposed under said physical solution.

(g) Defendant Upper District is now a member unit of The Metropolitan Water District of Southern California, which will be supplied with water from sources in northern California under an existing contract with the State of California. Certain of the defendants not within the area of defendant Upper District are within the area of San Gabriel Valley Municipal Water District, which district also has contracted with the State of California for delivery of water from sources in northern California. It is anticipated that the

importation of this water will augment the natural supply of ground water within Upper Area as defined in the Judgment. Defendant Upper District intends to replenish the San Gabriel Valley with supplemental supplies.

3. The parties hereto hereby waive any and all Findings of Fact, Conclusions of Law, and any and all notice of the making or entry herein of the attached form of Judgment, and all rights of appeal, if any, from such Judgment.

4. Plaintiffs and defendants agree that during the period prior to entry of the attached form of Judgment, they will cooperate in endeavoring to collect such information as the Watermaster would obtain if the attached form of Judgment had been entered and the Watermaster had been appointed by the Court pursuant to paragraph 6 of the Judgment, which information is herein referred to as "said information." To that end, the parties hereto hereby agree that promptly following the complete execution of this stipulation by all parties, Upper District and Central Municipal shall each notify the other in writing as to the identity of the person who it expects will be nominated as the representative of Upper Area Parties or Lower Area Parties, as the case may be, under paragraph 6 of the Judgment. Upon receiving such notice, Upper District and Central Municipal shall each instruct its designated nominee that until the attached form of Judgment is entered and the Watermaster has been appointed pursuant to paragraph 6 of the Judgment he shall in cooperation with the other designated nominee do all things reasonably necessary to obtain such of said information as is available from the parties hereto or any public agency.

5. Judgment shall not be rendered pursuant hereto unless and until the execution of this stipulation by Central Basin Municipal Water District and by Upper San Gabriel Valley

Municipal Water District shall have been validated by a decree or decrees rendered in a proceeding or proceedings instituted in a court of competent jurisdiction of the State of California, and either such decree or decrees shall have become final or both of said Districts shall have further stipulated that said Judgment shall be rendered.

6. This stipulation may be executed in counterparts (each counterpart being an exact copy or duplicate of the original) and all counterparts collectively shall be considered as constituting one complete Stipulation for Judgment.

DATED: _____, 1964.

Attorneys (for the respective party listed opposite and to the right of the respective attorneys listed below)	Signature of Stipulating Party and Its Designation of Mailing Address
Leonard Putnam City Attorney Clifford E. Hayes Principal Deputy City Attorney City of Long Beach	Board of Water Commissioners of the City of Long Beach
By _____	By _____ Its _____ President
	By _____ Its _____ Secretary
Burris & Lagerlof Stanley C. Lagerlof H. Jess Senecal Jack T. Swafford	1800 East Wardlow Road Long Beach 7, California
By _____	

Burris & Lagerlof
Stanley C. Lagerlof
H. Jess Senecal
Jack T. Swafford

By _____

Central Basin Municipal Water District

By _____

Its President

By _____

Its Secretary

7439 East Florence Avenue
Downey, California

Lloyd A. Bulloch
City Attorney
City of Compton

_____

City of Compton

By _____

Its Mayor

205 South Willowbrook Avenue
Compton, California

Burris & Lagerlof
Stanley C. Lagerlof
H. Jess Senecal
Jack T. Swafford

By _____

Don D. Bercu
City Attorney
City of Alhambra

_____

City of Alhambra

By _____

Its Mayor

City Hall
111 South First Street
Alhambra, California

Taylor & Smith

By _____

James A. Nicklin
City Attorney
City of Arcadia

_____

Surr & Hellyer

By _____

Clayson, Stark, Rothrock
& Mann

By _____

City of Arcadia

By _____

Its Mayor

City Hall
Arcadia, California

Harry C. Williams
City Attorney
City of Azusa

_____

Taylor & Smith

By _____

City of Azusa

By _____

Its Mayor

City Hall
213 East Foothill Boulevard
Azusa, California

Taylor & Smith

By _____

Azusa Agricultural Water Company

By _____

Its ____ President

By _____

Its _____ Secretary

18352 East Foothill Boulevard
Azusa, California

Surr & Hellyer

By _____

Clayson, Stark, Rothrock
& Mann

By _____

Azusa Valley Water Company

By _____

Its ____ President

By _____

Its _____ Secretary

P. O. Box "W"
Azusa, California

Surr & Hellyer

By _____

Clayson, Stark, Rothrock & Mann

By _____

Baldwin Park County Water District

By _____

Its ____ President

By _____

Its _____ Secretary

14521 East Ramona Boulevard
Baldwin Park, California

Bacigalupi, Elkus & Salinger

By _____

Surr & Hellyer

By _____

Clayson, Stark, Rothrock & Mann

By _____

California Water & Telephone Company

By _____

Its ____ President

By _____

Its _____ Secretary

300 Montgomery Street
San Francisco, California

Allard, Shelton & O'Connor

By _____

Surr & Hellyer

By _____

Clayson, Stark, Rothrock & Mann

By _____

Columbia Land & Water Company

By _____

Its ____ President

By _____

Its _____ Secretary

P. O. Box 296
San Dimas, California

Allard, Shelton & O'Connor

By _____

Surr & Hellyer

By _____

Clayson, Stark, Rothrock
& Mann

By _____

Kerckhoff & Kerckhoff

By _____

Surr & Hellyer

By _____

Clayson, Stark, Rothrock
& Mann

By _____

George C. Gillette

_____

Henry W. Shatford
Shatford & Shatford

By _____

Surr & Hellyer

By _____

Clayson, Stark, Rothrock
& Mann

By _____

City of Covina

By _____

Its Mayor

City Hall
Covina, California

Covina Irrigating Company

By _____

Its ____ President

By _____

Its _____ Secretary

146 East College Street
Covina, California

Cross Water Company

By _____

Its ____ President

By _____

Its _____ Secretary

15825 East Main Street
La Puente, California

Duarte Water Company

By _____

Its ____ President

By _____

Its _____ Secretary

1101 South Oak Avenue
Duarte, California

Gray & Maddox

By _____

Surr & Hellyer

By _____

Clayson, Stark, Rothrock
& Mann

By _____

East Pasadena Water Company, Ltd.

By _____

Its ____ President

By _____

Its _____ Secretary

269 South Rosemead
Pasadena, California

James A. Nicklin
City Attorney
City of El Monte

_____

Surr & Hellyer

By _____

Clayson, Stark, Rothrock
& Mann

By _____

City of El Monte

By _____

Its Mayor

City Hall
El Monte, California

Leonard A. Shelton
City Attorney
City of Glendora

_____

Surr & Hellyer

By _____

Clayson, Stark, Rothrock
& Mann

By _____

City of Glendora

By _____

Its Mayor

City Hall
Glendora, California

Allard, Shelton & O'Connor

By _____

Surr & Hellyer

By _____

Clayson, Stark, Rothrock
& Mann

By _____

Glendora Irrigating Company

By _____

Its ____ President

By _____

Its _____ Secretary

224 North Michigan Avenue
Glendora, California

Homer H. Bell
City Attorney
City of Monrovia

_____

Surr & Hellyer

By _____

Clayson, Stark, Rothrock
& Mann

By _____

City of Monrovia

By _____

Its Mayor

City Hall
Monrovia, California

Charles R. Martin
City Attorney
City of Monterey Park

_____

Taylor & Smith

By _____

City of Monterey Park

By _____

Its Mayor

City Hall
320 West Newmark Avenue
Monterey Park, California

Allard, Shelton & O'Connor

By _____

Surr & Hellyer

By _____

Clayson, Stark, Rothrock
& Mann

By _____

Surr & Hellyer

By _____

Clayson, Stark, Rothrock
& Mann

By _____

J. E. Skelton

_____

Surr & Hellyer

By _____

Clayson, Stark, Rothrock
& Mann

By _____

San Dimas Water Company

By _____

Its ____ President

By _____

Its _____ Secretary

P. O. Box 181
San Dimas, California

San Gabriel County Water District

By _____

Its ____ President

By _____

Its _____ Secretary

8229 East Las Tunas Drive
San Gabriel, California

San Gabriel Valley Water Company

By _____

Its ____ President

By _____

Its _____ Secretary

11142 Garvey Avenue
El Monte, California

O'Melveny & Myers

By _____

Surr & Hellyer

By _____

Clayson, Stark, Rothrock
& Mann

By _____

Charles R. Martin
City Attorney
City of South Pasadena

_____

Surr & Hellyer

By _____

Clayson, Stark, Rothrock
& Mann

By _____

Frank E. Gray

_____

Surr & Hellyer

By _____

Clayson, Stark, Rothrock
& Mann

By _____

Hahn & Hahn

By _____

Southern California Water Company

By _____

Its ____ President

By _____

Its _____ Secretary

11911 South Vermont Avenue
Los Angeles 44, California

City of South Pasadena

By _____

Its Mayor

825 Mission Street
South Pasadena, California

Suburban Water Systems

By _____

Its ____ President

By _____

Its _____ Secretary

16340 East Maplegrove Street
La Puente, California

Sunny Slope Water Company

By _____

Its ____ President

By _____

Its _____ Secretary

1040 El Campo Drive
Pasadena, California

Surr & Hellyer

By _____

Clayson, Stark, Rothrock & Mann

By _____

Stearns, Gross and Moore

By _____

Ralph B. Helm

_____

Vallecito Water Company

By _____

Its ____ President

By _____

Its _____ Secretary

749 South Ninth Avenue
City of Industry, California

California Domestic Water Company

By _____

Its ____ President

By _____

Its _____ Secretary

P. O. Box 1026, Perry Annex
Whittier, California

Upper San Gabriel Valley Municipal Water District

By _____

Its ____ President

By _____

Its _____ Secretary

11229 East Valley Boulevard
El Monte, California

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

BOARD OF WATER COMMISSIONERS OF THE CITY OF LONG BEACH, a municipal corporation; CENTRAL BASIN MUNICIPAL WATER DISTRICT, a municipal water district; and CITY OF COMPTON, a municipal corporation, Plaintiffs, vs. SAN GABRIEL VALLEY WATER COMPANY, a corporation; AZUSA AGRICULTURAL WATER COMPANY, a corporation; AZUSA VALLEY WATER COMPANY, a corporation; CALIFORNIA WATER & TELEPHONE COMPANY, a corporation; THE COLUMBIA LAND AND WATER COMPANY, a corporation; COVINA IRRIGATING COMPANY, a corporation; CROSS WATER COMPANY, a corporation; DUARTE WATER COMPANY, a corporation; EAST PASADENA WATER CO. LTD., a corporation; GLENDORA IRRIGATING COMPANY, a corporation; SAN DIMAS WATER COMPANY, a corporation; SOUTHERN CALIFORNIA WATER COMPANY, a corporation; SUBURBAN WATER SYSTEMS, a corporation; SUNNY SLOPE WATER CO., a corporation; VALLECITO WATER CO., a corporation; CITY OF ALHAMBRA, a municipal corporation; CITY OF ARCADIA, a municipal corporation; CITY OF AZUSA, a municipal corporation; CITY OF COVINA, a municipal corporation; CITY OF EL MONTE, a municipal corporation; CITY OF GLENDORA, a municipal corporation; CITY OF MONROVIA, a municipal corporation; CITY OF MONTEREY PARK, a municipal corporation; CITY OF SOUTH PASADENA, a municipal corporation; BALDWIN PARK COUNTY WATER DISTRICT, a county water district; and SAN GABRIEL COUNTY WATER DISTRICT, a county water district, Defendants, UPPER SAN GABRIEL VALLEY MUNICIPAL WATER	NO. 722,647 JUDGMENT

DISTRICT, a municipal water district, and CALIFORNIA DOMESTIC WATER COMPANY, a corporation,

Intervenors.

The original complaint herein was filed by Plaintiffs on May 12, 1959, and an amended complaint was filed herein on June 8, 1961. Each Defendant in this action filed an answer to the amended complaint denying the material allegations therein. On _____, 1964, and _____, 1964, respectively, Upper San Gabriel Valley Municipal Water District, a municipal water district, and California Domestic Water Company, a corporation, intervened in the action as Defendants. On _____, 1964, there was filed herein a Stipulation for Judgment signed by all of the parties to this action.

After due examination and consideration of the pleadings, said Stipulation for Judgment and other documents and papers on file herein, it appears to the Court that:

(a) In bringing and maintaining this action, plaintiff Central Basin Municipal Water District, a municipal water district, has done so as a representative of and for the benefit of all owners of water rights within, all owners of land within, and all inhabitants of, the district, except to the extent that defendant California Domestic Water Company is representing itself.

(b) In intervening in this action, defendant Upper San Gabriel Valley Municipal Water District, a municipal water district, has done so as representative of and for the benefit of all owners of water rights within, all owners of land within, and all inhabitants of, the district, except to the extent that other Defendants who are within the district are representing themselves.

(c) There is a need for a physical solution to the complex water problems which have given rise to this action.

(d) The physical solution embodied in this Judgment is a feasible, equitable and just resolution of the issues presented by the amended complaint and answers thereto on file herein, and it will bring about a fair division of the water supply of the San Gabriel River System between Upper Area and Lower Area, as those terms are hereinafter defined.

(e) On the basis of the Stipulation for Judgment filed herein and the consent of all Plaintiffs and Defendants it is in the interests of justice and in furtherance of the water policy of the State of California to proceed without trial and to make and enter this Judgment.

Now, therefore, it is hereby ORDERED, ADJUDGED AND DECREED:

JURISDICTION 1. The Court has jurisdiction of the subject matter of this action and of the Upper Area Parties and Lower Area Parties, as those terms are hereinafter defined.

EXHIBITS 2. The following Exhibits marked A and B, are attached to this Judgment and made a part hereof:

(a) Exhibit A -- Map entitled "Rio Hondo and San Gabriel River in Vicinity of Whittier Narrows Dam".

(b) Exhibit B -- Engineering Appendix.

DEFINITIONS 3. As used in this Judgment, the following terms shall have the meanings assigned to them:

(a) Central Municipal -- Central Basin Municipal Water District.

(b) Upper District -- Upper San Gabriel Valley Municipal Water District.

(c) Lower Area Parties -- the Plaintiffs, and

all persons, firms and corporations, public or private, who are represented by Central Municipal.

(d) Upper Area Parties -- the Defendants, and all persons, firms and corporations, public or private, who are represented by Upper District.

(e) Upper Area -- the area (exclusive of the Raymond Basin and the portion of San Gabriel Mountains tributary thereto) wherein surface and subsurface waters are tributary to Whittier Narrows upstream from the common boundary of Upper District and Central Municipal through Whittier Narrows.

(f) Lower Area -- the area which lies downstream from the common boundary of Central Municipal and Upper District through Whittier Narrows and which is included within the incorporated limits of the Plaintiffs.

(g) Whittier Narrows -- a gap between Merced Hills and Puente Hills shown on Exhibit A.

(h) Montebello Forebay -- the area designated as such on Exhibit A.

(i) Export to Lower Area -- water diverted from surface streams in Upper Area or pumped or developed from underground sources in Upper Area, and in either case conveyed by conduit through Whittier Narrows.

(j) Subsurface Flow -- all water which passes as ground water through Whittier Narrows at the "narrowest section" as shown on Exhibit A.

(k) Surface Flow -- all water other than Export to Lower Area and Subsurface Flow, which passes from Upper Area to Lower Area through Whittier Narrows.

(l) Usable Water -- all Surface Flow, Subsurface Flow and Export to Lower Area, but excluding:

(1) that portion of Surface Flow, if any, which crosses the southerly boundary of Montebello Forebay as surface runoff less the amount of Surface Flow which has been caused to flow out of Montebello Forebay as surface runoff by any spreading of water in Montebello Forebay by or on behalf of Lower Area Parties, or any of them;

(2) water imported by or on behalf of Lower Area Parties from outside of the watershed of the San Gabriel River System;

(3) Reclaimed Water, as defined in subparagraph (o) herein, provided, however, that Reclaimed Water (other than that reclaimed by or on behalf of Lower Area Parties) which is percolated and commingled with ground water in Upper Area shall be deemed Subsurface Flow, Surface Flow, or Export to Lower Area as the case may be, when and if it passes through Whittier Narrows;

(4) that portion, if any, of Export to Lower Area which in any Water Year after September 30, 1966, exceeds 23,395 acre-feet;

(5) Make-up Water, as defined in subpara-

graph (m) herein; and

(6) any water whether flowing on the surface or beneath the surface of the ground which has passed any of the points of surface measurement in Whittier Narrows shown on Exhibit B and prior to its passing from Upper Area to Lower Area is intercepted and returned upstream by conduit or otherwise so that it could again pass any such points of measurement.

(m) Make-up Water -- water of usable quality for ground water recharge required to be delivered to Lower Area under terms of paragraph 5 of this Judgment.

(n) Water Year -- October 1 through the following September 30.

(o) Reclaimed Water -- water reclaimed from sewage generated in the watershed of the San Gabriel River System above Whittier Narrows.

DECLARATION OF RIGHT

4. Lower Area Parties have rights in the water supply of the San Gabriel River System. The nature and extent of such rights is not known; however, Lower Area Parties and all other persons downstream from Whittier Narrows who receive water from the San Gabriel River System or have rights in and to such water, shall have, as against Upper Area Parties and all other pumpers of water in the San Gabriel Valley, a right to receive from Upper Area an average annual usable supply of ninety-eight thousand four hundred fifteen (98,415) acre-feet of water over a long-term period of normal rainfall derived as set forth in Exhibit B, consisting

of Surface Flow, Subsurface Flow, Export to Lower Area and Make-up Water. If in the future a court of competent jurisdiction shall decree that any person downstream from Whittier Narrows within Central and West Basin Water Replenishment District who is not bound by this Judgment, shall have, as against Upper Area Parties and substantially all other pumpers in the San Gabriel Valley, a right to receive from Upper Area a stated amount of usable supply consisting of Surface Flow, Subsurface Flow, Export to Lower Area or Make-up Water, which right arose out of and is based upon the ownership of land or the production of water downstream from Whittier Narrows and within Central and West Basin Water Replenishment District, then and in that event the stated amount of such right so decreed shall not increase the declared rights as set forth in this paragraph 4.

PHYSICAL SOLUTION

5. In recognition of the complexities of annual supply and demand and variations in the components thereof, the Court hereby declares the following physical solution to be a fair and equitable basis for satisfaction of the declared right set forth in paragraph 4 hereof. Compliance with this paragraph 5 shall constitute full and complete satisfaction of said declared right.

AVERAGE ANNUAL ENTITLEMENT

(a) It is determined that the amount of Lower Area average annual entitlement to Usable Water is ninety-eight thousand four hundred fifteen (98,415) acre-feet.

BASIS OF ANNUAL ENTITLEMENT

(b) The outflow of water from Upper Area through Whittier Narrows to Lower Area has

varied from year to year and will vary from year to year in the future depending on changing conditions of supply and demand; and as to any Water Year, the average annual rainfall for the San Gabriel Valley during the ten (10) consecutive Water Years ending with that Water Year, is a reasonable basis for determining the entitlement of Lower Area to Usable Water for such Water Year.

DETERMINATION OF RAINFALL

(c) The rainfall in each Water Year for the San Gabriel Valley shall be determined by application of the procedures described in Exhibit B.

RAINFALL ADJUSTMENT TABLE

(d) The quantity of water which Lower Area is entitled to receive in any Water Year (hereinafter called Lower Area Annual Entitlement) shall be determined in accordance with the following table, except that no determination of Lower Area Annual Entitlement shall be made for the last year of any Long-term Accounting Period as hereinafter defined.

TABLE A

LOWER AREA ANNUAL ENTITLEMENT
BASED ON 10-YEAR AVERAGE RAINFALL
FOR SAN GABRIEL VALLEY

(In Acre-feet)

Inches of Rain-fall	0	.1	.2	.3	.4	.5	.6	.7	.8	.9
14	64,200	64,900	65,700	66,500	67,200	68,000	68,700	69,500	70,300	71,100
15	71,800	72,600	73,400	74,100	74,900	75,600	76,400	77,200	77,900	78,700
16	79,500	80,200	81,000	81,800	82,600	83,300	84,000	84,800	85,600	86,400
17	87,100	87,900	88,700	89,400	90,200	91,000	91,500	92,500	93,200	94,000
18	94,800	95,300	96,200	96,900	97,600	98,300	98,800	99,500	100,100	100,800
19	101,400	102,000	102,700	103,300	103,900	104,500	105,100	105,700	106,300	107,000
20	107,600	108,200	108,800	109,400	110,100	110,700	111,300	111,900	112,500	113,100
21	113,700	114,300	115,000	115,600	116,200	116,800	117,400	118,100	118,600	119,300
22	119,900	120,400	121,000	121,600	122,200	122,700	123,300	123,900	124,400	125,000
23	125,500	126,100	126,700	127,200	127,800	128,400	128,900	129,500	130,100	130,600
24	131,200	131,700	132,200	132,700	133,100	133,700	134,100	134,700	135,100	135,600

DETERMINATION OF ACCRUED DEBIT OR CREDIT

(e) The difference between the aggregate of water entitlements determined as provided in this Judgment and the aggregate of Usable Water and delivered Make-up Water shall be computed as of the end of each Water Year. Any excess of water entitlements over the quantity of Usable Water and Make-up Water received by Lower Area after September 30, 1963, is hereinafter referred to as Accrued Debit of Upper Area. Any excess of Usable Water and Make-up Water received by Lower Area after September 30, 1963, over water entitlements, is hereinafter referred to as Accrued Credit of Upper Area.

ACCRUED DEBIT

(f) If at the end of any Water Year it is determined pursuant to subparagraph (e) of this paragraph 5 that there is an Accrued Debit of Upper Area, then Upper District shall cause Make-up Water to be delivered to Lower Area during the following Water Year in an amount not less than the sum of (1) one-third of such Accrued Debit of Upper Area, and (2) that portion, if any, of such Accrued Debit of Upper Area over 25,000 acre-feet which remains after deducting said one-third. If Upper District shall fail to deliver Make-up Water as next above provided and Plaintiffs shall have diligently pursued their legal and equitable remedies to cause Upper District to so deliver, and either: (1) it shall be finally determined that Upper District is not obligated to so deliver, or (2) it shall appear that Upper District will not thereafter deliver Make-up Water, then Defendants and any successor or successors in interest by title to a Defendant's water right in Upper Area shall be obligated to so deliver Make-up Water. The provisions of this paragraph are subject to the provisions of paragraph 5(h) below.

ACCRUED CREDIT

(g) If at the end of any Water Year it is determined pursuant to subparagraph (e) of this paragraph 5 that there is an Accrued Credit of Upper Area, then there shall be no obligation to deliver Make-up Water to Lower Area during the following Water Year.

LONG-TERM ACCOUNTING

(h) Following September 30, 1963, a Long-term Accounting shall be made from time to time but not sooner than at the end of 15 Water Years, nor later than 25 Water Years after September 30, 1963, or after the last such accounting, whichever is later. A Long-term Accounting shall be made sooner than said 25-year period whenever the average annual rainfall in the San Gabriel Valley for a period of 15 Water Years or more after September 30, 1963, or after the last such accounting, whichever is later, is at least 18 inches but not more than 19 inches.

In making such Long-term Accounting for any such period (herein called Long-term Accounting Period), the aggregate of all Usable Water and Make-up Water received by Lower Area during such period shall be determined and (a) there shall be deducted from said aggregate the amount of Make-up Water, if any, delivered during such period by reason of the existence of an Accrued Debit of Upper Area at the end of the immediately preceding Long-term Accounting Period, or (b) there shall be added to said aggregate the amount of any Accrued Credit of Upper Area determined to exist at the end of the immediately preceding Long-term Accounting Period. The net aggregate amount of Usable Water and Make-up Water so computed shall be compared to the result to be obtained by (1) multiplying the 98,415 acre-feet of water to be received by

Lower Area as its average annual usable supply by the number of Water Years in the Long-term Accounting Period, and (2) adjusting the product by the percentage by which the average annual rainfall (to the nearest one hundredth of an inch) for the Long-term Accounting Period involved exceeds or is less than 18.52 inches. (i.e.:

$$98{,}415 \times (\text{number of Water Years in Period}) \times \frac{(\text{average rainfall for the Period})}{18.52}.)$$

If as a result of such comparison it is determined that there is a deficiency in the net aggregate amount of Usable Water and Make-up Water received during the Long-term Accounting Period, then such deficiency shall be compensated in the following Water Year by delivery of Make-up Water to Lower Area in the manner and by the means provided herein. If it is determined as a result of such comparison that there is an excess of net aggregate Usable Water and Make-up Water received, then the amount of such excess shall be carried forward as an Accrued Credit of Upper Area.

MAKE-UP WATER DELIVERY

(i) Make-up Water which Defendants are obligated to deliver through Upper District may be delivered by any one or more of the following means:

SURFACE FLOW DELIVERY

(1) By causing water other than Reclaimed Water to flow on the surface into Montebello Forebay by any means and from any source, provided that such deliveries shall

be at such rates or flows and at such times as may be scheduled by the Watermaster.

RECLAIMED WATER CREDIT

(2) By paying to Central Municipal for the benefit of all Lower Area Parties the total amount or any portion of the total amount which Central and West Basin Water Replenishment District or any Plaintiff shall have expended in reclaiming water or for the purchase of Reclaimed Water in the preceding Water Year, and which water when so reclaimed or purchased shall have been passed through Whittier Narrows to Lower Area. Upon written request made by Upper District not later than three months after the end of a Water Year, Central Municipal shall give a written notice to Upper Distric and the Watermaster of the total number of acre-feet of such Reclaimed Water so reclaimed or purchased during the preceding Water Year and of the cost per acre-foot therefor at the existing Whittier Narrows Water Reclamation Plant for reclamation of waste water, and at any future additions thereto, and payment therefor at said cost, or costs, may be made not later than one year after receipt of such written notice. Such payment shall be made for the total production of Reclaimed Water from the existing plant in the preceding Water Year before Upper District shall be entitled to make payment for all, or any portion of,

Reclaimed Water produced in that year by any future addition to that plant. Such payment by Upper District on behalf of Defendants shall be deemed a delivery of Make-up Water equal to the quantity of Reclaimed Water for which the expenditure of a like sum would have paid at the cost, or costs, per acre-foot so paid for such Reclaimed Water. In no event, however, shall any payment by Upper District under this subparagraph (i)(2) be deemed a delivery of Make-up Water in excess of 14,735 acre-feet in any Water Year during which the amount of Make-up Water required to be furnished by Upper Area is available to it at ground water replenishment rates for delivery to Lower Area, except with the prior written consent of Plaintiffs.

DIRECT DELIVERY

(3) By delivering, or causing to be delivered, water to any of Lower Area Parties with consent of Plaintiffs for use in Lower Area.

WATER RIGHTS BOUND

(j) It is further determined and adjudicated that the obligations provided above in subparagraphs (f) and (h) of this paragraph 5 for each Defendant shall constitute and be a servitude upon the existing water rights of each Defendant in and to the water supply of the San Gabriel River System upstream from Lower Area and shall run with and forever bind said water rights for the benefit of the water

rights of Lower Area Parties.

TRANSFER OF WATER RIGHTS

(k) If any Defendant, other than Upper District, shall desire to transfer all or any of its said water rights to a person, firm or corporation, public or private, who or which is not then bound by this Judgment as a Defendant, such Defendant shall as a condition to being discharged as hereinafter provided cause such transferee to appear in this action and file a valid and effective express assumption of the obligations imposed upon such Defendant under this Judgment as to such transferred water rights. Such appearance and assumption of obligations shall include the filing of a designation of the address to which shall be mailed all notices, requests, objections, reports and other papers permitted or required by the terms of this Judgment.

If any Defendant shall have transferred all of its said water rights and each transferee not theretofore bound by this Judgment as a Defendant shall have appeared in this action and filed a valid and effective express assumption of the obligations imposed upon such Defendant under this Judgment as to such transferred water rights, such transferring Defendant shall thereupon be discharged from all obligations hereunder. If any Defendant other than Upper District shall cease to own any rights in and to the water supply of the San Gabriel River System upstream from Lower Area, and shall have caused the appearance

and assumption provided for in the third preceding sentence with respect to each voluntary transfer, then upon application to this Court and after notice and hearing such Defendant shall thereupon be relieved and discharged from all further obligations hereunder. Any such discharge of any Defendant hereunder shall not impair the aggregate rights of Lower Area Parties or the responsibility hereunder of the remaining Defendants or any of the successors.

WATERMASTER PROVISIONS

WATERMASTER APPOINTMENT

6. A Watermaster comprised of three persons to be nominated as hereinafter provided shall be appointed by and serve at the pleasure of and until further order of this Court. One shall be a representative of Upper Area Parties nominated by and through Upper District, one shall be a representative of Lower Area Parties nominated by and through Central Municipal, and one shall be jointly nominated by Upper District and Central Municipal. If a dispute arises in choosing the joint appointee, the Court shall make the appointment. If Central Municipal or Upper District shall at any time or times nominate a substitute appointee in place of the appointee last appointed to represent Lower Area Parties, in the case of Central Municipal, or to represent Upper Area Parties, in the case of Upper District, or if Central Municipal and Upper District shall at any time or times jointly nominate a substitute appointee in place of the joint appointee last appointed,

such substitute appointee shall be appointed by the Court in lieu of such last appointee or joint appointee. Each such nomination shall be made in writing, served upon the other parties to this action and filed with the Court. The Watermaster when so appointed shall administer and enforce the provisions of this Judgment and the instructions and subsequent orders of this Court.

POWERS AND DUTIES

7. The Watermaster shall have the following powers and duties and shall take all steps necessary to make the following determinations for each Water Year promptly after the end of such Water Year:

(a) the amount of Surface Flow,

(b) the amount of Subsurface Flow,

(c) the amount of Export to Lower Area,

(d) the amount of water which passed as Surface Flow or Subsurface Flow across the boundary between Upper Area and Lower Area through Whittier Narrows and which was imported by or on behalf of Lower Area Parties from outside of the watershed of the San Gabriel River System above Whittier Narrows,

(e) the amount and quality of Reclaimed Water reclaimed by or on behalf of Lower Area,

(f) the total amount of Make-up Water delivered to Lower Area, together with the respective amounts delivered by each method specified in paragraph 5 of this Judgment,

(g) the amount of Usable Water received by Lower Area,

(h) the amount of local storm inflow, originating in Lower Area, to the channel of

each of Rio Hondo and San Gabriel River within Montebello Forebay,

(i) the surface outflow from Montebello Forebay in the channel of each of the Rio Hondo and San Gabriel River,

(j) the number of inches of depth of average rainfall in the San Gabriel Valley,

(k) the average annual rainfall in the San Gabriel Valley for the ten consecutive Water Years just ended,

(l) Lower Area Annual Entitlement or the entitlement for the Long-term Accounting Period, determined pursuant to subparagraph (d) or (h), respectively, of paragraph 5 of this Judgment,

(m) Accrued Debit of Upper Area, if any, or Accrued Credit of Upper Area, if any, as it exists at the end of such Water Year, and

(n) the amount, if any, of Make-up Water which Upper District is obligated to deliver during the following Water Year.

DETERMINATIONS TO BE BASED ON EXHIBIT B

8. Each of the above required determinations shall be based on and conform to the procedures specified in this Judgment and in Exhibit B insofar as said exhibit provides a procedure.

REPORTS MEASUREMENTS AND DATA

9. The Watermaster shall report to the Court and to each party in writing at the same time and not more than five months after the end of each Water Year the determinations required by paragraph 7 above.

The Watermaster shall cause to be installed and maintained in good working order such measuring

devices in Whittier Narrows and elsewhere as are necessary or required and not otherwise available for the making of the determinations required by paragraph 7 above.

The Watermaster shall collect and assemble from each of the parties, and the parties shall make available to the Watermaster, such records, reports and other data as may reasonably be required in the making of the determinations required of the Watermaster under paragraph 7 above. All records, reports and data received, maintained or compiled by the Watermaster shall be open to inspection by any party or its representative.

OBJECTIONS

10. Any party who objects to any determination made by the Watermaster pursuant to paragraph 7 above, may make such objection in writing to the Watermaster within thirty (30) days after the Watermaster gives the required written notice of such determination. Within thirty (30) days after expiration of the time within which objection may be made to such determination, the Watermaster shall consider all objections thereto and shall amend, modify or affirm the determination and give notice thereof at the same time to all parties and shall file a copy of such final determination with the Court. If the Watermaster denies any objection in whole or in part, the party whose objection was so denied may within thirty (30) days after service of the final determination upon it, make written objection to such denial by filing its objections with the Court after first mailing a copy of such objections to the

Watermaster and to each party, and such party shall bring its objections on for hearing before the Court upon notice and motion and at such time as the Court may direct. If the Watermaster shall change or modify any determination, then any party may within fifteen (15) days after service of such final determination upon it object to such change or modification by following the procedure prescribed above in the case of a denial of an objection to the first determination. If objection to a final determination is filed with the Court as herein provided and brought on for hearing, then such final determination may be confirmed or modified in whole or in part as the Court may deem proper.

CHANGE IN METHOD OF MEASUREMENT

11. If the Watermaster shall deem it advisable to make a change in the method of making any measurement required under the terms of this Judgment, the Watermaster shall notify all parties of such proposed change, and if within sixty (60) days of such notification no party shall file written objections to such change with the Watermaster, the Watermaster may put such proposed change into effect. If, however, any party files its written objection to the proposed change, it shall by notice of motion filed not later than fifteen (15) days after the expiration of said 60-day period and served on the Watermaster and all parties bring its objection on for hearing before the Court at such time as the Court may direct, and the Court shall rule on whether the Watermaster may make such proposed change.

BUDGET

12. In addition to the above-specified administrative powers and duties, the Watermaster shall prepare a tentative budget for each Water Year, stating the estimated expense for discharging the duties of the Watermaster set forth in this Judgment. The Watermaster shall mail a copy of the tentative budget to each of the parties at the same time at least sixty (60) days before the beginning of each Water Year. However, with respect to the first Water Year following the entry of this Judgment, the tentative budget shall be mailed not later than one hundred and twenty (120) days from the entry of this Judgment. If any party has an objection to a tentative budget, or any suggestions with respect thereto, that party shall present the same in writing to the Watermaster within fifteen (15) days after service of the tentative budget upon it. If no objections are received, the tentative budget shall become the final budget. If objections to the tentative budget are received, the Watermaster shall, within fifteen (15) days after the expiration of the time for presenting objections, consider all such objections, prepare a final budget, and mail a copy thereof to each party, together with a statement of the amount assessed, if any, to each party, computed as provided in paragraph 13. If the Watermaster denies any objection in whole or in part, the party whose objection was so denied may, within fifteen (15) days after service of the final budget upon it, make written objection to such denial by filing

its objections with the Court after first mailing a copy of such objections to each party, and such party shall bring its objections on for hearing before the Court upon notice and motion and at such time as the Court may direct. If the Watermaster makes a change in the tentative budget, then any party may within fifteen (15) days after service of the final budget upon it object to any such change by following the procedure prescribed above in the case of a denial of an objection to the tentative budget. If objection to the final budget is filed with the Court as herein provided and brought on for hearing, then such final budget may be confirmed or adjusted in whole or part as the Court may deem proper.

FEES AND EXPENSES

13. The fees, compensation and expenses of the Watermaster hereunder shall be borne by the parties in the following proportions: 50% by Upper District, 41.2% by Central Municipal, 7.125% by the City of Long Beach, and 1.675% by the City of Compton, or such other division among the Plaintiffs as they may agree upon in writing and file with the Watermaster.

Payment of the amount assessed to a party, whether or not subject to adjustment by the Court as provided in paragraph 12, shall be paid on or prior to the beginning of the Water Year to which the final budget and statement of assessed costs is applicable. If such payment by any party is not made on or before said date, the Watermaster shall add a penalty of 5% thereof to such party's

statement. Payment required of any party hereunder may be enforced by execution issued out of this Court, or as may be provided by order hereinafter made by this Court. All such payments and penalties received by the Watermaster shall be expended by him for the administration of this Judgment. Any mouey remaining at the end of any Water Year shall be available for use in the following Water Year.

SUCCESSOR OF UPPER DISTRICT

14. If a public agency or district shall be formed hereafter which shall include the present area of Upper District and shall have ability equal to or greater than that which Upper District now has to perform the obligations under this Judgment, and shall appear in this action and file a valid and effective assumption of such obligations, then Upper District upon application to this Court, and after notice and hearing, shall thereupon be relieved and discharged from all further obligations hereunder.

CONTINUING JURISDICTION OF THE COURT

15. Full jurisdiction, power and authority is retained and reserved by the Court for the purpose of enabling the Court upon application of any party by motion and upon at least thirty (30) days notice thereof, and after hearing thereon (i) to make such further or supplemental orders or directions as may be necessary or appropriate for the construction, enforcement or carrying out of this Judgment, and (ii) to modify, amend or amplify any of the provisions of this Judgment whenever substantial developments affecting the physical, hydrological or other conditions dealt

with herein may, in the Court's opinion, justify or require such modification, amendment or amplification.

If at any time Plaintiffs and at least two-thirds of the Defendants including any two of the cities of Alhambra, Azusa and Monterey Park, shall file with the Court a written stipulation (i) that henceforth in determining any one or more of the component parts of Usable Water received by Lower Area in any Water Year, the Watermaster shall not use the method specified in this Judgment but shall use instead a new, different or altered method as specified and described in such stipulation, and (ii) that such new, different or altered method or methods shall be applied to redetermine the average annual amount of Usable Surface Flow, Subsurface Flow and Export to Lower Area which Lower Area received each Water Year during the period October 1, 1934 to September 30, 1959, referred to as the base period, and that on the basis of such redetermination the Court may modify paragraphs 4 and 5 of this Judgment to establish a new and different water entitlement and yearly adjustment thereto which shall thereafter control, then and in that event, after hearing pursuant to motion and notice to all parties, held at such time as the Court may direct, the Court may deny the motion or it may grant it and (a) approve the future use of the stipulated new, different or altered method or methods, by the Watermaster, and (b) by use of the stipulated new, different or altered method or

methods, redetermine the average annual amount of Usable Surface Flow, Subsurface Flow and Export to Lower Area received each Water Year during the base period, and on the basis thereof modify paragraphs 4 and 5 of this Judgment to provide for a new and different water entitlement and yearly adjustment thereto, which modifications shall be effective and control commencing with the Water Year following the entry of the order so modifying paragraphs 4 and 5.

REPORT OF TRANSFER OF WATER RIGHTS

16. Every transfer of any of those water rights of Defendants which are the subject of Paragraph 5(j) of this Judgment, whether such transfer is voluntary or involuntary, shall be reported promptly in writing by the transferor to the Watermaster; and the Watermaster shall give prompt written notice of such transfer to each party and to each transferee involved in every other transfer of any of those water rights. Such report by the transferor and notice by the Watermaster shall contain the following information as to each such transfer:

(a) The identity of the transferor;

(b) The identity of the transferee;

(c) The effective date of the transfer;

(d) A brief description of the document by which such transfer is made, and the recording data, if any;

(e) A statement as to whether the transfer was voluntary or involuntary;

(f) A statement whether or not after such transfer the transferor still has or

claims to have any of the water rights which are the subject of Paragraph 5(j) of this Judgment.

NOTICES

17. All notices, requests, objections, reports and other papers permitted or required by the terms of this Judgment shall be given or made by written document and shall be served by mail on each party and on each transferee of water rights who has appeared and filed the assumption of obligations required by paragraph 5(k) of this Judgment, and where required or appropriate, on the Watermaster. For all purposes of this paragraph the mailing address of each party shall be that set forth below its signature to the Stipulation for Judgment, and the mailing address of each transferee of water rights shall be that set forth in the appearance and assumption of obligations required by paragraph 5(k) of this Judgment, until changed as provided below. No further notice of any kind as to any matter arising hereunder, including notice to attorneys of record for any party or such transferee, need be given, made or served.

If any party or any such transferee of water rights shall desire to change its designation of mailing address, it shall file a written notice of such change with the clerk of this court and shall serve a copy thereof by mail on the Watermaster. Upon the receipt of any such notice the Watermaster shall promptly give written notice thereof to each party and to each transferee of water rights.

EFFECTIVE DATE

18. The rights decreed and the obligations imposed by this Judgment shall be effective October 1, 1963, and shall accrue from that date.

COSTS

19. None of the parties shall recover any costs from any other party.

Dated: _____, 1964.

_____
Judge

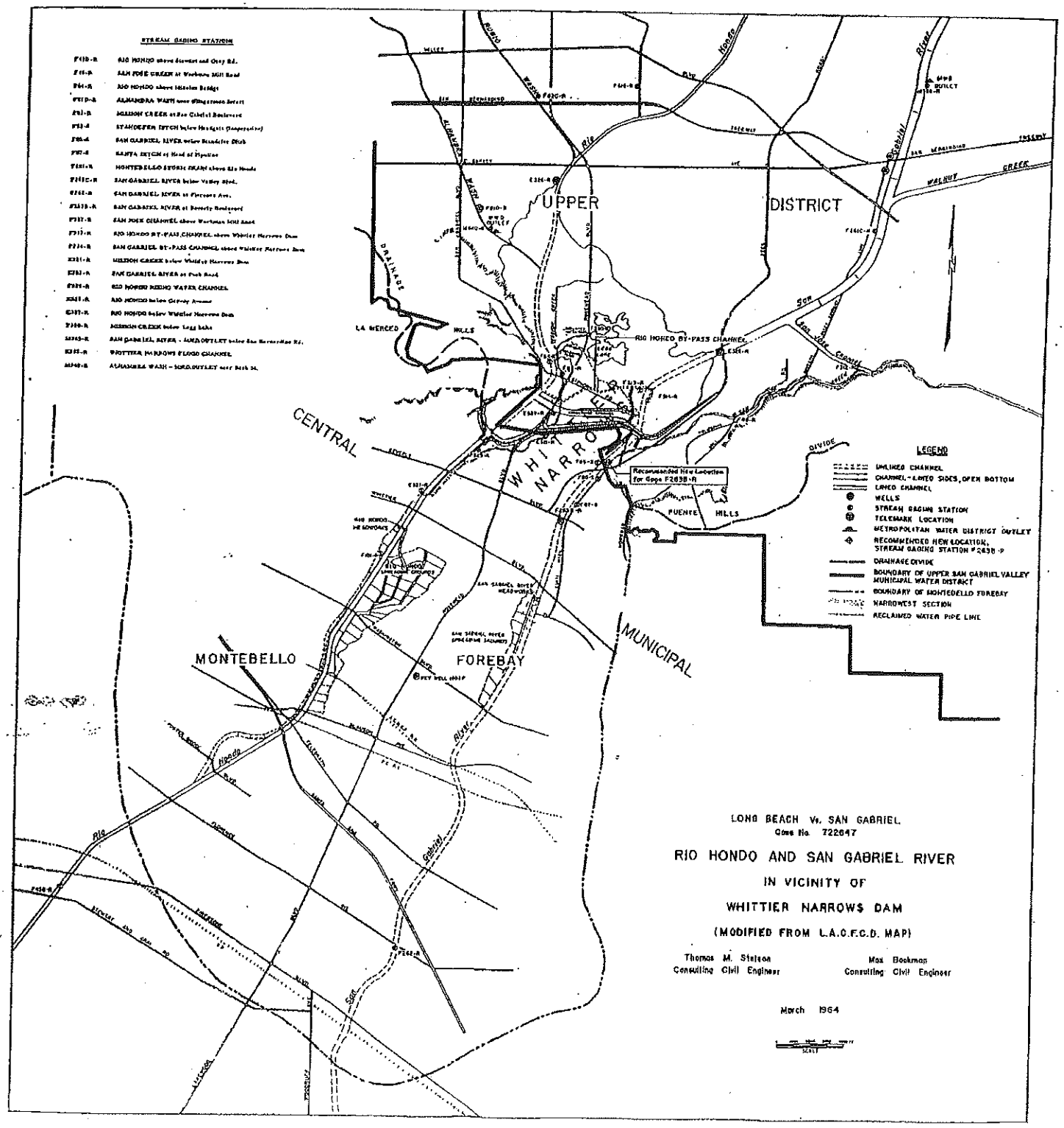
STREAM GAGING STATION
UPPER
DISTRICT
CENTRAL
MUNICIPAL
MONTEBELLO
FOREBAY
WHITTIER NARROWS
LA MERCED HILLS
PUENTE HILLS
RIO HONDO BY-PASS CHANNEL
Recommended New Location for Gage F2638-R
LEGEND
UNLINED CHANNEL
CHANNEL - LINED SIDES, OPEN BOTTOM
LINED CHANNEL
WELLS
STREAM GAGING STATION
TELEMARK LOCATION
METROPOLITAN WATER DISTRICT OUTLET
RECOMMENDED NEW LOCATION, STREAM GAGING STATION F2638-P
DRAINAGE DIVIDE
BOUNDARY OF UPPER SAN GABRIEL VALLEY MUNICIPAL WATER DISTRICT
BOUNDARY OF MONTEBELLO FOREBAY
NARROWEST SECTION
RECLAIMED WATER PIPE LINE
LONG BEACH Vs. SAN GABRIEL
Case No. 722647
RIO HONDO AND SAN GABRIEL RIVER
IN VICINITY OF
WHITTIER NARROWS DAM
(MODIFIED FROM L.A.C.F.C.D. MAP)
Thomas M. Stetson
Consulting Civil Engineer
Max Bookman
Consulting Civil Engineer
March 1964

EXHIBIT A

LONG BEACH v. SAN GABRIEL

ENGINEERING APPENDIX

EXHIBIT B

ENGINEERING APPENDIX

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ENGINEERING APPENDIX

INTRODUCTION

Pursuant to the declaration of rights contained in paragraph 4 of the Judgment and the physical solution contained in paragraph 5 of the Judgment, the purpose of this exhibit is to establish the basis for calculations and measurements to provide for operation of the Judgment in the future.

Unless otherwise provided in this exhibit, all terms used herein are used in the same sense as defined or used in the Judgment.

The derivation of the Lower Area average annual entitlement is based upon the data presented herein covering the base period. However, if a more accurate method of determining Subsurface Flow is developed at some future time, it will be acceptable for use in carrying out the terms of this Judgment so long as it can also apply to the base period and to the years over which the Judgment shall have operated to that time.

I. DERIVATION OF LOWER AREA AVERAGE ANNUAL ENTITLEMENT

The Lower Area average annual entitlement is stipulated in paragraph 5 (a) of the Judgment to be 98,415 acre-feet. It was derived from three components of water supply over the base period, October 1, 1934, through September 30, 1959. Said components were: (1) Usable Surface Flow, (2) Subsurface Flow, and (3) Export to Lower Area.

A. Usable Surface Flow

For the base period, Usable Surface Flow was calculated as that portion of Surface Flow which percolated

in Montebello Forebay, less the calculated amounts of Lower Area Replenishment Water (hereby defined as water imported from outside of the watershed of the San Gabriel River system by or on behalf of Lower Area Parties for replenishment of Montebello Forebay and passing from Upper Area to Lower Area), and less one-half of the Raymond Basin sewage discharged in Upper Area from the Tri-City Sewage Treatment Plant.

Table 1 presents the calculation of Usable Surface Flow during the base period. The average annual quantity was calculated to be 51,620 acre-feet. Its derivation is summarized in the following tabulation.

		Average annual quantity in acre-feet
1. Surface Flow		108,560
2. Montebello Forebay surface outflow	45,000	
3. Local storm inflow within Montebello Forebay	1,660	
4. Portion of Surface Flow leaving Montebello Forebay (2 minus 3)		43,340
5. Surface Flow percolated in Montebello Forebay (1 minus 4)		65,220
6. Lower Area Replenishment Water (Colorado River water) passing through Whittier Narrows	11,870	
7. One-half of Raymond Basin sewage discharged in Upper Area	1,730	
8. Usable Surface Flow (5 minus 6 minus 7)		51,620

TABLE

CALCU N OF US. URFACE

G BASE)

cre-Fee

(1) Water Year	2) Hondo -64	Sc (4) Rio H Bypa F-3	Flo (5) ycamore Canyon	6) abriel at num g water	l +5+6)	R o	Montebe (9) San Gabri Rive F-26	(10) btotal (8+9)	low) Sello Drain 81	2) ow of rface low -11)	(13) ue Flo plated in tebello rebay -12)	(14) olorado water pa nittier N	One-l Basin s in	Raymond Recharg Area	(16) Usable rface Fl 13-14-1
1934-3	9,230		390	2,410	170		4,7	10,700	50	9,050	52,120				,470
3	0,700		70	6,140	720		1,7	5,970	90	5,080	41,640				,905
3	0,900		260	7,750	750		21,0	47,870	70	5,700	64,050				,185
3	9,330		510	9,120	660		60,0	132,100	50	0,050	103,610				,650
3	0,650		200	8,380	560		2,5	12,080	80	1,100	74,460				,490
1939-4	7,660		110	9,510	490		1,9	6,750	90	5,860	67,630				,645
4	0,650		1,070	2,440	280		75,7	169,040	90	4,950	97,330				,125
4	8,810		80	3,770	400		13,5	20,300	60	9,340	72,060				,920
4	9,470		150	2,670	700		186,4	228,330	80	5,750	73,950				,715
4	1,390		220	1,420	880		79,9	106,750	90	4,360	87,520				,975
1944-4	2,300		70	7,130	520		26,1	34,570	70	3,800	73,720				,230
4	3,160		70	1,580	440		16,4	27,760	70	6,890	83,550				,915
4	8,410		110	6,790	540		27,6	43,680	50	2,330	77,210				,425
4	5,370		20	0,970	030			3,510	10	2,600	56,430				,365
4	1,100		40	3,590	370			1,490	60	630	34,740				,740
1949-5	2,280		110	1,780	950			2,840	40	1,600	31,350				,350
5	7,880		0	8,420	000			780	90	-110	23,110				,110
5	4,570		530	6,800	990		24,2	50,290	30	6,960	51,030				,030
5	6,120		50	2,350	730		9	4,430	30	3,000	41,730				,730
5	3,390	7,2	100	8,130	430		3,7	14,550	90	2,360	40,070	15,6			,380
1954-5	1,350	9,7	70	4,630	880		1,0	9,000	10	7,790	31,090	23,1			,960
5	6,180	14,9	150	8,930	560		10,3	24,900	10	2,790	39,770	42,8			,100
5	6,840	20,4	50	2,220	350		1,3	6,030	20	4,910	56,440	51,8			,570
5	9,320	15,3	540	1,320	140		23,9	54,220	50	0,970	78,170	103,9			,270
1958-5	9,800		10	9,790	520		3,1	7,030	30	5,800	77,720	59,3			,330
TOTAL	6,860	67,6	4,980	8,040	060		586,6	124,970	10	3,560	30,500	296,8			,385
Averag	3,870	2,7	200	1,120	560		23,4	45,000	60	3,340	65,220	11,87			,620

B. Subsurface Flow

The State of California, Department of Water Resources, published in April 1962, Appendix B, "Safe Yield Determinations", of Bulletin No. 104, a report entitled "Planned Utilization of the Ground Water Basins of the Coastal Plain of Los Angeles County". That report included estimates of the seasonal Subsurface Flow through Whittier Narrows for each Water Year during the period 1934-35 through 1956-57. By applying the same methods of computation, the estimates have been extended through the Water Year 1958-59 and a 25-year average of 28,400 acre-feet derived.

Table 2 sets out the Subsurface Flow for each Water Year in the base period and the average annual Subsurface Flow during the base period.

TABLE 2

SUBSURFACE FLOW
DURING BASE PERIOD

Water Year	Acre-Feet
1934-35	33,500
36	33,500
37	31,100
38	25,600
39	25,000
1939-40	23,900
41	23,300
42	21,800
43	21,900
44	23,700
1944-45	23,500
46	23,100
47	22,400
48	25,700
49	30,300
1949-50	34,000
51	32,800
52	32,100
53	32,800
54	33,200
1954-55	33,600
56	32,200
57	32,600
58	30,500
1958-59	27,800
TOTAL	709,900
Average	28,400

C. Export to Lower Area

During the base period there were a number of water producers or water service agencies which produced water by surface diversions or wells in Upper Area and exported it to Lower Area. At the present time, and for the past several years, all such water has been pumped from wells in Upper Area.

There are four water service agencies which currently so export water. They are the Rincon Ditch Company, California Domestic Water Company, Suburban Water Systems, and the City of Whittier.

Table 3 sets forth Export to Lower Area for each Water Year during the base period and the average annual Export to Lower Area during the base period.

TABLE 3

EXPORT TO LOWER AREA
DURING BASE PERIOD

Water Year	Acre-Feet
1934-35	15,049
35-36	21,644
36-37	22,668
37-38	25,151
38-39	27,532
1939-40	22,566
40-41	24,191
41-42	27,514
42-43	30,484
43-44	31,182
1944-45	25,953
45-46	27,456
46-47	29,877
47-48	30,165
48-49	25,515
1949-50	18,363
50-51	21,651
51-52	16,302
52-53	18,141
53-54	18,360
1954-55	18,796
55-56	20,728
56-57	19,686
57-58	22,031
58-59	23,881
TOTAL	584,886
Average	23,395

D. Derivation of Lower Area Average Annual Entitlement

Table 4 presents the derivation of the Lower Area average annual entitlement.

TABLE 4

LOWER AREA AVERAGE ANNUAL ENTITLEMENT

(In acre-feet for base period)

Usable Surface Flow (Table 1)	51,620
Subsurface Flow (Table 2)	28,400
Export to Lower Area (Table 3)	23,395
Sub-total	103,415
Stipulated deduction	5,000
Lower Area average annual entitlement	98,415

II. DETERMINATION OF FUTURE LOWER AREA ANNUAL ENTITLEMENT

In determining a future Lower Area Annual Entitlement, as set forth in paragraph 5 (d) of the Judgment, the annual rainfall for San Gabriel Valley shall be determined in accordance with procedures set forth below, which are those presently utilized by the Los Angeles County Flood Control District. The 90-year (1872-73 through 1961-62) average rainfall for San Gabriel Valley has been calculated by said District to be eighteen and fifty-two one-hundredths (18.52) inches. For purposes of this Judgment, this quantity shall be the long-term average annual rainfall for San Gabriel Valley and shall not be subject to change.

The arithmetic average of the annual rainfall recorded at the four precipitation stations listed below shall constitute the rainfall for San Gabriel Valley for the respective Water Year.

Station No.	Location
95	114 East First Street, San Dimas
102C	19711 East Valley Blvd., Walnut
108C	119 South Hoyt Avenue, El Monte
610B	City Hall, Pasadena

Table 5 presents the annual rainfall for San Gabriel Valley for the Water Years 1954-55 through 1962-63.

