Appendix A
UWMP Checklist

Urban Water Management Plan Checklist by Subject

No.	UWMP requirement [a]	Calif. Water Code reference	Additional clarification	UWMP location
PLAN PREPARATION				
4	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.	10620(d)(2)		1-4
6	Notify, at least 60 days prior to the public hearing on the plan required by Section 10642, any city or county within which the supplier provides water that the urban water supplier will be reviewing the plan and considering amendments or changes to the plan. Any city or county receiving the notice may be consulted and provide comments.	10621(b)		1-4
7	Provide supporting documentation that the UWMP or any amendments to, or changes in, have been adopted as described in Section 10640 et seq.	10621(c)		1-4 to 1-5, Appendix C
54	Provide supporting documentation that the urban water management plan has been or will be provided to any city or county within which it provides water, no later than 60 days after the submission of this urban water management plan.	10635(b)		1-5
55	Provide supporting documentation that the water supplier has encouraged 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.	10642		1-3 to 1-4
56	Provide supporting documentation that the urban water supplier made the plan available for public inspection and held a public hearing about the plan. For public agencies, the hearing notice is to be provided pursuant to Section 6066 of the Government Code. The water supplier is to provide the time and place of the hearing to any city or county within which the supplier provides water. Privately-owned water suppliers shall provide an equivalent notice within its service area.	10642		1-4, Appendix B
57	Provide supporting documentation that the plan has been adopted as prepared or modified.	10642		1-4 to 1-5, Appendix C
58	Provide supporting documentation as to how the water supplier plans to implement its plan.	10643		Throughout document

No.	UWMP requirement [a]	Calif. Water Code reference	Additional clarification	UWMP location
59	Provide supporting documentation that, in addition to submittal to DWR, the urban water supplier has submitted this UWMP to the California State Library and any city or county within which the supplier provides water supplies a copy of its plan no later than 30 days after adoption. This also includes amendments or changes.	10644(a)		1-5
60	Provide supporting documentation that, not later than 30 days after filing a copy of its plan with the department, the urban water supplier has or will make the plan available for public review during normal business hours	10645		1-5
SYSTEM DESCRIPTION				
8	Describe the water supplier service area.	10631(a)		2-1 to 2-3
9	Describe the climate and other demographic factors of the service area of the supplier	10631(a)		2-4 to 2-5
10	Indicate the current population of the service area	10631(a)	Provide the most recent population data possible. Use the method described in "Baseline Daily Per Capita Water Use." See Section M.	2-4 to 2-5
11	Provide population projections for 2015, 2020, 2025, and 2030, based on data from State, regional, or local service area population projections.	10631(a)	2035 and 2040 can also be provided to support consistency with Water Supply Assessments and Written Verification of Water Supply documents.	2-4 to 2-5
12	Describe other demographic factors affecting the supplier's water management planning.	10631(a)		2-4 to 2-5
SYSTEM DEMANDS				
1	Provide baseline daily per capita water use, urban water use target, interim urban water use target, and compliance daily per capita water use, along with the bases for determining those estimates, including references to supporting data.	10608.20(e)		3-5 to 3-8
2	*Wholesalers:* Include an assessment of present and proposed future measures, programs, and policies to help achieve the water use reductions. *Retailers:* Conduct at least one public hearing that includes general discussion of the urban retail water supplier's implementation plan for complying with the Water Conservation Bill of 2009.	10608.36 10608.26(a)	Retailers and wholesalers have slightly different requirements	1-4 to 1-5; Appendix B

No.	UWMP requirement [a]	Calif. Water Code reference	Additional clarification	UWMP location
3	Report progress in meeting urban water use targets using the standardized form.	10608.40		N/A in 2010
25	Quantify past, current, and projected water use, identifying the uses among water use sectors, for the following: (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, conjunctive use, and (I) agriculture.	10631(e)(1)	Consider 'past' to be 2005, present to be 2010, and projected to be 2015, 2020, 2025, and 2030. Provide numbers for each category for each of these years.	3-1 to 3-3
33	Provide documentation that either the retail agency provided the wholesale agency with water use projections for at least 20 years, if the UWMP agency is a retail agency, OR, if a wholesale agency, it provided its urban retail customers with future planned and existing water source available to it from the wholesale agency during the required water-year types	10631(k)	Average year, single dry year, multiple dry years for 2015, 2020, 2025, and 2030.	4-13, 5-5 to 5-7
34	Include projected water use for single-family and multifamily residential housing needed for lower income households, as identified in the housing element of any city, county, or city and county in the service area of the supplier.	10631.1(a)		3-3 to 3-4
SYSTEM SUPPLIES				
13	Identify and quantify the existing and planned sources of water available for 2015, 2020, 2025, and 2030.	10631(b)	The 'existing' water sources should be for the same year as the "current population" in line 10. 2035 and 2040 can also be provided.	4-28 to 4-29
14	Indicate whether groundwater is an existing or planned source of water available to the supplier. If yes, then complete 15 through 21 of the UWMP Checklist. If no, then indicate "not applicable" in lines 15 through 21 under the UWMP location column.	10631(b)	Source classifications are: surface water, groundwater, recycled water, storm water, desalinated sea water, desalinated brackish groundwater, and other.	4-3
15	Indicate whether a groundwater management plan been adopted by the water supplier or if there is any other specific authorization for groundwater management. Include a copy of the plan or authorization.	10631(b)(1)		4-4 to 4-5
16	Describe the groundwater basin.	10631(b)(2)		4-3 to 4-9
17	Indicate whether the groundwater basin is adjudicated? Include a copy of the court order or decree.	10631(b)(2)		4-4

No.	UWMP requirement [a]	Calif. Water Code reference	Additional clarification	UWMP location
18	Describe the amount of groundwater the urban water supplier has the legal right to pump under the order or decree. If the basin is not adjudicated, indicate “not applicable” in the UWMP location column.	10631(b)(2)		4-4 to 4-11
19	For groundwater basins that are not adjudicated, provide information as to whether DWR 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. If the basin is adjudicated, indicate “not applicable” in the UWMP location column.	10631(b)(2)		N/A
20	Provide a detailed description and analysis of the location, amount, and sufficiency of groundwater pumped by the urban water supplier for the past five years	10631(b)(3)		4-5 to 4-11
21	Provide a detailed description and analysis of the amount and location of groundwater that is projected to be pumped.	10631(b)(4)	Provide projections for 2015, 2020, 2025, and 2030.	4-5 to 4-11, 4-28
24	Describe the opportunities for exchanges or transfers of water on a short-term or long-term basis.	10631(d)		4-26 to 4-27
30	Include a detailed description of all water supply projects and programs that may be undertaken by the water supplier to address water supply reliability in average, single-dry, and multiple-dry years, excluding demand management programs addressed in (f)(1). Include specific projects, describe water supply impacts, and provide a timeline for each project.	10631(h)		4-28 to 4-29
31	Describe desalinated water project opportunities for long-term supply, including, but not limited to, ocean water, brackish water, and groundwater.	10631(i)		4-27
44	Provide information on recycled water and its potential for use as a water source in the service area of the urban water supplier. Coordinate with local water, wastewater, groundwater, and planning agencies that operate within the supplier's service area.	10633		4-19 to 4-26
45	Describe 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.	10633(a)		4-19 to 4-21

No.	UWMP requirement [a]	Calif. Water Code reference	Additional clarification	UWMP location
46	Describe the quantity of treated wastewater that meets recycled water standards, is being discharged, and is otherwise available for use in a recycled water project.	10633(b)		4-19 to 4-21
47	Describe the recycled water currently being used in the supplier's service area, including, but not limited to, the type, place, and quantity of use.	10633(c)		N/A
48	Describe and quantify the potential uses of recycled water, including, but not limited to, agricultural irrigation, landscape irrigation, wildlife habitat enhancement, wetlands, industrial reuse, groundwater recharge, indirect potable reuse, and other appropriate uses, and a determination with regard to the technical and economic feasibility of serving those uses.	10633(d)		4-20 to 4-26
49	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.	10633(e)		4-25 to 4-26
50	Describe the 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.	10633(f)		4-23 to 4-25
51	Provide 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.	10633(g)		4-19 to 4-26
WATER SHORTAGE RELIABILITY AND WATER SHORTAGE CONTINGENCY PLANNING [b]				
5	Describe water management tools and options to maximize resources and minimize the need to import water from other regions.	10620(f)		4-3 to 4-29; 5-4 to 5-7
22	Describe the reliability of the water supply and vulnerability to seasonal or climatic shortage and provide data for (A) an average water year, (B) a single dry water year, and (C) multiple dry water years.	10631(c)(1)		5-3 to 5-7
23	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.	10631(c)(2)		5-3 to 5-4
35	Provide an urban water shortage contingency analysis that specifies stages of action, including up to a 50-percent water supply reduction, and an outline of specific water supply conditions at each stage	10632(a)		5-9 to 5-12

No.	UWMP requirement [a]	Calif. Water Code reference	Additional clarification	UWMP location
36	Provide 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.	10632(b)		5-7 to 5-8
37	Identify 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.	10632(c)		5-8 to 5-9
38	Identify 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.	10632(d)		5-9 to 5-11
39	Specify 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.	10632(e)		5-9 to 5-11
40	Indicated penalties or charges for excessive use, where applicable.	10632(f)		5-12 to 5-13
41	Provide 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.	10632(g)		5-13
42	Provide a draft water shortage contingency resolution or ordinance.	10632(h)		Appendix G
43	Indicate a mechanism for determining actual reductions in water use pursuant to the urban water shortage contingency analysis.	10632(i)		5-13
52	Provide information, to the extent practicable, relating to the quality of existing sources of water available to the supplier over the same five-year increments, and the manner in which water quality affects water management strategies and supply reliability	10634	For years 2010, 2015, 2020, 2025, and 2030	4-8 to 4-10, 4-12, 4-14 to 4-15, 4-26,5-3, 5-5 to 5-6

No.	UWMP requirement [a]	Calif. Water Code reference	Additional clarification	UWMP location
53	Assess the water supply reliability during normal, dry, and multiple dry water years by comparing 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. Base the assessment on the information compiled under Section 10631, including available data from state, regional, or local agency population projections within the service area of the urban water supplier.	10635(a)		5-4 to 5-7
DEMAND MANAGEMENT MEASURES				
26	Describe how each water demand management measures is being implemented or scheduled for implementation. Use the list provided.	10631(f)(1)	Discuss each DMM, even if it is not currently or planned for implementation. Provide any appropriate schedules.	6-2 to 6-9
27	Describe the methods the supplier uses to evaluate the effectiveness of DMMs implemented or described in the UWMP.	10631(f)(3)		6-2 to 6-9
28	Provide 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 ability to further reduce demand.	10631(f)(4)		6-2
29	Evaluate each water demand management measure that is not currently being implemented or scheduled for implementation. The evaluation should include economic and non-economic factors, cost-benefit analysis, available funding, and the water suppliers' legal authority to implement the work.	10631(g)	See 10631(g) for additional wording.	N/A
32	Include the annual reports submitted to meet the Section 6.2 requirements, if a member of the CUWCC and signer of the December 10, 2008 MOU.	10631(j)	Signers of the MOU that submit the annual reports are deemed compliant with Items 28 and 29.	Appendix H

a The UWMP Requirement descriptions are general summaries of what is provided in the legislation. Urban water suppliers should review the exact legislative wording prior to submitting its UWMP.

b The Subject classification is provided for clarification only. It is aligned with the organization presented in Part I of this guidebook. A water supplier is free to address the UWMP Requirement anywhere with its UWMP, but is urged to provide clarification to DWR to facilitate review.

Appendix B
Public Hearing and Comments

8112-402-881000-0799

Notice of Public Hearing

Notice is hereby given that a public hearing on the adoption of the City of Pasadena's 2010 Urban Water Management Plan will be held:

Date: June 6, 2011

Time: 7:30 PM

Place: Council Chamber, Pasadena City Hall
100 North Garfield Avenue, Room S249
Pasadena, CA 91109

The purpose of the hearing is for the Pasadena City Council to consider staff's recommendation to adopt the City of Pasadena's 2010 Urban Water Management Plan (Plan). All interested parties will have an opportunity to give written and oral comment at the time and place indicated above.

The Plan was prepared pursuant to the Urban Water Management Planning Act, California Water Code Sections 10608 through 10656. The California Department of Water Resources requires that every urban water supplier shall prepare and adopt an urban water management plan every five years. The purpose of the Plan is to support Pasadena's long-term resource planning and ensure adequate water supplies are available to meet existing and future water demands. The Plan consists of the following topics: Supply Service Area, Water Supply and Demand Comparison, Demand Management and Conservation, Water Supply Reliability, Water Quality Impacts on Reliability, Wastewater and Recycled Water, and Water Shortage Contingency Plan. A draft of the Plan will be available for review on April 29, 2011 online at www.pwpweb.com/UWMP.

For information, please call (626) 744-4465.

APPROVED AS TO FORM:
This 31 day of Mar, 20 11
By
Assistant City Attorney

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For information, please call (626) 744-4465.

