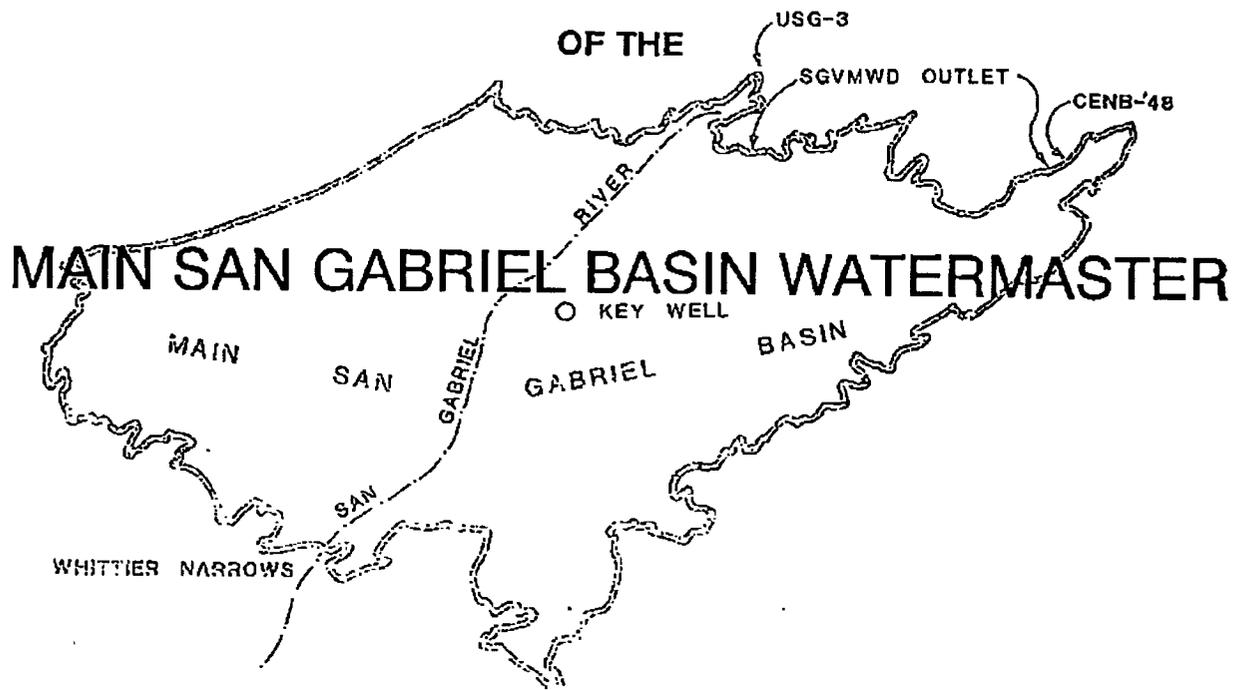


WATERMASTERS:  
Linn E. Megoffin, Chairman  
Reginald A. Stone, Vice Chairman  
Gerald J. Black, Secretary  
Nels Palm, Treasurer  
Royal K. Brown  
Richard W. Cartwell  
Burlin E. Jones  
C. Robert Keiser  
A. A. Krueger

John E. Maulding, Executive Officer  
Ralph B. Hahn, Attorney  
Thomas M. Statton, Engineer

## RULES AND REGULATIONS



UPPER SAN GABRIEL VALLEY MUNICIPAL WATER DISTRICT VS. CITY OF ALHAMBRA, ET AL.  
CASE NO. 924128 - LOS ANGELES COUNTY

AS AMENDED  
OCTOBER 7, 1992  
RESOLUTION NO. 10-92-99

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RULES AND REGULATIONS OF  
MAIN SAN GABRIEL BASIN WATERMASTER

(As Revised, Amended, and Readopted by Resolution No. -92- , Adopted  
, 1992)

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The definitions set forth in the Judgment in Los Angeles County Superior Court Civil Action No. 924128, entitled, "Upper San Gabriel Valley Municipal Water District v. City Alhambra, et al." as amended (Judgment herein), as well as additional definitions relating specifically to Section 28 of these Rules and Regulations, are used herein with the same meanings and are listed in Appendix "A" hereof.

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1. Offices and Records. Watermaster's offices and records shall be maintained at:

425 East Huntington Drive, Suite 200

Monrovia, California 91016,

Telephone (818) 305-1500

Telefax (818) 305-1506

Said records shall be available for inspection by any Party during regular business hours. Copies of said records may be had upon payment of the costs of the duplication thereof and of any preparation costs pertaining thereto.

2. Watermaster Meetings and Holidays. Regular meetings of Watermaster shall be held at 1:30 P.M. on the first Wednesday of each and every month in the Council Chambers of the City of Monrovia, 415 South Ivy Avenue, Monrovia, California 91016.

(a) Holidays. The following holidays shall be observed by

1 Watermaster:

- 2 - January 1 (New Year's Day);
- 3 - The third Monday in January (Martin Luther King's Birthday);
- 4 - The third Monday in February (Presidents' Day);
- 5 - The last Monday in May (Memorial Day);
- 6 - July 4 (Independence Day);
- 7 - The first Monday in September (Labor Day);
- 8 - The second Monday in October (Columbus Day);
- 9 - November 11 (Veterans' Day);
- 10 -The fourth Thursday and the following Friday in November
- 11 Thanksgiving);
- 12 - December 25 (Christmas Day);
- 13 - Each employee's individual birthday, to be taken as a holiday
- 14 during the month of such birthday as approved by the Executive
- 15 Officer; and one floating holiday each year, to be designated by
- 16 the Executive Officer.

17

18

19 (1) If January 1, July 4, November 11, or December 25,

20 fall on a Sunday, the Monday following shall be that holiday and

21 if any of said dates fall on a Saturday, the preceding Friday shall

22 be that holiday.

23

24 (2) When any regular meeting of Watermaster shall fall

25 on a hereinabove designated Watermaster holiday (excepting

26 employees' birthdays and said floating holiday), said regular

27 meeting shall be held on the next succeeding regular business day

28

1 at the same time and at the same place as the said regularly  
2 scheduled meeting.

3 (b) Meeting Changes. Any changes in the time or place of said regular  
4 meeting shall be in compliance with the Judgment.

5 (c) Special Meetings. Special meetings of Watermaster may be called  
6 at any time by the Chairman or Vice-Chairman or by any three (3) members of  
7 Watermaster, by written notice in compliance with the Judgment. The calling  
8 notice shall specify the time and place of the special meeting and the business to  
9 be transacted. No other business shall be considered at such meetings.

10 (d) Adjournment. Any meeting of Watermaster may be adjourned to  
11 a time and place specified in the Order of Adjournment. Less than a quorum of  
12 Watermaster, or Watermaster's Secretary or Executive Officer, may so adjourn  
13 from time to time. A copy of the Order or Notice of Adjournment shall be  
14 conspicuously posted on or near the door of the place where the meeting was held  
15 or to be held, within twenty-four (24) hours after the adoption of the Order of  
16 Adjournment.

17  
18  
19 3. Quorum of Watermaster, Necessary Votes for Action and Roll Call of  
20 Votes. Five (5) members of Watermaster shall constitute a quorum for the transaction of  
21 its affairs. Action by the affirmative vote of five (5) members shall constitute action by  
22 the Watermaster, except that the affirmative vote of six (6) members shall be required:  
23 (a) to enter into any Cyclic Storage Agreement; or (b) to approve the purchase, spreading  
24 or injection of Supplemental Water for Ground Water recharge.  
25

26 Any member of Watermaster may request a roll call vote on any question  
27 or motion considered and the ayes and noes thereon shall be recorded in the minutes of  
28

1 the meeting.

2 4. Agenda of Watermaster Meetings. Any person requesting that a matter be  
3 considered by Watermaster for action thereon, shall request the same in writing directed  
4 to Watermaster's Executive Officer for inclusion on the Agenda of the next scheduled  
5 meeting to be held at least ten (10) days after receipt of said request.

6 5. Conduct of Meetings -- Roberts' Rules of Order. For the conduct of  
7 Watermaster meetings, Roberts' Rules of Order shall be followed and, without consent  
8 of Watermaster, the priorities of Watermaster business shall be that stated in the Agenda  
9 for a particular meeting.

10 6. Organization of Watermaster. At its first meeting each year, Watermaster  
11 shall elect a Chairman and Vice Chairman from its membership. It shall also select a  
12 Secretary and a Treasurer and may select such assistants as may be appropriate, any of  
13 whom may, but need not be, members of Watermaster.

14 7. Minutes. Minutes of all Watermaster meetings shall be kept, which shall  
15 reflect all actions taken. Draft copies thereof shall be furnished to any Party who files  
16 a request therefor in writing with Watermaster. Said draft copies of minutes shall  
17 constitute notice of any Watermaster action therein reported and failure of a Party herein  
18 to request copies thereof shall constitute his waiver of notice.

19 8. Designee to Receive Future Notices. Each Party who has not heretofore  
20 made a designation of the name and address of the person who shall receive service upon  
21 and delivery to Parties of various papers shall file with the Court, with proof of service  
22 of a copy thereof upon Watermaster, a written designation of the person to whom and the  
23 address at which all future notices, determinations, requests, demands, objections, reports  
24 and other papers and processes to be served upon that Party or delivered to the Party are  
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1 to be so served or delivered.

2 (a) Substitute Designee. A later substitute designation filed and served in  
3 the same manner by any Party shall be effective from the date of filing as to any  
4 future notices, determinations, requests, demands, objections, reports and other  
5 papers and processes to be served upon or delivered to that Party.

6  
7 (b) Service upon Designee. Delivery to or service upon any Party by  
8 Watermaster, by any other Party, or by the Court, of any item required to be  
9 served upon or delivered to a Party under or pursuant to the Judgment herein may  
10 be by deposit in the mail, first class, postage prepaid, addressed to the latest  
11 Designee of the Party to be served and at the address of said latest designation  
12 filed by that Party.

13  
14 (c) List of Designees. Watermaster shall maintain a current list of Party  
15 Designees to receive notices under the Judgment.

16 9. Election of Producer Representatives.

17 (a) Notice of Nomination Election. Watermaster shall annually give thirty  
18 (30) days notice to all Parties that an election shall be held at Watermaster's  
19 regularly scheduled meeting in November of each year, for the purpose of  
20 nominating Producer representatives to Watermaster.

21  
22 (b) Voting. Nominations of six (6) Producer representatives shall be by  
23 cumulative voting in person or by proxy, with each Producer entitled to one (1)  
24 vote for each one hundred (100) acre-feet, or portion thereof, owned by him, of  
25 Base Annual Diversion Right, Prescriptive Pumping Right or Integrated Production  
26 Right, as defined in the Judgment. When the names placed in nomination exceed  
27 the number of representatives to be elected, votes shall be cast by ballot using  
28

1 official ballot forms provided by Watermaster. Each ballot form must list the  
2 Producer and Designee or proxy holder casting the vote, the Producer's voting  
3 entitlement, the names of the nominees for whom the votes have been cast, and  
4 the number of votes cast for each nominee.

5 (c) Conduct of Elections. Prior to the nomination of Producer  
6 representatives, the Chairman shall appoint tellers to conduct the election. Such  
7 tellers may include any member of Watermaster staff to monitor the canvassing  
8 and counting of votes. The tellers shall distribute the ballots, and, at the  
9 conclusion of the balloting, collect the ballots, retire to tabulate the votes, and  
10 promptly report the results of the election to the Parties present at the election.  
11

12 (1) In the event there is a challenge to the declared election  
13 results, the Chairman shall appoint three (3) Producer Parties as  
14 election inspectors who shall recount the election ballots and  
15 immediately certify the results of such election to Watermaster and  
16 others present at the election.  
17

18 (2) All ballots shall be considered confidential, and no ballot or  
19 information thereon shall be disclosed except to the appointed  
20 tellers and election inspectors, without the express permission of  
21 the Producer casting the ballot.  
22

23 10. Vacancy on Watermaster and Replacement. In the event of a vacancy on  
24 Watermaster, a successor shall be nominated at a special meeting of Watermaster and  
25 Producers to be called by Watermaster within ninety (90) days in the case of a Producer  
26 representative or by the action of the appropriate District Board of Directors in the case  
27 of a Public Representative. Subject to approval and appointment by the Court, such  
28

1 successor Watermaster shall fill the unexpired term of the Watermaster member replaced.

2 11. Watermaster Action Subject to Court Review. Any action, decision, rule  
3 or procedure of Watermaster shall be subject to review by the Court on its own motion  
4 or on timely petition or motion for an Order to Show Cause by any Party, as follows:

5 (a) Effective Date of Watermaster Action. Any order, decision or  
6 action of Watermaster shall be deemed to have occurred on the date that written  
7 notice thereof is mailed. Mailing of draft copies of Watermaster minutes which  
8 contain such order, decision, action, or contemplated action, to the Parties  
9 requesting the same shall constitute such notice to all Parties, as of the date of  
10 such mailing.  
11

12 (b) Notice of Motion. Any Party may, by a regularly noticed motion,  
13 petition the Court for a review of any Watermaster action or decision. Notice of  
14 such motion shall be mailed to Watermaster and to the Designees of all Parties.  
15 Unless ordered by the Court, such petition shall not operate to stay the effect of  
16 such Watermaster action.  
17

18 (c) Time for Motion. Within thirty (30) days of mailing of Notice of  
19 Watermaster Determination of Operating Safe Yield together with a statement of  
20 each Producer's entitlement thereunder, any affected Party may, by a regularly  
21 noticed motion, Petition the Court for an Order to Show Cause for review of said  
22 Watermaster findings, determination or entitlement and thereupon the Court shall  
23 hear Objections thereto and settle such dispute.  
24

25 Notice of motion to review any other Watermaster action or decision shall  
26 be served and filed within ninety (90) days after such Watermaster action or  
27 decision.  
28

1 (d) De Novo Nature of Proceedings. Upon filing of such motion for  
2 hearing, the Court shall notify the Parties of the date for taking evidence and  
3 argument, and shall review *de novo* the question at issue on the date designated.  
4 The Watermaster decision or action shall have no evidentiary weight in such  
5 proceedings.

6 (e) Decision. The decision of the Court in such proceedings shall be  
7 an appealable Supplemental Order in this case. When the same is final, it shall  
8 be binding upon the Watermaster and the Parties.

9  
10 12. Water Measuring Devices and Meter Test Program. Parties producing in  
11 excess of five (5) acre-feet per year shall, pursuant to these uniform rules, install and  
12 maintain in good operating condition, at the cost of each such Party, such necessary water  
13 measuring devices or meters as may be appropriate. Any such measuring device is  
14 subject to such inspection and testing as Watermaster may, from time to time, deem  
15 necessary. Upon testing, the meters shall be sealed by Watermaster and remain so sealed.

16  
17 Watermaster will conduct a formal meter-testing program to help the  
18 Parties accurately report their Production. Watermaster intends to test every meter under  
19 its jurisdiction at least once every two (2) years.

20  
21 (a) Tests of Meters Which Supply Watermaster. At least once every  
22 two (2) years, Watermaster shall request certified meter tests of all meters of  
23 Responsible Agencies through which Supplemental Water is furnished to  
24 Watermaster and of the meters which measure all Cyclic Storage deliveries  
25 authorized by Watermaster.

26 (b) Wells. Water wells shall be equipped with a positive displacement,  
27 velocity impeller, venturi or orifice-type meter with a totalizer. The totalizer shall  
28

1 be correctable only by changing mechanical gear equipment. The meter shall be  
2 accessible and installed according to good design practices. Watermaster  
3 personnel shall assist any Party having any question as to installation requirements.