TABLE 5

ANNUAL RAINFALL FOR SAN GABRIEL VALLEY

Water Year	Rainfall, Inches
1954-55	13.9
56	16.7
57	13.7
58	30.2
59	8.5
1959-60	10.6
61	5.9
62	22.4
63	12.3

The average rainfall in inches for the ten (10) consecutive Water Years ending with the year for which entitlement is being calculated shall be used as the basis for determining Lower Area Annual Entitlement.

Lower Area Annual Entitlements have been computed for 10-year average rainfall in increments of one-tenth (0.1) inch between fourteen (14) and twenty-five (25) inches and are set forth in Table A in paragraph 5 (d) of the Judgment. The following outlines the procedure for determining Lower Area Annual Entitlement from Table A:

(1) Derive the 10-year average rainfall for San Gabriel Valley to the nearest one-tenth (0.1) inch;

(2) Enter Table A in left-hand column at whole number of inches of rainfall; and

(3) Read horizontally to the vertical column representing the appropriate tenth of an inch of rainfall to obtain the quantity of Lower Area Annual Entitlement in acre-feet.

III. FUTURE MEASUREMENTS

It will be necessary to maintain records of measurement of stream flow, flow in pipelines, rainfall and depth to ground water at a number of locations. The purpose of this Part III is to locate and identify those measurement stations and to specify the manner in which the measurements are to be used in the future operation of the Judgment. The line through Whittier Narrows shown on Exhibit A as "narrowest section" is the line at which accounting shall be made of the water to be received in the future by Lower Area Parties. The Watermaster shall, insofar as practicable, utilize measurement data available from existing sources. When such data are not available the Watermaster may make such measurements as may be necessary or reasonably required for the purposes of this Judgment. The Watermaster is hereby authorized to re-establish, rebuild or replace measuring stations whenever necessary for the operation of this Judgment.

A. Surface Water Measurements and Calculations.

There may be several categories of water flowing on the surface through Whittier Narrows. Among them may be local stream flow, Lower Area Replenishment Water, Reclaimed Water and Make-up Water. The Watermaster shall have the responsibility of determining the quantities of each category of water flowing through Whittier Narrows in the future.

The approximate locations of stream measuring stations in and near Whittier Narrows are shown on Exhibit A. The surface

water measurements and calculations shall include the following:

1. Measurements of Surface Flow.
   a. Rio Hondo above Mission Bridge, Station F64-R.
   b. Mission Creek at San Gabriel Boulevard, Station F83-R.
   c. Rio Hondo By-pass Channel, Station F313-R.
   d. Whittier Narrows Flood Channel, Station E337-R.
   e. Calculation of Sycamore Canyon runoff based on annual rainfall to nearest inch at Station 170-C as shown on Table 6.
   f. San Gabriel River near Parkway Bridge. This is to be a new station to replace the existing station on San Gabriel River at Beverly Boulevard, Station F263B-R.
   g. The portion of Reclaimed Water from Whittier Narrows Reclamation Plant diverted to Rio Hondo.
2. Measurement of local storm inflow to the channel of each of the Rio Hondo and San Gabriel River within Montebello Forebay.
   a. Montebello storm drain, Station F181-R.
   b. Calculation of unmeasured local storm inflow.
3. Measurements of diversions to spreading grounds Montebello Forebay.
4. Measurement of surface outflow from Montebello Forebay in the channel of each of Rio Hondo and

San Gabriel River.

a. Rio Hondo above Stewart and Gray Road, Station F45B-R.

b. San Gabriel River at Florence Avenue, Station F262-R.

5. Measurement of Lower Area Replenishment Water imported to Upper Area from outside the watershed of the San Gabriel River system.

a. Rio Hondo By-pass Channel, Station F313-R.

b. San Gabriel By-pass Channel, Station F314-R.

c. San Gabriel River MWD Outlet, Station M335-R.

d. Alhambra Wash MWD Outlet, Station M340-R.

e. Any other measuring point or points in Upper Area at which such replenishment water is released.

6. Measurement of total Reclaimed Water from Whittier Narrows Reclamation Plant reclaimed by or on behalf of Lower Area Parties.

In the event that any of the aforementioned gaging stations are inoperative for any reason and for any period of time the Watermaster shall estimate the quantity that would have been measured at the station had it been operative. The estimate shall be based on correlation to nearby operative measuring stations or on other reasonable engineering methods.

TABLE 6

RAINFALL - RUNOFF RELATIONSHIP OF SYCAMORE CANYON*

Annual rainfall, in inches at Precipitation Station No. 170-C	Estimated runoff in acre-feet
6	5
7	10
8	15
9	25
10	35
11	45
12	60
13	75
14	90
15	105
16	125
17	145
18	170
19	200
20	240
21	275
22	315
23	355
24	400
25	445
26	490
27	535
28	580
29	630
30	685

Extrapolate for rainfall values in excess of 30 inches.

* Located on Westerly side of Whittier Narrows, upstream from dam and downstream from stream gaging Station F64-R. Approximate drainage area is 2.77 square miles.

B. Subsurface Flow

The determination of Subsurface Flow involves certain measurements and procedures which are set forth in this section. In connection with a recent comprehensive study made by the State of California, Department of Water Resources, for Bulletin No. 104, "Planned Utilization of the Ground Water Basins of the Coastal Plain of Los Angeles County", estimates were made of Subsurface Flow through Whittier Narrows. The State concluded that a reasonable method of determining Subsurface Flow was by the transmissibility method, which is based on Darcy's Law applied

at the location shown on Exhibit A as "narrowest section". Darcy's Law states that Q = PIA, in which

Q = Subsurface Flow

P = Permeability, in gallons per day per square foot under unit hydraulic gradient

I = Slope of water table

A = Cross-sectional area

Under this Judgment calculations shall be made by the Watermaster for the spring and fall of each year and because of slight variations due to the nature of the data available, Subsurface Flow for any one year will be equal to the tri-annual average of the quantities calculated for the three years ending with the year of calculation. In this manner, annual Subsurface Flow shall be based on the average of six calculations, the first of which shall be the spring of 1962.

The elevation of the ground surface at the "narrowest section" of Whittier Narrows is deemed to be 208 feet above sea level, and the width of the section is deemed to be 7,900 feet. Water levels fluctuate at Whittier Narrows and the cross-sectional area of the ground water at Whittier Narrows will vary with fluctuations in ground water elevation.

It should be noted that T = PD, where T = transmissibility in gallons per day per foot of width under unit hydraulic gradient and D = saturated depth in feet. Therefore PA = TW and Q = PAI = TWI. The product TW (or PA) for the entire cross-sectional area was determined to be 4,739.5 x 1,000,000 gallons per day, or 7,333.6 cfs. The actual slope of the water table, I, would then be applied to the calculated quantity of TW (or PA).

The average permeability of the material to a depth of 100 feet below the ground surface has been determined to be equal to 2,000 gallons per day per square foot, which is

equal to .003095 cubic feet per second per square foot. This represents the average permeability in the zone of water level fluctuation.

In order to correct for the unsaturated depth, the equation $Q = TWI$ is modified to $Q = (TW - C)I$ where

$C = P_1Wd$,

C = The flow which would occur in the unsaturated section if it were saturated, in cubic feet per second under unit hydraulic gradient.

P_1 = Average permeability for a distance of 100 feet below the ground surface.

W = The cross-sectional width, or 7,900 feet.

d = The distance from the water surface to the top of the ground, or 208 feet minus ground water elevation.

Utilizing the values of permeability shown above, then

$C = 24.45\ d$, in cubic feet per second, for values of "d" to a depth of 100 feet below the ground surface.

The "effective transmissibility" is equal to the total transmissibility times the width at the narrowest section minus C, or,

$$Tw_e = TW - C$$

$$Tw_e = 7{,}334 - C, \text{ in cubic feet per second.}$$

Subsurface Flow is equal to the effective transmissibility times the average slope of the water table. The formula derived from the foregoing, may be stated as follows:

$$Q = 724\ I\ [7{,}334 - 24.45\ (208 - E)]$$

Where: Q = Subsurface Flow in acre-feet per year,

I = Average adjusted slope of ground water surface at narrowest section, and

E = Ground water elevation of the water surface in feet above sea level at the narrowest cross-section.

The detailed steps to be carried out by the Watermaster are as follows:

(1) Ground water level contour maps in the vicinity of Whittier Narrows are drawn on the basis of water level measurements.

(2) A line representing the narrowest cross-section is drawn on the ground water contour maps.

(3) This line is subdivided into four equal lengths.

(4) The average slope of the water table at each of the three points within the narrowest section is determined along a line perpendicular to the ground water contours in the manner heretofore used by the State of California, Department of Water Resources.

(5) Adjustment is made to the ground water slope at each of the three points so that it is perpendicular to the narrowest section by:

(a) measuring the angle, in degrees, between the line representing the narrowest cross-section and the tangent to the flow line at the narrowest cross-section,

(b) applying the sine of that angle to the previously determined slope to determine the adjusted slope, and

(c) obtaining an average of the three adjusted slopes to represent the average slope through the narrowest cross-section.

(6) The elevation of the water surface at the narrowest cross-section is determined by interpolating between the ground water contours.

(7) The distance to the ground water surface is computed from the top of the ground by the formula: $d = 208 - E$, where E represents the average water level elevation of the narrowest cross-section, in feet.

(8) The correction factors for the transmissibility for the area from the top of ground to the water surface is computed by the formula $C = 24.45\ d$, in cubic feet per second.

(9) The effective transmissibility is computed by the formula $Tw_e = 7,334 - C$, in cubic feet per second.

(10) Subsurface Flow is computed by multiplying the effective transmissibility by the average adjusted slope.

(11) The computed Subsurface Flow, in cubic feet per second, is converted to acre-feet per year by multiplying it by 724.

The selected wells within the vicinity of Whittier Narrows which have been used for drawing the ground water contours are as follows:

Location No.	State No.
2927B	2S 11W 06M01S
2927D	06K01S
2928	07B01S
2936	06A01S
2936A	1S 11W 31J03S
2938A	2S 11W 07H1S
2938D	05N05S
2939	08N01S
2939B	18B01S
2939G	07R01S
2947C	-
2947F	05L01S
2947N	05P01S
2948	05N04S
2948E	08B02S
2948F	08L03S
2957H	-

The Watermaster shall obtain measurements of ground water elevations in the spring and fall of each year when they are at their approximate high and low levels, respectively. Such measurements may be made at, but need not be limited to, all of the above listed wells.

C. Export to Lower Area

If present measuring devices on existing conduits are inadequate, the Watermaster shall install or cause to be installed adequate measuring devices to determine the amount of Export to Lower Area.

IV. ACCOUNTING

Utilizing the appropriate measurements described in the previous portion of this Exhibit B, the Watermaster shall maintain accounts for the determination of Lower Area Annual Entitlement, the annual amount of Usable Water, Make-up Water to be delivered, Make-up Water received, the annual total amount of Usable Water and Make-up Water, the accumulated Lower Area Annual Entitlements, the accumulated amounts of Usable Water and Make-up Water received subsequent to September 30, 1963, Accrued Debit of Upper Area or Accrued Credit of Upper Area, and records necessary for accomplishing the Long-term Accounting.

In maintaining the accounting records listed above, the Watermaster shall establish the necessary accounting procedures to accomplish the recordation of data and required calculations for accomplishment of the provisions set forth in paragraph 5 of the Judgment.

A. Components of Usable Water

1. Surface Flow. Surface Flow shall be measured as set forth in Part III.A. of this exhibit to include all water other than Export to Lower Area and Subsurface Flow which passes from Upper Area to Lower Area through Whittier Narrows. When the new station to be constructed on the San Gabriel River near Parkway Bridge is completed, it shall replace the gaging station on the San Gabriel River at Beverly Boulevard, Station F263B-R. Until such new station is in operation, Surface Flow as measured at Station F263B-R shall be increased by the amount of Surface Flow which has percolated or been diverted between Station F263B-R and the point of maximum rising water. The Watermaster shall determine the quantity so percolated or diverted based upon available measurements by the Los Angeles County Flood Control District.

2. Subsurface Flow. Subsurface Flow shall be calculated in accordance with the procedures heretofore set forth.

3. Export to Lower Area. The Watermaster shall reduce to acre-feet the meter readings on each of the conduits transporting through Whittier Narrows water diverted from surface streams in Upper Area or pumped or developed from underground sources in Upper Area. These quantities shall be used to determine Export to Lower Area except that after September 30, 1966, Export to Lower Area used for determination of Usable Water shall not exceed 23,395 acre-feet per year. (Paragraph 3(1) of this Judgment.)

B. Calculation of Usable Water

After determining the amounts of Surface Flow, Subsurface Flow and Export to Lower Area during a Water Year, as provided above, the Watermaster, in order to determine the extent to which such water constitutes the receipt of Usable Water by Lower Area during such Water Year, shall deduct from the total of such amounts, the following:

1. Lower Area Replenishment Water. An amount equal to the total quantity of Lower Area Replenishment Water released in Upper Area in each Water Year subsequent to September 30, 1963, less such amount, if any, as the Watermaster determines to be lost due to evaporation or transpiration prior to the receipt of such water in Lower Area;

2. Reclaimed Water. An amount equal to the total quantity of Reclaimed Water which is reclaimed by or on behalf of Lower Area Parties;

3. Make-up Water. An amount equal to the quantity of Make-up Water delivered to Lower Area during such Water Year, calculated as hereafter provided, to the extent included in

Surface Flow or Export to Lower Area;

4. Paragraph 3(1)(6) Water. An amount equal to the quantity of any water which falls within the scope of paragraph 3(1)(6) of the Judgment; and

5. Unusable Surface Flow. An amount equal to the quantity of Unusable Surface Flow, which is determined by deducting from the total outflow as measured at Stations F45B-R and F262-R: (1) Local Storm Outflow and (2) the portion of Surface Flow which has been caused to pass said stations by reason of any spreading of water in Montebello Forebay by or on behalf of Lower Area Parties.

Local Storm Outflow is a portion of local storm inflow originating in Montebello Forebay upstream from said measuring stations, the amount of which outflow is to be determined as hereinafter provided. When actual measurements of local storm inflow are not available, the amount thereof discharging to the channels of Rio Hondo or San Gabriel River within Montebello Forebay upstream from stations F45B-R and F262-R shall be estimated by correlation with the local storm inflow measured at Montebello Storm Drain, Station F181-R. Such quantities shall be estimated on the basis of the individual drainage areas of storm drain projects and the runoff per unit area determined from the Montebello Storm Drain, Station F181-R, during the particular time interval under consideration. When water is flowing out of Montebello Forebay on the surface in the Rio Hondo or San Gabriel River channels, the Watermaster shall determine Local Storm Outflow as follows:

a. Local Storm Outflow from Rio Hondo. When outflow occurs at Station F45B-R, all local storm inflow, both measured and estimated, which enters the Rio Hondo channel between that station and Upper Area shall constitute Local Storm Outflow from Rio Hondo, but the amount thereof shall not exceed the amount of

outflow at Station F45B-R for such periods.

b. Local Storm Outflow from San Gabriel River. At such times as local storm inflow does not join Surface Flow in San Gabriel River, the portion of such local storm inflow passing Station F262-R shall constitute Local Storm Outflow. In addition, at such times as Surface Flow in the San Gabriel River commingles with the local storm inflow, then the Watermaster shall determine Local Storm Outflow as follows:

(1) Calculate the total amount of local storm inflow to the San Gabriel River during such times, but such amount to be used in the determination of Local Storm Outflow shall not exceed the amount of San Gabriel River outflow passing Station F262-R during such periods.

(2) Calculate the Local Storm Outflow passing Station F262-R during such times, which calculation shall be based on the Surface Flow and local storm inflow to the San Gabriel River channel, giving appropriate weight to the quantities involved and the distance the respective quantities of water traverse Montebello Forebay in said channel.

(3) These two calculations shall then be averaged arithmetically and the resulting amount shall be Local Storm Outflow from San Gabriel River.

C. Determination and Delivery of Make-up Water

1. By Additions to Surface Flow (paragraph 5(i)(1) of Judgment). The determination of the amount of Make-up Water which is delivered to Lower Area as an addition to Surface Flow shall be based upon (a) measurements of Make-up Water at the

delivery outlet of such water upstream from Whittier Narrows, (b) measurements of water consisting in whole or in part of Make-up Water passing the applicable stations listed in Part III.A.1. of this Exhibit B, and (c) such deductions from the measurements of Make-up Water at said stations so listed as are necessary to take into account (i) the amount of any water other than Make-up Water included in the measurements at said stations so listed, (ii) any losses due to evaporation or transpiration of Make-up Water after such measurement and prior to its receipt in Lower Area, and (iii) any percolation of Make-up Water after such measurement and prior to the time it reaches the "narrowest section" in Whittier Narrows.

As changing conditions may require, the Watermaster shall change the points of measurement of Make-up Water in order to obtain those measurements necessary to determine the amount of Make-up Water delivered to Lower Area Parties by means of increasing Surface Flow.

2. By Payment for Reclaimed Water (paragraph 5(i)(2) of the Judgment). The Watermaster shall determine (a) the quantity of Reclaimed Water reclaimed at the Whittier Narrows Water Reclamation Plant as it existed October 1, 1963, and which when so reclaimed shall have been passed through Whittier Narrows, and (b) the quantity, if any, of Reclaimed Water reclaimed at any future additions to said plant after September 30, 1963, and which when so reclaimed shall have been passed through Whittier Narrows. Such quantities shall be ascertained from the records of Los Angeles County Flood Control District.

Upon being advised that a payment has been made by Upper District or Defendants to Central Municipal pursuant to the provisions of paragraph 5(i)(2) of the Judgment, the Watermaster shall credit Upper Area Parties with the delivery of Make-up Water computed according to said paragraph of the

Judgment.

3. By Deliveries to a Lower Area Party (paragraph 5(i)(3) of the Judgment). Any Make-up Water delivered directly to a Lower Area Party with the consent of Plaintiffs shall be metered and the meter records reduced to acre-feet per year. Upon being advised that a Lower Area Party has received a direct delivery of Make-up Water pursuant to the provisions of paragraph 5(i)(3) of the Judgment, the Watermaster shall credit Upper Area Parties with delivery of such Make-up Water in the Water Year in which it was so delivered.

D. Long-term Accounting

The Watermaster shall maintain a record of the annual rainfall in the San Gabriel Valley, including a running average of such rainfall, so that the Watermaster will be informed when a Long-term Accounting shall be carried out as specified in paragraph 5(h) of the Judgment, and shall thereafter perform the necessary calculations for accomplishment of the adjustment, if any, between the aggregate amount of water received compared to the aggregate entitlement for the period.

E. Water Usable for Ground Water Replenishment

With respect to any delivery of Make-up Water the Watermaster shall determine the suitability of such water for ground water replenishment. The Watermaster shall gather, insofar as readily available from public and private agencies, data relating to the quality of all categories of water, Surface Flow, Subsurface Flow, Export to Lower Area, Reclaimed Water, Lower Area Replenishment Water and Make-up Water.

REIMBURSEMENT CONTRACT

LONG BEACH v. SAN GABRIEL

REIMBURSEMENT CONTRACT

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ed.

REIMBURSEMENT CONTRACT

THIS CONTRACT is made by and between UPPER SAN GABRIEL VALLEY MUNICIPAL WATER DISTRICT, herein called "Upper District", and the cities of ALHAMBRA, ARCADIA, AZUSA, COVINA, EL MONTE, GLENDORA, MONTEREY PARK, MONROVIA, SOUTH PASADENA, and WHITTIER; BALDWIN PARK COUNTY WATER DISTRICT, and SAN GABRIEL COUNTY WATER DISTRICT; AZUSA AGRICULTURAL WATER COMPANY, AZUSA VALLEY WATER COMPANY, CALIFORNIA DOMESTIC WATER COMPANY, CALIFORNIA WATER & TELEPHONE COMPANY, COLUMBIA LAND AND WATER COMPANY, COVINA IRRIGATING COMPANY, CROSS WATER COMPANY, DUARTE WATER COMPANY, EAST PASADENA WATER COMPANY, LTD., GLENDORA IRRIGATING COMPANY, SAN DIMAS WATER COMPANY, SAN GABRIEL VALLEY WATER COMPANY, SOUTHERN CALIFORNIA WATER COMPANY, SUBURBAN WATER SYSTEMS, SUNNYSLOPE WATER COMPANY, and VALLECITO WATER COMPANY, corporations, herein collectively called "Pumpers."

ed.

RECITALS

1. The Action. In the matter of Board of Water Commissioners of the City of Long Beach, et al. v. San Gabriel Valley Water Company, et al., (L. A. Superior Court No. 722,647) the water rights of substantially all major water producers in the main San Gabriel Valley are sought to be restricted.

2. Judgment. The parties named above, except City

of Whittier, are concurrently executing a Stipulation that a Judgment substantially in the form annexed hereto shall be rendered and it is anticipated that such Judgment will be rendered in the action.

3. Public Interest in Settlement. It is in the best interests of the Pumpers and in the best interests of the water users and taxpayers within the corporate boundaries of those Pumpers which are public agencies, of the consumers of those Pumpers which are utilities or mutual water companies, and of all residents and taxpayers of Upper District, that said action be settled and disposed of in accordance with the terms of said judgment in order to preserve the water supplies within Upper Area.

DEFINITIONS

1. "Contract Costs" -- All costs hereafter paid by Upper District:

ed.

(a) In providing Make-up Water under the terms of the judgment. In computing such cost of providing Make-up Water, any cost which Upper District shall pay which it would have paid even though it had not provided Make-up Water shall be excluded; and particularly but not exclusively, no amount which shall be paid to The Metropolitan Water District of Southern California as a condition to any past or future annexation shall be

deemed a cost of providing Make-up Water. Such costs may include interest paid by Upper District upon money borrowed for advancements made by it or interest which would have been received by the District, but which it lost by reason of making such advancements.

(b) In complying with the terms of said judgment.

(c) In keeping the records, making the determinations and collecting the moneys required by the later provisions of this contract.

2. "Assessable Pumpage" -- The amount of ground water produced in the applicable calendar year by or on behalf of any Pumper by pumping or extraction thereof from the Upper Area, including ground water produced under rights hereafter acquired from any source.

3. Common Terms With Judgment -- All terms specially defined in said judgment are used herein in the sense in which they are therein defined, and said special definitions are incorporated herein by this reference.

OPERATIVE PROVISIONS

1. Consideration for Execution. The great majority of the defendants in the action are situated in whole or in part within Upper District and pump water therein. Certain defendants, including the Cities of Alhambra, Azusa and

Monterey Park, as well as the City of Whittier which is not a defendant, lie outside Upper District. Execution of this agreement by all parties to it is essential to induce each party hereto to execute this agreement, and likewise, execution of the Stipulation for Judgment by all defendants in the action is necessary to induce each party hereto to execute this contract. Each party executes this contract in consideration of its execution by the other parties, and in consideration of the execution of the Stipulation by the parties thereto. Moreover, by this contract each party other than City of Whittier waives its right to cross-complain in the action so as to bring City of Whittier into the action as a party.

2. Intervention by Upper District. In consideration of the execution of this contract by Pumpers and to contribute to the physical solution of providing adequate water for its inhabitants, Upper District has intervened as a defendant in the action and agrees to execute the stipulation for said judgment.

3. Administration. Upper District shall administer the provisions of Paragraphs 6 through 9, below, as to all Pumpers, including additional parties hereto mentioned in Paragraph 16.

4. Covenant to Reimburse. Each Pumper hereby agrees to pay to Upper District such Pumper's share of Contract

Costs allocated and determined as provided below.

5. Allocation of Costs Among Pumpers. Pumpers agree among themselves, each for the benefit of all other Pumpers, to share and participate in the payment of any sums due Upper District hereunder in such proportion as the Assessable Pumpage of each Pumper bears to the total Assessable Pumpage of all Pumpers for the applicable period covered by any assessment as hereinafter provided, subject to the provisions of Paragraph 9 below.

6. Reports by Pumpers. Pumpers shall file under penalty of perjury the reports hereinafter specified in the form provided by Upper District, as follows:

(a) Time and Procedure for Filing. Each year, on or before March 1, each Pumper shall file with Upper District a written report of its extractions of water from Upper Area for the preceding calendar year containing the information set forth in subparagraph (b) of this paragraph.

ed.

(b) Contents of the Report. Such annual reports to Upper District shall set forth:

(1) The name and address of the Pumper; and

(2) The number of acre feet of water which was pumped or extracted from Upper Area by or on behalf of the Pumper during

the calendar year covered.

(c) Determination in Lieu of Report. In the event any Pumper fails to so file such report, Upper District may make a determination of the Assessable Pumpage of such Pumper, which determination shall be final and binding.

7. Notice of Assessment. On or before June 1 of each year, Upper District shall serve a Notice of Assessment on each Pumper covering the preceding calendar year which will contain a statement of:

(a) The amount of Assessable Pumpage by each Pumper;

(b) A detailed statement of Contract Costs during the preceding calendar year, if any; and

(c) A statement of the amount of such Contract Costs which are assessable to and payable by the Pumper to whom such notice is sent.

ed.

8. Payment--Delinquency and Default. All assessments herein provided for shall be due and payable on the following July 31. In the event of nonpayment of any assessment, Upper District may bring an action and shall have the right to recover such assessment, together with interest thereon at the rate of 7% per annum from the date of delinquency and costs of suit, including any reasonable attorneys' fees incurred.

If, after due diligence, Upper District is unable to collect a Pumper's allocated cost, such uncollectible amount (including interest, costs and attorneys' fees) shall be prorated among and paid by the other Pumpers in the same proportions as they paid assessments for the year or years in question. Said proration shall be billed and payable with the next succeeding assessment.

9. Redetermination of Assessable Pumpage. Any Pumper may at any time within 90 days after receipt of any Notice of Assessment request a redetermination of the Assessable Pumpage of such Pumper or of any other Pumper or Pumpers reflected in such notice. Such request shall be addressed in writing to Upper District and shall set forth the basis of the requesting Pumper's belief that such data are incorrect. Upon the receipt of any request, the following procedures shall be undertaken by Upper District:

ed.

(a) Notice of Request for Redetermination. Upper District shall forthwith notify in writing any Pumper whose Assessable Pumpage has been questioned, of the fact of such request and the name of the requesting Pumper. Notice shall further be sent to all Pumpers that procedures will be undertaken pursuant to this paragraph, and shall state briefly the issues to be determined.

(b) Availability of Records. Subsequent to such notice, the records of the Pumper whose Assessable Pumpage is subject to a request for redetermination shall be made available at reasonable hours and upon reasonable demand to Upper District, insofar as such records are relevant to a determination of the Assessable Pumpage of the Pumper during the period involved.

(c) Investigation and Notice of Hearing. Upper District shall conduct an investigation and shall by written decision served on all Pumpers redetermine or affirm such Assessable Pumpage. Upper District may at its option set a date for hearing. In such event, at least ten days' notice in writing of said hearing date shall be given to all Pumpers.

ed.

(d) Conduct of Hearing and Decision. If hearing be held, Upper District shall not be bound therein by strict rules of evidence, but may rely on any evidence which it deems of probative value. Any Pumper may present evidence and arguments thereat. The written decision of Upper District, with or without such hearing, shall be served on all Pumpers and shall be conclusive for purposes of this contract, unless said issue is submitted

to a court of competent jurisdiction within 90 days from notice of such decision.

(e) Reallocation of Contract Costs. If Assessable Pumpage is modified by any such decision, Contract Costs shall be reallocated in accordance therewith. Said reallocation shall be billed and payable with the next succeeding assessment.

10. Water Rights Unaffected. This contract relates solely to the equitable allocation of Contract Costs and does not involve or constitute an admission or agreement as to the water rights of any Pumper. Execution of this contract shall not prevent any party hereto from bringing or maintaining any action or proceeding to determine rights to pump, extract or store water, or to limit or curtail any pumping, extraction or storage of water in or from Upper Area or elsewhere, except as limited by Paragraphs 1 and 16 of the Operative Provisions hereof.

ed.

11. Changed Conditions. It is recognized that conditions in Upper Area may hereafter change to such an extent that it may become equitable to modify either the total obligation of Pumpers to Upper District hereunder or the allocation of Contract Costs. While this contract is entered into to assure Upper District of reimbursement of an amount up to its entire Contract Costs, it is not intended hereby, and this contract shall not be deemed, to prevent Upper District

from modifying and reducing such obligation or from applying other relief which may reduce the burden on Pumpers. Without limitation upon the power of Upper District to otherwise reduce the aggregate amount payable under this contract, the following specific instances of changed conditions are contemplated:

(a) Allocation of Portion of Burden to Taxes. It may at some future date appear equitable and fair to allocate all or a portion of Contract Costs to ad valorem taxes or other revenues of Upper District. In such event, Upper District may, in the discretion of its Board of Directors, allocate all or a portion of Contract Costs to such revenue sources and the remainder, if any, thereof, shall be payable under the terms of this contract.

(b) Imposition of Pump Tax. If Upper District should acquire and exercise the right to levy a tax upon the pumping or extraction of ground water, then the aggregate of such tax shall be credited proportionally amongst Pumpers with respect to Assessable Pumpage within Upper District.

(c) Adjudication of Rights. If all or substantially all of the water rights within Upper Area shall be adjudicated (including the rights of all Pumpers), and its natural and safe yield

determined, then this contract shall be deemed modified to the extent that Assessable Pumpage shall include only that amount of water produced over and above the safe yield portion of adjudicated rights owned by any Pumper; provided that this subparagraph (c) shall not apply to any year in which the aggregate of all Assessable Pumpage as so modified is less than 25,000 acre feet.

12. Effective Date. This contract shall be effective ten (10) days after notice in writing of execution thereof by all parties, which notice shall be given to all Pumpers by Upper District, but shall cease and terminate on July 1, 1966, unless by said date (a) this contract shall have been validated as provided below, and (b) the Judgment shall have been rendered.

ed.

13. Validation. Within four months after this contract becomes effective, a proceeding or proceedings shall be instituted by Upper District in a court of competent jurisdiction by an appropriate action or actions for determination of the validity of this contract.

14. Term. The term of this contract shall commence upon its effective date and continue so long as the Judgment, as entered or as modified, shall remain in effect, subject, however, to the provisions of Paragraph 12 above.

15. Notices. Any notice to be served upon any party hereunder may be served either personally or by mail. If served by mail, such notice shall be mailed in the County of Los Angeles, State of California, by certified mail, postage prepaid, return receipt requested, or by registered mail, and shall be addressed to the party to be served at its address as set forth below, or (in the case of Upper District) at such other address as it may have last specified in writing to the Pumper or Pumpers involved for the service of notices hereunder, or (in the case of a Pumper) at such other address as it may have last specified in writing to Upper District for the service of notices hereunder. Any notice so served by mail shall be deemed to have been served upon the first business day (excluding Saturdays, Sundays and holidays) after such mailing.

ed.

16. Additional Parties. In addition to Pumpers and their successors and assigns referred to in Paragraph 17 below, any other person or entity who or which shall pump or extract water in or from Upper Area (herein referred to as an "additional party"), may become a party to this contract, provided (a) Upper District shall give its written consent thereto, and (b) no Pumper or additional party shall serve upon Upper District its written objection thereto. If Upper District shall give its written consent to execution of this contract by an applying additional party, it shall

then give written notice of such application and consent by Upper District to each Pumper and each additional party, and if within thirty (30) days after such notice no Pumper or additional party shall have served upon Upper District its written objection to execution of this contract by the applying additional party, such additional party's application shall be deemed to have been accepted and it may become a party to this contract by delivery to Upper District of a duly executed instrument in writing stating that such person or entity joins in and becomes a party to this contract.

Any additional party so joining shall become bound by all obligations of this contract, becoming due or which should be performed within the terms of this contract on and after the ensuing January 1. Such obligations include the duty to make the report of extractions during the preceding calendar year (i.e., the year in which the contract is executed) required by Paragraph 6, and to make the payment based upon such extractions as required by Paragraph 5, provided, however, that such additional party shall have no liability under Paragraph 8 with respect to any nonpayments of an assessment based upon extractions by a Pumper or other additional party prior to the year in which such additional party joins in this contract.

As to each Pumper who executes this contract after it becomes effective, Upper District agrees that for a

period of 90 days after giving its said written consent, it will bring no action against such additional party to limit or define its rights to pump water in or from Upper Area. Further, if more than one such Pumper shall become a party to this agreement at the same time as any other pumper, each will execute and shall be deemed to have executed this contract and to have joined therein in consideration of the joinder in this contract by the other or others concurrently joining in this contract.

Any such additional party shall be deemed a Pumper for all purposes of this agreement.

17. Successors and Assigns. This contract shall inure to the benefit of and bind the successors in ownership of the water rights of the parties. If any Pumper shall sell or transfer or agree to sell or transfer its water rights in Upper Area or any part of such water rights, such Pumper shall require as a condition of any such sale, transfer or agreement that the purchaser or transferee, if not already a party to this contract, shall execute this contract and become a party thereto. Upon a full transfer of such rights by a Pumper and assumption by the assignee as above provided, the assigning Pumper shall be discharged of obligation hereunder. If such Pumper fails to obtain such assumption (except in cases of a transfer under order of court or by operation of law) the assigning Pumper shall

remain bound by the contract and production of water by said assignee by the exercise of the right assigned shall be treated as production by such Pumper.

18. Execution in Counterparts. This contract may be executed in counterparts (each counterpart being an exact copy or duplicate of the original) and all counterparts collectively shall be considered as constituting one complete contract.

IN WITNESS WHEREOF this contract is executed by the undersigned by its duly authorized officer.

Dated: _____.

_____

(SEAL) By _____

By _____

ed.

APPENDIX D

MAIN SAN GABRIEL BASIN JUDGMENT

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

UPPER SAN GABRIEL VALLEY
MUNICIPAL WATER DISTRICT

Plaintiff,

vs.

CITY OF ALHAMBRA, et al,

Defendants.

No. 924128

AMENDED JUDGMENT
(and Exhibits Thereto),

Honorable Florence T. Pickard
Assigned Judge Presiding

Original Judgment
Signed and Filed: December 29, 1972;
Entered: January 4, 1973
Book 6741, Page 197

JUDGMENT AS AMENDED AUGUST 24, 1989

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SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

UPPER SAN GABRIEL VALLEY MUNICIPAL WATER DISTRICT, Plaintiff, vs. CITY OF ALHAMBRA, et al., Defendants.	No. 924128 AMENDED JUDGMENT (And Exhibits Thereto)

HONORABLE FLORENCE T. PICKARD

Assigned Judge Presiding

DEPARTMENT 38

August 24, 1989

AMENDED JUDGMENT
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SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

UPPER SAN GABRIEL VALLEY MUNICIPAL WATER DISTRICT, Plaintiff, vs. CITY OF ALHAMBRA, et al., Defendants.	No. 924128 AMENDED JUDGMENT Hearing: August 24, 1989 Department 38, 9:00 A.M.

The Petition of the MAIN SAN GABRIEL BASIN WATERMASTER for this AMENDED JUDGMENT herein, came on regularly for hearing in this Court before the HONORABLE FLORENCE T. PICKARD, ASSIGNED JUDGE PRESIDING, on August 24, 1989; Ralph B. Helm appeared as attorney for Watermaster - Petitioner; and good cause appearing, the following ORDER and AMENDED JUDGMENT are, hereby, made:

I. INTRODUCTION

1. Pleadings, Parties, and Jurisdiction. The complaint herein was filed on January 2, 1968, seeking an adjudication of water rights. By amendment of said complaint and dismissals of certain parties, said adjudication was limited to the Main San Gabriel Basin and its Relevant Watershed. Substantially all

defendants and the cross-defendant have appeared herein, certain defaults have been entered, and other defendants dismissed. By the pleadings herein and by Order of this Court, the issues have been made those of a full inter se adjudication of water rights as between each and all of the parties. This Court has jurisdiction of the subject matter of this action and of the parties herein.

2. Stipulation for Entry of Judgment. A substantial majority of the parties, by number and by quantity of rights herein Adjudicated, Stipulated for entry of a Judgment in substantially the form of the original Judgment herein.

3. Lis Pendens. (New) A Lis Pendens was recorded August 20, 1970, as Document 2650, in Official Records of Los Angeles County, California, in Book M 3554, Page 866.

4. Findings and Conclusions. (Prior Judgment Section 3) Trial was had before the Court, sitting without a jury, John Shea, Judge Presiding, commencing on October 30, 1972, and Findings of Fact and Conclusions of Law have been entered herein.

5. Judgment. (New) Judgment (and Exhibits Thereto), Findings of Fact and Conclusions of Law (and Exhibits thereto), Order Appointing Watermaster, and Initial Watermaster Order were signed and filed December 29, 1972, and Judgment was entered January 4, 1973, in Book 6791, Page 197.

6. Intervention After Judgment. (New) Certain defendants have, pursuant to the Judgment herein and the Court's continuing jurisdiction, intervened and appeared herein after entry of Judgment.

7. Amendments to Judgment. (New) The original Judgment herein was previously amended on March 29, 1979, by: (1) adding definition (r [1]) thereto, (2) amending definition (bb) therein, (3) adding Exhibit "K" thereto, (4) adding Sections 14.5 and 16.5 thereto, and (5) amending Sections 37(b), 37(c), 37(d), and Section 47 therein; it was again amended on December 21, 1979, by amending Section 38(c) thereof; again amended on February 21, 1980, by amending Section 24 thereof; again amended on September 12, 1980, by amending Sections 35(a), 37(a), and 38(a); again amended on December 22, 1987, by adding Section 37(e) thereto; and last amended on July 22, 1988 by amending Section 37(e) thereof and Ordering an Amended Judgment herein.

8. Transfers. (New) Since the entry of Judgment herein there have been numerous transfers of Adjudicated water rights. To the date hereof, said transfers are reflected in Exhibits "C", "D", and "E".

9. Producers and Their Designees. (New) The current status of Producers and their Designees is shown on Exhibit "L".

10. Definitions. (Prior Judgment Section 4) As used in this Judgment, the following terms shall have the meanings herein set forth:

(a) Base Annual Diversion Right -- The average annual quantity of water which a Diverter is herein found to have the right to Divert for Direct Use.

(b) Direct Use --Beneficial use of water other than for spreading or Ground Water recharge.

(c) Divert or Diverting -- To take waters of any surface stream within the Relevant Watershed.

(d) Diverter -- Any party who Diverts.

(e) Elevation -- Feet above mean sea level.

(f) Fiscal Year -- A period July 1 through June 30, following.

(g) Ground Water -- Water beneath the surface of the ground and within the zone of saturation.

(h) Ground Water Basin -- An interconnected permeable geologic formation capable of storing a substantial Ground Water supply.

(i) Integrated Producer -- Any party that is both a Pumper and a Diverter, and has elected to have its rights adjudicated under the optional formula provided in Section 18 of this Judgment.

(j) In-Lieu Water Cost -- The differential between a Producer's non-capital cost of direct delivery of Supplemental Water and the cost of Production of Ground Water (including depreciation on Production facilities) to a particular Producer who has been required by Watermaster to take direct delivery of Supplemental Water in lieu of Ground Water.

(k) Key Well -- Baldwin Park Key Well, being elsewhere designated as State Well No. 1S/10W-7R2, or Los Angeles County Flood Control District Well No. 3030-F. Said well has a ground surface Elevation of 386.7.

(l) Long Beach Case -- Los Angeles Superior Court Civil Action No. 722647, entitled, "**Long Beach, et al., v. San Gabriel Valley Water Company, et al.**"

(m) Main San Gabriel Basin or Basin -- The Ground Water Basin underlying the area shown as such on Exhibit "A".

(n) Make-up Obligation -- The total cost of meeting the obligation of the Basin to the area at or below Whittier Narrows, pursuant to the Judgment in the Long Beach Case.

(o) Minimal Producer -- Any party whose Production in any Fiscal Year does not exceed five (5) acre feet.

(p) Natural Safe Yield -- The quantity of natural water supply which can be extracted annually from the Basin under conditions of long term average annual supply, net of the requirement to meet downstream rights as determined in the Long Beach Case (exclusive of Pumped export), and under cultural conditions as of a particular year.

(q) Operating Safe Yield -- The quantity of water which the Watermaster determines hereunder may be Pumped from the Basin in a particular Fiscal Year, free of the Replacement Water Assessment under the Physical Solution herein.

(r) Overdraft -- A condition wherein the total annual Production from the Basin exceeds the Natural Safe Yield thereof.

(s) Overlying Rights -- (Prior Judgment Section 4 (r) [1]) The right to Produce water from the Basin for use on Overlying Lands, which rights are exercisable only on specifically defined Overlying Lands and which cannot be separately conveyed or transferred apart therefrom.

(t) Physical Solution -- (Prior Judgment Section 4 (s)) The Court decreed method of managing the waters of the Basin so as to achieve the maximum utilization of the Basin and its water supply, consistent with the rights herein declared.

(u) Prescriptive Pumping Right -- (Prior Judgment

Section 4 (t)) The highest continuous extractions of water by a Pumper from the Basin for beneficial use in any five (5) consecutive years after commencement of Overdraft and prior to filing of this action, as to which there has been no cessation of use by that Pumper during any subsequent period of five (5) consecutive years, prior to the said filing of this action.

(v) Produce or Producing -- (Prior Judgment Section 4 (u)) To Pump or Divert water.

(w) Producer -- (Prior Judgment Section 4 (v)) A party who Produces water.

(x) Production -- (Prior Judgment Section 4 (w)) The annual quantity of water Produced, stated in acre feet.

(y) Pump or Pumping -- (Prior Judgment Section 4 (x)) To extract Ground Water from the Basin by Pumping or any other method.

(z) Pumper -- (Prior Judgment Section 4 (y)) Any party who Pumps water.

(aa) Pumper's Share -- (Prior Judgment Section 4 (z)) A Pumper's right to a percentage of the entire Natural Safe Yield, Operating Safe Yield and appurtenant Ground Water storage.

(bb) Relevant Watershed -- (Prior Judgment Section 4(aa)) That portion of the San Gabriel River watershed tributary to Whittier Narrows which is shown as such on Exhibit "A", and the exterior boundaries of which are described in Exhibit "B".

(cc) Replacement Water -- (Prior Judgment Section 4 (bb)) Water purchased by Watermaster to replace:

(1) Production in excess of a Pumper's Share of Operating Safe Yield; (2) The consumptive use portion resulting from the exercise of an Overlying Right; and (3) Production in excess of a Diverter's right to Divert for Direct Use.

(dd) Responsible Agency -- (Prior Judgment Section 4 (cc)) The municipal water district which is the normal and appropriate source from whom Watermaster shall purchase Supplemental Water for replacement purposes under the Physical Solution, being one of the following:

(1) Upper District -- Upper San Gabriel Valley Municipal Water District, a member public agency of The Metropolitan Water District of Southern California (MWD).

(2) San Gabriel District -- San Gabriel Valley Municipal Water District, which has a direct contract with the State of California for State Project Water.

(3) Three Valleys District -- Three Valleys Municipal Water District, formerly, "Pomona Valley Municipal Water District", a member public agency of MWD.

(ee) Stored Water -- (Prior Judgment Section 4 (dd)) Supplemental Water stored in the Basin pursuant to a contract with Watermaster as authorized by Section 34(m).

(ff) Supplemental Water -- (Prior Judgment Section 4 (ee)) Nontributary water imported through a Responsible Agency.

(gg) Transporting Parties -- (Prior Judgment Section 4 (ff)) Any party presently transporting water (i.e., during the 12 months immediately preceding the making of the findings herein) from the Relevant Watershed or Basin to an area outside

thereof, and any party presently or hereafter having an interest in lands or having a service area outside the Basin or Relevant Watershed contiguous to lands in which it has an interest or a service area within the Basin or Relevant Watershed. Division by a road, highway, or easement shall not interrupt contiguity. Said term shall also include the City of Sierra Madre, or any party supplying water thereto, so long as the corporate limits of said City are included within one of the Responsible Agencies and if said City, in order to supply water to its corporate area from the Basin, becomes a party to this action bound by this Judgment.

(hh) Water Level -- (Prior Judgment Section 4 (gg)) The measured Elevation of water in the Key Well, corrected for any temporary effects of mounding caused by replenishment or local depressions caused by Pumping.

(ii) Year -- (Prior Judgment Section 4 (hh)) A calendar year, unless the context clearly indicates a contrary meaning.

11. Exhibits. (Prior Judgment Section 5) The following exhibits are attached to this Judgment and incorporated herein by this reference:

Exhibit "A" -- Map entitled "San Gabriel River Watershed Trihutary to Whittier Narrows", showing the boundaries and relevant geologic and hydrologic features in the portion of the watershed of the San Gabriel River lying upstream from Whittier Narrows.

Exhibit "B" -- Boundaries of Relevant Watershed.

Exhibit "C" -- Table Showing Base Annual Diversion

Rights of Certain Diverters.

Exhibit "D" -- Table Showing Prescriptive Pumping Rights and Pumper's Share of Each Pumper.

Exhibit "E" -- Table Showing Production Rights of Each Integrated Producer.

Exhibit "F" -- Table Showing Special Category Rights.

Exhibit "G" -- Table Showing Non-consumptive Users.

Exhibit "H" -- Watermaster Operating Criteria.

Exhibit "J" -- Puente Narrows Agreement.

Exhibit "K" -- Overlying Rights, Nature of Overlying Right, Description of Overlying Lands to which Overlying Rights are Appurtenant, Producers Entitled to Exercise Overlying Rights and their Respective Consumptive Use Portions, and Map of Overlying Lands.

Exhibit "L" -- (New) List of Producers And Their Designees, as of June 1988.

Exhibit "M" -- (New) Watermaster Members, Officers and Staff, Including Calendar Year 1989.

II. DECREE

NOW, THEREFORE, IT IS HEREBY DECLARED, ORDERED, ADJUDGED AND DECREED:

A. DECLARATION OF HYDROLOGIC CONDITIONS

12. Basin as Common Source of Supply. (Prior Judgment Section 6) The area shown on Exhibit "A" as Main San Gabriel Basin overlies a Ground Water basin. The Relevant Watershed is the watershed area within which rights are herein adjudicated. The waters of the Basin and Relevant Watershed constitute a common source of natural water supply to the parties herein.

13. Determination of Natural Safe Yield. (Prior Judgment Section 7) The Natural Safe Yield of the Main San Gabriel Basin is found and declared to be one hundred fifty-two thousand seven-hundred (152,700) acre feet under Calendar Year 1967 cultural conditions.

14. Existence of Overdraft. (Prior Judgment Section 8) In each and every Calendar Year commencing with 1953, the Basin has been and is in Overdraft.

B. DECLARATION OF RIGHTS

15. Prescription. (Prior Judgment Section 9) The use of water by each and all parties and their predecessors in interest has been open, notorious, hostile, adverse, under claim of right, and with notice of said overdraft continuously from January 1, 1953 to January 4, 1973. The rights of each party herein declared are prescriptive in nature. The following aggregate consequences of said prescription within the Basin and Relevant Watershed are hereby declared:

(a) Prior Prescription. Diversions within the Relevant Watershed have created rights for direct consumptive use within the Basin, as declared and determined in Sections 16 and 18 hereof, which are of equal priority *inter se*, but which are prior and paramount to Pumping Rights in the Basin.

(b) Mutual Prescription. The aggregate Prescriptive Pumping Rights of the parties who are Pumpers now exceed, and for many years prior to filing of this action, have exceeded, the Natural Safe Yield of the Basin. By reason of said condition, all rights of said Pumpers are declared

to be mutually prescriptive and of equal priority, inter se.

(c) Common Ownership of Safe Yield and Incidents Thereto. By reason of said Overdraft and mutual Prescription, the entire Natural Safe Yield of the Basin, the Operating Safe Yield thereof and the appurtenant rights to Ground Water storage capacity of the Basin are owned by Pumpers in undivided Pumpers' Shares as hereinafter individually declared, subject to the control of Watermaster, pursuant to the Physical Solution herein decreed. Nothing herein shall be deemed in derogation of the rights to spread water pursuant to rights set forth in Exhibit "G".

16. Surface Rights. (Prior Judgment Section 10) Certain of the aforesaid prior and paramount prescriptive water rights of Diverters to Divert for Direct Use stream flow within the Relevant Watershed are hereby declared and found in terms of Base Annual Diversion Right as set forth in Exhibit "C". Each Diverter shown on Exhibit "C" shall be entitled to Divert for Direct Use up to two hundred percent (200%) of said Base Annual Diversion Right in any one (1) Fiscal Year; provided that the aggregate quantities of water Diverted in any consecutive ten (10) Fiscal Year period shall not exceed ten (10) times such Diverter's Base Annual Diversion Right.

17. Ground Water Rights. (Prior Judgment Section 11) The Prescriptive Pumping Right of each Pumper, who is not an Integrated Producer, and his Pumper's Share are declared as set forth in Exhibit "D".

18. Optional Integrated Production Rights. (Prior Judgment Section 12) Those parties listed on Exhibit "E" have elected to be treated as Integrated Producers. Integrated Production Rights have two (2) historical components:

(1) a fixed component based upon historic Diversions for Direct Use; and

(2) a mutually prescriptive Pumper's Share component based upon Pumping during the period 1953 through 1967.

Assessment and other Watermaster regulation of the rights of such parties shall relate to and be based upon each such component. So far as future exercise of such rights is concerned, however, the gross quantity of the aggregate right in any Fiscal Year may be exercised, in the sole discretion of such party, by either Diversion or Pumping or any combination or apportionment thereof; provided, that for Assessment purposes the first water Produced in any Fiscal Year (other than "carry-over", under Section 49 hereof) shall be deemed an exercise of the Diversion component, and any Production over said quantity shall be deemed Pumped water, regardless of the actual method of Production.

19. Special Category Rights. (Prior Judgment Section 13) The parties listed on Exhibit "F" have water rights in the Relevant Watershed which are not ordinary Production rights. The nature of each such right is as described in Exhibit "F".

20. Non-consumptive Practices. (Prior Judgment Section 14) Certain Producers have engaged in Water Diversion and spreading practices which have caused such Diversions to have a

non-consumptive or beneficial impact upon the aggregate water supply available in the Basin. Said parties, and a statement of the nature of their rights, uses and practices, are set forth in Exhibit "G". The Physical Solution decreed herein, and particularly its provisions for Assessments, shall not apply to such non-consumptive uses. Watermaster may require reports on the operations of said parties.

21. Overlying Rights. (Prior Judgment Section 14.5) Producers listed in Exhibit "K" hereto were not parties herein at the time of the original entry of Judgment herein. They have exercised in good faith Overlying Rights to Produce water from the Basin during the periods subsequent to the entry of Judgment herein and have by self-help initiated or maintained appurtenant Overlying Rights. Such rights are exercisable without quantitative limit only on specifically described Overlying Land and cannot be separately conveyed or transferred apart therefrom. As to such rights and their exercise, the owners thereof shall become parties to this action and be subject to Watermaster Replacement Water Assessments under Section 45 (b) hereof, sufficient to purchase Replenishment Water to offset the net consumptive use of such Production and practices. In addition, the gross amount of such Production for such overlying use shall be subject to Watermaster Administrative Assessments under Section 45 (a) hereof and the consumptive use portion of such Production for overlying use shall be subject to Watermaster's In-Lieu Water Cost Assessments under Section 45 (d) hereof. The Producers presently entitled to exercise Overlying Rights, a description of the Overlying Land to which

Overlying Rights are appurtenant, the nature of use and the consumptive use portion thereof are set forth in Exhibit "K" hereto. Watermaster may require reports and make inspections of the operations of said parties for purposes of verifying the uses set forth in said Exhibit "K", and, in the event of a material change, to redetermine the net amount of consumptive use by such parties as changed in the exercise of such Overlying Rights. Annually, during the first two (2) weeks of June in each Calendar Year, such Overlying Rights Producers shall submit to Watermaster a verified statement as to the nature of the then current uses of said Overlying Rights on said Overlying Lands for the next ensuing Fiscal Year, whereupon Watermaster shall either affirm the prior determination or redetermine the net amount of the consumptive use portion of the exercise of such Overlying Right by said Overlying Rights Producer.

C. INJUNCTION

22. Injunction Against Unauthorized Production. (Prior Judgment Section 15) Effective July 1, 1973, each and every party, its officers, agents, employees, successors and assigns, to whom rights to waters of the Basin or Relevant Watershed have been declared and decreed herein is ENJOINED AND RESTRAINED from Producing water for Direct Use from the Basin or the Relevant Watershed except pursuant to rights and Pumpers' Shares herein decreed or which may hereafter be acquired by transfer pursuant to Section 55, or under the provisions of the Physical Solution in this Judgment and the Court's continuing jurisdiction, provided that no party is enjoined from Producing up to five (5) acre feet per Fiscal Year.

23. Injunction re Non-consumptive Uses. (Prior Judgment Section 16) Each party listed in Exhibit "G", its officers, agents, employees, successors and assigns, is **ENJOINED AND RESTRAINED** from materially changing said non-consumptive method of use.

24. Injunction Re Change in Overlying Use Without Notice Thereof To Watermaster. (Prior Judgment Section 16.5) Each party listed in Exhibit "K", its officers, agents, employees, successors and assigns, is **ENJOINED AND RESTRAINED** from materially changing said overlying uses at any time without first notifying Watermaster of the intended change of use, in which event Watermaster shall promptly redetermine the consumptive use portion thereof to be effective after such change.

25. Injunction Against Unauthorized Recharge. (Prior Judgment Section 17) Each party, its officers, agents, employees, successors and assigns, is **ENJOINED AND RESTRAINED** from spreading, injecting or otherwise recharging water in the Basin except pursuant to: (a) an adjudicated non-consumptive use, or (b) consent and approval of or Cyclic Storage Agreement with Watermaster, or (c) subsequent order of this Court.

26. Injunction Against Transportation From Basin or Relevant Watershed. (Prior Judgment Section 18) Except upon further order of Court, all parties, other than Transporting Parties and MWD in its exercise of its Special Category Rights, to the extent authorized therein, are **ENJOINED AND RESTRAINED** from transporting water hereafter Produced from the Relevant Watershed or Basin outside the areas thereof. For purposes of

this Section, water supplied through a city water system which lies chiefly within the Basin shall be deemed entirely used within the Basin. Transporting Parties are entitled to continue to transport water to the extent that any Production of water by any such party does not violate the injunctive provisions contained in Section 22 hereof; provided that said water shall be used within the present service areas or corporate or other boundaries and additions thereto so long as such additions are contiguous to the then existing service area or corporate or other boundaries; except that a maximum of ten percent (10%) of use in any Fiscal Year may be outside said then existing service areas or corporate or other boundaries.

