

Valley County Water District



2010 Urban Water Management Plan

Volume 2 - Appendices

June 2011

Prepared by



GENERAL CIVIL, MUNICIPAL, WATER AND WASTEWATER ENGINEERING
PLANNING, CONSTRUCTION MANAGEMENT AND SURVEYING

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INTRODUCTION

This volume is intended to accompany Volume 1 of the Valley County Water District 2010 Urban Water Management Plan (UWMP). Its purpose is to provide reference material, indicated as appendices and cited in the UWMP either as mandated by the California Urban Water Management Planning Act or in support thereof.

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Chapter 1. General Declaration and Policy

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

10610.2.

- (a) The Legislature finds and declares all of the following:
- (1) The waters of the state are a limited and renewable resource subject to ever-increasing demands.
 - (2) The conservation and efficient use of urban water supplies are of statewide concern; however, the planning for that use and the implementation of those plans can best be accomplished at the local level.
 - (3) A long-term, reliable supply of water is essential to protect the productivity of California's businesses and economic climate.
 - (4) As part of its long-range planning activities, every urban water supplier should make every effort to ensure the appropriate level of reliability in its water service sufficient to meet the needs of its various categories of customers during normal, dry, and multiple dry water years.
 - (5) Public health issues have been raised over a number of contaminants that have been identified in certain local and imported water supplies.
 - (6) Implementing effective water management strategies, including groundwater storage projects and recycled water projects, may require specific water quality and salinity targets for meeting groundwater basins water quality objectives and promoting beneficial use of recycled water.

- (7) Water quality regulations are becoming an increasingly important factor in water agencies' selection of raw water sources, treatment alternatives, and modifications to existing treatment facilities.
 - (8) Changes in drinking water quality standards may also impact the usefulness of water supplies and may ultimately impact supply reliability.
 - (9) The quality of source supplies can have a significant impact on water management strategies and supply reliability.
- (b) This part is intended to provide assistance to water agencies in carrying out their long-term resource planning responsibilities to ensure adequate water supplies to meet existing and future demands for water.

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

- (a) The management of urban water demands and efficient use of water shall be actively pursued to protect both the people of the state and their water resources.
- (b) The management of urban water demands and efficient use of urban water supplies shall be a guiding criterion in public decisions.
- (c) Urban water suppliers shall be required to develop water management plans to actively pursue the efficient use of available supplies.

Chapter 2. Definitions

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

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

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

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

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

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

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

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

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

Chapter 3. Urban Water Management Plans

Article 1. General Provisions

10620.

- (a) Every urban water supplier shall prepare and adopt an urban water management plan in the manner set forth in Article 3 (commencing with Section 10640).
- (b) Every person that becomes an urban water supplier shall adopt an urban water management plan within one year after it has become an urban water supplier.
- (c) An urban water supplier indirectly providing water shall not include planning elements in its water management plan as provided in Article 2 (commencing with Section 10630) that would be applicable to urban water suppliers or public agencies directly providing water, or to their customers, without the consent of those suppliers or public agencies.
- (d) (1) An urban water supplier may satisfy the requirements of this part by participation in areawide, regional, watershed, or basinwide urban water management planning where those plans will reduce preparation costs and contribute to the achievement of conservation and efficient water use.

- (2) Each urban water supplier shall coordinate the preparation of its plan with other appropriate agencies in the area, including other water suppliers that share a common source, water management agencies, and relevant public agencies, to the extent practicable.
- (e) The urban water supplier may prepare the plan with its own staff, by contract, or in cooperation with other governmental agencies.
- (f) An urban water supplier shall describe in the plan water management tools and options used by that entity that will maximize resources and minimize the need to import water from other regions.

10621.

- (a) Each urban water supplier shall update its plan at least once every five years on or before December 31, in years ending in five and zero.
- (b) Every urban water supplier required to prepare a plan pursuant to this part shall, at least 60 days prior to the public hearing on the plan required by Section 10642, notify any city or county within which the supplier provides water supplies that the urban water supplier will be reviewing the plan and considering amendments or changes to the plan. The urban water supplier may consult with, and obtain comments from, any city or county that receives notice pursuant to this subdivision.
- (c) The amendments to, or changes in, the plan shall be adopted and filed in the manner set forth in Article 3 (commencing with Section 10640).

Article 2. Contents of Plans

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

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

- (a) Describe the service area of the supplier, including current and projected population, climate, and other demographic factors affecting the supplier's water management planning. The projected population estimates shall be based upon data from the state, regional, or local service agency population projections within the service area of the urban water supplier and shall be in five-year increments to 20 years or as far as data is available.
- (b) Identify and quantify, to the extent practicable, the existing and planned sources of water available to the supplier over the same five-year increments described in subdivision (a). If groundwater is identified as an existing or planned source of

water available to the supplier, all of the following information shall be included in the plan:

- (1) A copy of any groundwater management plan adopted by the urban water supplier, including plans adopted pursuant to Part 2.75 (commencing with Section 10750), or any other specific authorization for groundwater management.
 - (2) A description of any groundwater basin or basins from which the urban water supplier pumps groundwater. For those basins for which a court or the board has adjudicated the rights to pump groundwater, a copy of the order or decree adopted by the court or the board and a description of the amount of groundwater the urban water supplier has the legal right to pump under the order or decree. For basins that have not been adjudicated, information as to whether the department has identified the basin or basins as overdrafted or has projected that the basin will become overdrafted if present management conditions continue, in the most current official departmental bulletin that characterizes the condition of the groundwater basin, and a detailed description of the efforts being undertaken by the urban water supplier to eliminate the long-term overdraft condition.
 - (3) A detailed description and analysis of the location, amount, and sufficiency of groundwater pumped by the urban water supplier for the past five years. The description and analysis shall be based on information that is reasonably available, including, but not limited to, historic use records.
 - (4) A detailed description and analysis of the amount and location of groundwater that is projected to be pumped by the urban water supplier. The description and analysis shall be based on information that is reasonably available, including, but not limited to, historic use records.
- (c) (1) Describe the reliability of the water supply and vulnerability to seasonal or climatic shortage, to the extent practicable, and provide data for each of the following:
- (A) An average water year.
 - (B) A single dry water year.
 - (C) Multiple dry water years.
- (2) For any water source that may not be available at a consistent level of use, given specific legal, environmental, water quality, or climatic factors, describe plans to supplement or replace that source with alternative sources or water demand management measures, to the extent practicable.

- (d) Describe the opportunities for exchanges or transfers of water on a short-term or long-term basis.
- (e) (1) Quantify, to the extent records are available, past and current water use, over the same five-year increments described in subdivision (a), and projected water use, identifying the uses among water use sectors, including, but not necessarily limited to, all of the following uses:
 - (A) Single-family residential.
 - (B) Multifamily.
 - (C) Commercial.
 - (D) Industrial.
 - (E) Institutional and governmental.
 - (F) Landscape.
 - (G) Sales to other agencies.
 - (H) Saline water intrusion barriers, groundwater recharge, or conjunctive use, or any combination thereof.
 - (I) Agricultural.
- (2) The water use projections shall be in the same five-year increments described in subdivision (a).
- (f) Provide a description of the supplier's water demand management measures. This description shall include all of the following:
 - (1) A description of each water demand management measure that is currently being implemented, or scheduled for implementation, including the steps necessary to implement any proposed measures, including, but not limited to, all of the following:
 - (A) Water survey programs for single-family residential and multifamily residential customers.
 - (B) Residential plumbing retrofit.
 - (C) System water audits, leak detection, and repair.
 - (D) Metering with commodity rates for all new connections and retrofit of existing connections.

- (E) Large landscape conservation programs and incentives.
 - (F) High-efficiency washing machine rebate programs.
 - (G) Public information programs.
 - (H) School education programs.
 - (I) Conservation programs for commercial, industrial, and institutional accounts.
 - (J) Wholesale agency programs.
 - (K) Conservation pricing.
 - (L) Water conservation coordinator.
 - (M) Water waste prohibition.
 - (N) Residential ultra-low-flush toilet replacement programs.
- (2) A schedule of implementation for all water demand management measures proposed or described in the plan.
 - (3) A description of the methods, if any, that the supplier will use to evaluate the effectiveness of water demand management measures implemented or described under the plan.
 - (4) An estimate, if available, of existing conservation savings on water use within the supplier's service area, and the effect of the savings on the supplier's ability to further reduce demand.
- (g) An evaluation of each water demand management measure listed in paragraph (1) of subdivision (f) that is not currently being implemented or scheduled for implementation. In the course of the evaluation, first consideration shall be given to water demand management measures, or combination of measures, that offer lower incremental costs than expanded or additional water supplies. This evaluation shall do all of the following:
- (1) Take into account economic and noneconomic factors, including environmental, social, health, customer impact, and technological factors.
 - (2) Include a cost-benefit analysis, identifying total benefits and total costs.
 - (3) Include a description of funding available to implement any planned water supply project that would provide water at a higher unit cost.

- (4) Include a description of the water supplier's legal authority to implement the measure and efforts to work with other relevant agencies to ensure the implementation of the measure and to share the cost of implementation.
- (h) Include a description of all water supply projects and water supply programs that may be undertaken by the urban water supplier to meet the total projected water use as established pursuant to subdivision (a) of Section 10635. The urban water supplier shall include a detailed description of expected future projects and programs, other than the demand management programs identified pursuant to paragraph (1) of subdivision (f), that the urban water supplier may implement to increase the amount of the water supply available to the urban water supplier in average, single-dry, and multiple-dry water years. The description shall identify specific projects and include a description of the increase in water supply that is expected to be available from each project. The description shall include an estimate with regard to the implementation timeline for each project or program.
- (i) Describe the opportunities for development of desalinated water, including, but not limited to, ocean water, brackish water, and groundwater, as a long-term supply.
- (j) For purposes of this part, urban water suppliers that are members of the California Urban Water Conservation Council shall be deemed in compliance with the requirements of subdivisions (f) and (g) by complying with all the provisions of the "Memorandum of Understanding Regarding Urban Water Conservation in California," dated December 10, 2008, as it may be amended, and by submitting the annual reports required by Section 6.2 of that memorandum.
- (k) Urban water suppliers that rely upon a wholesale agency for a source of water shall provide the wholesale agency with water use projections from that agency for that source of water in five-year increments to 20 years or as far as data is available. The wholesale agency shall provide information to the urban water supplier for inclusion in the urban water supplier's plan that identifies and quantifies, to the extent practicable, the existing and planned sources of water as required by subdivision (b), available from the wholesale agency to the urban water supplier over the same five-year increments, and during various water-year types in accordance with subdivision (c). An urban water supplier may rely upon water supply information provided by the wholesale agency in fulfilling the plan informational requirements of subdivisions (b) and (c).

10631.1.

- (a) The water use projections required by Section 10631 shall include projected water use for single-family and multifamily residential housing needed for lower income households, as defined in Section 50079.5 of the Health and Safety Code,

as identified in the housing element of any city, county, or city and county in the service area of the supplier.

- (b) It is the intent of the Legislature that the identification of projected water use for single-family and multifamily residential housing for lower income households will assist a supplier in complying with the requirement under Section 65589.7 of the Government Code to grant a priority for the provision of service to housing units affordable to lower income households.

10631.5.

- (a) (1) Beginning January 1, 2009, the terms of, and eligibility for, a water management grant or loan made to an urban water supplier and awarded or administered by the department, state board, or California Bay-Delta Authority or its successor agency shall be conditioned on the implementation of the water demand management measures described in Section 10631, as determined by the department pursuant to subdivision (b).
- (2) For the purposes of this section, water management grants and loans include funding for programs and projects for surface water or groundwater storage, recycling, desalination, water conservation, water supply reliability, and water supply augmentation. This section does not apply to water management projects funded by the federal American Recovery and Reinvestment Act of 2009 (Public Law 111-5).
- (3) Notwithstanding paragraph (1), the department shall determine that an urban water supplier is eligible for a water management grant or loan even though the supplier is not implementing all of the water demand management measures described in Section 10631, if the urban water supplier has submitted to the department for approval a schedule, financing plan, and budget, to be included in the grant or loan agreement, for implementation of the water demand management measures. The supplier may request grant or loan funds to implement the water demand management measures to the extent the request is consistent with the eligibility requirements applicable to the water management funds.
- (4) (A) Notwithstanding paragraph (1), the department shall determine that an urban water supplier is eligible for a water management grant or loan even though the supplier is not implementing all of the water demand management measures described in Section 10631, if an urban water supplier submits to the department for approval documentation demonstrating that a water demand management measure is not locally cost effective. If the department determines that the documentation submitted by the urban water supplier fails to demonstrate that a water demand management measure is not locally cost effective, the

department shall notify the urban water supplier and the agency administering the grant or loan program within 120 days that the documentation does not satisfy the requirements for an exemption, and include in that notification a detailed statement to support the determination.

- (B) For purposes of this paragraph, “not locally cost effective” means that the present value of the local benefits of implementing a water demand management measure is less than the present value of the local costs of implementing that measure.
- (b) (1) The department, in consultation with the state board and the California Bay-Delta Authority or its successor agency, and after soliciting public comment regarding eligibility requirements, shall develop eligibility requirements to implement the requirement of paragraph (1) of subdivision (a). In establishing these eligibility requirements, the department shall do both of the following:
- (A) Consider the conservation measures described in the Memorandum of Understanding Regarding Urban Water Conservation in California, and alternative conservation approaches that provide equal or greater water savings.
 - (B) Recognize the different legal, technical, fiscal, and practical roles and responsibilities of wholesale water suppliers and retail water suppliers.
- (2) (A) For the purposes of this section, the department shall determine whether an urban water supplier is implementing all of the water demand management measures described in Section 10631 based on either, or a combination, of the following:
- (i) Compliance on an individual basis.
 - (ii) Compliance on a regional basis. Regional compliance shall require participation in a regional conservation program consisting of two or more urban water suppliers that achieves the level of conservation or water efficiency savings equivalent to the amount of conservation or savings achieved if each of the participating urban water suppliers implemented the water demand management measures. The urban water supplier administering the regional program shall provide participating urban water suppliers and the department with data to demonstrate that the regional program is consistent with this clause. The department shall review the data to determine whether the urban water suppliers in the regional program are meeting the eligibility requirements.

- (B) The department may require additional information for any determination pursuant to this section.
- (3) The department shall not deny eligibility to an urban water supplier in compliance with the requirements of this section that is participating in a multiagency water project, or an integrated regional water management plan, developed pursuant to Section 75026 of the Public Resources Code, solely on the basis that one or more of the agencies participating in the project or plan is not implementing all of the water demand management measures described in Section 10631.
- (c) In establishing guidelines pursuant to the specific funding authorization for any water management grant or loan program subject to this section, the agency administering the grant or loan program shall include in the guidelines the eligibility requirements developed by the department pursuant to subdivision (b).
- (d) Upon receipt of a water management grant or loan application by an agency administering a grant and loan program subject to this section, the agency shall request an eligibility determination from the department with respect to the requirements of this section. The department shall respond to the request within 60 days of the request.
- (e) The urban water supplier may submit to the department copies of its annual reports and other relevant documents to assist the department in determining whether the urban water supplier is implementing or scheduling the implementation of water demand management activities. In addition, for urban water suppliers that are signatories to the Memorandum of Understanding Regarding Urban Water Conservation in California and submit annual reports to the California Urban Water Conservation Council in accordance with the memorandum, the department may use these reports to assist in tracking the implementation of water demand management measures.
- (f) This section shall remain in effect only until July 1, 2016, and as of that date is repealed, unless a later enacted statute, that is enacted before July 1, 2016, deletes or extends that date.

10631.7. The department, in consultation with the California Urban Water Conservation Council, shall convene an independent technical panel to provide information and recommendations to the department and the Legislature on new demand management measures, technologies, and approaches. The panel shall consist of no more than seven members, who shall be selected by the department to reflect a balanced representation of experts. The panel shall have at least one, but no more than two, representatives from each of the following: retail water suppliers, environmental organizations, the business community, wholesale water suppliers, and academia. The panel shall be convened by January 1, 2009, and shall report to the

Legislature no later than January 1, 2010, and every five years thereafter. The department shall review the panel report and include in the final report to the Legislature the department's recommendations and comments regarding the panel process and the panel's recommendations.

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

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

10633. The plan shall provide, to the extent available, information on recycled water and its potential for use as a water source in the service area of the urban water

supplier. The preparation of the plan shall be coordinated with local water, wastewater, groundwater, and planning agencies that operate within the supplier's service area, and shall include all of the following:

- (a) A description of the wastewater collection and treatment systems in the supplier's service area, including a quantification of the amount of wastewater collected and treated and the methods of wastewater disposal.
- (b) A description of the quantity of treated wastewater that meets recycled water standards, is being discharged, and is otherwise available for use in a recycled water project.
- (c) A description of the recycled water currently being used in the supplier's service area, including, but not limited to, the type, place, and quantity of use.
- (d) A description and quantification of the potential uses of recycled water, including, but not limited to, agricultural irrigation, landscape irrigation, wildlife habitat enhancement, wetlands, industrial reuse, groundwater recharge, indirect potable reuse, and other appropriate uses, and a determination with regard to the technical and economic feasibility of serving those uses.
- (e) The projected use of recycled water within the supplier's service area at the end of 5, 10, 15, and 20 years, and a description of the actual use of recycled water in comparison to uses previously projected pursuant to this subdivision.
- (f) A description of actions, including financial incentives, which may be taken to encourage the use of recycled water, and the projected results of these actions in terms of acre-feet of recycled water used per year.
- (g) A plan for optimizing the use of recycled water in the supplier's service area, including actions to facilitate the installation of dual distribution systems, to promote recirculating uses, to facilitate the increased use of treated wastewater that meets recycled water standards, and to overcome any obstacles to achieving that increased use.

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

Article 2.5. Water Service Reliability

10635.

- (a) Every urban water supplier shall include, as part of its urban water management plan, an assessment of the reliability of its water service to its customers during normal, dry, and multiple dry water years. This water supply and demand

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

- (b) The urban water supplier shall provide that portion of its urban water management plan prepared pursuant to this article to any city or county within which it provides water supplies no later than 60 days after the submission of its urban water management plan.
- (c) Nothing in this article is intended to create a right or entitlement to water service or any specific level of water service.
- (d) Nothing in this article is intended to change existing law concerning an urban water supplier's obligation to provide water service to its existing customers or to any potential future customers.

Article 3. Adoption and Implementation of Plans

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

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

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

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

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

10644.

- (a) An urban water supplier shall submit to the department, the California State Library, and any city or county within which the supplier provides water supplies a copy of its plan no later than 30 days after adoption. Copies of amendments or changes to the plans shall be submitted to the department, the California State Library, and any city or county within which the supplier provides water supplies within 30 days after adoption.
- (b) The department shall prepare and submit to the Legislature, on or before December 31, in the years ending in six and one, a report summarizing the status of the plans adopted pursuant to this part. The report prepared by the department shall identify the exemplary elements of the individual plans. The department shall provide a copy of the report to each urban water supplier that has submitted its plan to the department. The department shall also prepare reports and provide data for any legislative hearings designed to consider the effectiveness of plans submitted pursuant to this part.
- (c)
 - (1) For the purpose of identifying the exemplary elements of the individual plans, the department shall identify in the report those water demand management measures adopted and implemented by specific urban water suppliers, and identified pursuant to Section 10631, that achieve water savings significantly above the levels established by the department to meet the requirements of Section 10631.5.
 - (2) The department shall distribute to the panel convened pursuant to Section 10631.7 the results achieved by the implementation of those water demand management measures described in paragraph (1).
 - (3) The department shall make available to the public the standard the department will use to identify exemplary water demand management measures.

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

Chapter 4. Miscellaneous Provisions

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

- (a) An action or proceeding alleging failure to adopt a plan shall be commenced within 18 months after that adoption is required by this part.
- (b) Any action or proceeding alleging that a plan, or action taken pursuant to the plan, does not comply with this part shall be commenced within 90 days after filing of the plan or amendment thereto pursuant to Section 10644 or the taking of that action.

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

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

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

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

10655. If any provision of this part or the application thereof to any person or circumstances is held invalid, that invalidity shall not affect other provisions or

applications of this part which can be given effect without the invalid provision or application thereof, and to this end the provisions of this part are severable.

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

Section L: California Water Code, Division 6, Part 2.55: Water Conservation

The following sections of California Water Code Division 6, Part 2.55, are available online at <http://www.leginfo.ca.gov/calaw.html>.

Chapter 1. General Declarations and Policy	§10608-10608.8
Chapter 2. Definitions	§10608.12
Chapter 3. Urban Retail Water Suppliers	§10608.16-10608.44

Legislative Counsel's Digest

Senate Bill No. 7

Chapter 4

An act to amend and repeal Section 10631.5 of, to add Part 2.55 (commencing with Section 10608) to Division 6 of, and to repeal and add Part 2.8 (commencing with Section 10800) of Division 6 of, the Water Code, relating to water.

[Approved by Governor November 10, 2009. Filed with Secretary of State November 10, 2009.]

Legislative Counsel's Digest

SB 7, Steinberg. Water conservation.

(1) Existing law requires the Department of Water Resources to convene an independent technical panel to provide information to the department and the Legislature on new demand management measures, technologies, and approaches. "Demand management measures" means those water conservation measures, programs, and incentives that prevent the waste of water and promote the reasonable and efficient use and reuse of available supplies.

This bill would require the state to achieve a 20% reduction in urban per capita water use in California by December 31, 2020. The state would be required to make incremental progress towards this goal by reducing per capita water use by at least 10% on or before December 31, 2015. The bill would require each urban retail water supplier to develop urban water use targets and an interim urban water use target, in accordance with specified requirements. The bill would require agricultural water suppliers to implement efficient water management practices. The bill would require the department, in consultation with other state agencies, to develop a single standardized water use reporting form. The bill, with certain exceptions, would provide that urban retail water suppliers, on and after July 1, 2016, and agricultural water suppliers, on and after July 1, 2013, are not eligible for state water grants or loans unless they comply with the water conservation requirements established by the bill. The bill would repeal, on July 1, 2016, an existing requirement that conditions

eligibility for certain water management grants or loans to an urban water supplier on the implementation of certain water demand management measures.

(2) Existing law, until January 1, 1993, and thereafter only as specified, requires certain agricultural water suppliers to prepare and adopt water management plans.

This bill would revise existing law relating to agricultural water management planning to require agricultural water suppliers to prepare and adopt agricultural water management plans with specified components on or before December 31, 2012, and update those plans on or before December 31, 2015, and on or before December 31 every 5 years thereafter. An agricultural water supplier that becomes an agricultural water supplier after December 31, 2012, would be required to prepare and adopt an agricultural water management plan within one year after becoming an agricultural water supplier. The agricultural water supplier would be required to notify each city or county within which the supplier provides water supplies with regard to the preparation or review of the plan. The bill would require the agricultural water supplier to submit copies of the plan to the department and other specified entities. The bill would provide that an agricultural water supplier is not eligible for state water grants or loans unless the supplier complies with the water management planning requirements established by the bill.

(3) The bill would take effect only if SB 1 and SB 6 of the 2009–10 7th Extraordinary Session of the Legislature are enacted and become effective.

The people of the State of California do enact as follows:

SECTION 1. Part 2.55 (commencing with Section 10608) is added to Division 6 of the Water Code, to read:

Part 2.55. Sustainable Water Use and Demand Reduction

Chapter 1. General Declarations and Policy

10608. The Legislature finds and declares all of the following:

- (a) Water is a public resource that the California Constitution protects against waste and unreasonable use.
- (b) Growing population, climate change, and the need to protect and grow California's economy while protecting and restoring our fish and wildlife habitats make it essential that the state manage its water resources as efficiently as possible.
- (c) Diverse regional water supply portfolios will increase water supply reliability and reduce dependence on the Delta.

- (d) Reduced water use through conservation provides significant energy and environmental benefits, and can help protect water quality, improve streamflows, and reduce greenhouse gas emissions.
- (e) The success of state and local water conservation programs to increase efficiency of water use is best determined on the basis of measurable outcomes related to water use or efficiency.
- (f) Improvements in technology and management practices offer the potential for increasing water efficiency in California over time, providing an essential water management tool to meet the need for water for urban, agricultural, and environmental uses.
- (g) The Governor has called for a 20 percent per capita reduction in urban water use statewide by 2020.
- (h) The factors used to formulate water use efficiency targets can vary significantly from location to location based on factors including weather, patterns of urban and suburban development, and past efforts to enhance water use efficiency.
- (i) Per capita water use is a valid measure of a water provider's efforts to reduce urban water use within its service area. However, per capita water use is less useful for measuring relative water use efficiency between different water providers. Differences in weather, historical patterns of urban and suburban development, and density of housing in a particular location need to be considered when assessing per capita water use as a measure of efficiency.

10608.4. It is the intent of the Legislature, by the enactment of this part, to do all of the following:

- (a) Require all water suppliers to increase the efficiency of use of this essential resource.
- (b) Establish a framework to meet the state targets for urban water conservation identified in this part and called for by the Governor.
- (c) Measure increased efficiency of urban water use on a per capita basis.
- (d) Establish a method or methods for urban retail water suppliers to determine targets for achieving increased water use efficiency by the year 2020, in accordance with the Governor's goal of a 20-percent reduction.
- (e) Establish consistent water use efficiency planning and implementation standards for urban water suppliers and agricultural water suppliers.

- (f) Promote urban water conservation standards that are consistent with the California Urban Water Conservation Council's adopted best management practices and the requirements for demand management in Section 10631.
- (g) Establish standards that recognize and provide credit to water suppliers that made substantial capital investments in urban water conservation since the drought of the early 1990s.
- (h) Recognize and account for the investment of urban retail water suppliers in providing recycled water for beneficial uses.
- (i) Require implementation of specified efficient water management practices for agricultural water suppliers.
- (j) Support the economic productivity of California's agricultural, commercial, and industrial sectors.
- (k) Advance regional water resources management.

10608.8.

- (a) (1) Water use efficiency measures adopted and implemented pursuant to this part or Part 2.8 (commencing with Section 10800) are water conservation measures subject to the protections provided under Section 1011.
 - (2) Because an urban agency is not required to meet its urban water use target until 2020 pursuant to subdivision (b) of Section 10608.24, an urban retail water supplier's failure to meet those targets shall not establish a violation of law for purposes of any state administrative or judicial proceeding prior to January 1, 2021. Nothing in this paragraph limits the use of data reported to the department or the board in litigation or an administrative proceeding. This paragraph shall become inoperative on January 1, 2021.
 - (3) To the extent feasible, the department and the board shall provide for the use of water conservation reports required under this part to meet the requirements of Section 1011 for water conservation reporting.
- (b) This part does not limit or otherwise affect the application of Chapter 3.5 (commencing with Section 11340), Chapter 4 (commencing with Section 11370), Chapter 4.5 (commencing with Section 11400), and Chapter 5 (commencing with Section 11500) of Part 1 of Division 3 of Title 2 of the Government Code.
 - (c) This part does not require a reduction in the total water used in the agricultural or urban sectors, because other factors, including, but not limited to, changes in agricultural economics or population growth may have greater effects on water

use. This part does not limit the economic productivity of California's agricultural, commercial, or industrial sectors.

- (d) The requirements of this part do not apply to an agricultural water supplier that is a party to the Quantification Settlement Agreement, as defined in subdivision (a) of Section 1 of Chapter 617 of the Statutes of 2002, during the period within which the Quantification Settlement Agreement remains in effect. After the expiration of the Quantification Settlement Agreement, to the extent conservation water projects implemented as part of the Quantification Settlement Agreement remain in effect, the conserved water created as part of those projects shall be credited against the obligations of the agricultural water supplier pursuant to this part.

Chapter 2. Definitions

10608.12. Unless the context otherwise requires, the following definitions govern the construction of this part:

- (a) “Agricultural water supplier” means a water supplier, either publicly or privately owned, providing water to 10,000 or more irrigated acres, excluding recycled water. “Agricultural water supplier” includes a supplier or contractor for water, regardless of the basis of right, that distributes or sells water for ultimate resale to customers. “Agricultural water supplier” does not include the department.
- (b) “Base daily per capita water use” means any of the following:
 - (1) The urban retail water supplier's estimate of its average gross water use, reported in gallons per capita per day and calculated over a continuous 10-year period ending no earlier than December 31, 2004, and no later than December 31, 2010.
 - (2) For an urban retail water supplier that meets at least 10 percent of its 2008 measured retail water demand through recycled water that is delivered within the service area of an urban retail water supplier or its urban wholesale water supplier, the urban retail water supplier may extend the calculation described in paragraph (1) up to an additional five years to a maximum of a continuous 15-year period ending no earlier than December 31, 2004, and no later than December 31, 2010.
 - (3) For the purposes of Section 10608.22, the urban retail water supplier's estimate of its average gross water use, reported in gallons per capita per day and calculated over a continuous five-year period ending no earlier than December 31, 2007, and no later than December 31, 2010.

- (c) “Baseline commercial, industrial, and institutional water use” means an urban retail water supplier's base daily per capita water use for commercial, industrial, and institutional users.
- (d) “Commercial water user” means a water user that provides or distributes a product or service.
- (e) “Compliance daily per capita water use” means the gross water use during the final year of the reporting period, reported in gallons per capita per day.
- (f) “Disadvantaged community” means a community with an annual median household income that is less than 80 percent of the statewide annual median household income.
- (g) “Gross water use” means the total volume of water, whether treated or untreated, entering the distribution system of an urban retail water supplier, excluding all of the following:
 - (1) Recycled water that is delivered within the service area of an urban retail water supplier or its urban wholesale water supplier.
 - (2) The net volume of water that the urban retail water supplier places into long-term storage.
 - (3) The volume of water the urban retail water supplier conveys for use by another urban water supplier.
 - (4) The volume of water delivered for agricultural use, except as otherwise provided in subdivision (f) of Section 10608.24.
- (h) “Industrial water user” means a water user that is primarily a manufacturer or processor of materials as defined by the North American Industry Classification System code sectors 31 to 33, inclusive, or an entity that is a water user primarily engaged in research and development.
- (i) “Institutional water user” means a water user dedicated to public service. This type of user includes, among other users, higher education institutions, schools, courts, churches, hospitals, government facilities, and nonprofit research institutions.
- (j) “Interim urban water use target” means the midpoint between the urban retail water supplier's base daily per capita water use and the urban retail water supplier's urban water use target for 2020.

- (k) “Locally cost effective” means that the present value of the local benefits of implementing an agricultural efficiency water management practice is greater than or equal to the present value of the local cost of implementing that measure.
- (l) “Process water” means water used for producing a product or product content or water used for research and development, including, but not limited to, continuous manufacturing processes, water used for testing and maintaining equipment used in producing a product or product content, and water used in combined heat and power facilities used in producing a product or product content. Process water does not mean incidental water uses not related to the production of a product or product content, including, but not limited to, water used for restrooms, landscaping, air conditioning, heating, kitchens, and laundry.
- (m) “Recycled water” means recycled water, as defined in subdivision (n) of Section 13050, that is used to offset potable demand, including recycled water supplied for direct use and indirect potable reuse, that meets the following requirements, where applicable:
 - (1) For groundwater recharge, including recharge through spreading basins, water supplies that are all of the following:
 - (A) Metered.
 - (B) Developed through planned investment by the urban water supplier or a wastewater treatment agency.
 - (C) Treated to a minimum tertiary level.
 - (D) Delivered within the service area of an urban retail water supplier or its urban wholesale water supplier that helps an urban retail water supplier meet its urban water use target.
 - (2) For reservoir augmentation, water supplies that meet the criteria of paragraph (1) and are conveyed through a distribution system constructed specifically for recycled water.
- (n) “Regional water resources management” means sources of supply resulting from watershed-based planning for sustainable local water reliability or any of the following alternative sources of water:
 - (1) The capture and reuse of stormwater or rainwater.
 - (2) The use of recycled water.
 - (3) The desalination of brackish groundwater.

- (4) The conjunctive use of surface water and groundwater in a manner that is consistent with the safe yield of the groundwater basin.
- (o) “Reporting period” means the years for which an urban retail water supplier reports compliance with the urban water use targets.
- (p) “Urban retail water supplier” means a water supplier, either publicly or privately owned, that directly provides potable municipal water to more than 3,000 end users or that supplies more than 3,000 acre-feet of potable water annually at retail for municipal purposes.
- (q) “Urban water use target” means the urban retail water supplier’s targeted future daily per capita water use.
- (r) “Urban wholesale water supplier,” means a water supplier, either publicly or privately owned, that provides more than 3,000 acre-feet of water annually at wholesale for potable municipal purposes.

Chapter 3. Urban Retail Water Suppliers

10608.16.

- (a) The state shall achieve a 20-percent reduction in urban per capita water use in California on or before December 31, 2020.
- (b) The state shall make incremental progress towards the state target specified in subdivision (a) by reducing urban per capita water use by at least 10 percent on or before December 31, 2015.

10608.20.

- (a) (1) Each urban retail water supplier shall develop urban water use targets and an interim urban water use target by July 1, 2011. Urban retail water suppliers may elect to determine and report progress toward achieving these targets on an individual or regional basis, as provided in subdivision (a) of Section 10608.28, and may determine the targets on a fiscal year or calendar year basis.
- (2) It is the intent of the Legislature that the urban water use targets described in subdivision (a) cumulatively result in a 20-percent reduction from the baseline daily per capita water use by December 31, 2020.
- (b) An urban retail water supplier shall adopt one of the following methods for determining its urban water use target pursuant to subdivision (a):
 - (1) Eighty percent of the urban retail water supplier's baseline per capita daily water use.

- (2) The per capita daily water use that is estimated using the sum of the following performance standards:
 - (A) For indoor residential water use, 55 gallons per capita daily water use as a provisional standard. Upon completion of the department's 2016 report to the Legislature pursuant to Section 10608.42, this standard may be adjusted by the Legislature by statute.
 - (B) For landscape irrigated through dedicated or residential meters or connections, water efficiency equivalent to the standards of the Model Water Efficient Landscape Ordinance set forth in Chapter 2.7 (commencing with Section 490) of Division 2 of Title 23 of the California Code of Regulations, as in effect the later of the year of the landscape's installation or 1992. An urban retail water supplier using the approach specified in this subparagraph shall use satellite imagery, site visits, or other best available technology to develop an accurate estimate of landscaped areas.
 - (C) For commercial, industrial, and institutional uses, a 10-percent reduction in water use from the baseline commercial, industrial, and institutional water use by 2020.
- (3) Ninety-five percent of the applicable state hydrologic region target, as set forth in the state's draft 20x2020 Water Conservation Plan (dated April 30, 2009). If the service area of an urban water supplier includes more than one hydrologic region, the supplier shall apportion its service area to each region based on population or area.
- (4) A method that shall be identified and developed by the department, through a public process, and reported to the Legislature no later than December 31, 2010. The method developed by the department shall identify per capita targets that cumulatively result in a statewide 20-percent reduction in urban daily per capita water use by December 31, 2020. In developing urban daily per capita water use targets, the department shall do all of the following:
 - (A) Consider climatic differences within the state.
 - (B) Consider population density differences within the state.
 - (C) Provide flexibility to communities and regions in meeting the targets.
 - (D) Consider different levels of per capita water use according to plant water needs in different regions.
 - (E) Consider different levels of commercial, industrial, and institutional water use in different regions of the state.

- (F) Avoid placing an undue hardship on communities that have implemented conservation measures or taken actions to keep per capita water use low.
- (c) If the department adopts a regulation pursuant to paragraph (4) of subdivision (b) that results in a requirement that an urban retail water supplier achieve a reduction in daily per capita water use that is greater than 20 percent by December 31, 2020, an urban retail water supplier that adopted the method described in paragraph (4) of subdivision (b) may limit its urban water use target to a reduction of not more than 20 percent by December 31, 2020, by adopting the method described in paragraph (1) of subdivision (b).
- (d) The department shall update the method described in paragraph (4) of subdivision (b) and report to the Legislature by December 31, 2014. An urban retail water supplier that adopted the method described in paragraph (4) of subdivision (b) may adopt a new urban daily per capita water use target pursuant to this updated method.
- (e) An urban retail water supplier shall include in its urban water management plan required pursuant to Part 2.6 (commencing with Section 10610) due in 2010 the baseline daily per capita water use, urban water use target, interim urban water use target, and compliance daily per capita water use, along with the bases for determining those estimates, including references to supporting data.
- (f) When calculating per capita values for the purposes of this chapter, an urban retail water supplier shall determine population using federal, state, and local population reports and projections.
- (g) An urban retail water supplier may update its 2020 urban water use target in its 2015 urban water management plan required pursuant to Part 2.6 (commencing with Section 10610).
- (h) (1) The department, through a public process and in consultation with the California Urban Water Conservation Council, shall develop technical methodologies and criteria for the consistent implementation of this part, including, but not limited to, both of the following:
- (A) Methodologies for calculating base daily per capita water use, baseline commercial, industrial, and institutional water use, compliance daily per capita water use, gross water use, service area population, indoor residential water use, and landscaped area water use.
- (B) Criteria for adjustments pursuant to subdivisions (d) and (e) of Section 10608.24.
- (2) The department shall post the methodologies and criteria developed pursuant to this subdivision on its Internet Web site, and make written copies

available, by October 1, 2010. An urban retail water supplier shall use the methods developed by the department in compliance with this part.

- (i) (1) The department shall adopt regulations for implementation of the provisions relating to process water in accordance with subdivision (l) of Section 10608.12, subdivision (e) of Section 10608.24, and subdivision (d) of Section 10608.26.
- (2) The initial adoption of a regulation authorized by this subdivision is deemed to address an emergency, for purposes of Sections 11346.1 and 11349.6 of the Government Code, and the department is hereby exempted for that purpose from the requirements of subdivision (b) of Section 11346.1 of the Government Code. After the initial adoption of an emergency regulation pursuant to this subdivision, the department shall not request approval from the Office of Administrative Law to readopt the regulation as an emergency regulation pursuant to Section 11346.1 of the Government Code.
- (j) An urban retail water supplier shall be granted an extension to July 1, 2011, for adoption of an urban water management plan pursuant to Part 2.6 (commencing with Section 10610) due in 2010 to allow use of technical methodologies developed by the department pursuant to paragraph (4) of subdivision (b) and subdivision (h). An urban retail water supplier that adopts an urban water management plan due in 2010 that does not use the methodologies developed by the department pursuant to subdivision (h) shall amend the plan by July 1, 2011, to comply with this part.

10608.22. Notwithstanding the method adopted by an urban retail water supplier pursuant to Section 10608.20, an urban retail water supplier's per capita daily water use reduction shall be no less than 5 percent of base daily per capita water use as defined in paragraph (3) of subdivision (b) of Section 10608.12. This section does not apply to an urban retail water supplier with a base daily per capita water use at or below 100 gallons per capita per day.

10608.24.

- (a) Each urban retail water supplier shall meet its interim urban water use target by December 31, 2015.
- (b) Each urban retail water supplier shall meet its urban water use target by December 31, 2020.
- (c) An urban retail water supplier's compliance daily per capita water use shall be the measure of progress toward achievement of its urban water use target.
- (d) (1) When determining compliance daily per capita water use, an urban retail water supplier may consider the following factors:

- (A) Differences in evapotranspiration and rainfall in the baseline period compared to the compliance reporting period.
 - (B) Substantial changes to commercial or industrial water use resulting from increased business output and economic development that have occurred during the reporting period.
 - (C) Substantial changes to institutional water use resulting from fire suppression services or other extraordinary events, or from new or expanded operations, that have occurred during the reporting period.
- (2) If the urban retail water supplier elects to adjust its estimate of compliance daily per capita water use due to one or more of the factors described in paragraph (1), it shall provide the basis for, and data supporting, the adjustment in the report required by Section 10608.40.
- (e) When developing the urban water use target pursuant to Section 10608.20, an urban retail water supplier that has a substantial percentage of industrial water use in its service area, may exclude process water from the calculation of gross water use to avoid a disproportionate burden on another customer sector.
- (f) (1) An urban retail water supplier that includes agricultural water use in an urban water management plan pursuant to Part 2.6 (commencing with Section 10610) may include the agricultural water use in determining gross water use. An urban retail water supplier that includes agricultural water use in determining gross water use and develops its urban water use target pursuant to paragraph (2) of subdivision (b) of Section 10608.20 shall use a water efficient standard for agricultural irrigation of 100 percent of reference evapotranspiration multiplied by the crop coefficient for irrigated acres.
- (2) An urban retail water supplier, that is also an agricultural water supplier, is not subject to the requirements of Chapter 4 (commencing with Section 10608.48), if the agricultural water use is incorporated into its urban water use target pursuant to paragraph (1).

10608.26.

- (a) In complying with this part, an urban retail water supplier shall conduct at least one public hearing to accomplish all of the following:
- (1) Allow community input regarding the urban retail water supplier's implementation plan for complying with this part.
 - (2) Consider the economic impacts of the urban retail water supplier's implementation plan for complying with this part.

- (3) Adopt a method, pursuant to subdivision (b) of Section 10608.20, for determining its urban water use target.
- (b) In complying with this part, an urban retail water supplier may meet its urban water use target through efficiency improvements in any combination among its customer sectors. An urban retail water supplier shall avoid placing a disproportionate burden on any customer sector.
- (c) For an urban retail water supplier that supplies water to a United States Department of Defense military installation, the urban retail water supplier's implementation plan for complying with this part shall consider the United States Department of Defense military installation's requirements under federal Executive Order 13423.
- (d)
 - (1) Any ordinance or resolution adopted by an urban retail water supplier after the effective date of this section shall not require existing customers as of the effective date of this section, to undertake changes in product formulation, operations, or equipment that would reduce process water use, but may provide technical assistance and financial incentives to those customers to implement efficiency measures for process water. This section shall not limit an ordinance or resolution adopted pursuant to a declaration of drought emergency by an urban retail water supplier.
 - (2) This part shall not be construed or enforced so as to interfere with the requirements of Chapter 4 (commencing with Section 113980) to Chapter 13 (commencing with Section 114380), inclusive, of Part 7 of Division 104 of the Health and Safety Code, or any requirement or standard for the protection of public health, public safety, or worker safety established by federal, state, or local government or recommended by recognized standard setting organizations or trade associations.