4 (c) Calibrated Test Equipment. Watermaster or its approved meter  
5 tester will maintain a complete line of carefully calibrated test equipment. This  
6 equipment is the standard with which all water meters must be compared. The  
7 tolerance for each meter is plus (+) or minus (-) five percent (5%) of the standard.  
8 Watermaster may require an aggregate accuracy of plus (+) or minus (-) two  
9 percent (2%).  
10

11 (d) Repair or Replacement of Inaccurate Meters. Defective or  
12 inaccurate meters must be repaired within thirty (30) days of receipt of notice  
13 thereof from Watermaster.  
14

15 (e) Surface Diversions. Surface Water Diversions shall be measured  
16 with a weir and recorder or meter capable of accurately measuring and recording  
17 such Diversions.

18 (f) Interim Meter Tests. Should a Producer discover that the meter  
19 which measures the water Production from his well is measuring inaccurately, he  
20 shall first notify Watermaster thereof, have the meter retested and, if measuring  
21 inaccurately, then have the same repaired at the earliest practical and reasonable  
22 time. Upon the completion of such repair, such Producer shall immediately have  
23 such meter tested and sealed by Watermaster and it shall remain so sealed. Such  
24 testing and sealing will be accomplished by Watermaster upon request therefor by  
25 said Producer or said repaired meter may be tested and sealed by any meter tester  
26 authorized by Watermaster, as provided in Subsection (g) of this Section 12.  
27  
28

1 Results of such meter tests shall be furnished to Watermaster within ten (10) days  
2 of testing, on forms provided by Watermaster.

3 (g) Watermaster Approved Meter Testers. Persons, firms or  
4 corporations in the business of repairing and/or testing water measuring devices  
5 may be approved by Watermaster to test and seal meters on behalf of Watermaster  
6 by submitting their qualifications therefor to Watermaster and obtaining  
7 Watermaster's approval to perform meter tests and seal such meters as agents of  
8 Watermaster. The name, address and telephone number of all such Watermaster  
9 approved meter testers shall be maintained at and be available from the office of  
10 Watermaster.  
11

12 (h) Meter Seal by Watermaster and Notification of Meter Maintenance.  
13 At the completion of all meter tests Watermaster's seal shall be placed on the  
14 meter, if the meter test demonstrates that the meter is within the accuracy standard  
15 of five percent (5%).  
16

17 Such sealing then requires that Watermaster be notified in writing  
18 within seven (7) days if Watermaster's seal has been broken or if any of the  
19 following events occur: (a) the meter is to be repaired or recalibrated; (b) there  
20 is any other interference affecting the meter or Watermaster's seal; (c) the meter  
21 is to be relocated even if Watermaster's seal is still intact; or (d) a new meter is  
22 to be installed.  
23

24 (i) Estimation of Production Due to Meter Maintenance. When a  
25 Producer must estimate Production due to meter maintenance, he shall consult with  
26 Watermaster or its engineer for approval of the method of estimation. A copy of  
27 the estimate calculations shall be supplied to Watermaster with the corresponding  
28

1 Quarterly Production Report.

2 13. Reports of Producers to Watermaster. Each Producer with an adjudicated  
3 right in excess of five (5) acre-feet per year and each Producer with an Overlying Right  
4 in any amount shall file with Watermaster a quarterly report of water Produced from the  
5 Basin or Relevant Watershed, on forms provided by Watermaster. Quarterly Production  
6 Reports shall be so filed no later than the last day of the month next succeeding the end  
7 of the relevant quarter, i.e. April 30, July 31, October 31 and January 31.  
8

9 (a) Adjudicated Right in Excess of Five (5) Acre-Feet Not to be  
10 Reduced to Minimal Producer by Transfer. Any portion of: (1) the Base Annual  
11 Diversion Right of a Diverter; (2) the Prescriptive Pumping Right of a Pumper;  
12 or (3) the Diversion Component and Prescriptive Pumping Component of an  
13 Integrated Producer, adjudicated in any amount in excess of five (5) acre-feet per  
14 year [at the time that Judgment herein was entered, January 4, 1973], that is or  
15 may be reduced to five (5) acre-feet or less by assignment or transfer of rights, as  
16 permitted by Section 55 of the Judgment, shall not enjoy the status of a Minimal  
17 Producer as defined in Section 10 (o) of the Judgment.  
18

19 (b) Notice to Watermaster of Transfers of Water Rights. Within fifteen  
20 (15) days thereof all Parties shall notify Watermaster of any transfer, assignment,  
21 license or lease of any water right, or portion thereof, not shown in the Judgment  
22 or previously filed with Watermaster and such transferee must be or become a  
23 Party to the action (as provided in Section 57 of the Judgment). All Parties are  
24 required to notify Watermaster of any subsequent assignment, transfer, license or  
25 lease of water rights granted or acquired by them and they shall file a duly  
26 acknowledged copy of the document(s) therefor with Watermaster, within fifteen  
27  
28

1 (15) days after execution and acknowledgement of such document(s).

2 For such assignment, transfer, license or lease of water rights to be  
3 effective for, or be deemed by Watermaster to apply to, Production in a particular  
4 Fiscal Year (July 1 - June 30), the document(s) therefor shall be executed and  
5 acknowledged prior to the end of said Fiscal Year (June 30) and copies thereof  
6 showing such acknowledgement must be received by Watermaster prior to July 15,  
7 following the end of said particular Fiscal Year. The transferee must be, or  
8 petition to become, a Party to the action within ninety (90) days following such  
9 assignment, transfer, license or lease of water rights.  
10

11 When the term of a temporary assignment, transfer, license or lease of  
12 water rights extends beyond the end of the current Fiscal Year, it shall be the  
13 obligation of the transferee thereof to annually, during the month of July of each  
14 Fiscal Year during said term, notify Watermaster of said transferee's intention to  
15 exercise said water right during the then current applicable Fiscal Year.  
16

17 (c) Conveyance of Water Right with Conveyance of Property. Parties  
18 are advised that when a water right owner conveys the property where a water  
19 right was developed, the said water right shall not be conveyed with such property  
20 unless and until the appropriate notice procedures established by Watermaster have  
21 been complied with. When it is intended to transfer or acquire adjudicated water  
22 rights in the Basin or Relevant Watershed, the Parties thereto are advised to use  
23 the appropriate forms contained in exhibits to these Rules and Regulations and to  
24 notify Watermaster of such transfers by furnishing a copy of such transfer  
25 documents(s) within fifteen (15) days of execution and acknowledgement thereof.  
26

27 (d) Conveyance of Water Right without Conveyance of Property.  
28

1 Parties are also advised that the owner of an adjudicated water right herein (except  
2 an Overlying Right) may transfer the same (temporarily or permanently) without  
3 conveyance of the property where the water right was developed.

4 (e) Transfer of Overlying Right. The transfer and use of Overlying  
5 Rights shall be limited (as provided in Section 21 of the Judgment) as exercisable  
6 only on specifically defined Overlying Lands and they cannot be separately  
7 conveyed or transferred apart therefrom.

8 (f) Intervention Stipulation Required. No conveyance of water rights  
9 to a person who is not a Party to the subject action shall be recognized by  
10 Watermaster unless the transferee thereof files with Watermaster a Stipulation in  
11 Intervention to the subject action (Exhibit "E") agreeing to be bound by the  
12 Judgment herein, and until the Court approves said Stipulation and Intervention.

13 (g) Notice Required. Any transfer of water rights shall be effective  
14 only when the requirements of this Section 13 are met and when the Parties file  
15 with Watermaster, within fifteen (15) days of such transfer, a copy of the transfer  
16 document(s) which:

- 17 (1) Identifies both the transferee(s) and the transferor(s);
- 18 (2) Accurately recites the total quantity (in acre-feet) of water  
19 rights transferred;
- 20 (3) Is executed by both the transferee(s) and the transferor(s);
- 21 (4) Is acknowledged by both transferee(s) and transferor(s) in  
22 a form sufficient for recordation;
- 23 (5) Lists the Designee(s) of both the transferor(s) and  
24 transferee(s) to receive future service and notice of papers and process; and  
25  
26  
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28

1 (6) Is accompanied by a map of the service area  
2 where the water was used by transferor(s) (assignors) and a map of the  
3 service area where the water is intended to be used by the transferee(s)  
4 (assignees). Maps need not be furnished for temporary transfers of water  
5 rights unless specifically requested by Watermaster.  
6

7 (h) Approved Forms of Transfer Documents and Other Forms.

8 Approved forms of such transfer documents and other approved Watermaster  
9 forms are attached hereto, marked and identified as follows:

- 10 Exhibit "A" - Permanent Transfer of Water Rights--Prescriptive  
11 Pumping Right
- 12 Exhibit "B" - Permanent Transfer of Water Rights--Base Annual  
13 Diversion Right
- 14 Exhibit "C" - Permanent Transfer of Water Rights--Integrated  
15 Production Right
- 16 Exhibit "D" - Temporary Assignment or Lease of Water Right
- 17 Exhibit "E" - Stipulation Re Intervention After Judgment
- 18 Exhibit "F" - Designee to Receive Future Notices for and on Behalf of  
19 Defendant(s)
- 20 Exhibit "G" - Notice of Transfer of Overlying Rights With Property to  
21 Which They are Appurtenant.
- 22 Exhibit "H" - Application To Drill Water Well
- 23 Exhibit "I" - Application To Modify Existing Water Well
- 24 Exhibit "J" - Application To Destroy Water Well
- 25 Exhibit "K" - Application For Water Treatment Facility

26 (i) Presumption as to Unexercised Rights. Unless otherwise noted on  
27 the above mentioned transfer documents(s), it will be presumed by Watermaster  
28 that the permanent transfer of water rights will include all unexercised rights

1 thereunder, including authorized carry-over of unused rights.

2 14. Operating Safe Yield. Watermaster shall annually determine the Operating  
3 Safe Yield applicable to the succeeding Fiscal Year and estimate the same for the next  
4 succeeding four (4) Fiscal Years. Said determination shall be made at the close of the  
5 hearing thereon, which shall be commenced at Watermaster's regular meeting in May of  
6 each year. Watermaster shall notify each Pumper and Integrated Producer of his share  
7 thereof, stated in acre-feet per Fiscal Year. Thereafter, no Party may produce in any  
8 Fiscal Year any Consumptive Use Portion of any Overlying Right, or an amount in excess  
9 of the sum of his Diversion Right, if any, plus his Pumper's Share of such Operating Safe  
10 Yield, or his Integrated Production Right, or the terms of any Cyclic Storage Agreement,  
11 without being subject to Assessment for the purpose of purchasing Replacement Water.  
12 The rate of such Assessment shall be established at the same meeting at which the  
13 Operating Safe Yield is established, and it may be estimated for the years for which  
14 Operating Safe Yield is estimated. In establishing the Operating Safe Yield, the  
15 Watermaster shall follow all physical, economic, and other relevant parameters provided  
16 in the Judgment herein. Said determination shall be made in accordance with the  
17 following:  
18  
19  
20

21 (a) Preliminary Determination. At Watermaster's regular meeting in  
22 April of each year, Watermaster shall make a Preliminary Determination of the  
23 Operating Safe Yield of the Basin for each of the succeeding five (5) Fiscal Years.  
24 Said determination shall be made in the form of a report containing a summary  
25 statement of the considerations, calculations and factors utilized by Watermaster  
26 in arriving at the said Operating Safe Yield.

27 (b) Notice of Hearing. A copy of said Preliminary Determination  
28

1 Report shall be mailed to all Parties at least ten (10) days prior to a hearing  
2 thereon to be commenced at Watermaster's regular meeting in May of each year,  
3 at which time objections or suggested corrections or modifications of said  
4 determination shall be considered.

5 (c) Watermaster Final Determination and Review Thereof. Within  
6 thirty (30) days after completion of said hearing, Watermaster shall mail to each  
7 Pumper, Diverter, Overlying User and Integrated Producer a Final Report and  
8 Determination of said Operating Safe Yield for each such Fiscal Year, together  
9 with a statement of the Producer's entitlement in each such Fiscal Year stated in  
10 acre-feet. Any affected Party, within thirty (30) days of mailing of notice of said  
11 Watermaster determination, may petition the Court for an Order to Show Cause  
12 for Review of said determination in accordance with Section 11 hereof.  
13

14 15. Carry-over Rights.

15 (a) Pumping. Any Pumper's Share of Operating Safe Yield, and the  
16 Production right of any Integrated Producer which is not Produced in a given year  
17 may be carried over and accumulated for one (1) year.

18 (b) Diversions. Diverters shall be entitled to Divert for direct use up  
19 to two hundred percent (200%) of their Base Annual Diversion Right in any Fiscal  
20 Year, provided, that the aggregate quantities of water Diverted in any consecutive  
21 ten (10) Fiscal Year period shall not exceed ten (10) times such Diverter's Base  
22 Annual Diversion Right.  
23

24 (c) Overlying Rights. By definition, there is no carry-over of Overlying  
25 Rights.  
26

27 (d) Presumption as to Carry-over Rights. The first water Produced in  
28

1 the succeeding Fiscal Year shall be deemed Produced pursuant to such Producer's  
2 Carry-over Rights.

3 16. Special Hearings. Watermaster shall conduct such special hearings as  
4 deemed appropriate upon thirty (30) days notice to the Parties hereto.

5 17. Policy Decisions. No policy decision shall be made by Watermaster until  
6 its next regular meeting after the question involved has been raised for discussion at a  
7 Watermaster meeting and noted in the draft of minutes thereof.

8 18. Assessments. Watermaster may levy and collect Assessments from the  
9 Producer Parties based upon Production during the preceding Fiscal Year. Said  
10 Assessments may be for one or more of the following purposes:

11 (a) Administration Costs. At its regular May meeting Watermaster  
12 shall adopt a proposed budget for the succeeding Fiscal Year and within fifteen  
13 (15) days shall mail a copy thereof to each Party, together with a statement of the  
14 level of Administration Assessment levied by Watermaster and which will be  
15 collected for purposes of raising funds for said budget. Said Assessments shall be  
16 uniformly applicable to each acre-foot of Production.

17 (b) Replacement Water Costs. Replacement Water Assessments shall  
18 be collected from each Producer on account of such Party's Production in excess  
19 of its Diversion Rights, Pumper's Share or Integrated Production Right, and on  
20 account of the consumptive use portion of Overlying Rights, computed at the  
21 applicable rates established by Watermaster, consistent with Watermaster's  
22 Operating Criteria (Exhibit "H" to the Judgment).

23 (c) Make-up Obligation. An Assessment shall be levied and collected  
24 equally on account of each acre-foot of Production, which does not bear a  
25  
26  
27  
28

1 Replacement Water Assessment hereunder, to pay all necessary costs of  
2 administration and satisfaction of the Make-up Obligation. Such Assessment shall  
3 not be applicable to water Production of an Overlying Right.