D. CONTINUING JURISDICTION

27. Jurisdiction Reserved. (Prior Judgment Section 19) Full jurisdiction, power and authority are retained by and reserved to the Court for purposes of enabling the Court upon application of any party or of the Watermaster, by motion and upon at least thirty (30) days notice thereof, and after hearing thereon, to make such further or supplemental orders or directions as may be necessary or appropriate for interim operation before the Physical Solution is fully operative, or for interpretation, enforcement or carrying out of this Judgment, and to modify, amend or amplify any of the provisions of this Judgment or to add to the provisions thereof consistent with the rights herein decreed. Provided, that nothing in this paragraph shall authorize:

(1) modification or amendment of the quantities specified in the declared rights of any party;

(2) modification or amendment of the manner of exercise of the Base Annual Diversion Right or Integrated Production Right of any party; or

(3) the imposition of an injunction prohibiting transportation outside the Relevant Watershed or Basin as against any Transporting Party transporting in accordance with the provisions of this Judgment or against MWD as to its Special Category Rights.

E. WATERMASTER

28. Watermaster to Administer Judgment. (Prior Judgment Section 20) A Watermaster comprised of nine (9) persons, to be nominated as hereinafter provided and appointed by the Court, shall administer and enforce the provisions of this Judgment and any subsequent instructions or orders of the Court thereunder.

29. Qualification, Nomination and Appointment. (Prior Judgment Section 21) The nine (9) member Watermaster shall be composed of six (6) Producer representatives and three (3) public representatives qualified, nominated and appointed as follows:

(a) Qualification. Any adult citizen of the State of California shall be eligible to serve on Watermaster; provided, however, that no officer, director, employee or agent of Upper District or San Gabriel District shall be qualified as a Producer member of Watermaster.

(b) Nomination of Producer Representatives. A meeting of all parties shall be held at the regular meeting of Watermaster in November of each year, at the offices of Watermaster. Nomination of the six (6) Producer

representatives shall be by cumulative voting, in person or by proxy, with each Producer entitled to one (1) vote for each one hundred (100) acre feet, or portion thereof, of Base Annual Diversion Right or Prescriptive Pumping Right or Integrated Production Right.

(c) Nomination of Public Representatives. On or before the regular meeting of Watermaster in November of each year, the three (3) public representatives shall be nominated by the boards of directors of Upper District (which shall select two [2]) and San Gabriel District (which shall select one [1]). Said nominees shall be members of the board of directors of said public districts.

(d) Appointment. All Watermaster nominations shall be promptly certified to the Court, which will in ordinary course confirm the same by an appropriate order appointing said Watermaster; provided, however, that the Court at all times reserves the right and power to refuse to appoint, or to remove, any member of Watermaster.

30. Term and Vacancies. (Prior Judgment Section 22) Each member of Watermaster shall serve for a one (1) year term commencing on January 1, following his appointment, or until his successor is appointed. In the event of a vacancy on Watermaster, a successor shall be nominated at a special meeting to be called by Watermaster within ninety (90) days (in the case of a Producer representative) or by action of the appropriate district board of directors (in the case of a public representative).

31. Quorum. (Prior Judgment Section 23) Five (5) members

of the Watermaster shall constitute a quorum for the transaction of affairs of the Watermaster. Action by the affirmative vote of five (5) members shall constitute action by Watermaster, <u>except</u> that the affirmative vote of six (6) members shall be required:

(a) to approve the purchase, spreading or injection of water for Ground Water recharge, or

(b) to enter in any Agreement pursuant to Section 34 (m) hereof.

32. <u>Compensation.</u> (Prior Judgment Section 24) Each Watermaster member shall receive compensation of One Hundred Dollars ($100.00) per day for each day's attendance at meetings of Watermaster or for each day's service rendered as a Watermaster member at the request of Watermaster, together with any expenses incurred in the performance of his duties required or authorized by Watermaster. No member of the Watermaster shall be employed by or compensated for professional services rendered by him to Watermaster, other than the compensation herein provided, and any authorized travel or related expense.

33. <u>Organization.</u> (Prior Judgment Section 25) At its first meeting in each year, Watermaster shall elect a chairman and a vice chairman from its membership. It shall also select a secretary, a treasurer and such assistant secretaries and assistant treasurers as may be appropriate, any of whom may, but need not be, members of Watermaster.

(a) <u>Minutes</u>. Minutes of all Watermaster meetings shall be kept which shall reflect all actions taken by Watermaster. Draft copies thereof shall be furnished to

any party who files a request therefor in writing with Watermaster. Said draft copies of minutes shall constitute notice of any Watermaster action therein reported; failure to request copies thereof shall constitute waiver of notice.

(b) Regular Meetings. Watermaster shall hold regular meetings at places and times to be specified in Watermaster's rules and regulations to be adopted by Watermaster. Notice of the scheduled or regular meetings of Watermaster and of any changes in the time or place thereof shall be mailed to all parties who shall have filed a request therefor in writing with Watermaster.

(c) Special Meetings. Special meetings of Watermaster may be called at any time by the chairman or vice chairman or by any three (3) members of Watermaster by written notice delivered personally or mailed to each member of Watermaster and to each party requesting notice, at least twenty-four (24) hours before the time of each such meeting in the case of personal delivery, and forty-eight (48) hours prior to such meeting in the case of mail. The calling notice shall specify the time and place of the special meeting and the business to be transacted at such meeting. No other business shall be considered at such meeting.

(d) Adjournments. Any meeting of Watermaster may be adjourned to a time and place specified in the order of adjournment. Less than a quorum may so adjourn from time to time. A copy of the order or notice of adjournment

shall be conspicuously posted on or near the door of the place where the meeting was held within twenty-four (24) hours after adoption of the order of adjournment.

34. Powers and Duties. (Prior Judgment Section 26) Subject to the continuing supervision and control of the Court, Watermaster shall have and may exercise the following express powers, and shall perform the following duties, together with any specific powers, authority and duties granted or imposed elsewhere in this Judgment or hereafter ordered or authorized by the Court in the exercise of its continuing jurisdiction.

(a) Rules and Regulations. To make and adopt any and all appropriate rules and regulations for conduct of Watermaster affairs. A copy of said rules and regulations and any amendments thereof shall be mailed to all parties.

(b) Acquisition of Facilities. To purchase, lease, acquire and hold all necessary property and equipment; provided, however, that Watermaster shall not acquire any interest in real property in excess of year-to-year tenancy for necessary quarters and facilities.

(c) Employment of Experts and Agents. To employ such administrative personnel, engineering, geologic, accounting, legal or other specialized services and consulting assistants as may be deemed appropriate in the carrying out of its powers and to require appropriate bonds from all officers and employees handling Watermaster funds.

(d) Measuring Devices, etc. To cause parties, pursuant to uniform rules, to install and maintain in good

operating condition, at the cost of each party, such necessary measuring devices or meters as may be appropriate; and to inspect and test any such measuring device as may be necessary.

(e) Assessments. To levy and collect all Assessments specified in the Physical Solution.

(f) Investment of Funds. To hold and invest any and all funds which Watermaster may possess in investments authorized from time to time for public agencies in the State of California.

(g) Borrowing. To borrow in anticipation of receipt of Assessment proceeds an amount not to exceed the annual amount of Assessments levied but uncollected.

(h) Purchase of and Recharge with Supplemental Water. To purchase Supplemental Water and to introduce the same into the Basin for replacement or cyclic storage purposes, subject to the affirmative vote of six (6) members of Watermaster.

(i) Contracts. To enter into contracts for the performance of any administrative powers herein granted, subject to approval of the Court.

(j) Cooperation With Existing Agencies. To act jointly or cooperate with agencies of the United States and the State of California or any political subdivision, municipality or district to the end that the purposes of the Physical Solution may be fully and economically carried out. Specifically, in the event Upper District has facilities available and adequate to accomplish any of the

administrative functions of Watermaster, consideration shall be given to performing said functions under contract with Upper District in order to avoid duplication of facilities.

(k) Assumption of Make-up Obligation. Watermaster shall assume the Make-up Obligation for and on behalf of the Basin.

(m) Water Quality. Water quality in the Basin shall be a concern of Watermaster, and all reasonable steps shall be taken to assist and encourage appropriate regulatory agencies to enforce reasonable water quality regulations affecting the Basin, including regulation of solid and liquid waste disposal.

(n) Cyclic Storage Agreements. To enter into appropriate contracts, to be approved by the Court, for utilization of Ground Water storage capacity of the Basin for cyclic or regulatory storage of Supplemental Water by parties and non-parties, for subsequent recovery or Watermaster credit by the storing entity, pursuant to uniform rules and conditions, which shall include provision for:

(1) Watermaster control of all spreading or injection and extraction scheduling and procedures for such stored water;

(2) calculation by Watermaster of any special costs, damages or burdens resulting from such operations;

(3) determination by Watermaster of, and

accounting for, all losses in stored water, assuming that such stored water floats on top of the Ground Water supplies, and accounting for all losses of water which otherwise would have replenished the Basin, with priorities being established as between two or more such contractors giving preference to parties over non-parties; and

(4) payment to Watermaster for the benefit of the parties hereto of all special costs, damages or burdens incurred (without any charge, rent, assessment or expense as to parties hereto by reason of the adjudicated proprietary character of said storage rights, nor credit or offset for benefits resulting from such storage); provided, that no party shall have any direct interest in or control over such contracts or the operation thereof by reason of the adjudicated right of such party, the Watermaster having sole custody and control of all Ground Water storage rights in the Basin pursuant to the Physical Solution herein, and subject to review of the Court.

(o) Notice List. Maintain a current list of party designees to receive notice hereunder, in accordance with Section 54 hereof.

35. Policy Decisions -- Procedure. (Prior Judgment Section 27) It is contemplated that Watermaster will exercise discretion in making policy decisions relating to Basin management under the Physical Solution decreed herein. In order to assure full participation and opportunity to be heard for

those affected, no policy decision shall be made by Watermaster until thirty (30) days after the question involved has been raised for discussion at a Watermaster meeting and noted in the draft of minutes thereof.

36. Reports. (Prior Judgment Section 28) Watermaster shall annually file with the Court and mail to the parties a report of all Watermaster activities during the preceding year, including an audited statement of all accounts and financial activities of Watermaster, summary reports of Diversions and Pumping, and all other pertinent information. To the extent practical, said report shall be mailed to all parties on or before November 1.

37. Review Procedures. (Prior Judgment Section 29) Any action, decision, rule or procedure of Watermaster (other than a decision establishing Operating Safe Yield, see Section 43[c]) shall be subject to review by the Court on its own motion or on timely motion for an Order to Show Cause by any party, as follows:

(a) Effective Date of Watermaster Action. Any order, decision or action of Watermaster shall be deemed to have occurred on the date that written notice thereof is mailed. Mailing of draft copies of Watermaster minutes to the parties requesting the same shall constitute notice to all such parties.

(b) Notice of Motion. Any party may, by a regularly noticed motion, petition the Court for review of said Watermaster's action or decision. Notice of such motion shall be mailed to Watermaster and all parties. Unless so

ordered by the Court, such petition shall not operate to stay the effect of such Watermaster action.

(c) Time for Motion. Notice of motion to review any Watermaster action or decision shall be served and filed within ninety (90) days after such Watermaster action or decision.

(d) De Novo Nature of Proceeding. Upon filing of such motion for hearing, the Court shall notify the parties of a date for taking evidence and argument, and shall review de novo the question at issue on the date designated. The Watermaster decision or action shall have no evidentiary weight in such proceeding.

(e) Decision. The decision of the Court in such proceeding shall be an appealable Supplemental Order in this case. When the same is final, it shall be binding upon the Watermaster and the parties.

F. PHYSICAL SOLUTION

38. Purpose and Objective. (Prior Judgment Section 30) Consistent with the California Constitution and the decisions of the Supreme Court, the Court hereby adopts and Orders the parties to comply with this Physical Solution. The purpose and objective of these provisions is to provide a legal and practical means for accomplishing the most economic, long term, conjunctive utilization of surface, Ground Water, Supplemental Water and Ground Water storage capacity to meet the needs and requirements of the water users dependent upon the Basin and Relevant Watershed, while preserving existing equities.

39. Need for Flexibility. (Prior Judgment Section 31) In

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Attorney for Watermaster - Petitioner

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STETSON ENGINEERS INC.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

UPPER SAN GABRIEL VALLEY MUNICIPAL WATER DISTRICT, Plaintiff, vs. CITY OF ALHAMBRA, et al., Defendants.	No. 924129 ORDER AMENDING JUDGMENT TO EXPAND WATERMASTER'S POWERS TO INCLUDE MAINTENANCE, IMPROVEMENT, AND CONTROL OF BASIN WATER QUALITY WITH ALLOWABLE FUNDING THROUGH IN-LIEU ASSESSMENTS Hearing: August 7, 1990 Department 38, 9:15 A. M.

The Petition of the Main San Gabriel Basin Watermaster (Watermaster) for Amendment to Judgment herein to expand its powers to include maintenance, improvement, and control of Basin water quality by controlling pumping in the Basin, with allowable funding for associated costs to be paid through its In-Lieu Assessments, was continued on July 31, 1990, to August 7, 1990, when it duly and regularly came on for hearing, at 9:15 o'clock A. M. in Department 38 of the above entitled Court, the Honorable FLORENCE T. PICKARD, Assigned Judge Presiding. Ralph B. Helm appeared as Attorney for Watermaster - Petitioner; Wayne K. Lemieux appeared for Defendant, San Gabriel Valley Municipal Water District, in support of the Petition; Fred Vendig, General

Counsel, Karen L. Tachiki, Assistant General Counsel, and Victor E. Gleason, Senior Deputy General Counsel, by Victor E. Gleason, appeared for Defendant, The Metropolitan Water District of Southern California, in support of the Petition; Timothy J. Ryan appeared for Defendant, San Gabriel Valley Water Company, in opposition to the Petition; Lagerlof, Senecal, Drescher & Swift, by H. Jess Senecal, appeared for Defendants, Calmat Company, Livingston-Graham, Owl Rock Products, AZ-Two, Inc., and Sully-Miller Contracting Company, in opposition to the Petition; Ira Reiner, Los Angeles County District Attorney, by Jan Chatten-Brown, Special Assistant to the District Attorney, appeared in opposition to the Petition; and Sarah F. Bates and Laurens H. Silver, by Sarah F. Bates, appeared on behalf of Amicus Curiae Sierra Club, in opposition to the Petition.

The Court acknowledged receipt and consideration of: letters in support of the Petition by the California Regional Water Quality Control Board - Los Angeles Region and by the State Water Resources Control Board; a copy of a letter addressed to the Attorney for Petitioner, from the US Environmental Protection Agency - Region IX, by Mark J. Klaiman, Assistant Regional Counsel, regarding several matters of federal law which EPA believed might ultimately affect the subject Petition; a letter in opposition to the Petition by East Valleys Organization; and a FAX communication to the Court, in opposition to the Petition, from Congressman Esteban E. Torres, which was not communicated to nor seen by the parties.

Members of the public, present in Court, were invited to, and did, present oral testimony during the hearing.

Under date of December 10, 1990 the Court entered its Intended Decision Re Amendment To Judgment and, by minute order duly entered and mailed to Counsel for Petitioner, ordered copies thereof mailed forthwith to all appearing parties, including those appearing as friends of the court, and to all other affected parties on the case's current mailing list.

A Proof Of Service by mail on December 13, 1990, Of Intended Decision Re Amendment To Judgment, as ordered, has been filed with the Court.

Opposition to Petitioner's Proposed Order were filed by Amicus Curiae Sierra Club, Amicus Curiae Los Angeles District Attorney, and by Producer Parties Calmat Co., Livingston-Graham, Owl Rock Products Company, AZ-Two, Inc., and Sully-Miller Contracting Company.

Proof being made to the satisfaction of the Court and good cause appearing:

IT IS, HEREBY, ORDERED:

1. That the Amended Judgment herein be further amended by amending Subsection (j) of Section 10 thereof, Definitions, and Section 40 thereof, Division F, Physical Solution, to read as follows:

"10 (j) <u>In-Lieu Water Cost</u> - - The differential between a particular Producer's cost of Watermaster directed produced, treated, blended, substituted, or Supplemental Water delivered or substituted to, for, or taken by, such Producer in-lieu of his cost of otherwise normally Producing a like amount of Ground Water from the Basin.

"40. <u>Watermaster Control.</u> (Prior Judgment Section 32)

In order to develop an adequate and effective program of Basin management, it is essential that Watermaster have broad discretion in the making of Basin management decisions within the ambit hereinafter set forth. The maintenance, improvement, and control of the water quality and quantity of the Basin, withdrawal and replenishment of supplies of the Basin and Relevant Watershed, and the utilization of the water resources thereof, must be subject to procedures established by Watermaster in implementation of the Physical Solution provisions of this Judgment. Both the quantity and quality of said water resource are thereby preserved and its beneficial utilization maximized.

"(a) Watermaster shall develop an adequate and effective program of Basin management. The maintenance, improvement, and control of the water quality and quantity of the Basin, withdrawal and replenishment of supplies of the Basin and Relevant Watershed, and the utilization of the water resources thereof, must be subject to procedures established by Watermaster in implementation of the Physical Solution provisions of this Judgment. All Watermaster programs and procedures shall be adopted only after a duly noticed public hearing pursuant to Sections 37 and 40 of the Amended Judgment herein.

"(b) Watermaster shall have the power to control pumping in the Basin by water Producers therein for Basin cleanup and water quality control so that specific well production can be directed as to a lesser amount, to total cessation, as to an increased amount, and even to require pumping in a new location in the

Basin. Watermaster's right to regulate pumping activities of Producers shall be subordinate to any conflicting Basin cleanup plan established by the EPA or other public governmental agency with responsibility for ground water management or clean up.

"(c) Watermaster may act individually or participate with others to carry on technical and other necessary investigations of all kinds and collect data necessary to carry out the herein stated purposes. It may engage in contractual relations with the EPA or other agencies in furtherance of the clean up of the Basin and enter into contracts with agencies of the United States, the State of California, or any political subdivision, municipality, or district thereof, to the extent allowed under applicable federal or state statutes. Any cooperative agreement between the Watermaster and EPA shall require the approval of the appropriate Agency(s) of the State of California.

"(d) For regulation and control of pumping activity in the Basin, Watermaster shall adopt Rules and Regulations and programs to promote, manage and accomplish clean up of the Basin and its waters, including, but not limited to, measures to confine, move, and remove contaminants and pollutants. Such Rules and Regulations and programs shall be adopted only after a duly Noticed Public Hearing by Watermaster and shall be subject to Court review pursuant to Section 37 of the Amended Judgment herein.

"(e) Watermaster shall determine whether funds from local, regional, state or federal agencies are available for regulating pumping and the various costs associated with, or arising from such activities. If no public funds are available from local,

regional, state, or federal agencies, the costs shall be obtained and paid by way of an In-Lieu Assessment by Watermaster pursuant to Section 10 (j) of the Amended Judgment herein. Provided such In-Lieu Assessments become necessary, the costs shall be borne by all Basin Producers.

"(f) Watermaster is a Court empowered entity with limited powers, created pursuant to the Court's Physical Solution Jurisdiction under Article X, Section 2 of the California Constitution. None of the Powers granted herein to Watermaster shall be construed as designating Watermaster a political subdivision of the State of California or authorizing Watermaster to act as 'lead agency' to administer the federal Superfund for clean up of the Basin."

2. This Amended Judgment shall continue in full force and effect as hereby Ordered and Amended.

Dated: January 29, 1991.

/s/Florence T. Pickard
FLORENCE T. PICKARD
Judge of the Superior Court,
Specially Assigned

order that Watermaster may be free to utilize both existing and new and developing technological, social and economic concepts for the fullest benefit of all those dependent upon the Basin, it is essential that the Physical Solution hereunder provide for maximum flexibility and adaptability. To that end, the Court has retained continuing jurisdiction to supplement the broad discretion herein granted to the Watermaster.

40. Watermaster Control. (Prior Judgment Section 32) In order to develop an adequate and effective program of Basin management, it is essential that Watermaster have broad discretion in the making of Basin management decisions within the ambit hereinafter set forth. Withdrawal and replenishment of supplies of the Basin and Relevant Watershed and the utilization of the water resources thereof, and of available Ground Water storage capacity, must be subject to procedures established by Watermaster in implementation of the provisions of this Judgment. Both the quantity and quality of said water resource are thereby preserved and its beneficial utilization maximized.

41. General Pattern of Contemplated Operation. (Prior Judgment Section 33) In general outline (subject to the specific provisions hereafter and to Watermaster Operating Criteria set forth in Exhibit "H"), Watermaster will determine annually the Operating Safe Yield of the Basin and will notify each Pumper of his share thereof, stated in acre feet per Fiscal Year. Thereafter, no party may Produce in any Fiscal Year an amount in excess of the sum of his Diversion Right, if any, plus his Pumper's Share of such Operating Safe Yield, or his

Integrated Production Right, or the terms of any Cyclic Storage Agreement, without being subject to Assessment for the purpose of purchasing Replacement Water. In establishing the Operating Safe Yield, Watermaster shall follow all physical, economic, and other relevant parameters provided in the Watermaster Operating Criteria. Watermaster shall have Assessment powers to raise funds essential to implement the management plan in any of the several special circumstances herein described in more detail.

42. Basin Operating Criteria. (Prior Judgment Section 34) Until further order of the Court and in accordance with the Watermaster Operating Criteria, Watermaster shall not spread Replacement Water when the water level at the Key Well exceeds Elevation two hundred fifty (250), and Watermaster shall spread Replacement Water, insofar as practicable, to maintain the water level at the Key Well above Elevation two hundred (200).

43. Determination of Operating Safe Yield. (Prior Judgment Section 35) Watermaster shall annually determine the Operating Safe Yield applicable to the succeeding Fiscal Year and estimate the same for the next succeeding four (4) Fiscal Years. In making such determination, Watermaster shall be governed in the exercise of its discretion by the Watermaster Operating Criteria. The procedures with reference to said determination shall be as follows:

(a) Preliminary Determination. On or before Watermaster's first meeting in April of each year, Watermaster shall make a Preliminary Determination of the Operating Safe Yield of the Basin for each of the succeeding five Fiscal Years. Said determination shall be

made in the form of a report containing a summary statement of the considerations, calculations and factors used by Watermaster in arriving at said Operating Safe Yield.

(b) Notice and Hearing. A copy of said Preliminary Determination and report shall be mailed to each Pumper and Integrated Producer at least ten (10) days prior to a hearing to be held at Watermaster's regular meeting in May, of each year, at which time objections or suggested corrections or modifications of said determinations shall be considered. Said hearing shall be held pursuant to procedures adopted by Watermaster.

(c) Watermaster Determination and Review Thereof. Within thirty (30) days after completion of said hearing, Watermaster shall mail to each Pumper and Integrated Producer a final report and determination of said Operating Safe Yield for each such Fiscal Year, together with a statement of the Producer's entitlement in each such Fiscal Year stated in acre feet. Any affected party, within thirty (30) days of mailing of notice of said Watermaster determination, may, by a regularly noticed motion, petition the Court for an Order to Show Cause for review of said Watermaster finding, and thereupon the Court shall hear such objections and settle such dispute. Unless so ordered by the Court, such petition shall not operate to stay the effect of said report and determination. In the absence of such review proceedings, the Watermaster determination shall be final.

44. Reports of Pumping and Diversion. (Prior Judgment

Section 36) Each party (other than Minimal Producers) shall file with the Watermaster quarterly, on or before the last day of January, April, July and October, a report on a form to be prescribed by Watermaster showing the total Pumping and Diversion (separately for Direct Use and for non-consumptive use, if any,) of such party during the preceding calendar quarter.

45. Assessments -- Purpose. (Prior Judgment Section 37) Watermaster shall have the power to levy and collect Assessments from the parties (other than Minimal Producers, non-consumptive users, or Production under Special Category Rights or Cyclic Storage Agreements) based upon Production during the preceding Fiscal Year. Said Assessments may be for one or more of the following purposes:

(a) Watermaster Administration Costs. Within thirty (30) days after completion of the hearing on the Preliminary Determination of the Operating Safe Yield of the Basin and Watermaster's determination thereof, pursuant to Section 43 hereof, Watermaster shall adopt a proposed budget for the succeeding Fiscal Year and shall mail a copy thereof to each party, together with a statement of the level of Administration Assessment levied by Watermaster which will be collected for purposes of raising funds for said budget. Said Assessment shall be uniformly applicable to each acre foot of Production.

(b) Replacement Water Costs. Replacement Water Assessments shall be collected from each party on account of such party's Production in excess of its Diversion

Rights, Pumper's Share or Integrated Production Right, and on account of the consumptive use portion of Overlying Rights, computed at the applicable rate established by Watermaster consistent with the Watermaster Operating Criteria.

(c) Make-Up Obligation. An Assessment shall be collected equally on account of each acre foot of Production, which does not bear a Replacement Assessment hereunder, to pay all necessary costs of Administration and satisfaction of the Make-Up Obligation. Such Assessment shall not be applicable to water Production for an Overlying Right.

(d) In-Lieu Water Cost. Watermaster may levy an Assessment against all Pumping to pay reimbursement for In-Lieu Water Costs except that such Assessment shall not be applicable to the non-consumptive use portion of an Overlying Right.

(e) Basin Water Quality Improvement. For purposes of testing, protecting or improving the water quality in the Basin, Watermaster may, after a noticed hearing thereon, fix terms and conditions under which it may waive all or any part of its Assessments on such ground water Production and if such Production, in addition to his other Production, does not exceed such Producer's Share or entitlement for that Fiscal Year, such stated Production shall be allowed to be carried over for a part of such Producer's next Fiscal Year's Producer's Share or entitlement. In connection therewith, Watermaster may also

waive the provisions of Sections 25, 26 and 57 hereof, relating to Injunction Against Unauthorized Recharge, Injunction Against Transportation From Basin or Relevant Watershed, and Intervention After Judgment, respectively. Nothing in this Judgment is intended to allow an increase in any Producer's annual entitlement nor to prevent Watermaster, after hearing thereon, from entering into contracts to encourage, assist and accomplish the clean up and improvement of degraded water quality in the Basin by non-parties herein. Such contracts may include the exemption of the Production of such Basin water therefor from Watermaster Assessments and, in connection therewith, the waiver of the provisions of Judgment Sections 25, 26, and 57 hereof.

46. Assessments -- Procedure. (Prior Judgment Section 38) Assessments herein provided for shall be levied and collected as follows:

(a) Levy and Notice of Assessment. Within thirty (30) days of Watermaster's annual determination of Operating Safe Yield of the Basin for each Fiscal Year and succeeding four (4) Fiscal Years, Watermaster shall levy applicable Administration Assessments, Replacement Water Assessments, Make-up Water Assessments and In-Lieu Water Assessments, if any. Watermaster shall give written notice of all applicable Assessments to each party on or before August 15, of each year.

(b) Payment. Each Assessment shall be payable, and each party is Ordered to pay the same, on or before

September 20, following such Assessment, subject to the rights reserved in Section 37 hereof.

(c) Delinquency. Any Assessment which becomes delinquent after January 1, 1980, shall bear interest at the annual prime rate plus one percent (1%) in effect on the first business day of August of each year. Said prime interest rate shall be that fixed by the Bank of America NT&SA for its preferred borrowing customers on said date. Said prime interest rate plus one percent (1%) shall be applicable to any said delinquent Assessment from the due date thereof until paid. Provided, however, in no event shall any said delinquent Assessment bear interest at a rate of less than ten percent (10%) per annum. Such delinquent Assessment and interest may be collected in a Show Cause proceeding herein or any other legal proceeding instituted by Watermaster, and in such proceeding the Court may allow Watermaster its reasonable costs of collection, including attorney's fees.

47. Availability of Supplemental Water From Responsible Agencies. (Prior Judgment Section 39) If any Responsible Agency shall, for any reason, be unable to deliver Supplemental Water to Watermaster when needed, Watermaster shall collect funds at an appropriate level and hold them in trust, together with interest accrued thereon, for purchase of such water when available.

48. Accumulation of Replacement Water Assessment Proceeds. (Prior Judgment Section 40) In order to minimize fluctuation in Assessments and to give Watermaster flexibility in Basin

management, Watermaster may make reasonable accumulations of Replacement Water Assessments. Such moneys and any interest accrued thereon shall only be used for the purchase of Replacement Water.

49. Carry-over of Unused Rights. (Prior Judgment Section 41) Any Pumper's Share of Operating Safe Yield, and the Production right of any Integrated Producer, which is not Produced in a given Fiscal Year may be carried over and accumulated for one Fiscal Year, pursuant to reasonable rules and procedures for notice and accounting which shall be adopted by Watermaster. The first water Produced in the succeeding Fiscal Year shall be deemed Produced pursuant to such Carry-over Rights.

50. Minimal Producers. (Prior Judgment Section 42) In the interest of Justice, Minimal Producers are exempted from the operation of this Physical Solution, so long as such party's annual Production does not exceed five (5) acre feet. Quarterly Production reports by such parties shall not be required, but Watermaster may require, and Minimal Producers shall furnish, specific periodic reports. In addition, Watermaster may conduct such investigation of future operations of any Minimal Producer as may be appropriate.

51. Effective Date. (Prior Judgment Section 43) The effective date for commencing accounting and operation under this Physical Solution, other than for Replacement Water Assessments, shall be July 1, 1972. The first Assessment for Replacement Water shall be payable on September 20, 1974, on account of Fiscal Year 1973-74 Production.

G. MISCELLANEOUS PROVISIONS

52. Puente Narrows Flow. (Prior Judgment Section 44) The Puente Basin is tributary to the Main San Gabriel Basin. All Producers within said Puente Basin have been dismissed herein, based upon the Puente Narrows Agreement (Exhibit "J"), whereby Puente Basin Water Agency agreed not to interfere with surface inflow and to assure continuance of historic subsurface contribution of water to Main San Gabriel Basin. The Court declares said Agreement to be reasonable and fair and in full satisfaction of claims by Main San Gabriel Basin for natural water from Puente Basin.

53. San Gabriel District - Interim Order. (Prior Judgment Section 45) San Gabriel District has a contract with the State of California for State Project Water, delivered at Devil Canyon in San Bernardino County. San Gabriel District is HEREBY ORDERED to proceed with and complete necessary pipeline facilities as soon as practical.

Until said pipeline is built and capable of delivering a minimum of twenty-eight thousand eight-hundred (28,800) acre feet of State Project water per year, defendant cities of Alhambra, Azusa, and Monterey Park shall pay to Watermaster each Fiscal Year a Replacement Assessment at a uniform rate sufficient to purchase Replenishment Water when available, which rate shall be declared by San Gabriel District. When water is available through said pipeline, San Gabriel District shall make the same available to Watermaster, on his reasonable demand, at said specified rate per acre foot. Interest accrued on such funds shall be paid to San Gabriel

District.

54. Service Upon and Delivery to Parties of Various Papers. (Prior Judgment Section 46) Service of the Judgment on those parties who have executed the Stipulation for Judgment shall be made by first class mail, postage prepaid, addressed to the Designee and at the address designated for that purpose in the executed and filed counterpart of the Stipulation for Judgment, or in any substitute designation filed with the Court.

Each party who has not heretofore made such a designation shall, within thirty (30) days after the Judgment shall have been served upon that party, file with the Court, with proof of service of a copy thereof upon Watermaster, a written designation of the person to whom and the address at which all future notices, determinations, requests, demands, objections, reports and other papers and processes to be served upon that party or delivered to that party are to be so served or delivered.

A later substitute designation filed and served in the same manner by any party shall be effective from the date of filing as to the then future notices, determinations, requests, demands, objections, reports and other papers and processes to be served upon or delivered to that party.

Delivery to or service upon any party by Watermaster, by any other party, or by the Court, of any item required to be served upon or delivered to a party under or pursuant to the Judgment may be made by deposit thereof (or by copy thereof) in the mail, first class, postage prepaid, addressed to the Designee of the party and at the address shown in the latest

designation filed by that party.

55. Assignment, Transfer, etc., of Rights. (Prior Judgment Section 47) Any rights Adjudicated herein except Overlying Rights, may be assigned, transferred, licensed or leased by the owners thereof; provided however, that no such assignment shall be complete until the appropriate notice procedures established by Watermaster have been complied with. No water Produced pursuant to rights assigned, transferred, licensed, or leased may be transported outside the Relevant Watershed except by:

(1) a Transporting Party, or

(2) a successor in interest immediate or mediate to a water system on lands or portion thereof, theretofore served by such a Transporting Party, for use by such successor in accordance with limitations applicable to Transporting Parties, or

(3) a successor in interest to the Special Category rights of MWD.

The transfer and use of Overlying Rights shall be limited, as provided in Section 21 hereof, as exercisable only on the specifically defined Overlying Lands and they cannot be separately conveyed or transferred apart therefrom.

56. Abandonment of Rights. (Prior Judgment Section 48) It is in the interest of reasonable beneficial use of the Basin and its water supply that no party be encouraged to take and use more water in any Fiscal Year than is actually required. Failure to Produce all of the water to which a party is entitled hereunder shall not, in and of itself, be deemed or constitute

an abandonment of such party's right, in whole or in part. Abandonment and extinction of any right herein Adjudicated shall be accomplished only by:

(1) a written election by the party, filed in this case, or

(2) upon noticed motion of Watermaster, and after hearing.

In either case, such abandonment shall be confirmed by express subsequent order of this Court.

57. Intervention After Judgment. (Prior Judgment Section 49) Any person who is not a party or successor to a party and who proposes to Produce Water from the Basin or Relevant Watershed, may seek to become a party to this Judgment through a Stipulation For Intervention entered into with Watermaster. Watermaster may execute said Stipulation on behalf of the other parties herein but such Stipulation shall not preclude a party from opposing such Intervention at the time of the Court hearing thereon. Said Stipulation For Intervention must thereupon be filed with the Court, which will consider an order confirming said Intervention following thirty (30) days' notice to the parties. Thereafter, if approved by the Court, such Intervenor shall be a party bound by this Judgment and entitled to the rights and privileges accorded under the Physical Solution herein.

58. Judgment Binding on Successors, etc. (Prior Judgment Section 50) Subject to specific provisions hereinbefore contained, this Judgment and all provisions thereof are applicable to and binding upon and inure to the benefit of not

only the parties to this action, but as well to their respective heirs, executors, administrators, successors, assigns, lessees, licensees and to the agents, employees and attorneys in fact of any such persons.

59. Water Rights Permits. (Prior Judgment Section 51) Nothing herein shall be construed as affecting the relative rights and priorities between MWD and San Gabriel Valley Protective Association under State Water Rights Permits Nos. 7174 and 7175, respectively.

60. Costs. (Prior Judgment Section 52) No party shall recover any costs in this proceeding from any other party.

61. Entry of Judgment. (New) The Clerk shall enter this Judgment.

DATED: August 24, 1989.

s/ Florence T. Pickard
Florence T. Pickard, Judge
Specially Assigned

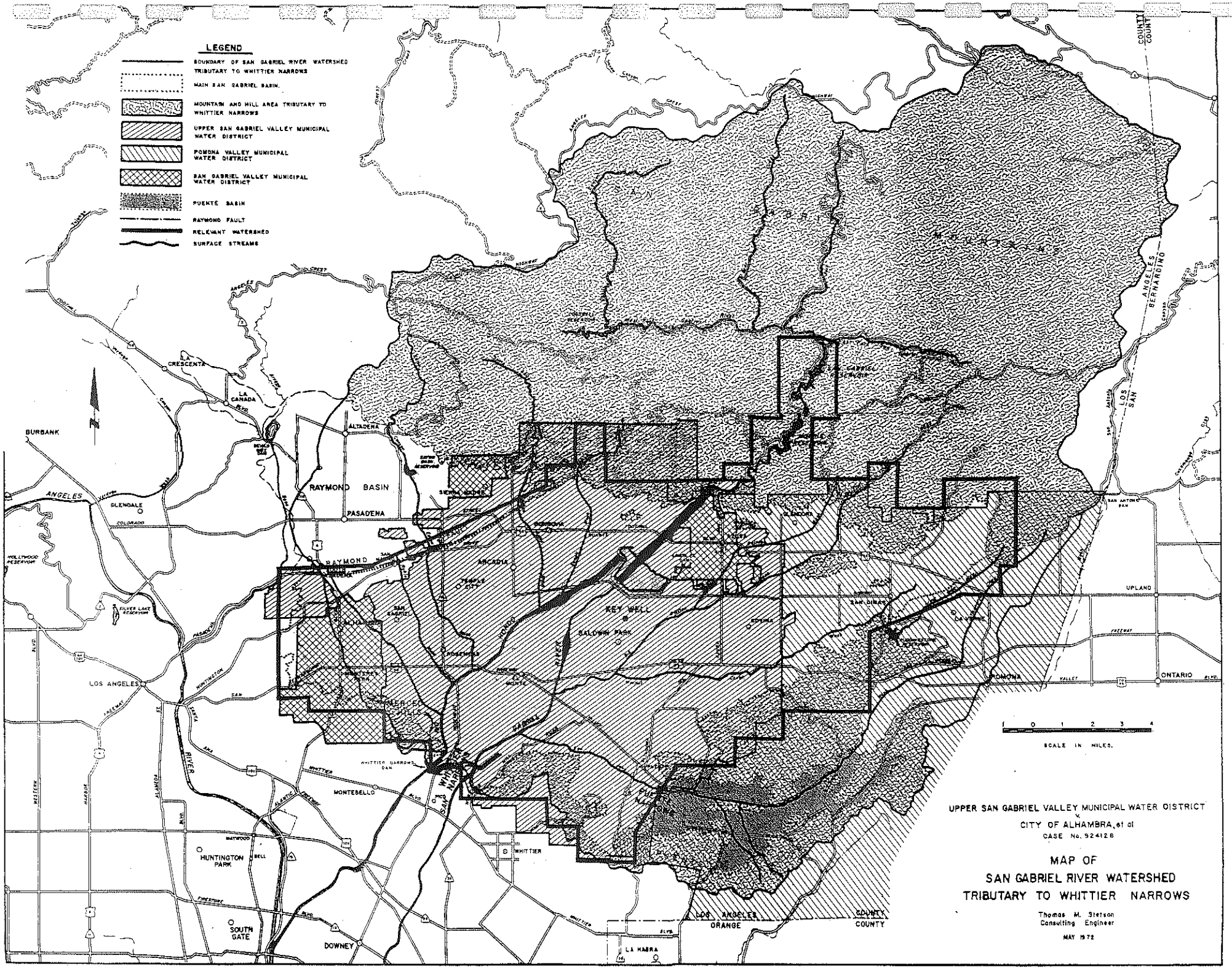

LEGEND
BOUNDARY OF SAN GABRIEL RIVER WATERSHED TRIBUTARY TO WHITTIER NARROWS
MAIN SAN GABRIEL BASIN.
MOUNTAIN AND HILL AREA TRIBUTARY TO WHITTIER NARROWS
UPPER SAN GABRIEL VALLEY MUNICIPAL WATER DISTRICT
POMONA VALLEY MUNICIPAL WATER DISTRICT
SAN GABRIEL VALLEY MUNICIPAL WATER DISTRICT
PUENTE BASIN
RAYMOND FAULT
RELEVANT WATERSHED
SURFACE STREAMS
RAYMOND BASIN
BURBANK
GLENDALE
LA CRESCENTA
LA CANADA
ALTADENA
PASADENA
RAYMOND
ARCADIA
KEY WELL
BALDWIN PARK
SAN GABRIEL
ALHAMBRA
MONTEBELLO
WHITTIER
HUNTINGTON PARK
SOUTH GATE
DOWNEY
LA HABRA
POMONA
ONTARIO
UPLAND
LOS ANGELES
ORANGE
COUNTY
SCALE IN MILES.
UPPER SAN GABRIEL VALLEY MUNICIPAL WATER DISTRICT
v.
CITY OF ALHAMBRA, et al
CASE No. 924128
MAP OF
SAN GABRIEL RIVER WATERSHED
TRIBUTARY TO WHITTIER NARROWS
Thomas M. Stetson
Consulting Engineer
MAY 1972

Exhibit "B"

BOUNDARIES OF RELEVANT WATERSHED

The following described property is located in Los Angeles County, State of California:

Beginning at the Southwest corner of Section 14, Township 1 North, Range 11 West, San Bernardino Base and Meridian;

Thence Northerly along the West line of said Section 14 to the Northwest corner of the South half of said Section 14;

Thence Easterly along the North line of the South half of Section 14 to the East line of said Section 14;

Thence Northerly along the East line of said Section 14, Township 1 North, Range 11 West and continuing Northerly along the East line of Section 11 to the Northeast corner of said Section 11;

Thence Easterly along the North line of Section 12 to the Northeast corner of said Section 12;

Thence Southerly along the East line of said Section 12 and continuing Southerly along the East line of Section 13 to the Southeast corner of said Section 13, said corner being also the Southwest corner of Section 18, Township 1 North, Range 10 West;

Thence Easterly along the South line of Sections 18, 17, 16 and 15 of said Township 1 North, Range 10 West to the Southwest corner of Section 14;

Thence Northerly along the West line of Section 14 to the Northwest corner of the South half of Section 14;

Thence Easterly along the North line of the South half of Section 14 to the East line of said section;

Thence Northerly along the East line of said Section 14, and continuing Northerly along the West line of Section 12 of said Township 1 North, Range 10 West to the North line of said Section 12;

Thence Easterly along the North line of said Section 12, to the Northeast corner of said Section 12, said corner being also the Southwest corner of Section 6, Township 1 North, Range 9 West;

Thence Northerly along the West line of said Section 6 and continuing Northerly along West line of Sections 31 and 30, Township 2 North, Range 9 West to the Westerly prolongation of the North line of said Section 30;

Thence Easterly along said Westerly prolongation of the North line of said Section 30 and continuing Easterly along the North line of Section 29 to the Northeast corner of said Section 29;

Thence Southerly along the East line of said Section 29 and continuing Southerly along the East line of Section 32, Township 2 North, Range 9 West, and thence continuing Southerly along the East line of Section 5, Township 1 North, Range 9 West to the Southeast corner of said Section 5;

Thence Westerly along the South line of said Section 5 to the Southwest corner of said Section 5, said point being also the Northwest corner of Section 8;

Thence Southerly along the West line of said Section 8 and continuing Southerly along the West line of Section 17, to the Southwest corner of said Section 17, said corner being also the Northwest corner of Section 20;

Thence Easterly along the North line of Sections 20 and 21 to the Northwest corner of Section 22, said corner being also the Southwest corner of Section 15;

Thence Northerly along the West line of said Section 15 to the Northwest corner of the South half of said Section 15;

Thence Easterly along the North line of said South half of Section 15 to the Northeast corner of said South half of Section 15;

Thence Southerly along the East line of Section 15 and continuing Southerly along the East line of Section 22 to the Southeast corner of said Section 22, said point being also the Southwest corner of Section 23;

Thence Easterly along the South line of Sections 23 and 24 to the East line of the West half of said Section 24;

Thence Northerly along said East line of the West half of Section 24 to the North line thereof;

Thence Easterly along said North line of Section 24 to the Northeast corner thereof, said point also being the Northwest corner of Section 19, Township 1 North, Range 8 West;

Thence continuing Easterly along the North line of Section 19 and Section 20 of said Township 1 North, Range 8 West to the Northeast corner of said Section 20;

Thence Southerly along the East line of Sections 20, 29 and 32 of said Township 1 North, Range 8 West to the Southeast corner of said Section 32;

Thence Westerly along the South line of Section 32 to the Northwest corner of the East half of Section 5, Township 1 South, Range 8 West;

Thence Southerly along the West line of the East half of said Section 5 to the South line of said Section 5;

Thence West to the East line of the Northerly prolongation of Range 9 West;

Thence South 67° 30′ West to an intersection with the Northerly prolongation of the West line of Section 27, Township 1 South, Range 9 West;

Thence Southerly along the Northerly prolongation of said West line of Section 27 and continuing Southerly along the West line of Section 27 to the Southwest corner of said Section 27, said point being also the Southeast corner of Section 28;

Thence Westerly along the South line and Westerly projection of the South line of said Section 28 to the Northerly prolongation of the West line of Range 9 West;

Thence Southerly along said prolongation of the West line of Range 9 West to the Westerly prolongation of the North line of Township 2 South;

Thence Westerly along said Westerly prolongation of the North line of Township 2 South, a distance of 8,500 feet;

Thence South a distance of 4,500 feet;

Thence West a distance of 10,700 feet;

Thence South 29° West to an intersection with the Northerly prolongation of the West line of Section 20, Township 2 South, Range 10 West;

Thence Southerly along said Northerly prolongation of the West line of said Section 20 and continuing Southerly along the West line of Section 20 to the Southwest corner of said Section 20;

Thence South a distance of 2,000 feet;

Thence West a distance of two miles, more or less, to an intersection with the East line of Section 26, Township 2 South, Range 11 West;

Thence Northerly along said East line of Section 26 and continuing Northerly along the East line of Section 23, Township 2 South, Range 11 West to the Northeast corner of said Section 23;

Thence Westerly along the North line of said Section 23 to the Northwest corner thereof, said point being also the Southeast corner of Section 15, Township 2 South, Range 11 West;

Thence Northerly and Westerly along the East and North lines, respectively, of said Section 15, Township 2 South, Range 11 West, to the Northwest corner thereof;

Thence continuing Westerly along the Westerly prolongation of said North line of Section 15, Township 2 South, Range 11 West to an intersection with a line parallel to and one mile East of the West line of Range 11 West;

Thence Northerly along said parallel line to an intersection with the Northerly boundary of the City of Pico Rivera as said City of Pico Rivera existed on July 17, 1970;

Thence Westerly along said City boundary to an intersection with the East line of Range 12 West;

Thence Northerly along said East line of Range 12 West to the North line of Township 2 South;

Thence Westerly along the North line of Township 2 South to an intersection with the Southerly prolongation of the East line of the West half of Section 26, Township 1 South, Range 12 West;

Thence Northerly along said Southerly prolongation of said East line of the West half of said Section 26 to the Southeast corner of said West half;

Thence Westerly along the South line of Sections 26, 27 and 28, Township 1 South, Range 12 West, to the Southeast corner of Section 29, Township 1 South, Range 12 West;

Thence Northerly along the East line of said Section 29 to the Northeast corner of the South half of said Section 29;

Thence Westerly along the North line of the South half of said Section 29 to the Northwest corner thereof;

Thence Northerly along the West line of Sections 29, 20, 17 and 8, Township 1 South, Range 12 West;

Thence continuing Northerly along the Northerly prolongation of the West line of Section 8, Township 1 South, Range 12 West to an intersection with the North line of Township 1 South;

Thence Easterly along said North line of Township 1 South to the Northeast corner of Section 3, Township 1 South, Range 12 West;

Thence North 64° 30′ East to an intersection with the West line of Section 23, Township 1 North, Range 11 West;

Thence Northerly along the West line of said Section 23 to the Northwest corner thereof, said point being the Southwest corner of Section 14, Township 1 North, Range 11 West and said point being also the point of beginning.