10608.28.

- (a) An urban retail water supplier may meet its urban water use target within its retail service area, or through mutual agreement, by any of the following:
 - (1) Through an urban wholesale water supplier.
 - (2) Through a regional agency authorized to plan and implement water conservation, including, but not limited to, an agency established under the Bay Area Water Supply and Conservation Agency Act (Division 31 (commencing with Section 81300)).
 - (3) Through a regional water management group as defined in Section 10537.
 - (4) By an integrated regional water management funding area.

- (5) By hydrologic region.
 - (6) Through other appropriate geographic scales for which computation methods have been developed by the department.
- (b) A regional water management group, with the written consent of its member agencies, may undertake any or all planning, reporting, and implementation functions under this chapter for the member agencies that consent to those activities. Any data or reports shall provide information both for the regional water management group and separately for each consenting urban retail water supplier and urban wholesale water supplier.

10608.32. All costs incurred pursuant to this part by a water utility regulated by the Public Utilities Commission may be recoverable in rates subject to review and approval by the Public Utilities Commission, and may be recorded in a memorandum account and reviewed for reasonableness by the Public Utilities Commission.

10608.36. Urban wholesale water suppliers shall include in the urban water management plans required pursuant to Part 2.6 (commencing with Section 10610) an assessment of their present and proposed future measures, programs, and policies to help achieve the water use reductions required by this part.

10608.40. Urban water retail suppliers shall report to the department on their progress in meeting their urban water use targets as part of their urban water management plans submitted pursuant to Section 10631. The data shall be reported using a standardized form developed pursuant to Section 10608.52.

10608.42. The department shall review the 2015 urban water management plans and report to the Legislature by December 31, 2016, on progress towards achieving a 20-percent reduction in urban water use by December 31, 2020. The report shall include recommendations on changes to water efficiency standards or urban water use targets in order to achieve the 20-percent reduction and to reflect updated efficiency information and technology changes.

10608.43. The department, in conjunction with the California Urban Water Conservation Council, by April 1, 2010, shall convene a representative task force consisting of academic experts, urban retail water suppliers, environmental organizations, commercial water users, industrial water users, and institutional water users to develop alternative best management practices for commercial, industrial, and institutional users and an assessment of the potential statewide water use efficiency improvement in the commercial, industrial, and institutional sectors that would result from implementation of these best management practices. The taskforce, in conjunction with the department, shall submit a report to the Legislature by April 1, 2012, that shall include a review of multiple sectors within commercial, industrial, and institutional users and that shall recommend water use efficiency standards for



Appendix B

Resolution of Adoption

RESOLUTION NO. 06-11-705

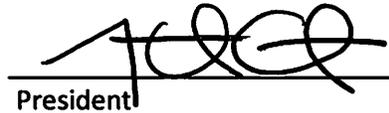
**A RESOLUTION OF THE BOARD OF DIRECTORS OF
VALLEY COUNTY WATER DISTRICT ADOPTING AN
URBAN WATER MANAGEMENT PLAN DATED JUNE 2011
AND REPEALING RESOLUTION 05-06-606**

WHEREAS, a hearing was duly and regularly conducted by the Valley County Water District on June 13, 2011, concerning the preparation and adoption of an Urban Water Management Plan for the District.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Valley County Water District that the Urban Water Management Plan dated June 2011 attached hereto, and hereby incorporated by this reference as Exhibit "A", be and the same is, hereby approved and adopted

PASSED, APPROVED, AND ADOPTED, by the Board of Directors of Valley County Water District of Los Angeles County, State of California this 13th day of June 2011.


Secretary


President

(SEAL)



Appendix C

Main San Gabriel Basin Judgment

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

**Upper San Gabriel Valley
Municipal Water District,
Plaintiff,
vs.
City of Alhambra, et al,
Defendants**

Case No.: 924128

AMENDED JUDGMENT

(And Exhibits Thereto)

Honorable Florence T. Pickard
Assigned Judge Presiding

Original Judgment
Signed and Filed: December 29, 1972
Entered: January 4, 1973
Book 6791, Page 197

**JUDGMENT AS AMENDED AUGUST 24, 1989
(Including Amendments through February 24, 1992)**

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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF LOS ANGELES
10

11 Upper San Gabriel Valley
12 Municipal Water District,

13 Plaintiff,

14 vs.

15 City of Alhambra, et al,

16 Defendants
17
18
19
20
21
22

Case No.: 924128

AMENDED JUDGMENT

(And Exhibits Thereto)

23 HONORABLE FLORENCE T. PICKARD

24 Assigned Judge Presiding

25 DEPARTMENT 38

26 August 24, 1989

27 (This version includes subsequent Amendments through February 24, 1992
28 and updated Appendices through November 2000.)

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- 3 **"A"** – Map entitled, "San Gabriel River Watershed Tributary to Whittier Narrows"
- 4 **"B"** – Boundaries of Relevant Watershed
- 5 **"C"** – Table Showing Base Annual Diversion Rights of Certain Diverters
- 6 **"D"** – Table Showing Prescriptive Pumping Rights and Pumper's Share of Each
- 7 Pumper
- 8 **"E"** – Table Showing Production Rights of Each Integrated Producer
- 9 **"F"** – Table Showing Special Category Rights
- 10 **"G"** – Table Showing Non-consumptive Users
- 11 **"H"** – Watermaster Operating Criteria
- 12 **"J"** – Puente Narrows Agreement
- 13 **"K"** – Overlying Rights
- 14 (Exhibit "K" Includes - Nature of Overlying Right, Description of Overlying
- 15 Lands To Which Overlying Rights Are Appurtenant, Producers Entitled To
- 16 Exercise Overlying Rights and Their Respective Consumptive Use Portions,
- and Map of Overlying Lands.)
- 17 **"L"** – List of Producers and Other Parties and Their Designees (November 2000)
- 18 (New)
- 19 **"M"** – Watermaster Members, Officers, and Staff, Including Calendar Year 2000
- (New)
- 20
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8 SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

9 Upper San Gabriel Valley
10 Municipal Water District,
11 Plaintiff,

12 vs.

13 City of Alhambra, et al,
14 Defendant
15

Case No.: 924128

AMENDED JUDGMENT

Hearing: August 24, 1989
Department 38, 9:00 A.M.

16
17 The Petition of the MAIN SAN GABRIEL BASIN WATERMASTER for this
18 AMENDED JUDGMENT herein, came on regularly for hearing in this Court before the
19 HONORABLE FLORENCE T. PICKARD, ASSIGNED JUDGE PRESIDING, on August
20 24, 1989; Ralph B. Helm appeared as attorney for Watermaster - Petitioner, and good cause
21 appearing, the following **ORDER** and **AMENDED JUDGMENT** are, hereby, made:

22 **I. INTRODUCTION**

23 1. Pleadings, Parties, and Jurisdiction. The complaint herein was filed on January 2,
24 1968, seeking an adjudication of water rights. By amendment of said complaint and dismissals
25 of certain parties, said adjudication was limited to the Main San Gabriel Basin and its Relevant
26 Watershed. Substantially all defendants and the cross-defendant have appeared herein, certain
27 defaults have been entered, and other defendants dismissed. By the pleadings herein and by
28 Order of this Court, the issues have been made those of a full inter se adjudication of water

1 rights as between each and all of the parties. This Court has jurisdiction of the subject matter of
2 this action and of the parties herein.

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

6 3. Lis Pendens. (New) A Lis Pendens was recorded August 20, 1970, as Document
7 2650, in Official Records of Los Angeles County, California, in Book M 3554, Page 866.

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

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

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

18 7. Amendments of Judgment. (New) The original Judgment herein was previously
19 amended on March 29 1979, by: (1) adding definition (r [1]) thereto, (2) amending definition
20 (bb) therein, (3) adding Exhibit "K" thereto, (4) adding Sections 14.5 and 16.5 thereto, and (5)
21 amending Sections 37(b), 37(c), 37(d), and Section 47 therein; it was again amended on
22 December 21, 1979, by amending Section 38(c) thereof; again amended on February 21, 1980,
23 by amending Section 24 thereof; again amended on September 12, 1980, by amending Sections
24 35(a), 37(a), and 38(a); again amended on December 22, 1987, by adding Section 37(e) thereto;
25 amended again on July 22, 1988 by amending Section 37(e) thereof and Ordering an Amended
26 Judgment herein; again amended on January 29, 1991, by amending Sections 10(j), 40, and by
27 adding Sections 40(a), 40(b), 40(c), 40(d), 40(e) and 40(f); again amended on April 2, 1991, by
28 amending Sections 10(ff), 10(jj), and 34(h); and last amended on February 24, 1992, by

1 amending Section 40(b).

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

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

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

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

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

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

15 (d) Diverter – Any party who Diverts.

16 (e) Elevation – Feet above mean sea level.

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

18 (g) Ground Water – Water beneath the surface of the ground and within the zone
19 of saturation.

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

22 (i) Integrated Producer – Any party that is both a Pumper and a Diverter, and
23 has elected to have its rights adjudicated under the optional formula provided in Section
24 18 of this Judgment.

25 (j) In-Lieu Water Cost – The differential between a particular Producer's cost of
26 Watermaster directed produced, treated, blended, substituted, or Supplemental Water
27 delivered or substituted to, for, or taken by, such Producer in-lieu of his cost of otherwise
28 normally Producing a like amount of Ground Water from the Basin. (Amended 1/29/91)

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

4 (l) Long Beach Case – Los Angeles Superior Court Civil Action No. 722647,
5 entitled, “Long Beach, et al., v. San Gabriel Valley Water Company, et al.”

6 (m) Main San Gabriel Basin or Basin – The Ground Water Basin underlying the
7 area shown as such on Exhibit “A”.

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

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

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

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

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

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

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

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

6 (v) Produce or Producing – (Prior Judgment Section 4(u)) To Pump or Divert
7 Water.

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

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

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

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

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

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

20 (cc) Replacement Water – (Prior Judgment Section 4(bb)) Water purchased by
21 Watermaster to replace: (1) Production in excess of a Pumper's Share of Operating Safe
22 Yield; (2) The consumptive use portion resulting from the exercise of an Overlying
23 Right; and (3) Production in excess of a Diverter's right to Divert for Direct Use.

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

28 (1) Upper District – Upper San Gabriel Valley Municipal Water District,

1 a member public agency of the Metropolitan Water District of Southern
2 California (MWD).

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

5 (3) Three Valleys District – Three Valleys Municipal Water District,
6 formerly, “Pomona Valley Municipal Water District”, a member public agency of
7 MWD.

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

10 (ff) Supplemental Water – (Prior Judgment Section 4(ee)) Nontributary water
11 imported through a Responsible Agency and reclaimed water. (Amended 4/2/91)

12 (gg) Transporting Parties – (Prior Judgment Section 4(ff)) Any party presently
13 transporting water (i.e., during the 12 months immediately preceding the making of the
14 findings herein) from the Relevant Watershed or Basin to an area outside thereof, and
15 any party presently or hereafter having an interest in lands or having a service area
16 outside the Basin or Relevant Watershed contiguous to lands in which it has an interest
17 or a service area within the Basin or Relevant Watershed. Division by a road, highway,
18 or easement shall not interrupt contiguity. Said term shall also include the City of Sierra
19 Madre, or any party supplying water thereto, so long as the corporate limits of said City
20 are included within one of the Responsible Agencies and if said City, in order to supply
21 water to its corporate area from the Basin, becomes a party to this action bound by this
22 Judgment.

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

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

28 (jj) Reclaimed Water – Water which, as a result of treatment of waste, is suitable

1 for a direct beneficial use or a controlled use that would not otherwise occur. (Amended
2 4/2/91)

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

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

8 Exhibit "B" – Boundaries of Relevant Watershed.

9 Exhibit "C" – Table Showing Base Annual Diversion Rights of Certain Diverters.

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

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

13 Exhibit "F" – Table Showing Special Category Rights.

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

15 Exhibit "H" – Watermaster Operating Criteria.

16 Exhibit "J" – Puente Narrows Agreement.

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

21 Exhibit "L" – (New) List of Producers And Their Designees, as of November
22 2000.

23 Exhibit "M" – (New) Watermaster Members, Officers and Staff, Including
24 Calendar Year 2000.

25 **II. DECREE**

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

28 **A. DECLARATION OF HYDROLOGIC CONDITIONS**

1 capacity of the Basin are owned by Pumpers in undivided Pumpers' Shares as hereinafter
2 individually declared, subject to the control of Watermaster, pursuant to the Physical
3 Solution herein decreed. Nothing herein shall be deemed in derogation of the rights to
4 spread water pursuant to rights set forth in Exhibit "G".

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

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

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

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

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

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

1 water, regardless of the actual method of Production.

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

5 20. Non-consumptive Practices. (Prior Judgment Section 14) Certain Producers
6 have engaged in Water Diversion and spreading practices which have caused such Diversions to
7 have a non-consumptive or beneficial impact upon the aggregate water supply available in the
8 Basin. Said parties, and a statement of the nature of their rights, uses and practices, are set forth
9 in Exhibit "G". The Physical Solution decreed herein, and particularly its provisions for
10 Assessments, shall not apply to such non-consumptive uses. Watermaster may require reports
11 on the operations of said parties.

12 21. Overlying Rights. (Prior Judgment Section 14.5) Producers listed in Exhibit "K"
13 hereto were not parties herein at the time of the original entry of Judgment herein. They have
14 exercised in good faith Overlying Rights to Produce water from the Basin during the periods
15 subsequent to the entry of Judgment herein and have by self-help initiated or maintained
16 appurtenant Overlying Rights. Such rights are exercisable without quantitative limit only on
17 specifically described Overlying Land and cannot be separately conveyed or transferred apart
18 therefrom. As to such rights and their exercise, the owners thereof shall become parties to this
19 action and be subject to Watermaster Replacement Water assessments under Section 45(b)
20 hereof, sufficient to purchase Replenishment Water to offset the net consumptive use of such
21 Production and practices. In addition, the gross amount of such Production for such overlying
22 use shall be subject to Watermaster Administration Assessments under Section 45(a) hereof and
23 the consumptive use portion of such Production for overlying use shall be subject to
24 Watermaster's In-Lieu Water Cost Assessments under Section 45(d) hereof. The Producers
25 presently entitled to exercise Overlying Rights, a description of the Overlying Land to which
26 Overlying Rights are appurtenant, the nature of use and the consumptive use portion thereof are
27 set forth in Exhibit "K" hereto. Watermaster may require reports and make inspections of the
28 operations of said parties for purposes of verifying the uses set forth in said Exhibit "K", and, in

1 the event of a material change, to redetermine the net amount of consumptive use by such parties
2 as changed, in the exercise of such Overlying Rights.

3 Annually, during the first two (2) weeks of June in each calendar year, such Overlying
4 Rights Producers shall submit to Watermaster a verified statement as to the nature of the then
5 current uses of said Overlying Rights on said Overlying Lands for the next ensuing Fiscal Year,
6 whereupon Watermaster shall either affirm the prior determination or redetermine the net
7 amount of the consumptive use portion of the exercise of such Overlying Right by said
8 Overlying Rights Producer.

9 **C. INJUNCTION**

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

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

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

27 25. Injunction Against Unauthorized Recharge. (Prior Judgment Section 17) Each
28 party, its officers, agents, employees, successors and assigns, is **ENJOINED AND**

1 **RESTRAINED** from spreading, injecting or otherwise recharging water in the Basin except
2 pursuant to: (a) an adjudicated non-consumptive use, or (b) consent and approval of or Cyclic
3 Storage Agreement with Watermaster, or (c) subsequent order of this Court.

4 26. Injunction Against Transportation from Basin or Relevant Watershed. (Prior
5 Judgment Section 18) Except upon further order of Court, all parties, other than Transporting
6 Parties and MWD in its exercise of its Special Category Rights, to the extent authorized therein,
7 are **ENJOINED AND RESTRAINED** from transporting water hereafter Produced from the
8 Relevant Watershed or Basin outside the areas thereof. For purposes of this Section, water
9 supplied through a city water system which lies chiefly within the Basin shall be deemed
10 entirely used within the Basin. Transporting Parties are entitled to continue to transport water to
11 the extent that any Production of water by any such party does not violate the injunctive
12 revisions contained in Section 22 hereof; provided that said water shall be used within the
13 present service areas or corporate or other boundaries and additions thereto so long as such
14 additions are contiguous to the then existing service area or corporate or other boundaries;
15 except that a maximum of ten percent (10%) of use in any Fiscal Year may be outside said then
16 existing service areas or corporate or other boundaries.

17 **D. CONTINUING JURISDICTION**

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

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

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

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

7 **E. WATERMASTER**

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

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

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

19 (b) Nomination of Producer Representatives. A meeting of all parties shall be
20 held at the regular meeting of Watermaster in November of each year, at the offices of
21 Watermaster. Nomination of the six (6) Producer representatives shall be by cumulative
22 voting, in person or by proxy, with each Producer entitled to one (1) vote for each one
23 hundred (100) acre feet, or portion thereof, of Base Annual Diversion Right or
24 Prescriptive Pumping Right or Integrated Production Right.

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

1 board of directors of said public districts.

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

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

12 31. Quorum. (Prior Judgment Section 23) Five (5) members of the Watermaster
13 shall constitute a quorum for the transaction of affairs of the Watermaster. Action by the
14 affirmative vote of five (5) members shall constitute action by Watermaster, except that the
15 affirmative vote of six (6) members shall be required:

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

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

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

26 33. Organization. (Prior Judgment Section 25) At its first meeting in each year,
27 Watermaster shall elect a chairman and a vice chairman from its membership. It shall also select
28 a secretary, a treasurer and such assistant secretaries and assistant treasurers as may be

1 appropriate, any of whom may, but need not be, members of Watermaster.

2 (a) Minutes. Minutes of all Watermaster meetings shall be kept, which shall
3 reflect all actions taken by Watermaster. Draft copies thereof shall be furnished to any
4 party who files a request therefor in writing with Watermaster. Said draft copies of
5 minutes shall constitute notice of any Watermaster action therein reported; failure to
6 request copies thereof shall constitute waiver of notice.

7 (b) Regular Meetings. Watermaster shall hold regular meetings at places and
8 times to be specified in Watermaster's rules and regulations to be adopted by
9 Watermaster. Notice of the scheduled or regular meetings of Watermaster and of any
10 changes in the time or place thereof shall be mailed to all parties who shall have filed a
11 request therefor in writing with Watermaster.

12 (c) Special Meetings. Special meetings of Watermaster may be called at any
13 time by the chairman or vice chairman or by any three (3) members of Watermaster by
14 written notice delivered personally or mailed to each member of Watermaster and to
15 each party requesting notice, at least twenty-four (24) hours before the time of each such
16 meeting in the case of personal delivery, and forty-eight (48) hours prior to such meeting
17 in the case of mail. The calling notice shall specify the time and place of the special
18 meeting and the business to be transacted at such meeting. No other business shall be
19 considered at such meeting.

20 (d) Adjournments. Any meeting of Watermaster may be adjourned to a time
21 and place specified in the order of adjournment. Less than a quorum may so adjourn
22 from time to time. A copy of the order or notice of adjournment shall be conspicuously
23 posted on or near the door of the place where the meeting was held within twenty-four
24 (24) hours after adoption of the order of adjournment.

25 34. Powers and Duties. (Prior Judgment Section 26) Subject to the continuing
26 supervision and control of the Court, Watermaster shall have and may exercise the following
27 express powers, and shall perform the following duties, together with any specific powers,
28 authority and duties granted or imposed elsewhere in this Judgment or hereafter ordered or

1 authorized by the Court in the exercise of its continuing jurisdiction.

2 (a) Rules and Regulations. To make and adopt any and all appropriate rules and
3 regulations for conduct of Watermaster affairs. A copy of said rules and regulations and
4 any amendments thereof shall be mailed to all parties.

5 (b) Acquisition of Facilities. To purchase, lease, acquire and hold all necessary
6 property and equipment; provided, however, that Watermaster shall not acquire any
7 interest in real property in excess of year-to-year tenancy for necessary quarters and
8 facilities.

9 (c) Employment of Experts and Agents. To employ such administrative
10 personnel, engineering, geologic, accounting, legal or other specialized services and
11 consulting assistants as may be deemed appropriate in the carrying out of its powers and
12 to require appropriate bonds from all officers and employees handling Watermaster
13 funds.

14 (d) Measuring Devices, etc. To cause parties, pursuant to uniform rules, to
15 install and maintain in good operating condition, at the cost of each party, such necessary
16 measuring devices or meters as may be appropriate; and to inspect and test any such
17 measuring device as may be necessary.

18 (e) Assessments. To levy and collect all Assessments specified in the Physical
19 Solution.

20 (f) Investment of Funds. To hold and invest any and all funds which
21 Watermaster may possess in investments authorized from time to time for public
22 agencies in the State of California.

23 (g) Borrowing. To borrow in anticipation of receipt of Assessment proceeds an
24 amount not to exceed the annual amount of Assessments levied but uncollected.

25 (h) Purchase of and Recharge with Supplemental Water. To purchase
26 Supplemental Water and to introduce the same into the Basin, including a maximum of
27 30,000 acre-feet per year of Reclaimed Water, for replenishment, Replacement Water,
28 and cyclic storage purposes in the Basin, subject to the affirmative vote of six (6)

1 members of Watermaster, provided, the California Department of Health Services and
2 the Los Angeles Regional Water Quality Control Board have approved such Reclaimed
3 Water for said uses, Watermaster has given prior notice to all parties of its intention to
4 use said Reclaimed Water for such purposes, held noticed hearings thereon, and
5 approves such uses. Reclaimed Water used by Watermaster as Supplemental Water for
6 said purposes shall not be a violation of Sections 3(b) or 3(c) of Exhibit "H" hereto.
7 (Amended 4/2/91)

8 (i) Contracts. To enter into contracts for the performance of any administrative
9 powers herein granted, subject to approval of the Court.

10 (j) Cooperation with Existing Agencies. To act jointly or cooperate with
11 agencies of the United States and the State of California or any political subdivision,
12 municipality or district to the end that the purposes of the Physical Solution may be fully
13 and economically carried out. Specifically, in the event Upper District has facilities
14 available and adequate to accomplish any of the administrative functions of
15 Watermaster, consideration shall be given to performing said functions under contract
16 with Upper District in order to avoid duplication of facilities.

17 (k) Assumption of Make-Up Obligation. Watermaster shall assume the Make-
18 Up Obligation for and on behalf of the Basin.

19 (m) Water Quality. Water quality in the Basin shall be a concern of
20 Watermaster, and all reasonable steps shall be taken to assist and encourage appropriate
21 regulatory agencies to enforce reasonable water quality regulations affecting the Basin,
22 including regulation of solid and liquid waste disposal.

23 (n) Cyclic Storage Agreements. To enter into appropriate contracts, to be
24 approved by the Court, for utilization of Ground Water storage capacity of the Basin for
25 cyclic or regulatory storage of Supplemental Water by parties and non-parties, for
26 subsequent recovery or Watermaster credit by the storing entity, pursuant to uniform
27 rules and conditions, which shall include provision for:

28 (1) Watermaster control of all spreading or injection and extraction

1 scheduling and procedures for such stored water;

2 (2) calculation by Watermaster of any special costs, damages or burdens
3 resulting from such operations;

4 (3) determination by Watermaster of, and accounting for, all losses in
5 stored water, assuming that such stored water floats on top of the Ground Water
6 supplies, and accounting for all losses of water which otherwise would have
7 replenished the Basin, with priorities being established as between two or more
8 such contractors giving preference to parties over non-parties; and

9 (4) payment to Watermaster for the benefit of the parties hereto of all
10 special costs, damages or burdens incurred (without any charge, rent, assessment
11 or expense as to parties hereto by reason of the adjudicated proprietary character
12 of said storage rights, nor credit or offset for benefits resulting from such
13 storage); provided, that no party shall have any direct interest in or control over
14 such contracts or the operation thereof by reason of the adjudicated right of such
15 party, the Watermaster having sole custody and control of all Ground Water
16 storage rights in the Basin pursuant to the Physical Solution herein, and subject to
17 review of the Court.

18 (o) Notice List. Maintain a current list of party designees to receive notice
19 hereunder, in accordance with Section 54 hereof.

20 35. Policy Decisions – Procedure. (Prior Judgment Section 27) It is contemplated
21 that Watermaster will exercise discretion in making policy decisions relating to Basin
22 management under the Physical Solution decreed herein. In order to assure full participation
23 and opportunity to be heard for those affected, no policy decision shall be made by Watermaster
24 until thirty (30) days after the question involved has been raised for discussion at a Watermaster
25 meeting and noted in the draft of minutes thereof.

26 36. Reports. (Prior Judgment Section 28) Watermaster shall annually file with the
27 Court and mail to the parties a report of all Watermaster activities during the preceding year,
28 including an audited statement of all accounts and financial activities of Watermaster, summary

1 reports of Diversions and Pumping, and all other pertinent information. To the extent practical,
2 said report shall be mailed to all parties on or before November 1.

3 37. Review Procedures. (Prior Judgment Section 29) Any action, decision, rule or
4 procedure of Watermaster (other than a decision establishing Operating Safe Yield, see Section
5 43(c)) shall be subject to review by the Court on its own motion or on timely motion for an
6 Order to Show Cause by any party, as follows:

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

11 (b) Notice of Motion. Any party may, by a regularly noticed motion, petition
12 the Court for review of said Watermaster's action or decision. Notice of such motion
13 shall be mailed to Watermaster and all parties. Unless so ordered by the Court, such
14 petition shall not operate to stay the effect of such Watermaster action.

15 (c) Time for Motion. Notice of motion to review any Watermaster action or
16 decision shall be served and filed within ninety (90) days after such Watermaster action
17 or decision.

18 (d) De Novo Nature of Proceeding. Upon filing of such motion for hearing, the
19 Court shall notify the parties of a date for taking evidence and argument, and shall
20 review de novo the question at issue on the date designated. The Watermaster decision
21 or action shall have no evidentiary weight in such proceeding.

22 (e) Decision. The decision of the Court in such proceeding shall be an
23 appealable Supplemental Order in this case. When the same is final, it shall be binding
24 upon the Watermaster and the parties.

25 **F. PHYSICAL SOLUTION**

26 38. Purpose and Objective. (Prior Judgment Section 30) Consistent with the
27 California Constitution and the decisions of the Supreme Court, the Court hereby adopts and
28 Orders the parties to comply with this Physical Solution. The purpose and objective of these

1 provisions is to provide a legal and practical means for accomplishing the most economic, long
2 term, conjunctive utilization of surface, Ground Water, Supplemental Water and Ground Water
3 storage capacity to meet the needs and requirements of the water users dependent upon the Basin
4 and Relevant Watershed, while preserving existing equities.

5 39. Need for Flexibility. (Prior Judgment Section 31) In order that Watermaster may
6 be free to utilize both existing and new and developing technological, social and economic
7 concepts for the fullest benefit of all those dependent upon the Basin, it is essential that the
8 Physical Solution hereunder provide for maximum flexibility and adaptability. To that end, the
9 Court has retained continuing jurisdiction to supplement the broad discretion herein granted to
10 the Watermaster.

11 40. Watermaster Control. (Prior Judgment Section 32) In order to develop an
12 adequate and effective program of Basin management, it is essential that Watermaster have
13 broad discretion in the making of Basin management decisions within the ambit hereinafter set
14 forth. The maintenance, improvement, and control of the water quality and quantity of the
15 Basin, withdrawal and replenishment of supplies of the Basin and Relevant Watershed, and the
16 utilization of the water resources thereof, must be subject to procedures established by
17 Watermaster in implementation of the provisions of this Judgment. Both the quantity and
18 quality of said water resource are thereby preserved and its beneficial utilization maximized.
19 (Amended 1/29/91)

20 (a) Watermaster shall develop an adequate and effective program of Basin
21 management. The maintenance, improvement, and control of the water quality and
22 quantity of the Basin, withdrawal and replenishment of supplies of the Basin and
23 Relevant Watershed, and the utilization of the water resources thereof, must be subject to
24 procedures established by Watermaster in implementation of the Physical Solution
25 provisions of this Judgment. All Watermaster programs and procedures shall be adopted
26 only after a duly noticed public hearing pursuant to Section 37 and 40 of the Amended
27 Judgment herein. (Amended 1/29/91)

28 (b) Watermaster shall have the power to control pumping in the Basin by water

1 Producers therein for Basin cleanup and water quality control so that specific well
2 production can be directed as to a lesser amount, to total cessation, as to an increased
3 amount, and even to require pumping in a new location in the Basin. Watermaster's
4 right to regulate pumping activities of Producers shall be subordinate to any conflicting
5 Basin cleanup plan established by the EPA or other public governmental agency with
6 responsibility for ground water management or clean up, whether existing at the time of
7 this Judgment or subsequent hereto. (Amended 2/24/92)

8 (c) Watermaster may act individually or participate with others to carry on
9 technical and other necessary investigations of all kinds and collect data necessary to
10 carry out the herein stated purposes. It may engage in contractual relations with the EPA
11 or other agencies in furtherance of the clean up of the Basin and enter into contracts with
12 agencies of the United States, the State of California, or any political subdivision,
13 municipality, or district thereof, to the extent allowed under the applicable federal or
14 state statutes. Any cooperative agreement between the Watermaster and EPA shall
15 require the approval of the appropriate Agency(s) of the State of California. (Amended
16 1/29/91)

17 (d) For the regulation and control of pumping activity in the Basin, Watermaster
18 shall adopt Rules and Regulations and programs to promote, manage and accomplish
19 clean up of the Basin and its waters, including, but not limited to, measures to confine,
20 move, and remove contaminants and pollutants. Such Rules and Regulations and
21 programs shall be adopted only after a duly Noticed Public Hearing by Watermaster and
22 shall be subject to Court review pursuant to Section 37 of the Amended Judgment herein.
23 (Amended 1/29/91)

24 (e) Watermaster shall determine whether funds from local, regional, state or
25 federal agencies are available for regulating pumping and the various costs associated
26 with, or arising from such activities. If no public funds are available from local,
27 regional, state, or federal agencies, the costs shall be obtained and paid by way of an In-
28 Lieu Assessment by Watermaster pursuant to Section 10(j) of the Amended Judgment

1 herein. Provided such In-Lieu Assessments become necessary, the costs shall be borne
2 by all Basin Producers. (Amended 1/29/91)

3 (f) Watermaster is a Court empowered entity with limited powers, created
4 pursuant to the Court's Physical Solution Jurisdiction under Article X, Section 2 of the
5 California Constitution. None of the powers granted herein to Watermaster shall be
6 construed as designating Watermaster a political subdivision of the State of California or
7 authorizing Watermaster to act as "lead agency" to administer the federal Superfund for
8 clean up of the Basin. (Amended 1/29/91)

9 41. General Pattern of Contemplated Operations. (Prior Judgment Section 33) In
10 general outline (subject to the specific provisions hereafter and to Watermaster Operating
11 Criteria set forth in Exhibit "H"), Watermaster will determine annually the Operating Safe Yield
12 of the Basin and will notify each Pumper of his share thereof, stated in acre feet per Fiscal Year.
13 Thereafter, no party may Produce in any Fiscal Year an amount in excess of the sum of his
14 Diversion Right, if any, plus his Pumper's Share of such Operating Safe Yield, or his Integrated
15 Production Right, or the terms of any Cyclic Storage Agreement, without being subject to
16 Assessment for the purpose of purchasing Replacement Water. In establishing the Operating
17 Safe Yield, Watermaster shall follow all physical, economic, and other relevant parameters
18 provided in the Watermaster Operating Criteria. Watermaster shall have Assessment powers to
19 raise funds essential to implement the management plan in any of the several special
20 circumstances herein described in more detail.

21 42. Basin Operating Criteria. (Prior Judgment Section 34) Until further order of the
22 Court and in accordance with the Watermaster Operating Criteria, Watermaster shall not spread
23 Replacement Water when the water level at the Key Well exceeds Elevation two hundred fifty
24 (250), and Watermaster shall spread Replacement Water, insofar as practicable, to maintain the
25 water level at the Key Well above Elevation two hundred (200).

26 43. Determination of Operating Safe Yield. (Prior Judgment Section 35)
27 Watermaster shall annually determine the Operating Safe Yield applicable to the succeeding
28 Fiscal Year and estimate the same for the next succeeding four (4) Fiscal Years. In making such

1 determination, Watermaster shall be governed in the exercise of its discretion by the
2 Watermaster Operating Criteria. The procedures with reference to said determination shall be as
3 follows:

4 (a) Preliminary Determination. On or before Watermaster's first meeting in
5 April of each year, Watermaster shall make a Preliminary Determination of the
6 Operating Safe Yield of the Basin for each of the succeeding five Fiscal Years. Said
7 determination shall be made in the form of a report containing a summary statement of
8 the considerations, calculations and factors used by Watermaster in arriving at said
9 Operating Safe Yield.

10 (b) Notice and Hearing. A copy of said Preliminary Determination and report
11 shall be mailed to each Pumper and Integrated Producer at least ten (10) days prior to a
12 hearing to be held at Watermaster's regular meeting in May, of each year, at which time
13 objections or suggested corrections or modifications of said determinations shall be
14 considered. Said hearing shall be held pursuant to procedures adopted by Watermaster.

15 (c) Watermaster Determination and Review Thereof. Within thirty (30) days
16 after completion of said hearing, Watermaster shall mail to each Pumper and Integrated
17 Producer a final report and determination of said Operating Safe Yield for each such
18 Fiscal Year, together with a statement of the Producer's entitlement in each such Fiscal
19 Year stated in acre feet. Any affected party, within thirty (30) days of mailing of notice
20 of said Watermaster determination, may, by a regularly noticed motion, petition the
21 Court for an Order to Show Cause for review of said Watermaster finding, and thereupon
22 the Court shall hear such objections and settle such dispute. Unless so ordered by the
23 Court, such petition shall not operate to stay the effect of said report and determination.
24 In the absence of such review proceedings, the Watermaster determination shall be final.

25 44. Reports of Pumping and Diversion. (Prior Judgment Section 36) Each party
26 (other than Minimal Producers) shall file with the Watermaster quarterly, on or before the last
27 day of January, April, July and October, a report on a form to be prescribed by Watermaster
28 showing the total Pumping and Diversion (separately for Direct Use and for non-consumptive

1 use, if any,) of such party during the preceding calendar quarter.

2 45. Assessments – Purpose. (Prior Judgment Section 37) Watermaster shall have the
3 power to levy and collect Assessments from the parties (other than Minimal Producers, non-
4 consumptive users, or Production under Special Category Rights or Cyclic Storage Agreements)
5 based upon Production during the preceding Fiscal Year. Said Assessments may be for one or
6 more of the following purposes:

7 (a) Watermaster Administration Costs. Within thirty (30) days after completion
8 of the hearing on the Preliminary Determination of the Operating Safe Yield of the Basin
9 and Watermaster's determination thereof, pursuant to Section 43 hereof, Watermaster
10 shall adopt a proposed budget for the succeeding Fiscal Year and shall mail a copy
11 thereof to each party, together with a statement of the level of Administration
12 Assessment levied by Watermaster which will be collected for purposes of raising funds
13 for said budget. Said Assessment shall be uniformly applicable to each acre foot of
14 Production.

15 (b) Replacement Water Costs. Replacement Water Assessments shall be
16 collected from each party on account of such party's Production in excess of its
17 Diversion Rights, Pumper's Share or Integrated Production Right, and on account of the
18 consumptive use portion of Overlying Rights, computed at the applicable rate established
19 by Watermaster consistent with the Watermaster Operating Criteria.

20 (c) Make-Up Obligation. An Assessment shall be collected equally on account
21 of each acre foot of Production, which does not bear a Replacement Assessment
22 hereunder, to pay all necessary costs of Administration and satisfaction of the Make-Up
23 Obligation. Such Assessment shall not be applicable to water Production for an
24 Overlying Right.

25 (d) In-Lieu Water Cost. Watermaster may levy an Assessment against all
26 Pumping to pay reimbursement for In-Lieu Water Costs except that such Assessment
27 shall not be applicable to the non-consumptive use portion of an Overlying Right.

28 (e) Basin Water Quality Improvement. For purposes of testing, protecting or

1 improving the water quality in the Basin, Watermaster may, after a noticed hearing
2 thereon, fix terms and conditions under which it may waive all or any part of its
3 Assessments on such ground water Production and if such Production, in addition to his
4 other Production, does not exceed such Producer's Share or entitlement for that Fiscal
5 Year, such stated Production shall be allowed to be carried over for a part of such
6 Producer's next Fiscal Year's Producer's Share or entitlement. In connection therewith,
7 Watermaster may also waive the provisions of Section 25, 26 and 57 hereof, relating to
8 Injunction Against Unauthorized Recharge, Injunction Against Transportation From
9 Basin or Relevant Watershed, and Intervention After Judgment, respectively. Nothing in
10 this Judgment is intended to allow an increase in any Producer's annual entitlement nor
11 to prevent Watermaster, after hearing thereon, from entering into contracts to encourage,
12 assist and accomplish the clean up and improvement of degraded water quality in the
13 Basin by non-parties herein. Such contracts may include the exemption of the
14 Production of such Basin water therefor from Watermaster Assessments and, in
15 connection therewith, the waiver of the provisions of Judgment Sections 25, 26, and 57
16 hereof.

17 46. Assessments – Procedure. (Prior Judgment Section 38) Assessments herein
18 provided for shall be levied and collected as follows:

19 (a) Levy and Notice of Assessment. Within thirty (30) days of Watermaster's
20 annual determination of Operating Safe Yield of the Basin for each Fiscal Year and
21 succeeding four (4) Fiscal Years, Watermaster shall levy applicable Administration
22 Assessments, Replacement Water Assessments, Make-Up Water Assessments and In-
23 Lieu Water Assessments, if any. Watermaster shall give written notice of all applicable
24 Assessments to each party on or before August 15, of each year.

25 (b) Payment. Each Assessment shall be payable, and each party is Ordered to
26 pay the same, on or before September 20, following such Assessment, subject to the
27 rights reserved in Section 37 hereof.

28 (c) Delinquency. Any Assessment which becomes delinquent after January 1,

1 1980, shall bear interest at the annual prime rate plus one percent (1%) in effect on the
2 first business day of August of each year. Said prime interest rate shall be that fixed by
3 the Bank of America NT&SA for its preferred borrowing customers on said date. Said
4 prime interest rate plus one percent (1%) shall be applicable to any said delinquent
5 Assessment from the due date thereof until paid. Provided, however, in no event shall
6 any said delinquent Assessment bear interest at a rate of less than ten percent (10%) per
7 annum. Such delinquent Assessment and interest may be collected in a Show Cause
8 proceeding herein or any other legal proceeding instituted by Watermaster, and in such
9 proceeding the Court may allow Watermaster its reasonable costs of collection, including
10 attorney's fees.

11 47. Availability of Supplemental Water from Responsible Agencies. (Prior
12 Judgment Section 39) If any Responsible Agency shall, for any reason, be unable to deliver
13 Supplemental Water to Watermaster when needed, Watermaster shall collect funds at an
14 appropriate level and hold them in trust, together with interest accrued thereon, for purchase of
15 such water when available.

16 48. Accumulation of Replacement Water Assessment Proceeds. (Prior Judgment
17 Section 40) In order to minimize fluctuation in Assessments and to give Watermaster flexibility
18 in Basin management, Watermaster may make reasonable accumulations of Replacement Water
19 Assessments. Such moneys and any interest accrued thereon shall only be used for the purchase
20 of Replacement Water.

21 49. Carry-over of Unused Rights. (Prior Judgment Section 41) Any Pumper's Share
22 of Operating Safe Yield, and the Production right of any Integrated Producer, which is not
23 Produced in a given Fiscal Year may be carried over and accumulated for one Fiscal Year,
24 pursuant to reasonable rules and procedures for notice and accounting which shall be adopted by
25 Watermaster. The first water Produced in the succeeding Fiscal Year shall be deemed Produced
26 pursuant to such Carry-over Rights.

27 50. Minimal Producers. (Prior Judgment Section 42) In the interest of Justice,
28 Minimal Producers are exempted from the operation of this Physical Solution, so long as such

1 party's annual Production does not exceed five (5) acre feet. Quarterly Production reports by
2 such parties shall not be required, but Watermaster may require, and Minimal Producers shall
3 furnish, specific periodic reports. In addition, Watermaster may conduct such investigation of
4 future operations of any Minimal Producer as may be appropriate.

5 51. Effective Date. (Prior Judgment Section 43) The effective date for commencing
6 accounting and operation under this Physical Solution, other than for Replacement Water
7 Assessments, shall be July 1, 1972. The first Assessment for Replacement Water shall be
8 payable on September 20, 1974, on account of Fiscal Year 1973-74 Production.

9 G. MISCELLANEOUS PROVISIONS

10 52. Puente Narrows Flow. (Prior Judgment Section 44) The Puente Basin is
11 tributary to the Main San Gabriel Basin. All Producers within said Puente Basin have been
12 dismissed herein, based upon the Puente Narrows Agreement (Exhibit "J"), whereby Puente
13 Basin Water Agency agreed not to interfere with surface inflow and to assure continuance of
14 historic subsurface contribution of water to Main San Gabriel Basin. The Court declares said
15 Agreement to be reasonable and fair and in full satisfaction of claims by Main San Gabriel Basin
16 for natural water from Puente Basin.

17 53. San Gabriel District – Interim Order. (Prior Judgment Section 45) San Gabriel
18 District has a contract with the State of California for State Project Water, delivered at Devil
19 Canyon in San Bernardino County. San Gabriel District is **HEREBY ORDERED** to proceed
20 with and complete necessary pipeline facilities as soon as practical.