Publish: April 6 & 13, 2011
Pasadena Star News Ad #180281

Public Comments Received on Pasadena Water and Power 2010 Urban Water Management Plan

Comment	Response
Los Angeles County Sanitation Districts: Page 4-20 (a) 2nd paragraph, 1st sentence: The San Jose Creek WRP is located approximately 22 miles southeast (not southwest) of Pasadena near the City of Industry. (b) 2nd paragraph, 2nd sentence: The treatment capacity of San Jose Creek is 100 mgd and the current wastewater volume of treatment is about 70 mgd. (c) 2nd paragraph, 3rd sentence: Of the 70 mgd of recycled water produced, about 39 mgd of the recycled water is used at 93 sites.	Text revised to reflect corrections.
Pasadena EAC member Michael Brady: If we are meeting/exceeding our conservation goal, is the pipeline to transfer water to Eaton Canyon still needed?	The proposed pipeline is a component of the Devil's Gate Surface Diversion project and will maximize local supplies by diverting water from the Arroyo Seco to Eaton Canyon for groundwater replenishment. The project is included in the preferred portfolio of projects identified in the WIRP and the planned supply is included in the UWMP water supply reliability analysis.
Pasadena EAC member Roger Gray and Bryan Reese: Explain why UWMP is dated "2010" when it is being prepared in 2011.	The 2010 UWMPs must be adopted by July 1, 2011 and submitted to DWR by August 1, 2011. Usually, UWMPs are due on December 31 of years ending in 0 and 5, but a 6-month extension has been granted for submittal of the 2010 UWMP to provide additional time for water suppliers to address the SBX7 7 (Water Conservation Bill) requirements.
Pasadena EAC member Gabrielle C. Woods: Why are we/the State setting goals to reduce water use?	Governor Schwarzenegger in his 20x2020 Plan determined that for California to continue to have enough water to support its growing population, it needs to reduce the amount of water each person uses per day (measured in gallons per capita per day). This reduction of 20 percent per capita use by the year 2020 is supported by legislation passed in November 2009 SB x 7_7.
Pasadena EAC member Gabrielle C. Woods: What about climate change? How does the report address the issue?	Climate change is addressed in Section 7 of the UWMP. Projects discussed in the UWMP will help PWP adapt to the effects of climate change, as well as provide mitigation benefits. For example, the implementation of planned projects will reduce PWP's reliance on imported water which is most vulnerable to climate change.
Pasadena EAC member Gabrielle C. Woods: How do we compare to other agencies in terms of % imports versus % local supply?	PWP likely falls somewhere in the middle. PWP obtains water from the Raymond Basin aquifer and imported water from MWD. Historically, Raymond Basin groundwater has accounted for approximately 40 percent of the total PWP water production, while approximately 60 percent of the demands are met from imported MWD water. Local surface water is captured to recharge the groundwater basin.
Pasadena EAC member Michael Brady: The report's assumption that local and imported supplies are not likely to be simultaneously unavailable is erroneous.	Supply reliability was analyzed under 3 categories of hydrologic conditions. Under these cases, the report projects that there will be no shortage of supply by assuming that imported water can

Comment	Response
	meet the difference between water demands (with planned conservation) and local water supplies (including recycled water). It is acknowledged that there are an indefinite number of other scenarios that could be considered; however, the goal of planned projects identified in the WIRP and included in the UWMP is to maximize water supply reliability given the resources, including financial, that are available. The WIRP acknowledges that the future may unfold differently than planned and that adaptive implementation may be required to meet changing conditions.
Pasadena City Council member Steve Madison: 1. Are PWP's per capita water use calculations based on 2010 Census data? 2. Do the per capita water use calculations overstate or understate population? 3. How does PWP's per capita water use compare with other agencies?	No, the census data was not published when the UWMP was prepared. The calculations are based on population reporting by SCAG which overstates Pasadena's population. PWP's baseline per capita water use of 210 gpcd is high; however, conservation efforts of recent years have brought the per capita use down. Also, many agencies include reclaimed water in their mix which lowers their calculated per capita water use.

Appendix C
Resolution of Adoption

RESOLUTION NO. 9122

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PASADENA ADOPTING THE 2010 URBAN WATER MANAGEMENT PLAN

WHEREAS, the California Legislature enacted the Urban Water Management Planning Act (California Water Code, Section 10608 through 10656) during the 1983-1984 Regular Session, and as amended subsequently, which requires that every urban water supplier that provides water to more than 3,000 customers or supplying more than 3,000 acre-feet of water annually shall prepare and adopt an urban water management plan; and

WHEREAS, the City of Pasadena (City) is an urban supplier of water providing water to a population of 175,957; and

WHEREAS, the City's Urban Water Management Plan (UWMP) must be adopted by July 1, 2011, after public review and hearing, and filed with the California Department of Water Resources within thirty days of adoption; and

WHEREAS, the City has therefore, prepared and circulated for public review a draft UWMP, and a properly noticed public hearing regarding said UWMP was held by the City Council on June 6, 2011; and

WHEREAS, the City did prepare and shall file said UWMP with the California Department of Water Resources by July 6, 2011;

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The 2010 Urban Water Management Plan submitted concurrently herewith is hereby adopted and ordered filed with the City Clerk;
2. The City Manager is hereby authorized and directed to file the 2010 Urban Water Management Plan with the California Department of Water Resources within 30 days after this date on behalf of the City; and.
3. The City Clerk is directed to attest his signature and affix the corporate seal of the City to said UWMP.

Adopted at the regular meeting of the City Council of the City of Pasadena on the 6th day of June, 2011, by the following vote:

AYES: Councilmembers Gordo, Holden, Madison, Masuda, Tornek, Vice Mayor McAustin, Mayor Bogaard

NOES: None

ABSENT: Councilmember Robinson

ABSTAIN: None

Mark Jomsky, CMC
City Clerk

APPROVED AS TO FORM:

Scott D. Rasmussen
Assistant City Attorney

Appendix D
Raymond Basin Judgment

Victor Kaleta
City Attorney, Pasadena
City Hall
Pasadena, California 91109

BEST, BEST & KRIEGER
Arthur L. Littleworth
P. O. Box 1028
Riverside, California 92502
Telephone: (714) 686-1450
Special Counsel for Plaintiff

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

CITY OF PASADENA, a municipal corporation, Plaintiff, vs. CITY OF ALHAMBRA, a municipal corporation, et al., Defendants.	NO. Pasadena C-1323 JUDGMENT (As Modified and Restated March 26, 1984)

The above-entitled action was brought by plaintiff, City of Pasadena, a municipal corporation, against City of Alhambra, a municipal corporation, City of Monrovia, a municipal corporation, City of Arcadia, a municipal corporation, City of Sierra Madre, a municipal corporation, City of South Pasadena, a municipal corporation, La Canada Irrigation District, San Gabriel County Water District, Lincoln Avenue Water Company, a corporation, The Las Flores Water Company, a corporation, Rubio Canon Land and Water Association, a corporation, Valley Water Company, a corporation, Flintridge Mutual Water Company, a corporation, California-Michigan Land and Water Company, a cor-

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poration, Mira Loma Mutal Water Company, a corporation, El Campo Mutual Water Company, a corporation, Sunnyslope Water Company, a corporation, California Water and Telephone Company, a corporation, Crown City Ice Company, a corporation, Rancho Santa Anita, Inc., a corporation, Royal Laundry and Dry Cleaning Company, a corporation, Alice H. Graves, A. V. Wagner, Eugene E. Bean, Fred M. Wilcox, and Charles Hueston Hastings, Defendants, for the purpose of quieting the title of said plaintiff as against said defendants to the alleged prior and paramount right of said plaintiff to take, divert and use the waters within the area involved in the issues of the action situate in the County of Los Angeles, State of California, and to enjoin each defendant found to own a right to take or divert water from the Raymond Basin from taking therefrom, in any year, water in such volume as, when added to the amount which the other parties shall be adjudged and decreed to be entitled to take and divert, would result in a total annual diversion from said basin in excess of the average annual supply of water thereto; and on July 13, 1939, the above-entitled Court having issued its order directing said plaintiff to bring in and make parties to said action Ross M. Lockhard, Pasadena Cemetery Association, a corporation, Altadena Golf Club, a corporation, Henry E. Huntington Library and Art Gallery, a corporation, Bradbury Estate Company, a corporation, and East Pasadena Water Company, Ltd., a corporation, and said Court on the 8th day of November, 1939, having made its order declaring void the order to bring in new parties made July 13, 1939, insofar as East Pasadena Water Company, Ltd., is concerned, and said defendant having been dismissed from

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this action; and

All said parties defendant having been duly served personally with summons and a copy of the complaint, and the issues having been joined; defendant Ross M. Lockhard having answered by his true name Ross M. Lockhart; and Robert A. Millikan, Archer Milton Huntington, Herbert Hoover, William B. Munro and Edwin P. Hubbell, Trustees of the Henry E. Huntington Library and Art Gallery answering for defendant Henry E. Huntington Library and Art Gallery, a corporation; defendants Bradbury Estate Company, a corporation, and Eugene E. Bean having disclaimed any right, title, interest or estate in and to the properties involved in this action, Charles Hueston Hastings, having answered by his true name Charles Heuston Hastings, and since the commencement of this action said defendant Charles Heuston Hastings having died and Ernest Crawford May as Executor of the Last Will and Testament of Charles Heuston Hastings, deceased, having been substituted for said decedent, and A. V. Wagner having answered and having asserted and claimed a right to water on his own behalf and on behalf of others claiming under and through him, and Canyon Mutual Water Company, a corporation, sued herein as Doe Corporation No. 1, having answered under its true name, and defendant Alice H. Graves having died since the commencement of this action, and Alice Graves Stewart and Katharine Graves Armstrong and Francis P. Graves being the heirs at law of said Alice H. Graves, deceased, and being the residuary legatees under the Last Will and Testament of Alice H. Graves, deceased, and having been substituted by stipulation as parties defendant for said

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Alice H. Graves, and plaintiff since the commencement of this action having acquired the water rights owned and claimed by Jacob Bean Securities Company, a corporation, Alice Graves Stewart, Katharine Graves Armstrong and Francis P. Graves, exclusive of the rights of the last named individuals which are hereinafter set forth and defined, and plaintiff having duly filed its supplemental complaint with respect thereto, and the defendant City of Arcadia, since the commencement of this action, having acquired all water rights involved herein of the Rancho Santa Anita, Inc., a corporation, and said defendants having duly filed their supplemental answer with respect thereto, and First Trust and Savings Bank of Pasadena, a corporation, answering as successor in interest to defendant Altadena Golf Club, defendant Sunnyslope Water Company, a corporation, having stipulated that its true name is Sunny Slope Water Company, Chesley E. Osborn and Kathleen M. Osborn having been substituted as parties defendant in the place and stead of defendant Fred M. Wilcox, and Dell A. Schweitzer, executor of the estate of Fred M. Wilcox, deceased; motion of defendant City of South Pasadena for permission to file its amended answer disclaiming any interest or estate in the water and/or water rights in the Raymond Basin as described in plaintiff's complaint, having been granted, and said defendant, City of South Pasadena, having been dismissed from this action, subject to the obligation of said defendant to pay certain costs, plaintiff and certain defendants having jointly filed herein their motion that reference should be made to the Division of Water Resources, Department of Public

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Works, State of California, as referee; after hearing thereon, following notice duly served on all defendants not parties to said motion, said Division of Water Resources having been appointed referee herein to investigate all of the physical facts involved herein, and seasonably to report to the Court thereon, and the said referee having filed its report herein and the objections thereto filed with it, a stipulation in writing having been entered into on the 29th day of September, 1943 by and between the attorneys for certain parties, to wit: City of Alhambra, City of Arcadia, California Water and Telephone Company, Canyon Mutual Water Company, Crown City Ice Company, El Campo Mutual Water Company, First Trust and Savings Bank of Pasadena, Flintridge Mutual Water Company, Francis P. Graves, Alice Graves Stewart and Katharine Graves Armstrong, being the heirs of Alice H. Graves, deceased, and being the residuary legatees under the Last Will and Testament of Alice H. Graves, deceased, Las Flores Water Company, Lincoln Avenue Water Company, Ross M. Lockhart, Ernest Crawford May, as Executor of the Last Will and Testament of Charles Heuston Hastings, deceased, Robert A. Millikan, Archer Milton Huntington, Herbert Hoover, William B. Munro and Edwin P. Hubbell, Trustees of the Henry E. Huntington Library and Art Gallery, Mira Loma Mutual Water Company, City of Monrovia, Chesley E. Osborn and Kathleen M. Osborn, Pasadena Cemetery Association, City of Pasadena, Royal Laundry and Dry Cleaning Company, Rubio Canon Land and Water Association, San Gabriel County Water District, City of Sierra Madre, Sunny Slope Water Company, Valley Water Company, A. V. Wagner and those

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claiming under and through him, and said stipulation having been filed herein on the 24th day of November, 1943, requesting that a certain judgment be entered herein as between said parties, and stipulating that the amount of water pumped or otherwise taken by non-parties to this action in the Western Unit of the Raymond Basin Area as described in Paragraph I of the proposed judgment attached to said stipulation was 340 acre feet per year and that the amount of water pumped or otherwise taken by non-parties to this action in the Eastern Unit of said Raymond Basin Area was 109 acre feet per year, and the Court on November 24, 1943 having made its order making each and all of the terms and provisions of said proposed judgment immediately effective as to said stipulating parties, and on April 5, 1944 the Court having made its order appointing and authorizing the Division of Water Resources of the Department of Public Works of the State of California to act and serve herein as Watermaster in accordance with the provisions of the proposed judgment attached thereto and made a part thereof, and a stipulation between said stipulating parties and the defendant La Canada Irrigation District making the defendant La Canada Irrigation District a party to said stipulation for said judgment and order having been filed in this Court on April 28, 1944, and this Court on April 28, 1944 having ordered that during the pendency of this litigation or until further order of this Court the said defendant La Canada Irrigation District be made a party to the stipulation for judgment and order entered into on the 29th day of September, 1943 and filed on the 24th day of

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November, 1943, and all objections and exceptions to the Report of Referee, except those of defendant California-Michigan Land and Water Company, having been withdrawn, and defendant Flintridge Mutual Water Company having assigned all its water rights involved herein to defendant Valley Water Company,

This cause came on regularly for hearing of the objections and exceptions of defendant California-Michigan Land and Water Company filed to the Report of Referee and the further trial of the cause between said defendant and the other parties on the 18th day of May, 1944 before the Honorable Frank C. Collier, judge presiding in Department Pasadena A of the above-entitled Court, the Court sitting without a jury; said hearing and trial were held on the following dates in the year 1944, to wit: May 18, May 19, May 23, May 24, May 25, May 31, June 1, June 2, June 6, June 7, June 8, July 20, August 7 and August 8. A. E. Chandler, Esq., Special Counsel, and Harold P. Huls, Esq., City Attorney, appearing as attorneys for plaintiff; Messrs. Goodspeed, McGuire, Harris & Pfaff by Richard C. Goodspeed, Esq., J. Donald McGuire, Esq., and Paul Vallee, Esq., appearing as attorneys for defendant California-Michigan Land and Water Company; Emmett A. Tompkins, Esq., City Attorney, and Kenneth K. Wright, Esq., appearing as attorneys for defendant City of Alhambra; Paul F. Garber, Esq., City Attorney, and Kenneth K. Wright, Esq., appearing as attorneys for defendant City of Monrovia; Kenneth K. Wright, Esq., appearing as attorney for defendant Ross M. Lockhart; Kenneth K. Wright, Esq., appearing