Exhibit "C"

TABLE
SHOWING BASE
ANNUAL DIVERSION
RIGHTS OF CERTAIN
DIVERTERS

	Base Annual Diversion Right Acre-Feet
Covell, Ralph (Successor to Rittenhouse, Catherine and Rittenhouse, James)	2.12
Maddock, A. G.	3.40
Rittenhouse, Catherine (Transferred to Covell, Ralph)	0
Rittenhouse, James (Transferred to Covell, Ralph)	0
Ruebhausen, Arline (Held in common with Ruebhausen, Victor) (Transferred to City of Glendale)	0
Ruebhausen, Victor (See Ruebhausen, Arline, above)	0
TOTAL	**5.52**

Exhibit "D"

TABLE
SHOWING PRESCRIPTIVE PUMPING RIGHTS
AND PUMPER'S SHARE OF EACH PUMPER
AS OF JUNE, 1988

Pumper	Prescriptive Pumping Right Acre-feet	Pumper's Share Percent (%)
Adams Ranch Mutual Water Company	100.00	0.05060
A & E Plastik Pak Co., Inc. (Transferred to Industry Properties, Ltd.)	0	0
Alhambra, City of	8,812.05	4.45876
Amarillo Mutual Water Company	709.00	0.35874
Anchor Plating Co., Inc. (Successor to Bodger & Sons) (Transferred to Crown City Plating Co.)	0	0
Anderson, Ray L. and Helen T., Trustees (Successor to Covina-Valley Unified School District)	50.16	0.02538
Andrade, Marcario and Consuelo; and Andrade, Robert and Jayne (Successor to J. F. Isbell Estate, Inc.)	8.36	0.00423
Arcardia, City of	9,252.00	4.68137
(Successor to First National Finance Corporation)	60.90	0.03081
(Transferred to City of Monrovia)	951.00	0.48119
	8,361.90	4.23099
Associated Southern Investment Company (Transferred to Southern California Edison Company)	0	0
AZ-Two, Inc. (Lessee of Southwestern Portland Cement Co.)	0	0
Azusa, City	3,655.99	1.84988
Azusa-Western Inc. (Transferred to Southwestern Portland Cement Co.)	0	0
Bahnsen & Beckman Ind., Inc. (Transferred to Woodland, Richard)	0	0

Pumper	Prescriptive Pumping Right Acre-feet	Pumper's Share %
Bahnsen, Betty M. (Transferred to Dawes, Mary Kay)	0	0
Baldwin Park County Water District (See Valley County Water District)	-	-
Banks, Gale C. (Successor to Doyle, Mr. and Mrs.; and Madruga, Mr. and Mrs.)	50.00	0.02530
Base Line Water Company	430.20	0.21767
Beverly Acres Mutual Water Company	93.00	0.04706
Birenbaum, Max (Held in common with Birenbaum, Sylvia; Schneiderman, Alan; Schneiderman, Lydia; Wigodsky, Bernard; Wigodsky, Estera) (Transferred to City of Whittier)	0	0
Birenbaum, Sylvia (See Birenbaum, Max)	-	-
Blue Diamond Concrete Materials Div., The Flintkote Company (Transferred to Sully-Miller Contracting Co.)	0	0
Bodger & Sons DBA Bodger Seeds Ltd. (Transferred to Anchor Plating Co., Inc.)	0	0
Botello Water Company	0	0
Burbank Development Company	50.65	0.02563
Cadway, Inc. (Successor to:		
Corcoran, Jack S. and R. L.)	100.00	0.05060
Corcoran, Jack S. and R. L.)	100.00	0.05060
	200.00	0.10120
Cal Fin (Transferred to Suburban Water Systems)	0	0
California-American Water Company (San Marino System)	7,868.70	3.98144
California Country Club	0	0

Pumper	Prescriptive Pumping Right Acre-feet	Pumper's Share %
California Domestic Water Company	11,024.82	5.57839
(Successor to:		
Cantrill Mutual Water Company	42.50	0.02150
Industry Properties, Ltd.	73.50	0.03719
Modern Accent Corporation	256.86	0.12997
Fisher, Russell)	19.00	0.00961
	11,416.68	5.77666
California Materials Company	0	0
Cantrill Mutual Water Company (Transferred to California Domestic Water Co.)	0	0
Cedar Avenue Mutual Water Company	121.10	0.06127
Champion Mutual Water Company	147.68	0.07472
Chronis, Christine (See Polopolus, et al)	-	-
Clayton Manufacturing Company	511.80	0.25896
Collison, E. O.	0	0
Comby, Erma M. (See Wilmott, Erma M.)	-	-
Conrock Company		
(Formerly Consolidated Rock Products Co.)	1,465.35	0.74144
(Successor to Manning Bros. Rock & Sand Co.)	328.00	0.16596
	1,793.35	0.90740
Consolidated Rock Products Co. (See Conrock Company)	-	-
Corcoran, Jack S.		
(Held in common with Corcoran, R. L.)		
(Transferred to:	747.00	0.37797
Cadway, Inc.	100.00	0.05060
Cadway, Inc.)	100.00	0.05060
	547.00	0.27677
Corcoran, R. L. (See Corcoran, Jack S.)	-	-
County Sanitation District No. 18 of Los Angeles County	4.50	0.00228

Pumper	Prescriptive Pumping Right Acre-feet	Pumper's Share %
Covell, et al. (Successor to Rittenhouse, Catherine and Rittenhouse, James) (Held in common with Jobe, Darr; Goedert, Lillian E.; Goedert, Marion W.; Lakin, Kendall R.; Lakin, Kelly R.; Snyder, Harry)	111.05	0.05619
Covina, City of	2,507.89	1.26895
(Transferred to Covina Irrigating Company)	1,734.00	0.87737
(Transferred to Covina Irrigating Company)	300.00	0.15179
	473.89	0.23979
Covina-Valley Unified School District (Transferred to Anderson, Ray)	0	0
Crevolin, A. J.	2.25	0.00114
Crocker National Bank, Executor of the Estate of A. V. Handorf (Transferred to Modern Accent Corp.)	0	0
Cross Water Company (Transferred to City of Industry)	0	0
Crown City Plating Company	190.00	0.09614
(Successor to Anchor Plating Co., Inc.)	10.00	0.00506
	200.00	0.10120
Davidson Optronics, Inc.	22.00	0.01113
Dawes, Mary Kay (Successor to Bahnsen, Betty M.)	441.90	0.22359
Del Rio Mutual Water Company	199.00	0.10069
Denton, Kathryn W., Trustee for San Jose Ranch Company (Transferred to White, June G., Trustee of the June G. White Share of the Garnier Trust)	0	0
Doyle, Mr. and Mrs.; and Madruga, Mr. and Mrs. (Successor to Sawpit Farms, Ltd.) (Transferred to Banks, Gale C.)	0	0
Driftwood Dairy	163.80	0.08288
Duhalde, L. (Transferred to El Monte Union High School District)	0	0

Pumper	Prescriptive Pumping Right Acre-feet	Pumper's Share %
Dunning, George (Held in common with Dunning, Vera H.) (Successor to Vera H. Dunning)	324.00	0.16394
Dunning, Vera H. (Transferred to George Dunning)	-	-
East Pasadena Water Company, Ltd.	1,407.69	0.71227
Eckis, Rollin (Successor to Sawpit Farms, Ltd.) (Transferred to City of Monrovia)	0	0
El Encanto Properties (Transferred to La Puente Valley County Water District)	0	0
El Monte, City of	2,784.23	1.40878
El Monte Cemetary Association	18.50	0.00936
El Monte Union High School District (Successor to Duhalde, L.) (Transferred to City of Whittier)	0	0
Everett, Mrs. Alda B. (Held in common with Everett, W. B., Executor of the Estate of I. Worth Everett)	0	0
Everett, W. B., Executor of the Estate of I. Worth Everett (See Everett, Mrs. Alda B.)	-	-
Faix, Inc. (Successor to Frank F. Pellissier & Sons, Inc.) (Transferred to Faix, Ltd.)	0	0
Faix, Ltd. (Successor to Faix, Inc.)	6,490.00	3.28384
First National Finance Corporation (Transferred to City of Arcadia)	0	0
Fisher, Russell (Held in common with Hauch, Edward and Warren, Clyde) (Transferred to California Domestic Water Company)	0	0

Pumper	Prescriptive Pumping Right Acre-feet	Pumper's Share %
Frank F. Pellissier & Sons, Inc. (Transferred to Faix, Inc.)	0	0
Fruit Street Water Company (Transferred to: Gifford, Brooks, Jr. City of La Verne)	0	0
Gifford, Brooks, Jr. (Successor to: Fruit Street Water Co., Mission Gardens Mutual Water Company) (Transferred to City of Whittier)	0	0
Gilkerson, Frank B. (Transferred to Jobe, Darr)	-	-
Glendora Unified High School District (Transferred to City of Glendora)	0	0
Goedert, Lillian E. (See Covell, et al)	-	-
Goedert, Marion W. (See Covell, et al)	-	-
Graham, William (Transferred to Darr Jobe)	-	-
Green, Walter	71.70	0.03628
Grizzle, Lissa B. (Held in common with Grizzle, Mervin A.; Wilson, Harold R.; Wilson, Sarah C.) (Transferred to City of Whittier)	0	0
Grizzle, Mervin A. (See Grizzle, Lissa B.)	0	0
Hansen, Alice	0.75	0.00038
Hartley, David	0	0
Hauch, Edward (See Fisher, Russell)	0	0
Hemlock Mutual Water Company	166.00	0.08399

Pumper	Prescriptive Pumping Right Acre-feet	Pumper's Share %
Hollenbeck Street Water Company (Transferred to Suburban Water Systems)	0	0
Hunter, Lloyd F. (Successor to R. Wade)	4.40	0.00223
Hydro-Conduit Corporation	0	0
Industry Waterworks System, City of (Successor to Cross Water Company)	1,103.00	0.55810
Industry Properties, Ltd. (Successor to A & E Plastik Pak Co., Inc.) (Transferred to California Domestic Water Co.)	0	0
J. F. Isbell Estate, Inc. (Transferred to Andrade, Macario and Consuelo; and Andrade, Robert and Jayne)	0	0
Jerris, Helen (See Polopolus, et al)	-	-
Jobe, Darr (See Covell, et al)	-	-
Kirklen Family Trust (Formerly Kirklen, Dawn L.) (Held in common with Kirklen, William R.) (Successor to San Dimas-La Verne Recreational Facilities Authority)	375.00 62.50 437.50	0.18974 0.03162 0.22136
Kirklen, Dawn L. (See Kirklen Family Trust)	-	-
Kirklen, William R. (See Kirklen, Dawn L.)	-	-
Kiyan, Hideo (Held in common with Kiyan, Hiro)	30.00	0.01518
Kiyan, Hiro (See Kiyan, Hideo)	-	-
Knight, Kathryn M. (Successor to William Knight)	227.88	0.11530
Knight, William (Transferred to Kathryn M. Knight)	0	0

Pumper	Prescriptive Pumping Right Acre-feet	Pumper's Share %
Lakin, Kelly R. (See Covell, et al)	-	-
Lakin, Kendall R. (See Covell, et al)	-	-
Landeros, John	0.75	0.00038
La Grande Source Water Company (Transferred to Suburban Water Systems)	0	0
Lang, Frank (Transferred to San Dimas-La Verne Recreational Facilities Authority)	0	0
La Puente Cooperative Water Company (Transferred to Suburban Water Systems)	0	0
La Puente Valley County Water District (Successor to El Encanto Properties)	1,097.00 33.40 1,130.40	0.55507 0.01690 0.57197
La Verne, City of (Successor to Fruit Street Water Co.)	250.00 105.71 355.71	0.12650 0.05349 0.17999
Lee, Paul M. and Ruth A.; Nasmyth, Virrginia; Nasmyth, John	0	0
Little John Dairy	0	0
Livingston-Graham, Inc.	1,824.40	0.92312
Los Flores Mutual Water Company (Transferred to City of Monterey Park)	0	0
Loucks, David	3.00	0.00152
Manning Bros. Rock & Sand Co. (Transferred to Conrock Company)	0	0
Maple Water Company	118.50	0.05996
Martinez, Frances Mercy (Held in common with Martinez, Jaime)	0.75	0.00038
Martinez, Jaime (See Martinez, Frances Mercy)	-	-
Massey-Ferguson Company	0	0

Pumper	Prescriptive Pumping Right Acre-feet	Pumper's Share %
Miller Brewing Company	111.01	0.05617
(Successor to:		
Maechtlen, Estate of J. J.	151.50	0.07666
Phillips, Alice B., et al)	50.00	0.02530
	312.51	0.15813
Mission Gardens Mutual Water Company (Transferred to Gifford, Brooks, Jr.)	0	0
Modern Accent Corporation (Successor to Crocker National Bank, Executor of the Estate of A. V. Handorf) (Transferred to California Domestic Water Co.)	0	0
Monterey Park, City of	6,677.48	3.37870
(Successor to Los Flores Mutual Water Co.)	26.60	0.01346
	6,704.08	3.39216
Murphy Ranch Mutual Water Company (Transferred to Southwest Suburban Water)	0	0
Namimatsu Farms (Transferred to California Cities Water Company)	0	0
Nick Tomovich & Sons	0.02	0.00001
No. 17 Walnut Place Mutual Water Co. (Transferred to San Gabriel Valley Water Company)	0	0
Orange Production Credit Association	0	0
Owl Rock Products Co.	715.60	0.36208
Pacific Rock & Gravel Co. (Transferred to: City of Whittier Rose Hills Memorial Park Association)	0	0
Park Water Company (Transferred to Valley County Water District)	0	0
Penn, Margaret (See Polopolus, et al)	-	-
Pico County Water District	0.75	0.00038
Polopolus, John (See Polopolus, et al)	-	-

Pumper	Prescriptive Pumping Right Acre-feet	Pumper's Share %
Polopolus, et al (Successor to Polopolus, Steve) (Held in common with Chronis, Christine; Jerris, Helen; Penn, Margaret; Polopolus, John)	22.50	0.01138
Polopolus, Steve (Transferred to Polopolus, et al)	-	-
Rados, Alexander (Held in common with Rados, Stephen and Rados, Walter)	43.00	0.02176
Rados, Stephen (See Rados, Alexander)	-	-
Rados, Walter (See Rados, Alexander)	-	-
Richwood Mutual Water Company	192.60	0.09745
Rincon Ditch Company	628.00	0.31776
Rincon Irrigation Company	314.00	0.15888
Rittenhouse, Catherine (Transferred to Covell, Ralph)	0	0
Rittenhouse, James (Transferred to Covell, Ralph)	0	0
Rose Hills Memorial Park Association	594.00	0.30055
(Successor to Pacific Rock & Gravel Co.)	200.00	0.10120
	794.00	0.40175
Rosemead Development, Ltd. (Successor to Thompson, Earl W.)	1.00	0.00051
Rurban Homes Mutual Water Company	217.76	0.11018
Ruth, Roy	0.75	0.00038
San Dimas-La Verne Recreational Facilities Authority (Successor to Lang, Frank) (Transferred to Kirklen, Dawn L. and William R.)	0	0
San Gabriel Country Club	286.10	0.14476
San Gabriel County Water District	4,250.00	2.15044

Pumper	Prescriptive Pumping Right Acre-feet	Pumper's Share %
San Gabriel Valley Municipal Water District	0	0
San Gabriel Valley Water Company	16,659.00	8.42920
(Successor to:		
Vallecito Water Co.	2,867.00	1.45066
No. 17 Walnut Place Mutual Water Co.)	21.50	0.01088
	19,547.50	9.89074
Sawpit Farms, Limited (Transferred to: Eckis, Rollin Doyle and Madruga)	0	0
Schneiderman, Alan (See Birenbaum, Max)	-	-
Schneiderman, Lydia (See Birenbaum, Max)	-	-
Security Pacific National Bank, Co-Trustee for the Estate of Winston F. Stoody (See Stoody, Virginia A.) (Transferred to City of Whittier)	0	0
Sierra Madre, City of	0	0
Sloan Ranches	129.60	0.06558
Smith, Charles	0	0
Snyder, Harry (See Covell, et al)	-	-
Sonoco Products Company	311.60	0.15766
South Covina Water Service	992.30	0.50209
Southern California Edison Company	155.25	0.07855
(Successor to: Associated Southern Investment Company)	16.50	0.00835
	171.75	0.08690
Southern California Water Company, San Gabriel Valley District	5,773.00	2.92105
South Pasadena, City of	3,567.70	1.80520
Southwest Suburban Water (See Suburban Water Systems)	-	-

Pumper	Prescriptive Pumping Right Acre-feet	Pumper's Share %
Southwestern Portland Cement Company (Successor to Azusa Western, Inc.)	742.00	0.37544
Speedway 605, Inc.	0	0
Standard Oil Company of California	2.00	0.00101
Sterling Mutual Water Company	120.00	0.06072
Stoody, Virginia A., Co-Trustee for the Estate of Winston F. Stoody (See Security Pacific National Bank, Co-Trustee)	-	-
Suburban Water Systems (Formerly Southwest Suburban Water) (Successor to:	20,462.47	10.35370
Hollenbeck Street Water Company	646.39	0.32706
La Grande Source Water Company	1,078.00	0.54545
La Puente Cooperative Water Co.	1,210.90	0.61270
Valencia Valley Water Company	651.50	0.32965
Victoria Mutual Water Company	469.60	0.23761
Cal Fin	118.10	0.05976
Murphy Ranch Mutual Water Co.	223.23	0.11295
	24,860.19	12.57888
Sully-Miller Contracting Company (Successor to Blue Diamond Concrete Materials Division, The Flintkote Co.)	1,399.33	0.70804
Sunny Slope Water Company	2,228.72	1.12770
Taylor Herb Garden (Transferred to Covina Irrigating Company)	0	0
Texaco, Inc.	50.00	0.02530
Thompson, Earl W. (Held in common with Thompson, Mary) (Transferred to Rosemead Development, Ltd.)	0	0
Thompson, Mary (See Thompson, Earl W.)	-	-
Tyler Nursery	3.21	0.00162
United Concrete Pipe Corporation (See U. S. Pipe & Foundry Company)	-	-

Pumper	Prescriptive Pumping Right Acre-feet	Pumper's Share %
U. S. Pipe & Foundry Company (Formerly United Concrete Pipe Corporation)	376.00	0.19025
Valencia Heights Water Company	861.00	0.43565
Valencia Valley Water Company (Transferred to Suburban Water Systems)	0	0
Vallecito Water Company (Transferred to San Gabriel Valley Water Company)	0	0
Valley County Water District (Formerly Baldwin Park County Water District) (Successor to Park Water Company)	5,775.00 184.01 5,959.01	2.92206 0.09311 3.01517
Valley Crating Company	0	0
Valley View Mutual Water Company	616.00	0.31169
Via, H. (See Via, H., Trust of)	-	-
Via, H., Trust of (Formerly Via, H.)	46.20	0.02338
Victoria Mutual Water Company (Transferred to Suburban Water Systems)	0	0
Wade, R. (Transferred to Lloyd F. Hunter)	0	0
Ward Duck Company	1,217.40	0.61599
Warren, Clyde (See Fisher, Russell)	-	-
W. E. Hall Company	0.20	0.00010
White, June G., Trustee of the June G. White Share of the Garnier Trust (Successor to Denton, Kathryn W., Trustee for the San Jose Ranch Company)	185.50	0.09386

Pumper	Prescriptive Pumping Right Acre-feet	Pumper's Share %
Whittier, City of	7,620.23	3.85572
(Successor to:		
Grizzle, Lissa B.	184.00	0.09310
Pacific Rock and Gravel Co.)	208.00	0.10524
Security Pacific National Bank, Co-Trustee for the Estate of Winston F. Stoody	38.70	0.01958
El Monte Union High School District	16.20	0.00820
Gifford, Brooks, Jr.	198.25	0.10031
Birenbaum, Max)	6.00	0.00304
	8,271.38	4.18519
Wigodsky, Bernard (See Birenbaum, Max)	-	-
Wigodsky, Estera (See Birenbaum, Max)	-	-
Wilmott, Erma M. (Formerly Comby, Erma M.)	0.75	0.00038
Wilson, Harold R. (See Grizzle, Lissa B.)	-	-
Wilson, Sarah C. (See Grizzle, Lissa B.)	-	-
Woodland, Frederick G.	-	-
Woodland, Richard (Successor to: Bahnsen and Beckman Ind., Inc.)	840.50	0.42528
Totals for Exhibit "D"	155,800.68	78.83276
Totals from Exhibit "E"	41 833.75 ~~38,826.25~~	21.16724 ~~19.54431~~
GRAND TOTALS	197,634.43	100.00000

TABLE
SHOWING PRODUCTION RIGHTS
OF EACH
INTEGRATED PRODUCER
AS OF JUNE 1988

Party	Diversion Component Acre-feet	Prescriptive Pumping Component Acre-feet	Pumping Component Share Percent (%)
Azusa Agricultural Water Company	1,000.00	1,732.20	0.87647
Azusa Foot-Hill Citrus Water Company (Transfered to Monrovia Nursery Company)	0	0	0
Azusa Valley Water Company	2,422.00	8,274.00	4.18652
California-American Water Company (Duarte System)	1,672.00	3,649.00	1.84634
California Cities Water Company (See Southern California Water Company, San Dimas District)	-	-	-
Covina Irrigating Company	2,514.00	4,140.00	2.09478
(Successor to:			
City of Covina,		1,734.00	0.87737
City of Covina, and		300.00	0.15179
Taylor Herb Garden)		6.00	0.00304
	2,514.00	6,180.00	3.12698
Glendora, City of	17.00	8,258.00	4.17842
(Successor to:			
Maechtlen, Estate of J. J.,		150.00	0.07590
Maechtlen, Trust of P. A.,		50.00	0.02530
Ruebhausen, Arline, and	18.34		
Glendora Unified High School District)		9.00	0.05009
	35.34	8,557.00	4.32971
Los Angeles, County of	310.00	3,721.30	1.88292
Maechtlen, Estate of J. J.	0	301.50	0.15256
(Transferred to:			
City of Glendora		-150.00	-0.07590
Miller Brewing Company)		-151.50	-0.07666
	0	0	0

Party	Diversion Componet Acre-feet	Prescriptive Pumping Component Acre-feet	Pumping Component Share %
Maechtlen, Estate of J. J.	1.49	0	0
Maechtlen, Trust of P. A.	0.50	100.50	0.05085
(Transferred to:			
City of Glendora		-50.00	-0.02530
Alice B. Phillips, et al)	-0.50	-50.50	-0.02555
	0	0	0
The Metropolitan Water District of Southern California	9.59	165.00	0.08349
Monrovia, City of	1,098.00	5,042.22	2.55129
(Sucessor to:			
Eckis, Rollin		123.00	0.06224
City of Arcadia)		951.00	0.48119
	1,098.00	6,116.22	3.09472
Monrovia, Nursery Company	239.50	0	0
(Successor to:			
Azusa Foot-Hill Citrus Co.)	718.50	0	
Phillips, Alice B., et al			
(Successor to:			
Maechtlen, Trust of P. A.)	0.50	50.50	0.02530
(Transferred to:			
Miller Brewing Company)		-50.00	-0.02530
	0.50	0.50	0.00025
Southern California Water Company (San Dimas Dist.)	500.00	3,242.53	1.64076
(Formerly California Cities Water Company)			
(Successor to:			
Namimatsu Farms)		196.00	0.09917
	500.00	3,438.53	1.73984
TOTAL for Exhibit "E"	10,520.92	41,833.75	21.16724

Exhibit "F"

TABLE SHOWING
SPECIAL CATAGORY RIGHTS

PARTY	Nature of Right
The Metropolitan Water District of Southern California	Morris Reservoir Storage and Withdrawal (a) A right to divert, store and use San Gabriel River Water, pursuant to Permit No. 7174. (b) Prior and paramount right to divert 72 acre-feet annually to offset Morris Reservoir evaporation and seepage losses and to provide the water supply necessary for presently existing incidential Morris Dam facilities.
Los Angeles County Flood Control District (Now Los Angeles County Department of Public Works)	Puddingstone Reservoir Prior Prescriptive right to divert water from San Dimas Wash for storage in Puddingstone Reservoir in quantities sufficient to offset annual evaporation and seepage losses of the reservoir at approximate elevation 942.

TABLE SHOWING
NON-CONSUMPTIVE USERS

Party	Nature of Right
Covina Irrigating Company Azusa Valley Water Company Azusa Agricultural Water Co. Azusa Foot-Hill Citrus Co. Monrovia Nursery Company	"Committee-of-Nine" Spreading Right To continue to divert water from the San Gabriel River pursuant to the 1888 Settlement, and to spread in spreading grounds within the Basin all water thus diverted without the right to recapture water in excess of said parties' rights as adjudicated in Exhibit "E".
California-American Water Company (Duarte System)	Spreading Right To continue to divert water from the San Gabriel River pursuant to the 1888 Settlement, and to continue to divert water from Fish Canyon and to spread said waters in its spreading grounds in the Basin without the right to recapture water in excess of said party's rights as adjudicated in Exhibit "E".
City of Glendora	Spreading Right To continue to spread the water of Big and Little Dalton Washes, pursuant to License No. 2592 without the right to recapture water in excess of said party's rights as adjudicated in Exhibit "E".
San Gabriel Valley Protective Association	Spreading Right To continue to spread San Gabriel River water pursuant to License Nos. 9991 and 12,209, without the right to recapture said water.
California Cities Water Company	Spreading Right To continue to spread waters from San Dimas Wash without the right to recapture water in excess of said party's rights as adjudicated in Exhibit "E".
Los Angeles County Flood Control District	Temporary storage of storm flow for regulatory purposes; Spreading and conservation for general benefit in streambeds, reservoirs and spreading grounds without the right to recapture said water. Maintenance and operation of dams and other flood control works.

EXHIBIT "H"

WATERMASTER OPERATING CRITERIA

1. Basin Storage Capacity. The highest water level at the end of a water year during the past 40 years was reached at the Key Well on September 30, 1944 (elevation 316). The State of California, Department of Water Resources, estimates that as of that date, the quantity of fresh water in storage in the Basin was approximately 8,600,000 acre-feet. It is also estimated by said Department that by September 30, 1960, the quantity of fresh water in storage had decreased to approximately 7,900,000 acre-feet (elevation 237) at the Key Well).

The lowest water level at the end of a water year during the past 40 years was reached at the Key Well on September 30, 1965 (elevation 209). It is estimated that the quantity of fresh water in storage in the Basin on that date was approximately 7,700,000 acre-feet.

Thus, the maximum utilization of Basin storage was approximately 900,000 acre-feet, occurring between September 30, 1944, and September 30, 1965 (between elevations 316 and 209 at the Key Well). This is not to say that more than 900,000 acre-feet of storage space below the September 30, 1944 water levels cannot be utilized. However, it demonstrates that pumpers have deepened their wells and lowered their pumps so that such 900,000 acre-feet of storage can be safely and economically utilized.

The storage capacity of the Basin between elevations of 200 and 250 at the Key Well represents a usable volume of approximately 400,000 acre-feet of water.

2. Operating Safe Yield and Spreading. Watermaster in determining Operating Safe Yield and the importation of Replacement Water shall be guided by water level elevations in the Basin. He shall give recognition to, and base his operations on, the following general objectives insofar as practicable:

(a) The replenishment of ground water from sources of supplemental water should not cause excessively high levels of ground water and such replenishment should not cause undue waste of local water supplies.

(b) Certain areas within the Basin are not at the present time capable of being recharged with supplemental water. Efforts should be made to provide protection to such areas from excessive ground water lowering either through the "in lieu" provisions of the Judgment or by other means.

(c) Watermaster shall consider and evaluate the long-term consequences on ground water quality, as well as quantity, in determining and establishing Operating Safe Yield. Recognition shall be given to the enhancement of ground water quality insofar as practicable, especially in the area immediately upstream of Whittier Narrows where degradation of water quality may occur when water levels at the Key Well are maintained at or below elevation 200.

(d) Watermaster shall take into consideration the comparative costs of supplemental and Make-up Water in determining the savings on a present value basis of temporary or permanent lowering or raising of water levels and other economic data and analyses indicating both the short-term and long-term

propriety of adjusting Operating Safe Yield in order to derive optimum water levels during any period. Watermaster shall utilize the provisions in the Long Beach Judgment which will result in the least cost of delivering Make-up Water.

3. **Replacement Water -- Sources and Recharge Criteria.** The following criteria shall control purchase of Replacement Water and Recharge of the Basin by Watermaster.

(a) Responsible Agency From Which to Purchase. Watermaster, in determining the Responsible Agency from which to purchase supplemental water for replacement purposes, shall be governed by the following:

(1) Place of Use of Water which is used primarily within the Basin or by cities within San Gabriel District in areas within or outside the Basin shall control in determining the Responsible Agency. For purposes of this subparagraph, water supplied through a municipal water system which lies chiefly within the Basin shall be deemed entirely used within the Basin; and

(2) **Place of production of water** shall control in determining the Responsible Agency as to water exported from the Basin, except as to use within San Gabriel District.

Any Responsible Agency may, at the request of Watermaster, waive its right to act as the source for such supplemental water, in which case Watermaster shall be free to purchase such water from the remaining Responsible Agencies which are the most beneficial and appropriate sources; provided, however, that a Responsible Agency shall not

authorize any sale of water in violation of the California Constitution.

(b) Water Quality. Watermaster shall purchase the best quality of supplemental water available for replenishment of the Basin, pursuant to subsection (a) hereof.

(c) Reclaimed Water. It is recognized that the technology and economic and physical necessity for utilization of reclaimed water is increasing. The purchase of reclaimed water in accordance with the Long Beach Judgment to satisfy the Make-up Obligation is expressly authorized. At the same time, water quality problems involved in the reuse of water within the Basin pose serious questions of increased costs and other problems to the pumpers, their customers and all water users. Accordingly, Watermaster is authorized to gather information, make and review studies, and make recommendations on the feasibility of the use of reclaimed water for replacement purposes; provided that no reclaimed water shall be recharged in the Basin by Watermaster without the prior approval of the court, after notice to all parties and hearing thereon.

4. Replacement Assessment Rates. The Replacement Assessment rates shall be in an amount calculated to allow Watermaster to purchase one acre-foot of supplemental water for each acre-foot of excess Production to which such Assessment applies.

EXHIBIT "J"

PUENTE NARROWS AGREEMENT

THIS AGREEMENT is made and entered into as of the 8th day of May, 1972, by and between PUENTE BASIN WATER AGENCY, herein called "Puente Agency", and UPPER SAN GABRIEL VALLEY MUNICIPAL WATER DISTRICT, herein called "Upper District".

A. RECITALS

1. Puente Agency. Puente Agency is a joint powers agency composed of Walnut Valley Water District, herein called "Walnut District", and Rowland Area County Water District, herein called "Rowland District". Puente Agency is formed for the purpose of developing and implementing a ground water basin management program for Puente Basin. Pursuant to said purpose, said Agency is acting as a representative of its member districts and of the water users and water right claimants therein in the defense and maintenance of their water rights within Puente Basin.

2. Upper District. Upper District is a municipal water district overlying a major portion of the Main San Gabriel Basin. Upper District is plaintiff in the San Gabriel Basin Case, wherein it seeks to adjudicate rights and implement a basin management plan for the Main San Gabriel Basin.

3. Puente Basin is a ground water basin tributary to the Main San Gabriel Basin. Said area was included within the scope of the San Gabriel Basin Case and substantially

all water rights claimants within Puente Basin were joined as defendants therein. The surface contribution to the Main San Gabriel Basin from Puente Basin is by way of the paved flood control channel of San Jose Creek, which passes through Puente Basin from the Pomona Valley area. Subsurface outflow is relatively limited and moves from the Puente Basin to the Main San Gabriel Basin through Puente Narrows.

4. Intent of Agreement. Puente Agency is prepared to assure Upper District that no activity within Puente Basin will hereafter be undertaken which will (1) interfere with surface flows in San Jose Creek, or (2) impair the subsurface flow from Puente Basin to the Main San Gabriel Basin. Walnut District and Rowland District, by operation of law and by express assumption endorsed hereon, assume the covenants of this agreement as a joint and several obligation. Based upon such assurances and the covenants hereinafter contained in support thereof, Upper District consents to the dismissal of all Puente Basin parties from the San Gabriel Basin Case. By reason of said dismissals, Puente Agency will be free to formulate a separate water management program for Puente Basin.

B. DEFINITIONS AND EXHIBITS

5. Definitions. As used in this Agreement, the following terms shall have the meanings herein set forth:

(a) Annual or Year refers to the fiscal year July 1 through June 30.

(b) Base Underflow. The underflow through

Puente Narrows which Puente Agency agrees to maintain, and on which accrued debits and credits shall be calculated.

(c) Make-up Payment. Make-up payments shall be an amount of money payable to the Watermaster appointed in the San Gabriel Basin Case, sufficient to allow said Watermaster to purchase replacement water on account of any accumulated deficit as provided in Paragraph 9 hereof.

(d) Puente Narrows. The subsurface geologic constriction at the downstream boundary of Puente Basin, located as shown on Appendix "B".

(e) Main San Gabriel Basin, the ground water basin shown and defined as such in Exhibit "A" to the Judgment in the San Gabriel Basin Case.

(f) San Gabriel Basin Case. Upper San Gabriel Valley Municipal Water District v. City of Alhambra, et al., L. A. Sup. Ct. No. 924128, filed January 2, 1968.

6. Appendices. Attached hereto and by this reference made a part hereof are the following appendices:

"A" -- Location Map of Puente Basin, showing major geographic, geologic, and hydrologic features.

"B" -- Map of Cross-Section Through Puente Narrows, showing major physical features and location of key wells.

"C" -- Engineering Criteria, being a description of a method of measurement of subsurface outflow to be utilized for Watermaster purposes.

C. COVENANTS

7. Watermaster. There is hereby created a two member Watermaster service to which each of the parties to this agreement shall select one consulting engineer. The respective representatives on said Watermaster shall serve at the pleasure of the governing body of each appointing party and each party shall bear its own Watermaster expense.

a. Organization. Watermaster shall perform the duties specified herein on an informal basis, by unanimous agreement. In the event the two representatives are unable to agree upon any finding or decision, they shall select a third member to act, pursuant to the applicable laws of the State of California. Thereafter, until said issue is resolved, said three shall sit formally as a board of arbitration. Upon resolution of the issue in dispute, the third member shall cease to function further.

b. Availability of Information. Each party hereto shall, for itself and its residents and water users, use its best efforts to furnish all appropriate information to the Watermaster in order that the required determination can be made.

c. Cooperation With Other Watermasters. Watermaster hereunder shall cooperate and coordinate activities with the Watermasters appointed in the San Gabriel Basin Case and in Long Beach v. San Gabriel Valley Water Company, et al.

d. Determination of Underflow. Watermaster shall annually determine the amount of underflow from Puente Basin to the San Gabriel Basin, pursuant to Engineering Criteria.

e. Perpetual Accounting. Watermaster shall maintain a perpetual account of accumulated base underflow, accumulated subsurface flow, any deficiencies by reason of interference with surface flows, and the offsetting credit for any make-up payments. Said account shall annually show the accumulated credit or debit in the obligation of Puente Agency to Upper District.

f. Report. Watermaster findings shall be incorporated in a brief written report to be filed with the parties and with the Watermaster in the San Gabriel Basin Case. Said report shall contain a statement of the perpetual account heretofore specified.

8. Base Underflow. On the basis of a study and review of historic underflow from Puente Basin to the Main San Gabriel Basin, adjusted for the effect of the paved flood control channel and other relevant considerations, it is

mutually agreed by the parties that the base underflow is and shall be 580 acre feet per year, calculated pursuant to Engineering Criteria.

9. Puente Agency's Obligation. Puente Agency covenants, agrees and assumes the following obligation hereunder:

a. Noninterference with Surface Flow. Neither Puente Agency nor any persons or entities within the corporate boundaries of Walnut District or Rowland District will divert or otherwise interfere with or utilize natural surface runoff now or hereafter flowing in the storm channel of San Jose Creek; provided, however, that this covenant shall not prevent the use, under Watermaster supervision, of said storm channel by the Puente Agency or Walnut District or Rowland District for transmission within Puente Agency of supplemental or reclaimed water owned by said entities and introduced into said channel solely for transmission purposes. In the event any unauthorized use of surface flow in said channel is made contrary to the covenant herein provided, Puente Agency shall compensate Upper District by utilizing any accumulated credit or by make-up payment in the same manner as is provided for deficiencies in subsurface outflow from Puente Basin.

b. Subsurface Outflow. To the extent that

the accumulated subsurface outflow falls below the accumulated base underflow and the result thereof is an accumulated deficit in the Watermaster's annual accounting, Puente Agency agrees to provide make-up payments during the next year in an amount not less than one-third of the accumulated deficit.

c. Purchase of Reclaimed Water. To the extent that Puente Agency or Walnut District or Rowland District may hereafter purchase reclaimed water from the facilities of Sanitation District 21 of Los Angeles County, such purchaser shall use its best efforts to obtain waters originating within San Gabriel River Watershed.

10. Puente Basin Parties Dismissal. In consideration of the assumption of the obligation hereinabove provided by Puente Agency, Upper District consents to entry of dismissals as to all Puente Basin parties in San Gabriel Basin Case. This agreement shall be submitted for specific approval by the Court and a finding that it shall operate as full satisfaction of any and all claims by the parties within Main San Gabriel Basin against Puente Basin parties by reason of historic surface and subsurface flow.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed as of the day and date first above written.

Approved as to form:
CLAYSON, STARK, ROTHROCK & MANN

By _____
Attorneys for Puente Agency

PUENTE BASIN AGENCY

By _____
EDMOND M. BIEDERMAN
President

Approved as to form:

By _____
Attorney for Upper District

UPPER SAN GABRIEL VALLEY
MUNICIPAL WATER DISTRICT

By _____
Howard H. Hawkins
President

The foregoing agreement is approved and accepted, and the same is acknowledged as the joint and several obligation of the undersigned.

Approved as to form:

_____
Attorney for Walnut District

WALNUT VALLEY WATER DISTRICT

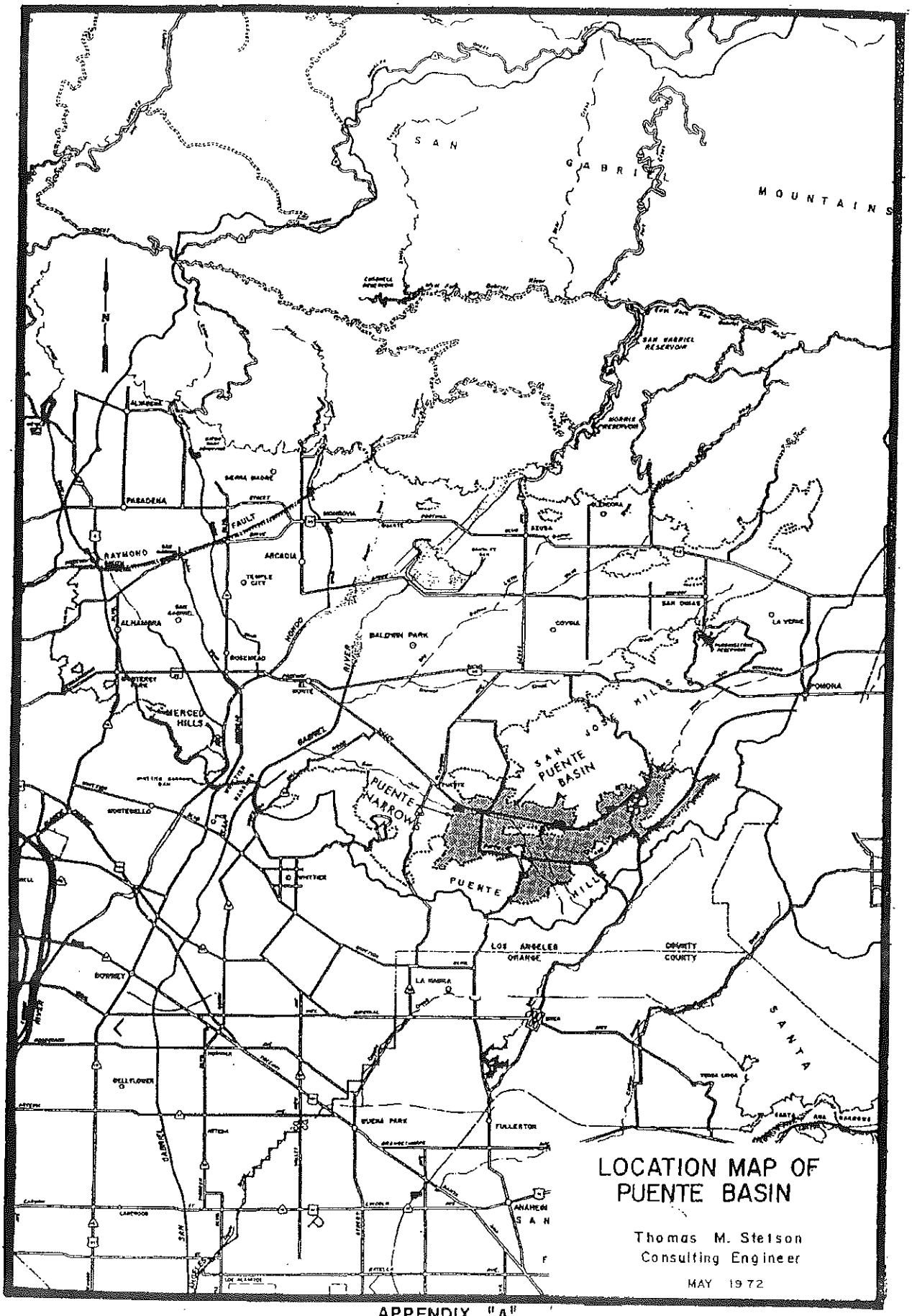
By _____
J. P. BOURDET
Vice President

Approved as to form:

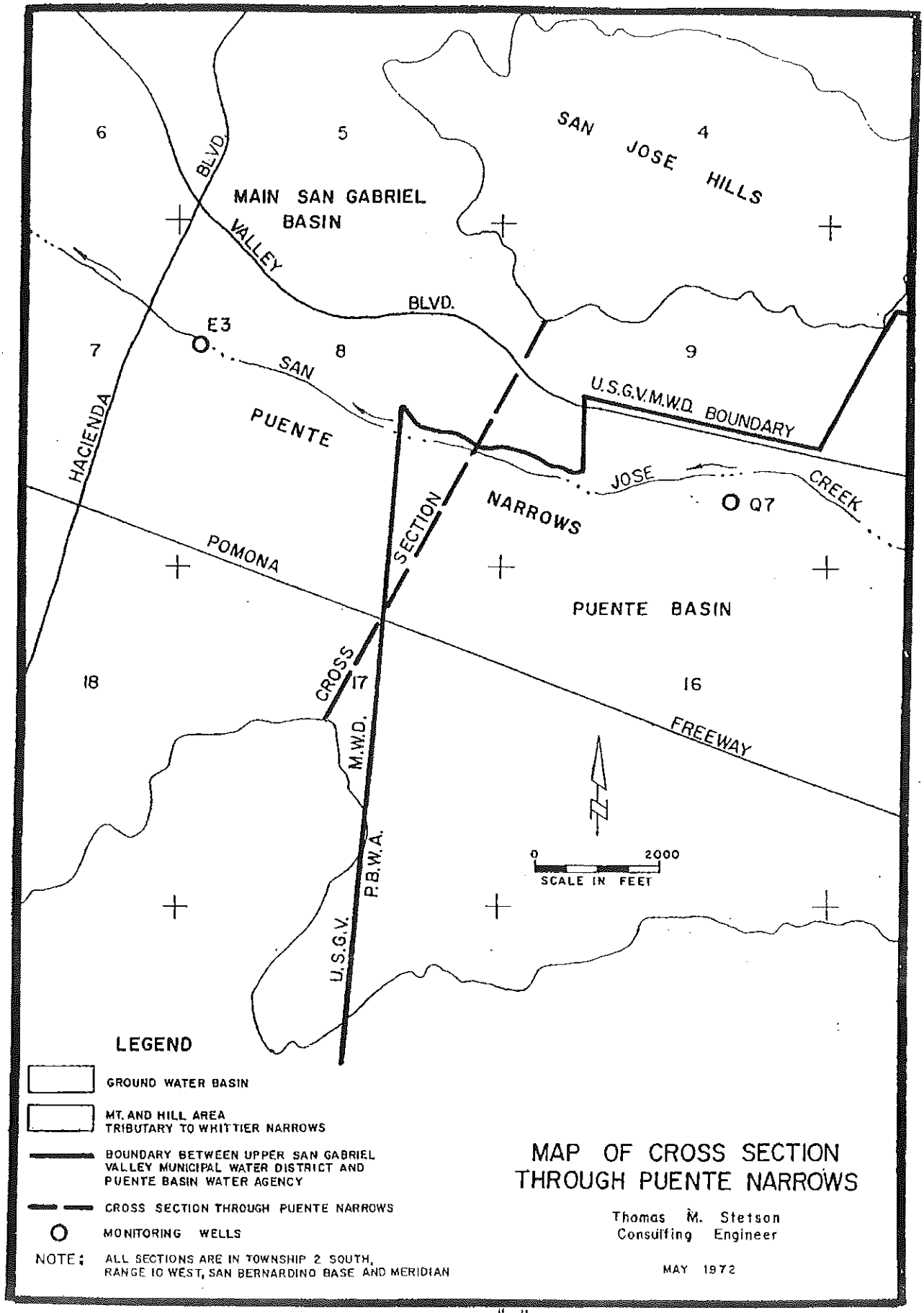
_____
Attorneys for Rowland District

ROWLAND AREA COUNTY WATER
DISTRICT

By _____
President
Wm. A. Simpson



APPENDIX "A"
EXHIBIT "J"



APPENDIX "B"
EXHIBIT "J"

ENGINEERING CRITERIA

APPENDIX "C"

1. Monitoring Wells. The wells designated as State Wells No. 2S/10W-9Q7 and 2S/10W-8E3 and Los Angeles County Flood Control District Nos. 3079M and 3048B, respectively, shall be used to measure applicable ground water elevations. In the event either monitoring well should fail or become unrepresentative, a substitute well shall be selected or drilled by Watermaster. The cost of drilling a replacement well shall be the obligation of the Puente Agency.

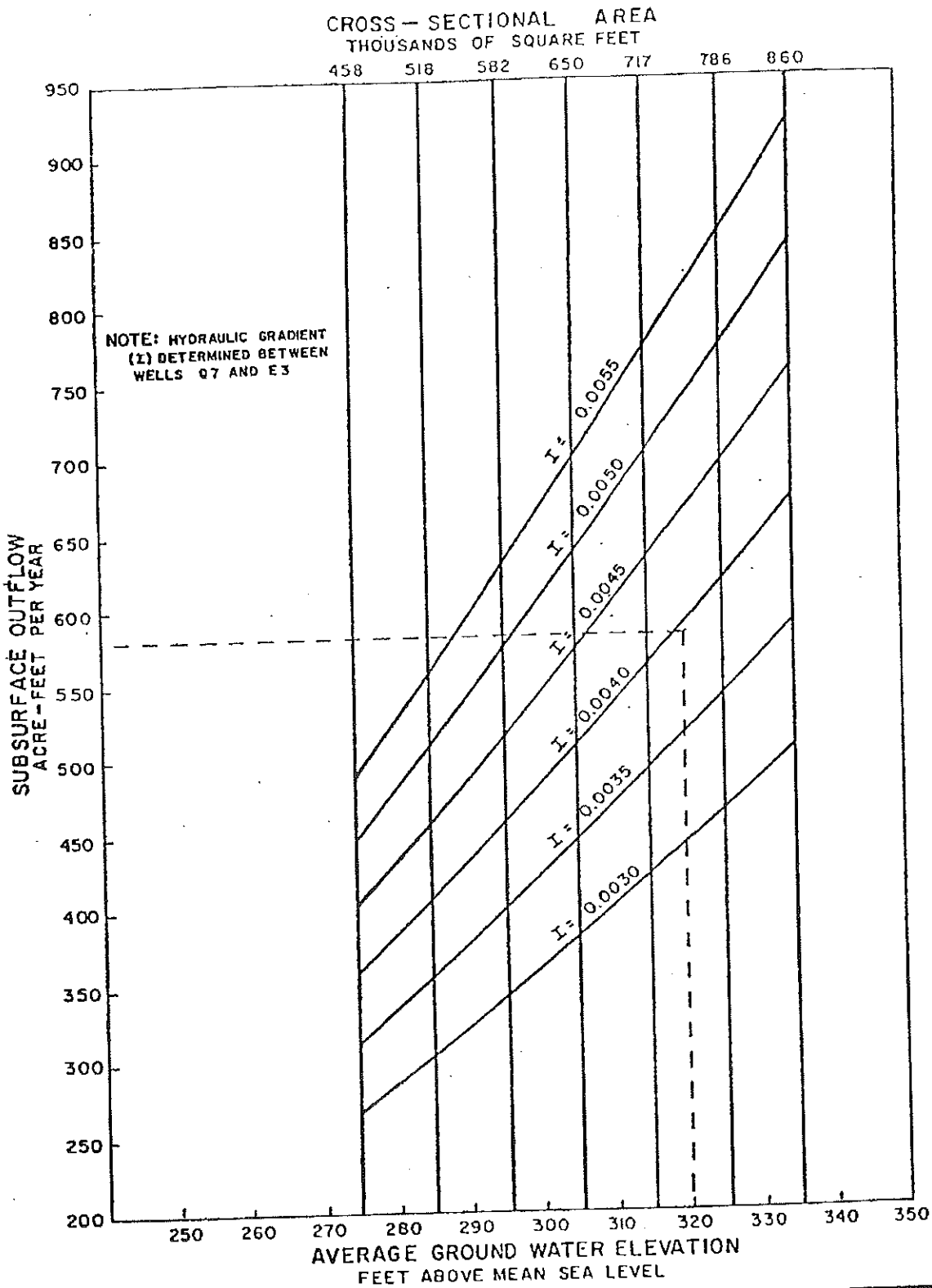
2. Measurement. Each monitoring well shall be measured and the ground water elevation determined semi-annually on or about April 1 and October 1 of each year. Prior to each measurement, the pump shall be turned off for a sufficient period to insure that the water table has recovered to a static or near equilibrium condition.

3. Hydraulic Gradient. The hydraulic gradient, or slope of the water surface through Puente Narrows, shall be calculated between the monitoring wells as the difference in water surface elevation divided by the distance, approximately 9,000 feet, between the wells. The hydraulic gradient shall be determined for the spring and fall and the average hydraulic gradient calculated for the year.

4. Ground Water Elevation at Puente Narrows Cross Section. The ground water elevation at the Puente Narrows

cross section midway between the monitoring wells shall be the average of the ground water elevation at the two wells. This shall be determined for the spring and fall and the average annual ground water elevation calculated for the year.

5. Determination of Underflow. The chart attached is a photo-reduction of a full scale chart on file with the Watermaster. By applying the appropriate average annual hydraulic gradient (I) to the average annual ground water elevation at the Puente Narrows cross section (involving the appropriate cross-sectional area [A]), it is possible to read on the vertical scale the annual acre feet of underflow.



RELATIONSHIP OF AVERAGE GROUND WATER ELEVATION AT PUENTE NARROWS AND APPLICABLE CROSS-SECTIONAL AREA WITH SUBSURFACE OUTFLOW THROUGH PUENTE NARROWS FOR VARIOUS HYDRAULIC GRADIENTS

Thomas M. Stetson
Consulting Engineer
MAY 1972

EXHIBIT "K"

OVERLYING RIGHTS

I. NATURE OF OVERLYING RIGHT

An "Overlying Right" is the right to Produce water from the Main San Gabriel Basin for use on the overlying lands hereinafter described. Such rights are exercisable without quantitative limit only on said overlying land and cannot be separately conveyed or transferred apart therefrom. The exerciser of such right is assessable by Watermaster as provided in Paragraph 21 of the Amended Judgment herein (prior Paragraph 14.5 of the Judgment herein) and is subject to the other provisions of said Paragraph.

II. OVERLYING LANDS (Description)

The overlying lands to which Overlying Rights are appurtenant are described as follows:

> "Those portions of Lots 1 and 2 of the lands formerly owned by W.A. Church, in the Rancho San Francisquito, in the City of Irwindale, County of Los Angeles, State of California, as shown on recorder's filed map No. 509, in the office of the County Recorder of said County, lying northeasterly of the northeasterly line and its southeasterly prolongation of Tract 1888, as shown on map recorded in Book 21 page 183 of Maps, in the office of the County Recorder of said County.
>
> "EXCEPT the portions thereof lying northerly and northwesterly of the center line of Arrow Highway described 'Sixth' and the center line of Live Oak Avenue described 'Third' in a final decree of condemnation, a certified copy of which was recorded August 18, 1933 as Instrument No. 354, in Book 12289, Page 277, Official Records.
>
> "ALSO EXCEPT that portion of said land described in the final decree of condemnation entered in Los Angeles County Superior Court Case No. 805008, a certified copy of which was recorded September 21, 1964, as Instrument No. 3730, in Book D-2634, Page 648, Official Records."

III. PRODUCERS ENTITLED TO EXERCISE OVERLYING RIGHTS AND THEIR RESPECTIVE CONSUMPTIVE USE PORTIONS

The persons entitled to exercise Overlying Rights are both the owners of Overlying Rights and persons and entities licensed by such owners to exercise such Overlying Rights. The persons entitled to exercise Overlying Rights and their respective Consumptive Use portions are as follows:

OWNER PRODUCERS	CONSUMPTIVE USE PORTION
BROOKS GIFFORD, SR. BROOKS GIFFORD, JR. PAUL MNOIAN JOHN MGRDICHIAN J. EARL GARRETT	3.5 acre-feet per year
Present User: Nu-Way Industries	
PRODUCERS UNDER LICENSE	
A. WILLIAM C. THOMAS and EVELYN F. THOMAS, husband and wife, and MALCOLM K. GATHERER and JACQUELINE GATHERER, husband and wife, doing business by and through B & B REDI-I-MIX CONCRETE, INC., a corporation	45.6 acre-feet per year
B. PRE-STRESS CRANE RIGGING & TRUCK CO., INC., a corporation	1.0 acre-foot per year
Present Users: Pre-Stress Crane Rigging & Truck Co., Inc., a corporation	
Total	50.1 acre-feet per year

IV. ANNUAL GROSS AMOUNT OF PRODUCTION FROM WHICH CONSUMPTIVE USE PORTIONS WERE DERIVED 183.65 acre-feet

LIST OF PRODUCERS AND THEIR DESIGNEES
June, 1989

Producer Name	Designee
A	
Adams Ranch Mutual Water Company	Goji Iwakiri
Alhambra, City of	T. E. Shollenberger
Amarillo Mutual Water Company	Ester Guadagnolo
Anderson, Ray	Ray Anderson
Andrade, Macario, et al.	Macario R. Andrade
Arcadia, City of	Eldon Davidson
AZ-Two, Inc.	R. S. Chamberlain
Azusa, City of	William H. Redcay
Azusa Ag. Water Company	Robert E. Talley
Azusa Valley Water Company	Edward Heck
B	
Baldwin Park County Water District (See Valley County Water District)	-
Banks, Gale C.	Gale C. Banks
Base Line Water Company	Everett W. Hughes, Jr.
Beverly Acres Mutual Water User's Assn. (Formerly Beverly Acres Mutual Water Co.)	Eloise A. Moore
Burbank Development Company	Darrell A. Wright
C	
Cadway, Inc.	P. Geoffrey Nunn
California-American Water Company (San Marino System)	Andrew A. Krueger
California-American Water Company (Duarte System)	Andrew A. Krueger
California Country Club	Henri F. Pellissier
California Domestic Water Company	P. Geoffrey Nunn
Cedar Avenue Mutual Water Company	Austin L. Knapp

Exhibit "L"

Producer Name	Designee
Champion Mutual Water Company	Margaret Bauwens
Chevron, USA, Inc.	Ms. Margo Bart
Clayton Manufacturing Company	Don Jones
Conrock Company	Gene R.Block
Corcoran Brothers	Ray Corcoran
County Sanitation District No. 18	Charles W. Curry
Covell, et al.	Darr Jobe
Covell, Ralph	Ralph Covell
Covina, City of	Wayne B. Dowdey
Covina Irrigating Company	William R. Temple
Crevolin, A. J.	A. J. Crevolin
Crown City Plating Company	N. G. Gardner
D	
Davidson Optronics, Inc.	James McBride
Dawes, Mary Kay	Mary Kay Dawes
Del Rio Mutual Water Company	Gonzalo Galindo
Driftwood Dairy	James E. Dolan
Dunning, George	George Dunning
E	
East Pasadena Water Company	Robert D. Mraz
El Monte, City of	Robert J. Pinniger
El Monte Cemetery Association	Linn E. Magoffin
F	
Faix, Ltd.	Henri F. Pellissier
G	
Glendora, City of	Arthur E. Cook
Green, Walter	Dr. Walter Green
H	
Hansen, Alice	Alice Hansen

Producer Name	Designee
Hartley, David	David Hartley
Hemlock Mutual Water Company	Bud Selander
Hunter, Lloyd F.	Lloyd F. Hunter
I	
Industry Waterworks System, City of	Mary L. Jaureguy
K	
Kiyan Farm Kiyan, Hideo	Mrs. Hideo Kiyan
Kirklen Family Trust	Dawn Kirklen
Knight, Kathryn M.	William J. Knight
L	
Landeros, John	John Landeros
La Puente Valley County Water District	Mary L. Jaureguy
La Verne, City of	N. Kathleen Hamm
Livingston-Graham	Gary O. Tompkins
Los Angeles, County of	Robert L. Larson
Loucks, David	David Loucks
M	
Maddock, A. G.	Ranney Draper, Esq.
Maechtlen, Trust of J. J.	Jack F. Maechtlen
Maple Water Company, Inc.	Charles King
Martinez, Francis Mercy	Francis Mercy Martinez
Metropolitan Water District of Southern California	Fred Vendig, Esq.
Miller Brewing Company	Dennis B. Puffer
Mnoian, Paul, et al.	Mal Gatherer
Monrovia, City of	Robert K. Sandwick
Monrovia Nursery	Miles R. Rosedale
Monterey Park, City of	Nels Palm

Exhibit "L"

Producer Name	Designee
N	
Nick Tomovich & Sons	Nick Tomovich
O	
Owl Rock Products Company	Peter L. Chiu
P	
Phillips, Alice B., et al.	Jack F. Maechtlen
Pico County Water District	Robert P. Fuller
Polopolus, et al.	Christine Chronis
R	
Rados Brothers	Alexander S. Rados
Richwood Mutual Water Company	Bonnie Pool
Rincon Ditch Company	K. E. Nungesser
Rincon Irrigation Company	K. E. Nungesser
Rose Hills Memorial Park Association	Allan D. Smith
Rosemead Development, Ltd.	John W. Lloyd
Rurban Homes Mutual Water Company	George W. Bucey
Ruth, Roy	Roy Ruth
S	
San Dimas - La Verne Recreational Facilities Authority	R. F. Griszka
San Gabriel Country Club	Fran Wolfe
San Gabriel County Water District	Philip G. Crocker
San Gabriel Valley Municipal Water District	Bob Stallings
San Gabriel Valley Water Company	Robert H. Nicholson, Jr.
Sloan Ranches	Larry R. Sloan
Sonoco Products Company	Elaine Corboy
South Covina Water Service	Anton C. Garnier
Southern California Edison Company	S. R. Shermoen

Producer Name	Designee
Southern California Water Company -San Dimas District	J. F. Young
Southern California Water Company -San Gabriel Valley District	J. F. Young
South Pasadena, City of	John Bernardi
Southwestern Portland Cement Company	Dale W. Heineck
Standard Oil Company of California	John A. Wild
Sterling Mutual Water Company	Bennie L. Prowett
Suburban Water Systems	Anton C. Garnier
Sully-Miller Contracting Company	R. R. Munro
Sunny Slope Water Company	Michael J. Hart
T	
Taylor Herb Garden	Paul S. Taylor
Texaco, Inc.	E. O. Wakefield
Tyler Nursery	James K. Mitsumori, Esq.
U	
United Concrete Pipe Corporation	Doyle H. Wadley
United Rock Products Corporation	William S. Capps, Esq.
V	
Valencia Heights Water Company	Herman Weskamp
Valley County Water District (Formerly Baldwin Park County Water District)	Stanley D. Yarbrough
Valley View Mutual Water Company	Robert T. Navarre
Via, H., Trust of	Marverna Parton
W	
Ward Duck Company	Richard J. Woodland
W. E. Hall Company	Thomas S. Bunn, Jr., Esq.
White, June G., Trustee	June G. Lovelady
Whittier, City of	Neil Hudson
Wilmott, Erma M.	Erma M. Wilmott

Exhibit "M"

WATERMASTER MEMBERS

FOR CALENDAR YEAR 1973

ROBERT T. BALCH (Producer Member), Chairman

LINN E. MAGOFFIN (Producer Member), Vice Chairman

RICHARD L. ROWLAND (Producer Member), Secretary

BOYD KERN (Public Member), Treasurer

WALKER HANNON (Producer Member)

HOWARD H. HAWKINS (Public Member)

M. E. MOSLEY (Producer Member)

CONRAD T. REIBOLD (Public Member)

HARRY C. WILLS (Producer Member)

STAFF

Carl Fossette, Assistant Secretary-Assistant Treasurer
Ralph B. Helm, Attorney
Thomas M. Stetson, Engineer

FOR CALENDAR YEAR 1974

ROBERT T. BALCH (Producer Member), Chairman

LINN E. MAGOFFIN (Producer Member), Vice Chairman

RICHARD L. ROWLAND (Producer Member), Secretary

BOYD KERN (Public Member), Treasurer

WALKER HANNON (Producer Member)