21 Until said pipeline is built and capable of delivering a minimum of twenty-eight
22 thousand eight-hundred (28,800) acre feet of State Project water per year, defendant cities of
23 Alhambra, Azusa, and Monterey Park shall pay to Watermaster each Fiscal Year a Replacement
24 Assessment at a uniform rate sufficient to purchase Replenishment Water when available, which
25 rate shall be declared by San Gabriel District. When water is available through said pipeline,
26 San Gabriel District shall make the same available to Watermaster, on his reasonable demand, at
27 said specified rate per acre foot. Interest accrued on such funds shall be paid to San Gabriel
28 District.

1 54. Service Upon and Delivery to Parties of Various Papers. (Prior Judgment Section
2 46) Service of the Judgment on those parties who have executed the Stipulation for Judgment
3 shall be made by first class mail, postage prepaid, addressed to the Designee and at the address
4 designated for that purpose in the executed and filed counterpart of the Stipulation for Judgment,
5 or in any substitute designation filed with the Court.

6 Each party who has not heretofore made such a designation shall, within thirty (30) days
7 after the Judgment shall have been served upon that party, file with the Court, with proof of
8 service of a copy thereof upon Watermaster, a written designation of the person to whom and the
9 address at which all future notices, determinations, requests, demands, objections, reports and
10 other papers and processes to be served upon that party or delivered to that party are to be so
11 served or delivered.

12 A later substitute designation filed and served in the same manner by any party shall be
13 effective from the date of filing as to the then future notices, determinations, requests, demands,
14 objections, reports and other papers and processes to be served upon or delivered to that party.

15 Delivery to or service upon any party by Watermaster, by any other party, or by the
16 Court, of any item required to be served upon or delivered to a party under or pursuant to the
17 Judgment may be made by deposit thereof (or by copy thereof) in the mail, first class, postage
18 prepaid, addressed to the Designee of the party and at the address shown in the latest designation
19 filed by that party.

20 55. Assignment, Transfer, etc., of Rights. (Prior Judgment Section 47) Any rights
21 Adjudicated herein except Overlying Rights, may be assigned, transferred, licensed or leased by
22 the owners thereof; provided however, that no such assignment shall be complete until the
23 appropriate notice procedures established by Watermaster have been complied with. No water
24 Produced pursuant to rights assigned, transferred, licensed, or leased may be transported outside
25 the Relevant Watershed except by:

- 26 (1) a Transporting Party, or
27 (2) a successor in interest immediate or mediate to a water system on lands or
28 portion thereof, theretofore served by such a Transporting Party, for use by such

1 successor in accordance with limitations applicable to Transporting Parties, or

2 (3) a successor in interest to the Special Category rights of MWD.

3 The transfer and use of Overlying Rights shall be limited, as provided in Section 21
4 hereof, as exercisable only on the specifically defined Overlying Lands and they cannot be
5 separately conveyed or transferred apart therefrom.

6 56. Abandonment of Rights. (Prior Judgment Section 48) It is in the interest of
7 reasonable beneficial use of the Basin and its water supply that no party be encouraged to take
8 and use more water in any Fiscal Year than is actually required. Failure to Produce all of the
9 water to which a party is entitled hereunder shall not, in and of itself, be deemed or constitute an
10 abandonment of such party's right, in whole or in part. Abandonment and extinction of any
11 right herein Adjudicated shall be accomplished only by:

12 (1) a written election by the party, filed in this case, or

13 (2) upon noticed motion of Watermaster, and after hearing.

14 In either case, such abandonment shall be confirmed by express subsequent order of this
15 Court.

16 57. Intervention After Judgment. (Prior Judgment Section 49) Any person who is
17 not a party or successor to a party and who proposes to Produce water from the Basin or
18 Relevant Watershed, may seek to become a party to this Judgment through a Stipulation For
19 Intervention entered into with Watermaster. Watermaster may execute said Stipulation on
20 behalf of the other parties herein but such Stipulation shall not preclude a party from opposing
21 such Intervention at the time of the Court hearing thereon. Said Stipulation For Intervention
22 must thereupon be filed with the Court, which will consider an order confirming said
23 Intervention following thirty (30) days' notice to the parties. Thereafter, if approved by the
24 Court, such Intervenor shall be a party bound by this Judgment and entitled to the rights and
25 privileges accorded under the Physical Solution herein.

26 58. Judgment Binding on Successors, etc. (Prior Judgment Section 50) Subject to
27 specific provisions hereinbefore contained, this Judgment and all provisions thereof are
28 applicable to and binding upon and inure to the benefit of not only the parties to this action, but

1 as well to their respective heirs, executors, administrators, successors, assigns, lessees, licensees
2 and to the agents, employees and attorneys in fact of any such persons.

3 59. Water Rights Permits. (Prior Judgment Section 51) Nothing herein shall be
4 construed as affecting the relative rights and priorities between MWD and San Gabriel Valley
5 Protective Association under State Water Rights Permits Nos. 7174 and 7175, respectively.

6 60. Costs. (Prior Judgment Section 52) No party shall recover any costs in this
7 proceeding from any other party.

8 61. Entry of Judgment. (New) The Clerk shall enter this Judgment.

9
10 DATED: August 24, 1989.

11
12 s/ Florence T. Pickard
13 Florence T. Pickard, Judge
14 Specially Assigned
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EXHIBIT "B"

BOUNDARIES OF RELEVANT WATERSHED

The following described property is located in Los Angeles County, State of California:

Beginning at the Southwest corner of Section 14, Township 1 North, Range 11 West, San Bernardino Base and Meridian;

Thence Northerly along the West line of said Section 14 to the Northwest corner of the South half of said Section 14;

Thence Easterly along the North line of the South half of Section 14 to the East line of said Section 14;

Thence Northerly along the East line of said Section 14, Township 1 North, Range 11 West and continuing Northerly along the East line of Section 11 to the Northeast corner of said Section 11;

Thence Easterly along the North line of Section 12 to the Northeast corner of said Section 12;

Thence Southerly along the East line of said Section 12 and continuing Southerly along the East line of Section 13 to the Southeast corner of said Section 13, said corner being also the Southwest corner of Section 18, Township 1 North, Range 10 West;

Thence Easterly along the South line of Sections 18, 17, 16 and 15 of said Township 1 North, Range 10 West to the Southwest corner of Section 14;

Thence Northerly along the West line of Section 14 to the Northwest corner of the South half of Section 14;

Thence Easterly along the North line of the South half of Section 14 to the East line of said section;

Thence Northerly along the East line of said Section 14, and continuing Northerly along the West line of Section 12 of said Township 1 North, Range 10 West to the North line of said Section 12;

Thence Easterly along the North line of said Section 12, to the Northeast corner of said Section 12, said corner being also the Southwest corner of Section 6, Township 1 North, Range 9 West;

Thence Northerly along the West line of said Section 6 and continuing Northerly along West line of Sections 31 and 30, Township 2 North, Range 9 West to the Westerly prolongation of the North line of said Section 30;

Thence Easterly along said Westerly prolongation of the North line of said Section 30 and continuing Easterly along the North line of Section 29 to the Northeast corner of said Section 29;

Thence Southerly along the East line of said Section 29 and continuing Southerly along the East line of Section 32, Township 2 North, Range 9 West, and thence continuing Southerly along the East line of Section 5, Township 1 North, Range 9 West to the Southeast corner of said Section 5;

Thence Westerly along the South line of said Section 5 to the Southwest corner of said Section 5, said point being also the Northwest corner of Section 8;

Thence Southerly along the West line of said Section 8 and continuing Southerly along the West line of Section 17, to the Southwest corner of said Section 17, said corner being also the Northwest corner of Section 20;

Thence Easterly along the North line of Sections 20 and 21 to the Northwest corner of Section 22, said corner being also the Southwest corner of Section 15;

Thence Northerly along the West line of said Section 15 to the Northwest corner of the South half of said Section 15;

Thence Easterly along the North line of said South half of Section 15 to the Northeast corner of said South half of Section 15;

Thence Southerly along the East line of Section 15 and continuing Southerly along the East line of Section 22 to the Southeast corner of said Section 22, said point being also the Southwest corner of Section 23;

Thence Easterly along the South line of Sections 23 and 24 to the East line of the West half of said Section 24;

Thence Northerly along said East line of the West half of Section 24 to the North line thereof;

Thence Easterly along said North line of Section 24 to the Northeast corner thereof, said point also being the Northwest corner of Section 19, Township 1 North, Range 8 West;

Thence continuing Easterly along the North line of Section 19 and Section 20 of said Township 1 North, Range 8 West to the Northeast corner of said Section 20;

Thence Southerly along the East line of Sections 20, 29 and 32 of said Township 1 North, Range 8 West to the Southeast corner of said Section 32;

Thence Westerly along the South line of Section 32 to the Northwest corner of the East half of Section 5, Township 1 South, Range 8 West;

Thence Southerly along the West line of the East half of said Section 5 to the South line of said Section 5;

Thence West to the East line of the Northerly prolongation of Range 9 West;

Thence South $67^{\circ} 30'$ West to an intersection with the Northerly prolongation of the West line of Section 27, Township 1 South, Range 9 West;

Thence Southerly along the Northerly prolongation of said West line of Section 27 and continuing Southerly along the West line of Section 27 to the Southwest corner of said Section 27, said point being also the Southeast corner of Section 28;

Thence Westerly along the South line and Westerly projection of the South line of said Section 28 to the Northerly prolongation of the West line of Range 9 West;

Thence Southerly along said prolongation of the West line of Range 9 West to the Westerly prolongation of the North line of Township 2 South;

Thence Westerly along said Westerly prolongation of the North line of Township 2 South, a distance of 8,500 feet;

Thence South a distance of 4,500 feet;

Thence West a distance of 10,700 feet;

Thence South 29° West to an intersection with the Northerly prolongation of the West line of Section 20, Township 2 South, Range 10 West;

Thence Southerly along said Northerly prolongation of the West line of said Section 20 and continuing Southerly along the West line of Section 20 to the Southwest corner of said Section 20;

Thence South a distance of 2,000 feet;

Thence West a distance of two miles, more or less, to an intersection with the East line of Section 26, Township 2 South, Range 11 West;

Thence Northerly along said East line of Section 26 and continuing Northerly along the East line of Section 23, Township 2 South, Range 11 West to the Northeast corner of said Section 23;

Thence Westerly along the North line of said Section 23 to the Northwest corner thereof, said point being also the Southeast corner of Section 15, Township 2 South, Range 11 West;

Thence Northerly and Westerly along the East and North lines, respectively, of said Section 15, Township 2 South, Range 11 West, to the Northwest corner thereof;

Thence continuing Westerly along the Westerly prolongation of said North line of Section 15, Township 2 South, Range 11 West to an intersection with a line parallel to and one mile East of the West line of Range 11 West;

Thence Northerly along said parallel line to an intersection with the Northerly boundary of the City of Pico Rivera as said City of Pico Rivera existed on July 17, 1970;

Thence Westerly along said City boundary to an intersection with the East line of Range 12 West;

Thence Northerly along said East line of Range 12 West to the North line of Township 2 South;

Thence Westerly along the North line of Township 2 South to an intersection with the Southerly prolongation of the East line of the West half of Section 26, Township 1 South, Range 12 West;

Thence Northerly along said Southerly prolongation of said East line of the West half of said Section 26 to the Southeast corner of said West half;

Thence Westerly along the South line of Sections 26, 27 and 28, Township 1 South, Range 12 West, to the Southeast corner of Section 29, Township 1 South, Range 12 West;

Thence Northerly along the East line of said Section 29 to the Northeast corner of the South half of said Section 29;

Thence Westerly along the North line of the South half of said Section 29 to the Northwest corner thereof;

Thence Northerly along the West line of Sections 29, 20, 17 and 8, Township 1 South, Range 12 West;

Thence continuing Northerly along the Northerly prolongation of the West line of Section 8, Township 1 South, Range 12 West to an intersection with the North line of Township 1 South;

Thence Easterly along said North line of Township 1 South to the Northeast corner of Section 3, Township 1 South, Range 12 West;

Thence North $64^{\circ} 30'$ East to an intersection with the West line of Section 23, Township 1 North, Range 11 West;

Thence Northerly along the West line of said Section 23 to the Northwest corner thereof, said point being the Southwest corner of Section 14, Township 1 North, Range 11 West and said point being also the point of beginning.

EXHIBIT "C"

**TABLE SHOWING BASE
ANNUAL DIVERSION RIGHTS
OF CERTAIN DIVERTERS
AS OF NOVEMBER 2000**

DIVERTER	BASE ANNUAL DIVERSION RIGHT (ACRE-FEET)
Covell, Ralph (Successor to Rittenhouse, Catherine and Rittenhouse, James)	2.12
Maddock, A. G.	3.40
Rittenhouse, Catherine (Transferred to Covell, Ralph)	0.00
Rittenhouse, James (Transferred to Covell, Ralph)	0.00
Ruebhausen, Arline (Held in common with Ruebhausen, Victor) (Transferred to City of Glendora)	18.34 <u>-18.34</u>
	0.00
Ruebhausen, Victor (See Ruebhausen, Arline, above)	<u>0.00</u>
TOTAL	<u>5.52</u>

EXHIBIT "D"

**TABLE SHOWING
PRESCRIPTIVE PUMPING RIGHTS
AND PUMPER'S SHARE OF EACH PUMPER
AS OF NOVEMBER 2000**

PUMPER	PRESCRIPTIVE PUMPING RIGHT ACRE-FEET	PUMPER'S SHARE %
6W Farms, Inc. (Formerly Woodland Farms, Inc.) (Transferred to Miller Brewing Company)	1,217.40 <u>- 919.50</u> 297.90	0.61599 <u>-0.46526</u> 0.15073
Adams Ranch Mutual Water Company	100.00	0.05060
A & E Plastik Pak Co., Inc. (Transferred to Industry Properties, Ltd.)	0	0
Alhambra, City of	8,812.05	4.45876
Amarillo Mutual Water Company	709.00	0.35874
American Sheds, Inc. (Successor to Southwestern Portland Cement Company) (Transferred to USA Waste of California, Inc.)	742.00 <u>-742.00</u> 0.00	0.37544 <u>-0.37544</u> 0.00000
Anchor Plating Co., Inc. (Successor to Bodger & Sons, DBA Bodger Seeds Ltd.) (Transferred to Crown City Plating Co.)	10.00 <u>-10.00</u> 0.00	0.00506 <u>-0.00506</u> 0.00000
Anderson Family Marital Trust (Successor to Anderson, Ray L. and Helen T.)	<u>50.16</u> 50.16	<u>0.02538</u> 0.02538
Anderson, Ray (Successor to Covina Unified School District) (Transferred to Anderson, Ray L. and Helen T.)	50.16 <u>-50.16</u> 0.00	0.02538 <u>-0.02538</u> 0.00000

PUMPER	PRESCRIPTIVE PUMPING RIGHT ACRE-FEET	PUMPER'S SHARE %
Anderson, Ray L. and Helen T. (Successor to Anderson, Ray) (Transferred to Anderson Family Marital Trust)	50.16 <u>-50.16</u> 0.00	0.02538 <u>-0.02538</u> 0.00000
Andrade, Macario and Consuelo; and Andrade, Robert and Jayne (Successor to J. F. Isbell Estate, Inc.)	<u>8.36</u> 8.36	<u>0.00423</u> 0.00423
Arcadia, City of (Successor to First National Finance Corporation) (Transferred to City of Monrovia)	9,252.00 60.90 <u>-951.00</u> 8,361.90	4.68137 0.03081 <u>-0.48119</u> 4.23099
Associated Southern Investment Company (Transferred to Southern California Edison Company)	16.50 <u>-16.50</u> 0.00	0.00335 <u>-0.00335</u> 0.00000
AZ-Two, Inc. (See Southdown, Inc.)	--	--
Azusa Associates, LLC (Successor to Snyder, Esther)	<u>18.51</u> 18.51	<u>0.00937</u> 0.00937
Azusa, City of	3,655.99	1.84988
Azusa-Western Inc. (Transferred to Southwestern Portland Cement Co.)	742.00 <u>-742.00</u> 0.00	0.37544 <u>-0.37544</u> 0.00000
Bahnsen & Beckman Ind., Inc. (Transferred to Woodland, Richard)	840.50 <u>-840.50</u> 0.00	0.42528 <u>-0.42528</u> 0.00000
Bahnsen, Betty M. (Transferred to Dawes, Mary Kay)	441.90 <u>-441.90</u> 0.00	0.22359 <u>-0.22359</u> 0.00000
Baldwin Park County Water District (See Valley County Water District)		

PUMPER	PRESCRIPTIVE PUMPING RIGHT ACRE-FEET	PUMPER'S SHARE %
Bandel Family Trust (Successor to Garnier, Camille A., Deceased, Estate of)	<u>16.70</u> 16.70	<u>0.00845</u> 0.00845
Banks, Gale C. and Vicki Lynn (Successor to Doyle, Mr. and Mrs.; and Madruga, Mr. and Mrs.)	<u>50.00</u> 50.00	<u>0.02530</u> 0.02530
Base Line Water Company (Transferred to Hughes Development Corporation)	430.20 <u>-430.20</u> 0.00	0.21767 <u>-0.21767</u> 0.00000
Beverly Acres Mutual Water Company (See Beverly Acres Mutual Water Users Association)	--	--
Beverly Acres Mutual Water Users Association (Formerly Beverly Acres Mutual Water Company) (Transferred to: San Gabriel Valley Water Company; Nicholson Trust)	93.00 -50.00 <u>-43.00</u> 0.00	0.04706 -0.02530 <u>-0.02176</u> 0.00000
Birenbaum, Max (Held in common with Birenbaum, Sylvia; Schneiderman, Alan; Schneiderman, Lydia; Wigodsky, Bernard; and Wigodsky, Estera) (Transferred to City of Whittier)	6.00 -6.00 0.00	0.00304 <u>-0.00304</u> 0.00000
Birenbaum, Sylvia (See Birenbaum, Max)	--	--
Blue Diamond Concrete Materials Division, The Flintkote Company (Transferred to Sully-Miller Contracting Co.)	1,399.33 <u>-1,399.33</u> 0.00	0.70804 <u>-0.70804</u> 0.00000
Bodger & Sons DBA Bodger Seeds Ltd. (Transferred to Anchor Plating Co., Inc.)	10.00 <u>-10.00</u> 0.00	0.00506 <u>-0.00506</u> 0.00000

PUMPER	PRESCRIPTIVE PUMPING RIGHT ACRE-FEET	PUMPER'S SHARE %
Botello Water Company	0	0
Burbank Development Company	50.65	0.02563
Cadway, Inc. (Successor to: Corcoran, Jack S. and R. L. Corcoran, Jack S. and R. L. Corcoran, Jack S. and R.L. Corcoran, Jack S. and R.L. Garnier, Janus Sloan Ranches Corcoran, Jack S. and R.L.) (Transferred to: California Domestic Water Company California Domestic Water Company California Domestic Water Company	100.00 100.00 273.50 30.00 203.00 129.60 243.50 -243.50 -129.60 <u>-63.30</u> 643.20	0.05060 0.05060 0.13839 0.01518 0.10272 0.06558 0.12320 -0.12321 -0.06558 <u>-0.03203</u> 0.32545
Cal Fin (Transferred to Suburban Water Systems)	118.10 <u>-118.10</u> 0.00	0.05976 <u>-0.05976</u> 0.00000
California-American Water Company (San Marino System)	7,868.70	3.98144
California Country Club (Formerly CCC Management)	0	0
California Domestic Water Company (Successor to: Cantrill Mutual Water Company Industry Properties, Ltd. Modern Accent Corporation Fisher, Russell Graveline, George Wayne and Alexis June, Trust Cadway, Inc. Cadway, Inc. Cadway, Inc.)	11,024.82 42.50 73.50 256.86 19.00 216.60 243.50 129.60 <u>63.30</u> 12,069.68	5.57839 0.02150 0.03719 0.12997 0.00961 0.10959 0.12321 0.06558 <u>0.03203</u> 6.10707

PUMPER	PRESCRIPTIVE PUMPING RIGHT ACRE-FEET	PUMPER'S SHARE %
California Materials Company	0	0
CalMat (Formerly Conrock Company) (Successor to Manning Bros. Rock & Sand Co.)	1,465.35 <u>328.00</u> 1,793.35	0.74144 <u>0.16596</u> 0.90740
Cantrill Mutual Water Company (Transferred to California Domestic Water Co.)	42.50 <u>-42.50</u> 0.00	0.02150 <u>-0.02150</u> 0.00000
Canyon Water and Development Corporation	--	--
Canyon Water Company (Successor to McIntyre, William)	<u>1.00</u> 1.00	<u>0.00051</u> 0.00051
CCC Management (See California Country Club)	--	--
Cedar Avenue Mutual Water Company (Transferred to San Gabriel Valley Water Company)	121.10 <u>-121.10</u> 0.00	0.06127 <u>-0.06127</u> 0.00000
Champion Mutual Water Company	147.68	0.07472
Chevron USA (Formerly Standard Oil of California)	2.00	0.00101
Chronis, Christine (See Polopolus, et al.)	--	--
Clayton Manufacturing Company	511.80	0.25896
Collison, E. O.	0	0
Comby, Erma M. (See Wilmott, Erma M.)	--	--

PUMPER	PRESCRIPTIVE PUMPING RIGHT ACRE-FEET	PUMPER'S SHARE %
Conrock Company (See CalMat) (Formerly Consolidated Rock Products Co.)	--	--
Consolidated Rock Products Co. (See Conrock Company)	--	--
Corcoran, Jack S. (Held in common with Corcoran, R.L.) (Transferred to:	747.00	0.37797
Cadway, Inc.	-100.00	-0.05060
Cadway, Inc.	-100.00	-0.05060
Cadway, Inc.	-273.50	-0.13839
Cadway, Inc.	-30.00	-0.01518
Cadway, Inc.	<u>-243.50</u>	<u>-0.12320</u>
	0.00	0.00000
Corcoran, R.L. (See Corcoran, Jack S.)	--	--
County Sanitation District No. 18 of Los Angeles County	4.50	0.00228
Covell, et al. (Successor to Rittenhouse, Catherine and James) (Held in common with Tate, Phillip G. and Sieglinde A.; Goedert, Lillian E.; Goedert, Marion W.; Lakin, Kendall R.; Lakin, Kelly R.; Snyder, Harry; Snyder, Esther) (Transferred to:	111.05	0.05619
Lakin, Kelly R.	-9.26	-0.00468
Goedert, Lillian E.	-9.26	-0.00468
Tate, Phillip G. and Sieglinde A.	-57.83	-0.02926
Snyder, Esther)	<u>-18.51</u>	<u>-0.00937</u>
	16.19	0.00820
Covina, City of (Transferred to:	2,507.89	1.26895
Covina Irrigating Company	-1,734.00	0.87737
Covina Irrigating Company)	<u>-300.00</u>	<u>0.15179</u>
	473.89	0.23979

PUMPER	PRESCRIPTIVE PUMPING RIGHT ACRE-FEET	PUMPER'S SHARE %
Covina-Valley Unified School District (Transferred to Anderson, Ray)	50.16 <u>-50.16</u> 0.00	0.02538 <u>-0.02538</u> 0.00000
Crevolin, Andrew J.	2.25	0.00114
Crocker National Bank, Executor of the Estate of A.V. Handorf (Transferred to Modern Accent Corp.)	256.86 <u>-256.86</u> 0.00	0.12997 <u>-0.12997</u> 0.00000
Cross Water Company (Transferred to City of Industry)	1,103.00 <u>-1,103.00</u> 0.00	0.05581 <u>-0.05581</u> 0.00000
Crown City Plating Company (Successor to Anchor Plating Co., Inc.)	190.00 <u>10.00</u> 200.00	0.09614 <u>0.00506</u> 0.10120
Davidson Optronics, Inc. (Transferred to Covina Irrigating Company)	22.00 <u>-22.00</u> 0.00	0.01113 <u>-0.01113</u> 0.00000
Dawes, Mary Kay (Successor to Bahnsen, Betty M.)	<u>441.90</u> 441.90	<u>0.22359</u> 0.22359
Del Rio Mutual Water Company	199.00	0.10069
Denton, Kathryn W., Trustee for San Jose Ranch Company (Transferred to White, June G., Trustee of the June G. White Share of the Garnier Trust)	185.50 <u>-185.50</u> 0.00	0.09386 <u>-0.09386</u> 0.00000
Doyle, Mr. and Mrs.; and Madruga, Mr. and Mrs. (Successor to Sawpit Farms, Ltd.) (Transferred to Banks, Gale C.)	50.00 <u>-50.00</u> 0.00	0.02530 <u>-0.02530</u> 0.00000
Driftwood Dairy	163.80	0.08288

PUMPER	PRESCRIPTIVE PUMPING RIGHT ACRE-FEET	PUMPER'S SHARE %
Duhalde, L.	6.40	0.00324
(Transferred to El Monte Union High School District)	<u>-6.40</u>	<u>-0.00324</u>
	0.00	0.00000
Dunning, George		
(Held in common with Dunning, Vera H.)		
(Successor to Vera H. Dunning)	324.00	0.16394
(Transferred to Dunning Trust, George A.V.)	<u>-324.00</u>	<u>-0.16394</u>
	0.00	0.00000
Dunning Trust, George A.V.		
(Successor to Dunning, George)	<u>324.00</u>	<u>0.16394</u>
	324.00	0.16394
Dunning, Vera H.	324.00	0.16394
(See Dunning, George)		
(Transferred to Dunning, George)	<u>-324.00</u>	<u>-0.16394</u>
	0.00	0.00000
East Pasadena Water Company, Ltd.	1,407.69	0.71227
Eckis, Rollin		
(Successor to Sawpit Farms, Ltd.)	123.00	0.06224
(Transferred to City of Monrovia)	<u>-123.00</u>	<u>-0.06224</u>
	0.00	0.00000
El Encanto Properties	33.40	0.01690
(Transferred to La Puente Valley County Water District)	<u>-33.40</u>	<u>-0.01690</u>
	0.00	0.00000
El Monte, City of	2,784.23	1.40878
El Monte Cemetery Association	18.50	0.00936
El Monte Union High School District	9.80	0.00496
(Successor to Duhalde, L.)	6.40	0.00324
(Transferred to City of Whittier)	<u>-16.20</u>	<u>-0.00820</u>
	0.00	0.00000
Everett, Mrs. Alda B.		
(Held in common with Everett, W.B., Executor of the Estate of I. Worth Everett)	0.00	0.00000

PUMPER	PRESCRIPTIVE PUMPING RIGHT ACRE-FEET	PUMPER'S SHARE %
Everett, W.B., Executor of the Estate of I. Worth Everett (See Everett, Mrs. Alda B.)	--	--
Faix, Inc. (Successor to Frank F. Pellissier & Sons, Inc.) (Transferred to Faix, Ltd.)	0.00	0.00000
Faix, Ltd. (Successor to Faix, Inc.)	<u>6,490.00</u> 6,490.00	<u>3.28384</u> 3.28384
First National Finance Corporation (Transferred to City of Arcadia)	60.90 <u>-60.90</u> 0.00	0.03081 <u>-0.03081</u> 0.00000
Fisher, Russell (Held in common with Hauch, Edward and Warren, Clyde) (Transferred to California Domestic Water Company)	19.00 <u>-19.00</u> 0.00	0.00961 <u>-0.00961</u> 0.00000
Frank F. Pellissier & Sons, Inc. (Transferred to Faix, Inc.)	0.00	0.00000
Fruit Street Water Company (Transferred to: Gifford, Brooks, Jr., City of La Verne)	207.00 -101.29 <u>-105.71</u> 0.00	0.10474 -0.05125 <u>-0.05349</u> 0.00000
Garnier, Anton C. and Anita, Family Trust (Successor to: South Covina Water Service Garnier, Camille A., Deceased, Estate of Garnier, Janus)	203.00 8.30 <u>3.00</u> 214.30	0.10271 0.00420 <u>0.00152</u> 0.10843

PUMPER	PRESCRIPTIVE PUMPING RIGHT ACRE-FEET	PUMPER'S SHARE %
Garnier, Camille A., Deceased, Estate of (Successor to South Covina Water Service)	83.30	0.04215
(Transferred to: The Ruth Elaine Ailor Garnier Trust	-41.70	-0.02110
The George Wayne and Alexis June Graveline Trust	-8.30	-0.00420
The Anton C. and Anita Garnier Family Trust	-8.30	-0.00420
Janus Garnier	-8.30	-0.00420
The Bandel Family Trust)	<u>-16.70</u>	<u>-0.00845</u>
	0.00	0.00000
Garnier, Janus (Successor to: Garnier, Camille A., Deceased, Estate of South Covina Water Service)	8.30 203.00	0.00420 0.10272
(Transferred to: George Wayne and Alexis June Graveline Trust	-5.30	-0.00268
The Anton C. and Anita Garnier Family Trust	-3.00	-0.00152
Cadway, Inc.)	<u>-203.00</u>	<u>-0.10272</u>
	0.00	0.00000
Garnier, Ruth Elaine Ailor, Trust (Successor to Garnier, Camille A., Deceased, Estate of)	<u>41.70</u> 41.70	<u>0.02110</u> 0.02110
Gifford, Brooks, Jr. (Successor to: Fruit Street Water Co., Mission Gardens Mutual Water Company)	101.29 96.96	0.05125 0.04906
(Transferred to City of Whittier)	<u>-198.25</u>	<u>-0.10031</u>
	0.00	0.00000
Gilkerson, Frank B. (Formerly part of Covell, et al.) (Transferred interest in Covell, et al. to Jobe, Darr)	--	--
Glendora Unified High School District (Transferred to City of Glendora)	99.00 <u>-99.00</u> 0.00	0.05009 <u>-0.05009</u> 0.00000

PUMPER	PRESCRIPTIVE PUMPING RIGHT ACRE-FEET	PUMPER'S SHARE %
Goedert, Lillian E. (See Covell, et al.) (Successor to Covell, et al.) (Transferred to Covina Irrigating Co.)	9.26 <u>-7.00</u> 2.26	0.00468 <u>0.00354</u> 0.00114
Goedert, Marion W. (See Covell, et al.)	--	--
Graham, William (Formerly part of Covell, et al.) (Transferred interest in Covell, et al. to Jobe, Darr)	--	--
Graveline, George Wayne and Alexis June, Trust (Successor to: South Covina Water Service) Garnier, Camille A., Deceased, Estate of Garnier, Janus) (Transferred to California Domestic Water Co.)	203.00 8.30 5.30 <u>-216.60</u> 0.00	0.10271 0.00420 0.00268 <u>-0.10959</u> 0.00000
Green, Walter	71.70	0.03628
Grizzle, Lissa B. (Held in common with Grizzle, Mervin A.; Wilson, Harold R.; Wilson, Sarah C.) (Transferred to City of Whittier)	184.00 <u>-184.00</u> 0.00	0.09310 <u>-0.09310</u> 0.00000
Grizzle, Mervin A. (See Grizzle, Lissa B.)	--	--
Hansen, Alice	0.75	0.00038
Hanson Aggregates West, Inc. (Successor to: Livingston-Graham, Inc. Sully-Miller Contracting Company)	1,824.40 <u>489.77</u> 2,314.17	0.92312 <u>0.24782</u> 1.17094

PUMPER	PRESCRIPTIVE PUMPING RIGHT ACRE-FEET	PUMPER'S SHARE %
Hartley, David	0	0
Hauch, Edward (See Fisher, Russell)	--	--
Hemlock Mutual Water Company	166.00	0.08399
Hollenbeck Street Water Company (Transferred to Suburban Water Systems)	646.39 <u>-646.39</u> 0.00	0.32706 <u>-0.32706</u> 0.00000
Hughes Development Corporation (Successor to Base Line Water Company) (Transferred to: San Gabriel County Water District San Gabriel County Water District)	430.20 -400.00 <u>-30.20</u> 0.00	0.21767 -0.20239 <u>-0.01528</u> 0.00000
Hunter, Lloyd F. (Successor to Wade, R.) (Transferred to Covina Irrigating Company)	4.40 <u>-4.40</u> 0.00	0.00223 <u>-0.00223</u> 0.00000
Hydro-Conduit Corporation	0	0
Industry Waterworks System, City of (Successor to Cross Water Company)	1,103.00 <u>1,103.00</u>	0.55810 <u>0.55810</u>
Industry Properties, Ltd. (Successor to A & E Plastik Pak Co., Inc.) (Transferred to California Domestic Water Co.)	73.50 <u>-73.50</u> 0.00	0.03719 <u>-0.03719</u> 0.00000
Irwindale, City of (Successor to United Concrete Pipe Corporation)	376.00 <u>376.00</u>	0.19025 <u>0.19025</u>
J.F. Isbell Estate, Inc. (Transferred to Andrade, Macario and Consuelo; and Andrade, Robert and Jayne)	8.36 <u>-8.36</u> 0.00	0.00423 <u>-0.00423</u> 0.00000

PUMPER	PRESCRIPTIVE PUMPING RIGHT ACRE-FEET	PUMPER'S SHARE %
Jerris, Helen (See Polopolus, et al)	--	--
Jobe, Darr (Formerly part of Covell, et al.) (Successor to: Gilkerson, Frank B. interest in Covell, et al. Graham, William interest in Covell, et al.) (Transferred interest in Covell et al. to Tate, Phillip G. and Sieglinde A.)	--	--
Kirklen Family Trust (Formerly Kirklen, Dawn L.) (Held in common with Kirklen, William R.) (Successor to San Dimas-La Verne Recreational Facilities Authority)	375.00	0.18974
	<u>62.50</u>	<u>0.03162</u>
	437.50	0.22136
Kirklen, Dawn L. (See Kirklen Family Trust)	--	--
Kirklen, William R. (See Kirklen, Dawn L.)	--	--
Kiyan Farms (Formerly Kiyan, Hideo) (Transferred to West Covina Venture, Ltd.)	30.00	0.01518
	<u>-30.00</u>	<u>-0.01518</u>
	0.00	0.00000
Kiyan, Hideo (See Kiyan Farms) (Held in common with Kiyan, Hiro)	--	--
Kiyan, Hiro (See Kiyan, Hideo)	--	--
Knight, Kathryn M. (Successor to Knight, William R.)	<u>227.88</u>	<u>0.11530</u>
	227.88	0.11530

PUMPER	PRESCRIPTIVE PUMPING RIGHT ACRE-FEET	PUMPER'S SHARE %
Knight, William R.	227.88	0.11530
(Transferred to Knight, Kathryn M.)	<u>-227.88</u>	<u>-0.11530</u>
	0.00	0.00000
Lakin, Kelly R.		
(See Covell, et al.)		
(Successor to Covell, et al.)	9.26	0.00468
(Transferred to:		
Covina Irrigating Co.	-6.03	-0.00305
Covina Irrigating Co.	<u>-3.23</u>	<u>-0.00163</u>
	0.00	0.00000
Lakin, Kendall R.	--	--
(See Covell, et al.)		
Landeros, John	0.75	0.00038
La Grande Source Water Company	0	0
(Transferred to Suburban Water Systems)		
Lang, Frank	0	0
(Transferred to San Dimas-La Verne Recreational Facilities Authority)		
La Puente Cooperative Water Company	1,210.90	0.61270
(Transferred to Suburban Water Systems)	<u>-1,210.90</u>	<u>-0.61270</u>
	0.00	0.00000
La Puente Valley County Water District	1,097.00	0.55507
(Successor to El Encanto Properties)	<u>33.40</u>	<u>0.01690</u>
	1,130.40	0.57197
La Verne, City of	250.00	0.12650
(Successor to Fruit Street Water Co.)	105.71	0.05349
(Transferred to Covina Irrigating Co.)	<u>-355.71</u>	<u>-0.17999</u>
	0.00	0.00000
Lee, Paul M. and Ruth A.;	0	0
Nasmyth, Virginia; Nasmyth, John		

PUMPER	PRESCRIPTIVE PUMPING RIGHT ACRE-FEET	PUMPER'S SHARE %
Little John Dairy	0	0
Livingston-Graham, Inc.	1,824.40	0.92312
(Transferred to Hanson Aggregates West, Inc.)	<u>-1,824.40</u>	<u>-0.92312</u>
	0.00	0.00000
Los Flores Mutual Water Company	26.60	0.01346
(Transferred to City of Monterey Park)	<u>-26.60</u>	<u>-0.01346</u>
	0.00	0.00000
Loucks, David	3.00	0.00152
Lovelady, June G., Trustee		
(Successor to White, June G., Trustee of the June G. White Share of the Garnier Trust)	<u>185.50</u>	<u>0.09386</u>
	185.50	0.09386
Manning Bros. Rock & Sand Co.	328.00	0.16596
(Transferred to Conrock Company)	<u>-328.00</u>	<u>-0.16596</u>
	0.00	0.00000
Maple Water Company	118.50	0.05996
(Transferred to Southwest Water Co.)	<u>-118.50</u>	<u>-0.05996</u>
	0.00	0.00000
Martinez, Frances Mercy	0.75	0.00038
(Held in common with Martinez, Jaime)		
Martinez, Jaime	--	--
(See Martinez, Frances Mercy)		
Massey-Ferguson Company	0	0
McIntyre, William		
(Successor to West Covina Venture, Ltd.)	30.00	0.01518
(Transferred to Canyon Water Company)	<u>-1.00</u>	<u>-0.00051</u>
	29.00	0.01467

PUMPER	PRESCRIPTIVE PUMPING RIGHT ACRE-FEET	PUMPER'S SHARE %
Miller Brewing Company	111.01	0.05617
(Successor to:		
Maechtlen, Estate of J.J.	151.50	0.07666
Phillips, Alice B., et al.	50.00	0.02530
South Covina Water Company	300.00	0.15180
Woodland Farms, Inc.	919.50	0.46526
Woodland, Richard)	<u>840.50</u>	<u>0.42528</u>
	2,372.51	1.20047
Mission Gardens Mutual Water Company	96.96	0.04906
(Transferred to Gifford, Brooks, Jr.)	<u>-96.96</u>	<u>-0.04906</u>
	0.00	0.00000
Modern Accent Corporation		
(Successor to Crocker National Bank, Executor of the Estate of A. V. Handorf)	256.86	0.12997
(Transferred to California Domestic Water Co.)	<u>-256.86</u>	<u>-0.12997</u>
	0.00	0.00000
Monterey Park, City of	6,677.48	3.37870
(Successor to Los Flores Mutual Water Co.)	<u>26.60</u>	<u>0.01346</u>
	6,704.08	3.39216
Murphy Ranch Mutual Water Company	223.23	0.11295
(Transferred to Southwest Suburban Water)	<u>-223.23</u>	<u>-0.11295</u>
	0.00	0.00000
Namimatsu Farms	196.00	0.09917
(Transferred to California Cities Water Company)	<u>-196.00</u>	<u>-0.09917</u>
	0.00	0.00000
Nick Tomovich & Sons	0.02	0.00001
Nicholson Trust		
(Successor to Beverly Acres Mutual Water Users' Association)	43.00	0.02176
(Transferred to:		
Nicholson Family Trust	-7.00	-0.00354
Nicholson Trust, Helene S.)	<u>-12.00</u>	<u>-0.00607</u>
	24.00	0.01215

PUMPER	PRESCRIPTIVE PUMPING RIGHT ACRE-FEET	PUMPER'S SHARE %
Nicholson Family Trust (Successor to Nicholson Trust)	<u>7.00</u> 7.00	<u>0.00354</u> 0.00354
Nicholson Trust, Helene S. (Successor to Nicholson Trust)	<u>12.00</u> 12.00	<u>0.00607</u> 0.00607
New Owl Rock Products (Successor to Owl Rock Products Co.) (Transferred to Robertson's Ready Mix, Ltd.)	715.60 <u>-715.60</u> 0.00	0.36208 <u>-0.36208</u> 0.00000
No. 17 Walnut Place Mutual Water Co. (Transferred to San Gabriel Valley Water Co.)	21.50 <u>-21.50</u> 0.00	0.01088 <u>-0.01088</u> 0.00000
Orange Production Credit Association	0	0
Owl Rock Products Co. (Transferred to New Owl Rock Products Co.)	715.60 <u>-715.60</u> 0.00	0.36208 <u>-0.36208</u> 0.00000
Pacific Rock & Gravel Co. (Transferred to: City of Whittier, Rose Hills Memorial Park Association)	408.00 -208.00 <u>-200.00</u> 0.00	0.20644 -0.10524 <u>-0.10120</u> 0.00000
Park Water Company (Transferred to Valley County Water District)	184.01 <u>-184.01</u> 0.00	0.09311 <u>-0.09311</u> 0.00000
Parton Family Trust (Successor to Via, H., Trust of)	46.20 46.20	0.02338 0.02338
Penn, Margaret (See Polopolus, et al.)	--	--
Pico County Water District	0.75	0.00038

PUMPER	PRESCRIPTIVE PUMPING RIGHT ACRE-FEET	PUMPER'S SHARE %
Polopolus, John (See Polopolus, et al.)	--	--
Polopolus, et al. (Successor to Polopolus, Steve)	<u>22.50</u>	<u>0.01138</u>
(Held in common with Chronis, Christine; Jerris, Helen; Penn, Margaret; & Polopolus, John)	22.50	0.01138
Polopolus, Steve	22.50	0.01138
(Transferred to Polopolus, et al.)	<u>-22.50</u>	<u>-0.01138</u>
	0.00	0.00000
Rados, Alexander	43.00	0.02176
(Held in common with Rados, Stephen and Rados, Walter)		
Rados, Stephen	--	--
(See Rados, Alexander)		
Rados, Walter	--	--
(See Rados, Alexander)		
Richwood Mutual Water Company	192.60	0.09745
(Transferred to San Gabriel Valley Water Company)	<u>-192.60</u>	<u>-0.09745</u>
	0.00	0.00000
Rincon Ditch Company	628.00	0.31776
(Transferred to Workman Mill Investment Company)	<u>-628.00</u>	<u>-0.31776</u>
	0.00	0.00000
Rincon Irrigation Company	314.00	0.15888
(Transferred to Workman Mill Investment Company)	<u>-314.00</u>	<u>-0.15888</u>
	0.00	0.00000
Rio Hondo Memorial Foundation, The (Formerly Rose Hills Foundation, The) (See Rose Hills Foundation, The)	--	--
Rittenhouse, Catherine (Transferred to Covell, Ralph)	0	0