4 (d) In-Lieu Water Cost. An Assessment may be levied against all  
5 Pumping to pay reimbursement for In-Lieu Water Cost except that such  
6 Assessments shall not be applicable to the non-consumptive use portion of  
7 Overlying Rights.  
8

9 (e) Waivers Possible for Water Quality Improvement or Protection. In  
10 accordance with Section 45 (e) of the Judgment, a Producer of water from the  
11 Basin for the purpose of testing, protecting, or improving water quality, may apply  
12 in writing by verified petition or application (hereinafter "Application") to  
13 Watermaster, for approval of such water Production free of all or any part of  
14 Watermaster Assessments thereon, and for waiver of one or more of the provisions  
15 of Sections 25, 26, and 57 of said Judgment, where appropriate, upon terms and  
16 conditions to be established by Watermaster after a noticed hearing on such  
17 Application.  
18

19 A waiver of Assessment shall not be granted for the purpose of  
20 removal of contamination or improvement of the quality of Basin water which has,  
21 or could have, resulted from the activity of the Applicant for such waiver.  
22

23 In the event cleanup or Treatment Facilities are installed in the  
24 Basin by or for the benefit of a Producer, and the Basin water receiving treatment  
25 from said Treatment Facilities is subsequently delivered by or used for beneficial  
26 purposes of such Producer, the Production of such water shall not be entitled to  
27 waiver or modification of Watermaster Assessments thereon.  
28

1                   Notwithstanding the above, if Basin water is treated and  
2 immediately percolated or reintroduced to the Basin by way of spreading,  
3 injection, or otherwise, for purposes of this Section 18 (e), its Production may,  
4 upon Watermaster's approval of an Application to waive or modify its  
5 Assessments on the same, be entitled thereto. In any event, such water shall only  
6 be percolated or reintroduced to the Basin with the consent of Watermaster and  
7 said water shall be of a quality acceptable to Watermaster.  
8

9                   Although all Production from the Basin must be reported to  
10 Watermaster on a timely basis in accordance with these Rules and Regulations,  
11 Production which is granted a waiver of Assessment hereunder may, by reason of  
12 certain circumstances as specifically determined by Watermaster, be deemed an  
13 unused right and entitled to carry-over, in accordance with Section 49 of the  
14 Judgment.  
15

16                   (f) Application for Waiver of Assessment. An Application for Waiver  
17 of Assessment, as above set forth, shall contain all relevant information relied  
18 upon by Applicant which he believes justifies the granting of said Application.  
19 All such Applications shall explain the special needs and circumstances for such  
20 Production and specify the approximate amounts to be Produced, the time frame  
21 of such Production, the specific location(s) of the points(s) of extraction(s), and  
22 the place of intended disposal of such water, as well as any supplemental or  
23 additional information requested by Watermaster. All such extractions shall be  
24 metered and reported quarterly to Watermaster, along with all other Basin  
25 Production, in accordance with these Rules and Regulations.  
26  
27

28                   Should an Application contain incomplete information or should

1 Watermaster desire additional, other, or further information in relation thereto, the  
2 same shall also be furnished and verified by Applicant.

3 (g) Public Hearing and Effective Date. Within thirty (30) days of the  
4 filing of any such Watermaster accepted Application, Watermaster shall give at  
5 least thirty (30) days notice to the Designees of all Parties that it will hold a  
6 public hearing on said Application. Watermaster may, after the conclusion of said  
7 hearing, under then existing conditions, waive all or any part of its Assessments  
8 on such Production, such waiver shall not be effective prior to the date of the  
9 filing of said accepted Application, and may also waive the provisions of Sections  
10 25, 26, and 57 of the Judgment herein.

11  
12 The effective date for the granting of an Application to waive or  
13 modify Watermaster Assessments shall be no later than ten (10) days after  
14 approval thereof by Watermaster and it shall continue for the period of time  
15 specified therein, unless sooner terminated or extended by Watermaster.

16  
17 Nothing herein is intended to allow an increase in any Producer's  
18 annual entitlement under the Judgment.

19 19. Levy, Notice and Adjustment of Assessments. At its regular May meeting  
20 Watermaster shall also fix the rate(s) of or levy applicable Administration Assessments,  
21 Replacement Water Assessments, Make-up Obligation Assessments, and In-Lieu Water  
22 Cost Assessments, if any. Watermaster shall give written notice of all applicable  
23 Assessments to each Party on or before August 15 of each year.

24  
25 (a) Payment. All Watermaster Assessments shall be due and payable  
26 on or before September 20, following such Assessment levy or Assessment rate  
27 fixing, subject to the rights reserved in Section 37 of the Judgment, and such  
28

1 Assessment shall be paid or become delinquent after September 20.

2 (b) Delinquency. Any Assessment payment which becomes delinquent  
3 shall bear interest at the annual prime interest rate in effect on the first business  
4 day of August of each year, plus one percent (1%). Said prime interest rates shall  
5 be that fixed by the Bank of America NT&SA for its preferred borrowing on said  
6 date. Said prime interest rate plus one percent (1%) shall be applicable to any  
7 said delinquent Assessment payment from the due date thereof until paid,  
8 provided, however, in no event shall any said delinquent Assessment bear interest  
9 at a rate of less than ten percent (10%) per annum. Such delinquent Assessment  
10 and said interest thereon may be collected in a Show Cause proceeding in the  
11 subject action or in any other legal proceeding instituted by Watermaster, and in  
12 such proceeding the Court may allow Watermaster its reasonable costs of  
13 collection, including attorney's fees.  
14

15  
16 (c) Adjustments. By reason of Watermaster's inability to control the  
17 direct costs and other charges incurred for Supplemental Water obtained from  
18 Responsible Agencies, it may be necessary from time to time for Watermaster to  
19 adjust the foregoing Assessments. Such Assessments may only be adjusted after  
20 giving at least 15 days Notice to all Parties of the meeting at which such  
21 adjustments will be considered by Watermaster.  
22

23 20. Responsibility for Watermaster Assessments. Parties Producing water from  
24 the Relevant Watershed and Party lessors or assignors of water rights shall be responsible  
25 for Watermaster Assessments levied upon all Production. The temporary lessor or  
26 assignor of water rights shall be ultimately responsible for all Watermaster Assessments  
27 of non-party lessees or assignees; such non-party lessees or assignees act as the  
28

1 Production agent of the lessor or assignor to the extent of the amount of such temporary  
2 lease or assignment.

3 21. Over and/or Under Reporting.

4 (a) Over Reporting. Watermaster shall make refunds, in whole or in  
5 part, of Assessments theretofore paid, to any Producer who has erroneously  
6 overstated his Production in any sworn statement for a quarterly period required  
7 hereunder and who has overpaid any Assessment for that quarter, but only upon  
8 compliance by the Producer with the procedure hereinafter set forth and within the  
9 time hereinafter provided.  
10

11 Any such Producer, within one (1) year of the last day for filing of  
12 the said sworn statement for the quarterly period in question, may file a verified  
13 application with Watermaster requesting a refund of that portion of any  
14 Assessment claimed to have been paid by reason of that Producer's erroneous  
15 overstatement of Production. If incomplete information is contained in said  
16 application, or if Watermaster desires other, further, or additional information than  
17 that set forth in said application, the same shall also be furnished by a verified  
18 statement mailed to Watermaster on behalf of Applicant within thirty (30) days of  
19 the mailing of the written notice or request therefor from Watermaster to the  
20 Producer's Designee, at his address as shown by Watermaster records, or the  
21 application shall be deemed abandoned. Such request by Watermaster shall not  
22 cause any application otherwise timely filed to be considered as not filed within  
23 said one (1) year period. The Watermaster may pay any refund claimed without  
24 a hearing thereon, but no application shall be denied, in whole or in part, without  
25 a hearing being accorded to the Applicant, in which said hearing the Applicant  
26  
27  
28

1 shall have the burden of proof. Any determination by Watermaster on any matter  
2 in connection with said application shall be final and conclusive upon the said  
3 Producer.

4 Any refund authorized to be paid under the provisions of this  
5 Section may be paid only out of moneys realized from the appropriate  
6 Watermaster Assessment levied or thereafter raised. Under election of the  
7 Producer, any refund determined by Watermaster to be owing may be credited to  
8 the Producer against any subsequent Assessments which might become due and  
9 owing from him to Watermaster. No refunds shall be made except as authorized  
10 by this section and this section may not apply to over reporting unless there has  
11 been compliance with the provisions of Section 12 hereof.  
12  
13

14 (b) Under Reporting. If Watermaster shall have probable cause to  
15 believe that the Production of water from any water Producing facility is in excess  
16 of that disclosed by the sworn statements covering such water Producing facility,  
17 Watermaster may cause an investigation and report to be made concerning the  
18 same. Watermaster may fix the amount of water Production from such facility at  
19 an amount not to exceed the maximum Production capacity thereof, provided,  
20 however, where a Watermaster tested water measuring device is permanently  
21 attached to such facility, the record of Production as so disclosed by such  
22 measuring device shall be presumed to be accurate and the burden of proof shall  
23 be upon Watermaster to establish the contrary.  
24

25 A determination by Watermaster that a Producer has under reported  
26 Production shall require Watermaster to give written notice thereof to such  
27 Producer by mailing such notice to his Designee, at the address shown by  
28

1 Watermaster records. A determination of under reporting made by Watermaster  
2 shall be conclusive on any Producer who has Produced water from the facility in  
3 question and the Watermaster Assessments based thereon, together with interest  
4 as set forth in Section 19 (b) hereof, shall be payable forthwith, unless such  
5 Producer shall file with Watermaster within ten (10) days after the mailing of such  
6 notice, a written protest setting forth the ground or grounds for protesting the  
7 amount of Production so fixed or the Assessments and interest thereon.  
8

9 Upon the filing of such protest, Watermaster shall hold a hearing  
10 at which time the total amount of water Production and the Assessments and  
11 interest thereon shall be determined, which action shall be conclusive if based  
12 upon substantial evidence. A notice of such hearing shall be mailed to protestant  
13 at least ten (10) days before the date fixed for the hearing. Notice of the  
14 determination by the Watermaster at the close of such hearing shall be mailed to  
15 the protestant. The Producer shall have twenty (20) days from the date of mailing  
16 of such notice to pay the Assessments fixed by Watermaster and interest thereon,  
17 as fixed herein, before the same becomes delinquent.  
18

19 (c) Delinquent Assessments; Interest; Costs; and Attorney's Fees.

20 Watermaster may bring suit in the Court having jurisdiction against any Producer  
21 of water from the Basin or Relevant Watershed for the collection of any  
22 delinquent Assessment and interest thereon. The Court having jurisdiction of the  
23 suit may, in addition to any delinquent Assessment, award interest and reasonable  
24 costs, including attorney's fees.  
25

26 22. Information Concerning Offers to Purchase, Sell or Lease Water Rights.

27 Watermaster shall maintain a record of any offer to purchase, sell or lease water rights  
28

1 reported to Watermaster, for the purpose of encouraging the orderly transfer of such rights  
2 by acting as a clearing house for such information. Any person desiring to purchase, sell,  
3 or lease such rights may examine such Watermaster records.

4 23. Watermaster Control of Spreading and Ground Water Storage. Except for  
5 the exercise of non-consumptive uses and performance of Cyclic Storage Agreements with  
6 Watermaster, no Party shall spread water within the Basin or Relevant Watershed for  
7 subsequent recovery or Watermaster credit without prior Watermaster written permission  
8 to do so because Watermaster has sole custody and control of all Ground Water storage  
9 rights in the Basin.  
10

11 24. Watermaster Annual Report. Watermaster shall annually file with the  
12 Court and mail to the Parties a report of all Watermaster activities during the preceding  
13 Fiscal Year, including an audited statement of all accounts and financial activities of  
14 Watermaster, summaries of Diversions and Pumping, and all other pertinent information.  
15 To the extent practical, said report shall be mailed to all Parties and filed with the Court  
16 on or before November 1 of each Year.  
17

18 25. Watermaster Stipulation Re Intervention After Judgment. Attached hereto  
19 and marked "Exhibit E" is a form of Stipulation for Intervention After Judgment which  
20 Watermaster will execute, file with the Court if accompanied by the necessary filing fee,  
21 obtain a Court hearing date thereon, give Notice thereof and attempt to obtain an  
22 approving Court Order thereon.  
23

24 26. Uniform Rules and Conditions of Cyclic Storage Agreements.

25 (a) Application for Cyclic Storage Agreements. Any person or entity,  
26 private or public, desiring to spread and store Supplemental Water within the  
27 Basin for subsequent recovery and use or for Watermaster credit shall make  
28

1 application to Watermaster for a Cyclic Storage Agreement pursuant to these  
2 Uniform Rules and Conditions. Watermaster shall have first call on Supplemental  
3 Water for Replacement Water, Make-up Water and for the "Alhambra Exchange"  
4 before such water is made available for Cyclic Storage Agreements.

5 (b) Purpose of Cyclic Storage Agreements. All Cyclic Storage  
6 Agreements shall be for the utilization of Ground Water storage capacity of the  
7 Basin and for cyclic or regulatory storage of Supplemental Water.

8 (c) Available Storage Capacity. In considering the available Ground  
9 Water storage capacity of the Basin for such Agreements, Watermaster shall take  
10 into account the operation of the Basin under the Physical Solution provisions of  
11 the Judgment.

12 (d) Provisions of Cyclic Storage Agreements. Any such Agreement  
13 shall include provisions for:

14 (1) Watermaster control of all spreading (or injection) and  
15 extraction scheduling and procedures for such stored waters:

16 a) The time, place, and amount of said spreading shall  
17 be approved in advance by Watermaster provided, however, that  
18 when the water level of the Baldwin Park Key Well is at or above  
19 elevation two-hundred fifty (250) feet, spreading activities shall be  
20 restricted to the easterly portion of the Basin at water spreading  
21 facilities designated in advance by Watermaster, unless otherwise  
22 approved by the Court;

23 (2) Calculations by Watermaster of any special costs, damages  
24 or burdens resulting from such operation;

1 (3) Priorities for Cyclic Storage Agreements in the following  
2 order:

3 a) Responsible Agencies on the basis of their relative  
4 requirements for Replacement Water within their respective  
5 corporate boundaries,

6 b) Other Parties on the basis of priority of application  
7 to Watermaster for such Agreements, and  
8

9 c) Non-parties;

10 (4) Determinations by Watermaster of, and accounting for, all  
11 losses in stored water, assuming that such stored water floats on top of the  
12 Ground Water supplies, and accounting for all losses of water which  
13 otherwise would have replenished the Basin. Such losses of stored water  
14 shall be assigned by Watermaster as follows:  
15

16 a) First losses by non-parties in the reverse priority of  
17 the earliest original dates of their respective Cyclic Storage  
18 Agreements, to the whole of such non-parties' stored water,

19 b) The next losses by Parties who are not Responsible  
20 Agencies in reverse priority of the earliest original dates of their  
21 respective Cyclic Storage Agreements, to the whole of their stored  
22 water, and  
23

24 c) The last losses by Responsible Agencies to be shared  
25 on the basis of water actually in storage in the Basin at the time of  
26 the loss of such stored water;

27 (5) The priorities for spreading of Supplemental Water are  
28

1 hereby established as follows, in the order of their priority:

2 First: Supplemental Water ordered by Watermaster from  
3 Responsible Agencies for direct delivery to the Basin as  
4 Replacement Water,

5 Second: Supplemental Water for delivery to the Basin for storage  
6 under Cyclic Storage Agreements between Watermaster and  
7 Responsible Agencies. In the event that more than one Responsible  
8 Agency wishes to deliver water to Cyclic Storage simultaneously  
9 and there is inadequate spreading capacity available, deliveries by  
10 each Responsible Agency so desiring to deliver Supplemental  
11 Water shall be scheduled so that the total quantity of water in  
12 Cyclic Storage of those Agencies can be increased proportionately  
13 in percent of their maximum allowed Cyclic Storage,  
14

15 Third: Supplemental Water for delivery to Individual Cyclic  
16 Storage accounts of Parties to the Judgment. In the event that more  
17 than one Party wishes to deliver water to such Cyclic Storage  
18 accounts simultaneously and there is inadequate spreading capacity  
19 available, deliveries for each such Party shall be scheduled so that  
20 the total quantity of water in such Parties' Individual Cyclic  
21 Storage accounts can be increased proportionately in percent of  
22 their maximum allowed Cyclic Storage, and  
23

24 Fourth: Non-Parties as established by Watermaster at the time; and

25 (6) Payment to Watermaster for the benefit of Parties in said  
26 action of all special costs, damages or burdens incurred (without any  
27  
28

1 charge, rent, assessment or expense as to Parties to said action by reason  
2 of the adjudicated proprietary character of said storage rights, nor credit for  
3 offset for benefits resulting from such storage); provided, no Party shall  
4 have any direct interest in or control over such contracts or the operation  
5 thereof by reason of the adjudicated right of such Party. Watermaster has  
6 sole custody and control of all Ground Water storage rights in the Basin  
7 pursuant to the Physical Solution in the Judgment and all said Agreements  
8 are subject to review and approval of the Court.  
9

10 (e) Terms of Cyclic Storage Agreements and Extensions. The term of  
11 such Agreements shall not exceed five (5) years but may be extended for  
12 additional terms, not to exceed five (5) years each, provided Watermaster shall  
13 report its intention to consider an extension of any such Agreement in minutes of  
14 its meeting held prior to its meeting when any such extension request shall be  
15 acted upon.  
16

17 (f) Maximum Storage. Such Agreements shall fix the maximum  
18 amount of Supplemental Water to be stored in the Basin at any point in time by  
19 a particular storing entity.  
20

21 (g) Watermaster to be Held Harmless. The storing entity of such  
22 Agreement shall save and hold harmless Watermaster, its officers, agents and  
23 employees from any and all costs, damages or liability resulting from said  
24 Agreement and shall provide Watermaster with the defense or costs of the defense  
25 of any action brought against Watermaster, its officers, agents or employees  
26 arising or alleged to arise by reason of such Agreement for storage of  
27 Supplemental Water in the Basin.  
28

1 (h) Reports to Watermaster. The storing entity shall quarterly report  
2 to Watermaster the amount of Supplemental Water which it spreads and withdraws  
3 each quarter under such Agreement. Such reports shall be due on the last day of  
4 the month next succeeding the end of the relevant quarter, i.e. April 30, July 31,  
5 October 31, and January 31. Such reports shall be cumulative and shall indicate  
6 the credit balance of the relevant quarter.  
7

8 (i) Court Approval of Cyclic Storage Agreements. Upon its approval  
9 of a Cyclic Storage Agreement, Watermaster shall Petition the Court for approval  
10 thereof and said Agreement shall become effective only upon such Court approval.