BURTON E. JONES (Public Member)

M. E. MOSLEY (Producer Member)

CONRAD T. REIBOLD (Public Member)

HARRY C. WILLS (Producer Member)

STAFF

Carl Fossette, Assistant Secretary-Assistant Treasurer
Ralph B. Helm, Attorney
Thomas M. Stetson. Engineer

FOR CALENDAR YEAR 1975

ROBERT T. BALCH (Producer Member), Chairman

LINN E. MAGOFFIN (Producer Member), Vice Chairman

HARRY C. WILLS (Producer Member), Secretary

BOYD KERN (Public Member), Treasurer

WALKER HANNON (Producer Member)

BURTON E. JONES (Public Member)

D. J. LAUGHLIN (Producer Member)

M. E. MOSLEY (Producer Member)

CONRAD T. REIBOLD (Public Member)

STAFF

Carl Fossette, Assistant Secretary-Assistant Treasurer
Ralph B. Helm, Attorney
Thomas M. Stetson, Engineer

FOR CALENDAR YEAR 1976

ROBERT T. BALCH (Producer Member), Chairman

LINN E. MAGOFFIN (Producer Member), Vice Chairman

HARRY C. WILLS (Producer Member), Secretary

BOYD KERN (Public Member), Treasurer

WALKER HANNON (Producer Member)

BURTON E. JONES (Public Member)

D. J. LAUGHLIN (Producer Member)

M. E. MOSLEY (Producer Member)

CONRAD T. REIBOLD (Public Member)

STAFF

Jane M. Bray, Assistant Secretary-Assistant Treasurer
Ralph B. Helm, Attorney
Thomas M. Stetson, Engineer

FOR CALENDAR YEAR 1977

ROBERT T. BALCH (Producer Member), Chairman

LINN E. MAGOFFIN (Producer Member), Vice Chairman

HARRY C. WILLS (Producer Member), Secretary

CONRAD T. REIBOLD (Public Member), Treasurer

WALKER HANNON (Producer Member)

BURTON E. JONES (Public Member)

BOYD KERN (Public Member)

D. J. LAUGHLIN (Producer Member)

R. H. NICHOLSON, JR. (Producer Member)

STAFF

Jane M. Bray, Assistant Secretary-Assistant Treasurer)
Ralph B. Helm, Attorney
Thomas M. Stetson, Engineer

FOR CALENDAR YEAR 1978

ROBERT T. BALCH (Producer Member), Chairman

LINN E. MAGOFFIN (Producer Member), Vice Chairman

D. J. LAUGHLIN (Producer Member), Secretary

CONRAD T. REIBOLD (Public Member), Treasurer

WALKER HANNON (Producer Member)

BURTON E. JONES (Public Member)

L. E. MOELLER (Producer Member)

R. H. NICHOLSON, JR. (Producer Member)

WILLIAM M. WHITESIDE (Public Member)

STAFF

Jane M. Bray, Assistant Secrretary-Assistant Treasurer
Ralph B. Helm, Attorney
Thomas M. Stetson, Engineer

FOR CALENDAR YEAR 1979

LINN E. MAGOFFIN (Producer Member), Chairman

D. J. LAUGHLIN (Producer Member), Vice Chairman

R. H. NICHOLSON, JR. (Producer Member), Secretary

CONRAD T. REIBOLD (Public Member), Treasurer

WALKER HANNON (Producer Member)

BURTON E. JONES (Public Member)

L. E. MOELLER (Producer Member)

WILLIAM M. WHITESIDE (Public Member)

STAFF

Jane M. Bray, Assistant Secretary-Assistant Treasurer
Ralph B. Helm, Attorney
Thomas M. Stetson, Engineer

FOR CALENDAR YEAR 1980

LINN E. MAGOFFIN (Producer Member), Chairman

R. H. NICHOLSON, JR. (Producer Member), Vice Chairman

WILLIAM M. WHITESIDE (Pulic Member), Secretary

CONRAD T. REIBOLD (Public Member), Treasurer

ROBERT T. BALCH (Producer Member)

ROBERT G. BERLIEN (Producer Member)

ANTON C. GARNIER (Producer Member)

TRAVIS L. MANNING (Public Member)

L. E. MOELLER (Producer Member)

STAFF

Jane M. Bray, Assistant Secretary-Assistant Treasurer
Ralph B. Helm, Attorney
Thomas M. Stetson. Engineer

FOR CALENDAR YEAR 1981

LINN E. MAGOFFIN (Producer Member), Chairman

R. H. NICHOLSON, JR. (Producer Member), Vice Chairman

WILLIAM M. WHITESIDE (Public Member), Secretary

CONRAD T. REIBOLD (Public Member), Treasurer

ROBERT T. BALCH (Producer Member)

ROBERT G. BERLIEN (Producer Member)

ANTON C. GARNIER (Producer Member)

TRAVIS L. MANNING (Public Member)

L. E. MOELLER (Producer Member)

STAFF

Jane M. Bray, Assistant Secretary-Assistant Treasurer
Ralph B. Helm, Attorney
Thomas M. Stetson, Engineer

FOR CALENDAR YEAR 1982

LINN E. MAGOFFIN (Producer Member), Chairman

R. H. NICHOLSON, JR. (Producer Member), Vice Chairman

WILLIAM M. WHITESIDE (Public Member), Secretary

CONRAD T. REIBOLD (Public Member), Treasurer

ROBERT T. BALCH (Producer Member)

ROBERT G. BERLIEN (Producer Member)

ANTON C. GARNIER (Producer Member)

L. E. MOELLER (Producer Member)

ALFRED F. WITTIG (Public Member)

STAFF

Jane M. Bray, Assistant Secrretary-Assistant Treasurer
Ralph B. Helm, Attorney
Thomas M. Stetson, Engineer

FOR CALENDAR YEAR 1983

LINN E, MAGOFFIN (Producer Member), Chairman

R. H. NICHOLSON, JR. (Producer Member), Vice Chairman

ROBERT G. BERLIEN (Producer Member), Secretary

CONRAD T. REIBOLD (Public Member), Treasurer

ROBERT T. BALCH (Producer Member)

DONALD F. CLARK (Public Member)

ANTON C. GARNIER (Producer Member)

L. E. MOELLER (Producer Member)

ALFRED R. WITTIG (Public Member)

STAFF

Jane M. Bray, Assistant Secretary-Assistant Treasurer
Ralph B. Helm, Attorney
Thomas M. Stetson, Engineer

FOR CALENDAR YEAR 1984

LINN E. MAGOFFIN (Producer Member), Chairman

R. H. NICHOLSON, JR. (Producer Member), Vice Chairman

ROBERT G. BERLIEN (Producer Member), Secretary

CONRAD T. REIBOLD (Public Member), Treasurer

ROBERT T. BALCH (Producer Member)

DONALD F. CLARK (Public Member)

ANTON C. GARNIER (Producer Member)

L. E. MOELLER (Producer Member)

ALFRED R. WITTIG (Public Member)

STAFF

Jane M. Bray, Assistant Secretary-Assistant Treasurer
Ralph B. Helm, Attorney
Thomas M. Stetson, Engineer

FOR CALENDAR YEAR 1985

LINN E. MAGOFFIN (Producer Member), Chairman

R. H. NICHOLSON, JR. (Producer Member), Vice Chairman

ROBERT G. BERLIEN (Producer Member), Secretary

CONRAD T. REIBOLD (Public Member), Treasurer

ROBERT T. BALCH (Producr Member)

DONALD F. CLARK (Public Member)

ANTON C. GARNIER (Producer Member)

L. E. MOELLER (Producer Member)

ALFRED R. WITTIG (Public Member)

STAFF

Jane M. Bray, Assistant Secretary-Assistant Treasurer
Ralph B. Helm, Attorney
Thomas M. Stetson, Engineer

FOR CALENDAR YEAR 1986

LINN E. MAGOFFIN (Producer Member), Chairman

R. H. NICHOLSON, JR. (Producer Member), Vice Chairman

ROBERT G. BERLIEN (Producer Member), Secretary

CONRAD T. REIBOLD (Public Member), Treasurer

ROBERT T. BALCH (Producer Member)

DONALD F. CLARK (Public Member)

L. E. MOELLER (Producer Member)

REGINOLD A. STONE (Producer Member)

ALFRED R. WITTIG (Public Member)

STAFF

Jane M. Bray, Assistant Secretary-Assistant Treasurer
Ralph B. Helm, Attorney
Thomas M. Stetson, Engineer

FOR CALENDAR YEAR 1987

LINN E. MAGOFFIN (Producer Member), Chairman

REGINALD A. STONE (Producer Member), Vice Chairman

L. E. MOELLER (Producer Member), Secretary

ALFRED R. WITTIG (Public Member), Treasurer

ROBERT T. BALCH (Producer Member)

GERALD J. BLACK (Producer Member)

DONALD F. CLARK (Public Member)

EDWARD R. HECK (Producer Member)

JOHN E. MAULDING (Public Member)

STAFF

Robert G. Berlien, Assistant Secretary-Assistant Treasurer
Ralph B. Helm, Attorney
Thomas M. Stetson, Engineer

FOR CALENDAR YEAR 1988

LINN E. MAGOFFIN (Producer Member), Chairman

REGINALD A. STONE (Producer Member), Vice Chairman

L. E. MOELLER (Producer Member), Secretary

ALFRED R. WITTIG (Public Member), Treasurer

ROBERT T. BALCH (Producer Member)

GERALD J. BLACK (Producer Member)

DONALD F. CLARK (Public Member)

EDWARD R. HECK (Producer Member)

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ALFRED R. WITTIG (Public Member), Treasurer

ROBERT T. BALCH (Producer Member) *

DONALD F. CLARK (Public Member)

EDWARD R. HECK (Producer Member)

BURTON E. JONES (Public Member)

NELS PALM (Producer Member) **

THOMAS E. SCHOLLENBERGER (Producer Member)

STAFF

Robert G. Berlien, Assistant Secretary-Assistant Treasurer
Ralph B. Helm, Attorney
Thomas M. Stetson, Engineer

* DECEASED APRIL 25, 1989

** Appointed August 24, 1989, for the balance of the calendar year term, to replace deceased member, Robert T. Balch.

APPENDIX E

MAIN SAN GABRIEL BASIN WATERMASTER RULES AND REGULATIONS

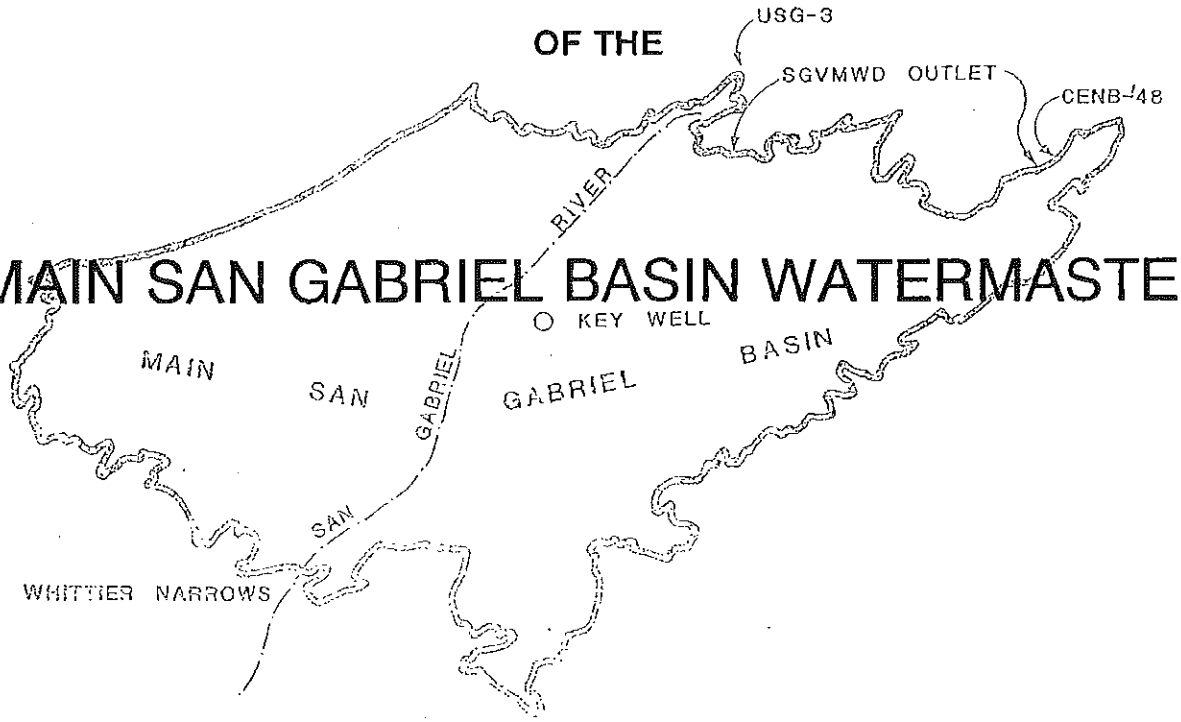
WATERMASTERS:
Linn E. Magoffin, Chairman
Reginald A. Stone, Vice Chairman
Gerald J. Black, Secretary
Nels Palm, Treasurer
Royall K. Brown
Richard W. Cantwell
Burton E. Jones
C. Robert Keiser
A. A. Krueger

John E. Maulding, Executive Officer
Ralph B. Helm, Attorney
Thomas M. Stetson, Engineer

RULES AND REGULATIONS

OF THE

MAIN SAN GABRIEL BASIN WATERMASTER



UPPER SAN GABRIEL VALLEY MUNICIPAL WATER DISTRICT VS. CITY OF ALHAMBRA, ET AL.
CASE NO. 924128 – LOS ANGELES COUNTY

AS AMENDED
OCTOBER 7, 1992
RESOLUTION NO. 10-92-99

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RULES AND REGULATIONS OF

MAIN SAN GABRIEL BASIN WATERMASTER

(As Revised, Amended, and Readopted by Resolution No. -92- , Adopted , 1992)

The definitions set forth in the Judgment in Los Angeles County Superior Court Civil Action No. 924128, entitled, "Upper San Gabriel Valley Municipal Water District v. City Alhambra, et al," as amended (Judgment herein), as well as additional definitions relating specifically to Section 28 of these Rules and Regulations, are used herein with the same meanings and are listed in Appendix "A" hereof.

1. Offices and Records. Watermaster's offices and records shall be maintained at:

425 East Huntington Drive, Suite 200

Monrovia, California 91016,

Telephone (818) 305-1500

Telefax (818) 305-1506

Said records shall be available for inspection by any Party during regular business hours. Copies of said records may be had upon payment of the costs of the duplication thereof and of any preparation costs pertaining thereto.

2. Watermaster Meetings and Holidays. Regular meetings of Watermaster shall be held at 1:30 P.M. on the first Wednesday of each and every month in the Council Chambers of the City of Monrovia, 415 South Ivy Avenue, Monrovia, California 91016.

(a) Holidays. The following holidays shall be observed by

Watermaster:

- January 1 (New Year's Day);
- The third Monday in January (Martin Luther King's Birthday);
- The third Monday in February (Presidents' Day);
- The last Monday in May (Memorial Day);
- July 4 (Independence Day);
- The first Monday in September (Labor Day);
- The second Monday in October (Columbus Day);
- November 11 (Veterans' Day);
-The fourth Thursday and the following Friday in November Thanksgiving);
- December 25 (Christmas Day);
- Each employee's individual birthday, to be taken as a holiday during the month of such birthday as approved by the Executive Officer; and one floating holiday each year, to be designated by the Executive Officer.

(1) If January 1, July 4, November 11, or December 25, fall on a Sunday, the Monday following shall be that holiday and if any of said dates fall on a Saturday, the preceding Friday shall be that holiday.

(2) When any regular meeting of Watermaster shall fall on a hereinabove designated Watermaster holiday (excepting employees' birthdays and said floating holiday), said regular meeting shall be held on the next succeeding regular business day

at the same time and at the same place as the said regularly scheduled meeting.

(b) Meeting Changes. Any changes in the time or place of said regular meeting shall be in compliance with the Judgment.

(c) Special Meetings. Special meetings of Watermaster may be called at any time by the Chairman or Vice-Chairman or by any three (3) members of Watermaster, by written notice in compliance with the Judgment. The calling notice shall specify the time and place of the special meeting and the business to be transacted. No other business shall be considered at such meetings.

(d) Adjournment. Any meeting of Watermaster may be adjourned to a time and place specified in the Order of Adjournment. Less than a quorum of Watermaster, or Watermaster's Secretary or Executive Officer, may so adjourn from time to time. A copy of the Order or Notice of Adjournment shall be conspicuously posted on or near the door of the place where the meeting was held or to be held, within twenty-four (24) hours after the adoption of the Order of Adjournment.

3. Quorum of Watermaster, Necessary Votes for Action and Roll Call of Votes. Five (5) members of Watermaster shall constitute a quorum for the transaction of its affairs. Action by the affirmative vote of five (5) members shall constitute action by the Watermaster, except that the affirmative vote of six (6) members shall be required: (a) to enter into any Cyclic Storage Agreement; or (b) to approve the purchase, spreading or injection of Supplemental Water for Ground Water recharge.

Any member of Watermaster may request a roll call vote on any question or motion considered and the ayes and noes thereon shall be recorded in the minutes of

the meeting.

4. Agenda of Watermaster Meetings. Any person requesting that a matter be considered by Watermaster for action thereon, shall request the same in writing directed to Watermaster's Executive Officer for inclusion on the Agenda of the next scheduled meeting to be held at least ten (10) days after receipt of said request.

5. Conduct of Meetings -- Roberts' Rules of Order. For the conduct of Watermaster meetings, Roberts' Rules of Order shall be followed and, without consent of Watermaster, the priorities of Watermaster business shall be that stated in the Agenda for a particular meeting.

6. Organization of Watermaster. At its first meeting each year, Watermaster shall elect a Chairman and Vice Chairman from its membership. It shall also select a Secretary and a Treasurer and may select such assistants as may be appropriate, any of whom may, but need not be, members of Watermaster.

7. Minutes. Minutes of all Watermaster meetings shall be kept, which shall reflect all actions taken. Draft copies thereof shall be furnished to any Party who files a request therefor in writing with Watermaster. Said draft copies of minutes shall constitute notice of any Watermaster action therein reported and failure of a Party herein to request copies thereof shall constitute his waiver of notice.

8. Designee to Receive Future Notices. Each Party who has not heretofore made a designation of the name and address of the person who shall receive service upon and delivery to Parties of various papers shall file with the Court, with proof of service of a copy thereof upon Watermaster, a written designation of the person to whom and the address at which all future notices, determinations, requests, demands, objections, reports and other papers and processes to be served upon that Party or delivered to the Party are

to be so served or delivered.

(a) Substitute Designee. A later substitute designation filed and served in the same manner by any Party shall be effective from the date of filing as to any future notices, determinations, requests, demands, objections, reports and other papers and processes to be served upon or delivered to that Party.

(b) Service upon Designee. Delivery to or service upon any Party by Watermaster, by any other Party, or by the Court, of any item required to be served upon or delivered to a Party under or pursuant to the Judgment herein may be by deposit in the mail, first class, postage prepaid, addressed to the latest Designee of the Party to be served and at the address of said latest designation filed by that Party.

(c) List of Designees. Watermaster shall maintain a current list of Party Designees to receive notices under the Judgment.

9. Election of Producer Representatives.

(a) Notice of Nomination Election. Watermaster shall annually give thirty (30) days notice to all Parties that an election shall be held at Watermaster's regularly scheduled meeting in November of each year, for the purpose of nominating Producer representatives to Watermaster.

(b) Voting. Nominations of six (6) Producer representatives shall be by cumulative voting in person or by proxy, with each Producer entitled to one (1) vote for each one hundred (100) acre-feet, or portion thereof, owned by him, of Base Annual Diversion Right, Prescriptive Pumping Right or Integrated Production Right, as defined in the Judgment. When the names placed in nomination exceed the number of representatives to be elected, votes shall be cast by ballot using

official ballot forms provided by Watermaster. Each ballot form must list the Producer and Designee or proxy holder casting the vote, the Producer's voting entitlement, the names of the nominees for whom the votes have been cast, and the number of votes cast for each nominee.

(c) Conduct of Elections. Prior to the nomination of Producer representatives, the Chairman shall appoint tellers to conduct the election. Such tellers may include any member of Watermaster staff to monitor the canvassing and counting of votes. The tellers shall distribute the ballots, and, at the conclusion of the balloting, collect the ballots, retire to tabulate the votes, and promptly report the results of the election to the Parties present at the election.

(1) In the event there is a challenge to the declared election results, the Chairman shall appoint three (3) Producer Parties as election inspectors who shall recount the election ballots and immediately certify the results of such election to Watermaster and others present at the election.

(2) All ballots shall be considered confidential, and no ballot or information thereon shall be disclosed except to the appointed tellers and election inspectors, without the express permission of the Producer casting the ballot.

10. Vacancy on Watermaster and Replacement. In the event of a vacancy on Watermaster, a successor shall be nominated at a special meeting of Watermaster and Producers to be called by Watermaster within ninety (90) days in the case of a Producer representative or by the action of the appropriate District Board of Directors in the case of a Public Representative. Subject to approval and appointment by the Court, such

successor Watermaster shall fill the unexpired term of the Watermaster member replaced.

11. Watermaster Action Subject to Court Review. Any action, decision, rule or procedure of Watermaster shall be subject to review by the Court on its own motion or on timely petition or motion for an Order to Show Cause by any Party, as follows:

(a) Effective Date of Watermaster Action. Any order, decision or action of Watermaster shall be deemed to have occurred on the date that written notice thereof is mailed. Mailing of draft copies of Watermaster minutes which contain such order, decision, action, or contemplated action, to the Parties requesting the same shall constitute such notice to all Parties, as of the date of such mailing.

(b) Notice of Motion. Any Party may, by a regularly noticed motion, petition the Court for a review of any Watermaster action or decision. Notice of such motion shall be mailed to Watermaster and to the Designees of all Parties. Unless ordered by the Court, such petition shall not operate to stay the effect of such Watermaster action.

(c) Time for Motion. Within thirty (30) days of mailing of Notice of Watermaster Determination of Operating Safe Yield together with a statement of each Producer's entitlement thereunder, any affected Party may, by a regularly noticed motion, Petition the Court for an Order to Show Cause for review of said Watermaster findings, determination or entitlement and thereupon the Court shall hear Objections thereto and settle such dispute.

Notice of motion to review any other Watermaster action or decision shall be served and filed within ninety (90) days after such Watermaster action or decision.

(d) *De Novo* Nature of Proceedings. Upon filing of such motion for hearing, the Court shall notify the Parties of the date for taking evidence and argument, and shall review *de novo* the question at issue on the date designated. The Watermaster decision or action shall have no evidentiary weight in such proceedings.

(e) Decision. The decision of the Court in such proceedings shall be an appealable Supplemental Order in this case. When the same is final, it shall be binding upon the Watermaster and the Parties.

12. Water Measuring Devices and Meter Test Program. Parties producing in excess of five (5) acre-feet per year shall, pursuant to these uniform rules, install and maintain in good operating condition, at the cost of each such Party, such necessary water measuring devices or meters as may be appropriate. Any such measuring device is subject to such inspection and testing as Watermaster may, from time to time, deem necessary. Upon testing, the meters shall be sealed by Watermaster and remain so sealed.

Watermaster will conduct a formal meter-testing program to help the Parties accurately report their Production. Watermaster intends to test every meter under its jurisdiction at least once every two (2) years.

(a) Tests of Meters Which Supply Watermaster. At least once every two (2) years, Watermaster shall request certified meter tests of all meters of Responsible Agencies through which Supplemental Water is furnished to Watermaster and of the meters which measure all Cyclic Storage deliveries authorized by Watermaster.

(b) Wells. Water wells shall be equipped with a positive displacement, velocity impeller, venturi or orifice-type meter with a totalizer. The totalizer shall

be correctable only by changing mechanical gear equipment. The meter shall be accessible and installed according to good design practices. Watermaster personnel shall assist any Party having any question as to installation requirements.

(c) Calibrated Test Equipment. Watermaster or its approved meter tester will maintain a complete line of carefully calibrated test equipment. This equipment is the standard with which all water meters must be compared. The tolerance for each meter is plus (+) or minus (-) five percent (5%) of the standard. Watermaster may require an aggregate accuracy of plus (+) or minus (-) two percent (2%).

(d) Repair or Replacement of Inaccurate Meters. Defective or inaccurate meters must be repaired within thirty (30) days of receipt of notice thereof from Watermaster.

(e) Surface Diversions. Surface Water Diversions shall be measured with a weir and recorder or meter capable of accurately measuring and recording such Diversions.

(f) Interim Meter Tests. Should a Producer discover that the meter which measures the water Production from his well is measuring inaccurately, he shall first notify Watermaster thereof, have the meter retested and, if measuring inaccurately, then have the same repaired at the earliest practical and reasonable time. Upon the completion of such repair, such Producer shall immediately have such meter tested and sealed by Watermaster and it shall remain so sealed. Such testing and sealing will be accomplished by Watermaster upon request therefor by said Producer or said repaired meter may be tested and sealed by any meter tester authorized by Watermaster, as provided in Subsection (g) of this Section 12.

Results of such meter tests shall be furnished to Watermaster within ten (10) days of testing, on forms provided by Watermaster.

(g) Watermaster Approved Meter Testers. Persons, firms or corporations in the business of repairing and/or testing water measuring devices may be approved by Watermaster to test and seal meters on behalf of Watermaster by submitting their qualifications therefor to Watermaster and obtaining Watermaster's approval to perform meter tests and seal such meters as agents of Watermaster. The name, address and telephone number of all such Watermaster approved meter testers shall be maintained at and be available from the office of Watermaster.

(h) Meter Seal by Watermaster and Notification of Meter Maintenance. At the completion of all meter tests Watermaster's seal shall be placed on the meter, if the meter test demonstrates that the meter is within the accuracy standard of five percent (5%).

Such sealing then requires that Watermaster be notified in writing within seven (7) days if Watermaster's seal has been broken or if any of the following events occur: (a) the meter is to be repaired or recalibrated; (b) there is any other interference affecting the meter or Watermaster's seal; (c) the meter is to be relocated even if Watermaster's seal is still intact; or (d) a new meter is to be installed.

(i) Estimation of Production Due to Meter Maintenance. When a Producer must estimate Production due to meter maintenance, he shall consult with Watermaster or its engineer for approval of the method of estimation. A copy of the estimate calculations shall be supplied to Watermaster with the corresponding

Quarterly Production Report.

13. Reports of Producers to Watermaster. Each Producer with an adjudicated right in excess of five (5) acre-feet per year and each Producer with an Overlying Right in any amount shall file with Watermaster a quarterly report of water Produced from the Basin or Relevant Watershed, on forms provided by Watermaster. Quarterly Production Reports shall be so filed no later than the last day of the month next succeeding the end of the relevant quarter, i.e. April 30, July 31, October 31 and January 31.

(a) Adjudicated Right in Excess of Five (5) Acre-Feet Not to be Reduced to Minimal Producer by Transfer. Any portion of: (1) the Base Annual Diversion Right of a Diverter; (2) the Prescriptive Pumping Right of a Pumper; or (3) the Diversion Component and Prescriptive Pumping Component of an Integrated Producer, adjudicated in any amount in excess of five (5) acre-feet per year [at the time that Judgment herein was entered, January 4, 1973], that is or may be reduced to five (5) acre-feet or less by assignment or transfer of rights, as permitted by Section 55 of the Judgment, shall not enjoy the status of a Minimal Producer as defined in Section 10 (o) of the Judgment.

(b) Notice to Watermaster of Transfers of Water Rights. Within fifteen (15) days thereof all Parties shall notify Watermaster of any transfer, assignment, license or lease of any water right, or portion thereof, not shown in the Judgment or previously filed with Watermaster and such transferee must be or become a Party to the action (as provided in Section 57 of the Judgment). All Parties are required to notify Watermaster of any subsequent assignment, transfer, license or lease of water rights granted or acquired by them and they shall file a duly acknowledged copy of the document(s) therefor with Watermaster, within fifteen

(15) days after execution and acknowledgement of such document(s).

For such assignment, transfer, license or lease of water rights to be effective for, or be deemed by Watermaster to apply to, Production in a particular Fiscal Year (July 1 - June 30), the document(s) therefor shall be executed and acknowledged prior to the end of said Fiscal Year (June 30) and copies thereof showing such acknowledgement must be received by Watermaster prior to July 15, following the end of said particular Fiscal Year. The transferee must be, or petition to become, a Party to the action within ninety (90) days following such assignment, transfer, license or lease of water rights.

When the term of a temporary assignment, transfer, license or lease of water rights extends beyond the end of the current Fiscal Year, it shall be the obligation of the transferee thereof to annually, during the month of July of each Fiscal Year during said term, notify Watermaster of said transferee's intention to exercise said water right during the then current applicable Fiscal Year.

(c) Conveyance of Water Right with Conveyance of Property. Parties are advised that when a water right owner conveys the property where a water right was developed, the said water right shall not be conveyed with such property unless and until the appropriate notice procedures established by Watermaster have been complied with. When it is intended to transfer or acquire adjudicated water rights in the Basin or Relevant Watershed, the Parties thereto are advised to use the appropriate forms contained in exhibits to these Rules and Regulations and to notify Watermaster of such transfers by furnishing a copy of such transfer documents(s) within fifteen (15) days of execution and acknowledgement thereof.

(d) Conveyance of Water Right without Conveyance of Property.

Parties are also advised that the owner of an adjudicated water right herein (except an Overlying Right) may transfer the same (temporarily or permanently) without conveyance of the property where the water right was developed.

(e) Transfer of Overlying Right. The transfer and use of Overlying Rights shall be limited (as provided in Section 21 of the Judgment) as exercisable only on specifically defined Overlying Lands and they cannot be separately conveyed or transferred apart therefrom.

(f) Intervention Stipulation Required. No conveyance of water rights to a person who is not a Party to the subject action shall be recognized by Watermaster unless the transferee thereof files with Watermaster a Stipulation in Intervention to the subject action (Exhibit "E") agreeing to be bound by the Judgment herein, and until the Court approves said Stipulation and Intervention.

(g) Notice Required. Any transfer of water rights shall be effective only when the requirements of this Section 13 are met and when the Parties file with Watermaster, within fifteen (15) days of such transfer, a copy of the transfer document(s) which:

(1) Identifies both the transferee(s) and the transferor(s);

(2) Accurately recites the total quantity (in acre-feet) of water rights transferred;

(3) Is executed by both the transferee(s) and the transferor(s);

(4) Is acknowledged by both transferee(s) and transferor(s) in a form sufficient for recordation;

(5) Lists the Designee(s) of both the transferor(s) and transferee(s) to receive future service and notice of papers and process; and

(6) Is accompanied by a map of the service area where the water was used by transferor(s) (assignors) and a map of the service area where the water is intended to be used by the transferee(s) (assignees). Maps need not be furnished for temporary transfers of water rights unless specifically requested by Watermaster.

(h) Approved Forms of Transfer Documents and Other Forms. Approved forms of such transfer documents and other approved Watermaster forms are attached hereto, marked and identified as follows:

Exhibit "A" - Permanent Transfer of Water Rights--Prescriptive Pumping Right

Exhibit "B" - Permanent Transfer of Water Rights--Base Annual Diversion Right

Exhibit "C" - Permanent Transfer of Water Rights--Integrated Production Right

Exhibit "D" - Temporary Assignment or Lease of Water Right

Exhibit "E" - Stipulation Re Intervention After Judgment

Exhibit "F" - Designee to Receive Future Notices for and on Behalf of Defendant(s)

Exhibit "G" - Notice of Transfer of Overlying Rights With Property to Which They are Appurtenant.

Exhibit "H" - Application To Drill Water Well

Exhibit "I" - Application To Modify Existing Water Well

Exhibit "J" - Application To Destroy Water Well

Exhibit "K" - Application For Water Treatment Facility

(i) Presumption as to Unexercised Rights. Unless otherwise noted on the above mentioned transfer documents(s), it will be presumed by Watermaster that the permanent transfer of water rights will include all unexercised rights

thereunder, including authorized carry-over of unused rights.

14. Operating Safe Yield. Watermaster shall annually determine the Operating Safe Yield applicable to the succeeding Fiscal Year and estimate the same for the next succeeding four (4) Fiscal Years. Said determination shall be made at the close of the hearing thereon, which shall be commenced at Watermaster's regular meeting in May of each year. Watermaster shall notify each Pumper and Integrated Producer of his share thereof, stated in acre-feet per Fiscal Year. Thereafter, no Party may produce in any Fiscal Year any Consumptive Use Portion of any Overlying Right, or an amount in excess of the sum of his Diversion Right, if any, plus his Pumper's Share of such Operating Safe Yield, or his Integrated Production Right, or the terms of any Cyclic Storage Agreement, without being subject to Assessment for the purpose of purchasing Replacement Water. The rate of such Assessment shall be established at the same meeting at which the Operating Safe Yield is established, and it may be estimated for the years for which Operating Safe Yield is estimated. In establishing the Operating Safe Yield, the Watermaster shall follow all physical, economic, and other relevant parameters provided in the Judgment herein. Said determination shall be made in accordance with the following:

(a) Preliminary Determination. At Watermaster's regular meeting in April of each year, Watermaster shall make a Preliminary Determination of the Operating Safe Yield of the Basin for each of the succeeding five (5) Fiscal Years. Said determination shall be made in the form of a report containing a summary statement of the considerations, calculations and factors utilized by Watermaster in arriving at the said Operating Safe Yield.

(b) Notice of Hearing. A copy of said Preliminary Determination

Report shall be mailed to all Parties at least ten (10) days prior to a hearing thereon to be commenced at Watermaster's regular meeting in May of each year, at which time objections or suggested corrections or modifications of said determination shall be considered.

(c) Watermaster Final Determination and Review Thereof. Within thirty (30) days after completion of said hearing, Watermaster shall mail to each Pumper, Diverter, Overlying User and Integrated Producer a Final Report and Determination of said Operating Safe Yield for each such Fiscal Year, together with a statement of the Producer's entitlement in each such Fiscal Year stated in acre-feet. Any affected Party, within thirty (30) days of mailing of notice of said Watermaster determination, may petition the Court for an Order to Show Cause for Review of said determination in accordance with Section 11 hereof.

15. Carry-over Rights.

(a) Pumping. Any Pumper's Share of Operating Safe Yield, and the Production right of any Integrated Producer which is not Produced in a given year may be carried over and accumulated for one (1) year.

(b) Diversions. Diverters shall be entitled to Divert for direct use up to two hundred percent (200%) of their Base Annual Diversion Right in any Fiscal Year, provided, that the aggregate quantities of water Diverted in any consecutive ten (10) Fiscal Year period shall not exceed ten (10) times such Diverter's Base Annual Diversion Right.

(c) Overlying Rights. By definition, there is no carry-over of Overlying Rights.

(d) Presumption as to Carry-over Rights. The first water Produced in

the succeeding Fiscal Year shall be deemed Produced pursuant to such Producer's Carry-over Rights.

16. Special Hearings. Watermaster shall conduct such special hearings as deemed appropriate upon thirty (30) days notice to the Parties hereto.

17. Policy Decisions. No policy decision shall be made by Watermaster until its next regular meeting after the question involved has been raised for discussion at a Watermaster meeting and noted in the draft of minutes thereof.

18. Assessments. Watermaster may levy and collect Assessments from the Producer Parties based upon Production during the preceding Fiscal Year. Said Assessments may be for one or more of the following purposes:

(a) Administration Costs. At its regular May meeting Watermaster shall adopt a proposed budget for the succeeding Fiscal Year and within fifteen (15) days shall mail a copy thereof to each Party, together with a statement of the level of Administration Assessment levied by Watermaster and which will be collected for purposes of raising funds for said budget. Said Assessments shall be uniformly applicable to each acre-foot of Production.

(b) Replacement Water Costs. Replacement Water Assessments shall be collected from each Producer on account of such Party's Production in excess of its Diversion Rights, Pumper's Share or Integrated Production Right, and on account of the consumptive use portion of Overlying Rights, computed at the applicable rates established by Watermaster, consistent with Watermaster's Operating Criteria (Exhibit "H" to the Judgment).

(c) Make-up Obligation. An Assessment shall be levied and collected equally on account of each acre-foot of Production, which does not bear a

Replacement Water Assessment hereunder, to pay all necessary costs of administration and satisfaction of the Make-up Obligation. Such Assessment shall not be applicable to water Production of an Overlying Right.

(d) In-Lieu Water Cost. An Assessment may be levied against all Pumping to pay reimbursement for In-Lieu Water Cost except that such Assessments shall not be applicable to the non-consumptive use portion of Overlying Rights.

(e) Waivers Possible for Water Quality Improvement or Protection. In accordance with Section 45 (e) of the Judgment, a Producer of water from the Basin for the purpose of testing, protecting, or improving water quality, may apply in writing by verified petition or application (hereinafter "Application") to Watermaster, for approval of such water Production free of all or any part of Watermaster Assessments thereon, and for waiver of one or more of the provisions of Sections 25, 26, and 57 of said Judgment, where appropriate, upon terms and conditions to be established by Watermaster after a noticed hearing on such Application.

A waiver of Assessment shall not be granted for the purpose of removal of contamination or improvement of the quality of Basin water which has, or could have, resulted from the activity of the Applicant for such waiver.

In the event cleanup or Treatment Facilities are installed in the Basin by or for the benefit of a Producer, and the Basin water receiving treatment from said Treatment Facilities is subsequently delivered by or used for beneficial purposes of such Producer, the Production of such water shall not be entitled to waiver or modification of Watermaster Assessments thereon.

Notwithstanding the above, if Basin water is treated and immediately percolated or reintroduced to the Basin by way of spreading, injection, or otherwise, for purposes of this Section 18 (e), its Production may, upon Watermaster's approval of an Application to waive or modify its Assessments on the same, be entitled thereto. In any event, such water shall only be percolated or reintroduced to the Basin with the consent of Watermaster and said water shall be of a quality acceptable to Watermaster.

Although all Production from the Basin must be reported to Watermaster on a timely basis in accordance with these Rules and Regulations, Production which is granted a waiver of Assessment hereunder may, by reason of certain circumstances as specifically determined by Watermaster, be deemed an unused right and entitled to carry-over, in accordance with Section 49 of the Judgment.

(f) Application for Waiver of Assessment. An Application for Waiver of Assessment, as above set forth, shall contain all relevant information relied upon by Applicant which he believes justifies the granting of said Application. All such Applications shall explain the special needs and circumstances for such Production and specify the approximate amounts to be Produced, the time frame of such Production, the specific location(s) of the points(s) of extraction(s), and the place of intended disposal of such water, as well as any supplemental or additional information requested by Watermaster. All such extractions shall be metered and reported quarterly to Watermaster, along with all other Basin Production, in accordance with these Rules and Regulations.

Should an Application contain incomplete information or should

Watermaster desire additional, other, or further information in relation thereto, the same shall also be furnished and verified by Applicant.

(g) Public Hearing and Effective Date. Within thirty (30) days of the filing of any such Watermaster accepted Application, Watermaster shall give at least thirty (30) days notice to the Designees of all Parties that it will hold a public hearing on said Application. Watermaster may, after the conclusion of said hearing, under then existing conditions, waive all or any part of its Assessments on such Production, such waiver shall not be effective prior to the date of the filing of said accepted Application, and may also waive the provisions of Sections 25, 26, and 57 of the Judgment herein.

The effective date for the granting of an Application to waive or modify Watermaster Assessments shall be no later than ten (10) days after approval thereof by Watermaster and it shall continue for the period of time specified therein, unless sooner terminated or extended by Watermaster.

Nothing herein is intended to allow an increase in any Producer's annual entitlement under the Judgment.

19. Levy, Notice and Adjustment of Assessments. At its regular May meeting Watermaster shall also fix the rate(s) of or levy applicable Administration Assessments, Replacement Water Assessments, Make-up Obligation Assessments, and In-Lieu Water Cost Assessments, if any. Watermaster shall give written notice of all applicable Assessments to each Party on or before August 15 of each year.

(a) Payment. All Watermaster Assessments shall be due and payable on or before September 20, following such Assessment levy or Assessment rate fixing, subject to the rights reserved in Section 37 of the Judgment, and such

Assessment shall be paid or become delinquent after September 20.

(b) Delinquency. Any Assessment payment which becomes delinquent shall bear interest at the annual prime interest rate in effect on the first business day of August of each year, plus one percent (1%). Said prime interest rates shall be that fixed by the Bank of America NT&SA for its preferred borrowing on said date. Said prime interest rate plus one percent (1%) shall be applicable to any said delinquent Assessment payment from the due date thereof until paid, provided, however, in no event shall any said delinquent Assessment bear interest at a rate of less than ten percent (10%) per annum. Such delinquent Assessment and said interest thereon may be collected in a Show Cause proceeding in the subject action or in any other legal proceeding instituted by Watermaster, and in such proceeding the Court may allow Watermaster its reasonable costs of collection, including attorney's fees.

(c) Adjustments. By reason of Watermaster's inability to control the direct costs and other charges incurred for Supplemental Water obtained from Responsible Agencies, it may be necessary from time to time for Watermaster to adjust the foregoing Assessments. Such Assessments may only be adjusted after giving at least 15 days Notice to all Parties of the meeting at which such adjustments will be considered by Watermaster.

20. Responsibility for Watermaster Assessments. Parties Producing water from the Relevant Watershed and Party lessors or assignors of water rights shall be responsible for Watermaster Assessments levied upon all Production. The temporary lessor or assignor of water rights shall be ultimately responsible for all Watermaster Assessments of non-party lessees or assignees; such non-party lessees or assignees act as the

Production agent of the lessor or assignor to the extent of the amount of such temporary lease or assignment.

21. Over and/or Under Reporting.

(a) Over Reporting. Watermaster shall make refunds, in whole or in part, of Assessments theretofore paid, to any Producer who has erroneously overstated his Production in any sworn statement for a quarterly period required hereunder and who has overpaid any Assessment for that quarter, but only upon compliance by the Producer with the procedure hereinafter set forth and within the time hereinafter provided.

Any such Producer, within one (1) year of the last day for filing of the said sworn statement for the quarterly period in question, may file a verified application with Watermaster requesting a refund of that portion of any Assessment claimed to have been paid by reason of that Producer's erroneous overstatement of Production. If incomplete information is contained in said application, or if Watermaster desires other, further, or additional information than that set forth in said application, the same shall also be furnished by a verified statement mailed to Watermaster on behalf of Applicant within thirty (30) days of the mailing of the written notice or request therefor from Watermaster to the Producer's Designee, at his address as shown by Watermaster records, or the application shall be deemed abandoned. Such request by Watermaster shall not cause any application otherwise timely filed to be considered as not filed within said one (1) year period. The Watermaster may pay any refund claimed without a hearing thereon, but no application shall be denied, in whole or in part, without a hearing being accorded to the Applicant, in which said hearing the Applicant

shall have the burden of proof. Any determination by Watermaster on any matter in connection with said application shall be final and conclusive upon the said Producer.

Any refund authorized to be paid under the provisions of this Section may be paid only out of moneys realized from the appropriate Watermaster Assessment levied or thereafter raised. Under election of the Producer, any refund determined by Watermaster to be owing may be credited to the Producer against any subsequent Assessments which might become due and owing from him to Watermaster. No refunds shall be made except as authorized by this section and this section may not apply to over reporting unless there has been compliance with the provisions of Section 12 hereof.

(b) Under Reporting. If Watermaster shall have probable cause to believe that the Production of water from any water Producing facility is in excess of that disclosed by the sworn statements covering such water Producing facility, Watermaster may cause an investigation and report to be made concerning the same. Watermaster may fix the amount of water Production from such facility at an amount not to exceed the maximum Production capacity thereof, provided, however, where a Watermaster tested water measuring device is permanently attached to such facility, the record of Production as so disclosed by such measuring device shall be presumed to be accurate and the burden of proof shall be upon Watermaster to establish the contrary.

A determination by Watermaster that a Producer has under reported Production shall require Watermaster to give written notice thereof to such Producer by mailing such notice to his Designee, at the address shown by

Watermaster records. A determination of under reporting made by Watermaster shall be conclusive on any Producer who has Produced water from the facility in question and the Watermaster Assessments based thereon, together with interest as set forth in Section 19 (b) hereof, shall be payable forthwith, unless such Producer shall file with Watermaster within ten (10) days after the mailing of such notice, a written protest setting forth the ground or grounds for protesting the amount of Production so fixed or the Assessments and interest thereon.

Upon the filing of such protest, Watermaster shall hold a hearing at which time the total amount of water Production and the Assessments and interest thereon shall be determined, which action shall be conclusive if based upon substantial evidence. A notice of such hearing shall be mailed to protestant at least ten (10) days before the date fixed for the hearing. Notice of the determination by the Watermaster at the close of such hearing shall be mailed to the protestant. The Producer shall have twenty (20) days from the date of mailing of such notice to pay the Assessments fixed by Watermaster and interest thereon, as fixed herein, before the same becomes delinquent.

(c) Delinquent Assessments; Interest; Costs; and Attorney's Fees. Watermaster may bring suit in the Court having jurisdiction against any Producer of water from the Basin or Relevant Watershed for the collection of any delinquent Assessment and interest thereon. The Court having jurisdiction of the suit may, in addition to any delinquent Assessment, award interest and reasonable costs, including attorney's fees.

22. Information Concerning Offers to Purchase, Sell or Lease Water Rights. Watermaster shall maintain a record of any offer to purchase, sell or lease water rights

reported to Watermaster, for the purpose of encouraging the orderly transfer of such rights by acting as a clearing house for such information. Any person desiring to purchase, sell, or lease such rights may examine such Watermaster records.

23. Watermaster Control of Spreading and Ground Water Storage. Except for the exercise of non-consumptive uses and performance of Cyclic Storage Agreements with Watermaster, no Party shall spread water within the Basin or Relevant Watershed for subsequent recovery or Watermaster credit without prior Watermaster written permission to do so because Watermaster has sole custody and control of all Ground Water storage rights in the Basin.

24. Watermaster Annual Report. Watermaster shall annually file with the Court and mail to the Parties a report of all Watermaster activities during the preceding Fiscal Year, including an audited statement of all accounts and financial activities of Watermaster, summaries of Diversions and Pumping, and all other pertinent information. To the extent practical, said report shall be mailed to all Parties and filed with the Court on or before November 1 of each Year.

25. Watermaster Stipulation Re Intervention After Judgment. Attached hereto and marked "Exhibit E" is a form of Stipulation for Intervention After Judgment which Watermaster will execute, file with the Court if accompanied by the necessary filing fee, obtain a Court hearing date thereon, give Notice thereof and attempt to obtain an approving Court Order thereon.

26. Uniform Rules and Conditions of Cyclic Storage Agreements.

(a) Application for Cyclic Storage Agreements. Any person or entity, private or public, desiring to spread and store Supplemental Water within the Basin for subsequent recovery and use or for Watermaster credit shall make

application to Watermaster for a Cyclic Storage Agreement pursuant to these Uniform Rules and Conditions. Watermaster shall have first call on Supplemental Water for Replacement Water, Make-up Water and for the "Alhambra Exchange" before such water is made available for Cyclic Storage Agreements.

(b) Purpose of Cyclic Storage Agreements. All Cyclic Storage Agreements shall be for the utilization of Ground Water storage capacity of the Basin and for cyclic or regulatory storage of Supplemental Water.

(c) Available Storage Capacity. In considering the available Ground Water storage capacity of the Basin for such Agreements, Watermaster shall take into account the operation of the Basin under the Physical Solution provisions of the Judgment.

(d) Provisions of Cyclic Storage Agreements. Any such Agreement shall include provisions for:

(1) Watermaster control of all spreading (or injection) and extraction scheduling and procedures for such stored waters:

a) The time, place, and amount of said spreading shall be approved in advance by Watermaster provided, however, that when the water level of the Baldwin Park Key Well is at or above elevation two-hundred fifty (250) feet, spreading activities shall be restricted to the easterly portion of the Basin at water spreading facilities designated in advance by Watermaster, unless otherwise approved by the Court;

(2) Calculations by Watermaster of any special costs, damages or burdens resulting from such operation;

(3) Priorities for Cyclic Storage Agreements in the following order:

a) Responsible Agencies on the basis of their relative requirements for Replacement Water within their respective corporate boundaries,

b) Other Parties on the basis of priority of application to Watermaster for such Agreements, and

c) Non-parties;

(4) Determinations by Watermaster of, and accounting for, all losses in stored water, assuming that such stored water floats on top of the Ground Water supplies, and accounting for all losses of water which otherwise would have replenished the Basin. Such losses of stored water shall be assigned by Watermaster as follows:

a) First losses by non-parties in the reverse priority of the earliest original dates of their respective Cyclic Storage Agreements, to the whole of such non-parties' stored water,

b) The next losses by Parties who are not Responsible Agencies in reverse priority of the earliest original dates of their respective Cyclic Storage Agreements, to the whole of their stored water, and

c) The last losses by Responsible Agencies to be shared on the basis of water actually in storage in the Basin at the time of the loss of such stored water;

(5) The priorities for spreading of Supplemental Water are

hereby established as follows, in the order of their priority:

First: Supplemental Water ordered by Watermaster from Responsible Agencies for direct delivery to the Basin as Replacement Water,

Second: Supplemental Water for delivery to the Basin for storage under Cyclic Storage Agreements between Watermaster and Responsible Agencies. In the event that more than one Responsible Agency wishes to deliver water to Cyclic Storage simultaneously and there is inadequate spreading capacity available, deliveries by each Responsible Agency so desiring to deliver Supplemental Water shall be scheduled so that the total quantity of water in Cyclic Storage of those Agencies can be increased proportionately in percent of their maximum allowed Cyclic Storage,

Third: Supplemental Water for delivery to Individual Cyclic Storage accounts of Parties to the Judgment. In the event that more than one Party wishes to deliver water to such Cyclic Storage accounts simultaneously and there is inadequate spreading capacity available, deliveries for each such Party shall be scheduled so that the total quantity of water in such Parties' Individual Cyclic Storage accounts can be increased proportionately in percent of their maximum allowed Cyclic Storage, and

Fourth: Non-Parties as established by Watermaster at the time; and

(6) Payment to Watermaster for the benefit of Parties in said action of all special costs, damages or burdens incurred (without any

charge, rent, assessment or expense as to Parties to said action by reason of the adjudicated proprietary character of said storage rights, nor credit for offset for benefits resulting from such storage); provided, no Party shall have any direct interest in or control over such contracts or the operation thereof by reason of the adjudicated right of such Party. Watermaster has sole custody and control of all Ground Water storage rights in the Basin pursuant to the Physical Solution in the Judgment and all said Agreements are subject to review and approval of the Court.

(e) Terms of Cyclic Storage Agreements and Extensions. The term of such Agreements shall not exceed five (5) years but may be extended for additional terms, not to exceed five (5) years each, provided Watermaster shall report its intention to consider an extension of any such Agreement in minutes of its meeting held prior to its meeting when any such extension request shall be acted upon.

(f) Maximum Storage. Such Agreements shall fix the maximum amount of Supplemental Water to be stored in the Basin at any point in time by a particular storing entity.

(g) Watermaster to be Held Harmless. The storing entity of such Agreement shall save and hold harmless Watermaster, its officers, agents and employees from any and all costs, damages or liability resulting from said Agreement and shall provide Watermaster with the defense or costs of the defense of any action brought against Watermaster, its officers, agents or employees arising or alleged to arise by reason of such Agreement for storage of Supplemental Water in the Basin.

(h) Reports to Watermaster. The storing entity shall quarterly report to Watermaster the amount of Supplemental Water which it spreads and withdraws each quarter under such Agreement. Such reports shall be due on the last day of the month next succeeding the end of the relevant quarter, i.e. April 30, July 31, October 31, and January 31. Such reports shall be cumulative and shall indicate the credit balance of the relevant quarter.

(i) Court Approval of Cyclic Storage Agreements. Upon its approval of a Cyclic Storage Agreement, Watermaster shall Petition the Court for approval thereof and said Agreement shall become effective only upon such Court approval.

27. Responsible Agency from Whom Watermaster Shall Purchase Replacement Water.

(a) Responsible Agencies. There are three Responsible Agencies within or partially within the Basin. Two of such Agencies, Upper San Gabriel Valley Municipal Water District (Upper District) and Three Valleys Municipal Water District (Three Valleys District) are member agencies of The Metropolitan Water District of Southern California (Metropolitan) and supply Watermaster with Replacement Water purchased from Metropolitan. The third Responsible Agency is San Gabriel Valley Municipal Water District (San Gabriel District) which has contracted with the State of California and has constructed facilities to deliver water from the State Water Project and, thus, can directly supply Watermaster with Replacement Water.

(b) Water Used Within the Basin. For water used within the Basin, the Responsible Agency within whose boundaries is located the place of use of water Produced from the Basin will determine the Responsible Agency from whom

Watermaster shall purchase Replacement Water.

(c) Water Exported from the Basin. Except for water Produced from the Basin and used within the City of Sierra Madre (for which San Gabriel District shall be the Responsible Agency), the place of such Production of water exported from the Basin shall determine the Responsible Agency from whom Watermaster shall purchase Replacement Water.

(d) Computations of the Amount of Replacement Water to be Purchased from Responsible Agencies. In computing the amount of Replacement Water to be provided by a Responsible Agency, Watermaster shall:

(1) Determine the Replacement Water requirement of each Party to the Judgment and apportion such Replacement Water requirement as required in (b) and (c) above;

(2) Calculate the total Replacement Water requirement for each Responsible Agency as determined in (1) above;

(3) Tabulate Interagency Transfers of water rights as described in (e) (1) below;

(4) Calculate the Net Interagency Transfer adjustment as described in (e) (2) below;

(5) Determine the adjusted Replacement Water requirements, calculated for each Responsible Agency as required in (e) below; and

(6) Determine the effect of deferred Replacement Water requirements as calculated in (h) below.

(e) Net Interagency Transfer Adjustment and Replacement Water Requirement. Replacement Water requirements as heretofore calculated shall be

modified by a "Net Interagency Transfer Adjustment." "Interagency Transfer" shall mean the aggregate amount of Production Right resulting from the transfer (by sale or lease) of all or a portion of a Pumper's Share of Operating Safe Yield, or a Base Annual Diversion Right, or the Diversion Component or Pumping Component of an Integrated Production Right for use within the boundaries of a Responsible Agency other than the Responsible Agency within which such water rights were developed and adjudicated.