PUMPER	PRESCRIPTIVE PUMPING RIGHT ACRE-FEET	PUMPER'S SHARE %
Rittenhouse, James (Transferred to Covell, Ralph)	0	0
Robertson's Ready Mix, Ltd. (Successor to New Owl Rock Products) (Transferred to San Gabriel County Water District)	715.60 <u>-715.60</u> 0.00	0.36208 <u>0.36208</u> 0.00000
Rose Hills Memorial Park Association (See Rose Hills Foundation, The)	--	--
Rose Hills Foundation, The (Formerly Rose Hills Memorial Park Association) (See Rio Hondo Memorial Foundation, The) (Formerly Rio Hondo Memorial Foundation, The) (Successor to Pacific Rock & Gravel Co.) (Transferred to: Workman Mill Investment Co. Workman Mill Investment Co.)	594.00 200.00 -594.00 <u>-200.00</u> 0.00	0.30055 0.10120 -0.30055 <u>-0.10120</u> 0.00000
Rosemead Development, Ltd. (Successor to Thompson, Earl W.)	<u>1.00</u> 1.00	<u>0.00051</u> 0.00051
Rurban Homes Mutual Water Company	217.76	0.11018
Ruth, Roy	0.75	0.00038
San Dimas Golf Inc. DBA Via Verde County Club	0	0
San Dimas-La Verne Recreational Facilities Authority (Successor to Lang, Frank) (Transferred to Kirklen, Dawn L. and William R.)	62.50 <u>-62.50</u> 0.00	0.03162 <u>-0.03162</u> 0.00000
San Gabriel Country Club	286.10	0.14476

PUMPER	PRESCRIPTIVE PUMPING RIGHT ACRE-FEET	PUMPER'S SHARE %
San Gabriel County Water District	4,250.00	2.15044
(Successor to:		
Hughes Development Corporation	400.00	0.20239
Hughes Development Corporation	30.00	0.01528
Robertson's Ready Mix, Ltd.)	<u>715.60</u>	<u>0.36208</u>
	5,395.80	2.73019
San Gabriel Valley Municipal Water District	0	0
San Gabriel Valley Water Company	16,659.00	8.42920
(Successor to:		
Vallecito Water Co.	2,867.00	1.45066
No. 17 and Walnut Place Mutual Water Co.	21.50	0.01088
Cedar Avenue Mutual Water Company	121.10	0.06127
Beverly Acres Mutual Water Company	50.00	0.02530
Richwood Mutual Water Company)	<u>192.60</u>	<u>0.09745</u>
	19,911.20	10.07476
Sawpit Farms, Limited	173.00	0.08754
(Transferred to:		
Eckis, Rollin	-123.00	-0.06224
Doyle and Madruga)	<u>-50.00</u>	<u>-0.02530</u>
	0.00	0.00000
Schneiderman, Alan	--	--
(See Birenbaum, Max)		
Schneiderman, Lydia	--	--
(See Birenbaum, Max)		
Security Pacific National Bank	38.70	0.01958
Co-Trustee for the Estate of Winston F. Stody		
(See Stody, Virginia A.)		
(Transferred to City of Whittier)	<u>-38.70</u>	<u>-0.01958</u>
	0.00	0.00000
Sierra La Verne Country Club	0	0
Sierra Madre, City of	0	0

PUMPER	PRESCRIPTIVE PUMPING RIGHT ACRE-FEET	PUMPER'S SHARE %
Sloan Ranches	129.60	0.06558
(Transferred to Cadway, Inc.)	<u>-129.60</u>	<u>-0.06558</u>
	0.00	0.00000
Smith, Charles	0	0
Snyder, Esther		
(Successor to Covell, et al.)	18.51	0.00937
(Transferred to Azusa Associates, LLC)	<u>-18.51</u>	<u>-0.00937</u>
	0.00	0.00000
Snyder, Harry	--	--
(See Covell, et al.)		
Sonoco Products Company	311.60	0.15766
South Covina Water Service	992.30	0.50209
(Transferred to:		
Miller Brewing Company	-300.00	-0.15180
The Anton C. and Anita Garnier Family Trust	-203.00	-0.10271
The George Wayne and Alexis June Graveline Trust	-203.00	-0.10271
The Estate of Camille A. Garnier, Deceased	- 83.30	-0.04215
Garnier, Janus)	<u>-203.00</u>	<u>-0.10272</u>
	0.00	0.00000
Southdown, Inc.	--	--
(Formerly AZ-Two, Inc.)		
Southern California Edison Company	155.25	0.07855
(Successor to Associated Southern Investment Co.)	<u>16.50</u>	<u>0.00835</u>
	171.75	0.08690
Southern California Water Company, San Gabriel Valley District	5,773.00	2.92105
South Pasadena, City of	3,567.70	1.80520
Southwest Suburban Water	--	--
(See Suburban Water Systems)		

PUMPER	PRESCRIPTIVE PUMPING RIGHT ACRE-FEET	PUMPER'S SHARE %
Southwest Water Company (Successor to Maple Water Company)	<u>118.50</u> 118.50	0.05996 0.05996
Southwestern Portland Cement Company (Successor to Azusa Western, Inc.) (Transferred to American Sheds, Inc.)	742.00 <u>-742.00</u> 0.00	0.37544 <u>-0.37544</u> 0.00000
Speedway 605, Inc.	0	0
Standard Oil Company of California (See Chevron, USA, Inc.)	--	--
Sterling Mutual Water Company	120.00	0.06072
Stoody, Virginia A., Co-Trustee for the Estate of Winston F. Stoody (See Security Pacific National Bank, Co-Trustee)	--	--
Suburban Water Systems (Formerly Southwest Suburban Water) (Successor to: Hollenbeck Street Water Company La Grande Source Water Company La Puente Cooperative Water Co. Valencia Valley Water Company Victoria Mutual Water Company, Cal Fin Murphy Ranch Mutual Water Co.)	20,462.47 646.39 1,078.00 1,210.90 651.50 469.60 118.10 <u>223.23</u> 24,860.19	10.35370 0.32706 0.54545 0.61270 0.32965 0.23761 0.05976 <u>0.11295</u> 12.57888
Sully-Miller Contracting Company (Successor to Blue Diamond Concrete Materials Division of The Flintkote Co.) (Transferred to: United Rock Products Corp. Hanson Aggregates West, Inc.)	1,399.33 -909.56 <u>-489.77</u> 0.00	0.70804 0.46022 <u>-0.24782</u> 0.00000

PUMPER	PRESCRIPTIVE PUMPING RIGHT ACRE-FEET	PUMPER'S SHARE %
Sunny Slope Water Company	2,228.72	1.12770
Tate, Phillip G. and Sieglinde A. (See Covell, et al.) (Successor to Jobe, Darr interest in Covell, et al.) (Successor to Covell, et al.)	57.83	0.02926
Taylor Herb Garden (Transferred to Covina Irrigating Company)	6.00 <u>-6.00</u> 0.00	0.00304 <u>-0.00304</u> 0.00000
Texaco, Inc.	50.00	0.02530
Thompson, Earl W. (Held in common with Thompson, Mary) (Transferred to Rosemead Development, Ltd.)	1.00 <u>-1.00</u> 0.00	0.00051 <u>-0.00051</u> 0.00000
Thompson, Mary (See Thompson, Earl W.)	--	--
Tyler Nursery	3.21	0.00162
United Concrete Pipe Corporation (Transferred to City of Irwindale)	376.00 <u>-376.00</u> 0.00	0.19025 <u>-0.19025</u> 0.00000
United Rock Products Corporation (Successor to Sully-Miller Contracting Co.)	<u>909.56</u> 909.56	<u>0.46002</u> 0.46002
USA Waste of California, Inc. (Successor to American Sheds, Inc.)	<u>742.00</u> 742.00	<u>0.37544</u> 0.37544
U.S. Pipe & Foundry Company (See United Concrete Pip Corporation)		
Valencia Heights Water Company	861.00	0.43565

PUMPER	PRESCRIPTIVE PUMPING RIGHT ACRE-FEET	PUMPER'S SHARE %
Valencia Valley Water Company (Transferred to Suburban Water Systems)	651.50 <u>-651.50</u> 0.00	0.32965 <u>-0.32965</u> 0.00000
Vallecito Water Company (Transferred to San Gabriel Valley Water Company)	2,867.00 <u>-2,867.00</u> 0.00	1.45066 <u>-1.45066</u> 0.00000
Valley County Water District (Formerly Baldwin Park County Water District) (Successor to Park Water Company)	5,775.00 <u>184.01</u> 5,959.01	2.92206 <u>0.09311</u> 3.01517
Valley Crating Company	0	0
Valley View Mutual Water Company	616.00	0.31169
Via, H. (See Via, H., Trust of)	--	--
Via, H., Trust of (Successor to Via, H.) (Transferred to Parton Family Trust)	46.20 <u>-46.20</u> 0.00	0.02338 <u>-0.02338</u> 0.00000
Victoria Mutual Water Company (Transferred to Suburban Water Systems)	469.60 <u>-469.60</u> 0.00	0.23761 <u>-0.23761</u> 0.00000
Wade, R. (Transferred to Hunter, Lloyd F.)	4.40 <u>-4.40</u> 0.00	0.00223 <u>-0.00223</u> 0.00000
Ward Duck Company (See Woodland Farms, Inc.)	--	--
Warren, Clyde (See Fisher, Russell)	--	--
W.E. Hall Company	0.20	0.00010

PUMPER	PRESCRIPTIVE PUMPING RIGHT ACRE-FEET	PUMPER'S SHARE %
West Covina Venture, Ltd.		
(Successor to Kiyon Farms)	30.00	0.01518
(Transferred to McIntyre, William)	<u>-30.00</u>	<u>-0.01518</u>
	0.00	0.00000
White, June G., Trustee of the June G. White Share of the Garnier Trust		
(Successor to Denton, Kathryn W., Trustee for the San Jose Ranch Company)	185.50	0.09386
(Transferred to Lovelady, June G., Trustee)	<u>-185.50</u>	<u>-0.09386</u>
	0.00	0.00000
Whittier, City of	7,620.23	3.85572
(Successor to:		
Grizzle, Lissa B.	184.00	0.09310
Pacific Rock and Gravel Co.	208.00	0.10524
Security Pacific National Bank		
Co-Trustee for the Estate of Winston F. Stoody	38.70	0.01958
El Monte Union High School District	16.20	0.00820
Gifford, Brooks, Jr.	198.25	0.10031
Birenbaum, Max)	<u>6.00</u>	<u>0.00304</u>
	8,271.38	4.18519
Wigodsky, Bernard	--	--
(See Birenbaum, Max)		
Wigodsky, Estera	--	--
(See Birenbaum, Max)		
Wilmott, Erma M.	0.75	0.00038
(Formerly Comby, Erma M.)		
Wilson, Harold R.	--	--
(See Grizzle, Lissa B.)		
Wilson, Sarah C.	--	--
(See Grizzle, Lissa B.)		
Woodland Farms, Inc.	--	--
(See 6W Farms, Inc.)		
(Formerly Ward Duck Company)		

PUMPER	PRESCRIPTIVE PUMPING RIGHT ACRE-FEET	PUMPER'S SHARE %
Woodland, Frederick G.	--	--
Woodland, Richard (Successor to Bahnsen and Beckman Industries, Inc.) (Transferred to Miller Brewing Company)	840.50 <u>-840.50</u> 0.00	0.42528 <u>-0.42528</u> 0.00000
Workman Mill Investment Company (Successor to: Rincon Ditch Company Rincon Irrigation Company Rose Hills Memorial Park Association Rose Hills Foundation, The)	628.00 314.00 594.00 <u>200.00</u> 1,736.00	0.31776 0.15888 0.30055 <u>0.10120</u> 0.87839
Totals for Exhibit "D"	155,402.31	78.63119
Totals for Exhibit "E"	42,232.12	21.36881
<u>GRAND TOTALS</u>	<u>197,634.43</u>	<u>100.00000</u>

EXHIBIT "E"

**TABLE SHOWING PRODUCTION
RIGHT OF EACH INTEGRATED PRODUCER
AS OF NOVEMBER 2000**

INTEGRATED PRODUCER	DIVERSION COMPONENT ACRE-FEET	PRESCRIPTIVE PUMPING COMPONENT ACRE-FEET	PUMPING COMPONENT SHARE %
Azusa Agricultural Water Company	1,000.00	1,732.20	0.87647
(Transferred to Azusa Valley Water Co.)	<u>-830.00</u>	<u>-1,437.73</u>	<u>-0.72747</u>
	170.00	294.47	0.14900
Azusa Foot-Hill Citrus Water Company	718.50	0.00	0.00000
(Transferred to Monrovia Nursery Company)	<u>-718.50</u>	<u>-0.00</u>	<u>-0.00000</u>
	0.00	0.00	0.00000
Azusa Valley Water Company	2,422.00	8,274.00	4.18652
(Successor to: Azusa Agricultural Water Co.)	<u>830.00</u>	<u>1,437.73</u>	<u>0.72747</u>
	3,252.00	9,711.72	4.91399
California-American Water Company	1,672.00	3,649.00	1.84634
(Duarte System)			
California Cities Water Company	--	--	--
(See Southern California Water Company, San Dimas District)			
Covina Irrigating Company	2,514.00	4,140.00	2.09478
(Successor to:			
City of Covina		1,734.00	0.87737
City of Covina		300.00	0.15179
Taylor Herb Garden		6.00	0.00304
La Verne, City of		355.71	0.17999
Davidson Optronics, Inc.		22.00	0.01113
Goedert, Lillian		7.00	0.00354
Lakin, Kelly R.		6.03	0.00305
Hunter, Lloyd F.		4.40	0.00223
Lakin, Kelly R.		<u>3.23</u>	<u>0.00163</u>
	2,514.00	6,578.37	3.32855

INTEGRATED PRODUCER	DIVERSION COMPONENT ACRE-FEET	PRESCRIPTIVE PUMPING COMPONENT ACRE-FEET	PUMPING COMPONENT SHARE %
Glendora, City of	17.00	8,258.00	4.17842
(Successor to:			
Maechtlen, Estate of J. J.		150.00	0.07590
Maechtlen, Trust of P.A.		50.00	0.02530
Ruebhausen, Arline	18.34		
Glendora Unified High School District)		99.00	0.05009
	<u>35.34</u>	<u>8,557.00</u>	<u>4.32971</u>
Los Angeles, County of	310.00	3,721.30	1.88292
Maechtlen, Estate of J.J.	0	301.50	0.15256
(Transferred to:			
City of Glendora		-150.00	-0.07590
Miller Brewing Company		-151.50	-0.07666
	<u>0</u>	<u>0.00</u>	<u>0.00000</u>
Maechtlen, Trust of J.J	1.49	0.00	0.00000
(Transferred to Otting, David;			
Otting, Larry; and Webster, Scott)	-1.49	0.00	0.00000
(Successor to Otting, David:			
Otting, Larry; and Webster, Scott)	1.49	0.00	0.00000
(Transferred to Nikowitz, et al.)	-1.49	0.00	0.00000
	<u>0.00</u>	<u>0.00</u>	<u>0.00000</u>
Maechtlen, Trust of P.A.	0.50	100.50	0.05085
(Transferred to:			
City of Glendora		50.00	-0.02530
Alice B. Phillips, et al.)	-0.50	-50.50	-0.02555
	<u>0.00</u>	<u>0.00</u>	<u>0.00000</u>
The Metropolitan Water District of Southern California	9.59	165.00	0.08349
Monrovia, City of	1,098.00	5,042.22	2.55129
(Successor to:			
Eckis, Rollin		123.00	0.06224
Arcadia, City of)		951.00	0.48119
	<u>1,098.00</u>	<u>6,116.22</u>	<u>3.09472</u>

Exhibit "E"

INTEGRATED PRODUCER	DIVERSION COMPONENT ACRE-FEET	PRESCRIPTIVE PUMPING COMPONENT ACRE-FEET	PUMPING COMPONENT SHARE %
Monrovia Nursery Company	239.50	0.00	0.00000
(Successor to Azusa Foot-Hill Citrus Co.)	<u>718.50</u>	<u>0.00</u>	<u>0.00000</u>
	958.00	0.00	0.00000
Nikowitz, et al.			
(Successor to Maechtlen, Trust of J.J.)	1.49	0.00	0.00000
(Held in common with Nikowitz, Sheryl M. and Walter P.; Pellegrino, Mark and Roxanne; Verdegem, Thomas and Sandra B.)	<u>1.49</u>	<u>0.00</u>	<u>0.00000</u>
Otting, David; Otting, Larry and Webster, Scott			
(Successor to Maechtlen, Trust of J.J.)	1.49	0.00	0.00000
(Transferred to Maechtlen, Trust of J.J.)	<u>-1.49</u>	<u>-0.00</u>	<u>-0.00000</u>
	0.00	0.00	0.00000
Phillips, Alice B., et al.			
(Successor to Trust of P.A. Maechtlen)	0.50	50.50	0.02555
(Transferred to Miller Brewing Company)	<u>0.50</u>	<u>-50.00</u>	<u>-0.02530</u>
	0.50	0.50	0.00025
Southern California Water Company, San Dimas District	500.00	3,242.53	1.64067
(Formerly California Cities Water Company)			
(Successor to Namimatsu Farms)	<u>500.00</u>	<u>196.00</u>	<u>0.09917</u>
	500.00	3,438.53	1.73984
TOTAL for Exhibit "E"	10,520.92	42,232.12	21.36881

EXHIBIT "F"

**TABLE SHOWING
SPECIAL CATEGORY RIGHTS**

PARTY

NATURE OF RIGHT

The Metropolitan Water District
of Southern California

- (a) Morris Reservoir Storage and Withdrawal
A right to divert, store and use San Gabriel
River Water, pursuant to Permit No.
7174.
- (b) Prior and paramount right to divert 72
acre-feet annually to offset Morris
Reservoir evaporation and seepage
losses and to provide the water supply
necessary for presently existing
incidental Morris Dam facilities.

Los Angeles County Flood
Control District (now Los Angeles
County Department of Public Works)

Puddingstone Reservoir
Prior Prescriptive right to divert
water from San Dimas Wash for storage in
Puddingstone Reservoir in quantities
sufficient to offset annual evaporation
and seepage losses of the reservoir at
approximate elevation 942.

EXHIBIT "G"

**TABLE SHOWING
NON-CONSUMPTIVE USERS**

<u>PARTY</u>	<u>NATURE OF RIGHT</u>
Covina Irrigating Company Azusa Valley Water Company Azusa Agricultural Water Co. Azusa Foot-Hill Citrus Co. Monrovia Nursery	<u>"Committee-of-Nine" Spreading Right</u> To continue to divert water from the San Gabriel River pursuant to the 1888 Settlement, and to spread in spreading grounds within the Basin all water thus diverted without the right to recapture water in excess of said parties' rights as adjudicated in exhibit "E".
California-American Water Company (Duarte System)	<u>Spreading Right</u> To continue to divert water from the San Gabriel River pursuant to the 1888 Settlement, and to continue to divert water from Fish Canyon and to spread said waters in its spreading grounds in the Basin without the right to recapture water in excess of said party's rights as adjudicated in Exhibit "E".
City of Glendora	<u>Spreading Right</u> To continue to spread the water of Big and Little Dalton Washes, pursuant to License No. 2592 without the right to recapture water in excess of said party's rights as adjudicated in Exhibit "E".
San Gabriel Valley Protective Association	<u>Spreading Right</u> To continue to spread San Gabriel River water pursuant to License Nos. 9991 and 12,209, without the right to recapture said water.
California Cities Water Company	<u>Spreading Right</u> To continue to spread waters from San Dimas Wash without the right to recapture water in excess of said party's rights as adjudicated in Exhibit "E".
Los Angeles County Flood Control District	<u>Temporary storage</u> of storm flow for regulatory purposes; <u>Spreading</u> and conservation for general benefit in streambeds, reservoirs and spreading grounds without the right to recapture said water. <u>Maintenance and operation</u> of dams and other flood control works.

EXHIBIT "H"
WATERMASTER OPERATING CRITERIA

1. **Basin Storage Capacity.** The highest water level at the end of a water year during the past 40 years was reached at the Key Well on September 30, 1944 (elevation 316). The State of California, Department of Water Resources, estimates that as of that date, the quantity of fresh water in storage in the Basin was approximately 8,600,000 acre-feet. It is also estimated by said Department that by September 30, 1960, the quantity of fresh water in storage had decreased to approximately 7,900,000 acre-feet (elevation 237 at the Key Well).

The lowest water level at the end of a water year during the past 40 years was reached at the Key Well on September 30, 1965 (elevation 209). It is estimated that the quantity of fresh water in storage in the Basin on that date was approximately 7,700,000 acre-feet.

Thus, the maximum utilization of Basin storage was approximately 900,000 acre-feet, occurring between September 30, 1944, and September 30, 1965 (between elevations 316 and 209 at the Key Well). This is not to say that more than 900,000 acre-feet of storage space below the September 30, 1944 water levels cannot be utilized. However, it demonstrates that pumpers have deepened their wells and lowered their pumps so that such 900,000 acre-feet of storage can be safely and economically utilized.

The storage capacity of the Basin between elevations of 200 and 250 at the Key Well represents a usable volume of approximately 400,000 acre-feet of water.

2. **Operating Safe Yield and Spreading.** Watermaster in determining Operating Safe Yield and the importation of Replacement Water shall be guided by water level elevations in the Basin. He shall give recognition to, and base his operations on, the following general objectives insofar as practicable:

- (a) The replenishment of ground water from sources of supplemental water should not cause excessively high levels of ground water and such replenishment should not cause undue waste of local water supplies.
- (b) Certain areas within the Basin are not at the present time capable of being recharged with supplemental water. Efforts should be made to provide protection to such areas

from excessive ground water lowering either through the “in lieu” provisions of the Judgment or by other means.

- (c) Watermaster shall consider and evaluate the long-term consequences on ground water quality, as well as quantity, in determining and establishing Operating Safe Yield. Recognition shall be given to the enhancement of ground water quality insofar as practicable, especially in the area immediately upstream of Whittier Narrows where degradation of water quality may occur when water levels at the Key Well are maintained at or below elevation 200.
- (d) Watermaster shall take into consideration the comparative costs of supplemental and Make-up Water in determining the savings on a present value basis of temporary or permanent lowering or raising of water levels and other economic data and analyses indicating both the short-term and long-term propriety of adjusting Operating Safe Yield in order to derive optimum water levels during any period. Watermaster shall utilize the provisions in the Long Beach Judgment which will result in the least cost of delivering Make-up Water.

3. **Replacement Water -- Sources and Recharge Criteria.** The following criteria shall control purchase of Replacement Water and Recharge of the Basin by Watermaster.

- (a) **Responsible Agency From Which to Purchase.** Watermaster, in determining the Responsible Agency from which to purchase supplemental water for replacement purposes, shall be governed by the following:

- (1) **Place of Use of Water** which is used primarily within the Basin or by cities within San Gabriel District in areas within or outside the Basin shall control in determining the Responsible Agency. For purposes of this subparagraph, water supplied through a municipal water system which lies chiefly within the Basin shall be deemed entirely used within the Basin; and
- (2) **Place of production of water** shall control in determining the Responsible Agency as to water exported from the Basin, except as to use within San Gabriel District.

Any Responsible Agency may, at the request of Watermaster, waive its right to act as the source for such supplemental water, in which case Watermaster shall be free to purchase such water from the

remaining Responsible Agencies which are the most beneficial and appropriate sources; provided, however, that a Responsible Agency shall not authorize any sale of water in violation of the California Constitution.

(b) **Water Quality.** Watermaster shall purchase the best quality of supplemental water available for replenishment of the Basin, pursuant to subsection (a) hereof.

(c) **Reclaimed Water.** It is recognized that the technology and economic and physical necessity for utilization of reclaimed water is increasing. The purchase of reclaimed water in accordance with the Long Beach Judgment to satisfy the Make-up Obligation is expressly authorized. At the same time, water quality problems involved in the reuse of water within the Basin pose serious questions of increased costs and other problems to the pumpers, their customers and all water users. Accordingly, Watermaster is authorized to gather information, make and review studies, and make recommendations on the feasibility of the use of reclaimed water for replacement purposes; provided that no reclaimed water shall be recharged in the Basin by Watermaster without the prior approval of the court, after notice to all parties and hearing thereon.

4. **Replacement Assessment Rates.** The Replacement Assessment rates shall be in an amount calculated to allow Watermaster to purchase one acre-foot of supplemental water for each acre-foot of excess Production to which such Assessment applies.

EXHIBIT "J"

PUENTE NARROWS AGREEMENT

THIS AGREEMENT is made and entered into as of the 8th day of May, 1972, by and between PUENTE BASIN WATER AGENCY, herein called "Puente Agency", and UPPER SAN GABRIEL VALLEY MUNICIPAL WATER DISTRICT, herein called "Upper District".

A. RECITALS

1. Puente Agency. Puente Agency is a joint powers agency composed of Walnut Valley Water District, herein called "Walnut District", and Rowland Area County Water District, herein called "Rowland District". Puente Agency is formed for the purpose of developing and implementing a ground water basin management program for Puente Basin. Pursuant to said purpose, said Agency is acting as a representative of its member districts and of the water users and water right claimants therein in the defense and maintenance of their water rights within Puente Basin.

2. Upper District. Upper District is a municipal water district overlying a major portion of the Main San Gabriel Basin. Upper District is plaintiff in the San Gabriel Basin Case, wherein it seeks to adjudicate rights and implement a basin management plan for the Main San Gabriel Basin.

3. Puente Basin is a ground water basin tributary to the Main San Gabriel Basin. Said area was included within the scope of the San Gabriel Basin Case and substantially

all water rights claimants within Puente Basin were joined as defendants therein. The surface contribution to the Main San Gabriel Basin from Puente Basin is by way of the paved flood control channel of San Jose Creek, which passes through Puente Basin from the Pomona Valley area. Subsurface outflow is relatively limited and moves from the Puente Basin to the Main San Gabriel Basin through Puente Narrows..

4. Intent of Agreement. Puente Agency is prepared to assure Upper District that no activity within Puente Basin will hereafter be undertaken which will (1) interfere with surface flows in San Jose Creek, or (2) impair the subsurface flow from Puente Basin to the Main San Gabriel Basin. Walnut District and Rowland District, by operation of law and by express assumption endorsed hereon, assume the covenants of this agreement as a joint and several obligation. Based upon such assurances and the covenants hereinafter contained in support thereof, Upper District consents to the dismissal of all Puente Basin parties from the San Gabriel Basin Case. By reason of said dismissals, Puente Agency will be free to formulate a separate water management program for Puente Basin.

B. DEFINITIONS AND EXHIBITS

5. Definitions. As used in this Agreement, the following terms shall have the meanings herein set forth:

(a) Annual or Year refers to the fiscal year July 1 through June 30.

(b) Base Underflow. The underflow through

Exhibit "J"

Puente Narrows which Puente Agency agrees to maintain, and on which accrued debits and credits shall be calculated.

(c) Make-up Payment. Make-up payments shall be an amount of money payable to the Watermaster appointed in the San Gabriel Basin Case, sufficient to allow said Watermaster to purchase replacement water on account of any accumulated deficit as provided in Paragraph 9 hereof.

(d) Puente Narrows. The subsurface geologic constriction at the downstream boundary of Puente Basin, located as shown on Appendix "B".

(e) Main San Gabriel Basin, the ground water basin shown and defined as such in Exhibit "A" to the Judgment in the San Gabriel Basin Case.

(f) San Gabriel Basin Case. Upper San Gabriel Valley Municipal Water District v. City of Alhambra, et al., L. A. Sup. Ct. No. 924128, filed January 2, 1968.

6. Appendices. Attached hereto and by this reference made a part hereof are the following appendices:

"A" -- Location Map of Puente Basin, showing major geographic, geologic, and hydrologic features.

"B" -- Map of Cross-Section Through Puente Narrows, showing major physical features and location of key wells.

Exhibit "J"

"C" -- Engineering Criteria, being a description of a method of measurement of subsurface outflow to be utilized for Watermaster purposes.

C. COVENANTS

7. Watermaster. There is hereby created a two member Watermaster service to which each of the parties to this agreement shall select one consulting engineer. The respective representatives on said Watermaster shall serve at the pleasure of the governing body of each appointing party and each party shall bear its own Watermaster expense.

a. Organization. Watermaster shall perform the duties specified herein on an informal basis, by unanimous agreement. In the event the two representatives are unable to agree upon any finding or decision, they shall select a third member to act, pursuant to the applicable laws of the State of California. Thereafter, until said issue is resolved, said three shall sit formally as a board of arbitration. Upon resolution of the issue in dispute, the third member shall cease to function further.

b. Availability of Information. Each party hereto shall, for itself and its residents and water users, use its best efforts to furnish all appropriate information to the Watermaster in order that the required determination can be made.

Exhibit "J"

c. Cooperation With Other Watermasters. Watermaster hereunder shall cooperate and coordinate activities with the Watermasters appointed in the San Gabriel Basin Case and in Long Beach v. San Gabriel Valley Water Company, et al.

d. Determination of Underflow. Watermaster shall annually determine the amount of underflow from Puente Basin to the San Gabriel Basin, pursuant to Engineering Criteria.

e. Perpetual Accounting. Watermaster shall maintain a perpetual account of accumulated base underflow, accumulated subsurface flow, any deficiencies by reason of interference with surface flows, and the offsetting credit for any make-up payments. Said account shall annually show the accumulated credit or debit in the obligation of Puente Agency to Upper District.

f. Report. Watermaster findings shall be incorporated in a brief written report to be filed with the parties and with the Watermaster in the San Gabriel Basin Case. Said report shall contain a statement of the perpetual account heretofore specified.

8. Base Underflow. On the basis of a study and review of historic underflow from Puente Basin to the Main San Gabriel Basin, adjusted for the effect of the paved flood control channel and other relevant considerations, it is

Exhibit "J"

mutually agreed by the parties that the base underflow is and shall be 580 acre feet per year, calculated pursuant to Engineering Criteria.

9. Puente Agency's Obligation. Puente Agency covenants, agrees and assumes the following obligation hereunder:

a. Noninterference with Surface Flow. Neither Puente Agency nor any persons or entities within the corporate boundaries of Walnut District or Rowland District will divert or otherwise interfere with or utilize natural surface runoff now or hereafter flowing in the storm channel of San Jose Creek; provided, however, that this covenant shall not prevent the use, under Watermaster supervision, of said storm channel by the Puente Agency or Walnut District or Rowland District for transmission within Puente Agency of supplemental or reclaimed water owned by said entities and introduced into said channel solely for transmission purposes. In the event any unauthorized use of surface flow in said channel is made contrary to the covenant herein provided, Puente Agency shall compensate Upper District by utilizing any accumulated credit or by make-up payment in the same manner as is provided for deficiencies in subsurface outflow from Puente Basin.

b. Subsurface Outflow. To the extent that

Exhibit "J"

the accumulated subsurface outflow falls below the accumulated base underflow and the result thereof is an accumulated deficit in the Watermaster's annual accounting, Puente Agency agrees to provide make-up payments during the next year in an amount not less than one-third of the accumulated deficit.

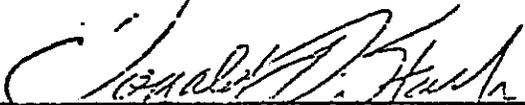
c. Purchase of Reclaimed Water. To the extent that Puente Agency or Walnut District or Rowland District may hereafter purchase reclaimed water from the facilities of Sanitation District 21 of Los Angeles County, such purchaser shall use its best efforts to obtain waters originating within San Gabriel River Watershed.

10. Puente Basin Parties Dismissal. In consideration of the assumption of the obligation hereinabove provided by Puente Agency, Upper District consents to entry of dismissals as to all Puente Basin parties in San Gabriel Basin Case. This agreement shall be submitted for specific approval by the Court and a finding that it shall operate as full satisfaction of any and all claims by the parties within Main San Gabriel Basin against Puente Basin parties by reason of historic surface and subsurface flow.

Exhibit "J"

IN WITNESS WHEREOF the parties hereto have caused
this Agreement to be executed as of the day and date first
above written.

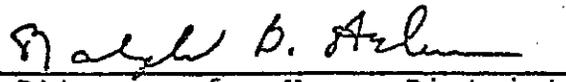
Approved as to form:
CLAYSON, STARK, ROTHROCK & MANN

By 
Attorneys for Puente Agency

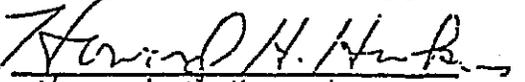
PUENTE BASIN AGENCY

By 
EDMUND M. BIEDERMAN
President

Approved as to form:

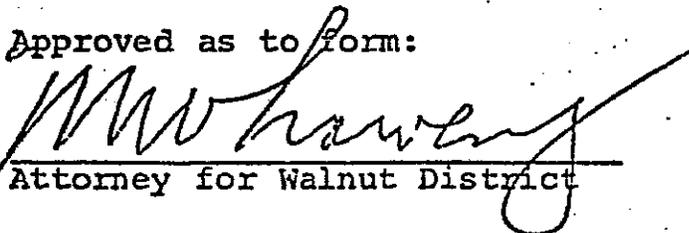
By 
Attorney for Upper District

UPPER SAN GABRIEL VALLEY
MUNICIPAL WATER DISTRICT

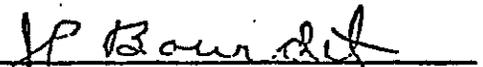
By 
Howard H. Hawkins
President

The foregoing agreement is approved and accepted, and
the same is acknowledged as the joint and several obligation
of the undersigned.

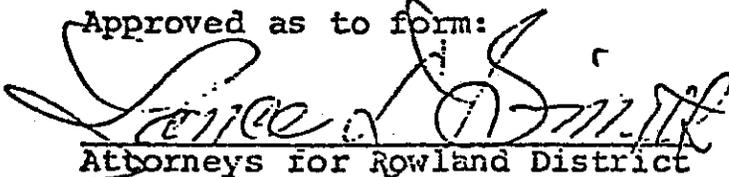
Approved as to form:


Attorney for Walnut District

WALNUT VALLEY WATER DISTRICT

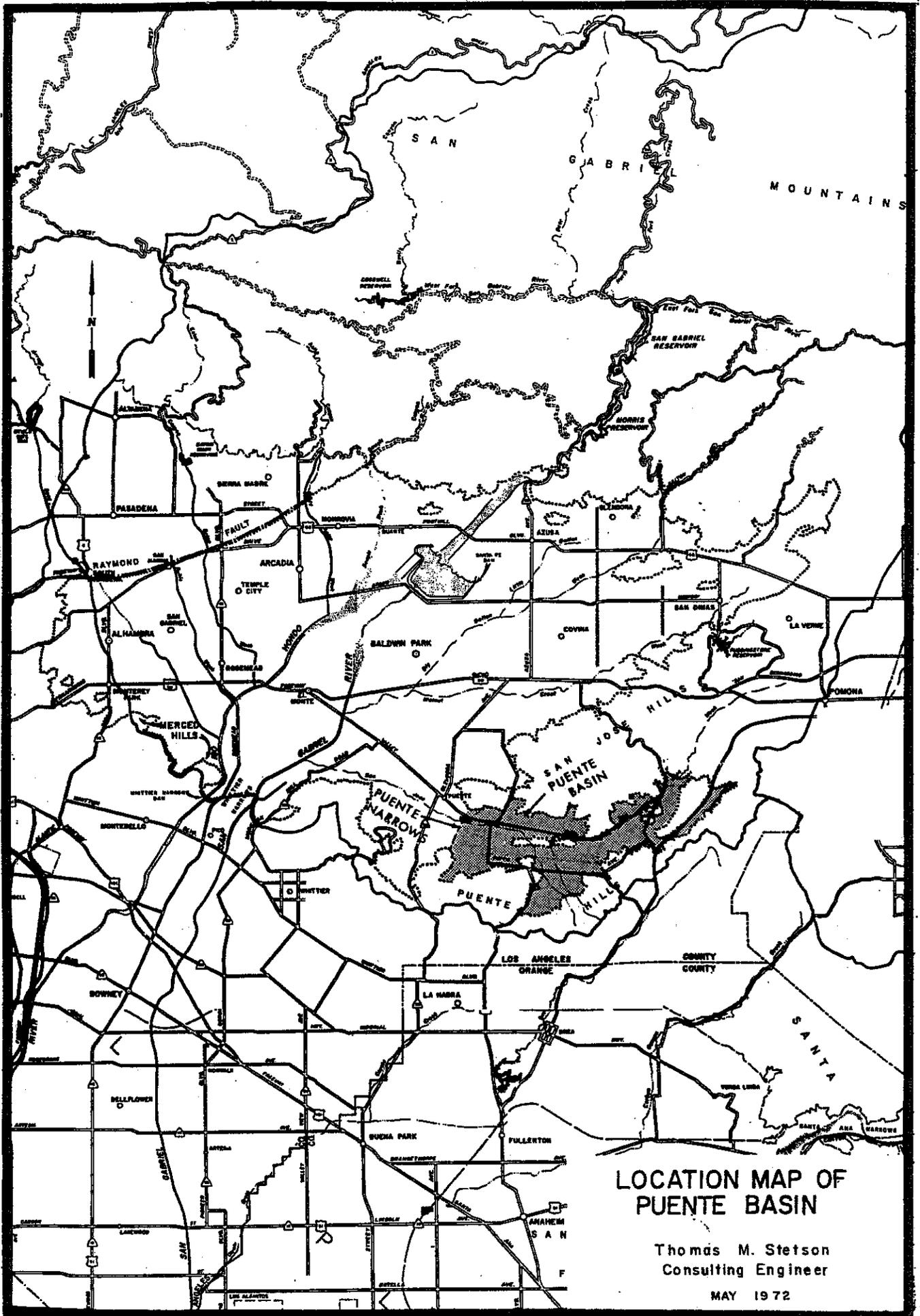
By 
J. P. BOURDET
Vice President

Approved as to form:


Attorneys for Rowland District

ROWLAND AREA COUNTY WATER
DISTRICT

By 
President
Wm. A. Starnes

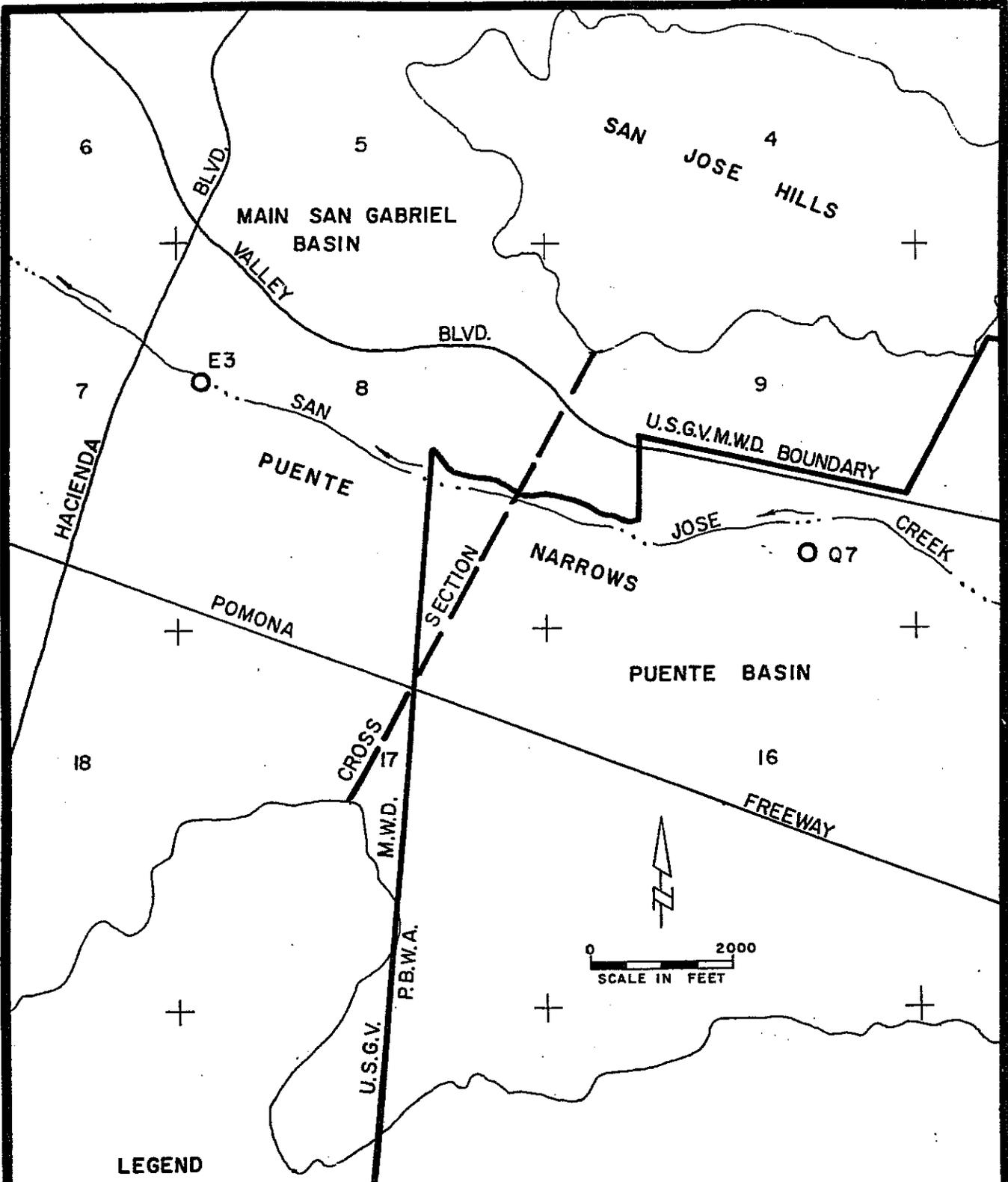


**LOCATION MAP OF
PUENTE BASIN**

Thomas M. Stetson
Consulting Engineer

MAY 1972

**APPENDIX "A"
EXHIBIT "J"**



LEGEND

-  GROUND WATER BASIN
-  MT. AND HILL AREA TRIBUTARY TO WHITTIER NARROWS
-  BOUNDARY BETWEEN UPPER SAN GABRIEL VALLEY MUNICIPAL WATER DISTRICT AND PUENTE BASIN WATER AGENCY
-  CROSS SECTION THROUGH PUENTE NARROWS
-  MONITORING WELLS

NOTE: ALL SECTIONS ARE IN TOWNSHIP 2 SOUTH, RANGE 10 WEST, SAN BERNARDINO BASE AND MERIDIAN

MAP OF CROSS SECTION THROUGH PUENTE NARROWS

Thomas M. Stetson
Consulting Engineer

MAY 1972

ENGINEERING CRITERIA

APPENDIX "C"

1. Monitoring Wells. The wells designated as State Wells No. 2S/10W-9Q7 and 2S/10W-8E3 and Los Angeles County Flood Control District Nos. 3079M and 3048B, respectively, shall be used to measure applicable ground water elevations. In the event either monitoring well should fail or become unrepresentative, a substitute well shall be selected or drilled by Watermaster. The cost of drilling a replacement well shall be the obligation of the Puente Agency.