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as attorney for defendant Flintridge Mutual Water Company; Kenneth K. Wright, Esq., appearing as attorney for defendant Valley Water Company; John C. Packard, Esq. and Kenneth K. Wright, Esq., appearing as attorneys for defendant El Campo Mutual Water Company; Messrs. Derthick, Cusack and Ganahl by W. J. Cusack, Esq., and Kenneth K. Wright, Esq., appearing as attorneys for defendant Crown City Ice Company; Messrs. Dunn & Sturgeon by Walter F. Dunn, Esq., Messrs. Chandler & Wright by Howard W. Wright, Esq., and Kenneth K. Wright, Esq., appearing as attorneys for defendants Francis Graves, Alice Graves Stewart and Katharine Graves Armstrong; Messrs. Bailie, Turner & Lake by Norman A. Bailie, Messrs. Cruickshank, Brooke & Dunlap by Robert H. Dunlap, Esq., and Kenneth K. Wright, Esq., appearing as attorneys for defendant Ernest Crawford May, as Executor of the Last Will and Testament of Charles Heuston Hastings, deceased; Messrs. Gibson, Dunn & Crutcher by Ira C. Powers, Esq., and Kenneth K. Wright, Esq., appearing as attorneys for defendants Robert A. Millikan, Archer Milton Huntington, Herbert Hoover, William B. Munro and Edwin P. Hubbell, trustees of the Henry E. Huntington Library and Art Gallery; Messrs. Anderson and Anderson by Trent G. Anderson, Esq., and Kenneth K. Wright, Esq., appearing as attorneys for defendant Rubio Canon Land and Water Association; Frank P. Doherty, Esq., and Kenneth K. Wright, Esq., appearing as attorneys for defendant La Canada Irrigation District; Messrs. Boyle, Holmes & Garrett by John W. Holmes, Esq., and Kenneth K. Wright, Esq., appearing as attorneys for defendant First Trust and Savings Bank of Pasadena; Walter F.

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Dunn, Esq., City Attorney, and Kenneth K. Wright, Esq., appearing as attorneys for defendant City of Sierra Madre; Wilton W. Webster, Esq., and Kenneth K. Wright, Esq., appearing as attorneys for defendant Royal Laundry and Dry Cleaning Company; Messrs. Bacigalupi, Elkus & Salinger by Claude Rosenberg, Esq., and Kenneth K. Wright, Esq., appearing as attorneys for defendant California Water and Telephone Company; Kenneth K. Wright, Esq., appearing as attorney for defendant San Gabriel Valley Water Company; Messrs. Merriam, Rinehart & Merriam by Ralph T. Merriam, Esq., appearing as attorneys for defendant Pasadena Cemetery Association; Frederick G. Stoehr, Esq., appearing as attorney for defendant A. V. Wagner; Messrs. Potter and Potter, by Bernard Potter, Esq., appearing as attorneys for defendant Mira Loma Mutual Water Company; Gerald E. Kerrin, Esq. and James C. Bone, Esq., City Attorney, appearing as attorneys for defendant City of Arcadia; Laurence B. Martin, Esq., appearing as attorney for defendant Sunny Slope Water Company; Robert E. Moore, Esq., appearing as attorney for defendant Lincoln Avenue Water Company; Messrs. Hahn and Hahn by Edwin F. Hahn, Esq., appearing as attorneys for defendant The Las Flores Water Company; Messrs. Hahn and Hahn by Edwin F. Hahn, Esq., appearing as attorneys for defendants Chesley E. Osborn and Kathleen M. Osborn; and Messrs. Hahn and Hahn by Edwin F. Hahn, Esq., appearing as attorneys for defendant Canyon Mutual Water Company, and

All objections and exceptions to the Report of Referee filed by defendant California-Michigan Land and Water Company having been overruled by the Court with the exception

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of objection 18 which was withdrawn by said defendant, and

Certain stipulations having been entered into by and between the parties and evidence both oral and documentary having been introduced and the cause having been submitted to the Court for its decision upon briefs, and briefs for the respective parties having been filed and considered, the Court, being fully advised in the premises, and having made its findings of fact and conclusions of law, and

The Court, by reason of the stipulation aforesaid and the findings of fact and conclusions of law, having rendered its Judgment on December 23, 1944, and such Judgment having been entered in Book 1491, page 84, on December 26, 1944, and

Pursuant to its reservation of jurisdiction in this case, and pursuant to appropriate motions, the Court having modified the Judgment on April 29, 1955; on January 17, 1974; and on June 24, 1974, and

Plaintiff having moved the Court for an order further modifying and restating the Judgment as modified, such motion having come on regularly for hearing on the 16th day of March, 1984, in Department A of the Northeast District of this Court, the Honorable Robert M. Olson, Judge, presiding; and notice of such motion having been duly served on all defendants and interested parties; and no objections to the granting of the motion having been filed or made at the hearing; and good cause having been shown, and the Court having therefore granted the motion, pursuant to the continuing jurisdiction of the Court,

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IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the Judgment in this case be modified and restated (including all transfers of rights and prior modifications which remain valid) as follows:

I

There exists in the County of Los Angeles, State of California, a field of groundwater, known and hereinafter referred to as the Raymond Basin Area, and subdivisions thereof herein designated the Eastern Unit and the Western Unit which are shown on the map attached hereto and hereby made a part hereof.

Under existing conditions, the safe yield of said Eastern Unit is 5,290 acre feet per year, and the safe yield of said Western Unit is 25,480 acre feet per year.

The amount of water pumped or otherwise taken by non-parties to this action in said Western Unit is less than 100 acre feet per year, and the amount of water pumped or otherwise taken by non-parties to this action in said Eastern Unit is zero acre feet per year.

The parties hereto pumping from wells or otherwise taking water for beneficial use from the ground in said subdivisions of said Raymond Basin Area are as shown in the table in Paragraph IV hereof.

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II

As to those parties hereto who are taking or diverting water for beneficial use from any source contributing to the supply of water in the ground in said Raymond Basin Area, each of said parties has the right as against all parties other than the defendant California-Michigan Land and Water Company, no determination as to the existence of such right being made as against it, to continue to divert from such source for such use an amount of water measured by the maximum capacity of its diversion works and other facilities as the same existed at any time within five (5) years prior to October 1, 1937. That said maximum capacities of the said works and facilities of each of said parties in cubic feet per second are as follows:

La Canada Irrigation District (Snover Canyon)	1.20
Las Flores Water Company	0.50
Lincoln Avenue Water Company	6.59
Lockhart, Ross M.	1.20
May, Ernest Crawford, as Executor of the Last Will and Testament of Charles Heuston Hastings, deceased	0.26
Mira Loma Mutual Water company	0.81
Pasadena Cemetery Association	0.02
Pasadena, City of	
Arroyo Seco Including Millard Canyon	25.00
Eaton Canyon	8.90
Rubio Canon Land and Water Association	2.20
Sierra Madre, City of	6.00

Each of said parties, and each of their agents, employees, attorneys, and any and all persons acting by, through, or under them, or any of them, are and each of them is hereby forever enjoined and restrained from increasing its taking or diversion from such source beyond the amount of

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such taking or diversion as measured by said maximum capacity of its diversion works and other facilities.

Each of the said parties, and their successors in interest, having diversion rights as set forth above in the Western Unit of the Raymond Basin Area shall have the right in its discretion to spread the surface water diverted pursuant to its respective right, and to recapture eighty percent (80%) thereof by pumping, subject to and upon the following terms and conditions.

(1) The water shall be spread for percolation into the underground in the existing water conservation facilities of the Los Angeles County Flood Control District, or in such additional spreading grounds as the parties may acquire or construct, or in any natural stream channels leading to such existing or future spreading grounds, provided that all such spreading locations shall be located within the Monk Hill Basin or Pasadena Subarea hydrologic subdivisions of the Western Unit of the Raymond Basin Area.

(2) A metering device, or devices, shall be installed and maintained by each diverting party at such party's expense to measure all amounts of water diverted by such party for spreading purposes. Such metering facilities, and the continued accuracy thereof, shall be subject to the approval of the Watermaster and the Los Angeles County Flood Control District, and all such measurements shall be available to them. The Watermaster, with such assistance as the Los Angeles County Flood Control District may provide, shall determine and account for all water diverted for spreading, the amount of water spread

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and available for recapture, and the amount so recaptured, and shall include such determinations and accounting in its reports.

(3) In the event that the capacity of any of the spreading grounds of the Los Angeles County Flood Control District is fully utilized for the conservation of natural flows, and water diverted for spreading in such facilities cannot be percolated into the Basin and escapes therefrom, such quantity of water shall be subtracted from the amount diverted for spreading to determine the amount available for recapture. Such losses shall be divided among the parties diverting water for such spreading in proportion to the amounts diverted at the time the loss occurs.

(4) Each such party shall have the right to pump from any wells in the Monk Hill Basin an amount of water equal to eighty percent (80%) of the amount which it has diverted for such spreading therein and which is available for recapture, and the right to pump from any wells in the Pasadena Subarea an amount of water equal to eighty percent (80%) of the amount which it has diverted for such spreading therein and which is available for recapture. Such amounts pumped shall be in addition to the respective Decreed Rights of the parties as provided in the Judgment herein, as modified on April 29, 1955, and in addition to the amounts which can be pumped or otherwise taken under the provisions of Paragraph V hereof. Any amounts recaptured under the terms of this Paragraph shall be pumped in such a manner as not to injure other parties having rights under this Judgment. The effect of such pumping shall be monitored by the Watermaster, and the Watermaster shall report any such injury to the Court

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for appropriate action.

(5) Any additional amounts allowed to be taken as provided in subparagraph (4) above shall be pumped by the end of the next accounting year utilized by the Watermaster following such diversions for spreading. If such pumping does not occur within this period of time, the right to take such amount of water shall be lost.

(6) For accounting purposes, the first water taken from the Western Unit of the Raymond Basin Area during any accounting year, by any party having made diversions for spreading purposes during the previous accounting year, shall be considered by the Watermaster as water pumped pursuant to subparagraph (4) above, unless such water was pumped during the same accounting year in which it was diverted and spread.

(7) The rights provided in subparagraph (4) above shall apply to all water diverted for spreading as required herein after May 1, 1973.

(8) The right to divert for spreading and recapture is an alternative, in whole or in part, to the right to make direct use of such diversions, and does not preclude the direct use of such water, provided that the total amount of water diverted, either for spreading or direct use, does not exceed the respective rights of the parties set forth above.

(9) These provisions concerning the right to spread and recapture by pumping remain subject to the continuing jurisdiction of the Court. Any additional costs incurred by the Watermaster in making determinations, accountings, reports, and monitoring of pumping as required in connection with such

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spreading and recapture of water shall be paid by the parties diverting water for spreading in proportion to the amount of water which each party diverts for such purpose. Such costs shall be included as part "C" of the Watermaster's Annual Budget.

III

Each and all of the rights of the parties hereto to pump water from wells or otherwise take water from the ground in said Raymond Basin Area are of equal priority and of the same legal force and effect.

IV

Subject to the provisions of Paragraphs V, VI and XXI hereof, each party hereto is the owner of the right to pump water from wells or otherwise take water from the ground in each of said units in the amount set forth opposite the name of each party in the following table, which said right, for convenience, is designated the "present unadjusted right":

PRESENT UNADJUSTED RIGHTS TO TAKE
WATER IN RAYMOND BASIN AREA

Eastern Unit	Acre Feet Per Year
Arcadia, City of	2,527
Sierra Madre, City of	1,264

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Western Unit

Alhambra, City of	1,042
Arcadia, City of (including, as successor, the rights of the City of Monrovia)	2,141
California American Water Company (as successor to the California Water and Telephone Company, and including, as successor, the rights of the El Campo Mutual Water Company)	2,324
Crown City Ice Company	0
East Pasadena Water Company (as successor to the California-Michigan Land and Water Company)	521
Henry E. Huntington Library and Art Gallery (as successor to Robert A. Millikan, et al., Trustees of the Henry E. Huntington Library and Art Gallery)	265
Kinneloa Irrigation District (as successor to the rights of Francis P. Graves, et al.; Ross M. Lockhart; A. V. Wagner; Mira Loma Mutual Water Company; Canyon Mutual Water Company; and Chesley E. and Kathleen M. Osborn)	522
La Canada Irrigation District	101
Las Flores Water Company	252
Lincoln Avenue Water Company	573
May, Ernest Crawford, as Executor of the Last Will and Testament of Charles Heuston Hastings, deceased	0
Milum Textile Services Company (as successor to Royal Laundry and Dry Cleaning Company)	111
Pasadena Cemetery Association	92
Pasadena, City of (including, as successor, the rights of the First Trust and Savings Bank of Pasadena)	12,946

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Rubio Canon Land and Water Association	1,234
San Gabriel County Water District	1,103
Sunny Slope Water Company	1,575
Valley Water Company (including, as successor, the rights of the Flintridge Mutual Water Company)	806

The total of said rights in the Eastern Unit is 3,791 acre feet per year, and the total of said rights in the Western Unit is 25,608 acre feet per year.