11 27. Responsible Agency from Whom Watermaster Shall Purchase Replacement  
12 Water.  
13

14 (a) Responsible Agencies. There are three Responsible Agencies within  
15 or partially within the Basin. Two of such Agencies, Upper San Gabriel Valley  
16 Municipal Water District (Upper District) and Three Valleys Municipal Water  
17 District (Three Valleys District) are member agencies of The Metropolitan Water  
18 District of Southern California (Metropolitan) and supply Watermaster with  
19 Replacement Water purchased from Metropolitan. The third Responsible Agency  
20 is San Gabriel Valley Municipal Water District (San Gabriel District) which has  
21 contracted with the State of California and has constructed facilities to deliver  
22 water from the State Water Project and, thus, can directly supply Watermaster  
23 with Replacement Water.  
24

25 (b) Water Used Within the Basin. For water used within the Basin, the  
26 Responsible Agency within whose boundaries is located the place of use of water  
27 Produced from the Basin will determine the Responsible Agency from whom  
28

1 Watermaster shall purchase Replacement Water.

2 (c) Water Exported from the Basin. Except for water Produced from  
3 the Basin and used within the City of Sierra Madre (for which San Gabriel District  
4 shall be the Responsible Agency), the place of such Production of water exported  
5 from the Basin shall determine the Responsible Agency from whom Watermaster  
6 shall purchase Replacement Water.  
7

8 (d) Computations of the Amount of Replacement Water to be Purchased  
9 from Responsible Agencies. In computing the amount of Replacement Water to  
10 be provided by a Responsible Agency, Watermaster shall:

11 (1) Determine the Replacement Water requirement of each Party  
12 to the Judgment and apportion such Replacement Water requirement as  
13 required in (b) and (c) above;

14 (2) Calculate the total Replacement Water requirement for each  
15 Responsible Agency as determined in (1) above;

16 (3) Tabulate Interagency Transfers of water rights as described  
17 in (e) (1) below;

18 (4) Calculate the Net Interagency Transfer adjustment as  
19 described in (e) (2) below;

20 (5) Determine the adjusted Replacement Water requirements,  
21 calculated for each Responsible Agency as required in (e) below; and

22 (6) Determine the effect of deferred Replacement Water  
23 requirements as calculated in (h) below.

24 (e) Net Interagency Transfer Adjustment and Replacement Water  
25 Requirement. Replacement Water requirements as heretofore calculated shall be  
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1 modified by a "Net Interagency Transfer Adjustment." "Interagency Transfer"  
2 shall mean the aggregate amount of Production Right resulting from the transfer  
3 (by sale or lease) of all or a portion of a Pumper's Share of Operating Safe Yield,  
4 or a Base Annual Diversion Right, or the Diversion Component or Pumping  
5 Component of an Integrated Production Right for use within the boundaries of a  
6 Responsible Agency other than the Responsible Agency within which such water  
7 rights were developed and adjudicated.  
8

9 The annual Replacement Water requirement resulting from Net  
10 Interagency Transfers for each Responsible Agency shall be calculated as follows:

11 (1) Net Interagency Transfers shall be calculated for each  
12 Responsible Agency as the difference between such rights transferred for  
13 use outside or partially outside that Responsible Agency and such rights  
14 transferred for use within or partially within that Responsible Agency.  
15

16 (2) Tabulate the total Interagency Transfers of water rights,  
17 calculated for each of the Responsible Agencies in (1) above. The sum of  
18 said total Interagency Transfers for each of the three Responsible Agencies  
19 is that Responsible Agency's Net Interagency Transfer Adjustment. The  
20 total of such adjustments for all Responsible Agencies shall equal zero.  
21 The Responsible Agency(s) having a positive amount shall have this Net  
22 Interagency Transfer Adjustment added to the Replacement Water  
23 requirement computed for it in (d) (2) above. The Responsible Agency(s)  
24 having a negative amount shall have this Net Interagency Transfer  
25 Adjustment subtracted from the Replacement Water requirement calculated  
26 for it in (d) (2) above.  
27  
28

1 (f) Special Provisions.

2 (1) The Replacement Water requirement calculated for each of  
3 the Responsible Agencies in (e) (2) above cannot exceed the total quantity  
4 of Replacement Water obligation calculated for all Responsible Agencies,  
5 and/or;

6 (2) If the Replacement Water requirement calculated in (e) (2)  
7 above results in a negative value, that negative value shall be adjusted to  
8 zero, as described in (h) below.

9 (g) Special Provisions Re Alhambra Exchange. An adjustment shall be  
10 made to San Gabriel District's calculated Replacement Water requirement, if  
11 necessary, to allow Upper District to deliver an amount of Replacement Water to  
12 the City of Alhambra equal to the quantity delivered through connection USG-5  
13 for the previous year, the year in which the Replacement Water requirement was  
14 incurred.

15 (h) Adjustments to Calculated Replacement Water Requirements.  
16 Adjustments to Replacement Water requirements resulting from the calculations  
17 in (f) (2) or (g) above shall be apportioned as follows:

18 (1) As between Upper District and Three Valleys District, the  
19 district with a negative value shall have added to it an amount sufficient  
20 to equal zero, that amount shall be subtracted from the Replacement Water  
21 requirement of the other Responsible Agency, but it shall not be reduced  
22 to less than zero. If a negative balance still exists, then it shall be  
23 subtracted from San Gabriel District.

24 (2) If San Gabriel District's Replacement Water requirement is  
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1 less than zero, it shall be adjusted to zero by deducting equal amounts of  
2 San Gabriel District's adjustment from both Upper District and Three  
3 Valleys District.

4 (3) All adjustments shall be accumulated in a Deferred  
5 Replacement Water Requirement Account for each of the Responsible  
6 Agencies. In future years when deliveries of Replacement Water may be  
7 made by a Responsible Agency, up to the amount, or any portion of the  
8 amount, in the Deferred Replacement Water Requirement Account, such  
9 deliveries will be equally subtracted from the Replacement Water  
10 requirement of the Responsible Agency(s) from which it was derived in (1)  
11 and/or (2) above for that year so long as such deliveries shall not cause  
12 total deliveries of all Responsible Agencies to exceed the amounts  
13 provided for in paragraph (f) (1) and/or paragraph (f) (2) above. At the  
14 time that deliveries are made by a Responsible Agency from its Deferred  
15 Replacement Water Requirement Account, Watermaster shall pay to that  
16 Responsible Agency its price prevailing at that time for Replacement  
17 Water.  
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20

21 (i) Advanced Delivery Account. Whenever the total quantity  
22 calculated in (e) (1) above, is less than that delivered to the City of Alhambra  
23 through USG-5 for the previous year, an accounting of the difference shall be  
24 maintained in an "Advanced Delivery Account" and such difference, or as much  
25 as possible thereof, shall be subtracted from the Replacement Water Requirement  
26 of Upper District in the next year when an obligation to deliver Replacement  
27 Water exists for Upper District.  
28

1           28.   Ground Water Quality Management. The Watermaster, Upper District,  
2 San Gabriel District, and San Gabriel Valley Water Association, through a Joint  
3 Resolution dated February-March 1989, affirmed their commitment to participate in a  
4 coordinated federal, state and local response to contamination of Ground Water supplies  
5 of the Basin for both the purpose of preventing additional contamination and the purpose  
6 of cleaning up and limiting the spread of existing contamination. The entities adopting  
7 that Joint Resolution designated and accepted Watermaster as the entity to coordinate  
8 local involvement in the efforts to preserve and restore the quality of Ground Water  
9 within the Basin. Watermaster sought and received additional powers from the Court to  
10 regulate extractions of water from the Basin for water quality control purposes, and this  
11 Section 28 is to implement the same. These efforts shall be that any New or Increased  
12 Extraction to meet water needs from the Basin shall include planned treatment in existing  
13 areas of High Level Degradation or Contamination. An important part of exercising these  
14 additional powers and coordinating federal, state and local responses to contamination of  
15 the Basin's water supplies, is the collection and compilation of essential data from  
16 Producers and the expeditious distribution of such data to the proper state and federal  
17 regulatory agencies involved in water quality matters in the Basin.

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21           (a)   Watermaster Approvals. Each Producer shall, after the effective  
22 date of this amendment to these Rules and Regulations (June 28, 1991), apply to  
23 Watermaster, on forms provided by Watermaster, for a permit to do any of the  
24 following:

- 25                           - Construct any well;  
26                           - Deepen any existing well;  
27                           - Modify the perforations of the casing of any existing well;  
28                           - Notwithstanding natural fluctuations in Basin water levels,  
                                  physically increase or decrease the Effective Extraction  
                                  Capacity of any existing well, including that which may occur

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- due to installation or modification of pipelines, booster pumps or other distribution system components, as of said effective date of these Rules and Regulations;
- Abandon any existing well; or
- Construct, relocate or abandon Ground Water Treatment Facilities.

Such application will be acted upon by Watermaster no later than at its first regular meeting following sixty (60) days after receipt of the complete application. If an emergency exists, Watermaster shall expedite its actions to the maximum extent practicable.

(b) Watermaster Directed Change in Water Production.

(1) Based on available data, Watermaster's Five-Year Plan, and/or Ground Water modeling, Watermaster will, for water quality protection purposes, direct any Producer to increase, decrease or cease Production from existing wells, initiate new well Production or deliver water to or accept water from another water system or direct a Producer to obtain water from another source in-lieu of Pumping from its own wells, or take other appropriate actions in compliance with an approved Watermaster plan by giving such Producer advanced written notice thereof, specifying a time certain for compliance.

(2) The increase in cost to a Producer resulting from a Watermaster directed change in water Production shall not be borne by the Producer, but will be reimbursed to the Producer by Watermaster through In-Lieu Water Assessments levied by Watermaster, unless such funding is made available from other sources such as federal, state or local governmental entities or by those found to be responsible for the contamination in the Basin which caused Watermaster to direct the change

1 in Production by the Producer.

2 (c) Producer Data, Initial Submittal. After June 28, 1991, Producers  
3 shall submit, within sixty (60) days of Watermaster's request, initial data in a form  
4 acceptable to Watermaster, to update and ensure the accuracy of the existing Basin  
5 database. The data shall include:  
6

7 (1) Identification and location of all Active, Inactive or  
8 Abandoned Wells;

9 (2) Water quality data concerning organic compounds, nitrates and  
10 any other water quality parameters as specified by Watermaster, including  
11 all data from other sampling Producers may conduct in addition to  
12 governmental requirements;  
13

14 (3) Available construction details of each well owned or operated  
15 by Producer, as well as all logs (driller's, electric, etc.);

16 (4) Depths or zones from which water is extracted from each  
17 well, if available; and

18 (5) A current map of the main water transmission system of  
19 Producer's distribution system showing the location and sizes of  
20 transmission mains and storage reservoirs, all interconnections with other  
21 systems and their sizes and capacities, and any other data pertinent to the  
22 transmission (but not distribution to customers) of water through the  
23 Producer's system.  
24

25 (d) Quarterly Reports. After the initial submittal of data per  
26 subparagraph (c) above, the following data shall be submitted by all Producers to  
27 Watermaster quarterly, on or before the last day of January, April, July and  
28

1           October:

2                   (1) Chemical water quality data collected during the quarter and  
3                   provided to any state, federal or local public agency;

4                   (2) Data described under Section 28 (c) (3), (4) and (5) hereof  
5                   which supplement, amend or change the data previously submitted by a  
6                   Producer; and  
7

8                   (3) All data from other sampling which Producers may conduct  
9                   in addition to governmental requirements.

10           (e) Operating Principles. Any New or Increased Extraction by a  
11           Producer in the Basin to meet water supply needs shall have prior Watermaster  
12           approval, shall not contribute to contaminant migration, and shall include planned  
13           treatment in existing areas of High-level Degradation and Contamination. In  
14           giving such approval, Watermaster shall consider the cumulative effects of  
15           multiple actions by all Producers in the area of concern by using available  
16           information, the Five-Year Plan, and Ground Water modeling.

17  
18           (f) Emergency Exemptions. Where a Producer's water supply or water  
19           quality problem is so urgent that the viable option for maintaining an adequate  
20           short-term supply that meets drinking water standards involves an action in  
21           conflict with the operating principles outlined in Section 28 (e) hereof,  
22           Watermaster may approve a short-term action contingent upon the Applicant  
23           Producer concurrently submitting an acceptable long-term action plan with  
24           acceptable deadlines for implementation. In general, the long-term action plan  
25           must be approved prior to or concurrently with the short-term action.  
26  
27

28           (g) Water Quality and Supply Plans. To assure that Pumping does not

1 lead to further degradation of water quality in the Basin, a Five-Year Water  
2 Quality and Supply Plan must be prepared and updated annually by Watermaster,  
3 projecting water supply requirements and water quality conditions for each period  
4 of five (5) calendar years beginning November 1, 1991, and each November 1  
5 thereafter. This Plan will also include a water quality monitoring element to  
6 obtain supplemental information as needed to assist in projecting contamination  
7 levels. Watermaster will supply the Producers with projections of contaminant  
8 migration by June 1 of each year for the preparation of these Water Quality and  
9 Supply Plans.  
10

11 Each purveyor of potable water produced from the Basin shall  
12 submit the following information to Watermaster by July 31 of each year:  
13

14 (1) Projected quarterly water supply requirements for each of the  
15 following five calendar years and the proposed pumping rates, in gallons  
16 per minute, for each well;

17 (2) Identification of each Production well known to contain  
18 contaminants and the contaminant levels;

19 (3) Proposed methods for meeting the water supply requirements  
20 of the system if contaminant levels are, or are projected by Watermaster  
21 to become, greater than drinking water standards; and  
22

23 (4) Any intended treatment facility.