The annual Replacement Water requirement resulting from Net Interagency Transfers for each Responsible Agency shall be calculated as follows:

(1) Net Interagency Transfers shall be calculated for each Responsible Agency as the difference between such rights transferred for use outside or partially outside that Responsible Agency and such rights transferred for use within or partially within that Responsible Agency.

(2) Tabulate the total Interagency Transfers of water rights, calculated for each of the Responsible Agencies in (1) above. The sum of said total Interagency Transfers for each of the three Responsible Agencies is that Responsible Agency's Net Interagency Transfer Adjustment. The total of such adjustments for all Responsible Agencies shall equal zero. The Responsible Agency(s) having a positive amount shall have this Net Interagency Transfer Adjustment added to the Replacement Water requirement computed for it in (d) (2) above. The Responsible Agency(s) having a negative amount shall have this Net Interagency Transfer Adjustment subtracted from the Replacement Water requirement calculated for it in (d) (2) above.

(f) Special Provisions.

(1) The Replacement Water requirement calculated for each of the Responsible Agencies in (e) (2) above cannot exceed the total quantity of Replacement Water obligation calculated for all Responsible Agencies, and/or;

(2) If the Replacement Water requirement calculated in (e) (2) above results in a negative value, that negative value shall be adjusted to zero, as described in (h) below.

(g) Special Provisions Re Alhambra Exchange. An adjustment shall be made to San Gabriel District's calculated Replacement Water requirement, if necessary, to allow Upper District to deliver an amount of Replacement Water to the City of Alhambra equal to the quantity delivered through connection USG-5 for the previous year, the year in which the Replacement Water requirement was incurred.

(h) Adjustments to Calculated Replacement Water Requirements. Adjustments to Replacement Water requirements resulting from the calculations in (f) (2) or (g) above shall be apportioned as follows:

(1) As between Upper District and Three Valleys District, the district with a negative value shall have added to it an amount sufficient to equal zero, that amount shall be subtracted from the Replacement Water requirement of the other Responsible Agency, but it shall not be reduced to less than zero. If a negative balance still exists, then it shall be subtracted from San Gabriel District.

(2) If San Gabriel District's Replacement Water requirement is

less than zero, it shall be adjusted to zero by deducting equal amounts of San Gabriel District's adjustment from both Upper District and Three Valleys District.

(3) All adjustments shall be accumulated in a Deferred Replacement Water Requirement Account for each of the Responsible Agencies. In future years when deliveries of Replacement Water may be made by a Responsible Agency, up to the amount, or any portion of the amount, in the Deferred Replacement Water Requirement Account, such deliveries will be equally subtracted from the Replacement Water requirement of the Responsible Agency(s) from which it was derived in (1) and/or (2) above for that year so long as such deliveries shall not cause total deliveries of all Responsible Agencies to exceed the amounts provided for in paragraph (f) (1) and/or paragraph (f) (2) above. At the time that deliveries are made by a Responsible Agency from its Deferred Replacement Water Requirement Account, Watermaster shall pay to that Responsible Agency its price prevailing at that time for Replacement Water.

(i) Advanced Delivery Account. Whenever the total quantity calculated in (e) (1) above, is less than that delivered to the City of Alhambra through USG-5 for the previous year, an accounting of the difference shall be maintained in an "Advanced Delivery Account" and such difference, or as much as possible thereof, shall be subtracted from the Replacement Water Requirement of Upper District in the next year when an obligation to deliver Replacement Water exists for Upper District.

28. Ground Water Quality Management. The Watermaster, Upper District, San Gabriel District, and San Gabriel Valley Water Association, through a Joint Resolution dated February-March 1989, affirmed their commitment to participate in a coordinated federal, state and local response to contamination of Ground Water supplies of the Basin for both the purpose of preventing additional contamination and the purpose of cleaning up and limiting the spread of existing contamination. The entities adopting that Joint Resolution designated and accepted Watermaster as the entity to coordinate local involvement in the efforts to preserve and restore the quality of Ground Water within the Basin. Watermaster sought and received additional powers from the Court to regulate extractions of water from the Basin for water quality control purposes, and this Section 28 is to implement the same. These efforts shall be that any New or Increased Extraction to meet water needs from the Basin shall include planned treatment in existing areas of High Level Degradation or Contamination. An important part of exercising these additional powers and coordinating federal, state and local responses to contamination of the Basin's water supplies, is the collection and compilation of essential data from Producers and the expeditious distribution of such data to the proper state and federal regulatory agencies involved in water quality matters in the Basin.

(a) Watermaster Approvals. Each Producer shall, after the effective date of this amendment to these Rules and Regulations (June 28, 1991), apply to Watermaster, on forms provided by Watermaster, for a permit to do any of the following:

- Construct any well;
- Deepen any existing well;
- Modify the perforations of the casing of any existing well;
- Notwithstanding natural fluctuations in Basin water levels, physically increase or decrease the Effective Extraction Capacity of any existing well, including that which may occur

due to installation or modification of pipelines, booster pumps or other distribution system components, as of said effective date of these Rules and Regulations;

- Abandon any existing well; or
- Construct, relocate or abandon Ground Water Treatment Facilities.

Such application will be acted upon by Watermaster no later than at its first regular meeting following sixty (60) days after receipt of the complete application. If an emergency exists, Watermaster shall expedite its actions to the maximum extent practicable.

(b) Watermaster Directed Change in Water Production.

(1) Based on available data, Watermaster's Five-Year Plan, and/or Ground Water modeling, Watermaster will, for water quality protection purposes, direct any Producer to increase, decrease or cease Production from existing wells, initiate new well Production or deliver water to or accept water from another water system or direct a Producer to obtain water from another source in-lieu of Pumping from its own wells, or take other appropriate actions in compliance with an approved Watermaster plan by giving such Producer advanced written notice thereof, specifying a time certain for compliance.

(2) The increase in cost to a Producer resulting from a Watermaster directed change in water Production shall not be borne by the Producer, but will be reimbursed to the Producer by Watermaster through In-Lieu Water Assessments levied by Watermaster, unless such funding is made available from other sources such as federal, state or local governmental entities or by those found to be responsible for the contamination in the Basin which caused Watermaster to direct the change

in Production by the Producer.

(c) Producer Data, Initial Submittal. After June 28, 1991, Producers shall submit, within sixty (60) days of Watermaster's request, initial data in a form acceptable to Watermaster, to update and ensure the accuracy of the existing Basin database. The data shall include:

(1) Identification and location of all Active, Inactive or Abandoned Wells;

(2) Water quality data concerning organic compounds, nitrates and any other water quality parameters as specified by Watermaster, including all data from other sampling Producers may conduct in addition to governmental requirements;

(3) Available construction details of each well owned or operated by Producer, as well as all logs (driller's, electric, etc.);

(4) Depths or zones from which water is extracted from each well, if available; and

(5) A current map of the main water transmission system of Producer's distribution system showing the location and sizes of transmission mains and storage reservoirs, all interconnections with other systems and their sizes and capacities, and any other data pertinent to the transmission (but not distribution to customers) of water through the Producer's system.

(d) Quarterly Reports. After the initial submittal of data per subparagraph (c) above, the following data shall be submitted by all Producers to Watermaster quarterly, on or before the last day of January, April, July and

October:

(1) Chemical water quality data collected during the quarter and provided to any state, federal or local public agency;

(2) Data described under Section 28 (c) (3), (4) and (5) hereof which supplement, amend or change the data previously submitted by a Producer; and

(3) All data from other sampling which Producers may conduct in addition to governmental requirements.

(e) Operating Principles. Any New or Increased Extraction by a Producer in the Basin to meet water supply needs shall have prior Watermaster approval, shall not contribute to contaminant migration, and shall include planned treatment in existing areas of High-level Degradation and Contamination. In giving such approval, Watermaster shall consider the cumulative effects of multiple actions by all Producers in the area of concern by using available information, the Five-Year Plan, and Ground Water modeling.

(f) Emergency Exemptions. Where a Producer's water supply or water quality problem is so urgent that the viable option for maintaining an adequate short-term supply that meets drinking water standards involves an action in conflict with the operating principles outlined in Section 28 (e) hereof, Watermaster may approve a short-term action contingent upon the Applicant Producer concurrently submitting an acceptable long-term action plan with acceptable deadlines for implementation. In general, the long-term action plan must be approved prior to or concurrently with the short-term action.

(g) Water Quality and Supply Plans. To assure that Pumping does not

lead to further degradation of water quality in the Basin, a Five-Year Water Quality and Supply Plan must be prepared and updated annually by Watermaster, projecting water supply requirements and water quality conditions for each period of five (5) calendar years beginning November 1, 1991, and each November 1 thereafter. This Plan will also include a water quality monitoring element to obtain supplemental information as needed to assist in projecting contamination levels. Watermaster will supply the Producers with projections of contaminant migration by June 1 of each year for the preparation of these Water Quality and Supply Plans.

Each purveyor of potable water produced from the Basin shall submit the following information to Watermaster by July 31 of each year:

(1) Projected quarterly water supply requirements for each of the following five calendar years and the proposed pumping rates, in gallons per minute, for each well;

(2) Identification of each Production well known to contain contaminants and the contaminant levels;

(3) Proposed methods for meeting the water supply requirements of the system if contaminant levels are, or are projected by Watermaster to become, greater than drinking water standards; and

(4) Any intended treatment facility.

Watermaster shall analyze the information submitted by Producers and develop an overall draft Basin Water Quality and Supply Plan. A draft Plan will be submitted by Watermaster to the Los Angeles Regional Water Quality Control Board, and for public review and comment per Section 28.(i) hereof, by November

1. Appropriate modifications resulting from comments received will be reflected in the final draft, and a staff report providing an explanation of decisions will be made available.

(h) Ground Water Treatment Facilities.

(1) Producers in the Basin shall notify Watermaster in advance at the initial stages of planning of their intent to construct any Facility to remove volatile organic compounds (VOCs) and/or nitrates from water Produced from the Basin. Such notice shall include the following information:

- the intended location and a description of the Treatment Facility;
- the water production capacity;
- the rate of contaminant removal capacity;
- the expected concentration of all identified contaminants in the water to be treated;
- the expected concentration of all identified contaminants in the water after treatment;
- the intended disposition of all water to be treated;
- the expected initiation date and period of time over which the Treatment Facility will operate; and
- the expected capital and operating costs of the Treatment Facility.

(2) In addition, the Producer shall describe all necessary permits and/or all permits for which it has applied or has received from all regulatory agencies with regard to such Treatment Facility and shall supply to Watermaster copies of all environmental documents required under the California Environmental Quality Act and/or the National Environmental Protection Act. No construction of such Treatment Facilities shall be initiated without the prior written approval of Watermaster. Watermaster shall promptly examine each submittal for compatibility with available

information, the Five-Year Plan and the operating principles, and notify the Applicant of its findings and decision regarding such proposed Treatment Facility no later than at its first regular meeting following sixty (60) days after receipt of a complete submittal by the Producer. Watermaster will also report its determination to the Los Angeles Regional Water Quality Control Board.

(3) All operators of Treatment Facilities shall report quarterly to Watermaster at least the following information:

- name or other designation of the Treatment Facility;
- quantity of water treated during quarter;
- quantity of each contaminant removed;
- quality of water before treatment, at beginning and end of each quarter;
- quality of water after treatment, at beginning and end of each quarter; and
- operation and maintenance costs for each quarter.

(i) Decision Making Process, Hearings and Appeals.

(1) All Watermaster determinations relating to the control of Pumping for water quality purposes shall be based upon a staff recommendation and information and recommendations received from or furnished by affected Producers. Staff's recommendation shall result from staff's analysis of information presented by interested Parties, all available water quality data, Watermaster's Five-Year Plan, Ground Water modeling and other water quality trend analysis reports, and will be based on the operating principles set forth in these rules. Staff shall provide supporting data to document each recommendation that it makes to Watermaster. After consideration of the staff recommendation and public comment provided at the Watermaster meeting, Watermaster shall make a final

decision.

(2) Public hearings on Watermaster's draft annual Five-Year Water Quality and Supply Plan will be held following a thirty (30) day public review and comment period. A copy of such draft will be sent to all Parties to the Judgment as well as to all other interested Parties by November 1 of each year along with a notice of the date, time and place of the public hearing, to be scheduled not less than thirty (30) days after the mailing date of the draft Plan. A notice of public hearing will also be published in the San Gabriel Valley's key local newspaper(s) at the beginning of the public review period. Consideration of comments received is described in Section 28 (g) hereof.

(3) Appeal of a Watermaster decision may be made to the Watermaster who shall notice and consider the same at a public hearing. Actions by the Watermaster are subject to review by the Court. Any Party may, by a regularly noticed motion, petition the Court for review of Watermaster's action or decision. Notice of such motion shall be served and filed within ninety (90) days after such Watermaster action or decision.

APPENDIX "A"

DEFINITIONS

(a) Base Annual Diversion Right -- The average annual quantity of water which a Diverter has the right to Divert for Direct Use.

(b) Direct Use -- Beneficial use of water other than for spreading or Ground Water recharge.

(c) Divert or Diverting -- To take waters of any surface stream within the Relevant Watershed.

(d) Diverter -- Any Party who Diverts.

(e) Elevation -- Feet above mean sea level.

(f) Fiscal Year -- The period July 1 through June 30, following.

(g) Ground Water -- Water beneath the surface of the ground and within the zone of saturation.

(h) Ground Water Basin -- An interconnected permeable geologic formation capable of storing a substantial Ground Water supply.

(i) Integrated Producer -- Any Party that is both a Pumper and a Diverter, and has elected to have its rights adjudicated under the optional formula provided in Section 18 of the Amended Judgement.

(j) In-Lieu Water Cost -- The differential between a particular Producer's cost of Watermaster directed Produced, treated, blended, substituted or Supplemental Water delivered or substituted to, for, or taken by such Producer in-lieu of his cost of otherwise normally producing a like amount of Ground Water.

(k) Judgment -- Judgment entered in Los Angeles Superior Court Civil Action No. 924128, entitled "Upper San Gabriel Valley Municipal Water District v. City of

Alhambra, et al," as amended.

(l) Key Well -- Baldwin Park Key Well, being elsewhere designated as State Well No. 1S/10W-7R2, or Los Angeles County, Department of Public Works, Well No. 3030-F. Said well has a ground surface elevation of 386.7.

(m) Long Beach Case -- Los Angeles Superior Court Case No. 722647, entitled "The Board of Water Commissioners of the City of Long Beach, et al, v. San Gabriel Valley Water Company, et al."

(n) Main San Gabriel Basin or Basin -- The Ground Water Basin underlying the area shown as such on Exhibit "A" of the Judgment.

(o) Make-up Obligation -- The total cost of meeting the obligation of the Basin to the area at or below Whittier Narrows, pursuant to the Judgment in the Long Beach Case.

(p) Minimal Producer -- Any Producer whose Production in any Fiscal Year does not exceed five (5) acre-feet.

(q) Natural Safe Yield -- The quantity of natural water supply which can be extracted annually from the Basin under conditions of the long-term average annual supply, net of the requirement to meet downstream rights as determined in the Long Beach Case (exclusive of Pumped export), and under cultural conditions as of a particular year.

(r) Operating Safe Yield -- The quantity of water which Watermaster determines may be Pumped from the Basin in a particular Fiscal Year, free of the Replacement Water Assessment under the Physical Solution of the Judgment.

(s) Overdraft -- A condition wherein the total annual Production from the Basin exceeds the Natural Safe Yield thereof.

(t) Overlying Rights -- The right to Produce water from the Basin for use on Overlying Lands, which rights are exercisable only on specifically defined Overlying Lands and which cannot be separately conveyed or transferred apart therefrom.

(u) Physical Solution -- The Court-decreed method of managing the waters of the Basin so as to achieve the maximum utilization of the Basin and its water supply, consistent with the rights declared in the Judgment.

(v) Prescriptive Pumping Right -- The highest continuous extraction of water by a Pumper from the Basin for beneficial use in any five (5) consecutive years after commencement of Overdraft and prior to filing of the action, as to which there has been no cessation of use by that Pumper during any subsequent period of five (5) consecutive years prior to the filing of said action.

(w) Produce or Producing -- To Pump or Divert water from the Basin.

(x) Producer -- A Party who Produces water from the Basin.

(y) Production -- The annual quantity of water Produced from the Basin, stated in acre-feet.

(z) Pump or Pumping -- To extract ground water from the Basin by Pumping or by any other method.

(aa) Pumper -- A Party who Pumps water.

(bb) Pumper's Share -- A Pumper's right to a percentage of the entire Natural Safe Yield, Operating Safe Yield and appurtenant Ground Water storage of the Basin.

(cc) Reclaimed Water -- Water which, as a result of treatment of waste, is suitable for a direct beneficial use or a controlled use that would not otherwise occur.

(dd) Relevant Watershed -- That portion of the San Gabriel River Watershed tributary to Whittier Narrows which is shown as such on Exhibit "A" to the Judgment and

the exterior boundaries of which are described in Exhibit "B" of the Judgment.

(ee) Replacement Water -- Water purchased by Watermaster to replace: (1) Production in excess of a Pumper's Share of Operating Safe Yield; (2) the consumptive use portion resulting from the exercise of an Overlying Right; and (3) Production in excess of a Diverter's right to Divert for Direct Use.

(ff) Responsible Agency -- The municipal water district which is the normal and appropriate source from whom Watermaster shall purchase Supplemental Water for replacement purposes under the Physical Solution of the Judgment, being one of the following:

(1) Upper District -- Upper San Gabriel Valley Municipal Water District, a member public agency of The Metropolitan Water District of Southern California (MWD).

(2) San Gabriel District -- San Gabriel Valley Municipal Water District, which has a direct contract with the State of California for State Project water.

(3) Three Valleys District -- Three Valleys Municipal Water District, a member public agency of MWD.

(gg) Stored Water -- Supplemental Water stored in the Basin pursuant to a Cyclic Storage Agreement with Watermaster as authorized by Section 34(n) of the Judgment herein.

(hh) Supplemental Water -- Nontributary water imported through a Responsible Agency and Reclaimed Water.

(ii) Transporting Parties -- Any Party who has transported water from the Relevant Watershed or Basin to an area outside thereof within the Year immediately preceding the entry of Judgment, and any Party presently or hereafter having an interest

in lands or having a service area outside the Basin or Relevant Watershed contiguous to lands in which it has an interest or a service area within the Basin or Relevant Watershed. Division by a road, highway, or easement shall not interrupt contiguity. Said term shall also include the City of Sierra Madre, or any Party supplying water thereto, so long as the corporate limits of said City are included within one of the Responsible Agencies.

(jj) Water Level -- The measured Elevation of water in the Key Well, corrected for any temporary effects of mounding caused by replenishment or local depressions caused by Pumping.

(kk) Year -- A calendar year, unless the context clearly indicates a contrary meaning.

The following are supplemental definitions relating to Section 28 of these rules and regulations.

(ll) New Extraction -- Any extraction from the Main San Gabriel Basin using a well or other Ground Water extraction facility that becomes active for the first time for water supply purposes on or after June 28, 1991.

(mm) Increased Extraction (Decreased) -- Any modification to an existing well or extraction facility that physically increases (or decreases) the Effective Extraction Capacity of that well or extraction facility. Such modifications may include: (1) changing the well depth, (2) modifying the perforation intervals, (3) modifying the pump and/or motor, (4) installing or modifying distribution pipelines, (5) installing or modifying booster pumps, and (6) installing or modifying other distribution system components. Normal maintenance work would be excluded.

(nn) Effective Extraction Capacity -- The actual capacity of a well or extraction facility to extract Ground Water from the Basin using the pumping equipment and system

appurtenances in good working order as they existed on June 28, 1991.

(oo) Treatment Facility -- Any facility that provides treatment for contaminated Ground Water in order to meet drinking water standards.

(pp) Planned Treatment -- A specific Treatment Facility with a designated source of Ground Water supply and schedule for development.

(qq) Active Well -- Any well used or that could be used without modifications to extract Ground Water.

(rr) Inactive Well -- Any well that is not in service at the time of filing of an application hereinunder.

(ss) Abandoned Well -- A well that has been abandoned in accordance with the provisions of state, county or local laws and regulations.

(tt) High-level Degradation and Contamination -- Ground Water containing contaminants in excess of the federal or state maximum contaminant level. Some areas of the Basin contain higher contaminant concentrations than others and Treatment Facilities shall be planned to extract Ground Water from the higher level areas of contamination in the Basin.

APPENDIX "B"

SUMMARY OF CRITICAL DATES AND ACTIONS FOR WATERMASTER

This summary of critical dates and actions for Watermaster is presented for the convenience of Watermaster members, the Parties and others in carrying out the provisions of the Court Judgment. It does not necessarily include all critical dates and actions under the Judgment.

SUMMARY OF CRITICAL DATES AND ACTIONS FOR WATERMASTER

1. Watermaster members' terms of office.

January 1 - December 31.

2. Watermaster's first meeting in January.

(a) Election of Watermaster Chairman and Vice-Chairman (from Watermaster membership) and selection of Secretary, Treasurer and assistants (who may, but need not, be Watermaster members). Watermaster Rules and Regulations, Section 6 (R/R 6)

(b) Order Engineering Report for Preliminary Determination of Operating Safe Yield. (R/R 14(a))

3. January 31 - Quarterly Reports, as required by the Rules and Regulations, of Production (R/R 13), Cyclic Storage (R/R 26(h)) and data required by Section 28 (d), due to Watermaster.

4. March - Receive San Gabriel River Watermaster Report.

5. Watermaster's first meeting in April.

Watermaster shall make a Preliminary Determination of the Operating Safe Yield of the Basin for the next five Fiscal Years and mail a copy thereof to all Parties at least ten (10) days prior to a hearing thereon and which said hearing shall commence at Watermaster's first meeting in May. (R/R 14(a))

6. April 30 - Quarterly Reports, as required by the Rules and Regulations, of Production (R/R 13), Cyclic Storage (R/R 26(h)) and data required by Section 28 (d), due to Watermaster.

7. Watermaster's first meeting in May.

(a) Hearing on Preliminary Determination for Watermaster to make Final

Determination of Operating Safe Yield. (R/R 14(b))

Within thirty (30) days of the Final Determination of the Operating Safe Yield a copy of the Final Report and Determination must be mailed to each Pumper and Integrated Producer, including a statement of their entitlements under such Determination. (R/R 14(c))

(b) Budget.

Adopt a proposed Administration Budget for the succeeding Fiscal Year and within fifteen (15) days mail a copy thereof together with a statement of the level of the Administration Assessment levied by Watermaster which will be collected for purposes of raising the necessary funds for said budget. (R/R 18(a))

(c) Assessments.

In addition to the Administration Assessment, Watermaster shall levy the Replacement Water Assessment, Make-up Obligation Assessment and the In-lieu Water Assessments, if any. (R/R 19)

8. June 1 - Watermaster to supply Producers with projections of contaminant migration by June 1. (R/R 28(g))

9. July - Authorize preparation of Annual Watermaster Report. Receive tentative budget from San Gabriel River Watermaster.

10. July 31 - Quarterly Reports, as required by the Rules and Regulations, of Production (R/R 13), Cyclic Storage (R/R 26(h)) and data required by Section 28 (d), due to Watermaster. Producers of potable water from the Basin must submit to Watermaster the data required by Section 28(g).

11. August 15 - On or before this date Watermaster must give written notice of all applicable Assessments to all Parties. (R/R 19)

12. September 20 - All Assessments payable to Watermaster. (R/R 19(a))

13. September 30 - Must pay Upper Area share of San Gabriel River Watermaster budget by this date.

14. October 1 - Mail Notice of Nomination Election of Producer representatives to be held at Watermaster's November meeting. (R/R 9(a))

15. October 31 - Quarterly Reports, as required by the Rules and Regulations, of Production (R/R 13), Cyclic Storage (R/R 26(h)) and data required by Section 28 (d), due to Watermaster.

16. November

(a) Watermaster Annual Report filed with the Court and copies mailed to each Party by November 1. (R/R 24)

(b) Draft Annual Five-Year Water Quality and Supply Plan under Section 28 (g) to be filed with the Los Angeles Regional Quality Control Board and circulated for public review and comment by November 1.

(c) Prior to Watermaster's meeting in November, nomination of Public Representatives to Watermaster by Upper District and San Gabriel District.

(d) Watermaster's meeting in November--election of six Producer Representatives for nomination to Watermaster. (R/R 9(b)) Petition Court for confirmation of nominees and give notice of hearing on Petition to all Parties.

Within ninety (90) days of a vacancy on Watermaster, it shall be filled by nomination by Upper District or San Gabriel District if for a Public Representative and by a special election at a Watermaster meeting for a Producer Representative, after notice thereof to all Parties, and Watermaster Petition (and notice thereof to all parties) for Court confirmation of nominee. (R/R 10)

PERMANENT TRANSFER OF WATER RIGHTS - PRESCRIPTIVE PUMPING RIGHT

For a valuable consideration, receipt of which is hereby acknowledged, _____, ("Seller") does hereby assign and transfer in perpetuity to _____, ("Buyer") all rights to the quantity of _____ acre-feet of the "Prescriptive Pumping Right" and the appropriate % of "Pumper's Share" adjudicated to Seller or his predecessor in the Judgement in the case of "Upper San Gabriel Valley Municipal Water District, v. City of Alhambra, et al," Los Angeles Superior Court No. 924128, together with all the attendant rights, powers and privileges pertaining thereto.

(Check appropriate provision)

This transfer does [ ] does not [ ] include _____ acre-feet of "carry-over of unused rights" associated with said transferred rights and in existence on the date hereof.

DATED:_____

BUYER	SELLER
_____	_____
_____	_____
_____	_____
_____	_____
(Signature)	(Signature)
Name of Designee (of Buyer) to receive service of Processes & Notices:	Name of Designee (of Seller) to receive service of Processes & Notices:
_____	_____
_____	_____
_____	_____
Address	Address
Telephone No.:_____	Telephone No.:_____

To be executed by both Buyer and Seller and, if separately requested by Watermaster, be accompanied by a map of the service area where the water was used by Seller and a map of the service area where the water is intended to be used by the Buyer.

(Have the appropriate individual(s) or corporate attached acknowledgments completed by both Buyer and Seller as part of the transfer)

A TRUE COPY HEREOF MUST BE FILED WITH WATERMASTER WITHIN 15 DAYS OF EXECUTION.

(To be accompanied by completed Exhibit "E" if Buyer is not a party to the Judgment)

EXHIBIT "A"

CORPORATE ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.

On this _____ day of _____, 199__, before me, the undersigned Notary Public, personally appeared

_____,
_____ known to me
_____ proved to me on the basis of satisfactory evidence to be the person(s) who executed the within Instrument as

_____,
or on behalf of the Corporation therein named and acknowledged to me that the Corporation executed it.

WITNESS my hand and official seal.

Signature _____

_____
Name (Typed or Printed)
Notary Public in and for said
County and State

(SEAL)

INDIVIDUAL(s) ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.

On this _____ day of _____, 199__ before me, the undersigned Notary Public, personally appeared

_____,
_____ known to me
_____ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) _____ subscribed to the within instrument and acknowledged to me that _____ executed the same.

WITNESS my hand and official seal.

Signature _____

_____
Name (Typed or Printed)
Notary Public in and for said
County and State

(SEAL)

PERMANENT TRANSFER OF WATER RIGHTS - BASE ANNUAL DIVERSION RIGHT

For a valuable consideration, receipt of which is hereby acknowledged, _____, ("Seller") does hereby assign and transfer in perpetuity to _____, ("Buyer") all rights to the quantity of_____ acre-feet of the "Base Annual Diversion Right" adjudicated to Seller or his predecessor in the Judgement in the case of "Upper San Gabriel Valley Municipal Water District, v. City of Alhambra, et al," Los Angeles Superior Court No. 924128, together with all the attendant rights, powers and privileges pertaining thereto.

DATED:_____

BUYER	SELLER
_____	_____
_____	_____
_____	_____
_____	_____
(Signature)	(Signature)
Name of Designee (of Buyer) to receive service of Processes & Notices:	Name of Designee (of Seller) to receive service of Processes & Notices:
_____	_____
_____	_____
_____	_____
Address	Address
Telephone No.:_____	Telephone No.:_____

To be executed by both Buyer and Seller and, if separately requested by Watermaster, be accompanied by a map of the service area where the water was used by Seller and a map of the service area where the water is intended to be used by the Buyer.

(Have the appropriate individual(s) or corporate attached acknowledgments completed by both Buyer and Seller as part of the transfer)

A TRUE COPY HEREOF MUST BE FILED WITH WATERMASTER WITHIN 15 DAYS OF EXECUTION.

(To be accompanied by completed Exhibit "E" if Buyer is not a party to the Judgment)

EXHIBIT "B"

CORPORATE ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.

On this _____ day of _____, 199__, before me, the undersigned Notary Public, personally appeared

_____,
_____ known to me
_____ proved to me on the basis of satisfactory evidence to be the person(s) who executed the within Instrument as

_____,
or on behalf of the Corporation therein named and acknowledged to me that the Corporation executed it.

WITNESS my hand and official seal.

Signature _____

_____
Name (Typed or Printed)
Notary Public in and for said
County and State

(SEAL)

INDIVIDUAL(s) ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.

On this _____ day of _____, 199__ before me, the undersigned Notary Public, personally appeared

_____,
_____ known to me
_____ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) _____ subscribed to the within instrument and acknowledged to me that _____ executed the same.

WITNESS my hand and official seal.

Signature _____

_____
Name (Typed or Printed)
Notary Public in and for said
County and State

(SEAL)

PERMANENT TRANSFER OF WATER RIGHTS - INTEGRATED PRODUCTION RIGHT

For a valuable consideration, receipt of which is hereby acknowledged, _____, ("Seller") does hereby assign and transfer in perpetuity to _____, ("Buyer") all rights to the quantity of_____ acre-feet of the "Prescriptive Pumping Component" and the appropriate % of "Pumper's Share" together with _____ acre-feet of "Diversion Component" adjudicated to Seller or his predecessor in the Judgement in the case of "Upper San Gabriel Valley Municipal Water District, v. City of Alhambra, et al," Los Angeles Superior Court No. 924128, together with all the attendant rights, powers and privileges pertaining thereto.

(Check appropriate provision)

This transfer does [ ] does not [ ] include _____ acre-feet of "carry-over of unused rights" associated with said transferred rights and in existence on the date hereof.

DATED:_____

BUYER	SELLER
_____	_____
_____	_____
_____	_____
_____	_____
(Signature)	(Signature)
Name of Designee (of Buyer) to receive service of Processes & Notices:	Name of Designee (of Seller) to receive service of Processes & Notices:
_____	_____
_____	_____
_____	_____
Address	Address
Telephone No.:_____	Telephone No.:_____

To be executed by both Buyer and Seller and, if separately requested by Watermaster, be accompanied by a map of the service area where the water was used by Seller and a map of the service area where the water is intended to be used by the Buyer.

(Have the appropriate individual(s) or corporate attached acknowledgments completed by both Buyer and Seller as part of the transfer)

A TRUE COPY HEREOF MUST BE FILED WITH WATERMASTER WITHIN 15 DAYS OF EXECUTION.

(To be accompanied by completed Exhibit "E" if Buyer is not a party to the Judgment)

EXHIBIT "C"

CORPORATE ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.

On this _____ day of _____, 199__, before me, the undersigned Notary Public, personally appeared

_____,
_____ known to me
_____ proved to me on the basis of satisfactory evidence to be the person(s) who executed the within Instrument as

_____,
or on behalf of the Corporation therein named and acknowledged to me that the Corporation executed it.

WITNESS my hand and official seal.

Signature _____

_____
Name (Typed or Printed)
Notary Public in and for said
County and State

(SEAL)

INDIVIDUAL(s) ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.

On this _____ day of _____, 199__ before me, the undersigned Notary Public, personally appeared

_____,
_____ known to me
_____ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) _____ subscribed to the within instrument and acknowledged to me that _____ executed the same.

WITNESS my hand and official seal.

Signature _____

_____
Name (Typed or Printed)
Notary Public in and for said
County and State

(SEAL)

TEMPORARY ASSIGNMENT OR LEASE OF WATER RIGHT

For a valuable consideration, receipt of which is hereby acknowledged, _____,

("Assignor") does hereby assign and transfer to _____, ("Assignee") commencing

on_____ and terminating on _____, the following water right(s):

(Check the following appropriate category)

[ ] Production Right _____AF

[ ] Prescriptive Pumping Right _____AF

[ ] Base Annual Diversion Right _____AF

[ ] Integrated Production Right (consisting of _____ acre-feet of "Prescriptive Pumping Component" and _____ acre-feet of "Diversion Component")

[ ] Carry-over Right _____AF

adjudicated to Assignor or his predecessor in the Judgment in the case of "Upper San Gabriel Valley Municipal Water District v. City of Alhambra, et al," Los Angeles Superior Court No. 924128.

Said assignment is made upon condition that:

(1) Assignee shall exercise said right on behalf of Assignor for the period described hereinabove and the first water produced by Assignee from the Relevant Watershed of the Main San Gabriel Basin after the date hereof shall be that produced hereunder;

(2) Assignee shall put all waters utilized pursuant to said transfer to reasonable beneficial use; and

(3) Assignee shall pay all Watermaster assessments on account of the water production hereby assigned or leased.

DATED:_____

ASSIGNEE	ASSIGNOR
_____	_____
_____	_____
_____	_____
(Signature)	Signature
Name of Designee (of Assignee) to receive service of Processes & Notices:	Name of Designee (of Assignor) to receive service of Processes & Notices:
_____	_____
_____	_____
_____	_____
Address	Address
Telephone No. of Designee:_____	Telephone No. of Designee:_____

To be executed by both Assignee and Assignor and, if separately requested by Watermaster, be accompanied by a map of the service area where the water was used by Assignor and a map of the service area where the water is intended to be used by the Assignee.

(Have the appropriate individual(s) or corporate attached acknowledgments completed as part of the temporary transfer)

A TRUE COPY HEREOF MUST BE FILED WITH WATERMASTER WITHIN 15 DAYS OF EXECUTION.
(To be accompanied by completed Exhibit "E" if Assignee is not a party to the Judgment)

CORPORATE ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.

On this _____ day of _____, 199__, before me, the undersigned Notary Public, personally appeared

_____,
_____ known to me
_____ proved to me on the basis of satisfactory evidence to be the person(s) who executed the within Instrument as

_____,
or on behalf of the Corporation therein named and acknowledged to me that the Corporation executed it.

WITNESS my hand and official seal.

Signature _____

_____
Name (Typed or Printed)
Notary Public in and for said
County and State

(SEAL)

INDIVIDUAL(s) ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.

On this _____ day of _____, 199__ before me, the undersigned Notary Public, personally appeared

_____,
_____ known to me
_____ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) _____ subscribed to the within instrument and acknowledged to me that _____ executed the same.

WITNESS my hand and official seal.

Signature _____

_____
Name (Typed or Printed)
Notary Public in and for said
County and State

(SEAL)

Attorney for Watermaster

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

UPPER SAN GABRIEL VALLEY MUNICIPAL WATER DISTRICT, Plaintiff, v. CITY OF ALHAMBRA, ET AL., Defendants.	)))))))))	NO. 924128 STIPULATION RE INTERVENTION AFTER JUDGMENT OF_____ as Defendant(s)

IT IS HEREBY STIPULATED by and between the Main San Gabriel Basin Watermaster for and on behalf of all parties to the instant action (pursuant to Section 57 of the amended Judgment) and _____ _____ the proposed Intervenor(s) herein, that said proposed Intervenor(s) may intervene in the instant action and become entitled to all of the benefits and bound by all of the burdens of the Judgment herein.

The Court will consider the attached proposed Order confirming said Intervention at _____ o'clock ___M on _____ 199__, in Department _____ located at _____ _____

Watermaster shall give at least 30 days notice to the parties herein of said hearing.

Exhibit "E"

DATED:_____ Watermaster

By_____
Chairman

Attest:

_____
Secretary

DATED:_____ Intervenor(s)

_____

By_____

By_____

Name of Intervenor's Designee:

_____

Address of Designee:

_____

_____

Telephone Number of Designee:

_____

Exhibit "E"

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

UPPER SAN GABRIEL VALLEY MUNICIPAL WATER DISTRICT, Plaintiff,	)	NO. 924128 DESIGNEE TO RECEIVE FUTURE NOTICES FOR AND ON BEHALF OF DEFENDANT(S)
v.	)	_____
CITY OF ALHAMBRA, ET AL., Defendants.	)	
_____	)	

Defendant(s)_____hereby designate(s):_____ whose address is:

_____

and whose telephone number is_____ as said defendant's Designee to receive service of all future notices, determinations, requests, demands, objections, reports and other papers and processes to be served upon said defendant(s) or delivered to said defendant(s) herein.

A copy hereof has been served upon the Watermaster herein, by mail, on _____, 199___.

Executed under penalties of perjury at _____ California, this _____ day of _____, 199____.

_____

_____

Exhibit "F"

NOTICE OF TRANSFER OF OVERLYING RIGHTS WITH PROPERTY TO WHICH THEY ARE APPURTENANT

On _____, 19___, the undersigned (or his predecessor), adjudged Overlying Rights on the property described in Exhibit 1 attached hereto and by this inference incorporated herein, in the case of "UPPER SAN GABRIEL VALLEY MUNICIPAL WATER DISTRICT, v. CITY OF ALHAMBRA, ET AL," Los Angeles Superior Court No. 924128, transferred said property and said Overlying Rights appurtenant thereto to _____, whose address is _____, and whose telephone number is _____.

That said transferee hereby names _____ whose address is _____ and whose telephone number is _____ as his/her Designee to receive all future notices and processes in said action.

DATED_____

BUYER	SELLER
_____	_____
_____	_____
_____	_____

To be executed by both Buyer and Seller and, if separately requested by Watermaster, be accompanied by a map of the service area where the water was used by Seller and a map of the service area where the water is intended to be used by Buyer.

(Have the appropriate individual(s) or corporate attached acknowledgements completed as part of the transfer, and include Exhibit 1)

A TRUE COPY HEREOF MUST BE FILED WITH WATERMASTER WITHIN 15 DAYS OF EXECUTION

(To be accompanied by completed Exhibit "E" if Buyer is not a party to the Judgment)

Exhibit "G"

CORPORATE ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.

On this _____ day of _____, 199__, before me, the undersigned Notary Public, personally appeared

_____,
_____ known to me
_____ proved to me on the basis of satisfactory evidence to be the person(s) who executed the within Instrument as

_____,
or on behalf of the Corporation therein named and acknowledged to me that the Corporation executed it.

WITNESS my hand and official seal.

Signature _____

_____
Name (Typed or Printed)
Notary Public in and for said
County and State

(SEAL)

INDIVIDUAL(s) ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.

On this _____ day of _____, 199__ before me, the undersigned Notary Public, personally appeared

_____,
_____ known to me
_____ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) _____ subscribed to the within instrument and acknowledged to me that _____ executed the same.

WITNESS my hand and official seal.

Signature _____

_____
Name (Typed or Printed)
Notary Public in and for said
County and State

(SEAL)

Mailing Address:
25 East Huntington Drive
Monrovia, CA 91016

MAIN SAN GABRIEL BASIN WATERMASTER

SUPERIOR COURT CASE NO. 924128-LOS ANGELES COUNTY

(State Well Number)
(Recordation Number)
(Owner's Designation)
(To Be Completed by Watermaster)

APPLICATION TO DRILL WATER WELL

(1) APPLICANT:
Name _____
Address _____

(2) LOCATION OF PROPOSED WELL:
Well Address: _____
Township, Range, and Section _____
Thomas Brothers Guide (Please indicate year, page number and coodinates.) _____

Assessors Parcel No. _____
(Please attach copy of a map or sketch showing well location relative to streets or other major landmarks.)

(3) NAME OF WELL DRILLING CONTRACTOR: _____

(4) PROPOSED USE:
Municipal [ ] Irrigation [ ]
Domestic [ ] Industrial [ ]
Water Quality Cleanup [ ]
Other [ ] _____

(5) DRILLING EQUIPMENT:
Rotary [ ]
Cable [ ]
Other [ ] _____

(6) PROPOSED WELL CHARACTERISTICS:
A. Casing Installed:
STEEL [ ] PLASTIC [ ]
OTHER [ ]

Gravel Packed:
Yes [ ] No [ ] Size _____

From ft.	To ft.	Diam.	Gage or Wall	Diameter of Bore	Packed From ft.	Packed To ft.

Size of shoe or well ring: _____
Describe joint _____

B. Perforations or Screen:
Type of perforation or size of screen

From ft.	To ft.	Perf. per row	Rows per ft.	Slot Size

C. Construction:
Will a surface sanitary seal be provided? Yes [ ] No [ ]
To what depth? _____ ft.
Is any strata anticipated to be sealed against pollution?
Yes [ ] No [ ]
If yes, note anticipated depth of strata
from _____ ft. to _____ ft.
from _____ ft. to _____ ft.
Proposed method of sealing _____

(7) WELL TESTS:
Will a pump test be made? Yes [ ] No [ ] If yes by whom?

Anticipated Well Yield _____
Will a chemical analysis be made? Yes [ ] No [ ]
Will an electric log be made of well? Yes [ ] No [ ]
(If yes, file copy with Watermaster upon well completion)

(8) PROPOSED PUMPING EQUIPMENT:
(A) Pump
Electric [ ] Natural Gas [ ]
Propane [ ] Diesel [ ]
Other [ ] _____
(B) Make _____
(C) Pump Size (hp) _____ (gpm) _____
(D) Design Efficiency _____

(9) PROXIMITY TO POTENTIAL SOURCES OF CONTAMINATION:
(A) Distance to nearest sewer line or septic tank _____ (ft.)
(B) Wells (Please provide distance, direction and name of nearest upgradient well(s) with volatile organic chemical or nitrate levels above a maximum contaminant level, if known.)

(10) Please provide copy of County of Los Angeles permits and State Department of Water Resources Water Well Driller Reports and any other permits for construction of a new well upon completion of proposed well.

(11) Please provide Watermaster with copies of all feasibility studies, alternative water supply sources, water quality studies or other reports which validate the Applicant's need to drill a new well. Applicant must provide supporting data to show compliance with the requirements of Section 28 with particular reference to Section 28(e) of Watermaster's Rules and Regulations.

I hereby agree to comply with all regulations of the Main San Gabriel Basin Watermaster pertaining to well construction, operation, repair, modification, destruction and inactivation. The applicant will furnish the Watermaster a complete well log upon completion of well construction.

Submitted for Applicant by: _____

Signature: _____

Title: _____

Date: _____

Date Received by Watermaster: _____

Watermaster Action:
Approved [ ] Denied [ ]
Date of Action: _____

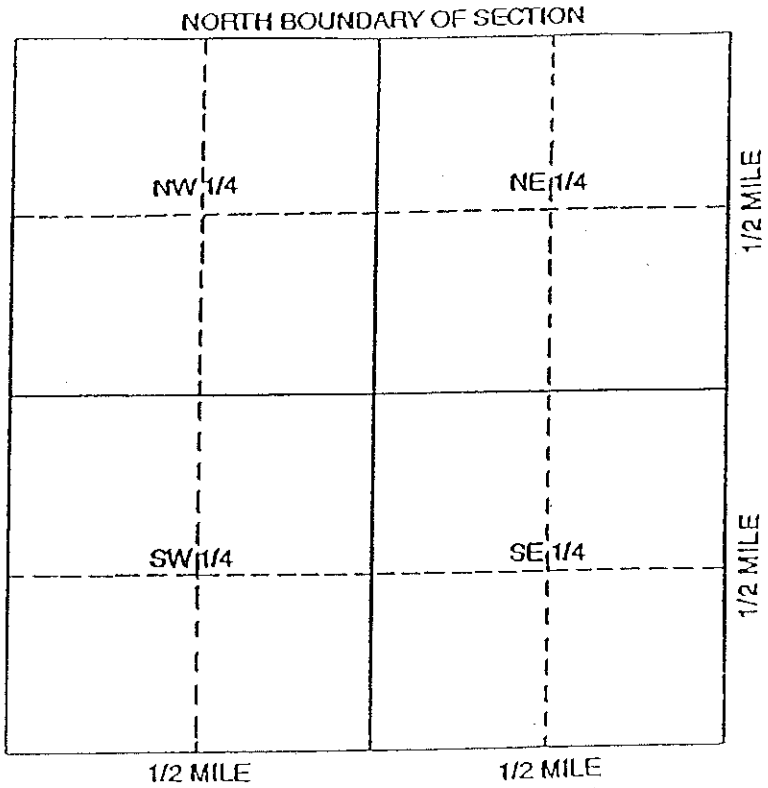
Permit Number: _____

By: _____
(Name)

_____
(Title)

EXHIBIT "H"
H-1

WELL LOCATION SKETCH

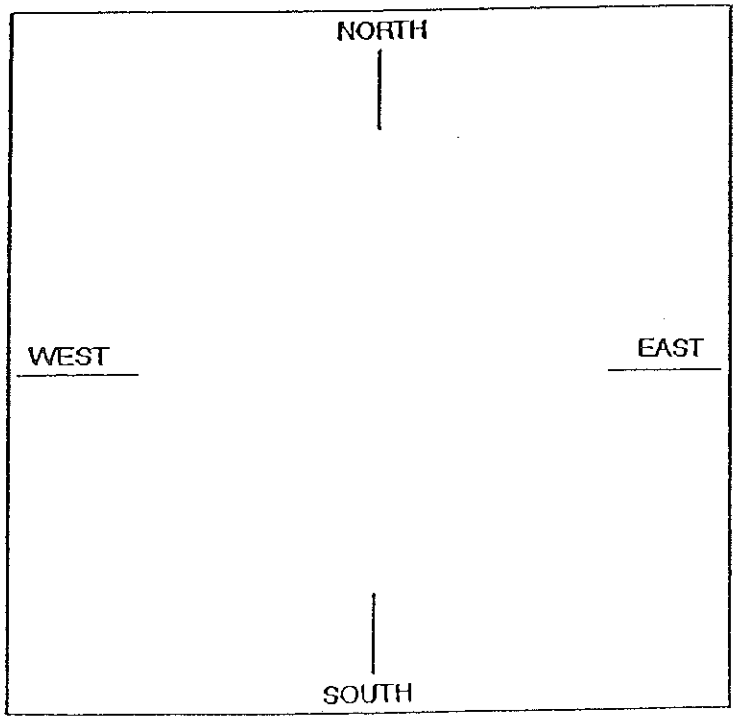


Township _____ N/S

Range _____ E/W

Section No. _____

A. Location of well in sectionized areas.
Sketch roads, railroads, streams, or other features as necessary.



B. Location of well in areas not sectionized.
Sketch roads, railroads, streams, or other features as necessary.
Indicate distances.

Mailing Address:
425 East Huntington Drive
Monrovia, CA 91016

MAIN SAN GABRIEL BASIN WATERMASTER

SUPERIOR COURT CASE NO. 924128-LOS ANGELES COUNTY

(State Well Number)

(Recordation Number)

(Owner's Designation)

APPLICATION TO MODIFY EXISTING WATER WELL

(1) APPLICANT:
Name_____
Address_____

(2) LOCATION OF WELL:
*Well Address:*_____
*Township, Range, and Section*_____
*Thomas Brothers Guide (Please indicate year, page number and coordinates.)*_____
*Assessor's Parcel No.*_____
(Please attach copy of a map or sketch showing well location relative to streets or other major landmarks.)

(3) NAME OF WELL DRILLING CONTRACTOR:_____

(4) TYPE OF WORK (*check*):
Deepening [ ] Modify Perforations [ ] Increase Yield [ ]
Reconditioning [ ] Other [ ]

(5) PROPOSED USE (*check*):
Municipal [ ] Irrigation [ ]
Domestic [ ] Industrial [ ]
Water Quality Cleanup [ ]
Other [ ]

(6) DRILLING EQUIPMENT:
Rotary [ ]
Cable [ ]
Other [ ]

(7A) CASING INSTALLED (existing):
STEEL [ ] PLASTIC [ ]
OTHER [ ]
Gravel Packed:
Yes [ ] No [ ] Size_____

From ft.	To ft.	Diam.	Gage or Wall	Diameter of Bore	Packed From ft.	Packed To ft.

Size of shoe or well ring:____
Describe joint_____

(7B) CASING INSTALLED (proposed):
STEEL [ ] PLASTIC [ ]
OTHER [ ]
Gravel Packed:
Yes [ ] No [ ] Size_____

From ft.	To ft.	Diam.	Gage or Wall	Diameter of Bore	Packed From ft.	Packed To ft.

Size of shoe or well ring:____
Describe joint_____

(8A) PERFORATIONS OR SCREEN (existing):
Type of perforation or size of screen

From ft.	To ft.	Perf. per row	Rows per ft.	Slot Size

(8B) PERFORATIONS OR SCREEN (proposed):
Type of perforation or size of screen

From ft.	To ft.	Perf. per row	Rows per ft.	Slot Size

(9A) EXISTING CONSTRUCTION:
Was a surface sanitary seal provided? Yes [ ] No [ ]
To what depth? _____ ft.
Were any strata sealed against pollution? Yes [ ] No [ ]
If yes, note depth of strata
from _____ ft. to _____ ft.
from _____ ft. to _____ ft.
Method of sealing_____

(9B) PROPOSED CONSTRUCTION:
Will a surface sanitary seal be provided? Yes [ ] No [ ]
To what depth? _____ ft.
Were any strata sealed against pollution? Yes [ ] No [ ]
If yes, note depth of strata
from _____ ft. to _____ ft.
from _____ ft. to _____ ft.
Method of sealing_____

(10) WELL TESTS:
Was pump test made? Yes [ ] No [ ] (If yes, attach most recent copy)
_____gal. min. with _____ft. drawdown after_____hrs.
Temperature of water_____
Was a chemical analysis made? Yes [ ] No [ ]
Was electric log made of well? Yes [ ] No [ ]
(If yes, attach most recent copy)

(11) WELL LOG:
Total depth _____ft. Depth of completed well _____ft.
Formation: *Describe by color, character, size of material and structure*_____ft. to_____ft.
(Please attach copy of existing well log. If well log is not available, describe well lithology in space provided or on attached page.)

(12) HISTORIC WELL MODIFICATIONS:
(On an attached page, please provide a chronology of all historic well modifications which may have affected well yield or water quality.)

(13A) EXISTING WELL PUMP DATA:
A. Pump Type:
Electric [ ] Natural Gas [ ] Other [ ]
Diesel [ ] Propane [ ]
B. Pump Performance
Horsepower _____GPM_____
Efficiency _____

(13B) PROPOSED WELL PUMP DATA:
A. Pump Type:
Electric [ ] Natural Gas [ ] Other [ ]
Diesel [ ] Propane [ ]
B. Pump Performance
Horsepower _____GPM_____
Efficiency _____

(14) Please provide copy of County of Los Angeles permits and State Department of Water Resources Water Well Drillers Report and any other permits for modification of an existing well upon completion of modification of well.

(15) Please provide Watermaster with copies of all feasibility studies, alternative water supply sources, water quality studies or other reports which validate the Applicant's need to modify this well. Applicant must provide supporting data to show compliance with the requirements of Section 28 with particular reference to Section 28(e) of Watermaster's Rules and Regulations.

I hereby agree to comply with all regulations of the Main San Gabriel Basin Watermaster pertaining to well construction, operation, repair, modification, destruction and inactivation. The Applicant will furnish the Watermaster a complete well log upon completion of well modification.

Submitted for Applicant by: _____

Signature:_____

Title:_____

Date:_____

Date Received by Watermaster: _____

Watermaster Action:
Approved [ ] Denied [ ]

Date of Action:_____

Permit Number: _____

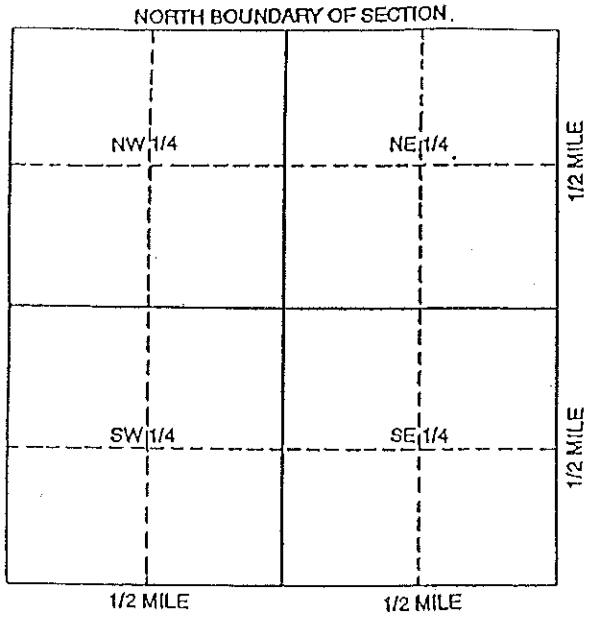
By:_____
(Name)

_____
(Title)

EXHIBIT "I"
I-1

Form No. RR 28-02 7/91

WELL LOCATION SKETCH

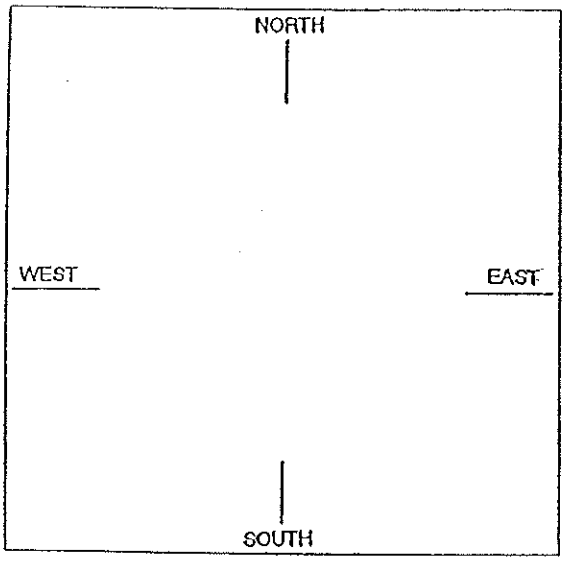


Township _____ N/S

Range _____ E/W

Section No. _____

A. Location of well in sectionized areas.
Sketch roads, railroads, streams, or other features as necessary.



B. Location of well in areas not sectionized.
Sketch roads, railroads, streams, or other features as necessary.
Indicate distances.