V

In order to maintain and protect the supply of water in the ground in said Raymond Basin Area, it is necessary that the respective parties to this action be limited in the exercise of their respective present unadjusted rights, and the right, so limited, in acre feet per year, of each party to pump water from wells or otherwise take water from the ground, in the Western Unit, is as set forth in the table at the end of this Paragraph V, and in the Eastern Unit as set forth in Paragraph VI hereof. Said right, for convenience, is designated the "decreed right." In said Western Unit the amount of the decreed right of each party hereby is determined by reducing the present unadjusted right of each party as tabulated in Paragraph IV hereof, in the proportion that the safe yield of said unit, less the water taken therein by non-parties hereto, bears to the aggregate of such rights of the parties hereto in said unit. Each of said parties and

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each of their agents, employees, attorneys, and any and all persons acting by, through, or under them, are and each of them is, subject to the terms of Paragraph XXI hereof, hereby forever enjoined and restrained on and after July 1, 1944, as to all parties other than California-Michigan Land and Water Company, and on and after July 1, 1945 as to said California-Michigan Land and Water Company, from pumping or otherwise taking from the ground in said Western Unit more water than its decreed right in this Paragraph determined; provided that a party may exceed its decreed right to the extent that it has acquired and exercises the decreed right of any other party, or as may become necessary in the case of an emergency or temporarily for other reasonable cause as determined by the Watermaster, taking into account the basin supply, quality conditions, the impact on other parties, and subject to such conditions as the Watermaster may impose, including whether or not such excess extractions must be made up in future years; and provided, however, that any of the parties to this action may take in any twelve-month period beginning July 1 for its own beneficial use, and for the release of water for use by other parties or persons pursuant to and in accordance with the Raymond Basin Area Water Exchange Agreement for 1943 and amendment thereto, hereinafter referred to, attached hereto and hereby made a part hereof, an amount not exceeding one hundred ten percent (110%) of its decreed right as fixed herein, plus any amount of allowable underpumping as hereinafter provided. Any such extractions in excess of a party's decreed right (not including any emergency or temporary

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extractions authorized by the Watermaster) shall be made up in the following year, and the amount of water which a party may take under its decreed right in that year shall be reduced by an equivalent amount. If a party in any twelve-month period, beginning July 1, takes less than its decreed right, or less than the amount allowed after reduction for any excess extractions, the amount of such underpumping, but not exceeding ten percent (10%) of its decreed right or such additional amount as the Watermaster may allow for an emergency or other reasonable cause, may be carried over and taken during the next succeeding year. The yearly period from July 1 to June 30 hereby is adopted and shall be used in the administration and enforcement of this Judgment.

DECREED RIGHTS TO TAKE WATER FROM THE GROUND
IN SAID WESTERN UNIT IN ACRE FEET PER YEAR

	Acre Feet Per Year
Alhambra, City of	1,031
Arcadia, City of (including, as successor, the rights of the City of Monrovia)	2,118
California American Water Company (as successor to the California Water and Telephone Company, and including, as successor, the rights of the El Campo Mutual Water Company)	2,299
East Pasadena Water Company (as successor to the California-Michigan Land and Water Company)	515
Henry E. Huntington Library and Art Gallery (as successor to Robert A. Millikan, et al., Trustees of the Henry E. Huntington Library and Art Gallery)	262

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Kinneloa Irrigation District (as successor to the rights of Francis P. Graves, et al.; Ross M. Lockhart; A. V. Wagner; Mira Loma Mutual Water Company; Canyon Mutual Water Company; and Chesley E. and Kathleen M. Osborn)	516
La Canada Irrigation District	100
Las Flores Water Company	249
Lincoln Avenue Water Company	567
Milum Textile Services Company (as successor to Royal Laundry and Dry Cleaning Company)	110
Pasadena Cemetery Association	91
Pasadena, City of (including, as successor, the rights of the First Trust and Savings Bank of Pasadena)	12,807
Rubio Canon Land and Water Association	1,221
San Gabriel County Water District	1,091
Sunny Slope Water Company	1,558
Valley Water Company (including, as successor, the rights of the Flintridge Mutual Water Company)	797
Total Western Unit	25,332

VI

The decreed right of each party hereto in said Eastern Unit is as follows:

City of Arcadia, 3,526 acre feet per year;

City of Sierra Madre, 1,764 acre feet per year.

Each of said parties, and each of their agents, employees, attorneys and any and all persons acting by, through, or under them, are and each of them is subject to

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the terms of Paragraph XXI hereof, hereby forever enjoined and restrained on and after July 1, 1944, as follows:

(1) From pumping or otherwise taking from the ground in said Eastern Unit more water than its decreed right in this Paragraph determined; provided that a party may exceed its decreed right to the extent that it has acquired and exercises the decreed right of any other party, or as may become necessary in the case of an emergency or temporarily for other reasonable cause as determined by the Watermaster, taking into account the basin supply, quality condition, the impact on other parties, and subject to such conditions as the Watermaster may impose, including whether or not such excess extractions must be made up in future years; and provided, however, that any of the parties to this action may take in any twelve-month period beginning July 1 for its own beneficial use, and for the release of water for use by other parties or persons pursuant to and in accordance with the Raymond Basin Area Water Exchange Agreement for 1943 and amendment thereto, hereinafter referred to, attached hereto and hereby made a part hereof, an amount not exceeding one hundred ten percent (110%) of its decreed right as fixed herein, plus any amount of allowable underpumping as hereinafter provided. Any such extractions in excess of a party's decreed right (not including any emergency or temporary extractions authorized by the Watermaster) shall be made up in the following year, and the amount of water which a party may take under its decreed right in that year shall be reduced by an equivalent amount. If a party in any twelve-month

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period, beginning July 1, takes less than its decreed right, or less than the amount allowed after reduction for any excess extractions, the amount of such underpumping, but not exceeding ten percent (10%) of its decreed right or such additional amount as the Watermaster may allow for an emergency or other reasonable cause, may be carried over and taken during the next succeeding year.

(2) From pumping or otherwise taking water from the ground in said Eastern Unit in any year within one-half mile of its western boundary in an amount which, in addition to other extractions, would be in excess of the average amount pumped or taken in said one-half mile zone during the period 1927-28 to 1937-38, to wit: 88 acre feet per annum, the half mile being measured along a perpendicular erected on the boundary between said unit and said Western Unit as shown on the map attached hereto.

(3) From pumping or otherwise taking water from the ground in said Eastern Unit in any year in excess of the average amount pumped or taken therein during the period 1927-28 to 1937-38, to wit: 3,261 acre feet per annum, during any year in which static groundwater level measurements, made at the time of maximum high water table in the spring season of each year, show that the average water table elevation in the area between Foothill Boulevard and Raymond Fault and between a line 300 feet west of Rosemead Boulevard and a line 100 feet east of Michillinde Avenue, less any increase in such elevation that is attributable to any groundwater storage program, is higher than that at the Arcadia group of

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wells designated as such on said map attached hereto and located west of the intersection of Orange Grove and Santa Anita Avenues in the City of Arcadia, this limitation to apply only when the water table elevation at said group is less than 500 feet above sea level, United States Geological Survey datum.

VII

There is now and, so long as the requirements in subparagraphs 2 and 3 of Paragraph VI hereof are fulfilled and maintained, there will be no material movement of water across the boundary between the Western Unit and the Eastern Unit.

VIII

Nothing in this Judgment contained shall be deemed to modify the rights as between the defendants City of Sierra Madre and City of Arcadia as set forth in that certain Judgment entitled "The City of Sierra Madre, a municipal corporation, et al., vs. The City of Arcadia, a municipal corporation," No. 209747 in the Superior Court of the State of California, in and for the County of Los Angeles, entered on the 22nd day of April, 1930, but in the exercise of such rights each of said parties shall be subject to the express provisions of Paragraph VI hereof.

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IX

A Watermaster shall be appointed by this Court to serve at the pleasure of the Court to administer and enforce the provisions of this Judgment, the Raymond Basin Area Water Exchange Agreement of 1943 and amendment thereto, attached hereto and made a part hereof, and the instructions and orders of this Court, and if any such provisions, instructions or orders of the Court, or any order, rule or direction of such Watermaster, made in accordance with and for the enforcement of this Judgment and said Agreement and amendment thereto, shall have been disobeyed or disregarded, said Watermaster hereby is empowered and authorized to report promptly to the Court such fact and the circumstances connected therewith and leading thereto.

A violation of any provision of this Judgment, or attached Agreement and amendment thereto, or order, instruction, rule or direction of the Court or of the Watermaster, shall be punished in such manner as the Court may direct.

The compensation of said Watermaster shall be fixed by an order or orders which the Court hereafter from time to time may make.

X

There is hereby established a Raymond Basin Management Board (sometimes hereafter called "Board") which shall be the Watermaster. The Board shall have all of the rights,

and shall carry out all of the responsibilities, of the Watermaster as provided in this Judgment. In addition, in order to implement sound water management practices within the framework of the rights of the parties as determined herein, the Board shall have the powers set forth in Paragraph XII.

XI

The Board shall be organized and constituted as follows:

(1) Each party holding a decreed right of 1,000 acre feet or more shall appoint one member to the Board.

(2) The parties within each subarea, namely, Monk Hill Subarea, Pasadena Subarea, and the Eastern Unit, who each hold decreed rights of less than 1,000 acre feet shall together appoint a member from each respective subarea. The appointment for each subarea shall be by majority vote, with each such party having one vote.

(3) No party shall have the right to appoint, or to participate in the appointment of, more than one member to the Board.

(4) Board members shall have broad engineering or management experience in the operation of a water utility or groundwater basin.

(5) Each member shall be appointed for a term of one year, or until replaced. Members shall serve at the pleasure of the appointing party, parties or body. No member

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shall be appointed by or represent more than one party or group of parties. The Board shall select its own officers. A quorum of the Board shall consist of six members, and the Board may act by a majority of those members present at a meeting. The Board shall meet at least quarterly, and all parties to the action may attend. Minutes of the Board meetings shall be kept and sent to all parties in the action. The Board shall have the power to adopt such by-laws, rules and regulations, not inconsistent with the terms of this Judgment, as may be necessary for its own organization and operation.

XII

The powers and responsibilities of the Raymond Basin Management Board, as Watermaster and otherwise, shall be exercised with a view toward protecting the long-term quantity and quality of the groundwater supply; utilizing the groundwater storage capacity of the basin for the maximum advantage of the parties, without however causing significant adverse impact upon any party; integrating to the extent feasible the use of surface and groundwater supplies so as to reduce costs, improve reliability of supply, and to protect against drought; and to encourage the parties to cooperate in the utilization of their respective water rights and water systems for the mutual good. The Board shall have power:

(1) To contract with the California Department of Water Resources, or with any other competent person or firm,

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to perform all or part of the Watermaster functions.

(2) To determine the amount of storage capacity that is available in the basin from time to time for groundwater storage programs.

(3) To allocate such storage capacity among the parties, and to provide for its use and the recapture of equivalent amounts of stored water. The Board may approve, condition or disapprove proposed water storage programs, and imported, nontributary water shall not be stored in the basin without the Board's approval. Approved programs shall include provisions for the duration of allowed storage of water, for determination of losses, for the rates and places of recapture, and for such other conditions as may be necessary to prevent operational problems for other parties, including degradation of water quality.

(4) To control the direct recharge into the basin of imported, non-tributary water.

(5) To issue such rules and regulations as may be necessary in order to account properly for sales, leases, exchanges or other transfers among the parties of decreed rights and the use of water. The Board shall attempt to facilitate, not restrict, such transfers, including efforts to develop agreements for the production and distribution of water through facilities of other parties where such practices promote efficiency and sound water management. This policy shall extend to the use of stored water where consistent with the policies of The Metropolitan Water District of Southern California with respect to the use of supplemental water

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which it provides.

(6) To conduct studies or undertake other activities for the common benefit of the parties in the operation of the Raymond Basin Area; to obtain engineering, legal and other professional services in such connection; and, in addition to the Watermaster budget procedures, to assess the parties in an equitable manner and as may be necessary to pay the costs of the Board's operations, which assessments shall be paid by the parties. Payment shall be enforced in the same manner as provided in Paragraph XV for the annual budget, although the actual apportionment of costs may differ from the method provided in Paragraph XV. All actions of the Board, including any assessments imposed, shall be subject to review by the Court, pursuant to the procedures of Paragraph XVII.

XIII

Each party hereto at its own expense shall:

(1) Measure and keep records of all its diversions from any source contributing to the supply of water in the ground, of its importations of water, and of its production of water from the ground in the Raymond Basin Area, subject to the approval of the Watermaster as to equipment and methods;

(2) Measure and keep records of its production and distribution in such manner as to show its use in, transfers within, and exports of water from the Raymond Basin Area, or any subdivision thereof, as required by the Watermaster;

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(3) Measure and record the depth to the water table in all wells owned or operated by it within the Raymond Basin Area once a month, or as required by the Watermaster.

Any party owning any facilities for the diversion from any source contributing to the supply of the water in the ground in the Raymond Basin Area, or for pumping or otherwise taking water from the ground in said area, at its own expense shall install and at all times maintain in good working order reliable measuring devices and facilities for testing said devices and shall keep records of its diversions and production through the use of such devices and facilities as may be required by the Watermaster; that upon failure of any such party to install such devices and facilities on or before such day as the Watermaster shall fix, after due notice from the Watermaster so to do, the Watermaster shall give the Court notice of such failure for proper action in the premises.

XIV

In addition to other duties herein provided, the Watermaster shall:

(1) Supervise the collection, assembly and presentation of the records and other data required of the parties; such records and other data to be open to inspection by any party or its representative during normal business hours.

(2) Require all parties hereto to operate their respective wells in a manner which will accomplish the stated

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purposes of said Agreement and amendment thereto, and will effectuate this Judgment without placing undue burden on any party; study separately pumping patterns in the Monk Hill Basin, Pasadena Subarea, and the Eastern Unit, and report recommendations thereon not less than twice each year; such report shall recognize the right of each party to pump its decreed right, but shall include recommendations as to whether more or less water should be pumped from individual wells; such recommendations shall be calculated to minimize interference among parties, to conserve energy, expense and local water supplies, and to provide for the most efficient and equitable use of groundwater in the Raymond Basin Area; such recommendations shall be advisory only, and shall not be binding upon the parties unless confirmed by order of this Court.

(3) Establish an ongoing program to monitor water quality in the Raymond Basin Area.

(4) Prepare a tentative annual budget for the fiscal year commencing July 1, separately stating the anticipated expense for administering the provisions of said Agreement and amendment thereto for the release and receipt of water, and the anticipated expense of the administration of the other provisions of said Agreement and amendment thereto and of enforcing this Judgment. The Watermaster shall serve said tentative budget upon each of the parties on or before May 1 of each year. If any party has any objection to said tentative budget, or any suggestions with respect thereto, it shall present the same in writing within ten (10) days after

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service thereof upon it. Thereafter, the Watermaster shall prepare a final budget and serve the same upon each party. If any party objects to said final budget it may make written objection thereto by filing its objection with this Court within fifteen (15) days after service of the same upon it, after first having served such objection upon each party hereto, and shall bring such objection on for hearing before this Court within fifteen (15) days after such filing, or at such time as the Court may direct.