24 Watermaster shall analyze the information submitted by Producers and  
25 develop an overall draft Basin Water Quality and Supply Plan. A draft Plan will  
26 be submitted by Watermaster to the Los Angeles Regional Water Quality Control  
27 Board, and for public review and comment per Section 28 (i) hereof, by November  
28

1 1. Appropriate modifications resulting from comments received will be reflected  
2 in the final draft, and a staff report providing an explanation of decisions will be  
3 made available.

4 (h) Ground Water Treatment Facilities.

5 (1) Producers in the Basin shall notify Watermaster in advance at  
6 the initial stages of planning of their intent to construct any Facility to  
7 remove volatile organic compounds (VOCs) and/or nitrates from water  
8 Produced from the Basin. Such notice shall include the following  
9 information:  
10

- 11 - the intended location and a description of the Treatment
- 12 Facility;
- 13 - the water production capacity;
- 14 - the rate of contaminant removal capacity;
- 15 - the expected concentration of all identified contaminants
- 16 in the water to be treated;
- 17 - the expected concentration of all identified contaminants
- 18 in the water after treatment;
- 19 - the intended disposition of all water to be treated;
- 20 - the expected initiation date and period of time over which
- 21 the Treatment Facility will operate; and
- 22 - the expected capital and operating costs of the Treatment
- 23 Facility.

24 (2) In addition, the Producer shall describe all necessary permits  
25 and/or all permits for which it has applied or has received from all  
26 regulatory agencies with regard to such Treatment Facility and shall supply  
27 to Watermaster copies of all environmental documents required under the  
28 California Environmental Quality Act and/or the National Environmental  
Protection Act. No construction of such Treatment Facilities shall be  
initiated without the prior written approval of Watermaster. Watermaster  
shall promptly examine each submittal for compatibility with available

1 information, the Five-Year Plan and the operating principles, and notify the  
2 Applicant of its findings and decision regarding such proposed Treatment  
3 Facility no later than at its first regular meeting following sixty (60) days  
4 after receipt of a complete submittal by the Producer. Watermaster will  
5 also report its determination to the Los Angeles Regional Water Quality  
6 Control Board.  
7

8 (3) All operators of Treatment Facilities shall report quarterly to  
9 Watermaster at least the following information:

- 10 - name or other designation of the Treatment Facility;  
11 - quantity of water treated during quarter;  
12 - quantity of each contaminant removed;  
13 - quality of water before treatment, at beginning and end of  
14 each quarter;  
15 - quality of water after treatment, at beginning and end of  
16 each quarter; and  
17 - operation and maintenance costs for each quarter.

18 (i) Decision Making Process, Hearings and Appeals.

19 (1) All Watermaster determinations relating to the control of  
20 Pumping for water quality purposes shall be based upon a staff  
21 recommendation and information and recommendations received from or  
22 furnished by affected Producers. Staff's recommendation shall result from  
23 staff's analysis of information presented by interested Parties, all available  
24 water quality data, Watermaster's Five-Year Plan, Ground Water modeling  
25 and other water quality trend analysis reports, and will be based on the  
26 operating principles set forth in these rules. Staff shall provide supporting  
27 data to document each recommendation that it makes to Watermaster.  
28 After consideration of the staff recommendation and public comment  
provided at the Watermaster meeting, Watermaster shall make a final

1 decision.

2 (2) Public hearings on Watermaster's draft annual Five-Year  
3 Water Quality and Supply Plan will be held following a thirty (30) day  
4 public review and comment period. A copy of such draft will be sent to  
5 all Parties to the Judgment as well as to all other interested Parties by  
6 November 1 of each year along with a notice of the date, time and place  
7 of the public hearing, to be scheduled not less than thirty (30) days after  
8 the mailing date of the draft Plan. A notice of public hearing will also be  
9 published in the San Gabriel Valley's key local newspaper(s) at the  
10 beginning of the public review period. Consideration of comments  
11 received is described in Section 28 (g) hereof.  
12

13 (3) Appeal of a Watermaster decision may be made to the  
14 Watermaster who shall notice and consider the same at a public hearing.  
15 Actions by the Watermaster are subject to review by the Court. Any Party  
16 may, by a regularly noticed motion, petition the Court for review of  
17 Watermaster's action or decision. Notice of such motion shall be served  
18 and filed within ninety (90) days after such Watermaster action or decision.  
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1 APPENDIX "A"

2 DEFINITIONS

3 (a) Base Annual Diversion Right -- The average annual quantity of water  
4 which a Diverter has the right to Divert for Direct Use.

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

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

9 (d) Diverter -- Any Party who Diverts.

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

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

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

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

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

19 (j) In-Lieu Water Cost -- The differential between a particular Producer's cost  
20 of Watermaster directed Produced, treated, blended, substituted or Supplemental Water  
21 delivered or substituted to, for, or taken by such Producer in-lieu of his cost of otherwise  
22 normally producing a like amount of Ground Water.

23 (k) Judgment -- Judgment entered in Los Angeles Superior Court Civil Action  
24 No. 924128, entitled "Upper San Gabriel Valley Municipal Water District v. City of  
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1        Alhambra, et al." as amended.

2            (l)    Key Well -- Baldwin Park Key Well, being elsewhere designated as State  
3        Well No. 1S/10W-7R2, or Los Angeles County, Department of Public Works, Well No.  
4        3030-F. Said well has a ground surface elevation of 386.7.

5            (m)    Long Beach Case -- Los Angeles Superior Court Case No. 722647, entitled  
6        "The Board of Water Commissioners of the City of Long Beach, et al, v. San Gabriel  
7        Valley Water Company, et al."

8            (n)    Main San Gabriel Basin or Basin -- The Ground Water Basin underlying  
9        the area shown as such on Exhibit "A" of the Judgment.

10           (o)    Make-up Obligation -- The total cost of meeting the obligation of the Basin  
11        to the area at or below Whittier Narrows, pursuant to the Judgment in the Long Beach  
12        Case.  
13

14           (p)    Minimal Producer -- Any Producer whose Production in any Fiscal Year  
15        does not exceed five (5) acre-feet.  
16

17           (q)    Natural Safe Yield -- The quantity of natural water supply which can be  
18        extracted annually from the Basin under conditions of the long-term average annual  
19        supply, net of the requirement to meet downstream rights as determined in the Long  
20        Beach Case (exclusive of Pumped export), and under cultural conditions as of a particular  
21        year.  
22

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

26           (s)    Overdraft -- A condition wherein the total annual Production from the  
27        Basin exceeds the Natural Safe Yield thereof.  
28

1 (l) Overlying Rights -- The right to Produce water from the Basin for use on  
2 Overlying Lands, which rights are exercisable only on specifically defined Overlying  
3 Lands and which cannot be separately conveyed or transferred apart therefrom.

4 (u) Physical Solution -- The Court-decreed method of managing the waters of  
5 the Basin so as to achieve the maximum utilization of the Basin and its water supply,  
6 consistent with the rights declared in the Judgment.

7 (v) Prescriptive Pumping Right -- The highest continuous extraction of water  
8 by a Pumper from the Basin for beneficial use in any five (5) consecutive years after  
9 commencement of Overdraft and prior to filing of the action, as to which there has been  
10 no cessation of use by that Pumper during any subsequent period of five (5) consecutive  
11 years prior to the filing of said action.

12 (w) Produce or Producing -- To Pump or Divert water from the Basin.

13 (x) Producer -- A Party who Produces water from the Basin.

14 (y) Production -- The annual quantity of water Produced from the Basin, stated  
15 in acre-feet.

16 (z) Pump or Pumping -- To extract ground water from the Basin by Pumping  
17 or by any other method.

18 (aa) Pumper -- A Party who Pumps water.

19 (bb) Pumper's Share -- A Pumper's right to a percentage of the entire Natural  
20 Safe Yield, Operating Safe Yield and appurtenant Ground Water storage of the Basin.

21 (cc) Reclaimed Water -- Water which, as a result of treatment of waste, is  
22 suitable for a direct beneficial use or a controlled use that would not otherwise occur.

23 (dd) Relevant Watershed -- That portion of the San Gabriel River Watershed  
24 tributary to Whittier Narrows which is shown as such on Exhibit "A" to the Judgment and  
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1 the exterior boundaries of which are described in Exhibit "B" of the Judgment.

2 (ee) Replacement Water -- Water purchased by Watermaster to replace: (1)  
3 Production in excess of a Pumper's Share of Operating Safe Yield; (2) the consumptive  
4 use portion resulting from the exercise of an Overlying Right; and (3) Production in  
5 excess of a Diverter's right to Divert for Direct Use.

6 (ff) Responsible Agency -- The municipal water district which is the normal  
7 and appropriate source from whom Watermaster shall purchase Supplemental Water for  
8 replacement purposes under the Physical Solution of the Judgment, being one of the  
9 following:

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

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

15 (3) Three Valleys District -- Three Valleys Municipal Water District,  
16 a member public agency of MWD.

17 (gg) Stored Water -- Supplemental Water stored in the Basin pursuant to a  
18 Cyclic Storage Agreement with Watermaster as authorized by Section 34(n) of the  
19 Judgment herein.

20 (hh) Supplemental Water -- Nontributary water imported through a Responsible  
21 Agency and Reclaimed Water.

22 (ii) Transporting Parties -- Any Party who has transported water from the  
23 Relevant Watershed or Basin to an area outside thereof within the Year immediately  
24 preceding the entry of Judgment, and any Party presently or hereafter having an interest  
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1 in lands or having a service area outside the Basin or Relevant Watershed contiguous to  
2 lands in which it has an interest or a service area within the Basin or Relevant Watershed.  
3 Division by a road, highway, or easement shall not interrupt contiguity. Said term shall  
4 also include the City of Sierra Madre, or any Party supplying water thereto, so long as  
5 the corporate limits of said City are included within one of the Responsible Agencies.  
6

7 (jj) Water Level -- The measured Elevation of water in the Key Well, corrected  
8 for any temporary effects of mounding caused by replenishment or local depressions  
9 caused by Pumping.

10 (kk) Year -- A calendar year, unless the context clearly indicates a contrary  
11 meaning.  
12

13 The following are supplemental definitions relating to Section 28 of these rules  
14 and regulations.

15 (ll) New Extraction -- Any extraction from the Main San Gabriel Basin using  
16 a well or other Ground Water extraction facility that becomes active for the first time for  
17 water supply purposes on or after June 28, 1991.

18 (mm) Increased Extraction (Decreased) -- Any modification to an existing well  
19 or extraction facility that physically increases (or decreases) the Effective Extraction  
20 Capacity of that well or extraction facility. Such modifications may include: (1)  
21 changing the well depth, (2) modifying the perforation intervals, (3) modifying the pump  
22 and/or motor, (4) installing or modifying distribution pipelines, (5) installing or modifying  
23 booster pumps, and (6) installing or modifying other distribution system components.  
24 Normal maintenance work would be excluded.  
25

26 (nn) Effective Extraction Capacity -- The actual capacity of a well or extraction  
27 facility to extract Ground Water from the Basin using the pumping equipment and system  
28

1 appurtenances in good working order as they existed on June 28, 1991.

2 (oo) Treatment Facility -- Any facility that provides treatment for contaminated  
3 Ground Water in order to meet drinking water standards.

4 (pp) Planned Treatment -- A specific Treatment Facility with a designated  
5 source of Ground Water supply and schedule for development.

6  
7 (qq) Active Well -- Any well used or that could be used without modifications  
8 to extract Ground Water.

9 (rr) Inactive Well -- Any well that is not in service at the time of filing of an  
10 application hereinunder.

11 (ss) Abandoned Well -- A well that has been abandoned in accordance with the  
12 provisions of state, county or local laws and regulations.

13  
14 (tt) High-level Degradation and Contamination -- Ground Water containing  
15 contaminants in excess of the federal or state maximum contaminant level. Some areas  
16 of the Basin contain higher contaminant concentrations than others and Treatment  
17 Facilities shall be planned to extract Ground Water from the higher level areas of  
18 contamination in the Basin.

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APPENDIX "B"

SUMMARY OF CRITICAL DATES AND ACTIONS FOR WATERMASTER

This summary of critical dates and actions for Watermaster is presented for the convenience of Watermaster members, the Parties and others in carrying out the provisions of the Court Judgment. It does not necessarily include all critical dates and actions under the Judgment.

1 SUMMARY OF CRITICAL DATES AND ACTIONS FOR WATERMASTER

2 1. Watermaster members' terms of office.

3 January 1 - December 31.

4 2. Watermaster's first meeting in January.

5 (a) Election of Watermaster Chairman and Vice-Chairman (from Watermaster  
6 membership) and selection of Secretary, Treasurer and assistants (who may, but  
7 need not, be Watermaster members). Watermaster Rules and Regulations, Section  
8 6 (R/R 6)

9 (b) Order Engineering Report for Preliminary Determination of Operating Safe  
10 Yield. (R/R 14(a))

11 3. January 31 - Quarterly Reports, as required by the Rules and Regulations, of  
12 Production (R/R 13), Cyclic Storage (R/R 26(h)) and data required by Section 28  
13 (d), due to Watermaster.

14 4. March - Receive San Gabriel River Watermaster Report.

15 5. Watermaster's first meeting in April.

16 Watermaster shall make a Preliminary Determination of the Operating Safe Yield  
17 of the Basin for the next five Fiscal Years and mail a copy thereof to all Parties  
18 at least ten (10) days prior to a hearing thereon and which said hearing shall  
19 commence at Watermaster's first meeting in May. (R/R 14(a))

20 6. April 30 - Quarterly Reports, as required by the Rules and Regulations, of  
21 Production (R/R 13), Cyclic Storage (R/R 26(h)) and data required by Section 28  
22 (d), due to Watermaster.

23 7. Watermaster's first meeting in May.

24 (a) Hearing on Preliminary Determination for Watermaster to make Final  
25  
26  
27  
28

1 Determination of Operating Safe Yield. (R/R 14(b))

2 Within thirty (30) days of the Final Determination of the Operating Safe Yield a  
3 copy of the Final Report and Determination must be mailed to each Pumper and  
4 Integrated Producer, including a statement of their entitlements under such  
5 Determination. (R/R 14(c))

6 (b) Budget.

7 Adopt a proposed Administration Budget for the succeeding Fiscal Year and  
8 within fifteen (15) days mail a copy thereof together with a statement of the level  
9 of the Administration Assessment levied by Watermaster which will be collected  
10 for purposes of raising the necessary funds for said budget. (R/R 18(a))

11 (c) Assessments.