Mailing Address:
425 East Huntington Drive
Monrovia, CA 91016

MAIN SAN GABRIEL BASIN WATERMASTER

SUPERIOR COURT CASE NO. 924128-LOS ANGELES COUNTY

(State Well Number) _____

(Recordation Number) _____

(Owner's Designation) _____

APPLICATION TO DESTROY WATER WELL

(1) APPLICANT:
Name _____
Address _____

(2) LOCATION OF WELL:
Well Address: _____
Township, Range, and Section _____
Thomas Brothers Guide (Please indicate year, page number and corrdinates.) _____

Assessor's Parcel No. _____
(Please attach copy of a map or sketch showing well location relative to streets or other major landmarks.) _____

(3) NAME OF WELL DRILLING CONTRACTOR: _____

(4) PURPOSE FOR DESTROYING WELL
Water Quality [ ] Physical [ ]
Other [ ] _____

(5) CURRENT USE:
Municipal [ ] Irrigation [ ]
Domestic [ ] Industrial [ ]
Water Quality Cleanup [ ]
Other [ ] _____

(6) EXISTING CASING INSTALLED:
STEEL [ ] PLASTIC [ ]
OTHER [ ]

Gravel Packed:
Yes [ ] No [ ] Size _____

From ft.	To ft.	Diam.	Gage or Wall	Diameter of Bore	Packed From ft.	Packed To ft.

Size of shoe or well ring: _____

Describe joint _____

(7) EXISTING PERFORATIONS OR SCREEN:
Type of perforation or size of screen

From ft.	To ft.	Perf. per row	Rows per ft.	Slot Size

(8) CONSTRUCTION:
Was a surface sanitary seal provided? Yes [ ] No [ ]
To what depth? _____ ft.
Were any strata sealed against pollution? Yes [ ] No [ ]
If yes, note depth of strata
from _____ ft. to _____ ft.
from _____ ft. to _____ ft.
Method of sealing _____

(9) WELL LOG: (Please provide a copy of well log.)
Total depth _____ ft. Depth of completed well _____ ft.
Formation: *Describe by color, character, size of material and structure if well log cannot be provided.*
_____ ft. to _____ ft.

(10) METHOD OF DESTROYING: (Please provide an explanation of how the well is to be destroyed including drawings showing the proposed method of destroying. Please provide copy of County of Los Angeles permits and State Department of Water Resources Water Well Drillers reports and any other permits for destruction of well following destruction of the well.)

_____

I hereby agree to comply with all regulations of the Main San Gabriel Basin Watermaster pertaining to well construction, operation, repair, modification, destruction and inactivation. The Applicant will notify the Watermaster upon completion of well destruction.

Submitted for Applicant by: _____

Signature: _____

Title: _____

Date: _____

Date Received by Watermaster: _____

Watermaster Action:
Approved [ ] Denied [ ]

Date of Action: _____

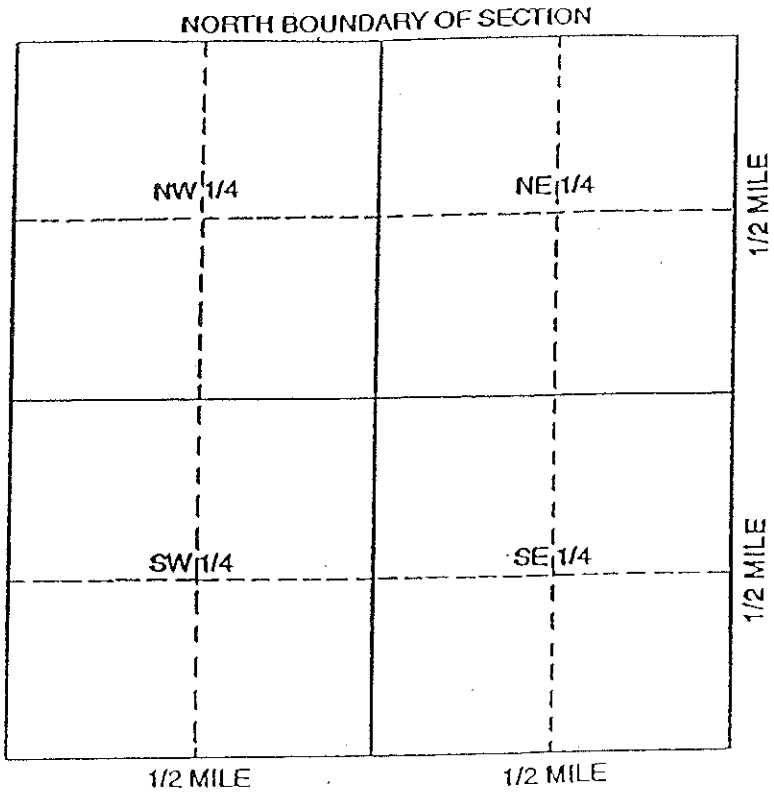
Permit Number: _____

By: _____
(Name)

_____
(Title)

EXHIBIT "J"
J-1

WELL LOCATION SKETCH

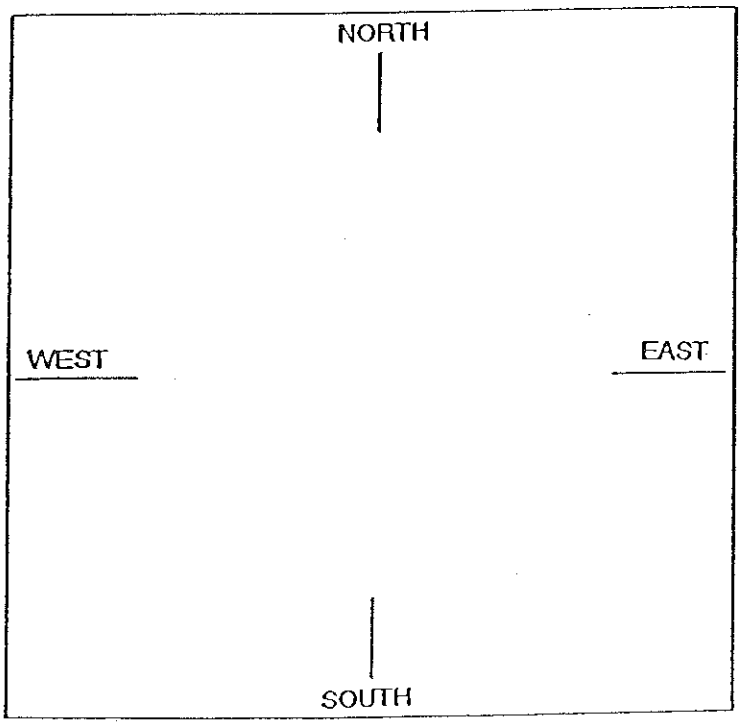


Township _____ N/S

Range _____ E/W

Section No. _____

A. Location of well in sectionized areas.
Sketch roads, railroads, streams, or other features as necessary.



B. Location of well in areas not sectionized.
Sketch roads, railroads, streams, or other features as necessary.
Indicate distances.

Mailing Address:
425 East Huntington Drive
Monrovia, CA 91016

MAIN SAN GABRIEL BASIN WATERMASTER

SUPERIOR COURT CASE NO. 924128-LOS ANGELES COUNTY

APPLICATION FOR WATER TREATMENT FACILITY

(1) APPLICANT:
Name_____
Address_____

(2) LOCATION OF TREATMENT FACILITY:
Address_____

Thomas Brothers Guide (Please indicate year, page number and coordinates.)_____

(Please include a map showing the location of the treatment facility relative to streets, buildings, water system facilities and other points of reference.)

(3) (A) NAME OF WATER TREATMENT FACILITY CONTRACTOR:_____
(B) NAME OF DESIGN ENGINEER AND STATE REGISTRATION NUMBER:_____

(4) PROPOSED ACTION AT TREATMENT FACILITY
Construction [ ] Modification [ ] Removal [ ]
Destruction [ ] Other [ ]

(5) DESCRIPTION OF FACILITY:
(A) Type of treatment:
Volatile Organic Chemical [ ] Nitrate [ ] Other [ ]
(B) Please describe the treatment process to be used at the proposed treatment plant.

(C) Please list, by Owner Designation, all wells to be treated:

(6) ANTICIPATED TREATMENT FACILITY CAPACITY:
_____ Gallons Per Minute
_____ Acre-feet Per Year

(7) EXPECTED CONCENTRATION OF CONTAMINANTS:

Contaminant	Influent Concentration (Parts per Billion)	Effluent Concentration (Parts per Billion)	Contaminant Removal Rate (Percent)
Trichloroethylene (TCE)			
Tetrachloroethylene (PCE)			
1,1,1-Trichloroethane (1,1,1-TCA)			
Carbon Tetrachloride (CTC)			
1,1-Dichloroethylene (1,1-DCE)			
1,1-Dichloroethane (1,1-DCA)			
1,2-Dichloroethane (1,2-DCA)			
Others:			

(8) DISPOSITION OF ALL TREATED WATER:
(Please describe disposition of all treated water, and the corresponding annual amount of discharge.)

(9) INITIAL START-UP DATE:

(10) EXPECTED OPERATING SCHEDULE:
(A) Daily schedule_____
(B) Number of days each month *(Please specify if operating schedule varies month to month)*

(11) EXPECTED COSTS:
(A) Capital cost:$_____
(B) Operation and maintenance:$_____/AF.

(12) REGULATORY PERMITS: Please describe all necessary permits and/or all permits for which you have applied or have received from all regulatory agencies with regard to the proposed treatment facility. Please supply to Watermaster copies of all environmental documents required under the California Environmental Quality Act and/or the National Environmental Protection Act.

(13) Applicant acknowledges it will comply with all portions of Section 28 of Watermaster's Rules and Regulations pertaining to quarterly data submittal, for treatment plant operation, to Watermaster. Specifically, at least the following data shall be provided on a quarterly basis:

- Name or other designation of treatment facility;
- Quantity of water treated during quarter;
- Quantity of each contaminant removed;
- Quality of water before treatment, at beginning and end of each quarter;
- Quality of water after treatment, at beginning and end of each quarter; and
- Operation and maintenance costs for each quarter.

14) Please provide Watermaster with copies of all feasibility studies, alternative water supply sources, water quality studies or other report which validate the Applicant's need to install a water treatment facility. Applicant must provide supporting data to show compliance with the requirements of Section 28 with particular reference to Section 28(h) of Watermaster's Rules and Regulations.

Applicant must provide supporting data to show compliance with the requirements of Section 28 with particular reference to Section 28(h) of Watermaster's Rules and Regulations.

I hereby agree to comply with all regulations of the Main San Gabriel Basin Watermaster pertaining to treatment plant construction, operation, repair, modification, destruction and inactivation.

Submitted For Applicant By:_____

Signature:_____

Title:_____

Date Received by Watermaster:_____

Watermaster Action:
Approved [ ] Denied [ ]

Date of Action:_____

Permit Number:_____

By:_____
(Name)

_____
(Title)

EXHIBIT "K"
K-1

APPENDIX F

FIVE-YEAR WATER QUALITY AND SUPPLY PLAN

Five-Year Water Quality and Supply Plan

November 2004

MainSanGabrielBasin
WATERMASTER

Telephone (626) 815-1300 • Fax (626) 815-1303
725 North Azusa Avenue • Azusa, California 91702
www.watermaster.org

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INTRODUCTION

Watermaster prepares and annually updates this Five-Year Water Quality and Supply Plan (Five-Year Plan) in accordance with the requirements of Section 28 of its Rules and Regulations. The objective is to coordinate groundwater-related activities so that both water supply and water quality in the Main San Gabriel Basin (Basin) are protected and improved.

PURPOSE OF THE FIVE-YEAR PLAN

Many important issues are detailed in the Five-Year Plan, including how Watermaster plans to:

1. monitor groundwater supply and quality;
2. develop projections of future groundwater supply and quality;
3. review and cooperate on cleanup projects, and provide technical assistance to other agencies;
4. assure that pumping does not lead to further degradation of water quality in the Basin;
5. address perchlorate, N-nitrosodimethylamine (NDMA), and other emerging contaminants in the Basin;
6. develop a cleanup and water supply program consistent with the U.S. Environmental Protection Agency (USEPA) plans for its San Gabriel Basin Superfund sites; and
7. coordinate and manage the design, permitting, construction, and performance evaluation of the BPOU cleanup and water supply plan.

WATERMASTER BACKGROUND

The Los Angeles County Superior Court created the Main San Gabriel Basin Watermaster in 1973 to resolve water issues that had arisen among water users in the San Gabriel Valley. Watermaster's mission was to generally manage the water supply of the Main San Gabriel Groundwater Basin.

During the late 1970s and early 1980s, significant groundwater contamination was discovered in the Basin. The contamination was caused in part by past practices of

local industries that had carelessly disposed of industrial solvents (VOCs), as well as by agricultural operations that infiltrated nitrates into the groundwater. Cleanup efforts were undertaken at the local, state, and federal level.

WATERMASTER RECEIVES WATER QUALITY RESPONSIBILITIES

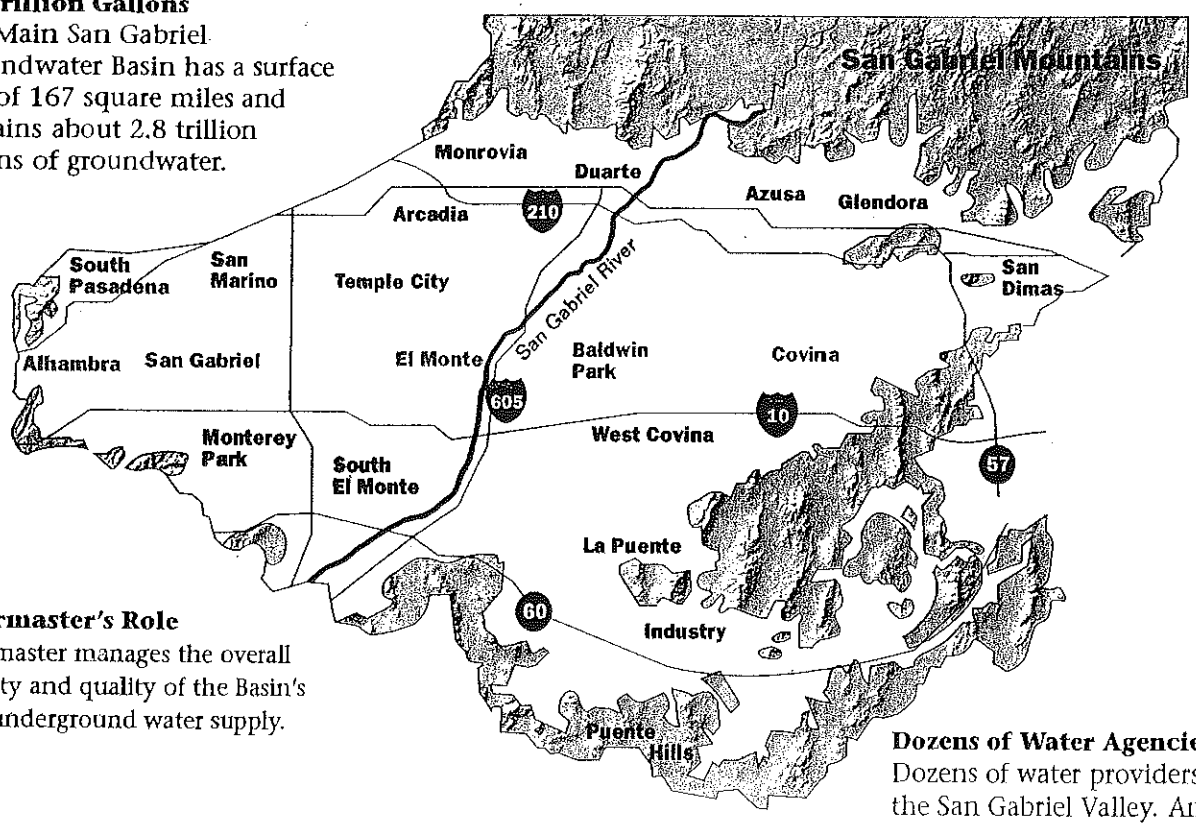
By 1989, local water agencies adopted a joint resolution regarding water quality issues that stated that Watermaster should coordinate local activities aimed at preserving and restoring the quality of groundwater in the Basin. The joint resolution also called for a cleanup plan.

In 1991, the Court granted Watermaster the authority to control pumping for water quality purposes. Accordingly, Watermaster added Section 28 to its Rules and Regulations regarding water quality management. The new responsibilities included developing this Five-Year Water Quality and Supply Plan, updating it annually, and submitting it to the California Regional Water Quality Control Board, Los Angeles Region, and making it available for public review by November 1 of each year.

Figure 1. AREA COVERED BY MAIN SAN GABRIEL BASIN

Precious Underground Water Supply
The Main San Gabriel Basin provides up to 90 billion gallons of groundwater annually, enough to meet 80 percent or more of San Gabriel Valley's 1.4 million residents' demand for water.

2.8 Trillion Gallons
The Main San Gabriel Groundwater Basin has a surface area of 167 square miles and contains about 2.8 trillion gallons of groundwater.



Watermaster's Role
Watermaster manages the overall quantity and quality of the Basin's giant underground water supply.

Dozens of Water Agencies
Dozens of water providers serve the San Gabriel Valley. Among them are cities, public water districts, private utilities, and mutual water companies.

CURRENT WATER SUPPLY CONDITIONS

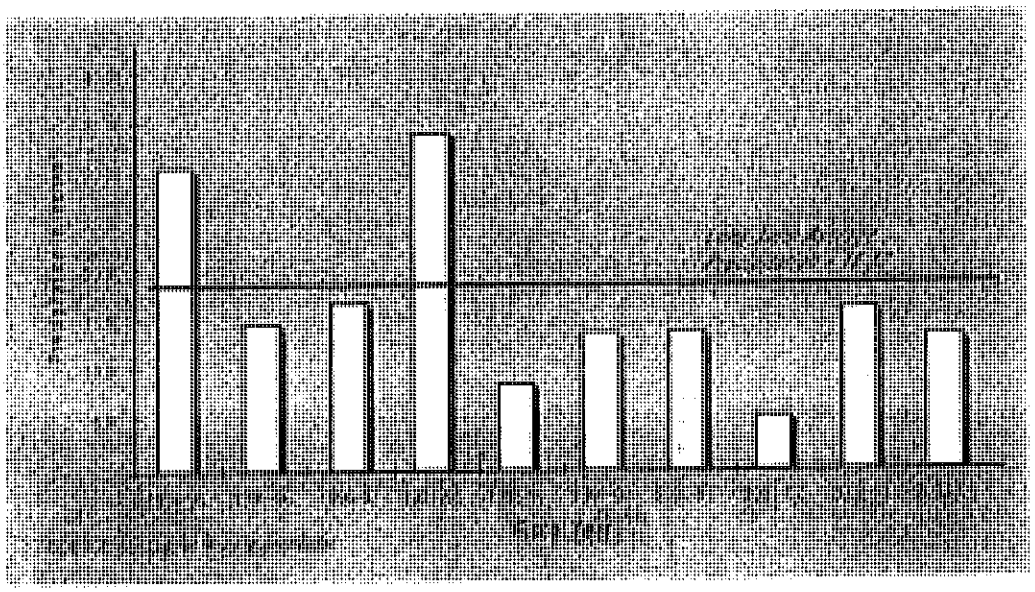
During 2003-04, rainfall in the San Gabriel Valley was about 75% of average. As a result of below average rainfall, recharge of storm water runoff was also below average. Despite dry weather over the past six years, Watermaster has successfully maintained groundwater levels above the lower end of the Basin operating range through careful groundwater management. In 2003, Watermaster made arrangements to deliver imported water for groundwater replenishment during the summer and fall when groundwater demand is very high. In 2004, only limited amounts of imported water were available through the summer.

WATER SUPPLY INFLOWS DURING 2003-04

RAINFALL NEAR LONG-TERM AVERAGE

In 2003-04, the San Gabriel Valley received 13.6 inches of rain, about 75% of the long-term average of 18.52 inches.

Figure 2. AVERAGE RAINFALL DURING THE LAST TEN YEARS



Rainfall in 2003-04 was 13.6 inches. Average precipitation in the Main San Gabriel Basin from 1994-95 to 2003-04 was 17.8 inches.

The rainfall total is made up of an average taken from four stations located in San Dimas, Diamond Bar, El Monte, and Pasadena.

LOCAL STORMWATER CAPTURE SIGNIFICANTLY DOWN

Rainfall during fiscal year 2003-04 was about 75% of the 10-year average but occurred as several high intensity storms. Consequently, about 77,000 acre-feet of stormwater runoff in local streams and channels was captured and recharged into the groundwater Basin through spreading basins. This is also about 75% of the long-term average of 100,000 acre-feet.

WATER IMPORTS WELL ABOVE AVERAGE

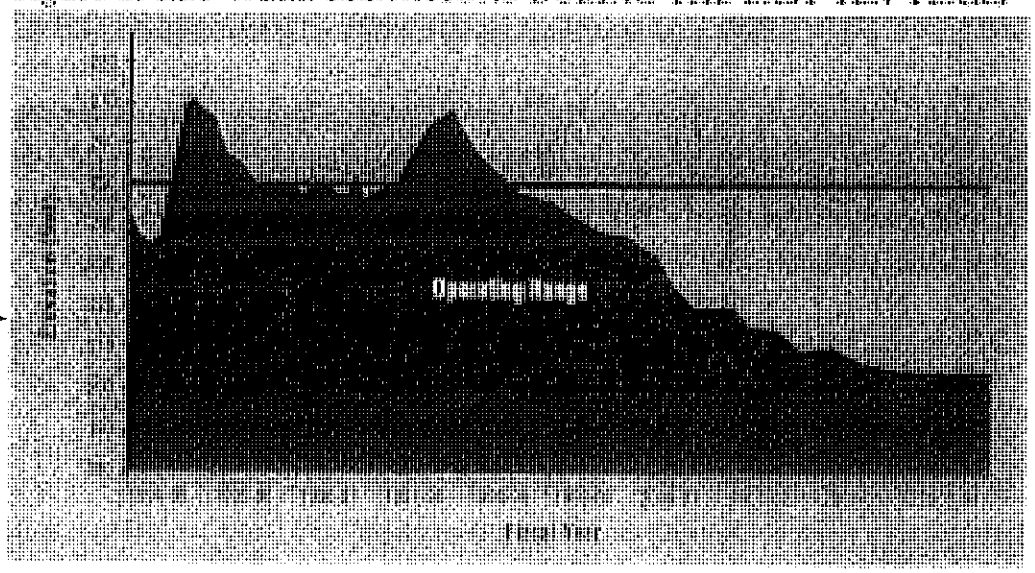
Approximately 119,000 acre-feet of water was imported into the Basin in 2003-04, and consisting of about 51,000 acre-feet of treated water and about 68,000 acre-feet of untreated water for groundwater recharge from Northern California. This quantity is significantly greater than the 10-year average of about 70,000 acre-feet. The increase is partially the result of increased short-term reliance on treated, imported water to offset the loss of groundwater from wells that were shut down due to increasing levels of contaminants and partially the result of Watermaster's actions to recharge additional imported water to maintain the groundwater elevation at the Baldwin Park Key Well above 200 feet.

KEY WELL NEAR LOW END OF OPERATING RANGE

The groundwater levels at the Key Well — located in Baldwin Park and used as the benchmark for determining the groundwater level for the entire Basin — fell from 212 feet above mean sea level on June 30, 2002, to 204 feet at the end of June 2003. As a result of Watermanster's Basin Management practices, the Baldwin Park Key Well elevation was maintained at 204 feet at the end of June 2004. The goal of Watermaster is to keep the Key Well water level between 200 feet and 250 feet. Despite five out of six years of below average rainfall Watermaster has maintained the level above the low end of the recommended operating range for the Basin, and water supplies continue to be adequate for meeting current needs.

Below average water conditions influenced Watermaster's decision to set the Operating Safe Yield at 170,000 acre-feet for 2003-04.

Figure 3. KEY WELL ELEVATIONS DURING THE LAST TEN YEARS



The groundwater elevation at the Key Well on June 30, 2004 was 204 feet, which is slightly above the low end of the Basin's operating range of 200 to 250 feet.

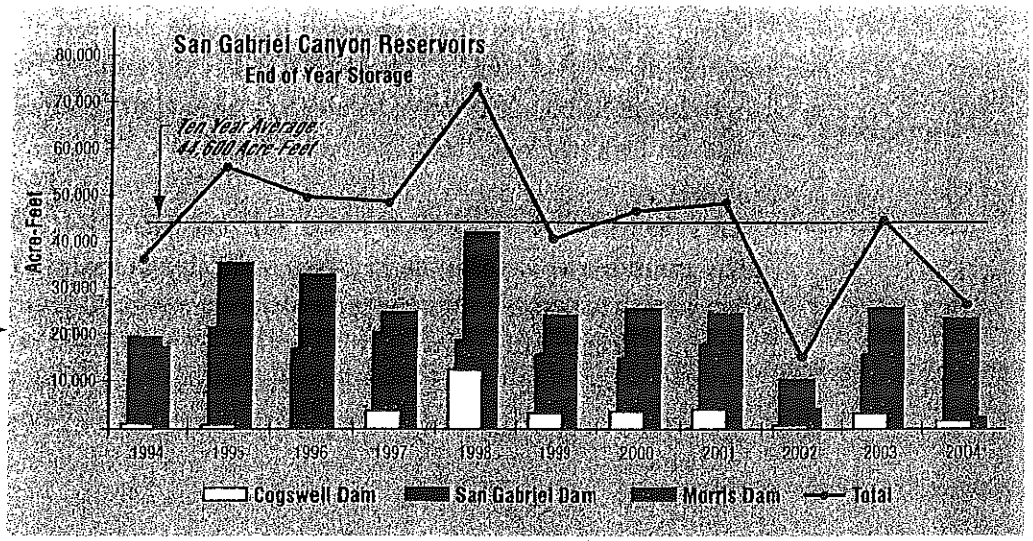
INCREASE IN WATER STORED IN CANYON RESERVOIRS

A significant amount of local surface water can be stored in reservoirs behind Cogswell, San Gabriel, and Morris Dams. At the end of the 2003-04 fiscal year, a total of 27,000 acre-feet of water was stored behind these dams. This is a significant decrease from the previous dry year and represents only 60% of the 10-year average of about 44,600 acre-feet of water in storage at the end of the fiscal year.

Below average water conditions influenced Watermasters's decision to set the Operating Safe Yield at 170,000 acre-feet for 2004-05.

Total water stored in San Gabriel Canyon reservoirs at the end of the fiscal year was 27,000 acre-feet and is 60% of the 10-year average of 44,600 acre-feet.

Figure 4. WATER STORED IN SAN GABRIEL CANYON RESERVOIRS



PROJECTED GROUNDWATER DEMANDS

PRODUCER ESTIMATES

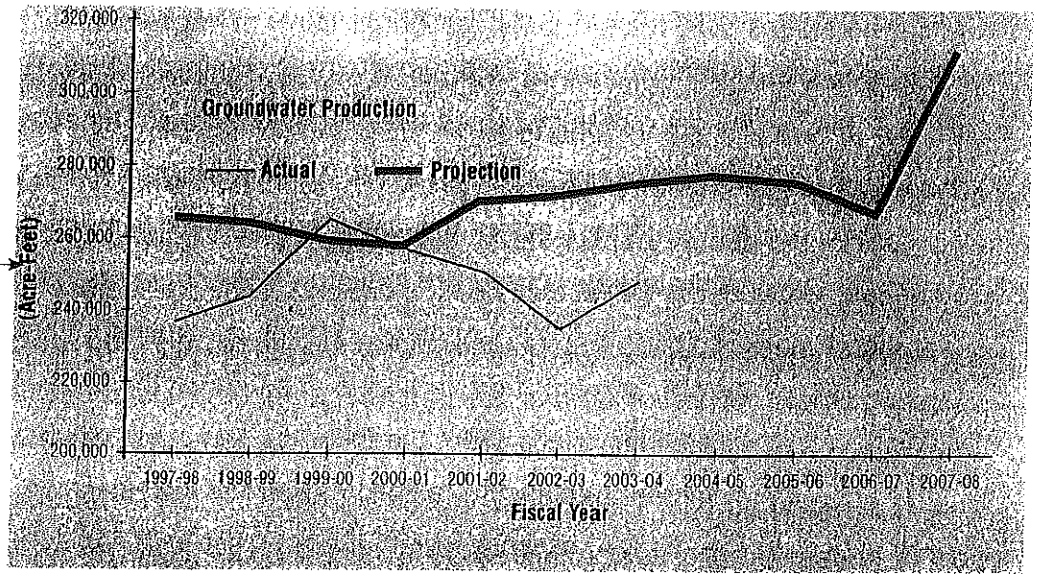
Section 28 requires that each Producer submit a report to Watermaster detailing its projected water supply and water production requirements over the following five years. Projections were received from 20 Producers, accounting for about 90% of the groundwater production from the Basin.

For those Producers who did not submit projections, Watermaster provided an estimate based on the assumption that each Producer had an aggregate projected growth rate that was the same as those Producers who did submit projections. Projected groundwater production is shown in Appendix A.

Figure 5 shows the total projected and historical groundwater production from the Basin since 1997-98.

Water production has decreased, due mainly to the spread of groundwater contamination.

Figure 5. PROJECTED AND HISTORICAL WATER PRODUCTION



Total actual groundwater production for the 2003-04 fiscal year from the Basin was 249,000 acre-feet, which is higher than the previous year's production of 236,000 acre-feet.

Groundwater production is influenced by a variety of conditions, including population, seasonal precipitation, groundwater contamination, and availability of surface water. Excluding the impacts of seasonal precipitation, groundwater production had been experiencing a gradual increase. However, the spread of groundwater contamination in recent years has caused several water agencies to reduce groundwater production and temporarily increase reliance on treated imported water.

OTHER EXTRACTIONS

In addition to pumping by Producers, groundwater will be extracted at the U.S. Environmental Protection Agency's Operable Units. An Operable Unit is a term used to describe a portion of a large Superfund cleanup site. There are six active Operable Units in the San Gabriel Valley: Area 3, Baldwin Park, Puente Valley, El Monte, South El Monte, and Whittier Narrows. While the USEPA is principally concerned that the contamination be cleaned up, Watermaster insists that there not only be an effective cleanup, but that water supply needs also be met in the affected areas.

Current Water Quality Conditions

Groundwater delivered to customers continues to be of high quality and always meets state and federal drinking water standards. However, a number of contaminants in areas of the Basin require careful monitoring and treatment before the water is served for domestic use. These contaminants include a variety of industrial solvents referred to as volatile organic compounds (VOCs). Another common contaminant found in the Basin is nitrate, primarily from fertilizers used during the Valley's agricultural period. In addition, since 1997 the following new contaminants have also been detected: perchlorate, a solid rocket fuel ingredient; MTBE, a gasoline additive; NDMA, associated with liquid rocket fuel; and 1,4-dioxane, a stabilizer for chlorinated solvents.

In response to the detection of these contaminants, Watermaster and local water entities aggressively pursued construction of treatment facilities to control contaminant migration and continue providing high quality water to consumers. This policy of remediation and reuse both preserves a valuable resource and reduces the overall cost of groundwater cleanup. Initially, a number of VOC treatment facilities were constructed, while excessive nitrate concentrations were blended down to acceptable levels. Since the detection of perchlorate and NDMA, Watermaster has been instrumental in the successful implementation of treatment facilities to treat VOCs, perchlorate, and NDMA, with additional facilities operational within the next 6 to 12 months.

While only present in limited parts of the Basin, these chemicals pose difficult challenges to water Producers. Watermaster has responded vigorously by working closely with the local water community to sponsor research, as well as to design, fund, and construct cleanup projects ahead of the USEPA and the firms named as responsible for the contamination. More recently, Watermaster also led negotiations that resulted in the BPOU Project Agreement, including an initial reimbursement for groundwater cleanup costs from certain parties responsible for the contamination. Under the BPOU Project Agreement, Watermaster is responsible for overall project coordination and administration, groundwater monitoring, and compliance with USEPA reporting requirements. Watermaster also participates in decisions regarding technology selection, construction, and operations. Once the treatment facilities are operational, Watermaster will also monitor the project's performance in containing and removing contamination.

PRIMARY CONTAMINANTS IN THE GROUNDWATER BASIN

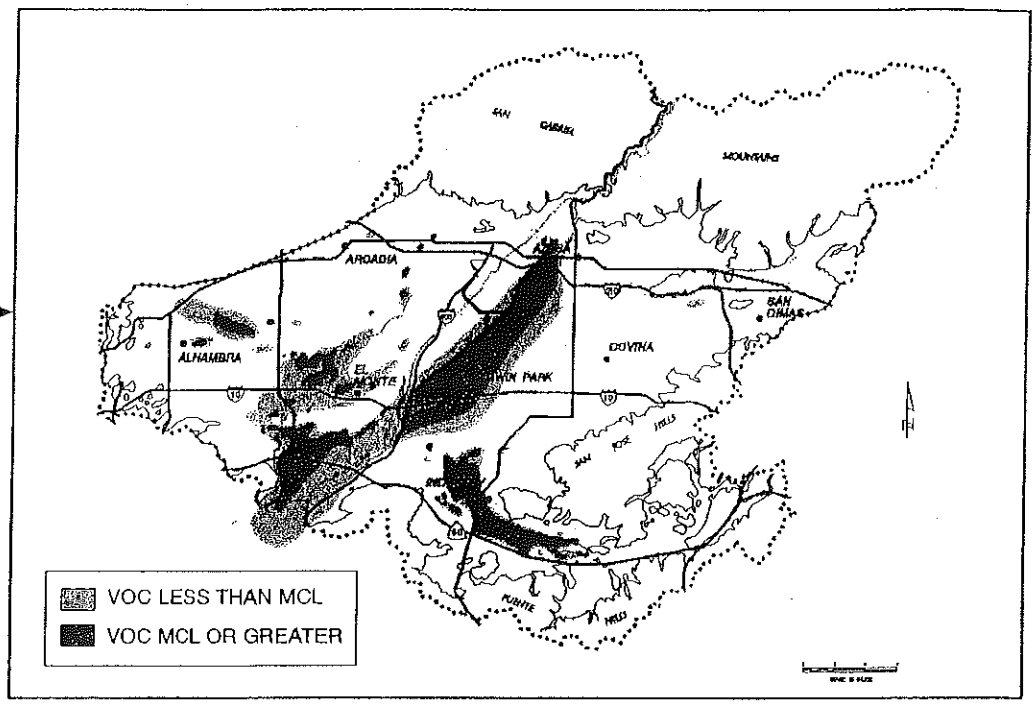
VOLATILE ORGANIC COMPOUNDS AND NITRATES

VOCs and nitrates are the most prevalent contaminants found in the Basin. Intensive monitoring and research concerning these two types of contaminants have been underway for many years. The location and cleanup methods for VOCs are generally well understood; during fiscal year 2003-04, 22 plants treated about 18 billion gallons of VOC-contaminated water. Water contaminated with nitrates above the Maximum Contaminant Level (MCL) is either blended with other sources or not used.

Note in Figure 6 that although VOC contamination is substantial, it is centered in a few areas, leaving a good portion of the Basin unaffected. The same is true for nitrates, which have the highest concentrations in the eastern portion of the Basin, away from the most productive pumping areas (see Figure 7).

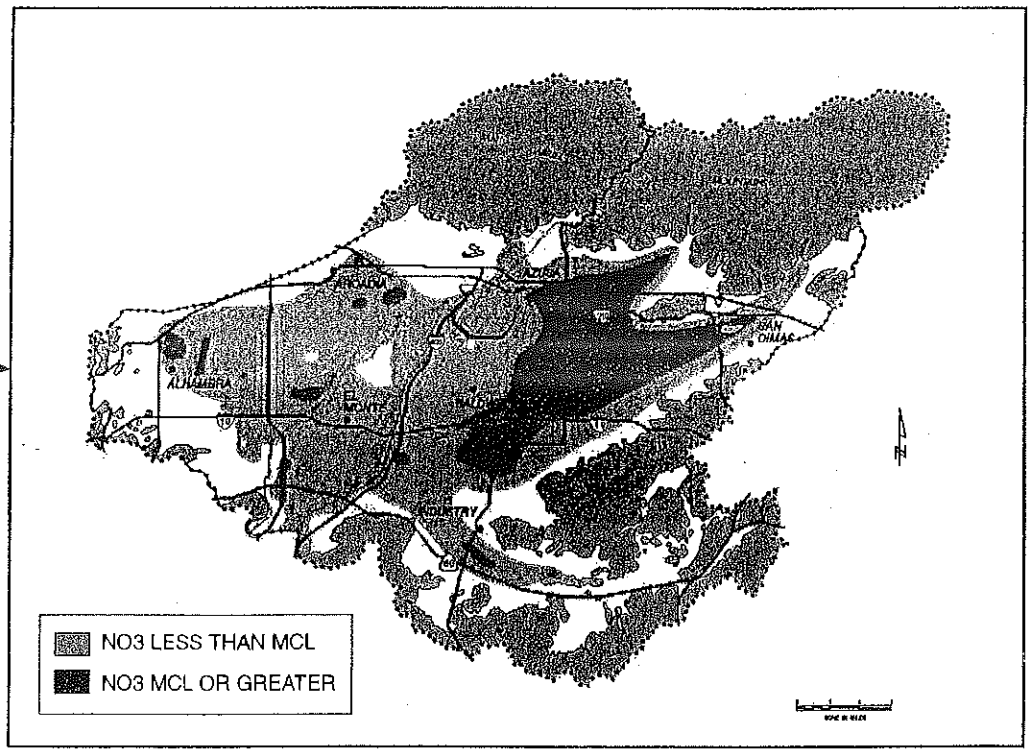
Extensive cleanup programs are underway in the areas affected by VOC contamination. Because the main plumes of contamination are centered in just a few areas, much of the Basin remains unaffected.

Figure 6. VOLATILE ORGANIC COMPOUND LEVELS IN GROUNDWATER



Nitrate (NO3) contamination is focused in the eastern portion of the Basin, away from the San Gabriel River, the area of most intensive groundwater pumping.

Figure 7. NITRATE LEVELS IN GROUNDWATER



MTBE

In 1996-97, MTBE, a gasoline additive, was discovered in ground and surface water in many areas of the state. The State Department of Health Services (DHS) subsequently established an MCL of 13 parts per billion. Watermaster conducted Basinwide testing for the contaminant and only two drinking water wells had confirmed detectable levels, and those were below the MCL. However, the Regional Water Quality Control Board (Regional Board) has found MTBE in soil close to the surface near leaking underground storage tanks. Watermaster is working closely with the Regional Board to monitor these sites, which could pose a threat to the much deeper drinking water wells. Watermaster continues to collect MTBE samples on an annual basis and has found no detectable levels at any additional wells.

PERCHLORATE

In January 2002, DHS lowered the Action Level (AL) for Perchlorate from 18 to 4 parts per billion and a total of 22 wells were removed from service due to unacceptable levels of perchlorate. DHS subsequently raised the AL to 6 parts per billion in March 2004. Watermaster played a key role in development of the first treatment technology to remove perchlorate from drinking water; this technology is now operational at the La Puente Valley County Water District (LPVCWD) facility, is undergoing regulatory testing at another site and is being prepared for testing at one other location in the BPOU area. Perchlorate treatment facilities have been constructed and are being planned in other areas of the Basin, as well.

NDMA

During 1998 eight local wells were found to contain levels of NDMA above the AL at that time of 2 parts per trillion. Five of the wells with measurable levels of NDMA had already been taken out of service for other reasons, and the other three were put on inactive status once NDMA was detected. DHS subsequently raised the AL to 10 parts per trillion. Similar to Perchlorate, Watermaster is playing a key role with the construction of NDMA treatment facilities in the Baldwin Park Operable Unit area of the Basin. Two facilities are operational, two are built and undergoing testing, and one is under design.

The current maximum contaminant level (MCL) for arsenic is 50 parts per billion. However, USEPA has set a revised standard at 10 ppb; water purveyors must comply by 2006.

ARSENIC

Arsenic is a naturally occurring substance that is sometimes found at very low levels in drinking water, primarily groundwater.

Pursuant to the Safe Drinking Water Act, USEPA established a new MCL for arsenic of 10 parts per billion. Water systems must comply with this new MCL by 2006. The current MCL is 50 parts per billion.

In order to ensure that the proposed new rule would be based on sound science, Watermaster helped fund a national study to determine the threshold at which arsenic causes adverse health effects. Watermaster also conducted low-level arsenic testing Basinwide to determine the impact of a new, more-stringent standard.

According to the Surgeon General, there is a significant health risk from radon in the air. The health risk from radon in drinking water, however, is considered very small.

RADON

Radon is a colorless, odorless, naturally occurring gas found in soil, air, and some groundwater. It can be found throughout the world, both outdoors and in the indoor air of homes. It originates from soil, natural gas, building materials, and sometimes from domestic water. Most of the radon found in indoor air comes from soil below the foundation of a home. According to the Surgeon General, there is a significant health risk from radon in the air. The health risk from radon in drinking water, however, is considered very small.

The USEPA is proposing new requirements on radon found in water. As proposed, the rule offers states and water agencies two alternatives: (1) a very low maximum contaminant level of 300 picoCuries per liter for radon in drinking water, or (2) an alternative standard of 4,000 pCi/l if the state or a local water supplier implements an effective program to reduce overall exposure to indoor radon.

CHROMIUM

Chromium is an inorganic chemical that commonly occurs naturally in groundwater and can also enter drinking water sources through discharges from industries and leachate from hazardous waste sites.

There are two forms of chromium that may be present in drinking water: chromium III (trivalent chromium) and chromium VI (hexavalent chromium). There are uncertainties about the ratio of the occurrence of the two types in drinking water sources. Chromium III is an essential nutrient at trace concentrations. Chromium VI is associated with health concerns, and its toxicity is the basis for setting the chromium drinking water standard.

The current MCL for total chromium is 50 parts per billion. In the San Gabriel Valley, at least a portion of total chromium in groundwater leaches out of the soil from naturally occurring deposits. During fiscal year 2000-01, Watermaster collected total chromium and hexavalent chromium samples from all drinking water wells, and all results were below the MCL. The hexavalent chromium results were provided to DHS to assist with its review and possible modification of the existing standard.

WELLS ASSESSED FOR VULNERABILITY TO CONTAMINATION

One of the primary purposes of the Five-Year Plan is to identify wells in the Basin that are vulnerable to contamination. A well is considered vulnerable if the concentration of contaminants reaches 50 percent of the AL or MCL allowed by state drinking water regulations. In order to project which wells may be vulnerable over the next five years, Watermaster reviews water quality tests performed on each well, regional water quality conditions, and contaminant migration patterns. (See figures 8(a), 8(b) and 8(c).)

Watermaster maintains a Water Quality Protection Plan (found in a separate volume) that provides an early warning to inform Producers of potential increases in contaminant levels. The Water Quality Protection Plan also provides suggested alternative sources of supply, and proposes long-term actions to solve the contamination problem(s) without contributing to the migration of contaminants in the Basin.

Figure 8(a). WELLS VULNERABLE TO POTENTIAL VOLATILE ORGANIC COMPOUND CONTAMINATION WITHIN THE NEXT FIVE YEARS

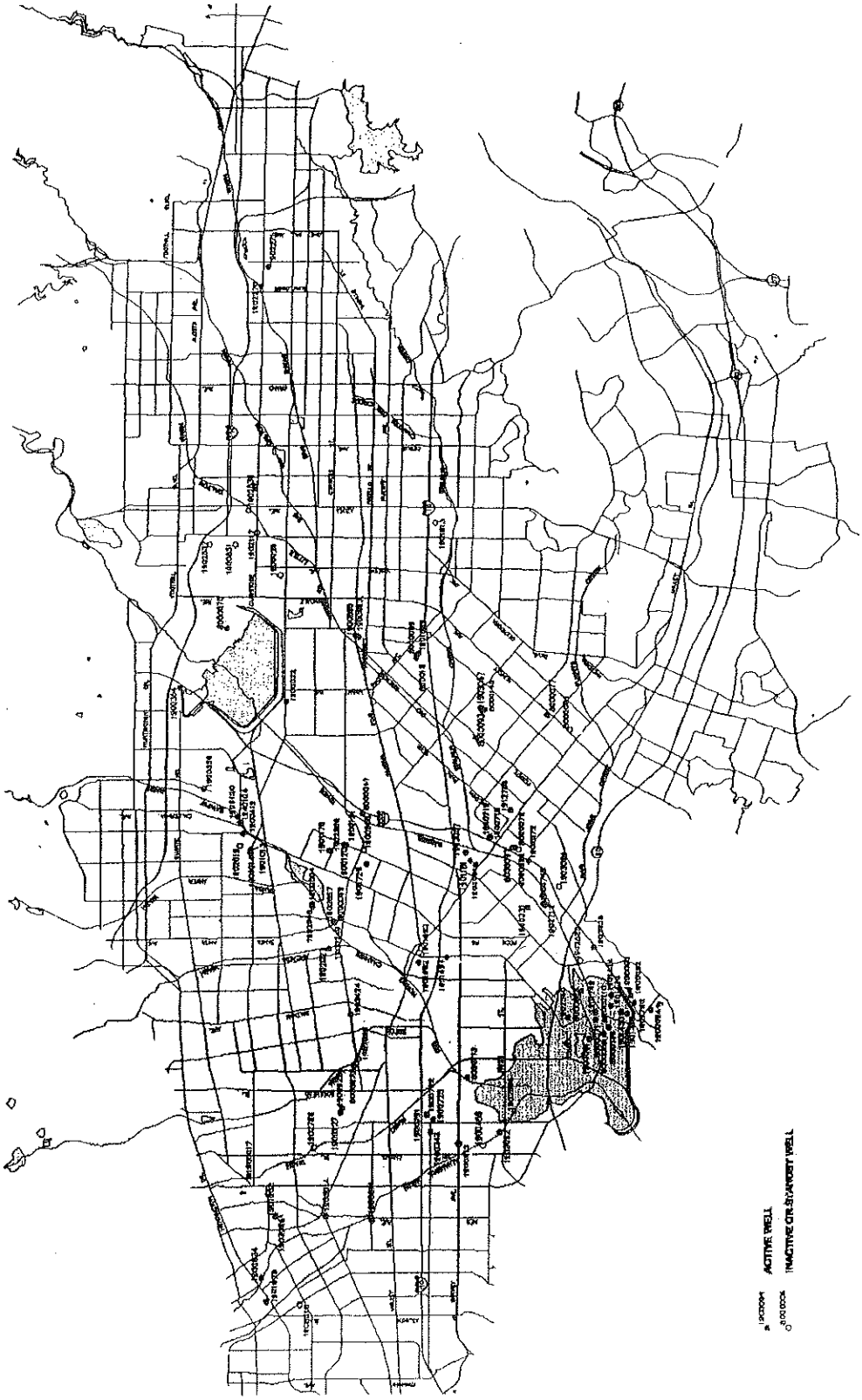


Figure 8(b). WELLS VULNERABLE TO POTENTIAL NITRATE CONTAMINATION WITHIN THE NEXT FIVE YEARS

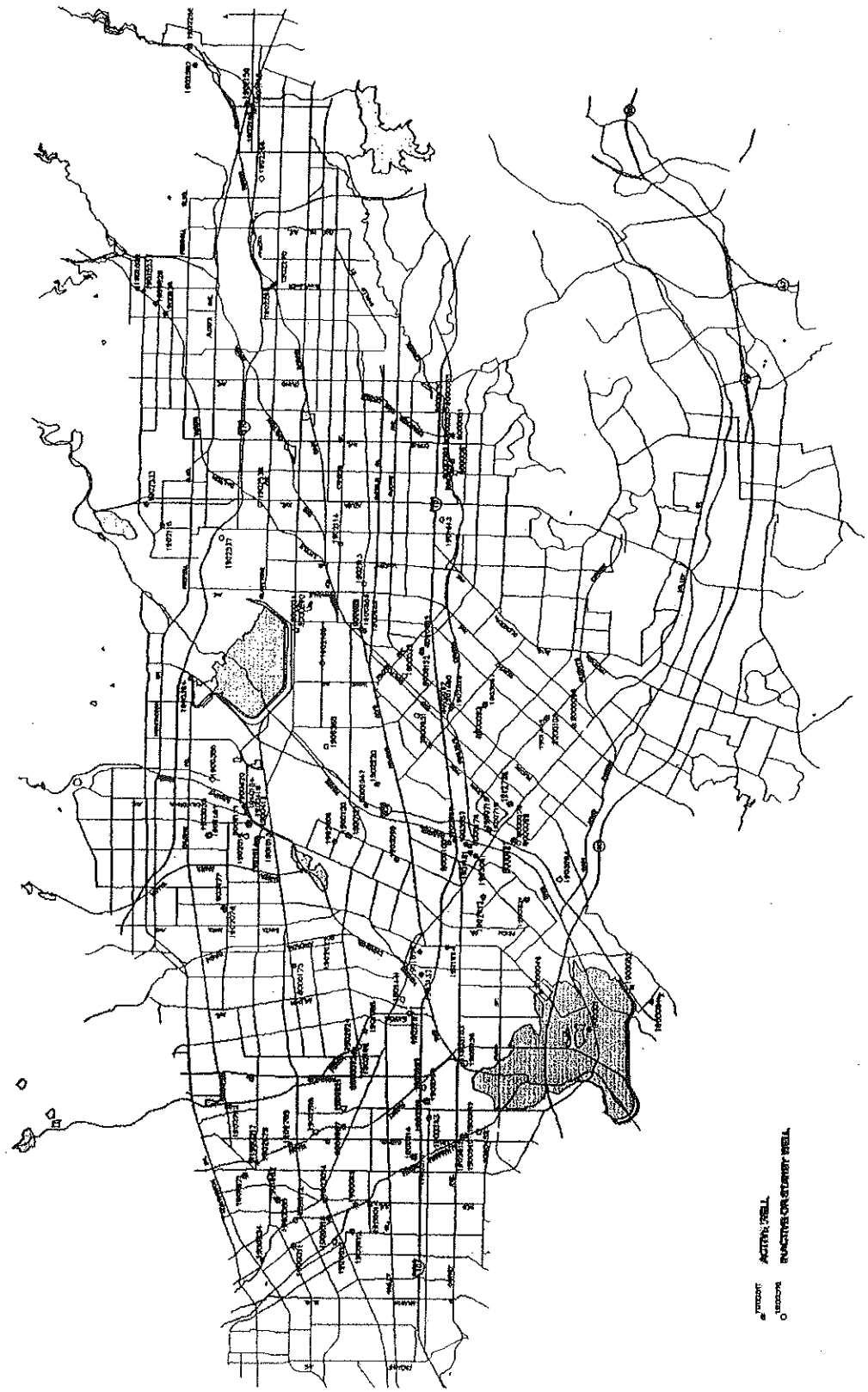
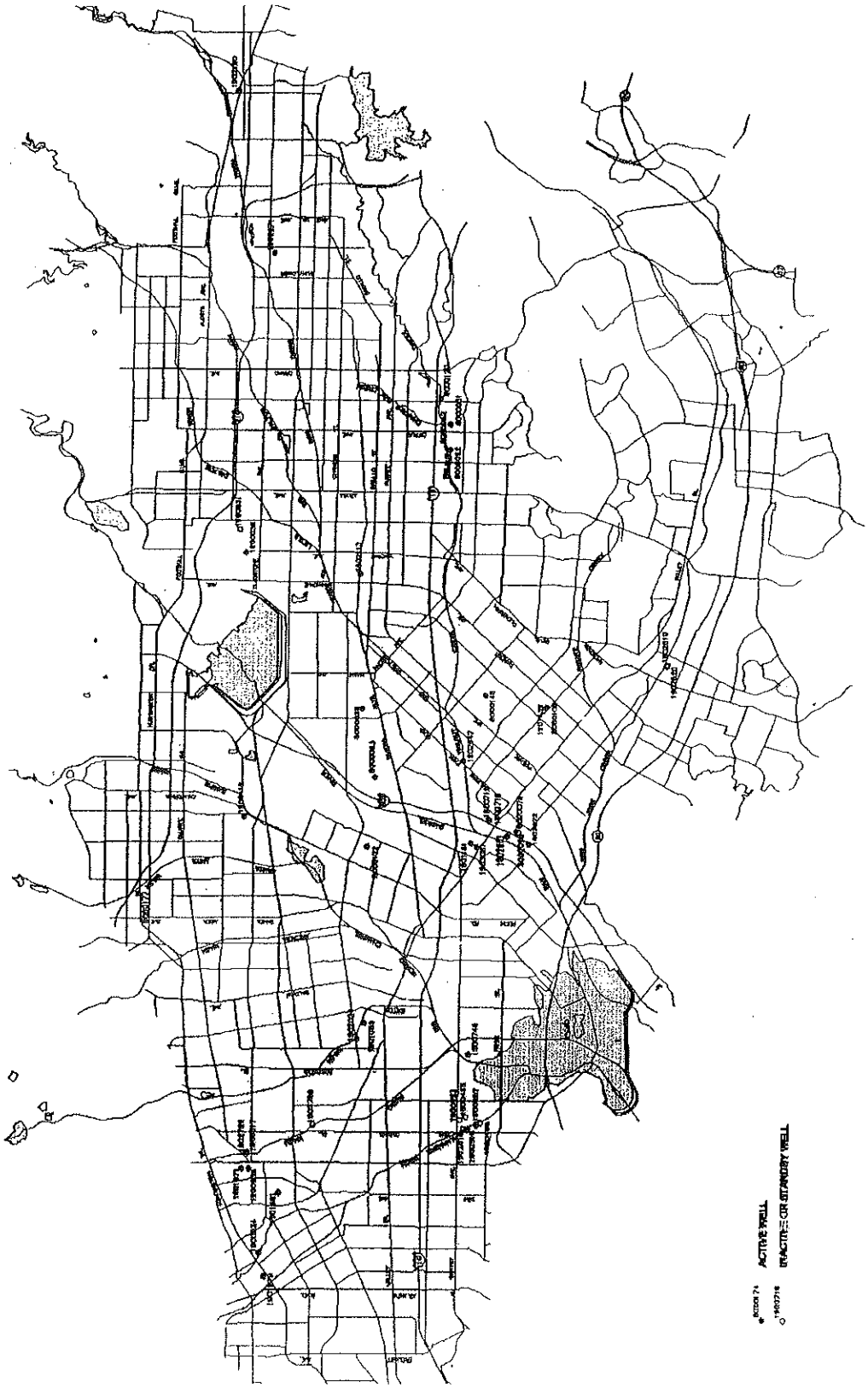


Figure 8(c). WELLS VULNERABLE TO POTENTIAL PERCHLORATE CONTAMINATION WITHIN THE NEXT FIVE YEARS.