If no objection to said budget be made as herein provided, it shall be the annual budget for the particular year involved. If objection to such budget be filed with this Court as herein provided, then the annual budget shall be determined by the order of this Court.

(5) Make an annual report on or before September 1 of each year to the parties hereto of the scope of the Watermaster's work during the preceding fiscal year and a statement of receipts and expenditures in appropriate detail, segregated as to the items attributable to the administration of the provisions of said Agreement and amendment thereto respecting the release and receipt of water, and as to the items attributable to the administration of the other provisions of said Agreement and amendment thereto and to the enforcement of this Judgment.

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XV

The cost of enforcing this Judgment or any order or direction of this Court or of the Watermaster (other than those with respect to the release and receipt of water in accordance with the provisions of said Agreement and amendment thereto) shall be borne by the parties in proportion to their respective decreed rights as determined in Paragraphs V and VI of this Judgment, and the Watermaster shall assess such cost to each party accordingly.

Payment thereof shall be made by each party within thirty (30) days after the annual budget shall have become final and the service on such party by the Watermaster of a statement of the amount due. If payment be not made within said thirty (30) days, such payment shall be delinquent and the Watermaster shall add a penalty of ten percent (10%) thereof to said statement, and the amount of said statement plus said penalty thereupon shall be due and payable. Payment required of any party hereunder or under the terms of said Agreement and amendment thereto may be enforced by execution issued out of this Court or as may be provided by any order hereinafter made by this Court. All payments and penalties received by the Watermaster, except payments received on account of the release and receipt of water, shall be deposited by the Watermaster in a fund which shall be designated "The Watermaster Service Fund" and shall be expended for the administration of the Agreement and amendment thereto and the enforcement of this Judgment in accordance with the annual

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budgets herein provided for. Any money remaining at the end of any year shall be available for use the following year for such Watermaster service. Money collected or received by the Watermaster in connection with the release and receipt of water under the provisions of said Agreement and amendment thereto shall be deposited by him in a special deposit fund and paid out by him in accordance with the provisions of said Agreement and amendment thereto.

XVI

Any Watermaster ceasing to perform Watermaster service hereunder immediately upon such cessation shall deposit with the clerk of this Court all funds in his possession collected from the parties in accordance with this Judgment or said Agreement and amendment thereto, and forthwith shall serve upon the parties hereto and file with this Court his final account and report, and shall deliver to his successor, or as the Court may direct, all property and all records or certified copies thereof.

XVII

Any party having objection to any determination or finding made by the Watermaster, other than as provided in subparagraph (4) of Paragraph XIV hereof, may make the same in writing to the Watermaster within thirty (30) days after the making of such determination or finding after first

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having served a copy of such objection upon each party, and within thirty (30) days thereafter the Watermaster shall consider said objection and shall amend or affirm his finding or determination; any party objecting thereto within thirty (30) days thereafter may file its objections with this Court, bringing the same on for hearing before said Court within sixty (60) days thereafter, or at such time as the Court may direct, after first having served said objection upon each party. The Court may affirm, modify, amend or overrule any such finding or determination of the Watermaster.

XVIII

Within thirty (30) days after the appointment of the Watermaster, each of the parties shall file with the Watermaster and serve on each party the name and address of the person to whom any notice, demand, request, objection or the submission of any budget and the annual report is to be made or given, and each of said parties may change the name and address of said person from time to time by filing said changed name and address with the Watermaster and by serving a copy thereof upon each of the parties hereto.

Any notice, demand, request, objection or the submission of a budget and the annual report required or authorized by this Judgment or said Agreement and amendment thereto to be given or made to or served upon any party or the Watermaster, shall be delivered or mailed by registered mail postage prepaid to the person so designated at the

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address last filed with the Watermaster. Such service by mailing shall be complete at the time of the deposit in the United States mail.

Notice of any other motion or proceeding herein may also be given by service upon the person and at the address filed with the Watermaster, in the manner designated in this Paragraph, provided that certified or registered mail may be used. If any party or successor in interest has failed to make such filing with the Watermaster, notice may be mailed to the address which the Watermaster uses for such party or successor.

XIX

The agreement entered into by certain parties, entitled "Raymond Basin Area Water Exchange Agreement of 1943" and amendment thereto, a copy of which is attached hereto, and each and all of its terms and provisions be, and the same is and are hereby fully approved, and said Agreement and amendment thereto is hereby expressly made a part of this Judgment to the same purpose and effect as though said Agreement and amendment thereto were at this point fully herein written and set forth at length; provided, however, that California-Michigan Land and Water Company, Sunny Slope Water Company, and Ernest Crawford May, as Executor of the Last Will and Testament of Charles Heuston Hastings, deceased, who are not parties to said Agreement or amendment thereto, shall not be bound by nor required to perform any of the provisions

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thereof, nor pay any part of the cost of administering or enforcing said Agreement or amendment thereto; that the power of the Court is hereby expressly made to underlie all of the terms and provisions of said Agreement and amendment thereto and the enforcement thereof, and that the parties thereto, and each thereof, are hereby ordered to perform fully said Agreement and amendment thereto and all of its said terms and provisions.

No taking of water by any party under the provisions of said Agreement and amendment thereto concerning the release and receipt of water in any amount in excess of its decreed right to pump or otherwise take water from the ground in the Raymond Basin Area shall constitute a taking adverse to any other party; nor shall any party have the right to plead the statute of limitations or an estoppel against any other party by reason of its said taking of water in the Raymond Basin Area pursuant to a request for the release of water; nor shall such release of water by any party constitute a forfeiture or abandonment by such party of any part of its decreed right to water; nor shall such release in any wise constitute a waiver of such right, although such water, when released under the terms of said Agreement and amendment thereto, may be devoted to the public use of others; nor shall such release of water by any such party in any wise obligate any party so releasing to continue to release or furnish water to any other party or its successor in interest, or to the public generally, or to any part thereof, otherwise than as provided in Article IV of said Agreement and amendment thereto.

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XX

In the event any party shall serve upon the parties and file with the Watermaster and with the Court a declaration of forfeiture or abandonment of its decreed right, or any part thereof, said party shall be relieved of the payment of further costs of administering the provisions of said Agreement and amendment thereto and enforcing this Judgment applicable to the right so forfeited or abandoned; provided that said relief from said further costs shall not become effective until the beginning of the next fiscal year for which a budget has not become final; and provided that said party making such forfeiture or abandonment shall pay to the Watermaster its proportion of such costs to the effective date of such relief from costs. The amount of water so abandoned or forfeited shall be available immediately for use by the parties in the proportions set forth in Paragraphs V and VI hereof, pending the time that any review shall have been made as provided for in Paragraph XXI hereof.

XXI

The Court hereby reserves jurisdiction and authority upon application of any party hereto, or upon its own motion, to review (1) its determination of the safe yield of either or both of said units of the Raymond Basin Area, or (2) the rights, in the aggregate, of all of the parties in either or both of said units as affected by the abandonment or forfeiture

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of any right, in whole or in part, decreed herein, and by the abandonment or forfeiture of any right by any other person or entity, and, in the event material change be found or any such abandonment or forfeiture be established, to adjudge that the decreed right of each party to pump or otherwise take water from the ground in the Raymond Basin Area shall be changed proportionately in the same manner as originally fixed herein; provided, however, that notice of such review shall be served on all parties at least thirty (30) days prior thereto and that the review of its determination of the safe yield of either or both of said units of the Raymond Basin Area shall be had not more frequently than at five (5) year intervals after the date hereof. Except as provided herein, and except as rights decreed herein may be abandoned or forfeited by nonuser, in whole or in part, each and every right decreed herein hereby is fixed as of the date hereof.

XXII

The Court hereby reserves jurisdiction and authority at any time, upon application of any party, the Watermaster, or upon its own motion, to make such modifications of, or such additions to, the provisions of this Judgment, or to make such further order or orders, as may be necessary or desirable for the adequate enforcement, protection or preservation of the rights of the respective parties as declared in this Judgment or as provided in said Agreement and amendment thereto. The Court further reserves jurisdiction to make any

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other and/or additional orders of sufficient kind and nature to protect the waters in said Raymond Basin Area or any portion thereof from contamination of the groundwater supply from cesspool effluent or surface waters.

XXIII

The defendant California-Michigan Land and Water Company is entitled to become a party to the Raymond Basin Area Water Exchange Agreement of 1934 and thereby become entitled to receive water upon the same terms and conditions provided in said Agreement with respect to the several parties thereto.

XXIV

The defendant Bradbury Estate Company, a corporation, and Eugene E. Bean be and they hereby are dismissed without costs.

XXV

None of the parties is entitled to recover its costs as against any other party.

DATED: March 26, 1984

/s/ Robert M. Olson
JUDGE OF THE SUPERIOR COURT

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Appendix E
Raymond Basin Pumping Reduction Resolution

RESOLUTION NO. 42-0109

RESOLUTION OF THE BOARD OF DIRECTORS OF THE RAYMOND BASIN MANAGEMENT BOARD ADOPTING A COOPERATIVE PUMPING REDUCTION PLAN FOR THE PARTIES WITH WATER RIGHTS IN THE PASADENA SUBAREA

BE IT RESOLVED BY THE RAYMOND BASIN MANAGEMENT BOARD OF DIRECTORS as follows:

Section 1. Purpose.

The Raymond Basin Management Board ("Board") desires to implement an interim solution to slow declining water levels in the area of the Raymond Basin, Western Unit, known as the Pasadena Subarea with the goal of a reduction of water produced below 1955 Decreed Rights from 17,843 Acre Feet to 12,493 Acre Feet, dissolution of remaining Long-Term Storage accounts and increased groundwater levels. In order to meet this goal, water production reductions will be implemented incrementally at a rate of 1,070 Acre Feet per year for five years until a 30% reduction is achieved. Implementation will begin July 1, 2009. Spreading credits will continue to be applied as in the past and will follow the exact protocol set forth in the Judgment. The reduction plan implemented by this resolution is not intended to supersede any provisions of the judgment but is intended as a means to improve water supply conditions and avoid disputes between impacted parties. This reduction plan has been developed cooperatively by the water rights holders in the Pasadena Subarea and is included as Exhibit "A" of this resolution.

Section 2. Findings.

(a) The Judgment of the Los Angeles Superior Court in *City of Pasadena v. City of Alhambra* (LASC No. C1323) ("Judgment") governs management of the Basin. The Board was appointed Watermaster to the Basin in 1984 when the Judgment was modified. As Watermaster, the Board has determined that the adjustment in Decreed Rights in 1955 was based on a snapshot of conditions during the first ten years the

judgment was in place and represented roughly a 30% increase in allowable production rights. The re-determination of the Safe Yield in 1955, which resulted in an increase in production rights along with the adoption of the Long-Term Storage Policy by the Board in 1993 played a major role in lower overall groundwater levels the Pasadena Subarea is experiencing today.

(b) The Raymond Basin and the Los Angeles area have experienced below-normal rainfall for eight of the past ten years, resulting in decreased storm water capture and runoff available for groundwater recharge.

(c) Producers within the Pasadena Subarea have been struggling to meet current demands and manage declining water levels.

(d) The Water Rights Holders within the Pasadena Subarea seek to find a cooperative solution to over drafting of the Pasadena Subarea.

(e) The Board, as Watermaster, seeks to establish a cooperative solution to over drafting of the Pasadena Subarea.

(f) The general consensus of the Board that the most effective method of managing the supply under current conditions is to look at each Subarea within the Basin independently or semi-independently when developing short-term or interim solutions.

(g) State of California, Department of Water Resources Bulletin 104-6, (June of 1971) indicated that maintaining the 1955 Decreed Rights as the Safe Yield benchmark without supplementing local supplies with imported recharge would eventually result in reduced overall storage in the Basin and the Pasadena Subarea.

(h) The Board authorized the Raymond Basin Baseline Study which was completed on February 2, 2004.

(i) The Baseline Study confirmed that groundwater levels have generally declined in the Pasadena Subarea since the Judgment was entered into and have not recovered proportionate to production, even during sustained wet periods.

(j) Stetson Engineers were retained to work with the Board in developing overall monitoring and management strategies for the Basin and the Pasadena Subarea based on the findings in the Baseline Study

(k) A mass balance analysis was done as part of Stetson's work which indicated that water levels have been impacted by certain modifications to Basin operations since the initial Judgment was entered into in 1944.

(l) Although more specific groundwater level data is required in the Pasadena Subarea to identify acute impact areas or pumping holes, enough data does currently exist to warrant immediate action to slow and eventually reverse the overall decline in water levels.

Section 3. Resolution.

NOW, THEREFORE, BE IT RESOLVED that the Raymond Basin Management Board will implement the Pasadena Subarea Reduction Plan (Reduction Plan) as described in Exhibit "A", attached hereto, effective July 1, 2009. The Board resolves to collect sufficient groundwater level and production data as to evaluate the effectiveness of the Reduction Plan on July 1, 2012. The Board further resolves to review the findings and consider any appropriate modifications or adjustments to the Reduction Plan at its first regular meeting thereafter. The Board reserves the right to review the Reduction Plan and consider appropriate action prior to July 1, 2012, should conditions require such action.

PASSED, APPROVED, AND ADOPTED on _____, 2009.

_____
President of the Board of Directors

ATTEST:

_____
Secretary

[SEAL]

EXHIBIT "A"
Pumping Reductions
Pasadena Subarea

The long term goal is a 30% reduction in production of all 1955 Decreed Rights (Decreed Rights) in the area of the Raymond Basin Western Unit, known as the Pasadena Subarea from 17,843 Acre Feet* to 12,493 Acre Feet and to ultimately dissolve remaining Long-Term Storage accounts. In order to meet this objective reductions will be implemented each year for five years until the 30% reduction is reached. Spreading credits will continue to be applied as in the past and will follow the exact protocol set forth in the Judgment. This means spreading credits must be produced within the same fiscal year they accrue or the following fiscal year and cannot be further carried over. Producers having water in Long Term Storage can use these accounts to make-up the difference between the total required reduction and plus or minus 10% of their 1955 Decreed Right** until such time as all of their water in Long Term Storage is exhausted. Water in Long Term Storage accounts will continue to be subject to Basin losses and those losses will be applied at the end of each fiscal year***.