2. Measurement. Each monitoring well shall be measured and the ground water elevation determined semi-annually on or about April 1 and October 1 of each year. Prior to each measurement, the pump shall be turned off for a sufficient period to insure that the water table has recovered to a static or near equilibrium condition.

3. Hydraulic Gradient. The hydraulic gradient, or slope of the water surface through Puente Narrows, shall be calculated between the monitoring wells as the difference in water surface elevation divided by the distance, approximately 9,000 feet, between the wells. The hydraulic gradient shall be determined for the spring and fall and the average hydraulic gradient calculated for the year.

4. Ground Water Elevation at Puente Narrows Cross Section. The ground water elevation at the Puente Narrows

APPENDIX "C"

Exhibit "J"

cross section midway between the monitoring wells shall be the average of the ground water elevation at the two wells. This shall be determined for the spring and fall and the average annual ground water elevation calculated for the year.

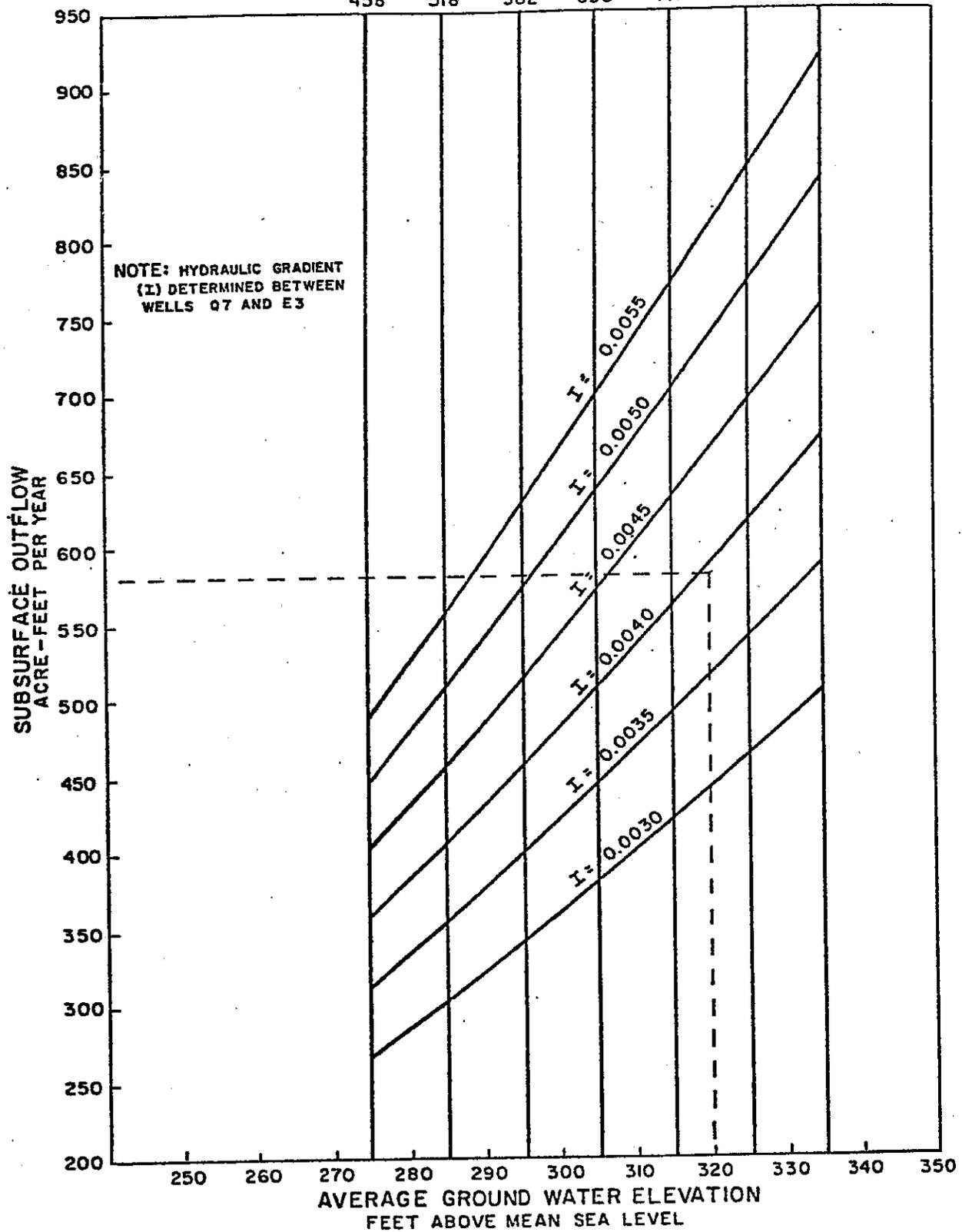
5. Determination of Underflow. The chart attached is a photo-reduction of a full scale chart on file with the Watermaster. By applying the appropriate average annual hydraulic gradient (I) to the average annual ground water elevation at the Puente Narrows cross section (involving the appropriate cross-sectional area [A]), it is possible to read on the vertical scale the annual acre feet of underflow.

APPENDIX "C"

Exhibit "J"

CROSS-SECTIONAL AREA
THOUSANDS OF SQUARE FEET

458 518 582 650 717 786 860



RELATIONSHIP OF AVERAGE GROUND WATER ELEVATION AT PUENTE NARROWS AND APPLICABLE CROSS-SECTIONAL AREA WITH SUBSURFACE OUTFLOW THROUGH PUENTE NARROWS FOR VARIOUS HYDRAULIC GRADIENTS

Thomas M. Stetson
Consulting Engineer

MAY 1972

EXHIBIT "K"
OVERLYING RIGHTS

I. NATURE OF OVERLYING RIGHT

An "Overlying Right" is the right to Produce water from the Main San Gabriel Basin for use on the overlying lands hereinafter described. Such rights are exercisable without quantitative limit only on said overlying land and cannot be separately conveyed or transferred apart therefrom. The exerciser of such right is assessable by Watermaster as provided in Paragraph 21 of the Amended Judgment herein (prior Paragraph 14.5 of the Judgment herein) and is subject to the other provisions of said Paragraph.

II. OVERLYING LANDS (Description)

The overlying lands to which Overlying Rights are appurtenant are described as follows:

"Those portions of Lots 1 and 2 of the lands formerly owned by W.A. Church, in the Rancho San Francisquito, in the City of Irwindale, County of Los Angeles, State of California, as shown on recorder's filed map No. 509, in the office of the County Recorder of said County, lying northeasterly of the northeasterly line and its southeasterly prolongation of Tract 1888, as shown on map recorded in Book 21 page 183 of Maps, in the office of the County Recorder of said County.

"EXCEPT the portions thereof lying northerly and northwesterly of the center line of Arrow Highway described 'Sixth' and the center line of Live Oak Avenue described 'Third' in a final decree of condemnation, a certified copy of which was recorded August 18, 1933 as Instrument No. 354, in Book 12289, Page 277, Official Records.

"ALSO EXCEPT that portion of said land described in the final decree of condemnation entered in Los Angeles County Superior Court Case No. 805008, a certified copy of which was recorded September 21, 1964, as Instrument No. 3730 in Book D-2634, Page 648, Official Records."

III. PRODUCERS ENTITLED TO EXERCISE OVERLYING RIGHTS AND THEIR RESPECTIVE CONSUMPTIVE USE PORTIONS

The persons entitled to exercise Overlying Rights are both the owners of Overlying Rights and persons and entities licensed by such owners to exercise such Overlying Rights. The persons entitled to exercise Overlying Rights and their respective Consumptive Use portions are as follows:

OWNER PRODUCERS

BROOKS GIFFORD, SR.
BROOKS GIFFORD, JR.
PAUL MNOIAN
JOHN MGRDICHIAN
J. EARL GARRETT

CONSUMPTIVE USE PORTION

3.5 acre-feet per year

Present User:

Nu-Way Industries

PRODUCERS UNDER LICENSE

A. WILLIAM C. THOMAS
and EVELYN F. THOMAS,
husband and wife, and
MALCOLM K. GATHERER
and JACQUELINE GATHERER,
husband and wife, doing business
by and through B & B
REDI-I-MIX CONCRETE,
INC., a corporation

45.6 acre-feet per year

B. PRE-STRESS CRANE RIGGING &
TRUCK CO., INC.,
a corporation

1.0 acre-foot per year

Present Users:

Pre-Stress Crane Rigging &
Truck Co., Inc., a corporation

TOTAL

50.1 acre-feet per year

IV. **ANNUAL GROSS AMOUNT OF
PRODUCTION FROM WHICH
CONSUMPTIVE USE PORTIONS
WERE DERIVED**

183.65 acre-feet

EXHIBIT "L"

**LIST OF PRODUCERS AND OTHER PARTIES AND THEIR DESIGNEES
Amended as of November 2000**

Producers and Other Parties

Designee

6 W Farms, Inc.

Richard Woodland

Adams Ranch Mutual Water Company
Alhambra, City of
Amarillo Mutual Water Company
American Sheds, Inc.
Anderson Family Marital Trust
Andrade, Macario, et al.
Arcadia, City of
Attalla, Mary L.
AZ Two, Inc.
Azusa Agricultural Water Company
Azusa Associates, LLC
Azusa Valley Water Company
Azusa, City of

Domenic Cimarusti
Manny Magana
John Holzinger
Jim Doderhoff
Helen Anderson
Consuelo Andrade
Pat Malloy
Mary Attalla
Richard Chamberlain
Chet Anderson
Scott Stowell
Chet Anderson
Chet Anderson

Bandel Family Trust
Banks, Gale C. and Vicki L.
Baseline Water Company
Beverly Acres Mutual Water Users' Association
Burbank Development Company

Candace Bandel
Gale Banks
Everette Hughes, Jr.
Narda Wiltz
Darrell Wright

Cadway, Inc.
California Country Club
California Domestic Water Company
California-American Water Company (Duarte System)
California-American Water Company (San Marino System)
Calmat Company
Canyon Water & Development Corporation
Canyon Water Company, Inc.
Cedar Avenue Mutual Water Company
Champion Mutual Water Company
Chevron, U.S.A., Inc.
Clayton Industries
Corcoran Brothers
County Sanitation District #18 of Los Angeles
Covell, et al.
Covell, Ralph

James Byerrum
Jeffrey Pellissier
James Byerrum
Benjamin Lewis, Jr.
Benjamin Lewis, Jr.
Gene Block
Chet Anderson
William McIntyre
William Calhoun
Michael Felix
Cynthia Norris
Jackie Rhodes
Ray Corcoran
Charles Carry
Phillip Tate
Ralph Covell

Producers and Other Parties

Covina Irrigating Company
Covina, City of
Crevolin, Andrew J. Trust
Crown City Plating Company

Davidson Optronics, Inc.
Dawes, Mary Kay
Del Rio Mutual Water Company
Doyle & Madruga
Driftwood Dairy
Dunning, George A.V.
Dunning, George A.V., Trust

East Pasadena Water Company, Ltd.
El Monte Cemetery Association
El Monte, City of
Everett, Alda B.

Faix, Ltd.

Garnier, Anton C. & Anita, Family Trust
Garnier, Janus
Garnier, Ruth Elaine Ailor, Trust
Gifford, Brooks Jr.
Glendora, City of
Goedert, Lillian
Graveline, George Wayne & Alexis June, Trust
Green, Walter

Hanson Aggregates West, Inc.
Hartley, David
Hemlock Mutual Water Company
Hill, Tevis
Hughes Development Corporation
Hunter, Lloyd

Industry Waterworks System, City of
Irwindale, City of

Kirklen Family Trust
Kiyam Farm
Knight, Kathryn M.

Designee

David De Jesus
Paul Philips
Andrew Crevolin
N. Gardner

James McBride
Mary Kay Dawesss
Gonzalo Galindo
A. Doyle
James Dolan
George Dunning
George Dunning

Colin Abrahamson
Linn Magoffin
Bryan Hellein
Alda Everett

Henri Pellissier

Anton Garnier
Janus Garnier
Renee Poivre
H. Senecal
Richard Cantwell
Lillian Goedert
Alexis Graveline
Walter Green

Robert Warburton
David Hartley
Robert McClung
Tevis Hill
Everett Hughes, Jr.
Lloyd Hunter

Philip Iriarte
Steve Blancarte

Dawn Kirklen
Hideo Kiyam
William Knight

Producers and Other Parties

La Puente Valley County Water District
La Verne, City of
Lakin, Kelly
Landeros, John
Livingston-Graham
Los Angeles, County of
Loucks, David
Lovelady, June G., Trustee

Maddock, A.G.
Maechtlen, Trust of J.J.
Maple Water Company, Inc.
Martinez, Frances or Jaime
McIntyre, William
Metropolitan Water District of Southern California
Miller Brewing Company
Monrovia Nursery
Monrovia, City of
Monterey Park, City of

New Owl Rock Products
Nicholson Family Trust, The
Nicholson Trust, Helene S., The
Nicholson Trust, The
Nikowitz, et al.

Orange Production Credit
Otting, David; Otting, Larry and Webster, Scott
Owl Rock Products

Park Water Company
Parton Family Trust, The
Pico County Water District
Polopolus, et al.

Queen of the Valley Hospital

Rados Brothers
Richwood Mutual Water Company
Rincon Ditch Company
Rincon Irrigating Company
Robertson's Ready Mix, Ltd.
Rose Hills Foundation, The
Rurban Homes Mutual Water Company

Designee

Michael Berlien
N. Kathleen Hamm
Kelly Lakin
John Landeros
Mark Long
Brian Hooper
David Loucks
June Lovelady

A.G. Maddock
Jack Maechtlen
Danny Diaz
Frances Martinez
William McIntyre
Nina Jazmadarian
Edward Beers
Miles Rosedale
David Fike
Walter Pease

Michael Broome
Michael Whitehead
Michael Whitehead
Michael Whitehead
Walter Nikowitz

G. Bolinger
Larry Otting
Rich Robertson

Kenneth Dodd
Marverna Parton
Robert Fuller
Christine Chronis

Jaii Grayson

Alexander Rados
Robert Lesheski
K.E. Nungesser
K.E. Nungesser
Rich Robertson
John Argue
George Bucey

Producers and Other Parties

Ruth, Roy

S.L.S. & N., Inc. (Peck Road Gravel Pit)
San Dimas Golf, Inc.
San Dimas-La Verne Recreational Facility Authority
San Gabriel Country Club
San Gabriel County Water District
San Gabriel Valley Municipal Water District
San Gabriel Valley Water Company
Sierra La Verne Country Club
Sierra Madre, City of
Sloan Ranches
Snyder, Esther
Sonoco Products Company
South Covina Water Service
South Pasadena, City of
Southdown, Inc. c/o Transit Mixed Concrete
Southern California Edison Company
Southern California Water Company San Dimas District
Southern California Water Company San Gabriel Valley District
Southwest Water Company
Southwestern Portland Cement Company
Standard Oil of California
Sterling Mutual Water Company
Suburban Water Systems
Sully-Miller Contracting Company
Sunny Slope Water Company

Tate, Phillip G. & Sieglinde A.
Taylor Herb Garden
Texaco, Inc.
Three Valleys Municipal Water District
Tomovich, Nick and Sons
Tyler Nursery

United Concrete Pipe Corporation
United Rock Products Corporation
Upper San Gabriel Valley MWD
USA Waste of California, Inc.

Valencia Heights Water Company
Valley County Water District
Valley View Mutual Water Company
Via, H., Trust of

Designee

Roy Ruth

John Schiller
Dal Lee
Donald Twomley
Cyrus Afshin
Charles Shaw
James Frei
Michael Whitehead
Donald Johnson
Charles Martin
Larry Sloan
Esther Snyder
S. Coker
Anton Garnier
Ronald Stowe
Brian Mastin
Joseph D'Amato
Jim Gallagher
Jim Gallagher
Leslie Ward-Cline
Richard Chamberlain
John Wild
Joy Burt
Reginald Stone
Robert Warburton
Michael Hart

Phillip Tate
Paul Taylor
Gary Chapman
Richard Hansen
Nick Tomovich
Fumiko Kishi

Doyle Wadley
Arnold Brink
E. Moseley
E. Hutton

P. Michalko
Mark Grajeda
Christel Campa
Marverna Parton

Producers and Other Parties

Vulcan Materials Company

W. E. Hall Company

West Covina Venture, Ltd., A California Limited Partnership

White, June G., Trustee

Whittier, City of

Wilmott, Erma M.

Woodland, Frederick G.

Woodland, Richard J.

Workman Mill Investment Company

Designee

Peter Chiu

Thomas Bunn, Jr.

W. Francke

June Lovelady

Leon Yehuda

Erma Wilmott

Richard Woodland

Richard Woodland

Bruce Lazenby

EXHIBIT "M"

WATERMASTER MEMBERS

FOR CALENDAR YEAR 1973

ROBERT T. BALCH (Producer Member), Chairman

LINN E. MAGOFFIN (Producer Member), Vice Chairman

RICHARD L. ROWLAND (Producer Member), Secretary

BOYD KERN (Public Member), Treasurer

WALKER HANNON (Producer Member)

HOWARD H. HAWKINS (Public Member)

M.E. MOSLEY (Producer Member)

CONRAD T. REIBOLD (Public Member)

HARRY C. WILLS (Producer Member)

STAFF

Carl Fossette, Assistant Secretary-Assistant Treasurer

Ralph B. Helm, Attorney

Thomas M. Stetson, Engineer

FOR CALENDAR YEAR 1974

ROBERT T. BALCH (Producer Member), Chairman

LINN E. MAGOFFIN (Producer Member), Vice Chairman

RICHARD L. ROWLAND (Producer Member), Secretary

BOYD KERN (Public Member), Treasurer

WALKER HANNON (Producer Member)

BURTON E. JONES (Public Member)

M.E. MOSLEY (Producer Member)

CONRAD T. REIBOLD (Public Member)

HARRY C. WILLS (Producer Member)

STAFF

Carl Fossette, Assistant Secretary-Assistant Treasurer

Ralph B. Helm, Attorney

Thomas M. Stetson, Engineer

FOR CALENDAR YEAR 1975

ROBERT T. BALCH (Producer Member), Chairman
LINN E. MAGOFFIN (Producer Member), Vice Chairman
HARRY C. WILLS (Producer Member), Secretary
BOYD KERN (Public Member), Treasurer
WALKER HANNON (Producer Member)
BURTON E. JONES (Public Member)
D.J. LAUGHLIN (Producer Member)
M.E. MOSLEY (Producer Member)
CONRAD T. REIBOLD (Public Member)

STAFF

Carl Fossette, Assistant Secretary-Assistant Treasurer
Ralph B. Helm, Attorney
Thomas M. Stetson, Engineer

FOR CALENDAR YEAR 1976

ROBERT T. BALCH (Producer Member), Chairman
LINN E. MAGOFFIN (Producer Member), Vice Chairman
HARRY C. WILLS (Producer Member), Secretary
BOYD KERN (Public Member), Treasurer
WALKER HANNON (Producer Member)
BURTON E. JONES (Public Member)
D.J. LAUGHLIN (Producer Member)
M.E. MOSLEY (Producer Member)
CONRAD T. REIBOLD (Public Member)

STAFF

Jane M. Bray, Assistant Secretary-Assistant Treasurer
Ralph B. Helm, Attorney
Thomas M. Stetson, Engineer

FOR CALENDAR YEAR 1977

ROBERT T. BALCH (Producer Member), Chairman
LINN E. MAGOFFIN (Producer Member), Vice Chairman
HARRY C. WILLS (Producer Member), Secretary
CONRAD T. REIBOLD (Public Member), Treasurer
WALKER HANNON (Producer Member)
BURTON E. JONES (Public Member)
BOYD KERN (Public Member)
D.J. LAUGHLIN (Producer Member)
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BURTON E. JONES (Public Member)
L.E. MOELLER (Producer Member)
R.H. NICHOLSON, JR. (Producer Member)
WILLIAM M. WHITESIDE (Public Member)

STAFF

Jane M. Bray, Assistant Secretary-Assistant Treasurer
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Thomas M. Stetson, Engineer

FOR CALENDAR YEAR 1979

LINN E. MAGOFFIN (Producer Member), Chairman
R.H. NICHOLSON, JR. (Producer Member), Vice Chairman
WILLIAM M. WHITESIDE (Public Member), Secretary
CONRAD T. REIBOLD (Public Member), Treasurer
ROBERT T. BALCH (Producer Member)
ROBERT G. BERLIEN (Producer Member)*
ANTON C. GARNIER (Producer Member)
D.J. LAUGHLIN (Producer Member)**
TRAVIS L. MANNING (Public Member)
L.E. MOELLER (Producer Member)

STAFF

Jane M. Bray, Assistant Secretary-Assistant Treasurer
Ralph B. Helm, Attorney
Thomas M. Stetson, Engineer

* Elected March 1979 to replace D.J. Laughlin, following his resignation.

** Resigned from Watermaster in February 1979.

FOR CALENDAR YEAR 1980

LINN E. MAGOFFIN (Producer Member), Chairman
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Thomas M. Stetson, Engineer

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L.E. MOELLER (Producer Member)
ALFRED F. WITTIG (Public Member)

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Thomas M. Stetson, Engineer

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L.E. MOELLER (Producer Member)
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STAFF

Jane M. Bray, Assistant Secretary-Assistant Treasurer
Ralph B. Helm, Attorney
Thomas M. Stetson, Engineer

FOR CALENDAR YEAR 1985

LINN E. MAGOFFIN (Producer Member), Chairman
R.H. NICHOLSON, JR. (Producer Member), Vice Chairman
ROBERT G. BERLIEN (Producer Member), Secretary
CONRAD T. REIBOLD (Public Member), Treasurer
ROBERT T. BALCH (Producer Member)
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ANTON C. GARNIER (Producer Member)
L.E. MOELLER (Producer Member)
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STAFF

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Ralph B. Helm, Attorney
Thomas M. Stetson, Engineer

FOR CALENDAR YEAR 1986

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R.H. NICHOLSON, JR. (Producer Member), Vice Chairman
ROBERT G. BERLIEN (Producer Member), Secretary
CONRAD T. REIBOLD (Public Member), Treasurer
ROBERT T. BALCH (Producer Member)
DONALD F. CLARK (Public Member)
L.E. MOELLER (Producer Member)
REGINALD A. STONE (Producer Member)
ALFRED F. WITTIG (Public Member)

STAFF

Jane M. Bray, Assistant Secretary-Assistant Treasurer
Ralph B. Helm, Attorney
Thomas M. Stetson, Engineer

FOR CALENDAR YEAR 1987

LINN E. MAGOFFIN (Producer Member), Chairman
REGINALD A. STONE (Producer Member), Vice Chairman
L.E. MOELLER (Producer Member), Secretary
ALFRED F. WITTIG (Public Member), Treasurer
ROBERT T. BALCH (Producer Member)
GERALD J. BLACK (Producer Member)
DONALD F. CLARK (Public Member)
EDWARD R. HECK (Producer Member)
JOHN E. MAULDING (Public Member)

STAFF

Robert G. Berlien, Assistant Secretary-Assistant Treasurer
Ralph B. Helm, Attorney
Thomas M. Stetson, Engineer

FOR CALENDAR YEAR 1988

LINN E. MAGOFFIN (Producer Member), Chairman

REGINALD A. STONE (Producer Member), Vice Chairman

L.E. MOELLER (Producer Member), Secretary

ALFRED F. WITTIG (Public Member), Treasurer

ROBERT T. BALCH (Producer Member)

GERALD J. BLACK (Producer Member)

DONALD F. CLARK (Public Member)

EDWARD R. HECK (Producer Member)

JOHN E. MAULDING (Public Member)

STAFF

Robert G. Berlien, Assistant Secretary-Assistant Treasurer

Ralph B. Helm, Attorney

Thomas M. Stetson, Engineer

FOR CALENDAR YEAR 1989

LINN E. MAGOFFIN (Producer Member), Chairman
REGINALD A. STONE (Producer Member), Vice Chairman
GERALD J. BLACK (Producer Member), Secretary
ALFRED F. WITTIG (Public Member), Treasurer
ROBERT T. BALCH (Producer Member)*
DONALD F. CLARK (Public Member)
EDWARD R. HECK (Producer Member)
BURTON E. JONES (Public Member)
NELS PALM (Producer Member)**
THOMAS E. SHOLLENBERGER (Producer Member)

STAFF

Robert G. Berlien, Assistant Secretary-Assistant Treasurer
Ralph B. Helm, Attorney
Thomas M. Stetson, Engineer

* DECEASED APRIL 25, 1989

** Appointed August 24, 1989, for the balance of the calendar year term, to replace deceased member, Robert T. Balch.

FOR CALENDAR YEAR 1990

LINN E. MAGOFFIN (Producer Member), Chairman
REGINALD A. STONE (Producer Member), Vice Chairman
GERALD J. BLACK (Producer Member), Secretary
ALFRED F. WITTIG (Public Member), Treasurer
DONALD F. CLARK (Public Member)
EDWARD R. HECK (Producer Member)
BURTON E. JONES (Public Member)
NELS PALM (Producer Member)
THOMAS E. SHOLLENBERGER (Producer Member)

STAFF

Robert G. Berlien, Assistant Secretary-Assistant Treasurer
Ralph B. Helm, Attorney
Thomas M. Stetson, Engineer

FOR CALENDAR YEAR 1991

LINN E. MAGOFFIN (Producer Member), Chairman
REGINALD A. STONE (Producer Member), Vice Chairman
GERALD J. BLACK (Producer Member), Secretary
NELS PALM (Producer Member), Treasurer
ROYALL K. BROWN (Public Member)
MARVIN JOE CICHY (Public Member)
EDWARD R. HECK (Producer Member)
C. ROBER KEISER (Public Member)
ANDREW A. KRUEGER (Producer Member)

STAFF

John E. Maulding, Executive Officer
Ralph B. Helm, Attorney
Thomas M. Stetson, Engineer

FOR CALENDAR YEAR 1992

LINN E. MAGOFFIN (Producer Member), Chairman
REGINALD A. STONE (Producer Member), Vice Chairman
GERALD J. BLACK (Producer Member), Secretary
NELS PALM (Producer Member), Treasurer
ROYALL K. BROWN (Public Member)
RICHARD W. CANTWELL (Producer Member)
BURTON E. JONES (Public Member)
C. ROBER KEISER (Public Member)
ANDREW A. KRUEGER (Producer Member)

STAFF

John E. Maulding, Executive Officer
Ralph B. Helm, Attorney
Thomas M. Stetson, Engineer

FOR CALENDAR YEAR 1993

LINN E. MAGOFFIN (Producer Member), Chairman
REGINALD A. STONE (Producer Member), Vice Chairman
GERALD J. BLACK (Producer Member), Secretary
NELS PALM (Producer Member), Treasurer
RICHARD W. CANTWELL (Producer Member)
MARVIN JOE CICHY (Public Member)
FRANK F. FORBES (Public Member)
ANDREW A. KRUEGER (Producer Member)
LEROY E. MOELLER (Public Member)

STAFF

John E. Maulding, Executive Officer
Frederic A. Fudacz, Attorney (Effective February 1993)
Ralph B. Helm, Attorney (Retired January 1993)
Thomas M. Stetson, Engineer

FOR CALENDAR YEAR 1994

LINN E. MAGOFFIN (Producer Member), Chairman*****
REGINALD A. STONE (Producer Member), Vice Chairman
RICHARD W. CANTWELL (Producer Member), Secretary***
STANLEY D. YARBROUGH (Producer Member), Treasurer
GERALD J. BLACK (Producer Member)*
MARVIN JOE CICHY (Public Member)
FRANK F. FORBES (Public Member)
MANNY J. MAGANA (Producer Member)
P. GEOFFREY NUNN (Producer Member)*****
LEROY E. MOELLER (Public Member)
MICHAEL L. WHITEHEAD (Producer Member)**

STAFF

John E. Maulding, Executive Officer****
Carol Williams, Executive Officer*****
Frederic A. Fudacz, Attorney
Thomas M. Stetson, Engineer

* Mr. Black resigned from Watermaster on February 4, 1994
** Mr. Whitehead was nominated to Watermaster on March 2, 1994
*** Mr. Cantwell was elected as Watermaster Secretary on May 4, 1994
**** Mr. Maulding passed away on March 13, 1994
***** Ms. Williams was appointed Executive Officer on August 3, 1994
***** Mr. Magoffin resigned from Watermaster on August 3, 1994
***** Mr. Nunn was nominated to Watermaster on August 8, 1994

FOR CALENDAR YEAR 1995

REGINALD A. STONE (Producer Member), Chairman
RICHARD W. CANTWELL (Producer Member), Vice Chairman
MANNY J. MAGANA (Producer Member), Secretary
MICHAEL L. WHITEHEAD (Producer Member), Treasurer
JUDITH L. ALMOND (Producer Member)
ROBERT W. BOWCOCK (Producer Member)
MARVIN JOE CICHY (Public Member)
FRANK F. FORBES (Public Member)
LEROY E. MOELLER (Public Member)

STAFF

Carol Williams, Executive Officer
Frederic A. Fudacz, Attorney
Thomas M. Stetson, Engineer

FOR CALENDAR YEAR 1996

REGINALD A. STONE (Producer Member), Chairman
RICHARD W. CANTWELL (Producer Member), Vice Chairman
MANNY J. MAGANA (Producer Member), Secretary
MICHAEL L. WHITEHEAD (Producer Member), Treasurer
JUDITH L. ALMOND (Producer Member)
ROBERT W. BOWCOCK (Producer Member)
MARVIN JOE CICHY (Public Member)
FRANK F. FORBES (Public Member)
LEROY E. MOELLER (Public Member)

STAFF

Carol Williams, Executive Officer
Frederic A. Fudacz, Attorney
Thomas M. Stetson, Engineer

FOR CALENDAR YEAR 1997

REGINALD A. STONE (Producer Member), Chairman
RICHARD W. CANTWELL (Producer Member), Vice Chairman
MANNY J. MAGANA (Producer Member), Secretary
MICHAEL L. WHITEHEAD (Producer Member), Treasurer
JUDITH L. ALMOND (Producer Member)
ROBERT W. BOWCOCK (Producer Member)
MARVIN JOE CICHY (Public Member)
FRANK F. FORBES (Public Member)
LEROY E. MOELLER (Public Member)

STAFF

Carol Williams, Executive Officer
Frederic A. Fudacz, Attorney
Thomas M. Stetson, Engineer

FOR CALENDAR YEAR 1998

REGINALD A. STONE (Producer Member), Chairman
RICHARD W. CANTWELL (Producer Member), Vice Chairman
MANNY J. MAGANA (Producer Member), Secretary
MICHAEL L. WHITEHEAD (Producer Member), Treasurer
JUDITH L. ALMOND (Producer Member)
ROBERT W. BOWCOCK (Producer Member)
MARVIN JOE CICHY (Public Member)
FRANK F. FORBES (Public Member)
LEROY E. MOELLER (Public Member)

STAFF

Carol Williams, Executive Officer
Frederic A. Fudacz, Attorney
Thomas M. Stetson, Engineer

FOR CALENDAR YEAR 1999

REGINALD A. STONE (Producer Member), Chairman
RICHARD W. CANTWELL (Producer Member), Vice Chairman
MANNY J. MAGANA (Producer Member), Secretary
MICHAEL L. WHITEHEAD (Producer Member), Treasurer
ROBERT W. BOWCOCK (Producer Member)
MARVIN JOE CICHY (Public Member)
FRANK F. FORBES (Public Member)
JAMES B. GALLAGHER (Producer Member)
LEROY E. MOELLER (Public Member)

STAFF

Carol Williams, Executive Officer
Frederic A. Fudacz, Attorney
Thomas M. Stetson, Engineer

FOR CALENDAR YEAR 2000

REGINALD A. STONE (Producer Member), Chairman
RICHARD W. CANTWELL (Producer Member), Vice Chairman
MANNY J. MAGANA (Producer Member), Secretary
MICHAEL L. WHITEHEAD (Producer Member), Treasurer
ROBERT W. BOWCOCK (Producer Member)
MARVIN JOE CICHY (Public Member)
FRANK F. FORBES (Public Member)
JAMES B. GALLAGHER (Producer Member)
LEROY E. MOELLER (Public Member)

STAFF

Carol Williams, Executive Officer
Frederic A. Fudacz, Attorney
Thomas M. Stetson, Engineer



Appendix D

Main San Gabriel Basin Rules and Regulations



MainSanGabrielBasin
WATERMASTER

Rules and Regulations

Upper San Gabriel Valley Municipal Water District v. City of Alhambra, et al.
Case No. 924128 -- Superior Court of Los Angeles County

As amended December 7, 2005 and June 6, 2007
Resolutions 12-05-201 and 6-07-213

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RULES AND REGULATIONS OF
MAIN SAN GABRIEL BASIN WATERMASTER

(As Revised, Amended, and Readopted by Resolution No.12-05-201, adopted
December 7, 2005, and Resolution No. 6-07-213, adopted June 6, 2007.)

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

1. Offices and Records. Watermaster's records shall be maintained at its offices, currently located at:

725 North Azusa Avenue

Azusa, California 91702

Telephone (626) 815-1300

Fax (626) 815-1303

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 3:00 p.m. on the first Wednesday of each and every month in the conference room of the City of Azusa Light and Water Administration Facility, 729 North Azusa Avenue, Azusa, California 91072, or at such time and place as otherwise determined by Watermaster.

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

Watermaster:

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

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

17 25 falls on a Sunday, the Monday following shall be that holiday

18 and if any of said dates fall on a Saturday, the preceding Friday

19 shall be that holiday.

20 (2) When any regular meeting of Watermaster shall

21 fall on a hereinabove designated Watermaster holiday (excepting

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

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

24 at the same time and at the same place as the said regularly

25 scheduled meeting, unless otherwise determined by Watermaster.

26

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

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

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

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

22 Any member of Watermaster may request a roll call vote on any question or
23 motion considered and the ayes and noes thereon shall be recorded in the minutes of the
24 meeting.

25 4. Agenda of Watermaster Meetings. Any person requesting that a matter
26 be considered by Watermaster for action thereon shall request the same in writing

1 directed to Watermaster's Executive Officer for inclusion on the Agenda of the next
2 scheduled meeting to be held at least ten (10) days after receipt of said request.

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

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

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

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

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

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

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

9 9. Election of Producer Representatives.

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

14 (b) Voting. Nominations of six (6) Producer representatives shall be
15 by cumulative voting in person or by proxy, with each Producer entitled to one
16 (1) vote for each one hundred (100) acre-feet, or portion thereof, owned by him,
17 of Base Annual Diversion Right, Prescriptive Pumping Right or Integrated
18 Production Right, as defined in the Judgment. When the names placed in
19 nomination exceed the number of representatives to be elected, votes shall be
20 cast by ballot using official ballot forms provided by Watermaster. Each ballot
21 form must list the Producer and Designee or proxy holder casting the vote, the
22 Producer's voting entitlement, the names of the nominees for whom the votes
23 have been cast, and the number of votes cast for each nominee.

24 (c) Conduct of Elections. Prior to the nomination of Producer
25 representatives, the Chairman shall appoint tellers to conduct the election. Such
26 tellers may include any member of Watermaster staff to monitor the canvassing

1 and counting of votes. The tellers shall distribute the ballots, and, at the
2 conclusion of the balloting, collect the ballots, retire to tabulate the votes, and
3 promptly report the results of the election to the Parties present at the election.

4 (1) In the event there is a challenge to the declared election
5 results, the Chairman shall appoint three (3) Producer Parties as
6 election inspectors who shall recount the election ballots and
7 immediately certify the results of such election to Watermaster
8 and others present at the election.

9 (2) All ballots shall be considered confidential, and no ballot
10 or information thereon shall be disclosed except to the appointed
11 tellers and election inspectors, without the express permission of
12 the Producer casting the ballot.

13 10. Vacancy on Watermaster and Replacement. In the event of a vacancy on
14 Watermaster, a successor shall be nominated at a special meeting of Watermaster and
15 Producers to be called by Watermaster within ninety (90) days in the case of a Producer
16 representative or by the action of the appropriate District Board of Directors in the case
17 of a Public Representative. Subject to approval and appointment by the Court, such
18 successor Watermaster shall fill the unexpired term of the Watermaster member
19 replaced.

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

23 (a) Effective Date of Watermaster Action. Any order, decision or
24 action of Watermaster shall be deemed to have occurred on the date that written
25 notice thereof is mailed. Mailing of draft copies of Watermaster minutes which
26 contain such order, decision, action, or contemplated action, to the Parties

1 requesting the same shall constitute such notice to all Parties, as of the date of
2 such mailing.

3 (b) Notice of Motion. Any Party may, by a regularly noticed motion,
4 petition the Court for a review of any Watermaster action or decision. Notice of
5 such motion shall be mailed to Watermaster and to the Designees of all Parties.
6 Unless ordered by the Court, such petition shall not operate to stay the effect of
7 such Watermaster action.

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

14 Notice of motion to review any other Watermaster action or decision
15 shall be served and filed within ninety (90) days after such Watermaster action
16 or decision.

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

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

25 12. Water Measuring Devices and Meter Test Program. Parties producing in
26 excess of five (5) acre-feet per year shall, pursuant to these uniform rules, install and

1 maintain in good operating condition, at the cost of each such Party, such necessary
2 water measuring devices or meters as may be appropriate. Any such measuring device
3 is subject to such inspection and testing as Watermaster may, from time to time, deem
4 necessary. Upon testing, the meters shall be sealed by Watermaster and remain so
5 sealed. Watermaster will conduct a formal meter-testing program to help the Parties
6 accurately report their Production. Watermaster intends to test every meter under its
7 jurisdiction at least once every two (2) years.

8 (a) Tests of Meters Which Supply Watermaster. At least once every
9 two (2) years, Watermaster shall request certified meter tests of all meters of
10 Responsible Agencies through which Supplemental Water is furnished to
11 Watermaster and of the meters which measure all Cyclic Storage deliveries
12 authorized by Watermaster.

13 (b) Wells. Water wells shall be equipped with a positive
14 displacement, velocity impeller, venturi, orifice-type or electromagnetic flow
15 meter with a totalizer. The totalizer on positive displacement, velocity impeller,
16 venturi and orifice-type meters shall be correctable only by changing
17 mechanical gear equipment. Producers using electromagnetic flow meters shall
18 ensure that electronic access to meter data is user-defined and password-
19 protected to prevent unauthorized resetting of the totalizer. Additionally, all
20 wells equipped with electromagnetic flow meters shall also have a run-hour
21 meter installed to provide verification of production in the event the totalizer is
22 inappropriately or accidentally reset or its accuracy is otherwise disputed. The
23 meter shall be accessible and installed according to good design practices.
24 Watermaster personnel shall assist any Party having any question as to
25 installation requirements.
26

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

8 (d) Repair or Replacement of Inaccurate Meters. Defective or
9 inaccurate meters must be repaired within thirty (30) days of receipt of notice
10 thereof from Watermaster.

11 (e) Surface Diversions. Surface Water Diversions shall be measured
12 with a weir and recorder or meter capable of accurately measuring and recording
13 such Diversions.

14 (f) Interim Meter Tests. Should a Producer discover that the meter
15 which measures the water Production from his well is measuring inaccurately,
16 he shall first notify Watermaster thereof, have the meter retested and, if
17 measuring inaccurately, then have the same repaired at the earliest practical and
18 reasonable time. Upon the completion of such repair, such Producer shall
19 immediately have such meter tested and sealed by Watermaster and it shall
20 remain so sealed. Such testing and sealing will be accomplished by Watermaster
21 upon request therefor by said Producer or said repaired meter may be tested and
22 sealed by any meter tester authorized by Watermaster, as provided in Subsection
23 (g) of this Section 12. Results of such meter tests shall be furnished to
24 Watermaster within ten (10) days of testing, on forms provided by Watermaster.

25 (g) Watermaster Approved Meter Testers. Persons, firms or
26 corporations in the business of repairing and/or testing water measuring devices

1 may be approved by Watermaster to test and seal meters on behalf of
2 Watermaster by submitting their qualifications therefor to Watermaster and
3 obtaining Watermaster's approval to perform meter tests and seal such meters as
4 agents of Watermaster. The name, address and telephone number of all such
5 Watermaster approved meter testers shall be maintained at and be available
6 from the office of Watermaster.