FIVE-YEAR WATER QUALITY AND SUPPLY PLAN

Since 1991, when Watermaster was given water quality management responsibilities by the Court, the focus of attention has been principally on understanding and treating volatile organic compounds (VOC). During the ensuing years, Watermaster, together with many other Basin water agencies, private water companies, and regulators, have worked to develop the expertise, financing, and treatment technologies to effectively undertake Basinwide cleanup of VOCs.

The discovery of perchlorate and NDMA, however, upset the existing VOC cleanup approach by creating a number of challenges. Most important, these new contaminants could not be removed using existing treatment plants, and a number of important VOC treatment plants had to be shut down since the new contaminants were found in areas of existing VOC contamination.

Watermaster encourages groundwater cleanup projects that also meet water supply needs

This report outlines a combined cleanup and water supply plan for each of the USEPA Operable Units (Superfund areas). Watermaster's plan for each area is consistent with the USEPA plans, and its goal is to implement cleanup as promptly as possible, with or without the cooperation of the Responsible Parties.

GROUNDWATER MONITORING PROGRAMS

Monitoring involves measuring groundwater levels, groundwater quality, and groundwater flow. Watermaster continuously refines its understanding of the groundwater Basin in order to increase the safe yield of the Basin, and to protect and improve local water quality.

GROUNDWATER ELEVATION MONITORING

CONTINUE KEY WELL AND SUPPLEMENTAL KEY WELL OPERATION AND DATA PROCESSING

The entire 167 square-mile groundwater Basin is managed as one unit based on the groundwater levels as measured at a single Key Well in Baldwin Park. Water levels have been measured at this well since 1903 and are currently measured every three hours by an automated recorder.

Additional groundwater level recorders have been installed near the Santa Fe Spreading Grounds, adjacent to the San Gabriel River above the 210 Freeway, in the City of Rosemead, in the City of Covina and near the Whittier Narrows Dam, and are synchronized with the Key Well. Collectively, these wells are designed to provide a better understanding of the impacts of the recharge operation at the Santa Fe Spreading Grounds on the Basin hydrogeology. Water elevation data are being collected at additional wells, and water level recorders may be installed in those wells over the next five years.

CONTINUE BASINWIDE GROUNDWATER ELEVATION MONITORING PROGRAM (BGWEMP)

The purpose of the BGWEMP is to obtain groundwater level measurements from a large number of wells across the Basin. The information is used to prepare contour maps that show the direction of groundwater flow. The data are then used in the Basin computer model to simulate future groundwater flows. The BGWEMP plan for the coming years includes:

- taking weekly measurements of water levels in nine primary wells;
- gathering semiannual measurements of water levels in 170 primary wells;
- obtaining water levels in secondary wells from well owners or water Producers, the San Gabriel Valley Protective Association, Regional Water Quality Control Board, USEPA, and others;
- updating the database for water level data; and
- preparing semiannual groundwater contour maps of the entire Basin.

GROUNDWATER QUALITY MONITORING

CONTINUE BASINWIDE GROUNDWATER QUALITY MONITORING PROGRAM (BGWQMP)

The goal of the BGWQMP is to sample all production wells in the Basin at least once a year for VOCs and nitrates. The frequency of BGWQMP sampling complements the monitoring requirements under state law and supplements information gathered through Regional Water Quality Control Board source investigations and USEPA remedial investigations. The data collected by BGWQMP are used to plot maps showing the current locations and magnitude of contaminant levels.

CONTINUE TITLE 22 WATER QUALITY TESTING

Watermaster will continue performing state-mandated Title 22 water quality sampling of raw water from approximately 200 active wells in the Basin. Watermaster will also continue tracking regulations and informing local water purveyors when they need to take action on specific issues. Information from centralized water quality testing is added to Watermaster's water quality database, which contains data from many sources. The centralized testing enables Watermaster to spot trends that might otherwise go unnoticed and also lowers monitoring costs to Producers.

GROUNDWATER FLOW AND CONTAMINANT MIGRATION STUDIES

Groundwater level and quality data are entered into the Basin computer model, which simulates where contamination is projected to flow in the future. The goal is to project contaminant levels by areas in advance of the actual event, and identify remedial steps to be taken.

GROUNDWATER ELEVATION SIMULATIONS SHOW FUTURE PUMPING WILL NOT SIGNIFICANTLY CHANGE GROUNDWATER MOVEMENT

To determine the direction of groundwater flow through the Basin, Watermaster compiled the daily average 2003-04 production for each well, entered the data into the groundwater model, and simulated how production impacted water levels throughout the Basin. A simulation was then run using estimates for 2008-09. These simulations show that the estimated increase in groundwater production during the next five years will not significantly change the overall direction of Basin groundwater movement, which continues to flow generally from east to west to a pumping trough in the western portion of the Basin, and also northeast to southwest, exiting

through Whittier Narrows. The simulation for 2008-09 also shows localized pumping depressions in the Baldwin Park area, which are projected to be created by continuous groundwater pumping from extraction wells associated with the BPOU contaminant cleanup project. Contaminated groundwater from those wells will be treated at centralized treatment facilities and the DHS-permitted water will be provided for potable use.

SIMULATE IMPACTS OF GROUNDWATER PUMPING ON CONTAMINANT MIGRATIONS

Simulations similar to the ones described above were used to make the finding that pumping has no major adverse impacts on contaminant migration.

Actual groundwater quality data from 2003-04 and projected quality data from 2008-09 were entered into the groundwater model for the contamination migration studies. The computer model then simulated how the flow of water would affect the migration of contamination. The simulation showed that changes in groundwater flow did not have major impacts on the migration of contaminants. (Refer to Figures 9 and 10.)

GROUNDWATER CLEANUP PROJECTS

Watermaster coordinates and provides technical assistance on many cleanup projects in the Basin, but does not own or operate any cleanup facilities. Watermaster's involvement includes coordinating proposed USEPA cleanup programs with in-Basin water demands and providing assurance that projects are consistent with the Judgment.

REVIEW OF SECTION 28 APPLICATIONS

Section 28 of Watermaster's Rules and Regulations requires that Watermaster review every proposal to construct, destroy, or modify a well or build a treatment plant. This regulation is required to ensure that any new or increased extractions from the Basin, or any changes in production patterns, are consistent with contamination cleanup efforts and will not adversely affect Basin water quality.

Figure 9. SIMULATED 2003-04 BASIN GROUNDWATER CONTOURS

Simulations of the direction of groundwater flow in 2003-04 and projections for 2008-09 (on the following page) show that the estimated increase in groundwater pumping during this period does not significantly change the overall direction of Basin groundwater movement.

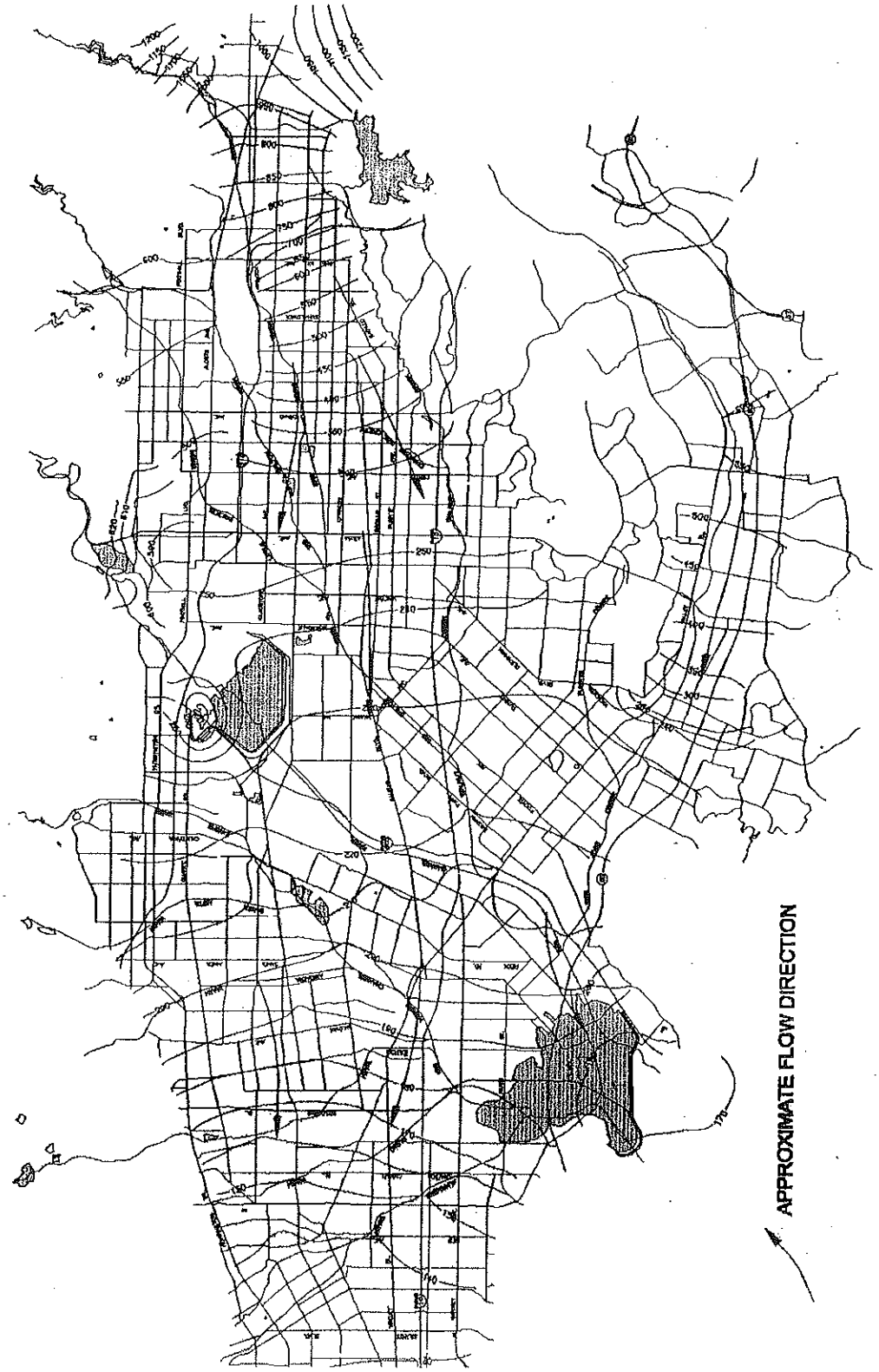
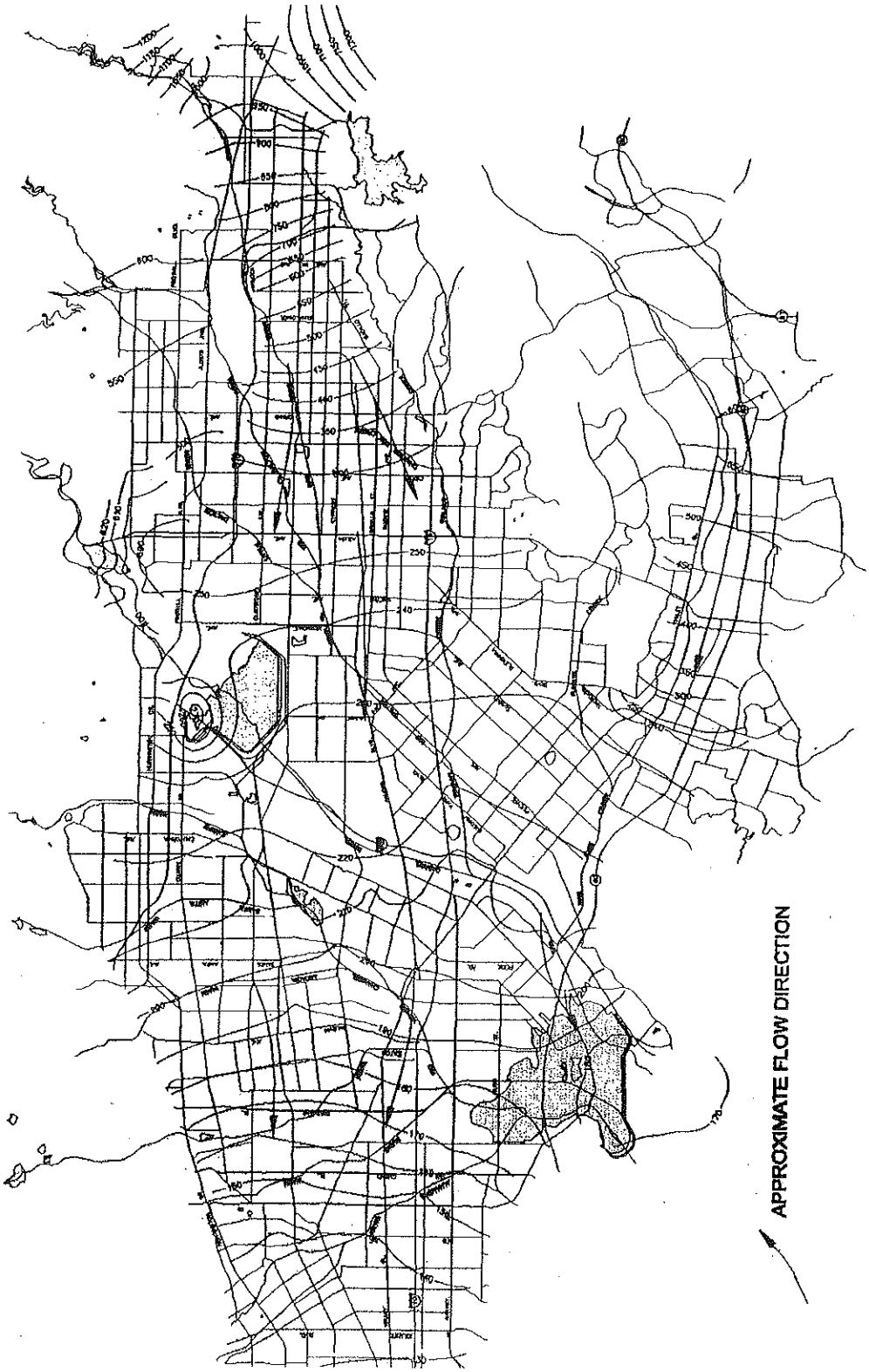


Figure 10. SIMULATED 2008-09
BASIN GROUNDWATER CONTOURS



WATERMASTER CLEANUP PROJECTS/USEPA OPERABLE UNIT PLANS

The USEPA established Operable Units for the various areas within the Basin that have been contaminated and require groundwater cleanup. The Operable Units are Area 3, Baldwin Park, Puente Valley, El Monte, South El Monte, and Whittier Narrows (See Figure 11). USEPA has established a methodical process that includes a review of the extent of contamination (Remedial Investigation), development of alternative cleanup plans (Feasibility Study) and selection of the most appropriate cleanup plan (Proposed Plan). Following these activities, the USEPA issues a report identifying the agreed upon Cleanup Plan (Record of Decision). Subsequently, the project facilities are designed and constructed.

With USEPA plans generally in place, it is now possible for Watermaster to develop solutions that will provide effective cleanup, meet local water supply needs, and conform to the USEPA plans.

The USEPA has made progress by identifying cleanup plans for nearly all the Operable Units. Unlike the USEPA, Watermaster is not only concerned with cleaning up the Basin, but also wants to meet the water supply needs of the region. With USEPA plans generally in place, Watermaster is working to develop solutions that not only provide effective cleanup and conform to the USEPA plans, but also meet local water supply needs.

This Five-Year Plan describes each of the Operable Units along with the proposed cleanup plan of the USEPA. In addition, the Plan describes the current and projected impacts on water supply caused by the contamination and the cleanup.

Watermaster intends to work with affected Producers and other local water agencies to implement cleanup of each Operable Unit as quickly as possible, with or without the cooperation of the Responsible Parties. Watermaster will continue to seek cost recovery from the Responsible Parties for any cleanup costs it incurs.

BALDWIN PARK OPERABLE UNIT

The Baldwin Park Operable Unit (BPOU) is a seven-mile-long, one-mile-wide area of groundwater contamination that lies east of the San Gabriel River, beginning north of the I-210 freeway in Azusa to below the I-10 freeway in Baldwin Park (see Figure 12). The contamination has primarily resulted from improper use and disposal of chemicals in the Azusa area. The contamination continues to spread generally in a southwesterly direction.

The USEPA originally issued its Record of Decision (ROD), or cleanup plan, for the Baldwin Park Operable Unit several years ago. The ROD calls for pumping and treating groundwater in the northern area, where contaminant concentrations are highest, and also in the southern area to limit further migration of contaminants. The ROD involves pumping and treating about 6,000 gallons per minute in the northern areas and 16,000 gallons per minute in the southern area. The ROD also recommends the use of existing water supply wells, treatment systems, and pipelines, when feasible. Importantly, the plan encourages adding the treated water to the potable supply, rather than simply recharging it back into the ground or disposing of it to storm drains.

Figure 11. LOCATION MAP OF USEPA OPERABLE UNITS

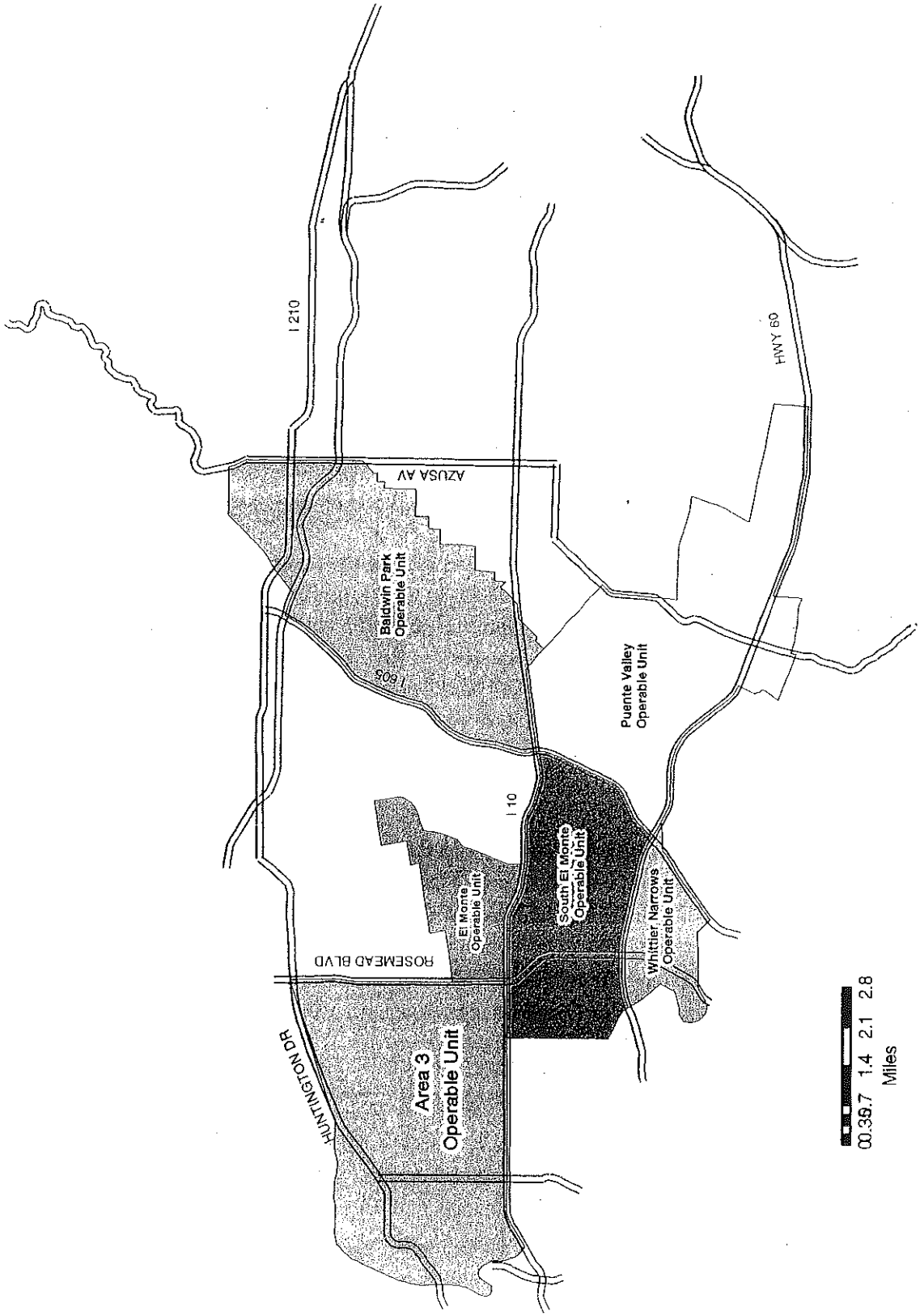


Figure 12. LOCATION MAP OF BPOU PROJECTS

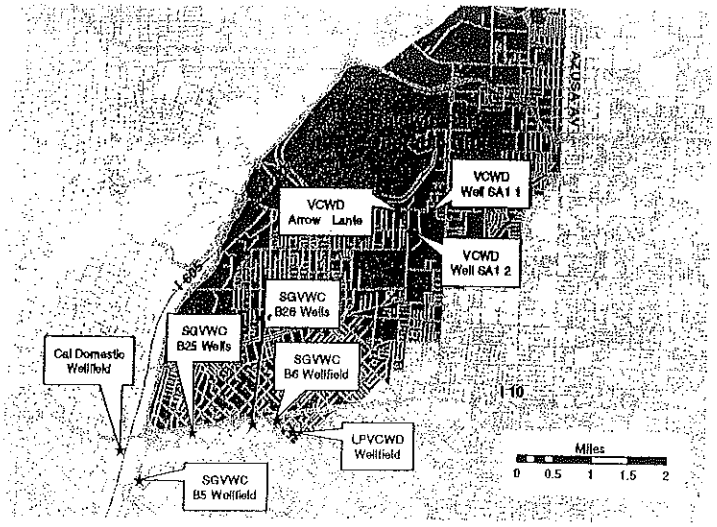


Figure 13. LOCATION MAP OF SEMOU PROJECTS

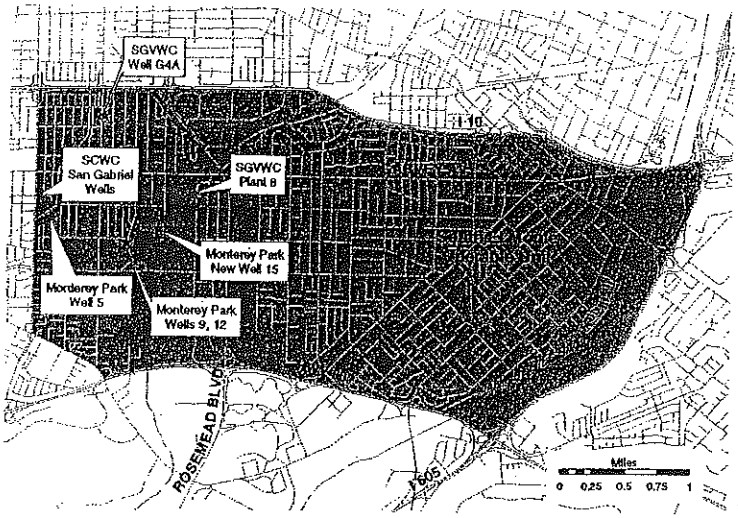


Figure 14. LOCATION MAP OF EMOU PROJECTS

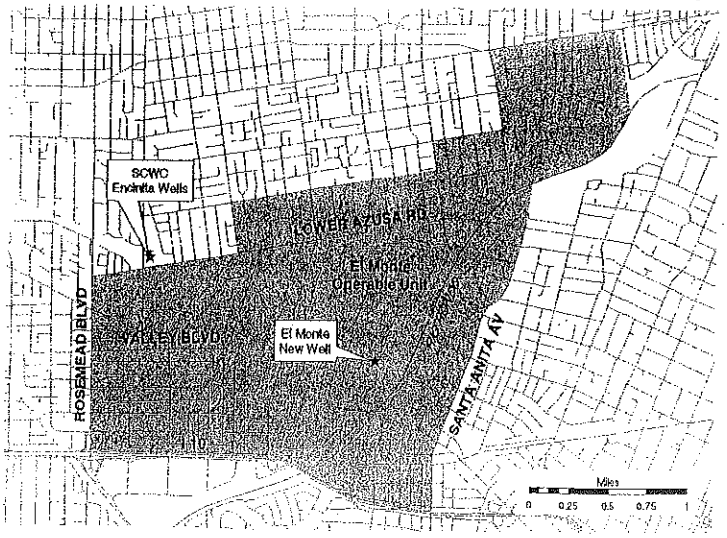


Figure 15. LOCATION MAP OF PVOU PROJECTS

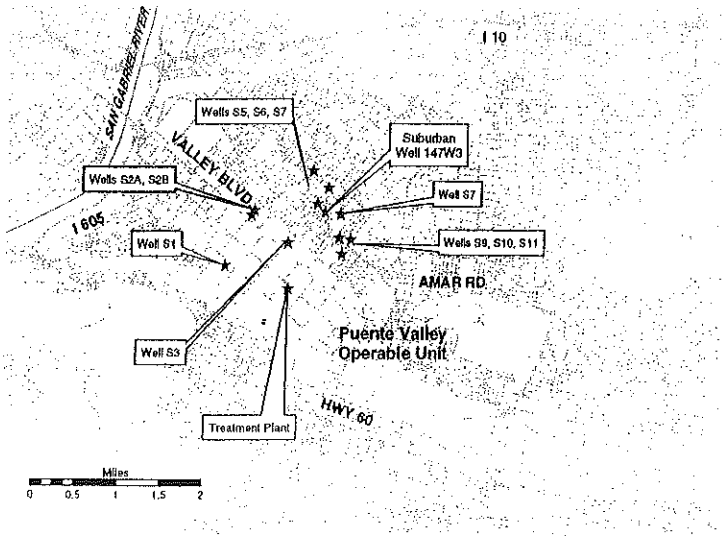


Figure 16. LOCATION MAP OF WNOU PROJECTS

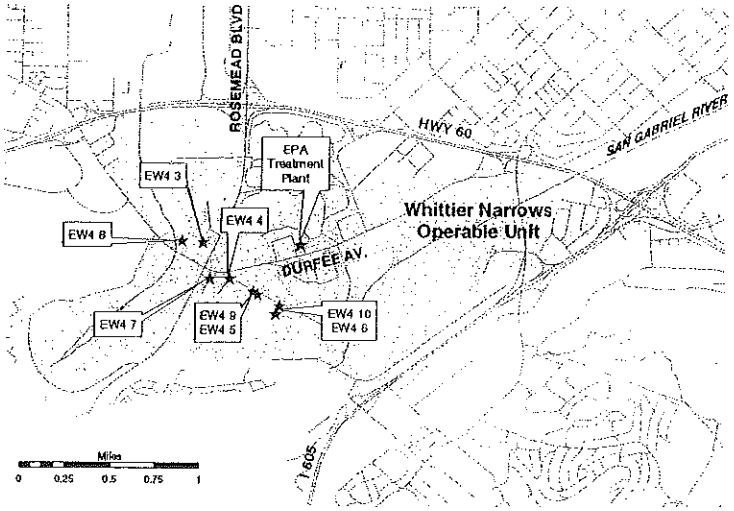
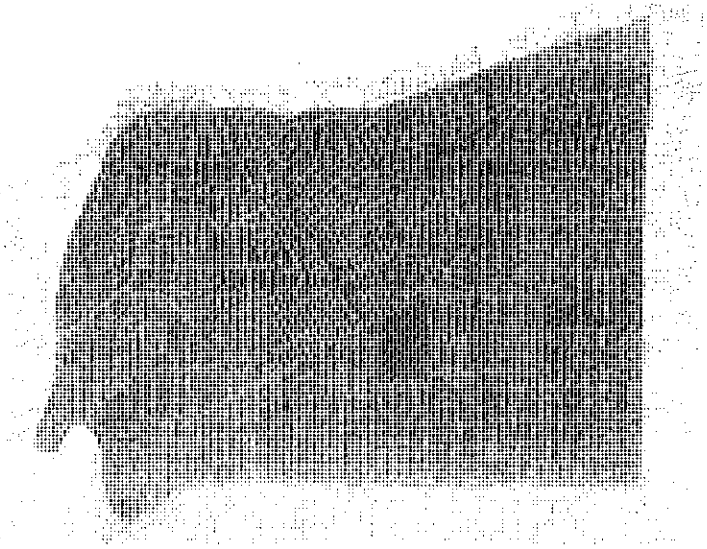


Figure 17. LOCATION MAP OF AREA 3 PROJECTS



Within the last few years, the discovery of the new contaminants perchlorate and NDMA has resulted in the shutdown of numerous treatment facilities that were designed by local water agencies to remove volatile organic compounds but not the new contaminants. Shutting down the treatment plants has allowed the contaminants to migrate southward into previously unaffected areas, in turn forcing the shutdown of other water supply wells.

In 2002, after several years of negotiation led by Watermaster, eight of the BPOU Responsible Parties (called Cooperating Respondents, or CRs) and seven water entities signed the BPOU Project Agreement. Under this landmark agreement, the CRs pay the cost to construct and operate the USEPA-required BPOU cleanup facilities for 15 years. Several water purveyors will own and operate the facilities as required by USEPA and will use the highly treated water in their water systems. The San Gabriel Basin Water Quality Authority (WQA) has obtained outside funds to help construct necessary treatment facilities, extraction wells and pipelines. Watermaster is providing project management and project coordination services.

Watermaster will continue to coordinate BPOU cleanup activities among the various parties over the next 13 years, including interfacing with USEPA, overseeing agreements between water purveyors to use the treated water, and providing accounting services to track Project costs and funds received. Following permitted operation of the BPOU Project facilities, Watermaster will coordinate collection of field data, such as water production, water quality and water levels, and will provide Project performance reports to USEPA.

The BPOU Project consists of four centralized treatment facilities with a combined extraction and treatment capacity of 25,900 gpm. Those treatment facilities are located at Valley County Water District's (VCWD) Lante Well site (7,800 gpm), San Gabriel Valley Water Company's (SGVWC) Plant B6 (7,800 gpm) and Plant B5 (7,800 gpm), and La Puente Valley County Water District's (LPVCWD) well site (2,500 gpm).

In the northerly portion of the BPOU, the VCWD Project consists of three extraction wells, including two new wells, pumping up to 7,800 gpm (average annual rate of 7,000 gpm) to a centralized treatment facility at the VCWD Lante Well site. The VCWD Project includes new raw water pipelines from Wells SA1-1 and SA1-2 to the treatment plant, which consists of separate facilities to treat VOCs, perchlorate, NDMA, and 1,4-dioxane. In addition, a treated water pipeline will provide at least 5,500 gpm of fully treated water to Suburban Water Systems to offset production lost from some of its wells; VCWD will use the remaining 1,500 gpm. The VCWD Project is anticipated to be operational by 2005. The location of the VCWD Project is shown on Figure 12.

In the southerly portion of the BPOU are three treatment projects—the LPVCWD treatment facility (2,500 gpm), SGVWC B6 Project (7,800 gpm), and SGVWC B5 Project (7,800 gpm). The location of these treatment facilities is shown on Figure 12.

The LPVCWD project is permitted by DHS and has been operational since March 2001. Treated water in excess of LPVCWD's needs is provided to Suburban Water Systems (SWS) to enable the treatment facility to be operated on a continuous basis.

The SGVWC B6 project, now operational and awaiting a DHS permit, consists of four new extraction wells and a centralized treatment facility that will treat up to 7,800 gpm (average annual rate of 7,000 gpm). The treatment facility will treat the contaminated groundwater for VOCs, perchlorate, NDMA, and 1,4-dioxane. Once the DHS permit is received in early 2005, the treated water will be provided to SGVWC customers.

The SGVWC B5 Project consists of one new extraction well along with two existing wells that will provide up to 7,800 gpm (average annual rate of 7,000 gpm) to a centralized treatment facility located at the SGVWC B5 site. The treatment facility will treat the contaminated water for VOCs, perchlorate, NDMA, and 1,4-dioxane. Following receipt of a permit from DHS, the treated water will be provided to City of Industry customers (1,200 gpm) and the balance provided to SGVWC customers. The SGVWC B5 Project is anticipated to be operational by spring 2006.

FIVE-YEAR BPOU WATER SUPPLY/CLEANUP PLAN

PROJECT	DESCRIPTION	VULNERABLE WELLS TARGETED	STATUS	EPA BPOU ROD	WATERMASTER ROLE DURING NEXT FIVE YEARS
1. LPVCWD	2,500 gpm Treatment Facility	LPVCWD Wells 2, 3, & 4 Potentially SWS 140W-3, 4 & 5	Complete 2000	Yes	Coordinate funding, data collection, performance reports for 2005-09
2. SGVWC	7,800 gpm Treatment Facility Plant B6	SGVWC B6C, B6D, B25A, B25B, B26A, B26B Potentially SGVWC B4B/B4C	To be completed 2004-05	Yes	Coordinate design, construction, permitting 2004-05. Coordinate funding, data collection, performance reports 2005-09
3. SGVWC	7,800 gpm Treatment Facility Plant B5	SGVWC B5A, B5B, B5E Potentially Industry 3, 4, & 5 Potentially Cal Domestic 2, 3, 5A, 6, 8 & 14	To be completed 2005-06	Yes	Coordinate design, construction, permitting 2004-06. Coordinate funding, data collection, performance reports 2006-09
4. VCWD	7,800 gpm Treatment Facility Lante	VCWD Arrow, Lante Maine East, Maine West Potentially SWS 139W-2, 4, 5 & 6	To be completed 2004-05	Yes	Coordinate design, construction, permitting 2004-05. Coordinate funding, data collection, performance reports 2005-09

The projects will ensure that there is an adequate water supply for the Baldwin Park Operable Unit area. These projects are consistent with the USEPA ROD, meet contaminant removal and containment requirements, and meet local water supply needs.

In addition to the USEPA-required BPOU facilities, several water purveyors have had to build treatment facilities at other wells within the BPOU area in order to meet water supply needs until the USEPA remedy prevents the continued spread of contamination. These additional facilities are shown below.

WELL OWNER TREATMENT PROJECTS IN THE BALDWIN PARK OPERABLE UNIT

OWNER	PROJECT	STATUS
1. California Domestic Water Company	Treatment Facility for Wells 3, 5A, 6& 14	Complete 2002
2. Suburban Water Systems	Treatment/blending projects for Well 140W-5	Complete 2003-04
3. Valley County Water District	Treatment Facilities for East Maine/West Maine Wells and East Nixon/West Nixon	Complete 2003-04

SOUTH EL MONTE OPERABLE UNIT

The South El Monte Operable Unit (SEMOU) covers approximately eight square miles in the south-central portion of the Basin. It is bounded by the I-10 Freeway, the 60 Freeway, the I-605 Freeway, and San Gabriel Boulevard. (See Figure 13). A ROD for the SEMOU was issued in 2000. In support of cleanup efforts, select Responsible Parties are currently working with impacted water purveyors and WQA in an effort to fund necessary water supply/cleanup projects. Watermaster continues to support these efforts.

The City of Monterey Park (Monterey Park) Wells No. 5 (1,900 gpm) and 9, 12, and 15 (4,500 gpm) were to be treated for VOCs only. During calendar years 2000 and 2001 when the treatment facilities for these wells were under design, perchlorate had been found above the detection level of 4 ppb, but below the Action Level at that time of 18 ppb. With implementation of the revised DHS Action Level of 4 ppb during January 2002, the existing permitted treatment facilities located at the site of Monterey Park Wells No. 5 and 12 were rendered inoperative. During March 2004 the perchlorate AL was raised to 6 ppb.

Monterey Park is working with DHS on a plan to treat both VOCs and perchlorate at its Well No. 5. That plan includes use of the existing liquid-phase granular activated carbon (LGAC) vessels and may be permitted during the winter of 2005. Monterey Park also has added a new perchlorate treatment system for its Wells No. 9, 12 and 15 that uses a disposable resin, as a supplement to the existing VOC treatment facility. This facility also employs LGAC vessels following the VOC and perchlorate treatment facilities. The modified 4,500 gallons per minute (gpm) treatment facility may be permitted by DHS during fall 2004.

The SGVWC Plant 8 VOC Treatment Facility has a capacity of 5,000 gpm and has been in operation since fiscal year 2001-02. No new compounds were detected during fiscal year 2003-04. VOC concentrations have risen in the groundwater. To ensure treatment facility operations are not impacted SGVWC has voluntarily initiated construction of supplemental VOC treatment at its Plant 8.

The Southern California Water Company (SCWC) VOC treatment facility at San Gabriel Wells No. 1 and 2 had been permitted and operating. However, with the establishment of the revised Perchlorate AL in 2002, SCWC voluntarily removed one of the wells from operation. SCWC is now installing a disposable resin system to remove perchlorate from that well. SCWC plans to have the modified treatment facility operational and permitted by DHS during fiscal year 2004-05.

FIVE-YEAR SEMOU WATER SUPPLY/CLEANUP PLAN

PROJECT	DESCRIPTION	STATUS
1. Monterey Park	New Well 15, 1,500 gpm; Wells 9 & 12 Treatment Plant, 4,500 gpm	Treatment Facility Complete in 2001-02. (Well 9 only) Well 12/15 Treatment Plant complete 2004-05
2. Monterey Park	Well 5 Treatment Plant, 1,900 gpm	Existing VOC Treatment Perchlorate treatment 2004-05
3. SGVWC	G4A Well Treatment Facility 775 gpm	To be completed 2004-05
4. SCWC	San Gabriel Wells 1 & 2 Treatment Facility 2,200 gpm	Treatment Facility complete in 2003-04 (SG1 only)
5. SGVWC	Plant 8 Treatment Facility 5,000 gpm	Treatment Facility complete in 2001-02 Additional Treatment Facility 2004-05

While funding negotiations proceed for the entire SEMOU, and USEPA carries out its characterization and enforcement process, water purveyors have proceeded with planned cleanup projects with assistance from WQA.

EL MONTE OPERABLE UNIT

The El Monte Operable Unit (EMOU) covers an area of about 10 square miles in the south-central portion of the Basin. It is bounded by the I-10 Freeway in the south, Rosemead Boulevard in the west, and Santa Anita Avenue and Rio Hondo on the east. The northern boundary generally follows Lower Azusa Road. (See Figure 14). While shallow contamination is found throughout the EMOU, deep (intermediate zone) contamination is found in the northwest and easterly area of the EMOU.

The USEPA's ROD for the EMOU includes numerous small, shallow extraction wells and treatment, along with two areas of deep extraction and treatment. Due to generally poor water quality in the area, the shallow groundwater will not be used for a potable supply. The deep extractions are recommended for potable use by the local water purveyors. The deep zone extraction and treatment in the northwest area is planned to be accomplished by the existing Encinita Well and Treatment Facility owned by Southern California Water Company. Deep zone extraction is also planned for new wells to be constructed at California-American Water Company's (CAWC) Blue Ribbon Wells No. 1 and No. 2 sites. The new extraction wells will pump to new LGAC vessels to remove VOCs.

During July 2002, USEPA issued an Explanation of Significant Differences (ESD), which indicated that perchlorate, NDMA, 1,4-dioxane, and hexavalent chromium had been detected in excess of DHS action levels. In the event water from extraction wells cannot be blended to acceptable levels, additional treatment facilities will need to be installed, significantly increasing cleanup costs. Thus far, extraction and treatment of VOCs at SCWC Encinita Plant has not been impacted.

Watermaster will continue to assist with data collection and permitting of facilities over the next five years.

The Five-Year Water Supply/Cleanup Plan for the EMOU is presented on the following table.

FIVE-YEAR EMOU WATER SUPPLY/CLEANUP PLAN

PROJECT	DESCRIPTION	STATUS
1. SCWC	Encinita Well and Treatment Facility 1,200 gpm	Project complete
2. CAWC	News Wells and Treatment Facility	Project negotiation 2004-05

PUENTE VALLEY OPERABLE UNIT

The Puente Valley Operable Unit (PVOU) lies in the southeastern portion of the Basin, essentially bounded by the 60 Freeway in the south, Azusa Avenue in the east, and the I-10 Freeway in the north. (See Figure 15.) The PVOU encompasses the Puente Valley, which is tributary to the southeasterly portion of the Basin. Contamination in the PVOU includes various VOCs. All aquifers within the PVOU (shallow, intermediate, and deep) are considered sources for municipal water supplies.

The USEPA has issued a ROD for the PVOU. The plan identified in the ROD includes extraction and treatment of groundwater within the shallow and intermediate zones from wells located in the center of the PVOU. The proposed location of shallow zone extraction wells is shown on Figure 15. Watermaster is currently working with local water entities to develop a plan to use water from the PVOU treatment facility for potable purposes. Watermaster and local water entities have proposed constructing additional treatment to remove low levels of perchlorate and providing the treated water to a local purveyor for potable use. The proposed USEPA project would discharge the treated water into a nearby channel for groundwater recharge.

The following table presents the Five-Year Water Supply/Cleanup Plan for the PVOU.

FIVE-YEAR PVOU WATER SUPPLY/CLEANUP PLAN

PROJECT	DESCRIPTION	VULNERABLE WELLS TARGETED	STATUS
SWS	Shallow Zone Treatment Facility	SWS Well 147W-3	To be completed 2004-05 Negotiation with Responsible Parties 2004-05

WHITTIER NARROWS OPERABLE UNIT

The Whittier Narrows Operable Unit (WNOU) is located in the south-central portion of the Basin. Most of the surface and groundwater flow out of the Basin travels through the WNOU, located roughly between the Narrows and the 60 Freeway, with foothills on the west and east boundaries. (See Figure 16). The WNOU has shown low to moderate levels of VOCs, with concentrations increasing in recent years. Contaminants that migrate through the WNOU will enter the Central Basin aquifer.

The USEPA has declared that the WNOU is a "fund-lead" project, meaning that the USEPA (with the state) will fund the design, construction, and operation of the remedy and will seek cost recovery from responsible parties later. The USEPA cleanup plan involves a series of shallow and intermediate zone extraction wells with treatment. The total extractions are estimated to be about 11,000 gallons per minute (5,000 gpm shallow and 6,000 gpm intermediate). All treated water is intended for potable use, although a small amount may be used for irrigation near the Narrows.

USEPA conducted startup testing of the WNOU treatment facility between February and June 2002. During that time USEPA and Watermaster negotiated a Water Production Agreement enabling USEPA to proceed with WNOU groundwater cleanup without adversely impacting Basin groundwater storage. During June 2002 USEPA began treating the full 11,000 gpm at the WNOU treatment facility. During fiscal year 2002-03 USEPA continued full operation of the treatment facility. During that time NDMA was detected in some of the shallow extraction wells, prolonging the testing and review process for the shallow zone water through June 2006. The City of Whittier has obtained a DHS permit to use the 6,000 gpm of treated intermediate zone water for municipal use instead of producing water from its existing wells. The City is negotiating with USEPA concerning the operation of the treatment facility.

USEPA intends to pursue a permit from DHS for potable use of shallow zone water over the next two years. The Water Production Agreement originally set to expire in May 2004 has been extended to accommodate that schedule. The following table presents the Five-Year Water Supply/Cleanup Plan for the WNOU.

FIVE-YEAR WNOU WATER SUPPLY/CLEANUP PLAN

PROJECT	DESCRIPTION	VULNERABLE WELLS TARGETED	STATUS	WATERMASTER ROLE
1. Shallow Extraction Project	EPA Wells, Pipe Treatment Facilities 5,000 gpm	Whittier 13, 15, 16, 17 & 18 Los Angeles County	Complete 2002. Potable operations 2006-07	Monitor groundwater production, assist with data collection 2005-09
2. Intermediate Extraction Project	EPA Wells, Pipe Treatment Facilities 6,000 gpm	SWS 201W-2, 4, 5 & 6 Whittier 13, 15, 16, 17 & 18	Complete 2002. Potable operations 2004-05	Monitor groundwater production, assist with data collection 2005-09

AREA 3 OPERABLE UNIT

The Area 3 Operable Unit is located in the westerly portion of the Basin. It is generally bounded on the south by the 10 Freeway, on the east by Rosemead Boulevard, on the North by Huntington Drive and on the west by the boundary of the Main Basin (see figure 17).USEPA has installed five monitoring wells to collect water quality data to supplement data collected from water supply wells. USEPA has initiated a Remedial Investigation and Feasibility Study to identify the extent of the contamination and to evaluate appropriate cleanup remedies.

PRODUCERS' WATER SUPPLY PLANS

Watermaster's Water Quality Protection Plan provides early warning to Producers in the event that wells are found to exceed drinking water quality standards. The Plan also contains pre-analyzed suggestions to the Producers for responding to the presence of contaminants.

Watermaster will continue providing the following services to assist Producers in meeting water demand

WATER SUPPLY PLANS TO MEET PROJECTED DEMANDS

Water Producers propose to construct 15 new wells, build 7 treatment plants, and reactivate three wells during the next five years. Watermaster will continue providing the following services to assist Producers in meeting water demand:

- investigate all new or increased water extractions;
- provide computer modeling and technical support on treatment issues concerning the impact of extractions on contaminant migration;
- prioritize areas requiring further investigation, and coordinate with Producers on water supply modifications; and
- direct changes in pumping or treatment as necessary.

CONDUCT STUDIES, MONITORING AND INVESTIGATIONS

The Main San Gabriel Groundwater Basin is very complex, covering 167 square miles and holding about 2.8 trillion gallons of water. Water enters the Basin from countless natural and man-made locations, and is extracted from over 200 wells operated by dozens of independent Producers. Watermaster conducts special studies to identify projected water demands and to increase understanding of the Basin, so that it can be managed in a way that preserves and improves its water supply and quality.

LANDFILL INSPECTIONS

Watermaster continues conducting on-site inspections of area landfills to ensure they are operated in a way that does not allow contaminants to seep into the groundwater.

Identify and Reduce Potential Sources of Contamination

Cooperate with the Regional Water Quality Control Board

Since 1993, Watermaster has obtained information from the Regional Water Quality Control Board (RWQCB) about sources of VOC contamination in the Basin that is collected as part of the RWQCB investigations of potential contaminated sites. The information includes a description of all potential sources of contamination investigated by the RWQCB, including:

- maps showing the location of all investigation sites;
- available cause-and-effect relationships between pollution sources and contaminated wells; and
- plans and tentative schedules to abate the source of pollution and to clean up the soil and water.

This information is used in Watermaster's Section 28 process to help evaluate changes in pumping practices in relation to known contamination sources.

Watermaster has reviewed a large amount of information gathered in RWQCB files and entered it into a database. Currently the information is being used to identify locations with shallow levels of MTBE contamination to determine if the contamination could spread into drinking water wells. Watermaster was able to identify potentially vulnerable wells, notify affected purveyors, and develop preventive measures.

Aquifer Performance Tests

Watermaster has developed a groundwater flow model for the entire Basin that assists in evaluating the potential impacts of changes in groundwater production.

Although Watermaster completed its three-year Aquifer Performance Test investigation, additional tests will be conducted as required for Section 28 applications or for other needs. The tests provide information on the characteristics of the aquifer, such as transmissivity, hydraulic conductivity, and coefficient of storage. The information gathered on aquifer characteristics will support cleanup activities, including groundwater model development and calibration. (See Appendix D.)

Directory To Appendices

The Following Appendices Are Found in This Section:

A. Projected Groundwater Demands from 2004-05 to 2008-09

B. Simulated Changes in Groundwater Elevations at Wells or Wellfields in Main San Gabriel Basin

C. Highlights of Volatile Organic Compounds and Nitrate Concentrations and Wells Vulnerable to Contamination

D. Potential Sites for Aquifer Performance Tests

E. Schedule and Preliminary Budget for 2004-05 Five-Year Plan

APPENDIX G

WATER RATE SCHEDULE

WATER RATES AND SERVICE CHARGES
Effective July 1, 2005
(Wholesale)

Our Water Sales are billed monthly and due upon presentation. The bills include:

1. READY-TO-SERVE Rate:

METER SIZE	R.T.S.	METER SIZE	R.T.S.
5/8" & ¾"	$3.70	4"	$61.50
1"	$6.15	6"	$123.00
1 ½"	$12.30	8"	$196.80
2"	$19.68	10"	$282.90
3"	$36.90	12" & larger	$405.90

2. WATER QUANTITY RATES BY LIFT:

QUANTITY (per ccf) LIFT:	1W	1E	2E
0 to 436 ccf	$1.00	$1.10	$1.32
437 ccf and greater:			
Up to Shareholder Entitlement	$ .32	$ .50	$ .68
In Excess of Shareholder Entitlement	$ .13	$ .19	$ .25

3. CAPITAL IMPROVEMENT COMPONENT:
Effective January 1, 2006, all water sales to Suburban Water Systems, the City of La Habra, and the City of Brea will be assessed an additional $87.12 per acre foot to fund the Capital Improvement Program approved by the Board of Directors May 20, 2005. This fee will remain in effect until the improvements are completed and the ensuing debt service is satisfied; estimated to be June 30, 2011.

4. ASSESSMENT to remain at $23.00/share billed 3 times during the year (April, August and December).

5. PENALTY:
The Penalty for Delinquent payment of water billings is 5% of the unpaid balance. Billings are due and payable upon presentation. Billings become delinquent if they are not paid by the end of the month following the date of the billing.

5. FEES:
Fees are situation charges applied to cover a portion of the administrative costs caused by the situation.

Stock Transfer Fee	$25.00 per transaction
Returned Check Fee	$10.00 per check

Approved by the Board of Directors, June 24, 2005

APPENDIX H

WATER USE PROJECTIONS

California Domestic Water Company

MEMORANDUM

TO: Upper San Gabriel Valley Municipal Water District
Attn: Timothy Jochem, General Manager

FROM: California Domestic Water Company

SUBJECT: Urban Water Management Plan

DATE: August 23, 2005

California Domestic Water Company (CDWC) is currently in the process of preparing a 2005 UWMP. As an urban water supplier, CDWC is required pursuant to Section 10631 (k) of the Urban Water Management Planning Act to *"provide the wholesale agency with water use projections from that agency for that source of water in five-year increments to 20 years as far as data is available."* The following tabulation is a summary of CDWC's projected water demand in acre-feet:

	05-06	09-10	14-15	19-20	24-25
Jul-Sept	7,000	7,500	7,500	7,500	7,500
Oct-Dec	5,000	6,000	6,000	6,000	6,000
Jan-Mar	4,200	4,200	4,200	4,200	4,200
Apr-Jun	6,500	7,500	7,500	7,500	7,500
Total	22,700	25,200	25,200	25,200	25,200

If you have any questions regarding the CDWC's 2005 UWMP please contact our consultants, Stetson Engineers Inc., at (626) 967-9202.

15505 E Whittier Blvd. • PO Box 1338 • Whittier, CA 90609-1338 • Tel 562-947-3811 • Fax 562-947-8843

California Domestic Water Company

MEMORANDUM

TO: Suburban Water Systems
Attn: Dan Evans

FROM: California Domestic Water Company

SUBJECT: Urban Water Management Plan

DATE: August 23, 2005

California Domestic Water Company (CDWC) is currently in the process of preparing a 2005 UWMP. As a wholesale agency, CDWC is required pursuant to Section 10631 (k) of the Urban Water Management Planning Act to "*provide information to the urban water supplier for inclusion in the urban water supplier's plan that identifies and quantifies, to the extent practicable, the existing and planned sources of water as required by subdivision (b), available from the wholesale agency to the urban water supplier over the same five-year increments, and during various water-year types in accordance with subdivision (c).*" The following tabulation is a summary of CDWC's projected water production in acre-feet:

	05-06	09-10	14-15	19-20	24-25
Jul-Sept	7,000	7,500	7,500	7,500	7,500
Oct-Dec	5,000	6,000	6,000	6,000	6,000
Jan-Mar	4,200	4,200	4,200	4,200	4,200
Apr-Jun	6,500	7,500	7,500	7,500	7,500
Total	22,700	25,200	25,200	25,200	25,200

If you have any questions regarding the CDWC's 2005 UWMP please contact our consultants, Stetson Engineers Inc., at (626) 967-9202.

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California Domestic Water Company

MEMORANDUM

TO: City of La Habra
Attn: City Clerk

FROM: California Domestic Water Company

SUBJECT: Urban Water Management Plan

DATE: August 23, 2005

California Domestic Water Company (CDWC) is currently in the process of preparing a 2005 UWMP. As a wholesale agency, CDWC is required pursuant to Section 10631 (k) of the Urban Water Management Planning Act to "*provide information to the urban water supplier for inclusion in the urban water supplier's plan that identifies and quantifies, to the extent practicable, the existing and planned sources of water as required by subdivision (b), available from the wholesale agency to the urban water supplier over the same five-year increments, and during various water-year types in accordance with subdivision (c).*" The following tabulation is a summary of CDWC's projected water production in acre-feet:

	05-06	09-10	14-15	19-20	24-25
Jul-Sept	7,000	7,500	7,500	7,500	7,500
Oct-Dec	5,000	6,000	6,000	6,000	6,000
Jan-Mar	4,200	4,200	4,200	4,200	4,200
Apr-Jun	6,500	7,500	7,500	7,500	7,500
Total	22,700	25,200	25,200	25,200	25,200

If you have any questions regarding the CDWC's 2005 UWMP please contact our consultants, Stetson Engineers Inc., at (626) 967-9202.

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California Domestic Water Company

MEMORANDUM

TO: City of Brea
Attn: City Clerk

FROM: California Domestic Water Company

SUBJECT: Urban Water Management Plan

DATE: August 23, 2005

California Domestic Water Company (CDWC) is currently in the process of preparing a 2005 UWMP. As a wholesale agency, CDWC is required pursuant to Section 10631 (k) of the Urban Water Management Planning Act to "*provide information to the urban water supplier for inclusion in the urban water supplier's plan that identifies and quantifies, to the extent practicable, the existing and planned sources of water as required by subdivision (b), available from the wholesale agency to the urban water supplier over the same five-year increments, and during various water-year types in accordance with subdivision (c).*" The following tabulation is a summary of CDWC's projected water production in acre-feet:

	05-06	09-10	14-15	19-20	24-25
Jul-Sept	7,000	7,500	7,500	7,500	7,500
Oct-Dec	5,000	6,000	6,000	6,000	6,000
Jan-Mar	4,200	4,200	4,200	4,200	4,200
Apr-Jun	6,500	7,500	7,500	7,500	7,500
Total	22,700	25,200	25,200	25,200	25,200

If you have any questions regarding the CDWC's 2005 UWMP please contact our consultants, Stetson Engineers Inc., at (626) 967-9202.

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APPENDIX I

WATER SHORTAGE CONTINGENCY RESOLUTION (TO BE PROVIDED SEPARATELY)

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