Producers who cannot produce all of their Decreed Rights or Reduced Decreed Rights may lease those rights to other parties. These and other Decreed Rights must be produced that same year and cannot be carried over beyond the provisions set forth in the Judgment. Producers will be allowed to lease excess Decreed Rights and water in Long Term Storage to other producers but they will not be allowed to "replenish" or add to their Long Term Storage.

Additions to Long Term Storage will be discontinued and individual accounts will be capped at the June 30, 2008, amount and Long Term Storage accounts cannot be added to for any reason. Transfer of Long Term Storage water from the Monk Hill Subarea to the Pasadena Subarea on behalf on the City of Pasadena will be discontinued at the same time. Spreading credits aside, total aggregate production from the Pasadena Subarea (including leases) shall not exceed 16,773 Acre Feet or 17,843 minus 1,070 in the first year and will be

reduced by an additional 1,070 Acre Feet each subsequent year for five consecutive years to a total allowable amount of 12,493 Acre Feet in any single fiscal year, until the Basin sufficiently recovers.

The overall intended benefit received from the 30% reduction will be the stabilization and eventual increase in groundwater levels throughout the Pasadena Subarea. It is recognized that the Pasadena Subarea will most likely never return to the higher groundwater levels experienced in first half of the twentieth-century without importation of replenishment water. It is also recognized that there may be a reasonable operating range higher than current levels and still lower than early twentieth century levels, which is manageable until replenishment water is available. For this reason the working group has established an increase in the Basin of 50 feet above current levels as its initial goal. The Woodbury Well, owned by the City of Pasadena, will be used as the key well for the Pasadena Subarea. The level in the Woodbury Well will be measured at regular intervals by Raymond Basin staff to track the impacts of the re-adjusted pumping. Initially, it will take at least three years to have any valuable comparative data.

**The City of Pasadena has 12,807 Acre Feet of total 1955 Decreed Right in the Western Unit. 4,464 Acre Feet are in the Monk Hill portion of the Western Unit and 8,343 Acre Feet are in the Pasadena Subarea portion of the Western Unit. As adopted, this reduction plan applies to the 8,343 Acre Feet designated as Pasadena Subarea 1955 Decreed Right and any portion of the 4,464 Acre Feet of Monk Hill 1955 Decreed Right produced from the Pasadena Subarea.*

***Allowable Carryover will remain at 10% of each Party's original 1955 Decreed Right and will not be impacted by the agreed upon reductions.*

****Any Party having water stored in existing Long-Term Storage under Metropolitan Water District's (MWD) Cooperative Storage Program (CSP) can produce this water beyond reduction limits, if called upon by MWD to do so, with the concurrence of the Raymond Basin Management Board (Board). This CSP water will be accounted for separate from Long Term Storage and will still be subject to basin losses as determined each year by the Board.*

Appendix F
Spreading Basin Calculation Credits

Attachment A

Raymond Basin Management Board

Calculation of Spreading Credits in the Arroyo Seco and Millard Canyon

Proposal for Consideration

July 9, 2003

1. The right to divert for spreading and recapture is an alternative, in whole or in part, to the right to make direct use of such diversions, and does not preclude the direct use of such water, provided that the total amount of water diverted, either for spreading or direct use, does not exceed the Parties rights set forth in the Judgment.

2. The City of Pasadena and Lincoln Avenue Water Company shall have the right to recapture 60% of water it diverts for spreading less any water that escapes therefrom the existing former Los Angeles County Flood Control District's spreading basins, and recapture 80% for water that spreads into Pasadena Spreading Basins 1 & 2 (formerly known as Sludge Ponds 1 and 2) or any future spreading basins.

3. The remaining 40% of the water spread through Pasadena and Lincoln's diversions shall be apportioned to parties having pumping rights in the Western Unit of the Raymond Basin (which consists of the Monk Hill Subarea and the Pasadena Subarea). The water shall be divided in proportion to each party's percentage of annual decreed water rights in the Western Unit.

4. For accounting purposes, the first water taken from the Western Unit of the Raymond Basin during any accounting year, by any party receiving spreading credits during the previous accounting year, shall be considered by the Watermaster as water pumped.

5. This spreading credit apportionment scenario shall be run through the computer model that is to be completed by Geoscience as part of the Baseline Water Management Study. All the above provisions shall applied only if the computer model shows that this spreading and pumping practice will produce no harmful effects to Parties of the Raymond Basin.

6. The water levels in the Western Unit will be continuously monitored and analyzed by the Raymond Basin Watermaster to determine if there are any harmful effects to the water levels.

7. The new spreading credit methodology will be reviewed by the Raymond Basin Management Board's legal counsel and any necessary legal action will be brought to the Board for consideration and approval.

8. If the Board prior to July 1, 2004 approves the new spreading methodology, spreading credits under the new spreading methodology shall be accounted for retroactively to July 1, 2003.

Appendix G
Water Waste Prohibitions and Water Supply Shortage Plan Ordinance

Introduced by Councilmember McAustin

ORDINANCE NO. 7165

AN ORDINANCE OF THE CITY OF PASADENA AMENDING WATER SHORTAGE PROCEDURES, CHAPTER 13.10 OF THE PASADENA MUNICIPAL CODE, TO ESTABLISH WATER WASTE PROHIBITIONS AND WATER SUPPLY SHORTAGE PLANS

The People of the City of Pasadena ordain as follows:

SECTION 1. This ordinance, due to its length and the corresponding costs of publication, will be published by title and summary by Section 508 of the Charter of the City of Pasadena. The approved summary of this ordinance reads as follows:

"SUMMARY

Chapter 13.10. The purpose of Ordinance No. 7165 is to amend the Water Shortage Procedures ordinance (Chapter 13.10 of the Pasadena Municipal Code). This ordinance prohibits certain uses of water. The prohibitions include (among others) landscape watering between the hours of 9:00 a.m. and 6:00 p.m. on any day, except by certain specific methods; landscape watering during periods of rain; excessive water flow or runoff; washing down paved surfaces except under limited conditions; and limits on washing vehicles. The ordinance identifies additional prohibited water uses when the City Council after hearing declares the need to implement certain levels of water supply restrictions. The ordinance provides procedures for contesting violations and for seeking relief from the application of the ordinance where certain conditions are found to exist. Finally, the ordinance includes monetary penalties and/or installation of flow restricting devices for any Customer failing to comply with any of its provisions.

This ordinance shall take effect upon the expiration of thirty days from its publication."

SECTION 2. Title 13, Chapter, 13.10, Section 13.10.010 of the Pasadena Municipal Code is hereby amended to read:

"13.10.010 Short Title

This Chapter shall be known as the City of Pasadena Water Waste Prohibitions and Water Supply Shortage Plans."

SECTION 3. Title 13, Chapter 13.10, Section 13.10.015 of the Pasadena Municipal Code is hereby amended to read:

"13.10.015 Policy and Purpose

A. The purpose of this Chapter is to establish a water conservation and supply shortage program that will reduce water consumption within the City of Pasadena and its service territory through conservation, enable effective water supply planning, assure reasonable and beneficial use of water, prevent waste of water, and maximize the efficient use of water within the City of Pasadena and its service territory to avoid and minimize the effect and hardship of water shortage to the greatest possible extent.

B. This Chapter establishes permanent water waste and conservation standards intended to alter behavior related to water use efficiency at all times and further establishes four levels of water supply shortage response actions to be implemented during times of declared water shortage or declared water shortage emergency, with increasing restrictions on water use in response to worsening drought or emergency conditions and decreasing supplies."

SECTION 4. Title 13, Chapter 13.10, Section 13.20.020 of the Pasadena Municipal Code is hereby amended to read:

"13.10.020 Definitions

The following words and phrases whenever used in this Chapter shall have the meanings defined in this section:

A. "Billing unit" means the unit of water used to apply water rates for purposes of calculating water charges for a Customer's water usage and equals one hundred cubic feet (HCF) or 748 gallons.

B. "Customer" means any person, persons, association, corporation, or governmental agency supplied and billed for water service by the Department.

C. "Department" means the City of Pasadena Water and Power Department.

D. "Person" means any individual person or persons, corporation, public or private entity, governmental agency or institution, including all agencies and departments of the City of Pasadena, or any other user of water provided by the Department.

E. "Potable Water" means water that is suitable for drinking.

F. "Recycled Water" means the reclamation and reuse of non-potable water for beneficial use.

G. "Single Pass Cooling Systems" means equipment where water is circulated only once to cool equipment before being disposed.

H. "Water Conservation Target" means the necessary percentage reduction in the Department's total water sales to eliminate or mitigate a water supply shortage."

SECTION 5. Title 13, Chapter 13.10, Section 13.10.030 of the Pasadena Municipal Code is hereby amended to read:

"13.10.030 Application

The provisions of this Chapter apply to any person in the use of any Potable Water provided by the Department, except for the following water uses:

A. Water necessary for water system or fire suppression system testing and maintenance, or fire suppression and other similar emergency services affecting public health and safety.

B. Water necessary to protect public health and safety as determined in the sole discretion of the Department.

C. Any use of Recycled Water.

D. The use of water by commercial nurseries and commercial growers to sustain plants, trees, shrubs, crops or other vegetation intended for commercial use."

SECTION 6. Title 13, Chapter 13.10, Section 13.10.32 of the Pasadena Municipal Code is hereby added to read:

"13.10.032 Permanent Water Conservation Requirements

The following water conservation requirements are effective at all times and are permanent. Violations of this section constitute waste and an unreasonable use of water.

A. Limits on Watering Hours: Watering or irrigating of lawn, landscape or other vegetated area is prohibited between the hours of 9:00 a.m. and 6:00 p.m. on any day, except by use of a hand-held bucket or similar container, a hand-held hose equipped with a water shut-off nozzle or device, or for very short periods of time for the express purpose of adjusting or repairing an irrigation system.

B. No Watering During Periods of Rain: Watering or irrigating of lawn, landscape or other vegetated area during periods of rain is prohibited.

C. No Water Flow or Runoff: Watering or irrigating any lawn, landscape or other vegetated areas in a manner that causes or allows excessive water flow or runoff onto an adjoining sidewalk, driveway, street, alley, gutter or ditch is prohibited.

D. No Washing Down Hard or Paved Surfaces: Washing down hard or paved surfaces, including but not limited to sidewalks, walkways, driveways, parking areas, tennis courts, patios or alleys, is prohibited except as follows: (i) where necessary to alleviate safety or sanitary hazards and then only by use of a hand-held bucket or similar container, a hand-held hose equipped with a water shut-off nozzle or device; or (ii) when using a low-volume high-pressure cleaning machine equipped to recycle any water used, or a low-volume high-pressure water broom.

E. Obligation to Fix Leaks, Breaks or Malfunctions: Loss or escape of water through breaks, leaks or other malfunctions in the water user's plumbing or distribution system for any period of time after such escape of water should have reasonably been discovered and corrected and in no event more than seven (7) days of receiving notice from the Department is prohibited.

F. Recirculating Water Required for Water Fountains and Decorative Water Features: Operating a water fountain or other decorative water feature that does not use re-circulated water is prohibited.

G. Limits on Washing Vehicles: Using water to wash a vehicle, including but not limited to any automobile, truck, van, bus, motorcycle, boat or trailer, whether motorized or not, is prohibited, except by use of a hand-held bucket or similar container or a hand-held hose equipped with a water shut-off nozzle or device. This subsection does not apply to any commercial car washing facility.

H. Drinking Water Served Upon Request Only: Eating or drinking establishments, including but not limited to a restaurant, hotel, café, cafeteria, bar or other public place where food and drinks are sold, served or offered for sale, are prohibited from providing drinking water to any person unless expressly requested by the patrons.

I. Restaurants Required to Use Water Conserving Dish Wash Spray Valves: Food preparation establishments, such as restaurants, cafes and cafeterias, are prohibited from using non-water conserving dish wash spray valves.

J. Commercial Lodging Establishments Shall Provide Guests Option to Decline Daily Linen Services: Hotels, motels and other commercial lodging establishments must provide customers the option of not having towels and linens laundered daily. Commercial lodging establishments must prominently display notice of this option in each bathroom using clear and easily understood language.

K. No Installation of Single Pass Cooling Systems: Installation of Single Pass Cooling Systems is prohibited in buildings requesting new water service.

L. No Installation of Non-recirculating equipment in Commercial Car Wash and Laundry Systems: Installation of non-recirculating water systems is prohibited in new commercial conveyor car washes and new commercial laundry systems.

M. Commercial Car Wash Systems: Effective July 1, 2011, all commercial conveyor car wash systems must have installed operational re-circulating water systems or must have secured a waiver of this requirement from the City of Pasadena."

SECTION 7. Title 13, Chapter 13.10, Section 13.10.035 is hereby amended to read:

"13.10.035 Water Shortage Plan Implementation

The Department shall monitor and evaluate the projected supply and demand for water by its Customers. In the event of a water shortage, the Department shall recommend that the City Council make a determination that a water shortage exists and which water shortage Level as provided in this Chapter permits the Department to prudently plan for and supply water to its Customers. Prior to implementation of a water shortage level as provided in this Chapter, the City Council shall hold a public hearing for the purposes of determining: (i) whether a water shortage exists; (ii) the Water Conservation Target that is necessary; and, (iii) which level of water supply shortage provided in this Chapter is appropriate to address the water shortage. Notice of the time and place of said public hearing shall be published not less than ten (10) days before the hearing in a newspaper of general circulation within the city. The City Council's determination shall be made by public proclamation and shall become effective immediately upon such publication. At any time during the water shortage period the City Council may discontinue any level or may implement another level as provided in this Chapter. Upon a finding by the City Council that a water shortage no longer exists, any water shortage level then in effect shall terminate."