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

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

17 (i) Estimation of Production Due to Meter Maintenance. When a
18 Producer must estimate Production due to meter maintenance, he shall consult
19 with Watermaster or its engineer for approval of the method of estimation. A
20 copy of the estimate calculations shall be supplied to Watermaster with the
21 corresponding Quarterly Production Report.

22 13. Reports of Producers to Watermaster. Each Producer with an
23 adjudicated right in excess of five (5) acre-feet per year and each Producer with an
24 Overlying Right in any amount shall file with Watermaster a quarterly report of water
25 Produced from the Basin or Relevant Watershed, on forms provided by Watermaster.
26 Producers using electromagnetic flow meters shall report run hours in addition to

1 totalizer readings. Quarterly Production Reports shall be so filed no later than the last
2 day of the month next succeeding the end of the relevant quarter, i.e. April 30, July 31,
3 October 31 and January 31.

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

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

23 For such assignment, transfer, license or lease of water rights to
24 be effective for, or be deemed by Watermaster to apply to, Production in a
25 particular Fiscal Year (July 1 - June 30), the document(s) therefor shall be
26 executed and acknowledged prior to the end of said Fiscal Year (June 30) and

1 copies thereof showing such acknowledgement must be received by
2 Watermaster prior to July 15, following the end of said particular Fiscal Year.
3 The transferee must be, or petition to become, a Party to the action within ninety
4 (90) days following such assignment, transfer, license or lease of water rights.

5 When the term of a temporary assignment, transfer, license or
6 lease of water rights extends beyond the end of the current Fiscal Year, it shall
7 be the obligation of the transferee thereof to annually, during the month of July
8 of each Fiscal Year during said term, notify Watermaster of said transferee's
9 intention to exercise said water right during the then current applicable Fiscal
10 Year.

11 (c) Conveyance of Water Right with Conveyance of Property.

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

21 (d) Conveyance of Water Right without Conveyance of Property.

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

25 (e) Transfer of Overlying Right. The transfer and use of Overlying

26 Rights shall be limited (as provided in Section 21 of the Judgment) as

1 exercisable only on specifically defined Overlying Lands and they cannot be
2 separately conveyed or transferred apart therefrom.

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

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

12 (1) Identifies both the transferee(s) and the transferor(s);

13 (2) Accurately recites the total quantity (in acre-feet) of water
14 rights transferred;

15 (3) Is executed by both the transferee(s) and the transferor(s);

16 (4) Is acknowledged by both transferee(s) and transferor(s) in
17 a form sufficient for recordation;

18 (5) Lists the Designee(s) of both the transferor(s) and
19 transferee(s) to receive future service and notice of papers and process;
20 and

21 (6) Is accompanied by a map of the service area where the
22 water was used by transferor(s) (assignors) and a map of the service area
23 where the water is intended to be used by the transferee(s) (assignees), if
24 requested by Watermaster.

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

26 Approved forms of such transfer documents and other approved Watermaster

forms are attached hereto, marked and identified as follows:

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

(i) Presumption as to Unexercised Rights. Unless otherwise noted on the above mentioned transfer documents(s), it will be presumed by Watermaster that the permanent transfer of water rights will include all unexercised rights thereunder, including authorized carry-over of unused rights.

14. Operating Safe Yield. Watermaster shall annually determine the Operating Safe Yield applicable to the succeeding Fiscal Year and estimate the same for the next succeeding four (4) Fiscal Years. Said determination shall be made at the close of the hearing thereon, which shall be commenced at Watermaster's regular meeting in May of each year. Watermaster shall notify each Pumper and Integrated Producer of his

1 share thereof, stated in acre-feet per Fiscal Year. Thereafter, no Party may produce in
2 any Fiscal Year any Consumptive Use Portion of any Overlying Right, or an amount in
3 excess of the sum of his Diversion Right, if any, plus his Pumper's Share of such
4 Operating Safe Yield, or his Integrated Production Right, or the terms of any Cyclic
5 Storage Agreement, without being subject to Assessment for the purpose of purchasing
6 Replacement Water. The rate of such Assessment shall be established at the same
7 meeting at which the Operating Safe Yield is established, and it may be estimated for
8 the years for which Operating Safe Yield is estimated. In establishing the Operating
9 Safe Yield, the Watermaster shall follow all physical, economic, and other relevant
10 parameters provided in the Judgment herein. Said determination shall be made in
11 accordance with the following:

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

18 (b) Notice of Hearing. A copy of said Preliminary Determination
19 Report shall be mailed to all Parties at least ten (10) days prior to a hearing
20 thereon to be commenced at Watermaster's regular meeting in May of each year,
21 at which time objections or suggested corrections or modifications of said
22 determination shall be considered.

23 (c) Watermaster Final Determination and Review Thereof. Within
24 thirty (30) days after completion of said hearing, Watermaster shall mail to each
25 Pumper, Diverter, Overlying User and Integrated Producer a Final Report and
26 Determination of said Operating Safe Yield for each such Fiscal Year, together

1 with a statement of the Producer's entitlement in each such Fiscal Year stated in
2 acre-feet. Any affected Party, within thirty (30) days of mailing of notice of said
3 Watermaster determination, may petition the Court for an Order to Show Cause
4 for Review of said determination in accordance with Section 11 hereof.

5 15. Carry-over Rights.

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

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

14 (c) Overlying Rights. By definition, there is no carry-over of
15 Overlying Rights.

16 (d) Presumption as to Carry-over Rights. The first water Produced in
17 the succeeding Fiscal Year shall be deemed Produced pursuant to such
18 Producer's Carry-over Rights.

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

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

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

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

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

13 (c) Make-up Obligation. An Assessment shall be levied and
14 collected equally on account of each acre-foot of Production, which does not
15 bear a Replacement Water Assessment hereunder, to pay all necessary costs of
16 administration and satisfaction of the Make-up Obligation. Such Assessment
17 shall not be applicable to water Production of an Overlying Right.

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

22 (e) Waivers Possible for Water Quality Improvement or Protection.
23 In accordance with Section 45 (e) of the Judgment, a Producer of water from the
24 Basin for the purpose of testing, protecting, or improving water quality, may
25 apply in writing by verified petition or application (hereinafter "Application") to
26 Watermaster, for approval of such water Production free of all or any part of

1 Watermaster Assessments thereon, and for waiver of one or more of the
2 provisions of Sections 25, 26, and 57 of said Judgment, where appropriate, upon
3 terms and conditions to be established by Watermaster after a noticed hearing on
4 such Application.

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

8 In the event cleanup or Treatment Facilities are installed in the
9 Basin by or for the benefit of a Producer, and the Basin water receiving
10 treatment from said Treatment Facilities is subsequently delivered by or used for
11 beneficial purposes of such Producer, the Production of such water shall not be
12 entitled to waiver or modification of Watermaster Assessments thereon.

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

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

25 (f) Application for Waiver of Assessment. An Application for
26 Waiver of Assessment, as above set forth, shall contain all relevant information

1 relied upon by Applicant which he believes justifies the granting of said
2 Application. All such Applications shall explain the special needs and
3 circumstances for such Production and specify the approximate amounts to be
4 Produced, the time frame of such Production, the specific location(s) of the
5 points(s) of extraction(s), and the place of intended disposal of such water, as
6 well as any supplemental or additional information requested by Watermaster.
7 All such extractions shall be metered and reported quarterly to Watermaster,
8 along with all other Basin Production, in accordance with these Rules and
9 Regulations.

10 Should an Application contain incomplete information or should
11 Watermaster desire additional, other, or further information in relation thereto,
12 the same shall also be furnished and verified by Applicant.

13 (g) Hearing and Effective Date. Within thirty (30) days of the filing
14 of any such Watermaster accepted Application, Watermaster shall give at least
15 thirty (30) days notice to the Designees of all Parties that it will hold a hearing
16 on said Application. Watermaster may, after the conclusion of said hearing,
17 under then existing conditions, waive all or any part of its Assessments on such
18 Production, such waiver shall not be effective prior to the date of the filing of
19 said accepted Application, and may also waive the provisions of Sections 25,
20 26, and 57 of the Judgment herein.

21 The effective date for the granting of an Application to waive or
22 modify Watermaster Assessments shall be no later than ten (10) days after
23 approval thereof by Watermaster and it shall continue for the period of time
24 specified therein, unless sooner terminated or extended by Watermaster.
25 Nothing herein is intended to allow an increase in any Producer's annual
26 entitlement under the Judgment.

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

6 (a) Payment. All Watermaster Assessments shall be due and payable
7 on or before September 20, following such Assessment levy or Assessment rate
8 fixing, subject to the rights reserved in Section 37 of the Judgment, and such
9 Assessment shall be paid or become delinquent after September 20.

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

22 (c) Adjustments. By reason of Watermaster's inability to control the
23 direct costs and other charges incurred for Supplemental Water obtained from
24 Responsible Agencies, it may be necessary from time to time for Watermaster to
25 adjust the foregoing Assessments. Such Assessments may only be adjusted after
26

1 giving at least 15 days Notice to all Parties of the meeting at which such
2 adjustments will be considered by Watermaster.

3 20. Responsibility for Watermaster Assessments. Parties Producing water
4 from the Relevant Watershed shall be responsible for Watermaster Assessments levied
5 upon all Production.

6 21. Over and/or Under Reporting.

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

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

1 denied, in whole or in part, without a hearing being accorded to the Applicant,
2 in which said hearing the Applicant shall have the burden of proof. Any
3 determination by Watermaster on any matter in connection with said application
4 shall be final and conclusive upon the said Producer.

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

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

23 A determination by Watermaster that a Producer has under
24 reported Production shall require Watermaster to give written notice thereof to
25 such Producer by mailing such notice to his Designee, at the address shown by
26 Watermaster records. A determination of under reporting made by Watermaster

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

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

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

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

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

23 Watermaster shall maintain a record of any offer to purchase, sell or lease water rights
24 reported to Watermaster, for the purpose of encouraging the orderly transfer of such
25 rights by acting as a clearing house for such information. Any person desiring to
26 purchase, sell, or lease such rights may examine such Watermaster records.

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

6 (a) Replacement Water and Cyclic Storage Deliveries. Deliveries of
7 water for replenishment or cyclic storage shall be made either pursuant to
8 Watermaster's duly authorized order for Replacement Water or in accordance
9 with terms and conditions of a valid Cyclic Storage Agreement with
10 Watermaster. All such water deliveries shall be subject to the conditions and
11 priorities set forth in Section 26 herein.

12 (b) Supplemental Water Quality. In an effort to prevent degradation
13 of Basin groundwater quality, and in accordance with Section 40 of the
14 Judgment, Watermaster may establish criteria for the quality of Supplemental
15 Water delivered for Basin replenishment or Cyclic Storage. Such criteria shall
16 consider applicable Basin Plan objectives as set forth by the California Regional
17 Water Quality Control Board - Los Angeles Region, but shall also balance the
18 need to maintain adequate water supplies with the need to preserve Basin water
19 quality.

20 Watermaster may review and update its Criteria for Supplemental
21 Water Quality as needed to address changes in regulations or hydrologic
22 conditions. Watermaster shall provide the Responsible Agencies with at least
23 30 days notice of its intent to adopt or modify such criteria, along with the
24 proposed draft or changes, and shall consider comments from those agencies
25 prior to adoption. Watermaster shall also provide the Responsible Agencies
26 with the final, adopted Criteria for Supplemental Water Quality.

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

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

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

13 (a) Application for Cyclic Storage Agreements. Any person or
14 entity, private or public, desiring to spread and store Supplemental Water within
15 the Basin for subsequent recovery and use or for Watermaster credit shall make
16 application to Watermaster for a Cyclic Storage Agreement pursuant to these
17 Uniform Rules and Conditions. Watermaster shall have first call on
18 Supplemental Water for Replacement Water, Make-up Water and for the
19 "Alhambra Exchange" before such water is made available for Cyclic Storage
20 Agreements.

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

24 (c) Available Storage Capacity. In considering the available Ground
25 Water storage capacity of the Basin for such Agreements, Watermaster shall
26

1 take into account the operation of the Basin under the Physical Solution
2 provisions of the Judgment.

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

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

7 a) The time, place, and amount of said spreading
8 shall be approved in advance by Watermaster provided, however,
9 that when the water level of the Baldwin Park Key Well is at or
10 above elevation two-hundred fifty (250) feet, spreading activities
11 shall be restricted to the easterly portion of the Basin at water
12 spreading facilities designated in advance by Watermaster, unless
13 otherwise approved by the Court;

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

16 (3) Priorities for Cyclic Storage Agreements in the following
17 order:

18 a) Responsible Agencies on the basis of their relative
19 requirements for Replacement Water within their respective
20 corporate boundaries,

21 b) Other Parties on the basis of priority of application
22 to Watermaster for such Agreements, and

23 c) Non-parties;

24 (4) Determinations by Watermaster of, and accounting for, all
25 losses in stored water, assuming that such stored water floats on top of
26 the Ground Water supplies, and accounting for all losses of water which

1 otherwise would have replenished the Basin. Such losses of stored water
2 shall be assigned by Watermaster as follows:

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

6 b) The next losses by Parties who are not
7 Responsible Agencies in reverse priority of the earliest original
8 dates of their respective Cyclic Storage Agreements, to the whole
9 of their stored water, and

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

13 (5) The priorities for spreading of Supplemental Water are
14 hereby established as follows, in the order of their priority:

15 First: Supplemental Water ordered by Watermaster from
16 Responsible Agencies for direct delivery to the Basin as
17 Replacement Water,

18 Second: Supplemental Water for delivery to the Basin for storage
19 under Cyclic Storage Agreements between Watermaster and
20 Responsible Agencies. In the event that more than one
21 Responsible Agency wishes to deliver water to Cyclic Storage
22 simultaneously and there is inadequate spreading capacity
23 available, deliveries by each Responsible Agency so desiring to
24 deliver Supplemental Water shall be scheduled so that the total
25 quantity of water in Cyclic Storage of those Agencies can be
26

1 increased proportionately in percent of their maximum allowed
2 Cyclic Storage,

3 Third: Supplemental Water for delivery to Individual Cyclic
4 Storage accounts of Parties to the Judgment. In the event that
5 more than one Party wishes to deliver water to such Cyclic
6 Storage accounts simultaneously and there is inadequate
7 spreading capacity available, deliveries for each such Party shall
8 be scheduled so that the total quantity of water in such Parties'
9 Individual Cyclic Storage accounts can be increased
10 proportionately in percent of their maximum allowed Cyclic
11 Storage, and

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

14 (6) Payment to Watermaster for the benefit of Parties in said
15 action of all special costs, damages or burdens incurred (without any
16 charge, rent, assessment or expense as to Parties to said action by reason
17 of the adjudicated proprietary character of said storage rights, nor credit
18 for offset for benefits resulting from such storage); provided, no Party
19 shall have any direct interest in or control over such contracts or the
20 operation thereof by reason of the adjudicated right of such Party.
21 Watermaster has sole custody and control of all Ground Water storage
22 rights in the Basin pursuant to the Physical Solution in the Judgment and
23 all said Agreements are subject to review and approval of the Court.

24 (e) Terms of Cyclic Storage Agreements and
25 Extensions. The term of such Agreements shall not exceed five
26 (5) years but may be extended for additional terms, not to exceed

1 five (5) years each, provided Watermaster shall report its
2 intention to consider an extension of any such Agreement in
3 minutes of its meeting held prior to its meeting when any such
4 extension request shall be acted upon.

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

8 (g) Watermaster to be Held Harmless. The storing
9 entity of such Agreement shall save and hold harmless
10 Watermaster, its officers, agents and employees from any and all
11 costs, damages or liability resulting from said Agreement and
12 shall provide Watermaster with the defense or costs of the
13 defense of any action brought against Watermaster, its officers,
14 agents or employees arising or alleged to arise by reason of such
15 Agreement for storage of Supplemental Water in the Basin.

16 (h) Reports of Stored Water. The storing entity, if not
17 a Producer, shall quarterly report to Watermaster the amount of
18 Supplemental Water which it spreads and withdraws each quarter
19 under such Agreement. Such reports shall be due on the last day
20 of the month next succeeding the end of the relevant quarter, i.e.
21 April 30, July 31, October 31, and January 31. Such reports shall
22 be cumulative and shall indicate the credit balance of the relevant
23 quarter. If the storing entity is a Producer storing water pursuant
24 to an Individual Producer Cyclic Storage Account whereby
25 Watermaster has purchased the stored water on the Producer's
26 behalf and credited the Producer's account, then Watermaster

1 shall provide the Producer with a quarterly accounting of storage
2 credit in the regular quarterly production report form. The
3 Producer shall be responsible for verifying the credit and
4 notifying Watermaster of any dispute or discrepancy.

5 (i) Court Approval of Cyclic Storage Agreements.

6 Upon its approval of a Cyclic Storage Agreement, Watermaster
7 shall Petition the Court for approval thereof and said Agreement
8 shall become effective only upon such Court approval.

9 27. Responsible Agency from Whom Watermaster Shall Purchase
10 Replacement Water.

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

21 (b) Water Used Within the Basin. For water used within the Basin,
22 the Responsible Agency within whose boundaries is located the place of use of
23 water Produced from the Basin will determine the Responsible Agency from
24 whom Watermaster shall purchase Replacement Water.

25 (c) Water Exported from the Basin. Except for water Produced from
26 the Basin and used within the City of Sierra Madre (for which San Gabriel

1 District shall be the Responsible Agency), the place of such Production of water
2 exported from the Basin shall determine the Responsible Agency from whom
3 Watermaster shall purchase Replacement Water.

4 (d) Computations of the Amount of Replacement Water to be
5 Purchased from Responsible Agencies. In computing the amount of
6 Replacement Water to be provided by a Responsible Agency, Watermaster
7 shall:

8 (1) Determine the Replacement Water requirement of each
9 Party to the Judgment and apportion such Replacement Water
10 requirement as required in (b) and (c) above;

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

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

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

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

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

21 (e) Net Interagency Transfer Adjustment and Replacement Water
22 Requirement. Replacement Water requirements as heretofore calculated shall be
23 modified by a "Net Interagency Transfer Adjustment." "Interagency Transfer"
24 shall mean the aggregate amount of Production Right resulting from the
25 temporary transfer of all or a portion of a Pumper's Share of Operating Safe
26 Yield, or a Base Annual Diversion Right, or the Diversion Component or

1 Pumping Component of an Integrated Production Right for use within the
2 boundaries of a Responsible Agency other than the Responsible Agency within
3 which such water rights were developed and adjudicated.

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

7 (1) Net Interagency Transfers shall be calculated for each
8 Responsible Agency as the difference between such rights transferred for
9 use outside or partially outside that Responsible Agency and such rights
10 transferred for use within or partially within that Responsible Agency.

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

22 (f) Special Provisions.

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

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

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

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

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

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

23 (3) All adjustments shall be accumulated in a Deferred
24 Replacement Water Requirement Account for each of the Responsible
25 Agencies. In future years when deliveries of Replacement Water may be
26 made by a Responsible Agency, up to the amount, or any portion of the

1 amount, in the Deferred Replacement Water Requirement Account, such
2 deliveries will be equally subtracted from the Replacement Water
3 requirement of the Responsible Agency(s) from which it was derived in
4 (1) and/or (2) above for that year so long as such deliveries shall not
5 cause total deliveries of all Responsible Agencies to exceed the amounts
6 provided for in paragraph (f) (1) and/or paragraph (f) (2) above. At the
7 time that deliveries are made by a Responsible Agency from its
8 Deferred Replacement Water Requirement Account, Watermaster shall
9 pay to that Responsible Agency its price prevailing at that time for
10 Replacement Water.

11 (i) Advanced Delivery Account. Whenever the total quantity
12 calculated in (e) (1) above, is less than that delivered to the City of Alhambra
13 through USG-5 for the previous year, an accounting of the difference shall be
14 maintained in an "Advanced Delivery Account" and such difference, or as
15 much as possible thereof, shall be subtracted from the Replacement Water
16 Requirement of Upper District in the next year when an obligation to deliver
17 Replacement Water exists for Upper District.

18 28. Ground Water Quality Management. The Watermaster, Upper District,
19 San Gabriel District, and San Gabriel Valley Water Association, through a Joint
20 Resolution dated February-March 1989, affirmed their commitment to participate in a
21 coordinated federal, state and local response to contamination of Ground Water supplies
22 of the Basin for both the purpose of preventing additional contamination and the
23 purpose of cleaning up and limiting the spread of existing contamination. The entities
24 adopting that Joint Resolution designated and accepted Watermaster as the entity to
25 coordinate local involvement in the efforts to preserve and restore the quality of Ground
26 Water within the Basin. Watermaster sought and received additional powers from the

1 Court to regulate extractions of water from the Basin for water quality control purposes,
2 and this Section 28 is to implement the same. These efforts shall be that any New or
3 Increased Extraction to meet water needs from the Basin shall include planned
4 treatment in existing areas of High Level Degradation or Contamination. An important
5 part of exercising these additional powers and coordinating federal, state and local
6 responses to contamination of the Basin's water supplies is the collection and
7 compilation of essential data from Producers and the expeditious distribution of such
8 data to the proper state and federal regulatory agencies involved in water quality
9 matters in the Basin.

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

- 14 - Construct any well;
- 15 - Deepen any existing well;
- 16 - Modify the perforations of the casing of any existing well;
- 17 - Notwithstanding natural fluctuations in Basin water levels, physically
18 increase or decrease the Effective Extraction Capacity of any existing
19 well, including that which may occur due to installation or modification
of pipelines, booster pumps or other distribution system components, as
of said effective date of these Rules and Regulations;
- Abandon any existing well; or
- Construct, relocate or abandon Ground Water Treatment Facilities.

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

24 (b) Watermaster Directed Change in Water Production.

25 (1) Based on available data, Watermaster's Five-Year Plan,
26 and/or Ground Water modeling, Watermaster will, for water quality protection

1 purposes, direct any Producer to increase, decrease or cease Production from
2 existing wells, initiate new well Production or deliver water to or accept water
3 from another water system or direct a Producer to obtain water from another
4 source in-lieu of Pumping from its own wells, or take other appropriate actions
5 in compliance with an approved Watermaster plan by giving such Producer
6 advanced written notice thereof, specifying a time certain for compliance.

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

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

18 (1) Identification and location of all Active, Inactive or
19 Abandoned Wells;

20 (2) Water quality data concerning organic compounds,
21 nitrates and any other water quality parameters as specified by
22 Watermaster, including all data from other sampling Producers may
23 conduct in addition to governmental requirements;

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

26 (4) Depths or zones from which water is extracted from each

1 well, if available; and

2 (5) A current map of the main water transmission system of
3 Producer's distribution system showing the location and sizes of
4 transmission mains and storage reservoirs, all interconnections with
5 other systems and their sizes and capacities, and any other data pertinent
6 to the transmission (but not distribution to customers) of water through
7 the Producer's system.

8 (d) Quarterly Reports. After the initial submittal of data per
9 subparagraph (c) above, the following data shall be submitted by all Producers
10 to Watermaster quarterly, on or before the last day of January, April, July and
11 October:

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

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

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

19 (e) Operating Principles. Any New or Increased Extraction by a
20 Producer in the Basin to meet water supply needs shall have prior Watermaster
21 approval, shall not contribute to contaminant migration, and shall include
22 planned treatment in existing areas of High-level Degradation and
23 Contamination. In giving such approval, Watermaster shall consider the
24 cumulative effects of multiple actions by all Producers in the area of concern by
25 using available information, the Five-Year Plan, and Ground Water modeling.
26 If Watermaster determines that a proposed new well is a Replacement Well and

1 is not a New or Increased Extraction, the requirement for Planned Treatment in
2 existing areas of High-level Degradation and Contamination may be waived.

3 (f) Emergency Exemptions. Where a Producer's water supply or
4 water quality problem is so urgent that the viable option for maintaining an
5 adequate short-term supply that meets drinking water standards involves an
6 action in conflict with the operating principles outlined in Section 28 (e) hereof,
7 Watermaster may approve a short-term action contingent upon the Applicant
8 Producer concurrently submitting an acceptable long-term action plan with
9 acceptable deadlines for implementation. In general, the long-term action plan
10 must be approved prior to or concurrently with the short-term action.

11 (g) Water Quality and Supply Plans. To assure that Pumping does
12 not lead to further degradation of water quality in the Basin, a Five- Year Water
13 Quality and Supply Plan must be prepared and updated annually by
14 Watermaster, projecting water supply requirements and water quality conditions
15 for each period of five (5) calendar years beginning November 1, 1991, and
16 each November 1 thereafter. This Plan will also include a water quality
17 monitoring element to obtain supplemental information as needed to assist in
18 projecting contamination levels. Watermaster will supply the Producers with
19 projections of contaminant migration by June 1 of each year for the preparation
20 of these Water Quality and Supply Plans.

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

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

26 (2) Identification of each Production well known to contain

1 contaminants and the contaminant levels;

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

5 (4) Any intended treatment facility.

6 Watermaster shall analyze the information submitted by Producers and
7 develop an overall draft Basin Water Quality and Supply Plan. A draft Plan will
8 be submitted by Watermaster to the Los Angeles Regional Water Quality
9 Control Board, and for public review and comment per Section 28 (i) hereof, by
10 November 1. Appropriate modifications resulting from comments received will
11 be reflected in the final draft, and a staff report providing an explanation of
12 decisions will be made available.

13 (h) Ground Water Treatment Facilities.

14 (1) Producers in the Basin shall notify Watermaster in
15 advance at the initial stages of planning of their intent to construct any
16 Facility to remove volatile organic compounds (VOCs), nitrates, or other
17 contaminants from water Produced from the Basin. Such notice shall
18 include the following information:

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

(2) In addition, the Producer shall describe all necessary

1 permits and/or all permits for which it has applied or has received from
2 all regulatory agencies with regard to such Treatment Facility and shall
3 supply to Watermaster copies of all environmental documents required
4 under the California Environmental Quality Act and/or the National
5 Environmental Protection Act. No construction of such Treatment
6 Facilities shall be initiated without the prior written approval of
7 Watermaster. Watermaster shall promptly examine each submittal for
8 compatibility with available information, the Five- Year Plan and the
9 operating principles, and notify the Applicant of its findings and decision
10 regarding such proposed Treatment Facility no later than at its first
11 regular meeting following sixty (60) days after receipt of a complete
12 submittal by the Producer. Watermaster will also report its determination
13 to the Los Angeles Regional Water Quality Control Board.

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

- 16 - name or other designation of the Treatment Facility;
- 17 - quantity of water treated during quarter;
- 18 - quantity of each contaminant removed;
- 19 - quality of water before treatment, at beginning and end
20 of each quarter;
- 21 - quality of water after treatment, at beginning and end of
22 each quarter; and
- 23 - operation and maintenance costs for each quarter.

24 (i) Decision Making Process. Hearings and Appeals.

25 (1) All Watermaster determinations relating to the control of
26 Pumping for water quality purposes shall be based upon a staff
recommendation and information and recommendations received from
or furnished by affected Producers. Staffs recommendation shall result
from staff's analysis of information presented by interested Parties, all

1 available water quality data, Watermaster's Five-Year Plan, Ground
2 Water modeling and other water quality trend analysis reports, and will
3 be based on the operating principles set forth in these rules. Staff shall
4 provide supporting data to document each recommendation that it makes
5 to Watermaster. After consideration of the staff recommendation and
6 public comment provided at the Watermaster meeting, Watermaster
7 shall make a final decision.

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

20 (3) Appeal of a Watermaster decision may be made to the
21 Watermaster who shall notice and consider the same at a public hearing.
22 Actions by the Watermaster are subject to review by the Court. Any
23 Party may, by a regularly noticed motion, petition the Court for review
24 of Watermaster's action or decision. Notice of such motion shall be
25 served and filed within ninety (90) days after such Watermaster action
26 or decision.

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2 29. Watermaster-directed Groundwater Management Programs. Upon written
3 request by any Party, or on recommendation of Watermaster staff, Watermaster may
4 initiate an investigation of existing or proposed pumping activities, groundwater levels,
5 recharge potential and other factors that influence groundwater supply in any specific
6 area of the Basin. Based on the findings of the investigation, and in accordance with
7 Section 40(a) of the Judgment, Watermaster may determine that a groundwater
8 management program is needed to assure equitable water supply availability to all
9 affected Parties in the investigation area. Such a program may require that Producers
10 reduce pumping from one or more wells, take water from another source in lieu of
11 pumping groundwater, or a combination of those and/or other measures; however, no
12 program adopted by Watermaster pursuant to this section shall effect a modification or
13 amendment of the quantities specified in the declared rights of any Party under the
14 Judgment.

15 If Watermaster determines such a management program is needed within a
16 specific area of the Basin, Watermaster will develop the program with review and
17 comment by affected Parties, and will first attempt to facilitate its implementation
18 through voluntary agreements among the various affected Parties. Watermaster may
19 also participate in such agreements as appropriate, subject to court approval.

20 If any affected Party refuses voluntary participation in the groundwater
21 management program, or if the affected Parties cannot reach agreement within a
22 reasonable time not to exceed 12 months from the date that Watermaster receives the
23 draft program at a regular meeting, Watermaster will consider adoption of the program
24 at a duly noticed public hearing and, if the program is adopted, will seek court approval
25 of the program as part of the Watermaster Operating Criteria set forth in the Judgment.
26 Watermaster will implement the program upon court approval and may use funds
collected through the In-lieu Assessment to reimburse a Producer for costs incurred

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beyond normal operating costs to comply with the Watermaster-directed groundwater management program.

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,
17 and has elected to have its rights adjudicated under the optional formula provided in
18 Section 18 of the Amended Judgment.

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

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

26 (l) Key Well -- Baldwin Park Key Well, being elsewhere designated as

1 State Well No. IS/IOW-7R2, or Los Angeles County, Department of Public Works,
2 Well No. 3030-F. Said well has a ground surface elevation of 386.7.

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

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

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

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

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

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

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

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

26 (u) Physical Solution -- The Court-decreed method of managing the waters

1 of the Basin so as to achieve the maximum utilization of the Basin and its water supply,
2 consistent with the rights declared in the Judgment.

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

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

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

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

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

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

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

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

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

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

26 (ff) Responsible Agency -- The municipal water district which is the normal

1 and appropriate source from whom Watermaster shall purchase Supplemental Water for
2 replacement purposes under the Physical Solution of the Judgment, being one of the
3 following:

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

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

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

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

14 (hh) Supplemental Water -- Non-tributary water imported through a
15 Responsible Agency and Reclaimed Water.

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

25 (jj) Water Level -- The measured Elevation of water in the Key Well,
26 corrected for any temporary effects of mounding caused by replenishment or local

1 depressions caused by Pumping.

2 (kk) Year -- A calendar year, unless the context clearly indicates a contrary
3 meaning.

4 **The following are supplemental definitions relating to Section 28 of these**
5 **rules and regulations.**

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

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

16 (nn) Effective Extraction Capacity -- The actual capacity of a well or
17 extraction facility to extract Ground Water from the Basin using the pumping
18 equipment and system appurtenances in good working order as they existed on June 28,
19 1991.

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

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

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

26 (rr) Inactive Well -- Any well that is not in service at the time of filing of an

1 application hereinunder.

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

4 (tt) High-level Degradation and Contamination -- Ground Water containing
5 contaminants in excess of the federal or state maximum contaminant level. Some areas
6 of the Basin contain higher contaminant concentrations than others and Treatment
7 Facilities shall be planned to extract Ground Water from the higher level areas of
8 contamination in the Basin.

9 (uu) Replacement Well -- A new well that will replace an existing well due to
10 structural or mechanical failure, which is located in the same general vicinity and which
11 has the same physical characteristics (size, depth, perforation intervals) and design
12 extraction capacity as the well it is replacing.

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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,
8 Section 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
13 28 (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
17 Yield of the Basin for the next five Fiscal Years and mail a copy thereof to all
18 Parties at least ten (10) days prior to a hearing thereon and which said hearing
19 shall 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
22 28 (d), due to Watermaster.

- 23 7. Watermaster's first meeting in May.

24 (a) Hearing on Preliminary Determination for Watermaster to make Final
25 Determination of Operating Safe Yield. (R/R 14(b)) Within thirty (30) days of
26 the Final Determination of the Operating Safe Yield a copy of the Final Report

1 and Determination must be mailed to each Pumper and Integrated Producer,
2 including a statement of their entitlements under such Determination.(R/R
3 14(c))

4 (b) Budget.

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

10 (c) Assessments.

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

- 14 8. June 1 - Watermaster to supply Producers with projections of contaminant
15 migration by June 1. (R/R 28(g))
- 16 9. July - Authorize preparation of Annual Watermaster Report. Receive tentative
17 budget from San Gabriel River Watermaster.
- 18 10. July 31 - Quarterly Reports, as required by the Rules and Regulations, of
19 Production (R/R 13), Cyclic Storage (R/R 26(h)) and data required by Section
20 28 (d), due to Watermaster. Producers of potable water from the Basin must
21 submit to Watermaster the data required by Section 28(g).
- 22 11. August 15 - On or before this date Watermaster must give written notice of all
23 applicable Assessments to all Parties. (R/R 19)
- 24 12. September 20 - All Assessments payable to Watermaster. (R/R 19(a))
- 25 13. September 30 - Must pay Upper Area share of San Gabriel River Watermaster
26 budget by this date.

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

Name of Designee (of Seller) to receive
service of Processes and 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 “Stipulation Re Intervention After Judgment” if Buyer is not a party to the Judgment)

CORPORATE ACKNOWLEDGMENT

STATE OF CALIFORNIA)§
COUNTY OF LOS ANGELES)

On this _____ day of _____, 20____, 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)

On this _____ day of _____, 20____, 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 and Notices:

Name of Designee (of Seller) to receive
service of Processes and 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 “Stipulation Re Intervention After Judgment” if Buyer is not a party to the Judgment)

CORPORATE ACKNOWLEDGMENT

STATE OF CALIFORNIA)§
COUNTY OF LOS ANGELES)

On this _____ day of _____, 20____, 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)

On this _____ day of _____, 20____, 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 “Diversion Component” 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 and Notices:

Name of Designee (of Seller) to receive
service of Processes and 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 “Stipulation Re Intervention After Judgment” if Buyer is not a party to the Judgment)

CORPORATE ACKNOWLEDGMENT

STATE OF CALIFORNIA)§
COUNTY OF LOS ANGELES)

On this _____ day of _____, 20____, 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)

On this _____ day of _____, 20____, 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 following appropriate category)

- Production Right _____ AF
- Prescriptive Pumping Right _____ AF
- Base Annual Diversion Right _____ AF

- Integrated Production Right (consisting of
_____ AF of "Prescriptive Pumping
Component" and _____ AF of
"Diversion Component")
- Carryover Right _____ AF

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

Said assignment is made upon condition that:

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

DATED: _____

ASSIGNEE

ASSIGNOR

Signature

Signature

Name of Designee (of Assignee) to receive
service of Processes and Notices:

Name of Designee (of Assignor) to receive
service of Processes and Notices:

Address _____
Tel. No.: _____

Address _____
Tel. No.: _____

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 "Stipulation Re Intervention After Judgment" if Assignee is not a party to the Judgment)

CORPORATE ACKNOWLEDGMENT

STATE OF CALIFORNIA)§
COUNTY OF LOS ANGELES)

On this _____ day of _____, 20____, 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)

On this _____ day of _____, 20____, 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)

1 NOSSAMAN, GUTHNER, KNOX & ELLIOTT, LLP
2 FREDERIC A. FUDACZ, State Bar No. 050546
3 ALFRED E. SMITH, State Bar No. 186257
4 445 South Figueroa Street, 31st Floor
5 Los Angeles, CA 90071-1602
6 Telephone: (213) 612-7800
7 Facsimile: (213) 612-7801
8 Attorneys for Main San Gabriel Basin Watermaster

**EXEMPT FROM FILING FEES
GOVERNMENT CODE § 6103**

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

11 Upper San Gabriel Valley Municipal Water)
12 District,)
13 Plaintiff,)
14 vs.)
15 City of Alhambra, et al,)
16 Defendant)
17)
18)

Case No.: C 924128
STIPULATION RE INTERVENTION
AFTER JUDGMENT OF

19 IT IS HEREBY STIPULATED by and between the Main San Gabriel Basin
20 Watermaster for and on behalf of all parties to the instant action (pursuant to Section
21 57 of the amended Judgment) and _____, the
22 proposed Intervenor(s) herein, that said proposed Intervenor(s) may intervene in the
23 instant action and become entitled to all of the benefits and bound by all of the
24 burdens of the Judgment herein.

26 The Court will consider the attached proposed Order confirming said
27 Intervention at _____ o'clock _____ on _____ 20____, in
28 Department 38, located at 111 North Hill Street, Los Angeles, California 90012.

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

3
4 DATED: WATERMASTER

5
6 By _____
7 Chairman

8 Attest:

9
10 _____
11 Secretary

12
13 DATED: _____ INTERVENOR(S)

14 _____
15
16 By _____

17
18 By _____

19
20 Name of Intervenor's Designee:

21 _____
22 Address of Designee:

23 _____
24 _____
25
26 Telephone Number of Designee:

27 _____
28

1 FREDERIC A. FUDACZ, State Bar No. 050546
ALFRED E. SMITH, State Bar No. 186257
2 NOSSAMAN, GUTHNER, KNOX & ELLIOTT, LLP
445 South Figueroa Street, 31st Floor
3 Los Angeles, CA 90071-1602
Telephone: (213) 612-7800
4 Facsimile: (213) 612-7801
Attorneys for Main San Gabriel Basin Watermaster

5
6
7
8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF LOS ANGELES

11 Upper San Gabriel Valley)
12 Municipal Water District,)
13 Plaintiff,)
14 vs.)
15 City of Alhambra, et al,)
16 Defendant)

Case No.: C 924128

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

17
18 Defendant(s) _____

19 hereby designates: _____

20 whose address is _____

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

25
26 A copy hereof has been served upon the Watermaster herein, by mail, on

27 _____, 20____.

28 DESIGNEE TO RECEIVE FUTURE NOTICES FOR AND ON BEHALF OF DEFENDANT(S)- 1

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Executed under penalties of perjury at _____, California,
this _____ day of _____, 20__.

DESIGNEE TO RECEIVE FUTURE NOTICES FOR AND ON BEHALF OF DEFENDANT(S)- 2

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

On _____, 20____, 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

(Signature)

(Signature)

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 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)

CORPORATE ACKNOWLEDGMENT

STATE OF CALIFORNIA)§
COUNTY OF LOS ANGELES)

On this _____ day of _____, 20____, 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)

On this _____ day of _____, 20____, before me, the undersigned Notary
Public, personally appeared _____,

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

WITNESS my hand and official seal.

Signature _____

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

(SEAL)

Mailing Address:
725 North Azusa Ave.
Azusa, CA 91702

MAIN SAN GABRIEL BASIN WATERMASTER
SUPERIOR COURT CASE NO. 924128-LOS ANGELES COUNTY

(State Well Number)

(Recordation Number)

(Owner's Designation)

APPLICATION TO DRILL WATER WELL

(To Be Completed by Watermaster)

(1) APPLICANT:

Name _____
Address _____

(2) LOCATION OF PROPOSED 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) PROPOSED USE:

Municipal () Irrigation ()
Domestic () Industrial ()
Water Quality Cleanup ()
Other ()

(5) DRILLING EQUIPMENT:

Rotary ()
Cable ()
Other ()

(6) PROPOSED WELL CHARACTERISTICS:

A. Casing Installed: STEEL () PLASTIC () OTHER ()
Gravel Packed: Yes () No () Size _____

From ft.	To ft.	Diam.	Gage or Wall	Diameter of Bore	Packed	
					From ft.	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 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, 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: _____

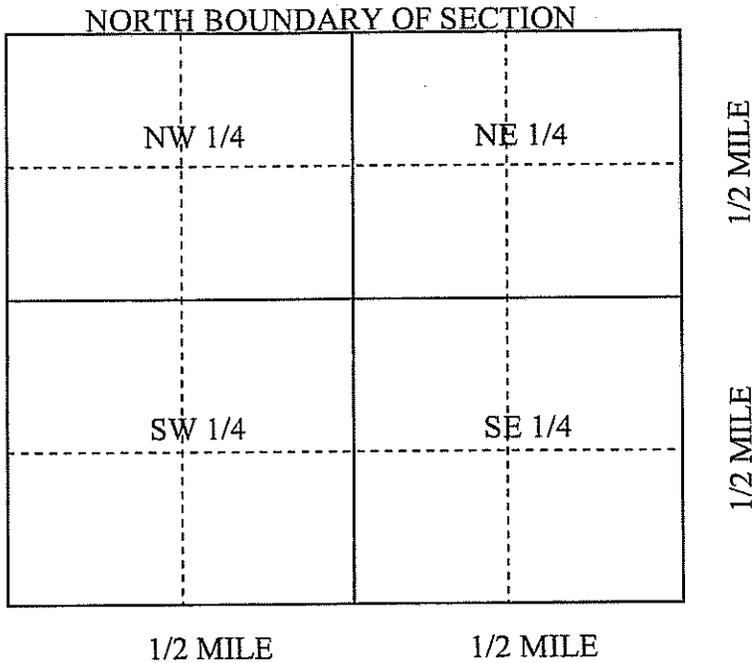
Permit Number: _____

By: _____

(Name)

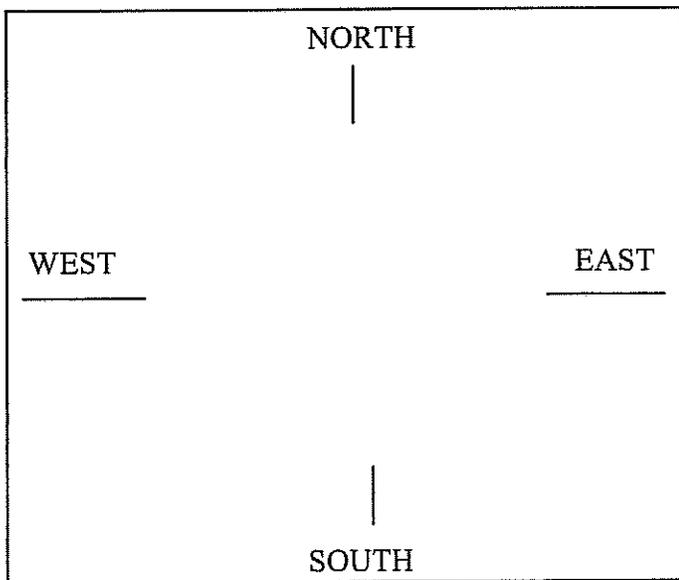
(Title)

WELL LOCATION SKETCH



Township _____ N/S
 Range _____ E/W
 Section No. _____

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



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

Mailing Address:
725 North Azusa Ave.
Azusa, CA 91702

MAIN SAN GABRIEL BASIN WATERMASTER
SUPERIOR COURT CASE NO. 924128-LOS ANGELES COUNTY

(State Well Number)
(Recordation Number)
(Owner's Designation)

APPLICATION TO MODIFY EXISTING WATER WELL

(1) APPLICANT:

Name _____
Address _____

(2) LOCATION OF PROPOSED 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:

Deepening () Modify Perforations () Increase Yield ()
Reconditioning () Other () _____

(5) PROPOSED USE:

Municipal () Irrigation ()
Domestic () Industrial ()
Water Quality Cleanup ()
Other () _____

(6) DRILLING EQUIPMENT:

Rotary ()
Cable ()
Other () _____

(7A) CASING INSTALLED (existing):

STEEL () PLASTIC ()
OTHER () _____

From ft.	To ft.	Diam.	Gage or Wall	Gravel Packed:		
				Diameter of Bore	From ft.	To ft.