12 In addition to the Administration Assessment, Watermaster shall levy the  
13 Replacement Water Assessment, Make-up Obligation Assessment and the In-lieu  
14 Water Assessments, if any. (R/R 19)

- 15
- 16
- 17 8. June 1 - Watermaster to supply Producers with projections of contaminant  
18 migration by June 1. (R/R 28(g))
- 19
- 20 9. July - Authorize preparation of Annual Watermaster Report. Receive tentative  
21 budget from San Gabriel River Watermaster.
- 22 10. July 31 - Quarterly Reports, as required by the Rules and Regulations, of  
23 Production (R/R 13), Cyclic Storage (R/R 26(h)) and data required by Section 28  
24 (d), due to Watermaster. Producers of potable water from the Basin must submit  
25 to Watermaster the data required by Section 28(g).
- 26 11. August 15 - On or before this date Watermaster must give written notice of all  
27 applicable Assessments to all Parties. (R/R 19)
- 28

- 1 12. September 20 - All Assessments payable to Watermaster. (R/R 19(a))
- 2 13. September 30 - Must pay Upper Area share of San Gabriel River Watermaster
- 3 budget by this date.
- 4 14. October 1 - Mail Notice of Nomination Election of Producer representatives to be
- 5 held at Watermaster's November meeting. (R/R 9(a))
- 6
- 7 15. October 31 - Quarterly Reports, as required by the Rules and Regulations, of
- 8 Production (R/R 13), Cyclic Storage (R/R 26(h)) and data required by Section 28
- 9 (d), due to Watermaster.
- 10 16. November
- 11 (a) Watermaster Annual Report filed with the Court and copies mailed to each
- 12 Party by November 1. (R/R 24)
- 13
- 14 (b) Draft Annual Five-Year Water Quality and Supply Plan under Section 28 (g)
- 15 to be filed with the Los Angeles Regional Quality Control Board and circulated
- 16 for public review and comment by November 1.
- 17
- 18 (c) Prior to Watermaster's meeting in November, nomination of Public
- 19 Representatives to Watermaster by Upper District and San Gabriel District.
- 20
- 21 (d) Watermaster's meeting in November--election of six Producer Representatives
- 22 for nomination to Watermaster. (R/R 9(b)) Petition Court for confirmation of
- 23 nominees and give notice of hearing on Petition to all Parties.
- 24 Within ninety (90) days of a vacancy on Watermaster, it shall be filled by
- 25 nomination by Upper District or San Gabriel District if for a Public Representative
- 26 and by a special election at a Watermaster meeting for a Producer Representative,
- 27 after notice thereof to all Parties, and Watermaster Petition (and notice thereof to
- 28 all parties) for Court confirmation of nominee. (R/R 10)

**PERMANENT TRANSFER OF WATER RIGHTS - PRESCRIPTIVE PUMPING RIGHT**

For a valuable consideration, receipt of which is hereby acknowledged, \_\_\_\_\_, ("Seller") does hereby assign and transfer in perpetuity to \_\_\_\_\_, ("Buyer") all rights to the quantity of \_\_\_\_\_ acre-feet of the "Prescriptive Pumping Right" and the appropriate % of "Pumper's Share" adjudicated to Seller or his predecessor in the Judgment in the case of "Upper San Gabriel Valley Municipal Water District, v. City of Alhambra, et al." Los Angeles Superior Court No. 924128, together with all the attendant rights, powers and privileges pertaining thereto.

(Check appropriate provision)

This transfer does [ ] does not [ ] include \_\_\_\_\_ acre-feet of "carry-over of unused rights" associated with said transferred rights and in existence on the date hereof.

DATED: \_\_\_\_\_

BUYER

SELLER

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Signature)

Name of Designee (of Buyer) to receive service of Processes & Notices:

Name of Designee (of Seller) to receive service of Processes & Notices:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Address

Address

Telephone No.: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

To be executed by both Buyer and Seller and, if separately requested by Watermaster, be accompanied by a map of the service area where the water was used by Seller and a map of the service area where the water is intended to be used by the Buyer.

(Have the appropriate individual(s) or corporate attached acknowledgments completed by both Buyer and Seller as part of the transfer)

A TRUE COPY HEREOF MUST BE FILED WITH WATERMASTER WITHIN 15 DAYS OF EXECUTION.

(To be accompanied by completed Exhibit "E" if Buyer is not a party to the Judgment)

EXHIBIT "A"

**CORPORATE ACKNOWLEDGMENT**

STATE OF CALIFORNIA )  
COUNTY OF LOS ANGELES)ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_, before me, the undersigned Notary Public, personally appeared

\_\_\_\_\_  
known to me  
proved to me on the basis of satisfactory evidence to be the person(s) who executed the within Instrument as

\_\_\_\_\_  
or on behalf of the Corporation therein named and acknowledged to me that the Corporation executed it.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

\_\_\_\_\_  
Name (Typed or Printed)  
Notary Public in and for said  
County and State

(SEAL)

**INDIVIDUAL(s) ACKNOWLEDGMENT**

STATE OF CALIFORNIA )  
COUNTY OF LOS ANGELES)ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_ before me, the undersigned Notary Public, personally appeared

\_\_\_\_\_  
known to me  
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) subscribed to the within instrument and acknowledged to me that \_\_\_\_\_ executed the same.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

\_\_\_\_\_  
Name (Typed or Printed)  
Notary Public in and for said,  
County and State

(SEAL)

**PERMANENT TRANSFER OF WATER RIGHTS - BASE ANNUAL DIVERSION RIGHT**

For a valuable consideration, receipt of which is hereby acknowledged, \_\_\_\_\_, ("Seller") does hereby assign and transfer in perpetuity to \_\_\_\_\_, ("Buyer") all rights to the quantity of \_\_\_\_\_ acre-feet of the "Base Annual Diversion Right" adjudicated to Seller or his predecessor in the Judgment in the case of "Upper San Gabriel Valley Municipal Water District, v. City of Alhambra, et al.", Los Angeles Superior Court No. 924128, together with all the attendant rights, powers and privileges pertaining thereto.

DATED: \_\_\_\_\_

**BUYER**

**SELLER**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Signature)

(Signature)

Name of Designee (of Buyer) to receive service of Processes & Notices:

Name of Designee (of Seller) to receive service of Processes & Notices:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Address

Address

Telephone No.: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

To be executed by both Buyer and Seller and, if separately requested by Watermaster, be accompanied by a map of the service area where the water was used by Seller and a map of the service area where the water is intended to be used by the Buyer.

(Have the appropriate individual(s) or corporate attached acknowledgments completed by both Buyer and Seller as part of the transfer)

**A TRUE COPY HEREOF MUST BE FILED WITH WATERMASTER WITHIN 15 DAYS OF EXECUTION.**

(To be accompanied by completed Exhibit "E" if Buyer is not a party to the Judgment)

**EXHIBIT "B"**

**CORPORATE ACKNOWLEDGMENT**

STATE OF CALIFORNIA )  
COUNTY OF LOS ANGELES)ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_, before me, the undersigned Notary Public, personally appeared

\_\_\_\_\_  
\_\_\_\_\_ known to me  
\_\_\_\_\_ proved to me on the basis of satisfactory evidence to be the person(s) who executed the within Instrument as

\_\_\_\_\_  
or on behalf of the Corporation therein named and acknowledged to me that the Corporation executed it.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

\_\_\_\_\_  
Name (Typed or Printed)  
Notary Public in and for said  
County and State

(SEAL)

**INDIVIDUAL(S) ACKNOWLEDGMENT**

STATE OF CALIFORNIA )  
COUNTY OF LOS ANGELES)ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_ before me, the undersigned Notary Public, personally appeared

\_\_\_\_\_  
\_\_\_\_\_ known to me  
\_\_\_\_\_ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) \_\_\_\_\_ subscribed to the within instrument and acknowledged to me that \_\_\_\_\_ executed the same.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

\_\_\_\_\_  
Name (Typed or Printed)  
Notary Public in and for said  
County and State

(SEAL)

**PERMANENT TRANSFER OF WATER RIGHTS - INTEGRATED PRODUCTION RIGHT**

For a valuable consideration, receipt of which is hereby acknowledged, \_\_\_\_\_, ("Seller") does hereby assign and transfer in perpetuity to \_\_\_\_\_, ("Buyer") all rights to the quantity of \_\_\_\_\_ acre-feet of the "Prescriptive Pumping Component" and the appropriate % of "Pumper's Share" together with \_\_\_\_\_ acre-feet of "Diversion Component" adjudicated to Seller or his predecessor in the Judgement in the case of "Upper San Gabriel Valley Municipal Water District, v. City of Alhambra, et al.", Los Angeles Superior Court No. 924128, together with all the attendant rights, powers and privileges pertaining thereto.

(Check appropriate provision)

This transfer does [ ] does not [ ] include \_\_\_\_\_ acre-feet of "carry-over of unused rights" associated with said transferred rights and in existence on the date hereof.

DATED: \_\_\_\_\_

BUYER

SELLER

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Signature)

Name of Designee (of Buyer) to receive service of Processes & Notices:

\_\_\_\_\_  
\_\_\_\_\_

Address

Telephone No.: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Signature)

Name of Designee (of Seller) to receive service of Processes & Notices:

\_\_\_\_\_  
\_\_\_\_\_

Address

Telephone No.: \_\_\_\_\_

To be executed by both Buyer and Seller and, if separately requested by Watermaster, be accompanied by a map of the service area where the water was used by Seller and a map of the service area where the water is intended to be used by the Buyer.

(Have the appropriate individual(s) or corporate attached acknowledgments completed by both Buyer and Seller as part of the transfer)

A TRUE COPY HEREOF MUST BE FILED WITH WATERMASTER WITHIN 15 DAYS OF EXECUTION.

(To be accompanied by completed Exhibit "E" if Buyer is not a party to the Judgment)

EXHIBIT "C"

**CORPORATE ACKNOWLEDGMENT**

STATE OF CALIFORNIA )  
COUNTY OF LOS ANGELES) ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_, before me, the undersigned Notary Public, personally appeared

\_\_\_\_\_ known to me  
\_\_\_\_\_ proved to me on the basis of satisfactory evidence to be the person(s) who executed the within Instrument as

\_\_\_\_\_ or on behalf of the Corporation therein named and acknowledged to me that the Corporation executed it.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

\_\_\_\_\_  
Name (Typed or Printed)  
Notary Public in and for said  
County and State

(SEAL)

**INDIVIDUAL(s) ACKNOWLEDGMENT**

STATE OF CALIFORNIA )  
COUNTY OF LOS ANGELES) ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_ before me, the undersigned Notary Public, personally appeared

\_\_\_\_\_ known to me  
\_\_\_\_\_ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) \_\_\_\_\_ subscribed to the within instrument and acknowledged to me that \_\_\_\_\_ executed the same.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

\_\_\_\_\_  
Name (Typed or Printed)  
Notary Public in and for said  
County and State

(SEAL)

**TEMPORARY ASSIGNMENT OR LEASE OF WATER RIGHT**

For a valuable consideration, receipt of which is hereby acknowledged, \_\_\_\_\_,

("Assignor") does hereby assign and transfer to \_\_\_\_\_, ("Assignee") commencing on \_\_\_\_\_ and terminating on \_\_\_\_\_, the following water right(s):

(Check the following appropriate category)

- |  |  |
|--|--|
| <input type="checkbox"/> <u>Production Right</u> _____ AF            | <input type="checkbox"/> <u>Integrated Production Right</u> (consisting of _____ acre-feet of "Prescriptive Pumping Component" and _____ acre-feet of "Diversion Component") |
| <input type="checkbox"/> <u>Prescriptive Pumping Right</u> _____ AF  |  |
| <input type="checkbox"/> <u>Base Annual Diversion Right</u> _____ AF | <input type="checkbox"/> <u>Carry-over Right</u> _____ AF  |

adjudicated to Assignor or his predecessor in the Judgment in the case of "Upper San Gabriel Valley Municipal Water District v. City of Alhambra, et al." Los Angeles Superior Court No. 924128.

Said assignment is made upon condition that:

- (1) Assignee shall exercise said right on behalf of Assignor for the period described hereinabove and the first water produced by Assignee from the Relevant Watershed of the Main San Gabriel Basin after the date hereof shall be that produced hereunder;
- (2) Assignee shall put all waters utilized pursuant to said transfer to reasonable beneficial use; and
- (3) Assignee shall pay all Watermaster assessments on account of the water production hereby assigned or leased.

DATED: \_\_\_\_\_

ASSIGNEE

ASSIGNOR

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Signature)  
Name of Designee (of Assignee) to receive service of Processes & Notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Signature  
Name of Designee (of Assignor) to receive service of Processes & Notices:

\_\_\_\_\_  
Address  
Telephone No. of Designee: \_\_\_\_\_

\_\_\_\_\_  
Address  
Telephone No. of Designee: \_\_\_\_\_

To be executed by both Assignee and Assignor and, if separately requested by Watermaster, be accompanied by a map of the service area where the water was used by Assignor and a map of the service area where the water is intended to be used by the Assignee.

(Have the appropriate individual(s) or corporate attached acknowledgments completed as part of the temporary transfer)

A TRUE COPY HEREOF MUST BE FILED WITH WATERMASTER WITHIN 15 DAYS OF EXECUTION.  
(To be accompanied by completed Exhibit "E" if Assignee is not a party to the Judgment)

**CORPORATE ACKNOWLEDGMENT**

STATE OF CALIFORNIA )  
COUNTY OF LOS ANGELES) ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_, before me, the undersigned Notary Public, personally appeared

\_\_\_\_\_ known to me  
\_\_\_\_\_ proved to me on the basis of satisfactory evidence to be the person(s) who executed the within Instrument as

\_\_\_\_\_ or on behalf of the Corporation therein named and acknowledged to me that the Corporation executed it.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

\_\_\_\_\_  
Name (Typed or Printed)  
Notary Public in and for said  
County and State

(SEAL)

**INDIVIDUAL(s) ACKNOWLEDGMENT**

STATE OF CALIFORNIA )  
COUNTY OF LOS ANGELES) ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_ before me, the undersigned Notary Public, personally appeared

\_\_\_\_\_ known to me  
\_\_\_\_\_ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) \_\_\_\_\_ subscribed to the within instrument and acknowledged to me that \_\_\_\_\_ executed the same.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

\_\_\_\_\_  
Name (Typed or Printed)  
Notary Public in and for said  
County and State

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Attorney for Watermaster

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES

UPPER SAN GABRIEL VALLEY )  
MUNICIPAL WATER DISTRICT, )  
 )  
Plaintiff, )  
v. )  
 )  
CITY OF ALHAMBRA, ET AL, )  
 )  
 )  
Defendants. )

NO. 924128  
STIPULATION RE INTERVENTION  
AFTER JUDGMENT  
OF \_\_\_\_\_  
as Defendant(s)

IT IS HEREBY STIPULATED by and between the Main San Gabriel  
Basin Watermaster for and on behalf of all parties to the instant action (pursuant to  
Section 57 of the amended Judgment) and \_\_\_\_\_  
\_\_\_\_\_ the proposed Intervenor(s) herein, that  
said proposed Intervenor(s) may intervene in the instant action and become entitled  
to all of the benefits and bound by all of the burdens of the Judgment herein.

The Court will consider the attached proposed Order confirming said  
Intervention at \_\_\_\_\_ o'clock \_\_\_ M on \_\_\_\_\_ 199\_\_, in  
Department \_\_\_\_\_ located at \_\_\_\_\_

Watermaster shall give at least 30 days notice to the parties herein of  
said hearing.

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DATED: \_\_\_\_\_

Watermaster

By \_\_\_\_\_  
Chairman

Attest:

\_\_\_\_\_  
Secretary

DATED: \_\_\_\_\_

Intervenor(s)

\_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

Name of Intervenor's Designee:

\_\_\_\_\_

Address of Designee:

\_\_\_\_\_

\_\_\_\_\_

Telephone Number of Designee:

\_\_\_\_\_

Exhibit "E"

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

UPPER SAN GABRIEL VALLEY )  
MUNICIPAL WATER DISTRICT, )  
Plaintiff, )

NO. 924128

DESIGNEE TO RECEIVE FUTURE NOTICES  
FOR AND ON BEHALF OF DEFENDANT(S)

v. )

CITY OF ALHAMBRA, ET AL., )  
Defendants. )

\_\_\_\_\_

\_\_\_\_\_ Defendant(s) \_\_\_\_\_ hereby  
designate(s): \_\_\_\_\_ whose address is:

\_\_\_\_\_ and whose telephone number is \_\_\_\_\_ as said defendant's  
Designee to receive service of all future notices, determinations, requests, demands,  
objections, reports and other papers and processes to be served upon said  
defendant(s) or delivered to said defendant(s) herein.

A copy hereof has been served upon the Watermaster herein, by mail,  
on \_\_\_\_\_, 199\_\_.

Executed under penalties of perjury at \_\_\_\_\_  
California, this \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_.