SECTION 8. Title 13, Chapter 13.10, Section 13.10.040 is hereby amended to read:

"13.10.040 Level 1 Water Supply Shortage

A. A Level 1 water supply shortage exists when the City Council determines, in its sole discretion, that due to drought or other water supply conditions a water supply shortage or threatened shortage exists and demand reduction is necessary to make more efficient use of water and appropriately respond to existing water conditions. Upon the declaration by the City Council of a Level 1 water supply shortage, the Department shall implement the mandatory Level 1 conservation measures identified in this section.

B. Water Conservation Measures: The following water conservation requirements apply during a declared Level 1 water supply shortage:

1. Limits on Watering Days: Watering or irrigating of lawn, landscape or other vegetated area is limited to three (3) days per week from April 1 through October 31, and no more than one (1) day per week from November 1 through March 31, on a schedule established and posted by the Department. This subsection does not apply to landscape irrigation zones that exclusively use low flow drip type irrigation systems where no emitter produces more than two (2) gallons of water per hour. This subsection also does not apply to watering or irrigating by use of a hand-held bucket or similar container, or by use of a hand-held hose equipped with a water shut-off nozzle or device; for very short periods of time for the express purpose of adjusting or repairing an irrigation system; or for maintenance of vegetation, including fruit trees and shrubs, intended for consumption.

2. Obligation to Fix Leaks, Breaks or Malfunctions: All leaks, breaks or other malfunctions in the water user's plumbing or distribution system shall be repaired within seventy-two (72) hours of notification by the Department unless other arrangements are made with the Department."

SECTION 9. Title 13, Chapter 13.10, Section 13.10.045 is hereby amended to read:

"13.10.045 Level 2 Water Supply Shortage

A. A Level 2 water supply shortage exists when the City Council determines, in its sole discretion, that due to drought or other water supply conditions a water supply shortage or threatened shortage exists and demand reduction is necessary to make more efficient use of water and appropriately respond to existing water conditions. Upon the declaration by the City Council of a Level 2 water supply shortage, the Department shall implement the mandatory Level 2 conservation measures identified in this section.

B. Water Conservation Measures: The following water conservation requirements apply during a declared Level 2 water supply shortage:

1. Limits on Watering Days: Watering or irrigating of lawn, landscape or other vegetated area with water is limited to two (2) days per week from April 1 through October 31, and no more than one (1) day per week from November 1 through March 31, on a schedule established and posted by the Department. This subsection does not apply to landscape irrigation zones that exclusively use low flow drip type irrigation systems where no emitter produces more than two (2) gallons of water per hour. This subsection also does not apply to watering or irrigating by use of a hand-held bucket or similar container or by use of a hand-held hose equipped with a water shut-off nozzle or device; for very short periods of time for the express purpose of adjusting or repairing an irrigation system; or for maintenance of vegetation, including fruit trees and shrubs, intended for consumption.

2. Obligation to Fix Leaks, Breaks or Malfunctions: All leaks, breaks or other malfunctions in the water user's plumbing or distribution system shall be repaired within forty-eight (48) hours of notification by the Department unless other arrangements are made with the Department.

3. Limits on Filling Ornamental Lakes or Ponds: Filling or re-filling ornamental lakes or ponds is prohibited, except to the extent needed to sustain aquatic life."

SECTION 10. Title 13, Chapter 13.10, Section 13.10.050 is hereby amended to read:

"13.10.050 Level 3 Water Supply Shortage

A. A Level 3 water supply shortage exists when the City Council determines, in its sole discretion, that due to drought or other water supply conditions, a water supply shortage or threatened shortage exists and demand reduction is necessary to make more efficient use of water and appropriately respond to existing water conditions. Upon the declaration by the City Council of a Level 3 water supply shortage, the Department shall implement the mandatory Level 3 conservation measures identified in this section.

B. Water Conservation Measures: The following water conservation requirements apply during a declared Level 3 water supply shortage:

1. Limits on Watering Days: Watering or irrigating of lawn, landscape or other vegetated area is limited to one (1) day per week, according to a schedule established and posted by the Department. This subsection does not apply to the following categories of use, as determined by the Department in its sole discretion:

i. Landscape irrigation zones that exclusively use low flow drip type irrigation systems where no emitter produces more than two (2) gallons of water per hour.

ii. Watering or irrigating by use of a hand-held bucket or similar container, or a hand-held hose equipped with a water shut-off nozzle or device.

iii. Watering for very short periods of time for the express purpose of adjusting or repairing an irrigation system.

iv. Maintenance of vegetation, including fruit trees and shrubs, intended for consumption.

v. Maintenance of existing landscape necessary for fire protection.

vi. Maintenance of existing landscape for soil erosion control.

vii. Maintenance of plant materials identified to be rare or essential to the well-being of protected species.

viii. Maintenance of landscape within active public parks and playing fields, school grounds, golf course greens, and day care centers, provided that such irrigation does not exceed two (2) days per week, according to a schedule established and posted by the Department.

ix. Actively irrigated environmental mitigation projects.

2. Obligation to Fix Leaks, Breaks or Malfunctions: All leaks, breaks or other malfunctions in the water user's plumbing or distribution system shall be

repaired within thirty-six (36) hours of notification by the Department, unless other arrangements are made with the Department.

3. Limits on Filing Ornamental Lakes or Ponds: Filling or re-filling ornamental lakes or ponds is prohibited, except to the extent needed to sustain aquatic life."

SECTION 11. Title 13, Chapter 13.10, Section 13.10.052 is hereby added to read:

"13.10.052 Level 4 Water Supply Shortage -- Emergency Condition

A. A Level 4 water supply shortage condition is also referred to as an "emergency" condition. A Level 4 condition exists when the City Council declares a Level 4 water supply shortage. Upon the declaration by the City Council of a Level 4 water supply shortage, the Department will implement the mandatory Level 4 conservation measures identified in this section.

B. Water Conservation Measures: The following water conservation requirements apply during a declared Level 4 water supply shortage:

1. No Watering or Irrigating: Watering or irrigating of lawn, landscape or other vegetated area is prohibited. This restriction does not apply to the following categories of use, as determined by the Department in its sole discretion:

i. Maintenance of vegetation, including fruit trees and shrubs, vegetation intended for consumption.

ii. Maintenance of existing landscape necessary for fire protection.

iii. Maintenance of existing landscape for soil erosion control.

iv. Maintenance of plant materials identified to be rare or essential to the well-being of protected species.

v. Maintenance of landscape within active public parks and playing fields, school grounds, golf course greens, and day care centers, provided that such irrigation does not exceed two (2) days per week, according to a schedule established and posted by the Department.

vi. Actively irrigated environmental mitigation projects.

2. Obligation to Fix Leaks, Breaks or Malfunctions: All leaks, breaks or other malfunctions in the water user's plumbing or distribution system shall be repaired within twenty-four (24) hours of notification by the Department, unless other arrangements are made with the Department.

3. Limits on Filling Ornamental Lakes or Ponds: Filling or re-filling ornamental lakes or ponds is prohibited, except to the extent needed to sustain aquatics life.

4. Limits on Filling Residential Swimming Pools and Spas: Refilling of more than one (1) foot and initial filling of residential swimming pools or outdoor spas is prohibited.

5. No New Potable Water Service: Upon declaration of a Level 4 water supply shortage, no new Potable Water service will be provided, no new temporary meters or permanent meters will be provided, and no statements of immediate ability to service or provide Potable Water service will be issued, except under the following circumstances:

i. A valid, unexpired building permit has been issued for the project; or

ii. The project is necessary to protect the public health, safety and welfare; or

iii. The applicant provides substantial evidence of an enforceable commitment that water demands for the project will be offset prior to the provision of a new water meter(s) to the satisfaction of the Department.

This subsection does not preclude the resetting or turn-on of meters to provide continuation of water service or the restoration of service that has been interrupted for a period of one (1) year or less."

SECTION 12. Title 13, Chapter 13.10, Section 13.10.055 is hereby repealed.

SECTION 13. Title 13, Chapter 13.10, Section 13.10.60 is hereby amended to read:

"13.10.60 Additional Water Shortage Measures: The City Council may order implementation of other water conservation measures additional to those set forth in this Chapter. Such additional water shortage measures shall be implemented in the manner provided in Section 13.10.035."

SECTION 14. Title 13, Chapter 13.10, Section 13.10.065 is hereby amended to read:

"13.10.065 Violations and Penalties: Residential Customers and All Other Customers with Water Meters Less than 1-1/2 inch

A. Violation: A Customer shall be responsible for all uses of water served by the Customer's water meter. Violation of any of the provisions of this Chapter shall be the responsibility of the Customer.

B. Penalties: Monetary penalties imposed under this section shall be collected by adding the same to the Customer's water bill and shall be payable at the same time and in the same manner as such bills or by such other method of collection and payment as established by the Department. Penalties for failure to comply are as follows:

1. First Violation: The Department will issue a written notice of violation. Said notice shall contain, in addition to the facts of the violation, a statement of the possible penalties for each violation and a statement informing the Customer of his right to a hearing on the merits of the alleged violation. Notice of violation shall be sent through regular mail to the address at which the Customer is billed by the Department.

2. Second Violation: A second violation within the preceding twelve (12) calendar months is punishable by a fine of one hundred dollars ($100).

3. Third Violation: A third violation within the preceding twelve (12) calendar months is punishable by a fine of two hundred dollars ($200).

4. Fourth Violation: A fourth violation within the precluding twelve (12) calendar months is punishable by a fine of three hundred and fifty dollars ($350).

5. Fifth and Subsequent Violations: A fifth and any subsequent violation is punishable by a fine of five hundred dollars ($500)."

SECTION 15. Title 13, Chapter 13.10, Section 13.10.067 is hereby added to read:

"13.10.067 Violations and Penalties: Non-Residential Customers With Water Meters 1-1/2 inch or Larger

A. Violation: A Customer shall be responsible for all uses of water served by the Customer's water meter. Violation of any of the provisions of this Chapter shall be the responsibility of the Customer.

B. Penalties: Monetary penalties imposed under this section shall be collected by adding the same to the Customer's water bill and shall be payable at the same time and in the same manner as such bills or by such other method of collection and payment as established by the Department. Penalties for failure to comply are as follows:

1. First Violation: The Department will issue a written notice of violation. Said notice shall contain, in addition to the facts of the violation, a statement of the possible penalties for each violation and a statement informing the Customer of his right to a hearing on the merits of the alleged violation. Notice of violation shall be sent through regular mail to the address at which the Customer is billed by the Department.

2. Second Violation: A second violation within the preceding twelve (12) calendar months is punishable by a fine of two hundred dollars ($200).

3. Third Violation: A third violation within the preceding twelve (12) calendar months is punishable by a fine of four hundred dollars ($400).

4. Fourth Violation: A fourth violation within the preceding twelve (12) calendar months is punishable by a fine of seven hundred dollars ($700).

5. Fifth and Subsequent Violations: A fifth and any subsequent violation is punishable by a fine of one thousand dollars ($1,000)."

SECTION 16. Title 13, Chapter 13.10, Section 13.10.070 is hereby repealed.

SECTION 17: Title 13, Chapter 13.10, Section 13.10.075 is hereby amended to read:

"13.10.075 Right to Hearing - Stay

Any Customer receiving a notice of violation shall have a right to a hearing by the general manager of the Department, or his or her designee, on the merits of the alleged violation upon that Customer's written request to the Department. Customer's written request for a hearing must be received by the Department within ten (10) days of the date of notification of the violation or Customer's right to a hearing shall be deemed waived. The Customer shall be deemed notified of a violation upon the personal delivery of the notice to Customer or, if personal delivery is not given, the date on which the notice is placed in the regular mail. The Customer's timely written request for a hearing shall automatically stay the imposition of penalty until the general manager of the Department, or his or her designee, renders a decision. No other or further stay shall be granted by the Department. The Department may issue regulations to govern the contents of the request for hearing and the manner in which such hearings may be conducted.

A Customer may, with the concurrence of the general manager, waive the right to hearing and elect one of the following options in lieu of the imposition of a penalty: (i) complete a water efficiency training class offered by the Department; (ii) complete all recommendations presented in a landscape audit; (iii) retrofit inefficient fixtures or irrigation systems; and/or (iv) timely complete such other water savings program as the

department may establish for the customer. The customer and the department shall establish a timetable for completion of the selected option. In event the customer fails to satisfactorily and completely perform the option within the established timetable, the department shall impose the penalty. A customer shall not be eligible to elect the same option more than once within a twelve month period. "

SECTION 18: Title 13, Chapter 13.10, Section 13.10.080 is hereby amended to read:

"13.10.080 Reservation of rights

The rights of the Department hereunder shall be cumulative to any other right of the Department to discontinue service. All monies collected pursuant to the penalty provisions of this Chapter shall be deposited in the water fund."

SECTION 19. Title 13, Chapter 13.10, Section 13.10.085 is hereby repealed.

SECTION 20. Title 13, Chapter 13.10, Section 13.10.095 is hereby amended to read.

"13.10.095 Flow Restrictors and Disconnecting Service

A. Water Flow Restrictor: Where necessary to achieve compliance, the Department may install a water flow restrictor device of approximately one (1) gallon per minute capacity for services up to one and one-half (1-½) inch meter size and comparably sized restrictors for larger services. The Department will provide the Customer with written notice of intent to install a flow restrictor a minimum of forty-eight (48) hours in advance of installation.

B. The Customer shall be responsible for payment of the Department's charges for installing and removing any flow restrictor device and for disconnection and

reconnecting service. The charge for installing or removing any flow restrictor device must be paid to the Department before the device is removed. Nonpayment will be subject to the same remedies as nonpayment of basic water service billing.

C. Discontinuing Service: In addition to any penalties and/or the installation of a water flow restrictor, the Department may disconnect a Customer's water service for continuing or willful violations of this Chapter."

SECTION 21. Title 13, Chapter 13.10, Section 13.10.100 is hereby amended to read:

"13.10.100 Customer Water Conservation Reports

At the written request of the general manager of the Department, all commercial and industrial Customers using 25,000 billing units per year or more shall submit a water conservation plan to the Department on a form and with a content approved by the Department. These users shall thereafter submit quarterly reports to the Department on the progress of their conservation plans. The conservation plan must include recommendations for increased water savings and the reports must include progress to date on implementation of such recommendations."