Size of shoe or well ring: _____

Describe joint _____

(7B) CASING INSTALLED (proposed):

STEEL () PLASTIC ()
OTHER () _____

From ft.	To ft.	Diam.	Gage or Wall	Gravel Packed:		
				Diameter of Bore	From ft.	To ft.

Size of shoe or well ring: _____

Describe joint _____

(8A) PERFORATIONS OR SCREEN (existing):

Type of perforation or size of screen _____

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

(8B) PERFORATIONS OR SCREEN (proposed):

Type of perforation or size of screen _____

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

(9A) EXISTING CONSTRUCTION:

Was a surface sanitary seal provided? Yes () No ()
To what depth? _____ ft.
Were any strata sealed against pollution? Yes () No ()
If yes, note depth of strata
from _____ ft. to _____ ft.
from _____ ft. to _____ ft.
Method of sealing _____

(9B) PROPOSED CONSTRUCTION:

Will a surface sanitary seal be provided? Yes () No ()
To what depth? _____ ft.
Is any strata anticipated to be sealed against pollution? Yes () No ()
If yes, note depth of strata
from _____ ft. to _____ ft.
from _____ ft. to _____ ft.
Method of sealing _____

(10) WELL TESTS:

Was a 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 ()
Propane () Diesel ()
B. Pump Performance:
Horsepower _____ (GPM)
Design Efficiency _____

(13B) PROPOSED WELL PUMP DATA:

A. Pump Type:
Electric () Natural Gas () Other ()
Propane () Diesel ()
B. Pump Performance:
Horsepower _____ (GPM)
Design Efficiency _____

(14) Please provide copy of County of Los Angeles permits and State Department of Water Resources Water Well Driller Reports 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: _____

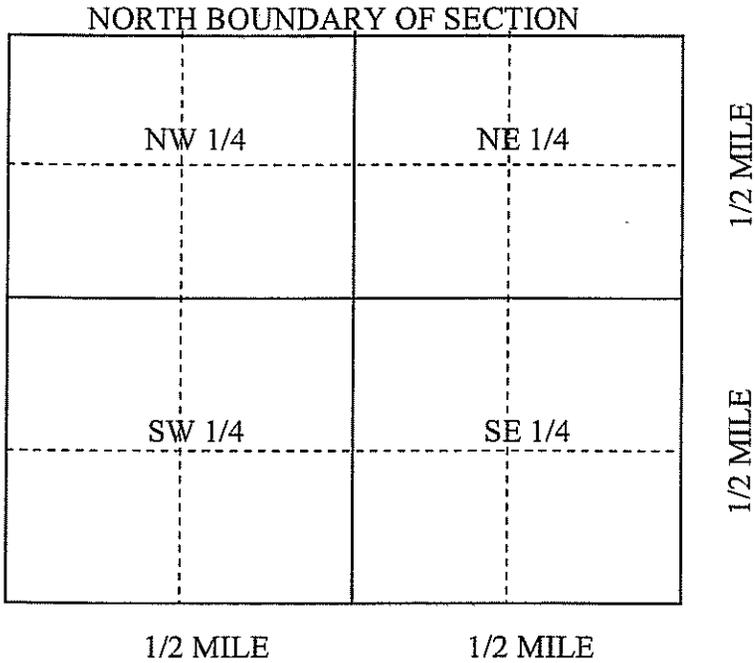
Permit Number: _____

By: _____

(Name)

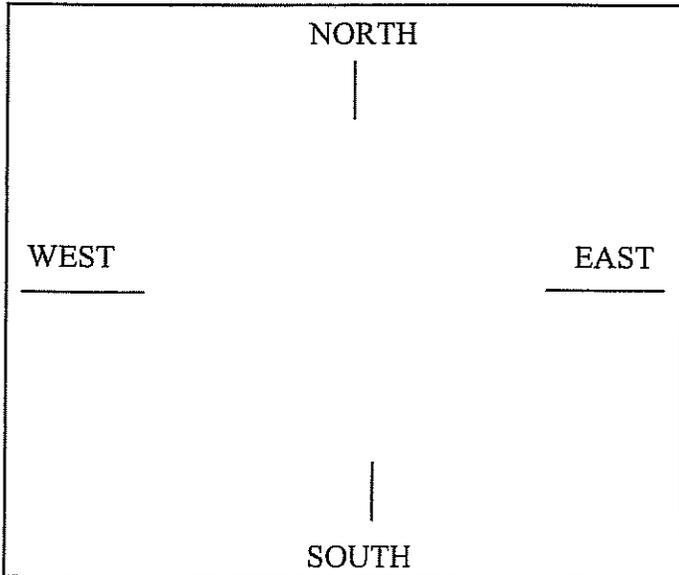
(Title)

WELL LOCATION SKETCH



Township _____ N/S
 Range _____ E/W
 Section No. _____

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



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

Mailing Address:
725 North Azusa Ave.
Azusa, CA 91702

MAIN SAN GABRIEL BASIN WATERMASTER
SUPERIOR COURT CASE NO. 924128-LOS ANGELES COUNTY

(State Well Number)

(Recordation Number)

(Owner's Designation)

APPLICATION TO DESTROY 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 ()
OTHER () _____

Gravel Packed:
Yes () No () Size _____

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	Rows per ft.	Slot Size

(8) CONSTRUCTION:

Was a surface sanitary seal provided? Yes () No ()
To what depth? _____ ft.
Were any strata sealed against pollution? Yes () No ()
If yes, note depth of strata
from _____ ft. to _____ ft.
from _____ ft. to _____ ft.
Method of sealing _____

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

Total depth _____ ft. Depth of completed well _____ ft.
Formation: Describe by color, character, size of material and structure if well log cannot be provided.
_____ ft. to _____ ft.

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

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

Submitted for Applicant by: _____

Signature: _____

Title: _____

Date: _____

Date Received by Watermaster: _____

Watermaster Action:
Approved () Denied ()

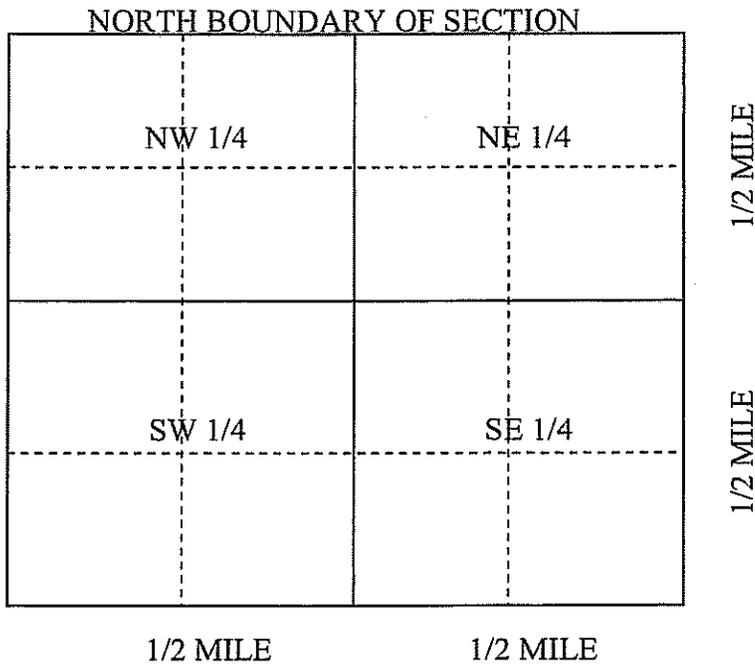
Date of Action: _____

Permit Number: _____

By: _____
(Name)

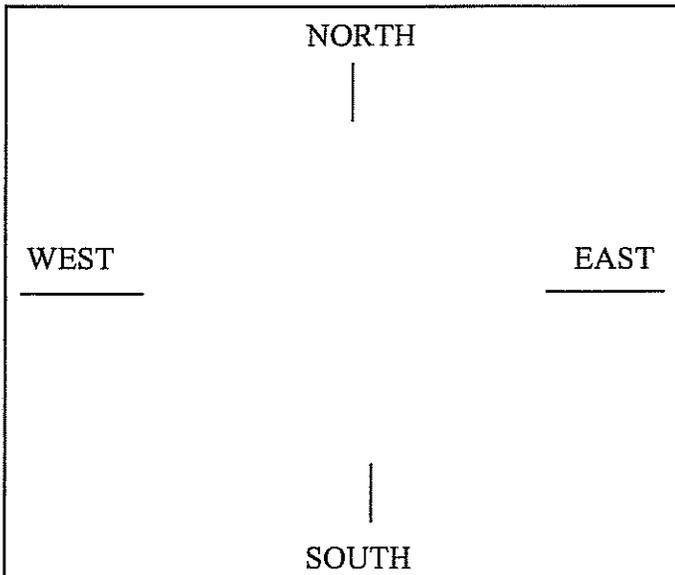
(Title)

WELL LOCATION SKETCH



Township _____ N/S
 Range _____ E/W
 Section No. _____

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



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

Mailing Address:
725 North Azusa Ave.
Azusa, CA 91702

MAIN SAN GABRIEL BASIN WATERMASTER
SUPERIOR COURT CASE NO. 924128-LOS ANGELES COUNTY

APPLICATION FOR WATER TREATMENT FACILITY

(1) APPLICANT:

Name _____
Address _____

(2) LOCATION OF TREATMENT FACILITY:

Address _____
Thomas Brothers Guide (Please indicate year, page number and coordinates.) _____

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

(3) (A) NAME OF WATER TREATMENT FACILITY

CONTRACTOR: _____

(B) NAME OF DESIGN ENGINEER AND STATE

REGISTRATION NUMBER: _____

(4) PROPOSED ACTION AT TREATMENT FACILITY

Construction () Modification () Removal ()

Destruction () Other ()

(5) DESCRIPTION OF FACILITY:

(A) Type of treatment:

Volatile Organic Chemical () Nitrate () Other ()

(B) Please describe the treatment process to be used at the proposed treatment plant.

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

(6) ANTICIPATED TREATMENT FACILITY CAPACITY:

_____ Gallons Per Minute

_____ Acre-feet Per Year

(7) EXPECTED CONCENTRATION OF CONTAMINANTS:

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

(8) DISPOSITION OF ALL TREATED WATER:

(Please describe disposition of all treated water, and the corresponding annual amount of discharge.)

(9) INITAIL START-UP DATE:

(10) EXPECTED OPERATING SCHEDULE:

(A) Daily schedule _____

(B) Number of days each month (Please specify if operating schedule varies month-to-month)

(11) EXPECTED COSTS

(A) Capital cost:\$ _____

(B) Operation and maintenance:\$ _____ /AF.

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

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

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

(14) Please provide Watermaster with copies of all feasibility studies, alternative water supply sources, water quality studies or other reports 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.

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: _____

Date Received by Watermaster: _____

Watermaster Action:

Approved () Denied ()

Date of Action: _____

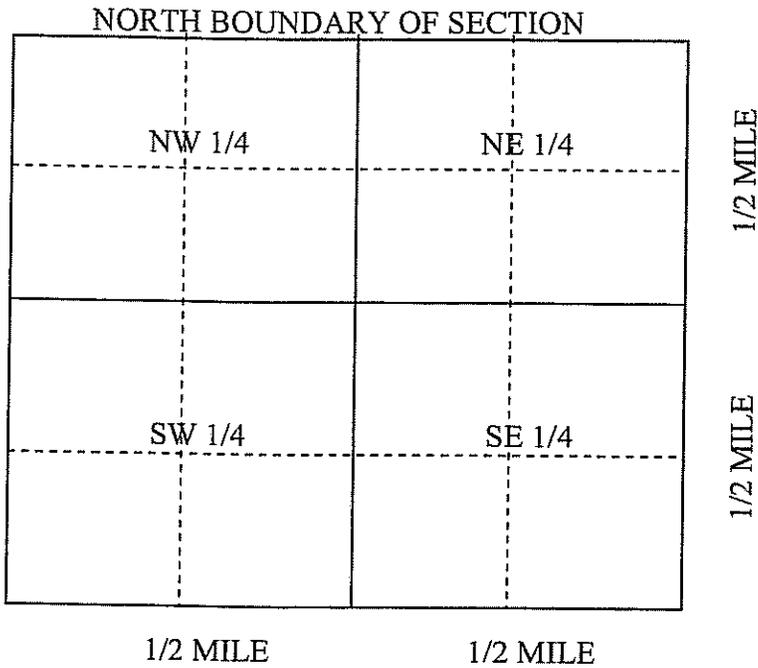
Permit Number: _____

By: _____

(Name)

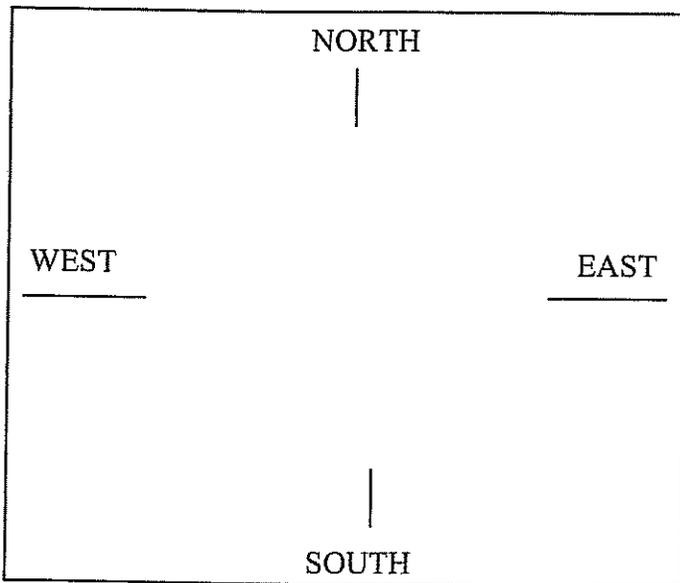
(Title)

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.



Appendix E

Santa Fe Dam Transfer Agreement

**AGREEMENT TO SUPPLY POTABLE WATER AND FIRE FLOW
TO THE COUNTY OF LOS ANGELES SANTA FE DAM RECREATIONAL AREA
BY VALLEY COUNTY WATER DISTRICT**

As of September 13, 2001, VALLEY COUNTY WATER DISTRICT, a public agency and the COUNTY OF LOS ANGELES, agree as follows:

Section 1. Purpose

Los Angeles County ("County") desires to obtain a potable supply of water and fire flow for the recreational area of its Santa Fe Dam project. Valley County Water District ("District") provides water service in the area, primarily as a retailer to customers who pay a readiness to serve charge to the District. The parties intend the District will sell water to the County at a wholesale rate, which water will be second in priority to those retail District customers who pay a readiness to serve charge. By previous agreement, the parties have constructed facilities to allow District to furnish water to the County.

County is the owner of adjudicated water rights in the Main San Gabriel Basin. County is subject to assessments levied by the Main San Gabriel Basin Watermaster.

Section 2. Agreement

County and District hereby agree as follows:

A. County agrees to pay for water provided by District pursuant to this Agreement at the rate of \$102.00 per acre-foot. This rate shall be annually reviewed and adjusted, if necessary, to reflect any change in the District's operation and maintenance costs, including the cost of power.

B. County agrees to provide District with its adjudicated water rights in the Main San Gabriel Basin, in an amount equal to the amount of water delivered to the County pursuant to this Agreement. County shall pay all Main San Gabriel Basin Watermaster assessments levied for the production of water from the Basin to satisfy District's obligations pursuant to this Agreement.

C. Should the District provide water pursuant to this Agreement, which water is other than the County's adjudicated water rights in the Basin, District will provide such water service to the County at a rate equal to the rate the District charges its retail customers who pay a readiness to serve charge. Such rate shall be the then current rate for District's retail customers.

D. The District shall bill the County on a quarterly basis for all water delivered pursuant to this Agreement.

E. The District will deliver water pursuant to this Agreement at rates of flow that will not result in the District's normal operating system pressure being reduced. If such conditions occur at any time due to the delivery of such water, District will immediately reduce or terminate water service to the County.

F. The water provided to the County shall be for potable use and fire suppression only. The District is not providing irrigation water to the County pursuant to this Agreement.

G. In the case of an emergency (i.e., earthquake and/or fire), District reserves the right to terminate this service without prior notice. However, District will attempt to notify the County as soon as possible should it become necessary to terminate service.

H. District, at District's expense, agrees to keep in good order and repair all facilities necessary for the rendition of the County's water supply as set forth in this Agreement.

Section. 3. Term

This Agreement shall commence on 9/13/2001 to 6/30/2002. This Agreement shall automatically renew each year on July 1st, which is the beginning of the County's fiscal year, or until amended by mutual agreement of the parties. Either party may terminate the Agreement before conclusion of the term, by a 60 day written notice.

Section 4. Notice

Notice as required or permitted pursuant to this Agreement shall be sufficiently given if in writing, and if either served personally upon or mailed by registered or certified mail to:

Valley County Water District:

Mark Grajeda, General Manager
Valley County Water District
14521 East Ramona Blvd.
Baldwin Park, CA 91706

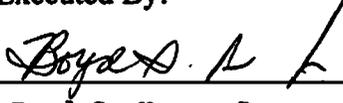
County of Los Angeles:

County of Los Angeles
Department of Parks and Recreation
433 S. Vermont Avenue
Los Angeles, CA 90020

Or, at such other places that may be designated from time to time in writing by the parties.

**COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS
& RECREATION**

Executed By:



Boyd S. Horan Jr.
Administrative Services Manager II

Attested By:

VALLEY COUNTY WATER DISTRICT

Executed By:



Mark Grajeda, General Manager

Attested By:



Appendix F

2009-10 VCWD Consumer Confidence Report

Valley County Water District
14521 E. Ramona Blvd.
Baldwin Park, CA 91706
626-338-7301
Fax 626-814-2973

Board of Directors

Jonathan Contreras, President
Margarita Vargas, Vice President
Mariana Lake, Director
Armando Macias, Director
Lenet Pacheco, Director
Brian A. Dickinson, Gen. Manager



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2009 CONSUMER CONFIDENCE REPORT



The 2009 Water Quality / Consumer Confidence Report

Regulating Drinking Water Quality

Water utilities in California have provided an annual report to their customers since 1991, which summarizes the prior year's water quality and explains important issues regarding their drinking water. In 1996, the United States Congress reauthorized the Safe Drinking Water Act (SDWA), which was originally passed in 1974 and later amended in 1986. The 1996 reauthorization called for the enhancement of nation-wide drinking water regulations to include important components such as source water protection and public information. This year's water quality report covers water quality testing from calendar year 2009 and has been prepared in compliance with the consumer right-to-know regulations required by the SDWA 1996 amendments.

The United States Environmental Protection Agency (USEPA) and the California Department of Public Health (CDPH) are the public agencies responsible for drafting and implementing regulations that ensure your tap water is safe to drink. USEPA and CDPH establish drinking water standards that limit the amount of contaminants in water provided to the public. CDPH also establishes water quality standards for bottled water that provide for the same protection of public health.

If you have questions about your water or the District, please contact us for answers...

For information about this report, or your water quality in general, please contact Mr. Tom Mortenson at (626) 856-5990. The Board of Directors meet on the second and fourth Mondays of each month at 5:30 PM at 14521 East Ramona Blvd. in the city of Baldwin Park. These meetings are open to the public.

Este informe contiene información muy importante sobre su agua potable. Tradúzcalo o hable con alguien que lo entienda bien.

Valley County Water District regularly tests your drinking water using CDPH-approved methods to ensure its safety. Over 100 compounds have been monitored in Valley County Water District's water supply. Only the detected constituents are reported in the accompanying table. Again, in 2009, the water delivered to you by Valley County Water District met or surpassed all the State and Federal drinking water standards.

In addition, the Main San Gabriel Basin Watermaster (Watermaster), who manages our groundwater basin, continuously and vigilantly reviews upcoming State and Federal drinking water regulations. Watermaster has been proactive when monitoring unregulated contaminants in the Main San Gabriel Basin to ensure the water supply meets water quality standards.

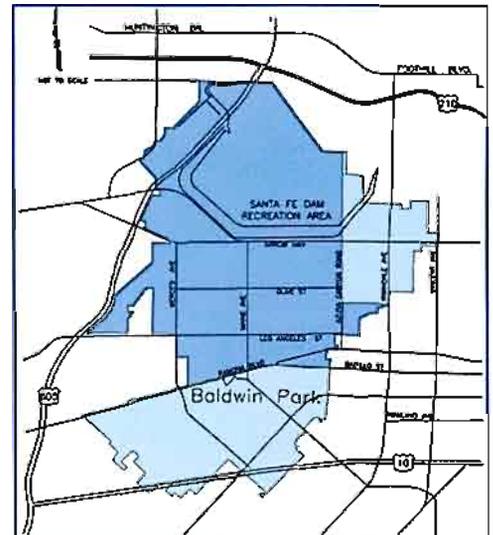
Source of Supply

Valley County Water District's water supply comes from groundwater wells located in the Main San Gabriel Groundwater Basin. However, as a result of historic industrial discharges, several of Valley County Water District's groundwater wells are contaminated and have been taken out of service. Water treatment facilities have been constructed at Valley County Water District to clean up groundwater contamination.

In addition, Valley County Water District purchased water from Covina Irrigating Company (CIC) in 2009. CIC pumps groundwater from the Main San Gabriel Groundwater Basin. Valley County Water District also purchased water from Metropolitan Water District of Southern California (MWD), as a regional wholesaler of imported surface water. This water is a blend of Colorado River water delivered through MWD's Colorado River Aqueduct and surface water from Northern California delivered through the State of California Water Project Aqueduct. MWD's water is filtered and disinfected at the Weymouth Filtration Plant in La Verne.

Drinking Water Source Assessment

In accordance with the federal Safe Drinking Water Act, an assessment of the drinking water sources for Valley County Water District was completed in December 2002. The purpose of the drinking water source assessment to



**Valley County Water District
Service Area**

2009 VALLEY COUNTY WATER DISTRICT DRINKING WATER QUALITY

Chemical	MCL	PHG (MCLG)	Average Amount	Range of Detection	MCL Violation?	Most Recent Test Year	Typical Source of Contaminant
RADIOLOGICALS							
Gross Alpha (pCi/L)	15	(0)	<3	ND - 7.6	No	2008	Erosion of natural deposits
Gross Beta (pCi/L)	15	(0)	4.2	ND - 9.7	No	2008	Decay of man-made or natural deposits
Combined Radium (pCi/L)	5	(0)	<1	ND - 2.2	No	2008	Erosion of natural deposits
Uranium (pCi/L)	20	0.43	1.2	ND - 3.4	No	2008	Erosion of natural deposits
ORGANIC CHEMICALS							
Cis-1,2-Dichloroethylene (ppb)	6	100	<0.5	ND - 0.8	No	2009	Industrial discharge
1,1-Dichloroethylene (ppb)	6	10	<0.5	ND - 0.8	No	2009	Industrial discharge
Tetrachloroethylene (ppb)	5	0.06	1.7	ND - 9.5	No	2009	Industrial discharge
Trichloroethylene (ppb)	5	1.7	0.6	ND - 3.1	No	2009	Industrial discharge
INORGANIC CHEMICALS							
Aluminum (ppm)	1	0.6	<0.05	ND - 0.24	No	2009	Used for treatment of MWD surface water
Arsenic (ppb)	10	0.004	<2	ND - 4.0	No	2009	Erosion of natural deposits
Barium (ppm)	1	2	0.11	ND - 0.14	No	2009	Erosion of natural deposits
Fluoride (ppm) - naturally occurring	2	1	0.31	0.28 - 0.36	No	2009	Erosion of natural deposits
Fluoride (ppm) - treatment related	Optimal Range 0.7 - 1.3		0.8	0.7 - 0.9	No	2009	MWD water additive for dental health
Nitrate as NO3 (ppm)	45	45	12	4.0 - 30	No	2009	Leaching from fertilizer use
Perchlorate (ppb)	6	6	<4	ND - 4.0	No	2009	Industrial discharge into CIC groundwater
SECONDARY STANDARDS*							
Aluminum (ppb)	200	600	<50	ND - 240	No	2009	Used for treatment of MWD surface water
Chloride (ppm)	500	NA	35	12 - 100	No	2009	Runoff/leaching from natural deposits
Color (color units)	15	NA	<1	ND - 2	No	2009	Runoff/leaching from natural deposits
Odor (threshold odor number)	3	NA	1	1 - 2	No	2009	Naturally-occurring organic materials
Specific Conductance (µmho/cm)	1,600	NA	470	180 - 1,100	No	2009	Substances that form ions in water
Sulfate (ppm)	500	NA	62	19 - 260	No	2009	Runoff/leaching from natural deposits
Total Dissolved Solids (ppm)	1,000	NA	344	240 - 660	No	2009	Runoff/leaching from natural deposits
Turbidity (NTU)	5	NA	0.1	ND - 2.3	No	2009	Soil runoff
UNREGULATED CHEMICALS REQUIRING MONITORING							
Alkalinity as CaCO3 (ppm)	Not Regulated	NA	157	100 - 180	No	2009	Runoff/leaching from natural deposits
Bicarbonate as HCO3 (ppm)	Not Regulated	NA	195	150 - 210	No	2009	Runoff/leaching from natural deposits
Boron (ppb)	NL = 1,000	NA	<50	ND - 140	No	2009	Runoff/leaching from natural deposits
Calcium (ppm)	Not Regulated	NA	55	41 - 76	No	2009	Runoff/leaching from natural deposits
Hardness as CaCO3 (ppm)	Not Regulated	NA	195	150 - 310	No	2009	Runoff/leaching from natural deposits
Grains of Hardness (gpg)	Not Regulated	NA	11	9 - 18	No	2009	Runoff/leaching from natural deposits
Magnesium (ppm)	Not Regulated	NA	13	9 - 30	No	2009	Runoff/leaching from natural deposits
N-Nitrosodimethylamine (ppt)	NL=10	3	<2	ND - 3.0	No	2009	Byproduct of MWD chloramine disinfection
pH (pH Units)	Not Regulated	NA	7.8	7.6 - 8.0	No	2009	Hydrogen ion concentration
Potassium (ppm)	Not Regulated	NA	3.8	3.2 - 5.3	No	2009	Runoff/leaching from natural deposits
Sodium (ppm)	Not Regulated	NA	30	12 - 100	No	2009	Runoff/leaching from natural deposits
Vanadium (ppb)	NL = 50	NA	<1	ND - 3.8	No	2009	Runoff/leaching from natural deposits

MCL = maximum contaminant level; MCLG = maximum contaminant level goal; NA = not applicable; ND = not detected; NL = notification level; PHG = public health goal; gpg = grains per gallon; ppb = parts per billion or micrograms per liter; ppm = parts per million or milligrams per liter; ppt = parts per trillion or nanograms per liter; NTU = Nephelometric Turbidity Units; µmho/cm = micromhos per centimeter; < = average is less than the reporting limit; pCi/L = picoCuries per liter; * Chemical is regulated by a secondary standard to maintain aesthetic qualities (taste, odor, color)

LEAD AND COPPER CONCENTRATIONS AT RESIDENTIAL TAPS

Chemical	Action Level (AL)	PHG	90th Percentile Value	Site Exceeding AL/ Number of Sites	AL Violation?	Typical Source of Contaminant
Copper (ppm)	1.3	0.3	0.14	0/30	No	Corrosion of household plumbing
Lead (ppb)	15	0.2	ND<5	0/30	No	Corrosion of household plumbing

A total of 30 residences are tested for lead and copper at-the-tap. The most recent set of samples was collected in 2008. Copper was detected in 20 samples; none exceeded the regulatory action level (AL). Lead was not detected in any of the 30 samples. The AL is the concentration of lead or copper which if exceeded in more than ten percent of the samples tested, triggers treatment or other requirements that a water system must follow.

DISTRIBUTION SYSTEM WATER QUALITY

Chemical	MCL (MRDL/MRDLG)	Results	Range of Detections	MCL Violation?	Typical Source of Contaminant
Disinfection Byproducts*					
Total Trihalomethanes (ppb)	80	5.7	ND - 37	No	Disinfection byproducts
Haloacetic Acids (five) (ppb)	60	1.4	ND - 1.2	No	Disinfection byproducts
Chlorine Residual (4/A)	(4/A)	0.68	0.24 - 2.2	No	Drinking water disinfectant

MRDL = Maximum Residual Disinfectant Level; MRDLG = Maximum Residual Disinfectant Level Goal; * Compliance is based on running annual averages. The table shows the highest running annual average for 2009, and the range of the individual results for samples collected in 2009. Samples are collected in the distribution system.

Turbidity - Combined Filter Effluent	Treatment Technique	Turbidity Measurements	TT Violation?	Typical Source of Contaminant
1) Highest single turbidity measurement	0.3 NTU	0.06	No	Soil Run-off
2) Percentage of samples less than 0.3 NTU	95%	100%	No	Soil Run-off

Turbidity is a measure of the cloudiness of the water, an indication of particulate matter, some of which might include harmful microorganisms. Low turbidity in Metropolitan's treated water is a good indicator of effective filtration. Filtration is called a "treatment technique" (TT). A treatment technique is a required process intended to reduce the level of contaminants in drinking water that are difficult and sometimes impossible to measure directly.

2 minutes before using water for drinking or cooking. If you are concerned about lead in your water, you may wish to have your water tested. Information on lead in drinking water, testing methods, and steps you can take to minimize exposure is available from the Safe Drinking Water Hotline or at: <http://www.epa.gov/safewater/lead>

Nitrate

Nitrate in your tap water may have exceeded one-half the MCL in 2009, but it was never greater than the MCL. Nitrate in drinking water at levels above the MCL of 45 parts-per-million (ppm) is a health risk for infants of less than six months of age. Such nitrate levels in drinking water can interfere with the capacity of the infant's blood to carry oxygen, resulting in a serious illness; symptoms include shortness of breath and blueness of the skin. Nitrate levels above 45 ppm may also affect the ability of the blood to carry oxygen in other individuals, such as pregnant women and those with certain specific enzyme deficiencies. If you are caring for an infant, or you are pregnant, you should ask advice from your health care provider.

N-Nitrosodimethylamine (NDMA)

NDMA is associated with the use and manufacture of liquid rocket fuel. NDMA has contaminated some parts of the Main San Gabriel Groundwater Basin as a result of historic industrial activities in the Azusa-Baldwin Park area. A notification level for NDMA was established by CDPH in February 2002 and is 10 nanograms per liter or parts per trillion. Valley County Water District has constructed a treatment facility to remove NDMA detected in groundwater. NDMA was not detected in the treated groundwater in 2009

Also, NDMA is a byproduct formed during disinfection using chloramines – a combination of chlorine and ammonia. MWD disinfects its imported surface water with chloramines. MWD tested for NDMA and other unregulated chemicals as part of the USEPA Unregulated Contaminant Monitoring Rule (UCMR). Complete results of MWD UCMR testing can be obtained from Dr. Mic Stewart at (213) 217-5696.



promote source water protection by identifying types of activities in the proximity of the drinking water sources which could pose a threat to the water quality. The assessment concluded that Valley County Water District's sources are considered most vulnerable to the following activities or facilities associated with contaminants detected in the water supply: gas stations, chemical/ petroleum processing and storage, automobile repair shops, fleet/ truck/bus terminals, food processing, landfills/dumps, leaking underground storage tanks, dry cleaners and metal plating/ finishing/ fabricating. In addition, the sources are considered most vulnerable to the following activities or facilities not associated with contaminants detected in the water supply: pesticide/ fertilizer/ petroleum storage and transfer areas, railroad yards/ maintenance/ fueling area. A copy of the complete assessment is available at Valley County Water District at 14521 Ramona Boulevard, Baldwin Park, CA 91706. You may request a summary of the assessment to be sent to you by contacting Mr. Tom Mortenson at 626-856-5990.

In January 2002, Covina Irrigating Company completed its drinking source water assessment. The assessment showed that CIC's sources are considered most vulnerable to gas stations and underground tanks. A copy of the complete assessment can be requested by contacting Valley County Water District at 14521 Ramona Boulevard, Baldwin Park, CA 91706. You may also request a summary of the assessment to be sent to you by contacting Mr. Tom Mortenson at 626-856-5990.

In addition, in December 2002, MWD completed its source water assessment of its Colorado River and State Water Project supplies. Colorado River supplies are considered to be most vulnerable to recreation, urban/storm water runoff, increasing urbanization in the watershed and wastewater. State Water Project supplies are considered to be most vulnerable to urban/storm water runoff, wildlife, agriculture, recreation and wastewater. A copy of the assessment can be obtained by contacting MWD by phone at 213-217-6850.

Potential Contaminants in Drinking Water

Sources of drinking water generally include rivers, lakes, streams, ponds, reservoirs, springs and wells. As water travels over the surface of the land or through the ground, it dissolves naturally occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animals or from human activity.

Contaminants that may be present in source water include:

- **Microbial contaminants**, such as viruses and bacteria, that may come from sewage treatment plants, septic systems, agricultural livestock operations and wildlife.
- **Inorganic contaminants**, such as salts and metals, that can be naturally-occurring or result from urban stormwater runoff, industrial or domestic wastewater discharges, oil and gas production, mining or farming.
- **Pesticides and herbicides**, that may come from a variety of sources such as agriculture, urban stormwater runoff, and residential uses.
- **Radioactive contaminants**, that can be naturally- occurring or can be the result of oil and gas production and mining activities.
- **Organic chemical contaminants**, including synthetic and volatile organic chemicals, that are byproducts of industrial processes and petroleum production, and can also come from gas stations, urban stormwater runoff, agricultural application and septic systems.

Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate that water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the USEPA's Safe Drinking Water Hotline (1-800-426-4791), visit USEPA's Office of Ground Water and Drinking Water website at www.epa.gov/safewater/ or visit CDPH website at www.cdph.ca.gov/certlic/drinkingwater.

Immuno-compromised people

Some people may be more vulnerable to contaminants in drinking water than the general population. Immuno-compromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, and infants can be particularly at risk from infections. These people should seek advice about drinking water from their health care providers. USEPA/Centers for Disease Control (CDC) guidelines on appropriate means to lessen the risk of infection by Cryptosporidium and other microbial contaminants are available from the Safe Drinking Water Hotline (1-800-426-4791).

About Lead in Tap Water

If present, elevated levels of lead can cause serious health problems, especially for pregnant women and young children. Lead in drinking water is primarily from materials and components associated with service lines and home plumbing. (Valley County Water District) is responsible for providing high quality drinking water, but cannot control the variety of materials used in plumbing components. When your water has been sitting for several hours, you can minimize the potential for lead exposure by flushing your tap for 30 seconds to

DEFINITIONS

Maximum Contaminant Level (MCL)

The highest level of a contaminant that is allowed in drinking water. Primary MCLs are set as close to the PHGs (or MCLGs) as is economically and technologically feasible.

Maximum Contaminant Level Goal (MCLG)

The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs are set by EPA.

Maximum Residual Disinfectant Level (MRDL)

The highest level of a disinfectant allowed in drinking water. There is convincing evidence that addition of a disinfectant is necessary for control of microbial contaminants.

Maximum Residual Disinfectant Level Goal (MRDLG)

The level of a drinking water disinfectant below which there is no known or expected risk to health. MRDLGs do not reflect the benefits of the use of disinfectants to control microbial contaminants.

Primary Drinking Water Standard

MCLs for contaminants that affect health along with their monitoring and reporting requirements and water treatment requirements.

Public Health Goal (PHG)

The level of a contaminant in drinking water below which there is no known or expected risk to health. PHGs are set by the California Environmental Protection Agency.

Notification Level (NL)

An advisory level which, if exceeded, requires the drinking water system to notify the governing body of the local agency in which users of the drinking water reside (i.e. city council, county board of supervisors).

Secondary MCLs

Secondary MCLs are set to protect the odor, taste, and appearance of drinking water.

Measurements

Water is sampled and tested throughout the year. Contaminants are measured in parts per million (ppm) and parts per billion (ppb). If this is difficult to imagine, think about these comparisons:

Parts per million:

1 drop in 14 gallons; 1 second in 12 days
1 penny in \$10,000; 1 inch in 16 miles

Parts per billion:

1 drop in 14,000 gallons; 1 second in 32 years
1 penny in \$10 million; 1 inch in 16,000 miles

* It is important to note, however, that even a small concentration of certain contaminants can adversely affect a water supply.

** The State allows us to monitor for some contaminants less than once per year because the concentrations of these contaminants do not change frequently. Some of our data, though representative, are more than one year old.



Appendix G

VCWD Ordinance 4-91-120

ORDINANCE 4-91-120

**AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE
VALLEY COUNTY WATER DISTRICT DECLARING A
WATER SHORTAGE AND ADOPTING MANDATORY
WATER CONSERVATION REGULATIONS AND RESTRICTIONS**

**BE IT RESOLVED BY THE BOARD OF DIRECTORS OF VALLEY
COUNTY WATER DISTRICT as follows:**

Section 1. Purpose and Scope

This Water Conservation Ordinance (hereinafter "Ordinance") is established for the purpose of reducing the waste of water and encouraging water conservation to insure that available supplies will be adequate to meet the needs of Valley County Water District (hereinafter "District") customers.

Section 2. Goals

By this Ordinance, the District intends to provide a vehicle to protect public health and safety by significantly and equitably reducing as necessary the consumption of potable water over an extended period of time to meet regional needs for mandatory water conservation. Also, to encourage the overall reduction in water consumption through conservation by altering the methods and ways that water is used for non-consumption purposes.

Section 3. Findings

The Board does hereby find, determine and declare, as follows:

- a. The District obtains some of the potable water needed to service its customers from the Metropolitan Water District of Southern California (hereinafter "MWD") through the Upper San Gabriel Valley Municipal Water District (hereinafter "Upper District"). Upper District delivered 4,736 acre feet (hereinafter "AF") of potable water to the District in 1990.
- b. MWD implemented Stage VI of their water conservation plan thereby reducing their total deliveries by 50% commencing April 1, 1991 due to a water shortage caused by the drought which is affecting most of the State of California. As a result, the supply of MWD water available in 1991 to the District for distribution to customers will be reduced by 3,064 AF or approximately 70%.
- c. The District also obtains potable water from the Main San Gabriel Basin (hereinafter "Basin") to serve District customers. The water levels in the Basin are at a historical low. The Main San Gabriel Basin Watermaster

ORDINANCE 4-91-120

used. Whenever possible, such as when washing vehicles, a bucket wash is encouraged.

(2) Washings are exempted from these regulations where the health, safety and welfare of the public is contingent upon frequent washing of vehicle or other facility and equipment cleaning, such as garbage trucks and vehicles used to transport food and perishables.

(3) Water shall not be used to wash down hard surfaces such as sidewalks, driveways, parking areas, tennis courts, patios, or other paved areas, except to alleviate immediate fire, sanitation or health hazards.

c. With respect to ornamental or recreational uses:

(1) Draining and refilling swimming pools and spas is prohibited. Adding make up water to swimming pools and spas is permitted but only within monthly allocation limits.

(2) Filling/refilling of decorative ponds, fountains, and artificial lakes is prohibited.

d. With respect to other uses:

(1) Water from fire hydrants shall be used only for fire fighting and public welfare activities.

(2) Flushing of water mains will not be permitted except as necessary to protect the public health.

(3) Restaurants shall not serve water to their customers unless specifically requested.

e. Leaks must be repaired as soon as discovered and shall not be allowed to continue for more than 72 hours.

f. With respect to new services:

(1) No water shall be provided from a new water service installed after the effective date of this Ordinance unless the plumbing fixtures connected to the new water service are ultra low volume water use fixtures.