\_\_\_\_\_  
\_\_\_\_\_

**NOTICE OF TRANSFER OF OVERLYING RIGHTS  
WITH PROPERTY TO WHICH THEY ARE APPURTENANT**

On \_\_\_\_\_, 19\_\_\_\_, the undersigned (or his predecessor),  
adjudged Overlying Rights on the property described in Exhibit 1 attached hereto and  
by this inference incorporated herein, in the case of "UPPER SAN GABRIEL VALLEY  
MUNICIPAL WATER DISTRICT, v. CITY OF ALHAMBRA, ET AL," Los Angeles  
Superior Court No. 924128, transferred said property and said Overlying Rights  
appurtenant thereto to \_\_\_\_\_,  
whose address is \_\_\_\_\_, and  
whose telephone number is \_\_\_\_\_.

That said transferee hereby names \_\_\_\_\_  
whose address is \_\_\_\_\_  
and whose telephone number is \_\_\_\_\_ as his/her Designee to  
receive all future notices and processes in said action.

DATED \_\_\_\_\_

BUYER

SELLER

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To be executed by both Buyer and Seller and, if separately requested by Watermaster,  
be accompanied by a map of the service area where the water was used by Seller and  
a map of the service area where the water is intended to be used by Buyer.

(Have the appropriate individual(s) or corporate attached acknowledgements completed  
as part of the transfer, and include Exhibit 1)

A TRUE COPY HEREOF MUST BE FILED WITH WATERMASTER WITHIN 15 DAYS  
OF EXECUTION

(To be accompanied by completed Exhibit "E" if Buyer is not a party to the Judgment)

Exhibit "G"

**CORPORATE ACKNOWLEDGMENT**

STATE OF CALIFORNIA )  
COUNTY OF LOS ANGELES)ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_, before me, the undersigned Notary Public, personally appeared

\_\_\_\_\_ known to me

\_\_\_\_\_ proved to me on the basis of satisfactory evidence to be the person(s) who executed the within Instrument as

\_\_\_\_\_ or on behalf of the Corporation therein named and acknowledged to me that the Corporation executed it.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

\_\_\_\_\_  
Name (Typed or Printed)  
Notary Public in and for said  
County and State

(SEAL)

**INDIVIDUAL(s) ACKNOWLEDGMENT**

STATE OF CALIFORNIA )  
COUNTY OF LOS ANGELES)ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_ before me, the undersigned Notary Public, personally appeared

\_\_\_\_\_ known to me

\_\_\_\_\_ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) \_\_\_\_\_ subscribed to the within instrument and acknowledged to me that \_\_\_\_\_ executed the same.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

\_\_\_\_\_  
Name (Typed or Printed)  
Notary Public in and for said  
County and State

(SEAL)

Address:  
25 East Huntington Drive  
Sanovina, CA 91016

# MAIN SAN GABRIEL BASIN WATERMASTER

SUPERIOR COURT CASE NO. 924128-LOS ANGELES COUNTY

|  |
|--|
| (State Well Number)  |
| (Recordation Number)   |
| (Owner's Designation)<br>(To Be Completed<br>by Watermaster) |

## APPLICATION TO DRILL WATER WELL

**(1) APPLICANT:**

Name \_\_\_\_\_  
Address \_\_\_\_\_

**(2) LOCATION OF PROPOSED WELL:**

Well Address: \_\_\_\_\_  
Township, Range, and Section \_\_\_\_\_  
Thomas Brothers Gulch (Please indicate year, page number and coordinates.) \_\_\_\_\_

Assessors Parcel No. \_\_\_\_\_  
(Please attach copy of a map or sketch showing well location relative to streets or other major landmarks.) \_\_\_\_\_

**(3) NAME OF WELL DRILLING CONTRACTOR:** \_\_\_\_\_

**(4) PROPOSED USE:**

Municipal [ ] Irrigation [ ]  
Domestic [ ] Industrial [ ]  
Water Quality Cleanup [ ]  
Other [ ]

**(5) DRILLING EQUIPMENT:**

Rotary [ ]  
Cable [ ]  
Other [ ]

**(6) PROPOSED WELL CHARACTERISTICS:**

**A. Casing Installed:**

| STEEL [ ] |        | PLASTIC [ ] |              | OTHER [ ]        |        | Gravel Packed: |        |
|-----------|--------|-------------|--------------|------------------|--------|----------------|--------|
| From ft.  | To ft. | Diam.       | Gage or Wall | Diameter of Bore | Packed | From ft.       | To ft. |
|           |        |             |              |                  |        |                |        |
|           |        |             |              |                  |        |                |        |

Size of shoe or well ring: \_\_\_\_\_  
Describe joint \_\_\_\_\_

**B. Perforations or Screen:**

Type of perforation or size of screen \_\_\_\_\_

| From ft. | To ft. | Perf. per row | Rows per ft. | Slot Size |
|----------|--------|---------------|--------------|-----------|
|          |        |               |              |           |
|          |        |               |              |           |

**C. Construction:**

Will a surface sanitary seal be provided? Yes [ ] No [ ]  
To what depth? \_\_\_\_\_ ft.  
Is any strata anticipated to be sealed against pollution?  
Yes [ ] No [ ]  
If yes, note anticipated depth of strata  
from \_\_\_\_\_ ft. to \_\_\_\_\_ ft.  
from \_\_\_\_\_ ft. to \_\_\_\_\_ ft.  
Proposed method of sealing \_\_\_\_\_

**(7) WELL TESTS:**

Will a pump test be made? Yes [ ] No [ ] If yes by whom? \_\_\_\_\_

Anticipated Well Yield \_\_\_\_\_

Will a chemical analysis be made? Yes [ ] No [ ]  
Will an electric log be made of well? Yes [ ] No [ ]  
(If yes, file copy with Watermaster upon well completion)

**(8) PROPOSED PUMPING EQUIPMENT:**

(A) Pump  
Electric [ ] Natural Gas [ ]  
Propane [ ] Diesel [ ]  
Other [ ] \_\_\_\_\_  
(B) Make \_\_\_\_\_  
(C) Pump Size (hp) \_\_\_\_\_ (gpm) \_\_\_\_\_  
(D) Design Efficiency \_\_\_\_\_

**(9) PROXIMITY TO POTENTIAL SOURCES OF CONTAMINATION:**

(A) Distance to nearest sewer line or septic tank \_\_\_\_\_ (ft.)

(B) Wells (Please provide distance, direction and name of nearest upgradient well(s) with volatile organic chemical or nitrate levels above a maximum contaminant level, if known.) \_\_\_\_\_

(10) Please provide copy of County of Los Angeles permits and State Department of Water Resources Water Well Driller Reports and any other permits for construction of a new well upon completion of proposed well.

(11) Please provide Watermaster with copies of all feasibility studies, alternative water supply sources, water quality studies or other reports which validate the Applicant's need to drill a new well. Applicant must provide supporting data to show compliance with the requirements of Section 28 with particular reference to Section 28(e) of Watermaster's Rules and Regulations.

I hereby agree to comply with all regulations of the Main San Gabriel Basin Watermaster pertaining to well construction, operation, repair, modification, destruction and inactivation. The applicant will furnish the Watermaster a complete well log upon completion of well construction.

Submitted for Applicant by: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date Received by Watermaster: \_\_\_\_\_

Watermaster Action:

Approved [ ] Denied [ ]

Date of Action: \_\_\_\_\_

Permit Number: \_\_\_\_\_

By: \_\_\_\_\_

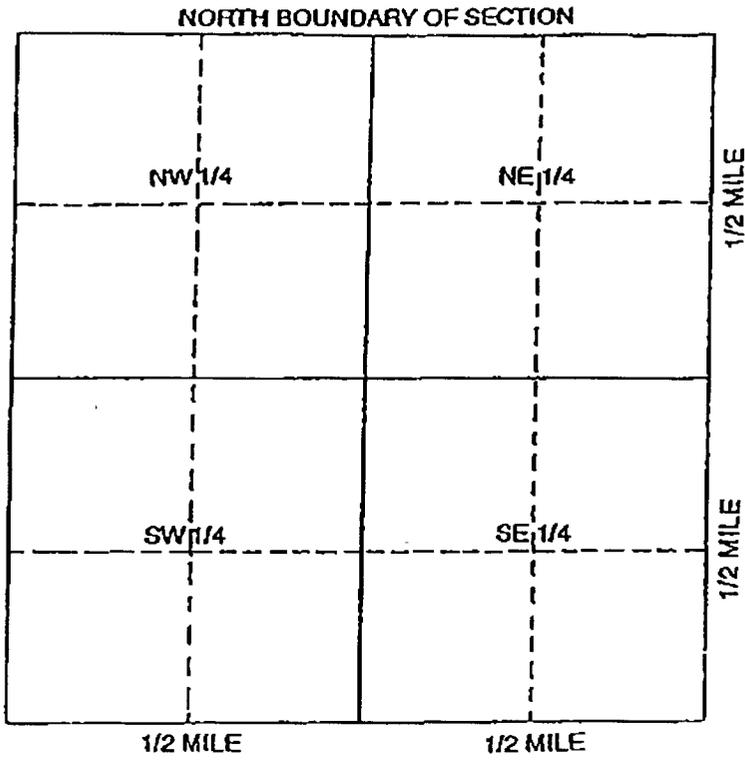
(Name)

(Title)

EXHIBIT "H"

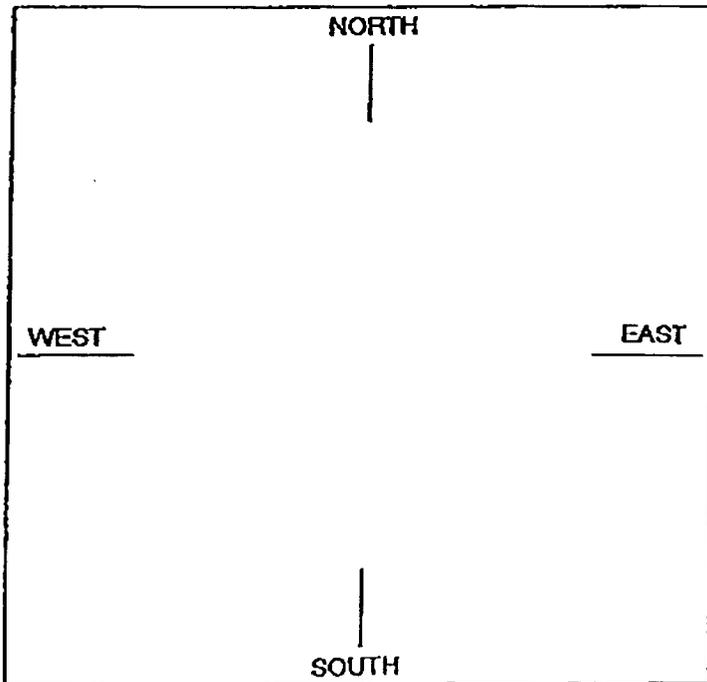
H-1

# WELL LOCATION SKETCH



Township \_\_\_\_\_ N/S  
 Range \_\_\_\_\_ E/W  
 Section No. \_\_\_\_\_

A. Location of well in sectionized areas.  
 Sketch roads, railroads, streams, or other features as necessary.



B. Location of well in areas not sectionized.  
 Sketch roads, railroads, streams, or other features as necessary.  
 Indicate distances.

# MAIN SAN GABRIEL BASIN WATERMASTER

(State Well Number)

SUPERIOR COURT CASE NO. 924128-LOS ANGELES COUNTY

(Recording Number)

(Owner's Designation)

## APPLICATION TO MODIFY EXISTING WATER WELL

**(1) APPLICANT:**  
Name \_\_\_\_\_  
Address \_\_\_\_\_

**(2) LOCATION OF WELL:**  
Well Address: \_\_\_\_\_  
Township, Range, and Section \_\_\_\_\_  
Thomas Brothers Guide (Please indicate year, page number and coordinates.) \_\_\_\_\_  
Assessor's Parcel No. \_\_\_\_\_  
(Please attach copy of a map or sketch showing well location relative to streets or other major landmarks.) \_\_\_\_\_  
**(3) NAME OF WELL DRILLING CONTRACTOR:** \_\_\_\_\_

**(4) TYPE OF WORK (check):**  
Deepening  Modify Perforations  Increase Yield   
Reconditioning  Other

**(5) PROPOSED USE (check):** **(6) DRILLING EQUIPMENT:**  
Municipal  Irrigation  Rotary   
Domestic  Industrial  Cable   
Water Quality Cleanup  Other

**(7A) CASING INSTALLED (existing):**

| From |     | To  | Gage or Well | Gravel Packed:<br>Yes <input type="checkbox"/> No <input type="checkbox"/> | Diameter of Bore |     | Slot Size |  |
|------|-----|-----|--------------|--|------------------|-----|-----------|--|
| ft.  | ft. | ft. |              |  | ft.              | ft. | ft.       |  |
|      |     |     |              |  |                  |     |           |  |

Size of shoe or well ring: \_\_\_\_\_  
Describe joint: \_\_\_\_\_

**(7B) CASING INSTALLED (proposed):**

| From |     | To  | Gage or Well | Gravel Packed:<br>Yes <input type="checkbox"/> No <input type="checkbox"/> | Diameter of Bore |     | Slot Size |  |
|------|-----|-----|--------------|--|------------------|-----|-----------|--|
| ft.  | ft. | ft. |              |  | ft.              | ft. | ft.       |  |
|      |     |     |              |  |                  |     |           |  |

Size of shoe or well ring: \_\_\_\_\_  
Describe joint: \_\_\_\_\_

**(8A) PERFORATIONS OR SCREEN (existing):**  
Type of perforation or size of screen

| From | To | Perf. per row | Rows per ft. | Slot Size |
|------|----|---------------|--------------|-----------|
|      |    |               |              |           |

**(8B) PERFORATIONS OR SCREEN (proposed):**  
Type of perforation or size of screen

| From | To | Perf. per row | Rows per ft. | Slot Size |
|------|----|---------------|--------------|-----------|
|      |    |               |              |           |

**(9A) EXISTING CONSTRUCTION:**  
Was a surface sanitary seal provided? Yes  No   
To what depth? \_\_\_\_\_ ft.  
Were any strata sealed against pollution? Yes  No   
If yes, note depth of strata  
from \_\_\_\_\_ ft. to \_\_\_\_\_ ft.  
Method of sealing \_\_\_\_\_

**(9B) PROPOSED CONSTRUCTION:**  
Will a surface sanitary seal be provided? Yes  No   
To what depth? \_\_\_\_\_ ft.  
Were any strata sealed against pollution? Yes  No   
If yes, note depth of strata  
from \_\_\_\_\_ ft. to \_\_\_\_\_ ft.  
Method of sealing \_\_\_\_\_

**(10) WELL TESTS:**  
Was pump test made? Yes  No  (If yes, attach most recent copy)  
\_\_\_\_\_ gal. min. with \_\_\_\_\_ ft. drawdown after \_\_\_\_\_ hrs.  
Temperature of water \_\_\_\_\_  
Was a chemical analysis made? Yes  No   
Was electric log made of well? Yes  No   
(If yes, attach most recent copy)

**(11) WELL LOG:**  
Total depth \_\_\_\_\_ ft. Depth of completed well \_\_\_\_\_ ft.  
Formation: Describe by color, character, size of material and structure \_\_\_\_\_ ft. to \_\_\_\_\_ ft.  
(Please attach copy of existing well log. If well log is not available, describe well lithology in space provided or on attached page.)

**(12) HISTORIC WELL MODIFICATIONS:**  
(On an attached page, please provide a chronology of all historic well modifications which may have affected well yield or water quality.)

**(13A) EXISTING WELL PUMP DATA:**  
A. Pump Type:  
Electric  Natural Gas  Other   
Diesel  Propane   
B. Pump Performance  
Horsepower \_\_\_\_\_ GPM  
Efficiency \_\_\_\_\_

**(13B) PROPOSED WELL PUMP DATA:**  
A. Pump Type:  
Electric  Natural Gas  Other   
Diesel  Propane   
B. Pump Performance  
Horsepower \_\_\_\_\_ GPM  
Efficiency \_\_\_\_\_

**(14)** Please provide copy of County of Los Angeles permits and State Department of Water Resources Water Well Driller Report and any other permits for modification of an existing well upon completion of modification of well.