SECTION 22. Title 13, Chapter 13.10, Section 13.10.110 is hereby added to read:

"13.10.110 Severability

If any section, subsection, sentence, clause or phrase in this Chapter is for any reason held invalid, the validity of the remainder of the Chapter will not be affected. The City Council hereby declares it would have passed this Chapter and each section,

subsection, sentence, clause or phrase thereof irrespective of the fact that one or more sections, subsections, sentences, clauses or phrases or is declared invalid."

SECTION 23. Ordinance No. 7165 shall take effect upon the expiration of thirty (30) days from its publication.

Signed and approved this 1st day of June, 2009.

Bill Bogaard

William J. Bogaard
Mayor

I HEREBY CERTIFY that the foregoing ordinance was adopted by the City Council of the City of Pasadena at its regular meeting held June 1, 2009, by the following vote:

AYES: Councilmembers Haderlein, Holden, Madison, McAustin, Robinson, Tornek, Vice Mayor Gordo, Mayor Bogaard

NOES: None

ABSENT: None

ABSTAIN: None

Published: June 4, 2009
Pasadena Journal

Mark Jomsky, CMC
City Clerk

APPROVED AS TO FORM:

for

Scott D. Rasmussen
Senior Assistant City Attorney

Appendix H
2009/2010 CUWCC BMP Report

CUWCC BMP RETAIL COVERAGE REPORT 2009-2010

Foundation Best Management Practices for Urban Water Efficiency

Agency: City of Pasadena **District Name:** 0 **CUWCC Unit #:** 72
Retail

Primary Contact Nancy Long **Telephone** 626.744.3865 **Email:** nlong@cityofpasadena.net

Compliance Option Chosen By Reporting Agency:
(Traditional, Flex Track or GPCD)
GPCD if used:

GPCD in 2010	**155**
GPCD Target for 2018	172

Year	Report	Target		Highest Acceptable Bound	
		% Base	GPCD	% Base	GPCD
2010	1	96.4%	202	100%	210
2012	2	92.8%	195	96%	202
2014	3	89.2%	187	93%	195
2016	4	85.6%	179	89%	187
2018	5	82.0%	172	82%	172

Not on Track if 2010 GPCD is > than target

GPCD in 2010	**155**
Highest Acceptable GPCD for 2010	**210**

On Track

Reporting Period: Fiscal

Agency: City of Pasadena **District Name:** 0 **CUWCC Unit #:** 72
Retail

CUWCC BMP RETAIL COVERAGE REPORT 2009-2010

Foundation Best Management Practices for Urban Water Efficiency

BMP 1.1 Operational Practices

		2009	2010
1.Conservation Coordinator	Name	Nancy Long	Nancy Long
	Title	Water Conservation Manager	Water Conservation Manager
	Email		nlong@cityofpasad
		On Track	**On Track**
2. Water waste prevention documentation			
	Descriptive File	Water Shortage Ordinance 13.10	Water Shortage Ordinance 13.10
	URL	AN ORDINANCE OF THE CITY OF PASADENA AMENDING WATER SHORTAGE PROCEDURES, CHAPTER 13.10 OF THE PASADENA MUNICIPAL CODE, TO ESTABLISH WATER WASTE PROHIBITIONS AND WATER SUPPLY SHORTAGE PLANS.	http://ww2.cityofpasadena.net/waterandpower/watershortage/FINAL%20ORDINANCE%20WATER%
	Description	AN ORDINANCE OF THE CITY OF PASADENA AMENDING WATER SHORTAGE PROCEDURES, CHAPTER 13.10 OF THE PASADENA MUNICIPAL CODE, TO ESTABLISH WATER WASTE PROHIBITIONS AND WATER SUPPLY SHORTAGE PLANS.	AN ORDINANCE OF THE CITY OF PASADENA AMENDING WATER SHORTAGE PROCEDURES, CHAPTER 13.10 OF THE PASADENA MUNICIPAL CODE, TO ESTABLISH WATER WASTE PROHIBITIONS AND WATER SUPPLY SHORTAGE PLANS.
		On Track	**On Track**

Agency: City of Pasadena **District Name:** 0 **CUWCC Unit #:** 72
Retail

CUWCC BMP RETAIL COVERAGE REPORT 2009-2010

Foundation Best Management Practices for Urban Water Efficiency

BMP 1.2 Water Loss Control

	2009		
Complete a prescreening Audit	yes	On Track	On Track if Yes
Metered Sales	33,457		
Verifiable Other Uses	15		
Total Supply	34,502		
(Metered Sales + System uses)/ Total Supply >0.89	0.97	On Track	On Track if =>.89, Not on Track if No
If ratio is less than 0.9, complete a full scale Audit in 2009?	Yes	On Track	On Track if Yes
Verify Data with Records on File?	Yes	On Track	On Track if Yes
Operate a system Leak Detection Program?	Yes	On Track	On Track if Yes

	2010		
Compile Standard Water Audit using AWWA Software?	Yes	On Track	On Track if Yes, Not on Track if No
AWWA file provided to CUWCC?	Yes	On Track	On Track if Yes, Not on Track if No
AWWA Water Audit Validity Score?	0		Info only until 2012
Completed Training in AWWA Audit Method?	no		Info only until 2012
Completed Training in Component Analysis Process?	No		
Complete Component Analysis?	No		Info only until 2012
Repaired all leaks and breaks to the extent cost effective?	Yes	On Track	On Track if Yes, Not on Track if No
Locate and repair unreported leaks to the extent cost effective.	Yes	On Track	On Track if Yes, Not on Track if No
Maintain a record-keeping system for the repair of reported leaks, including time of report, leak location, type of leaking pipe segment or fitting, and leak running time from report to repair.			Info only until 2012

Provided 7 types of Water Loss Control Info

Info only until 2012

Leaks Repaired	Value Real Losses	Value Apparent Losses	Miles Surveyed	Press Reduction	Cost of Interventions	Water Saved
69	$ 27,000	$ -	50	Off	$ -	0

Agency: City of Pasadena **District Name:** 0 **CUWCC Unit #:** 72
Retail

CUWCC BMP RETAIL COVERAGE REPORT 2009-2010

Foundation Best Management Practices for Urban Water Efficiency

1.3 METERING WITH COMMODITY RATES FOR ALL NEW CONNECTIONS AND RETROFIT OF EXISTING CONNECTIONS

If signed MOU prior to 31 Dec 1997, On Track if all connections metered; If signed after 31 Dec 1997, complete meter installations by 1 July 2012 or within 6 yrs of signing and 20% biannual reduction of unmetered connections.

	2009		2010		
Exemption or 'At least as Effective As' accepted by CUWCC					
Numbered Unmetered Accounts	No *	On Track	No *	On Track	On Track if no unmetered accounts
Metered Accounts billed by volume of use	Yes	On Track	Yes	On Track	Volumetric billing required for all connections on same schedule as metering
Number of CII accounts with Mixed Use meters	3,688		3,688		Info only
Conducted a feasibility study to assess merits of a program to provide incentives to switch mixed-use accounts to dedicated landscape meters?	No		No		Info Only
Feasibility Study provided to CUWCC?	No		No		Info Only
Completed a written plan, policy or program to test, repair and replace meters	Yes	On Track	Yes	On Track	On Track if Yes, Not on Track if No

CUWCC BMP RETAIL COVERAGE REPORT 2009-2010

Foundation Best Management Practices for Urban Water Efficiency

Agency: City of Pasadena **District Name:** 0 **CUWCC Unit #:** 72
Retail

Primary Contact Nancy Long **Email:** nlong@cityofpasadena.net

1.4 Retail Conservation Pricing

Metered Water Rate Structure

On Track if: Increasing Block, Uniform, Allocation, Standby Service; Not on Track if otherwise

Customer Class	2009 Rate Type	Conserving Rate?	Customer Class	2010 Rate Type	Conserving Rate?
Single-Family	Increasing Block Seasonal	Yes	Single-Family	Increasing Block Seasonal	Yes
Multi-Family	Increasing Block Seasonal	Yes	Multi-Family	Increasing Block Seasonal	Yes
Commercial	Increasing Block Seasonal	Yes	Commercial	Increasing Block Seasonal	Yes
Fire Lines	Other	No	Fire Lines	Other	No
Other	Select a Rate Structure		Other	Other	No
	On Track			On Track	

Year Volumetric Rates began for Agencies with some Unmetered Accounts

Info only

Agencies with Partially Metered Service Areas: If signed MOU prior to 31 Dec. 1997, implementation starts no later than 1July 2010. If signed MOU after 31 Dec. 1997, implementation starts no later than 1July 2013, or within seven years of signing the MOU,

Agency: City of Pasadena
Retail

District Name: 0

CUWCC Unit #: 72

CUWCC BMP RETAIL COVERAGE REPORT 2009-2010

Foundation Best Management Practices for Urban Water Efficiency

Adequacy of Volumetric Rates) for Agencies with No Unmetered Accounts

Customer Class	2009 Rate Type	2009 Volumetric Revenues $1000s	2010 Rate Type	2010 Volumetric Revenues $1000s
Single-Family	Increasing Block	$ 11,630	Single-Family	$ 11,136
Multi-Family		$ 4,106		$ 4,118
Commercial		$ 7,872		$ 7,909
Fire Lines		$ -		$ -
Other		$ -		$ -
Other		$ -		$ -
Other		$ -		$ -
Total Revenue Commodity Charges (V):		$ 23,607		$ 23,162
Total Revenue Fixed Charges (M):		$ 9,399		$ 11,962
Calculate: V / (V + M):		72%		66%
		On Track		On Track

Agency Choices for rates:

A) Agencies signing MOU prior to 13 June2007, implementation starts 1 July2007: On Track if (V / (V + M) ≥ 70% x .8 = **56% for 2009** and 70%x0.90 = **63% for 2010**; Not on track if (V / (V + M)) < 70%;

B) Use Canadian model.

Agencies signing MOU after 13June2007, implementation starts July 1 of year following signing.

Canadian Water & Wastewater Rate Design Model Used and Provided to CUWCC	No	No
If Canadian Model is used, was 1 year or 3 year period applied?		

Agency: City of Pasadena
Retail

District Name: 0

CUWCC Unit #: 72

CUWCC BMP RETAIL COVERAGE REPORT 2009-2010

Foundation Best Management Practices for Urban Water Efficiency

Wastewater Rates

	2009		2010
Does Agency Provide Sewer Service?	yes	If 'No', then wastewater rate info not required.	No

Customer Class	2009 Rate Type	Conserving Rate?	Customer Class	2010 Rate Type	Conserving Rate?
Single-Family	Uniform	Yes			No
Commercial	Uniform	Yes			
Other	Select a Rate Structure	Yes			
Other	Select a Rate Structure	Yes			
Other	Select a Rate Structure	yes			
		On Track			On Track

On Track if: 'Increasing Block', 'Uniform', 'based on long term marginal cost' or 'next unit of capacity'

CUWCC BMP RETAIL COVERAGE REPORT 2009-2010

Foundation Best Management Practices for Urban Water Efficiency

Agency: City of Pasadena **District Name:** 0 **CUWCC Unit #:** 72

Coverage Report Date: May 19, 2011

Primary Contact Nancy Long **Telephone** #N/A **Email:** nlong@cityofpasadena.net

BMP 2. EDUCATION PROGRAMS

BMP 2.1 Public Outreach Actions Implemented and Reported to CUWCC

	2009	2010
1) Contacts with the public (minimum = 4 times per year)	286	207
2) Water supplier contacts with media (minimum = 4 times per year, i.e., at least quarterly).	96	88
3) An actively maintained website that is updated regularly (minimum = 4 times per year, i.e., at least quarterly).	Yes	Yes
4) Description of materials used to meet minimum requirement.	General water conservation information Newsletter articles on conservation Newsletter articles on conservation Website Newspaper contacts News releases Radio contacts Television contacts	Newsletter articles on conservation Newsletter articles on conservation General water conservation information Website News releases Newspaper contacts Television contacts Radio contacts
5) Annual budget for public outreach program.	$ 330,000	$ 300,000
6) Description of all other outreach programs	Internal staff support and activities	0
	OnTrackfor 6 Actions	OnTrack for 6 Actions

All 6 action types implemented and reported to CUWCC to be 'On Track')

Agency: City of Pasadena **District Name:** 0 **CUWCC Unit #:** 72

Coverage Report Date: May 19, 2011

CUWCC BMP RETAIL COVERAGE REPORT 2009-2010

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2.2 School Education Programs Implemented and Reported to CUWCC

	2009	2010	
Does a wholesale agency implement School Education Programs for this unility's benefit?	No	No	
Name of Wholesale Supplier?	0	0	
1) Curriculum materials developed and/or provided by agency	Age appropriate activity workbooks that provide information on the hydrologic cycle, conservation, water quality and water delivery.	Project WET	Yes/ No
2) Materials meet state education framework requirements and are grade-level appropriate?	Yes	Yes	All 5 actions types implemented and reported to CUWCC to be 'On Track'
3) Materials Distributed to K-6?	yes	Yes	
Describe K-6 Materials	Activity workbooks that provide information on the hydrologic cycle, conservation, pollution, and water delivery. Home water audit kits, low flow showerheads, shower timers and aerators. School supplies (pens, pencils, rulers, water drop erasers & pencil pouches with imprinted conservation messages).	Activity workbooks that provide information on the hydrologic cycle, conservation, water quality and water delivery. Home water audit kits, showertimers, low flow showerheads and aerators. School supplies (pens, pencils, rulers, water drop erasers & pencil pouches with imprinted conservation messages).	Describe materials to meet minimum requirements
Materials distributed to 7-12 students?	No	No	Info Only
4) Annual budget for school education program.	$ 4,300	$ 45,000	
5) Description of all other water supplier education programs	We distribute information and links to MWD's online educational tool "What do you know about H2o?"	Training for high school students; water conservation messaging/tips and showerhead distribution conducted in person door-to-door in low income residential areas.	
	1 **On Track**	1 **On Track**	