**(15)** Please provide Watermaster with copies of all feasibility studies, alternative water supply sources, water quality studies or other reports which validate the Applicant's need to modify this well. Applicant must provide supporting data to show compliance with the requirements of Section 28 with particular reference to Section 28(e) of Watermaster's Rules and Regulations.

I hereby agree to comply with all regulations of the Main San Gabriel Basin Watermaster pertaining to well construction, operation, repair, modification, destruction and inactivation. The Applicant will furnish the Watermaster a complete well log upon completion of well modification.

Submitted for Applicant by: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date Received by Watermaster: \_\_\_\_\_

Watermaster Action:  
Approved  Denied

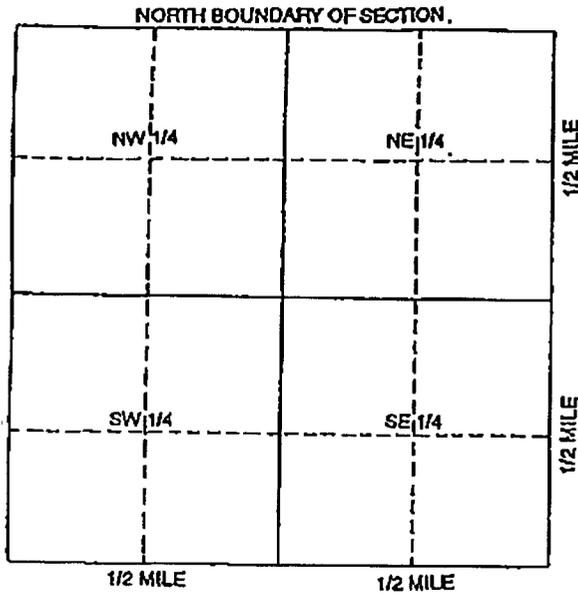
Date of Action: \_\_\_\_\_

Permit Number: \_\_\_\_\_

By: \_\_\_\_\_  
(Name)

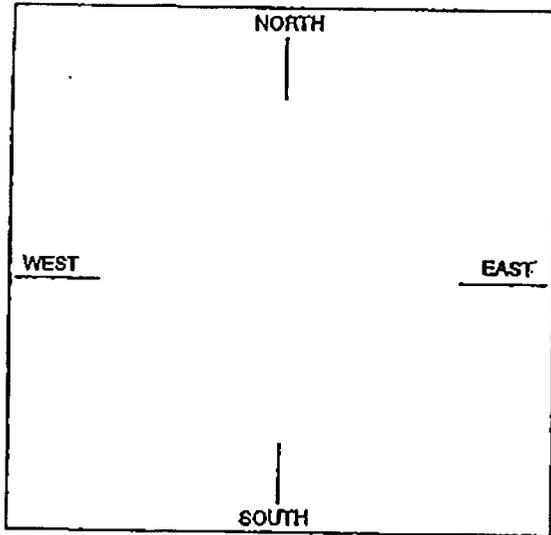
(Title)

# WELL LOCATION SKETCH



Township \_\_\_\_\_ NS  
 Range \_\_\_\_\_ EW  
 Section No. \_\_\_\_\_

A. Location of well in sectioned areas.  
 Sketch roads, railroads, streams, or other features as necessary.



B. Location of well in areas not sectioned.  
 Sketch roads, railroads, streams, or other features as necessary.  
 Indicate distances.

Mailing Address:  
425 East Huntington Drive  
Monrovia, CA 91016

# MAIN SAN GABRIEL BASIN WATERMASTER

\_\_\_\_\_  
(State Well Number)

SUPERIOR COURT CASE NO. 924128-LOS ANGELES COUNTY

\_\_\_\_\_  
(Recordation Number)

\_\_\_\_\_  
(Owner's Designation)

## APPLICATION TO DESTROY WATER WELL

**(1) APPLICANT:**

Name \_\_\_\_\_  
Address \_\_\_\_\_

**(2) LOCATION OF WELL:**

Well Address: \_\_\_\_\_  
Township, Range, and Section \_\_\_\_\_  
Thomas Brothers Guide (Please indicate year, page number and coordinates.) \_\_\_\_\_

Assessor's Parcel No. \_\_\_\_\_

(Please attach copy of a map or sketch showing well location relative to streets or other major landmarks.) \_\_\_\_\_

**(3) NAME OF WELL DRILLING CONTRACTOR:** \_\_\_\_\_

**(4) PURPOSE FOR DESTROYING WELL**

Water Quality  Physical   
Other

**(5) CURRENT USE:**

Municipal  Irrigation   
Domestic  Industrial   
Water Quality Cleanup   
Other

**(6) EXISTING CASING INSTALLED:**

STEEL  PLASTIC  Gravel Packed: Yes  No  Size \_\_\_\_\_  
OTHER

| From ft. | To ft. | Diam. | Gage or Wall | Diameter of Bore | Packed   |        |
|----------|--------|-------|--------------|------------------|----------|--------|
|          |        |       |              |                  | From ft. | To ft. |
|          |        |       |              |                  |          |        |
|          |        |       |              |                  |          |        |

Size of shoe or well ring: \_\_\_\_\_

Describe joint \_\_\_\_\_

**(7) EXISTING PERFORATIONS OR SCREEN:**

Type of perforation or size of screen

| From ft. | To ft. | Perf. per row | Flows per ft. | Slot Size |
|----------|--------|---------------|---------------|-----------|
|          |        |               |               |           |
|          |        |               |               |           |

**(8) CONSTRUCTION:**

Was a surface sanitary seal provided? Yes  No

To what depth? \_\_\_\_\_ ft.

Were any strata sealed against pollution? Yes  No

If yes, note depth of strata

from \_\_\_\_\_ ft. to \_\_\_\_\_ ft.

from \_\_\_\_\_ ft. to \_\_\_\_\_ ft.

Method of sealing \_\_\_\_\_

**(9) WELL LOG: (Please provide a copy of well log.)**

Total depth \_\_\_\_\_ ft. Depth of completed well \_\_\_\_\_ ft.

Formation: Describe by color, character, size of material and structure if well log cannot be provided.

\_\_\_\_\_ ft. to \_\_\_\_\_ ft.

**(10) METHOD OF DESTROYING:** (Please provide an explanation of how the well is to be destroyed including drawings showing the proposed method of destroying. Please provide copy of County of Los Angeles permits and State Department of Water Resources Water Well Drillers reports and any other permits for destruction of well following destruction of the well.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I hereby agree to comply with all regulations of the Main San Gabriel Basin Watermaster pertaining to well construction, operation, repair, modification, destruction and inactivation. The Applicant will notify the Watermaster upon completion of well destruction.

Submitted for Applicant by: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date Received by Watermaster: \_\_\_\_\_

Watermaster Action:

Approved  Denied

Date of Action: \_\_\_\_\_

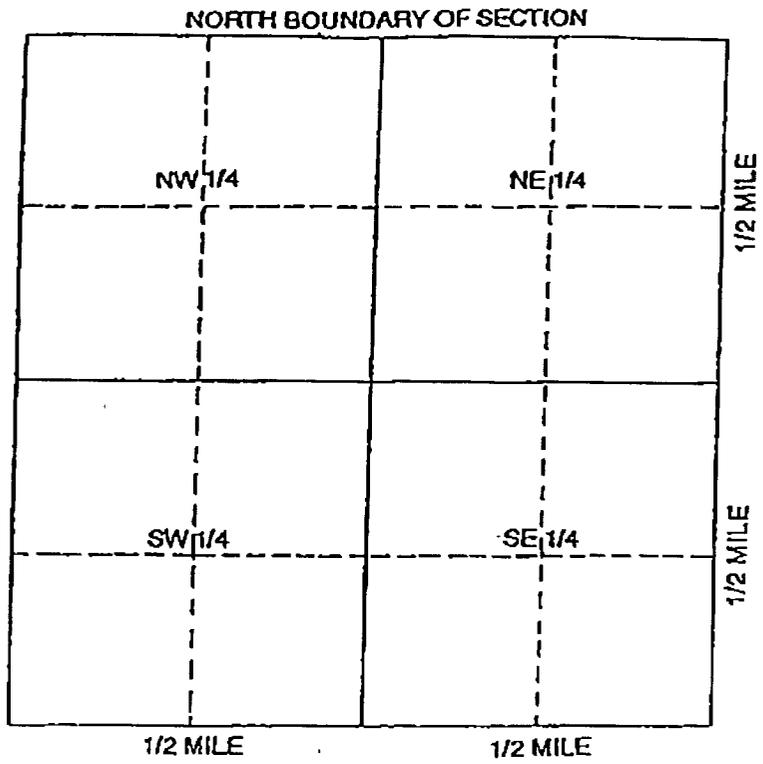
Permit Number: \_\_\_\_\_

By: \_\_\_\_\_

(Name)

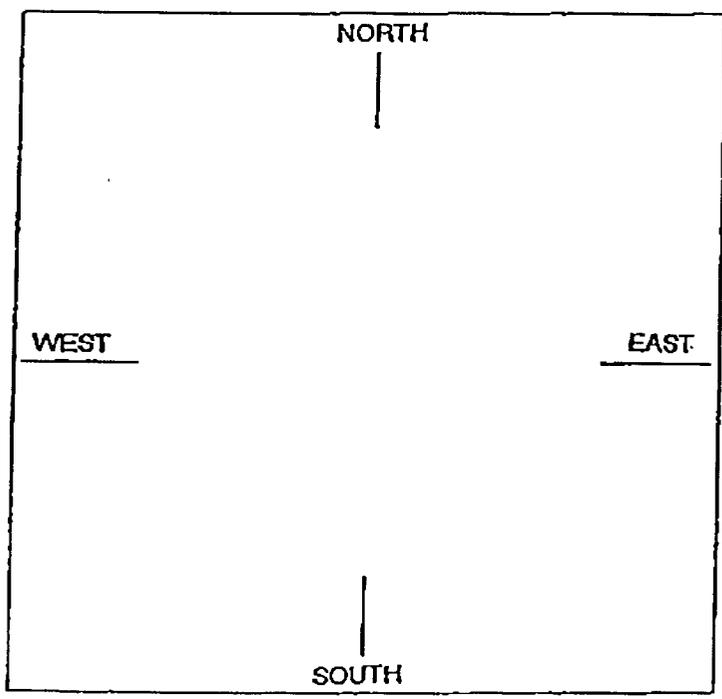
(Title)

# WELL LOCATION SKETCH



Township \_\_\_\_\_ N/S  
 Range \_\_\_\_\_ EW  
 Section No. \_\_\_\_\_

A. Location of well in sectionized areas.  
 Sketch roads, railroads, streams, or other features as necessary.



B. Location of well in areas not sectionized.  
 Sketch roads, railroads, streams, or other features as necessary.  
 Indicate distances.

# MAIN SAN GABRIEL BASIN WATERMASTER

SUPERIOR COURT CASE NO. 024128-LOS ANGELES COUNTY

## APPLICATION FOR WATER TREATMENT FACILITY

(1) APPLICANT:  
Name \_\_\_\_\_  
Address \_\_\_\_\_

(2) LOCATION OF TREATMENT FACILITY:  
Address \_\_\_\_\_

Thomson Brothers Guide (Please indicate year, page number and coordinates.) \_\_\_\_\_

(Please include a map showing the location of the treatment facility relative to streets, buildings, water system facilities and other points of reference.)

(3) (A) NAME OF WATER TREATMENT FACILITY CONTRACTOR: \_\_\_\_\_  
(B) NAME OF DESIGN ENGINEER AND STATE REGISTRATION NUMBER: \_\_\_\_\_

(4) PROPOSED ACTION AT TREATMENT FACILITY  
Construction  Modification  Removal   
Destruction  Other

(5) DESCRIPTION OF FACILITY:  
(A) Type of treatment:  
Volatile Organic Chemical  Nitrate  Other   
(B) Please describe the treatment process to be used at the proposed treatment plant.  
\_\_\_\_\_  
\_\_\_\_\_

(C) Please list, by Owner Designation, all wells to be treated:  
\_\_\_\_\_  
\_\_\_\_\_

(6) ANTICIPATED TREATMENT FACILITY CAPACITY:  
\_\_\_\_\_ Gallons Per Minute  
\_\_\_\_\_ Acre-feet Per Year

(7) EXPECTED CONCENTRATION OF CONTAMINANTS:

| Contaminant                       | Influent Concentration (Parts per Billion) | Effluent Concentration (Parts per Billion) | Contaminant Removal Rate (Percent) |
|-----------------------------------|--|--|------------------------------------|
| Trichloroethylene (TCE)           | _____                                      | _____                                      | _____                              |
| Tetrachloroethylene (PCE)         | _____                                      | _____                                      | _____                              |
| 1,1,1-Trichloroethane (1,1,1-TCA) | _____                                      | _____                                      | _____                              |
| Carbon Tetrachloride (CTC)        | _____                                      | _____                                      | _____                              |
| 1,1-Dichloroethylene (1,1-DCE)    | _____                                      | _____                                      | _____                              |
| 1,1-Dichloroethane (1,1-DCA)      | _____                                      | _____                                      | _____                              |
| 1,2-Dichloroethane (1,2-DCA)      | _____                                      | _____                                      | _____                              |
| Others:                           | _____                                      | _____                                      | _____                              |
| _____                             | _____                                      | _____                                      | _____                              |
| _____                             | _____                                      | _____                                      | _____                              |

(8) DISPOSITION OF ALL TREATED WATER:  
(Please describe disposition of all treated water, and the corresponding annual amount of discharge.)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(9) INITIAL START-UP DATE: \_\_\_\_\_

(10) EXPECTED OPERATING SCHEDULE:  
(A) Daily schedule \_\_\_\_\_  
(B) Number of days each month (Please specify if operating schedule varies month to month) \_\_\_\_\_

(11) EXPECTED COSTS:  
(A) Capital costs: \_\_\_\_\_  
(B) Operation and maintenance: \$ \_\_\_\_\_ /AF.

(12) REGULATORY PERMITS: Please describe all necessary permits and/or all permits for which you have applied or have received from all regulatory agencies with regard to the proposed treatment facility. Please supply to Watermaster copies of all environmental documents required under the California Environmental Quality Act and/or the National Environmental Protection Act.

(13) Applicant acknowledges it will comply with all portions of Section 28 of Watermaster's Rules and Regulations pertaining to quarterly data submitted, for treatment plant operation, to Watermaster. Specifically, at least the following data shall be provided on a quarterly basis:

- Name or other designation of treatment facility;
- Quantity of water treated during quarter;
- Quantity of each contaminant removed;
- Quality of water before treatment, at beginning and end of each quarter;
- Quality of water after treatment, at beginning and end of each quarter; and
- Operation and maintenance costs for each quarter.

(14) Please provide Watermaster with copies of all feasibility studies, alternative water supply sources, water quality studies or other report which validate the Applicant's need to install a water treatment facility. Applicant must provide supporting data to show compliance with the requirements of Section 28 with particular reference to Section 28(h) of Watermaster's Rules and Regulations.

Applicant must provide supporting data to show compliance with the requirements of Section 28 with particular reference to Section 28(h) of Watermaster's Rules and Regulations.

I hereby agree to comply with all regulations of the Main San Gabriel Basin Watermaster pertaining to treatment plant construction, operation, repair, modification, destruction and inactivation.

Submitted For Applicant By: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date Received by Watermaster: \_\_\_\_\_

Watermaster Action:  
Approved  Denied

Date of Action: \_\_\_\_\_

Permit Number: \_\_\_\_\_

By: \_\_\_\_\_  
(Name)

(Title)