Section 6. Penalties

a. Violation of this Ordinance is punishable by rate surcharges for excessive water usage or administrative fee for service termination and flow restriction for violation of Section 5, Use Restriction.

b. A written notice shall also be given to each customer upon initial violation of this Ordinance. The notice shall also be given to the person who applied for the water service at the billing address and shall warn the customer of the consequences to the community and to the customer of the violation and the rate surcharges and advise the customer of the opportunity to request administrative review as set forth herein.

c. A customer who exceeds their water allotment shall pay a rate surcharge of \$0.95 per CCF for all water delivered in excess of their allotment. This rate surcharge may be

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adjusted by resolution of the Board of Directors to reflect current charges to District for not meeting regional water conservation requirements.

d. The District may terminate service or install a flow restricting device at a customers meter for any customer who exceeds their water allotment more than twice or violates Section 4, Use Restrictions, more than twice during an emergency water conservation period. A fee equal to the current District fee for processing a meter turnoff will be applied to the customers account. The termination of service or service flow restrictor shall be enforced for a minimum of 24 hours for the first violation increasing 24 hours for each subsequent violation of this Ordinance.

e. Rate surcharge and administrative payments may be used by the District to reduce the cost of water served, provide incentives for water conservation, fund penalties assessed against the District and to administer this Ordinance.

Section 7. Administrative Review

a. The District recognizes that the enforcement of this Ordinance will impose inconvenience upon all customers and desires that hardships shall be mitigated whenever feasible. Customers shall be afforded the opportunity to contest findings, correct errors and alleviate unusual and extraordinary hardships. The administrative review process set forth in this section is adopted to further these goals.

b. Any person aggrieved by the provision and appealing this Ordinance must appeal in writing within fourteen (14) days of the mailing or other delivery of the notice of violation. The General Manager, or his appointed designee, may grant relief to residential customers to reflect extraordinary water needs, such as: irrigation of new plantings, first filling of a swimming pool, abatement of health or safety hazards. The General Manager may grant relief to commercial or industrial customers to reflect changes in circumstance which have occurred subsequent to the base period, such as: subsequently planted landscaping, increased number of employees, production of new products which require increased process water, or unemployment from additional reduction in water consumption. The General Manager may grant relief whenever necessary to protect the public health, welfare or safety of the community. No relief shall be granted unless the customer demonstrates maximum practical water reduction, including use of ultra-flow plumbing fixtures or fails to provide any information necessary for resolution of the water user's application for relief. The General Manager shall issue a written decision

ORDINANCE 4-91-120

as soon as practical but in no event later than fourteen (14) days after the customer files a written request for administrative review.

c. A customer who is not satisfied with the decision of the General Manager may appeal the decision to the Board of Directors. The decision of the Board of Directors shall be made within thirty (30) days of the appeal and is final.

Section 8. Reports and Recommendations

The General Manager shall report on compliance with this Ordinance in light of future water supply conditions. The General Manager shall also report on the experience of the appeals being processed by the District. The reports shall be submitted to the Board monthly commencing July 1, 1991.

Section 9. Effective Date

This Ordinance is effective with the customers first billing period beginning on or after May 15, 1991 and rendered on bills beginning on or after June 15, 1991 for one month bills and July 15, 1991 for two month bills.

Section 10. Duration

These regulations and restrictions shall be effective so long as any mandatory regional water conservation is in effect. During such times as there are no mandatory water conservation requirements only Sections 5.a.(3), 5.e and 5.f of this Ordinance shall be effective unless suspended by resolution of the Board of Directors. The Board of Directors, by resolution, may suspend any and all sections of this Ordinance at any time.

PASSED, APPROVED AND ADOPTED APRIL 9, 1991,



President

ATTEST:



Secretary

(SEAL)



Appendix H

2009 Commodity Rate Structure

**CURRENT RATES
ADOPTED JUNE 8, 2009**

Meter Size & Customer Type	Fixed Charges	CIP Charge
Residential		
5/8"	\$15.20	\$6.50
3/4"	\$15.20	\$9.76
1"	\$25.38	\$16.26
1-1/2"	\$50.60	\$32.50
2"	\$81.00	\$52.00
Commercial & Industrial		
5/8"	\$9.55	\$3.25
3/4"	\$9.55	\$4.88
1"	\$15.94	\$8.13
1-1/2"	\$31.79	\$16.25
2"	\$50.88	\$26.00
3"	\$95.45	\$48.75
4"	\$159.11	\$81.25
6"	\$318.14	\$162.50
8"	\$509.04	\$260.00

Residential Rates are billed bi-monthly
Commercial and Industrial Rates are billed monthly

The current rates are based on the 100 cubic foot billing unit, multiplied by the average number of billing units used by that size of meter over the billing cycle.

Current Billing Unit charges: 1-4 units - \$0.29; 4.1-18 units - \$0.69; 18.1+ units - \$1.15

Current Fire Service Charges:

- 4" - \$138.36 per month
- 6" - \$276.64 per month
- 8" - \$442.64 per month
- 10" - \$636.36 per month

VCWD Fee/Charge	Adopted
New Utility Account Set-Up	\$60.00
New/Delinquent Utility Account Deposit	
Domestic Water Service	
3/4-inch	\$58.00
1-inch	\$94.00
1-1/2-inch	\$130.00
2-inch	\$181.00
3-inch	\$360.00
4-inch	\$537.00
6-inch	\$1,252.00
Fire Protection Service	
4-inch	\$126.00
6-inch	\$251.00
8-inch	\$359.00
10-inch	\$537.00
Delinquent Account-Late Bill	\$2.00
Delinquent Account-Tagging	\$15.00
Delinquent Account-Turn off/on – plus deposit; \$25.00 for after hours service, after 3:30 p.m.	\$15.00
Delinquent Account-Meter Tampering – actual cost plus doubling of deposit	Actual Cost
Delinquent Account-Cut Lock	\$100.00
Unauthorized Usage Penalty – First Offense	\$75.00
Second Offense	\$150.00
Subsequent Offenses	\$300.00
Water Meter Test - \$185.00 if after 2 nd customer request, meter is found not defective*	\$185.00*
Contractor Hydrant Meter-plus deposit equal to the replacement cost of the meter	N/C
Fire Flow Charge	\$125.00
Backflow Device Monitoring-existing	\$50.00
-New; plus \$18.00 for each additional device at same address	\$90.00
Credit Evaluation Letter	\$10.00
Returned Check Fee	\$20.00
Will Serve Letter	
Residential	\$25.00
Commercial/Industrial	\$40.00
Water System Access Fee (Financial Participation Charge – Equivalent Meter Size)	\$1,995.00/EMS
3/4-inch	\$1,995.00
1-inch	\$3,325.00
1-1/2-inch	\$6,650.00
2-inch	\$10,640.00
3-inch	\$19,950.00
4-inch	\$33,250.00
6-inch	\$66,500.00
8-inch	\$106,400.00
10-inch	\$152,950.00

This table represents the Fees and Charges the District charges for various services. The charge is based on the cost of providing the service. Also included is a Water System Access Fee for new development or re-development, which will be utilized for system capital improvements.



Appendix I

USGVMWD 2010 Urban Water Management Plan



UPPER SAN GABRIEL VALLEY
MUNICIPAL WATER DISTRICT

FINAL DRAFT

Urban Water Management Plan

Volume 1 of 2 (Report)



March 2011



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Covina, CA San Rafael, CA, Bakersfield, CA, Centennial, CA, Reno, NV Mesa, AZ

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Chapter 1

INTRODUCTION

1.1 URBAN WATER MANAGEMENT PLAN

Section 10617. "Urban Water Supplier" means a supplier, either publicly or privately owned, providing water for municipal purposes either directly or indirectly to more than 3,000 customers or supplying more than 3,000 acre-feet of water annually. An urban water supplier includes a supplier or contractor for water, regardless of the basis of right, which distributes or sells for ultimate resale to customers.

This report was prepared in accordance with the California Urban Water Management Planning Act (Act)* which became effective on January 1, 1985 (Appendix A.1). The Act requires every "urban water supplier" to prepare and adopt an Urban Water Management Plan (hereinafter Plan or Management Plan), and to periodically review its Plan at least once every five years and make any amendments or changes which are indicated by the review. The primary objective of the Act is to direct urban water suppliers to evaluate their existing water conservation efforts and, to the extent practicable, to review and implement alternative and supplemental water conservation measures. **The Act is directed primarily at retail water purveyors where programs can be immediately implemented upon the consumer.** Urban water suppliers that indirectly provide water to customers have the option of either adopting an individual Plan or participating in area-wide, regional, watershed or basin-wide Plans.

Upper San Gabriel Valley Municipal Water District's (Upper District) Plan is an update for the year 2010 and reviews the activities of Upper District as a wholesale water supplier in the Main San Gabriel Basin (Main Basin). The Plan describes the operations of the Main Basin management, which achieve the maximum practicable conservation and efficient use of the water resources of the area, both local and imported.

* Water Code Sections 10610 through 10656

1.2 AGENCY COORDINATION, PUBLIC PARTICIPATION AND PLAN ADOPTION

Section 10620

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

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

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

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

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

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

Section 10621

(b) Every urban water supplier required to prepare a plan pursuant to this part shall, at least 60 days prior to the public hearing on the plan required by Section 10642, notify any city or county within which the supplier provides water supplies that the urban water supplier will be reviewing the plan and considering amendments or changes to the plan. The urban water supplier may consult with, and obtain comments from, any city or county that receives notices pursuant to this subdivision.

Section 10635

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

Section 10642

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

Section 10644

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

Section 10645

Not later than 30 days after filing a copy of its plan with the department, the urban water

supplier and the department shall make the plan available for public review during normal business hours.

Upper District is a wholesale water supplier that provides treated imported water to its member agencies and untreated imported water to replenish groundwater supplies of the Main Basin. Main San Gabriel Basin Watermaster is a Court appointed agency which has the authority to manage Main Basin surface and groundwater supplies. Upper District notified its sub-agencies (including Cities within its service area) and public agencies that share a common source of supply of the preparation of Upper District 2010 Urban Water Management Plan on August 23, 2010. Upper District provided notification letters to the agencies listed in Appendix B.1. Upper District's sub-agencies, Cities within its service area and other potentially affected agencies were invited to participate in the development of the 2010 Plan by providing comments. On [DATE], Upper District held a workshop to discuss the contents of its 2010 draft Plan and to obtain comments from its sub-agencies and the Cities within its service area to incorporate in its Plan. A copy of the PowerPoint presentation of the workshop is located in Appendix B.2. [Write a sentence here if member agencies and public agencies attended the workshop and if they provided comments to Upper District's Plan or not].

Upper District provided a 14-day notice of a public hearing of its 2010 Draft Plan. Upper District made the 2010 Draft Plan available for public review at the District office on _____, 2011 and held a public hearing on _____, 2011. Attached in Appendix B.3 are the notices of public hearing and indicating the Draft Plan is available for public inspection for all groups and local government through notice in the newspaper and through Upper District's website. [Write a sentence here if public attended public hearing and if they had any comments to Upper District's Plan or not]. Following the public hearing, Upper District adopted the Draft Plan, including the modifications resulting from the public hearing, as its Urban Water Management Plan. Attached in Appendix B.4 are the minutes of the public hearing and the adopted resolution. Within 30 days of the adoption of the Plan, Upper District filed a copy of the Plan with the State

of California, Department of Water Resources; the California State Library; and with the cities and counties located within Upper District's service area. Within 60 days of submitting the Plan to DWR, Upper District provided the Water Service Reliability section of the Plan to cities and counties within Upper District's boundaries. Copies of the letters to DWR, the State Library and the cities and counties are located in Appendix B.5. A copy of the final 2010 Plan is available for public review in the Upper District office.

1.3 WATER MANAGEMENT TOOLS

Section 10620

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

This Plan describes the management tools and options used to maximize local resources and minimize the need to import water. In particular, Chapter 3 discusses the management of the groundwater basin, Chapter 5 discusses the Demand Management Measures (DMMs) implemented by Upper District, Chapter 6 describes future water supply projects within Upper District's service area and Chapter 8 discusses recycled water use and the potential plans to serve additional sub-agencies within Upper District's service area. As a wholesale water agency, Upper District delivers imported treated water to its sub-agencies for direct use and untreated imported water from groundwater replenishment and is committed to assisting its sub-agencies to maximize their local resources. For example, Upper District encourages its sub-agencies to implement DMMs as a method to conserve water and maximize local water resources.

1.4 CHANGES TO THE PLAN

Section 10621

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

(b) Every urban water supplier required to prepare a plan pursuant to this part shall, at least 60 days prior to the public hearing on the plan required by Section 10642, notify

any city or county within which the supplier provides water supplies that the urban water supplier will be reviewing the plan and considering amendments or changes to the plan. The urban water supplier may consult with, and obtain comments from, any city or county that receives notice pursuant to this subdivision.

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

Upper District prepared its first Management Plan in 1985 and since has updated its plan every five years. This Plan is for 2010 and is an update from the 2005 Plan. There have been new amendments added to the Act and some reorganization of the water code sections since Upper District's last update in 2005. The additions and changes are as follows:

- 1) Senate Bill 1087, Requires reporting of water use projections for lower income households
- 2) Assembly Bill 1376, Requires 60 days notice of preparation of an UWMP
- 3) Assembly Bill 1420, Conditions state funding
- 4) Senate Bill 7, Requires 20 percent reduction in use by 2020 (attached in Appendix A.2)

In accordance with Water Code Section 10621, Upper District has reviewed its Management Plan, and appropriate changes were included.

Chapter 2

DESCRIPTION OF SERVICE AREA

Section 10631

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

2.1 BACKGROUND

Upper District is a wholesale water agency and was incorporated on January 7, 1960 under the Municipal Water District Act. The Municipal Water District Act provides for , “The people of any county or counties, or of any portions thereof, whether such portions include unincorporated territory only or incorporated territory of any city or cities, or both such incorporated and unincorporated territories...” to organize municipal water districts. With respect to water supply, the Municipal Water District Act allows such a district to “...acquire, control, distribute, store, spread, sink, treat, purify, reclaim, recapture, and salvage any water, including sewage and storm waters, for the beneficial use or users of the District, its inhabitants, or the owners of rights to water in the District.” Upper District is governed by a five member Board of Directors and is broken down into five divisions, which are shown on Plate 1 included in the back of this Plan. Upper District employs a general manager and office staff and retains an attorney and consulting engineer. As a wholesaler, Upper District supplies supplemental imported water, from the Metropolitan Water District of Southern California (Metropolitan), and recycled water to its sub-agencies.

Metropolitan is comprised of 26 member agencies that receive imported water from the State Water Project and the Colorado River. Upper District is a member agency of Metropolitan.

While Upper District is a water wholesaler with no retail customers of its own, Upper District's sub-agencies provide water to retail customers. Upper District's sub-agencies include a number of urban water suppliers that are required to prepare Management Plans. As a wholesaler, Upper District provides imported water service to sub-agencies through Metropolitan's distribution system and recycled water service through a local distribution system. The majority of the imported water delivered from Upper District to its sub-agencies is used for groundwater recharge and delivered through service connection USG-3.

Upper District supplies treated imported water from Metropolitan through the following service connections:

- USG-1: Golden State Water Company
- USG-2: City of South Pasadena
- USG-4: Suburban Water Systems
- USG-5: City of Alhambra
- USG-6: City of Arcadia
- USG-7: City of Monrovia
- USG-8: City of Azusa
- USG-9: Valley County Water District

Metropolitan has prepared a document entitled "The Metropolitan Water District of Southern California Regional Urban Water Management Plan" (RUWMP), dated November 2010. Metropolitan's 2010 RUWMP draft is available for use and reference by its member agencies and urban water suppliers within those member agencies.

Upper District's Plan incorporates by reference the 2010 RUWMP draft prepared by Metropolitan and supplements the Plans prepared by the urban water suppliers within Upper District.

2.2 UPPER DISTRICT'S LOCAL WATER SUPPLIERS

Based upon their 2008-09 water production and imported water deliveries, the following urban water suppliers within or partially within Upper District's boundaries may be required to prepare a Plan.

- Arcadia, City of
- Azusa Valley Water Company
- California-American Water Company
 - Duarte Division
 - San Marino Division
- California Domestic Water Company
- Covina, City Of
- Covina Irrigating Company
- East Pasadena Water Company
- El Monte, City of
- Glendora, City of
- Golden State Water Company
 - San Gabriel Valley Division
 - San Dimas Division
- Monrovia, City of
- San Gabriel County Water District
- San Gabriel Valley Water Company
- South Pasadena, City of
- Suburban Water Systems
- Sunny Slope Water Company
- Valley County Water District
- Whittier, City of

2.3 DESCRIPTION OF AREA

Upper District is located within San Gabriel Valley in Los Angeles County and overlies the Main Basin. The boundaries of Upper District are shown on Plate 2. Upper District’s service area is about 144 square miles and includes all or portions of the Cities of Arcadia, Azusa, Baldwin Park, Bradbury, Covina, Duarte, El Monte, Glendora, Industry, Irwindale, La Puente, Monrovia, Rosemead, San Gabriel, South El Monte, South Pasadena, Temple City, and West Covina. The service area of Upper District is largely urbanized consisting of mainly residential, light industrial and commercial uses.

2.4 CURRENT AND PROJECTED POPULATION

Upper District occupies an area of about 144 square miles and has a 2010 estimated population of about 903,000. The following tabulation presents the estimated historic and projected population of the area encompassed by the Upper San Gabriel Valley Municipal Water District from 1950 to 2030. The sources of the following data are the Census Bureau and Southern California Association of Governments (SCAG).

<u>Year</u>	<u>Population</u>	<u>Percent Increase</u>	<u>Source</u>
1950	261,000	--	Census
1960	440,000	69	Census
1970	651,000	48	Census
1980	670,000	3	Census
1990	787,000	17	Census
1995	806,000	2	Census
2000	866,000	7	SCAG
2005	898,000	3.5	SCAG
2010	903,000	0.6	SCAG
2015	935,000 (projected)	3.5	SCAG

<u>Year</u>	<u>Population</u>	<u>Percent Increase</u>	<u>Source</u>
2020	966,000 (projected)	3.3	SCAG
2025	996,000 (projected)	3.1	SCAG
2030	1,025,000 (projected)	2.9	SCAG

2.5 CLIMATE

Historical rainfall in the San Gabriel Valley is shown in Table 1A. Table 1B shows the monthly average rainfall, monthly average temperature and monthly evapotranspiration in the San Gabriel Valley. Average rainfall in the San Gabriel Valley is about 17.8 inches, as shown in Table 1B. The annual rainfall in the San Gabriel Valley in 2008-09 was 14.0 inches, as shown in Table 1A, which was 79 percent of the normal conditions for the area. The service area and location of Upper District in the San Gabriel Valley has a dry climate and summers can reach average daily temperatures in the high 70s. Typically outdoor water uses, including irrigation, account for about 50 percent of residential use. Although changes in climatic conditions will have an impact, the projected water supply demands will be based on average year, single dry year and multiple-dry years.

2.6 OTHER DEMOGRAPHIC FACTORS

There are no other demographic factors affecting Upper District's water management planning. However, increased population will have a proportional impact on water demand.

Chapter 3

SOURCES OF SUPPLY

3.1 EXISTING AND PLANNED SOURCES OF WATER SUPPLY

Section 10631(b)

Identify and quantify, to the extent practicable, the existing and planned sources of water available to the supplier over the same five-year increments described in subdivision (a).

Upper District depends upon Metropolitan for its current and future imported water supplies. Metropolitan supplies imported water to Upper District, which in turn supplies that imported water to its sub-agencies. Treated imported water is delivered by Upper District to its sub-agencies for direct use from Upper District service connections on the Metropolitan distribution system. Untreated imported water is delivered to the Main Basin to satisfy its Replacement Water obligations required under the Main Basin Judgment (see Section 3.2.1.2). The reliability of future supplies of imported water historical has been impacted by the sources of supply available to Metropolitan. Metropolitan discusses the reliability of its existing and planned sources of water supply in its 2010 RUWMP, which is incorporated by reference.

In addition, Upper District works with local water agencies to use recycled water for direct uses, which is obtained from the Sanitation Districts of Los Angeles County (CSD). Direct use of recycled water reduces groundwater production, and consequently, the need for an equivalent amount of imported water in many cases. Furthermore, Upper District is looking into the possibility of a recycled water project groundwater replenishment in the Main Basin.

3.1.1 METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA

3.1.1.1 COLORADO RIVER

Metropolitan owns and operates the Colorado River Aqueduct which conveys water from

Lake Havasu on the Colorado River to water transmission pipelines and to Diamond Valley Lake and Lake Matthews for storage. Metropolitan's Colorado River water right historical included a fourth and fifth priority under the 1931 Seven Party Agreement relating to California's share in the Colorado River water supply. Metropolitan is currently allotted an amount of 550,000 acre-feet, but may receive additional supplies depending water supply conditions for any given year.

3.1.1.2 STATE WATER PROJECT

Metropolitan contracts with the State of California, through the State Water Project, for the delivery of northern California water through the California Aqueduct. The State Water Project is a statewide water conveyance system that captures, stores and conveys water to 29 water agencies. The State Water Project's original total contractual commitment called for a capacity of 4.2 million acre-feet per year. Metropolitan has a maximum annual entitlement of 2,011,500 acre-feet.

The State Water Project may not be able to fulfill all of its contractual water delivery requirements in the future. In order for the State Water Project to deliver all of the water contracted, additional water supplies must be developed. Water diverted at the Sacramento-San Joaquin Delta by the State Water Project must be water that is surplus to the needs of the areas of origin. As local use of water in northern California increases, the supply to the State Water Project may be reduced. According to the State Water Project Delivery Reliability Report, water quality requirements in the Sacramento-San Joaquin Delta affect the quantity of water available to the State Water Project. Legal decisions regarding Delta smelt and other sensitive aquatic species, since the 2005 UWMP have reduced the estimated median annual average supply on the SWP from about 3,170,000 acre-feet in 2005 to about 2,680,000 acre-feet in 2009. In an effort to protect the Delta smelt and other aquatic species, the "2-gates Fish Demonstration Project" has been developed. The "2-gates Project" proposes the installation of removable gates, which will be "...opened and closed in conjunction and coordination with operation criteria established

by the state...” (State Water Project Delivery Reliability Report, 2009). The results of the “2-gates Project” will provide data that may result in greater flexibility in delivery of SWP water.

Metropolitan discusses the historical sources of water supply in its 2010 RUWMP, which is incorporated by reference. Appendix I.1 summarizes the historical sources of water supply available to Metropolitan.

3.1.1.3 WATER SUPPLY ALLOCATION PLAN (WSAP)

During calendar year 2007, critically dry conditions impacted Metropolitan’s main water supply sources. In addition, a ruling in the Federal Courts in August 2007 provided protective measures for the Delta Smelt (and subsequently other aquatic species) in the Sacramento-San Joaquin River Delta resulting in restrictions on the availability of State Water Project water. As a result, Metropolitan adopted a Water Supply Allocation Plan (WSAP), in February 2008 to allocate available water supplies to its member agencies. The WSAP establishes ten different shortage levels and a corresponding Allocation to each member agency. Based on the shortage level established by Metropolitan, the WSAP provides a reduced Allocation to a member agency for its Municipal and Industrial (M&I) retail demand and provides a reduced Allocation for the Interim Agricultural Water Program (IAWP). The WSAP considers historical local water production, full service treated water deliveries, agricultural deliveries and water conservation efforts when calculating each member agency’s Allocation.

In general, the WSAP process calculates total historical member agency demand. That historical demand is then compared to member agency projected local supply for a specific Allocation year. The balance required from Metropolitan, less an Allocation reduction factor, is the member agency’s “Water Supply Allocation”. When a Member Agency reduces its local demand through conservation or other means, the Allocation will increase. Because the demand has been eliminated, the Allocation can be used to

purchase Full Service untreated water for replenishment deliveries.

Metropolitan determined the Regional Shortage Level for fiscal year 2009-10 was Level 2 and the corresponding regional shortage is 10 percent.

Metropolitan Supplies Under Shortage Allocation

During fiscal year 2009-10, about 6,600 acre-feet was delivered for treated water purchases and about 16,100 acre-feet was delivered for groundwater replenishment, (which is described in Section 3.2.5) for a total of about 22,700 acre-feet. Following the conclusion of fiscal year 2009-10 the Shortage Allocation for Upper District was calculated to be about 31,400 acre-feet, based on local production of 156,200 acre-feet.

3.1.2 RECYCLED WATER

As noted later in Chapter 8, CSD operates both the Whittier Narrows Water Reclamation Plant (WNWRP) and the San Jose Creek Water Reclamation Plant (SJCWRP). The WNWRP, which began operation in 1962, was the first reclamation plant built by the CSD. It has a treatment capacity of about 15 million gallons per day (MGD) and provides coagulated, filtered and disinfected tertiary effluent. The WNWRP serves a population of approximately 150,000 people. During the fiscal year 2008-09, the total water production from this plant was about 5,952.9 acre-feet, as shown in Table 2.

The SJCWRP, which began operation in 1973, currently has a treatment capacity of about 100 MGD and provides coagulated, filtered and disinfected tertiary effluent. The SJCWRP has room for an expansion of an additional 25 MGD. The SJCWRP plant serves a population of approximately 1 million people, largely a residential population. During fiscal year 2008-09, the total water production from this plant was about 78,803.4 acre-feet, as shown in Table 2.

These two facilities provide a source of recycled water for Upper District's existing

and proposed recycled water projects. In addition, Upper District's direct reuse recycled water project includes four phases, which can potentially supply about 20,000 acre-feet per year of recycled water to customers. Recycled water will replace imported water that is currently used for non-potable purposes (irrigation). More details on Upper District's direct reuse water project are discussed in Chapter 8. In addition, Upper District is investigating the possibility of a recycled water project for groundwater replenishment.

3.2 GROUNDWATER BASIN

Section 10631(b)

If groundwater is identified as an existing or planned source of water available to the supplier, all of the following information shall be included in the plan:

- 1) A copy of any groundwater management plan adopted by the urban water supplier, including plans adopted pursuant to Part 2.75 (commencing with Section 10750), or any other specific authorization for groundwater management.*
- 2) A description of any groundwater basin or basins from which the urban water supplier pumps groundwater. For those basins for which a court or the board has adjudicated the rights to pump groundwater, a copy of the order or decree adopted by the court or the board and a description of the amount of groundwater the urban water supplier has the legal right to pump under the order or decree. For basins that have not been adjudicated, information as to whether the department has identified the basin or basins as overdrafted or has projected that the basin will become overdrafted if present management conditions continue, in the most current official departmental bulletin that characterizes the condition of the groundwater basin, and a detailed description of the efforts being undertaken by the urban water supplier to eliminate the long-term overdraft condition.*
- 3) A detailed description and analysis of the location, amount, and sufficiency of groundwater pumped by the urban water supplier for the past five years. The description and analysis shall be based on information that is reasonably available, including, but not limited to, historic use records.*
- 4) A detailed description and analysis of the amount and location of groundwater that is projected to be pumped by the urban water supplier. The description and analysis shall be based on information that is reasonably available, including, but not limited to, historic use records.*

Upper District's legal boundaries are within the San Gabriel Valley, as noted in Chapter 2, and overlie the Main Basin. Upper District has never produced groundwater from the Main Basin and currently does not have facilities to do so. However, Upper District's sub-agencies produce water from the Main Basin. The following provides a description of the sources of supply available to retail groundwater producers within Upper District and the multi-layer management structure that is in place to ensure long-term adequacy of the local water supply. The Main Basin has been adjudicated and

management of the local water resources within the Main Basin is based on its adjudication. The Department of Water Resources' (DWR) Bulletin 118 does not identify the Main Basin as being in overdraft.

3.2.1 GROUNDWATER MANAGEMENT PLAN

Upper District has not adopted a specific groundwater management plan. Management of the water resources in the San Gabriel Valley is based upon Watermaster services under two Court Judgments: San Gabriel River Watermaster (River Watermaster)¹ and Main San Gabriel Basin Watermaster (Basin Watermaster)². Upper District is an intervener in the Long Beach Judgment and as such has significant participation.

In addition, Upper District was the plaintiff in the court action that resulted in the creation of the Main Basin Watermaster. Two members of the Upper District Board are appointed to serve on the Watermaster. Upper District is also included in Main Basin management described in the Basin Watermaster document entitled "Five-Year Water Quality and Supply Plan." The following sections provide a description of the two Judgments and the Five Year Water Quality and Supply Plan that make up the groundwater management plan for the Main Basin. In addition, this section describes Upper District's and Water Quality Authority's (WQA) policies to promote groundwater basin clean-up.

3.2.1.1 LONG BEACH JUDGMENT

On May 12, 1959, the Board of Water Commissioners of the City of Long Beach, the Central Municipal Water District (Central District), and the City of Compton, as plaintiffs, filed an action against the San Gabriel Valley Water Company and 24 other producers of

¹ Board of Water Commissioners of the City of Long Beach, et al., v. San Gabriel Valley Water Company, et al., Los Angeles County Case No. 722647, Judgment entered September 24, 1965.

² Upper San Gabriel Valley Municipal Water District v. City of Alhambra, et al., Los Angeles County Case No. 924128, Judgment entered January 4, 1973.

groundwater from the San Gabriel Valley as defendants. This action sought a determination of the rights of the defendants in and to the waters of the San Gabriel River system and to restrain the defendants from an alleged interference with the rights of plaintiffs and persons represented by the Central District in such waters. After six years of study and negotiation a Stipulation for Judgment was filed on February 10, 1965, and the Judgment (Long Beach Judgment) was entered on September 24, 1965. Under the terms of the Long Beach Judgment, the water supply of the San Gabriel River system was divided at Whittier Narrows, between San Gabriel Valley upstream and the coastal plain of Los Angeles County downstream. A copy of the Long Beach Judgment can be found in Appendix C.

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

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

The detailed operations described in the Long Beach Judgment are complex and requires continuous compilation of data so that annual determinations can be made to assure compliance with the Long Beach Judgment. In order to do this, a three-member Watermaster was appointed by the Court, one representing the Upper Area parties

nominated by and through Upper District, one representing the Lower Area parties nominated by and through the Central District, and one jointly nominated by Upper District and Central District. This three-member board is known as the San Gabriel River Watermaster (River Watermaster).

The River Watermaster meets periodically during the year to adopt a budget, to review activities affecting water supply in the San Gabriel River system area, to compile and review data, to make determinations of usable water received by the Lower Area, and to prepare its annual report to the Court. The River Watermaster has rendered annual reports for the water years 1963-64 through 2008-09 and operations of the river system under that Court Judgment and through the administration by the River Watermaster have been satisfactory since its inception.

One major result of the Long Beach Judgment was to leave the Main Basin free to manage its water resources so long as it meets its downstream obligation to the Lower Area under the terms of the Long Beach Judgment. Upper District intervened in the Long Beach case as a defendant to enforce the provisions of a Reimbursement Contract, which was incorporated into the Long Beach Judgment to assure that any Make-up Water obligations under the terms of the Long Beach Judgment would be satisfied.

3.2.1.2 MAIN BASIN JUDGMENT

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

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

Under the terms of the Main Basin Judgment all rights to the diversion of surface water and production of groundwater within the Main Basin and its Relevant Watershed were adjudicated. The Main Basin Judgment provides for the administration of the provisions of the Main Basin Judgment by a nine-member Basin Watermaster. Six of those members are nominated by water producers (producer members) and three members (public members) are nominated by the Upper San Gabriel Valley Municipal Water District and the San Gabriel Valley Municipal Water District, which overlie most of the Basin. The nine-member board employs a staff, an attorney and a consulting engineer. The Basin Watermaster holds public meetings on a regular monthly basis throughout the year. A copy of the Main San Gabriel Basin Watermaster's Rules and Regulations is located in Appendix E.

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

In addition to Replacement Water Assessments, the Basin Watermaster levies an

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

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

The Main Basin Judgment provides that the Basin Watermaster will not allow imported water to be spread in the main part of the Main Basin when the groundwater elevation at the Baldwin Park Key Well³ (Key Well) exceeds 250 feet; and that the Basin Watermaster will, insofar as practicable, spread imported water in the Main Basin to maintain the groundwater elevation at the Key Well above 200 feet. One of the principal reasons for the limitation on spreading imported water when the Key Well elevation exceeds 250 feet is to reserve ample storage space in the Main Basin to capture native surface water runoff when it occurs and to optimize the conservation of such local water. Under the terms of the Long Beach Judgment, any excess surface flows that pass through the Main Basin at Whittier Narrows to the Lower Area (which is then conserved in the Lower Area through percolation to groundwater storage) is credited to the Upper Area as Usable Surface Flow.

3.2.1.3 OPERATIONS OF THE GROUNDWATER BASIN

Through the Long Beach Judgment and the Main Basin Judgment, operations of the

³The Baldwin Key Well is a water-level monitoring well located in the City of Baldwin Park used to determine when imported water may or may not be spread in the Basin.

Main Basin are optimized to conserve local water to meet the needs of the parties of the Main Basin Judgment.

Upper District is one of the Responsible Agencies from which Basin Watermaster purchases Supplemental Water. The Supplemental Water purchased from Upper District is for groundwater replenishment purposes (Replacement Water for excess production by a Producer) or Make-up Water for delivery to the Lower Area under the terms of the Long Beach Judgment. Upper District sells imported water, delivered by Metropolitan, to its sub-agencies and to the Basin Watermaster. Such water is delivered from Metropolitan's transmission facilities. Imported water can currently be delivered for use by Upper District and its sub-agencies through nine service connections. Treated imported water is delivered through USG-1, USG-2, USG-4, USG-5, USG-6, USG-7, USG-8, and USG-9, while untreated water is delivered through USG-3.

Imported water is sold by Upper District for three purposes: direct use (treated), groundwater replenishment (untreated) and Make-Up Water (untreated) under the terms of the Long Beach Judgment.

Typically, water producers within Upper District rely upon groundwater from Main Basin for their water supply. The City of Alhambra has agreed to receive treated, imported water as part of the Cooperative Water Exchange Agreement (CWEA) to reduce the groundwater extractions from the western portion of the Main Basin and the associated drawdown concerns.

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

water may be used only to supply Supplemental Water to the Basin Watermaster.

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

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

3.2.1.4 FIVE-YEAR WATER QUALITY AND SUPPLY PLAN

The Main Basin Watermaster was created in 1973 to resolve water issues that had arisen among water users in the San Gabriel Valley. Basin Watermaster's mission was to generally manage the water supply of the Main San Gabriel Groundwater Basin. During the late 1970s and early 1980s, significant groundwater contamination was discovered in the Main Basin. The contamination was caused in part by past practices of local industries that had carelessly disposed of industrial solvents referred to as Volatile Organic

Compounds (VOC's) as well as by agricultural operations that infiltrated nitrates into the groundwater. Cleanup efforts were undertaken at the local, state, and federal level.

Local water agencies adopted a joint resolution in 1989 regarding water quality issues that stated Basin Watermaster should coordinate local activities aimed at preserving and restoring the quality of groundwater in the Main Basin. The joint resolution also called for a cleanup plan. In 1991, the Court granted Basin Watermaster the authority to control pumping for water quality purposes. Accordingly, Basin Watermaster added Section 28 to its Rules and Regulations regarding water quality management. The new responsibilities included development of a Five-Year Water Quality and Supply Plan, updating it annually, submitting it to the California Regional Water Quality Control Board, Los Angeles Region, and making it available for public review by November 1 of each year. A copy of the most recent Five-Year Water Quality and Supply Plan (excluding its appendices) is located in Appendix F.

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

1. Monitor groundwater supply and quality;
2. Develop projections of future groundwater supply and quality;
3. Review and cooperate on cleanup projects, and provide technical assistance to other agencies;
4. Assure that pumping does not lead to further degradation of water quality in the Basin;
5. Address Perchlorate, N-nitrosodimethylamine (NDMA), and other emerging contaminants in the Basin;

6. Develop a cleanup and water supply program consistent with the U.S. Environmental Protection Agency (USEPA) plans for its San Gabriel Basin Superfund sites; and
7. Coordinate and manage the design, permitting, construction, and performance evaluation of the Baldwin Park Operable Unit (BPOU) cleanup and water supply plan.

The Basin Watermaster, in coordination with Upper District, has worked with state and federal regulators, along with local water companies to clean up water supplies. Section 28 of the Basin Watermaster's Rules and Regulations require all producers (including Upper District sub-agencies) to submit an application to 1) construct a new well, 2) modify an existing well, 3) destroy a well, or 4) construct a treatment facility. The Basin Watermaster prepares a report on the implications of the proposed activity. Upper District reviews a copy of these reports and is provided the opportunity to submit comments on the proposed activity before the Basin Watermaster Board takes final action. Upper District is involved in discussions between the Basin Watermaster, the USEPA, and potentially responsible parties that are contributing to the cost of groundwater cleanup.

3.2.1.5 UPPER DISTRICT POLICY NO. 9-00-8

Upper District adopted Policy No. 9-00-8 which established criteria and conditions under which the Upper District Board of Directors will consider providing funding, exclusively or in cooperation with WQA, Watermaster and other interested parties, for the construction of water treatment facilities and/or groundwater remediation projects in the Main Basin. This policy also establishes the general manner and methodology by which such funding can be distributed by Upper District for approved projects and programs. A copy of this policy is in Appendix G.

3.2.1.5.1 POLICY OBJECTIVES

Within its statutory authority, budgetary limitations and policy objectives, Upper District will provide financial assistance for the procurement and/or construction of water treatment facilities at sites in the San Gabriel Valley. The principle objectives are:

1. Optimize utilization of local water resources.
2. Reduce or eliminate local reliance on treated, non-interruptible imported water supplies.
3. Maximize local water supply reliability
4. Provide for wholesale water supply price efficiency.
5. Protect public health and safety.

3.2.1.5.2 POLICY GUIDELINES

Projects to be considered for approval by the Board must meet the guidelines of this program and satisfy certain criteria to qualify for funding under this program. That criterion is listed as follows:

1. The project must be located within the boundaries of Upper District.
2. The project must be considered in a manner so as to reactivate, or maintain operation of, an existing local water source that otherwise could not continue operation because of excessive contamination.
3. The project must be designed such that its operation presents a significant water supply benefit to the public served.
4. The project must be designed such that its operation provides a significant groundwater remediation benefit if applicable.
5. The project must employ proven or CDHS certified treatment technology to allow for a high probability of success.
6. The project must be structured such that either Upper District has a reasonable probability of substantial cost recovery from parties responsible

for groundwater contamination, or it addresses an urgent and immediate public health and safety crisis that cannot be resolved in a more efficient and effective manner.

7. The project must be reviewed by Upper District's Engineer.

Funding can be provided in several forms depending upon the circumstances surrounding the project. When structuring the distribution of funds, factors such as the likelihood of cost recovery, the future availability of other sources of funding and the preliminary goals of the project will be considered. To maximize the potential for cost recovery and securing funding from other sources, Upper District project funds will be distributed through the WQA's project accounts where possible.

3.2.1.6 WATER QUALITY AUTHORITY 406 PLAN

Section 406 of the WQA Act requires the WQA "to develop and adopt a basinwide groundwater quality management and remediation plan" that is required to be consistent with the EPA's National Contingency Plan ("NCP") and Records of Decision ("ROD") and all requirements of the Los Angeles Regional Water Quality Control Board ("LARWQCB"). According to the WQA Act, the Section 406 Plan must include:

- 1) Characterization of Basin contamination;
- 2) A comprehensive cleanup plan;
- 3) Strategies for financing the design, construction, operation and maintenance of groundwater cleanup facilities;
- 4) Provision for a public information program; and
- 5) Coordination of activities with federal, state, and local entities.

WQA reviews and adopts the Section 406 Plan on an annual basis and as necessary, makes revisions according to changing regulatory, political and/or funding environments. A copy of the WQA 406 Plan is located in Appendix H.

In support of the Section 406 Plan, WQA also adopts an annual fiscal year budget (July 1 through June 30) which includes all projects (actual or planned) WQA is facilitating through its participation during that time period. The budget identifies the various funding sources, and combinations thereof, to ensure full funding for each project (capital and/or O&M) can be achieved.

3.2.2 DESCRIPTION OF GROUNDWATER BASIN

The San Gabriel Valley is located in southeastern Los Angeles County and is bounded on the north by the San Gabriel Mountains; on the west by the San Rafael and Merced Hills, on the south by the Puente Hills and the San Jose Hills, and on the east by a low divide between the San Gabriel River system and the Upper Santa Ana River system, as shown on Plate 3.

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

The Main Basin includes essentially the entire valley floor of San Gabriel Valley with the exception of the Raymond Basin and Puente Basin. The boundaries of the Main Basin are the Raymond Basin on the northwest, the base of the San Gabriel Mountains on the north, the groundwater divide between San Dimas and La Verne and the lower boundary of the Puente Basin on the east, and the common boundaries between Upper District and Central District through Whittier Narrows on the southwest. The common water supply of the Main Basin does not include the Raymond Basin, the area northerly of Raymond Hill

Fault, which was adjudicated in the Pasadena v. Alhambra case (Superior Court of the County of Los Angeles, 1944). The Puente Basin, although tributary to the Main Basin, is not included in the Main Basin administered by the Basin Watermaster.

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

There are three municipal water districts overlying and/or partially overlying the Main Basin. The three districts are Upper District, San Gabriel District, and Three Valleys Municipal Water District (TVMWD). The boundaries of these water districts are shown on Plate 2.

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

3.2.3 GEOLOGY

The Main Basin consists of a roughly bowl-shaped depression of bedrock, filled over millions of years with alluvial deposits. This bowl-shaped depression is relatively deep; the elevation at the base of the groundwater reservoir declines from about 800 feet above

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

Most of the alluvium deposited within this depression is debris from the San Gabriel Mountains, washed and blown down from the side of the mountains over time. This process has also resulted in the materials of the Main Basin varying in size from relatively coarse gravel nearer the mountains to fine and medium-grained sand containing silt and clay as the distance from the mountains increases. The principal water-bearing formations of the Main Basin are unconsolidated and semi-consolidated sediments, which vary in size from coarse gravel to fine-grained sands. The interstices between these alluvial particles throughout the Main Basin fill with water and transmit water readily to wells. The thickness of the water-bearing materials in the Main Basin ranges from 200 to 300 feet in the northeastern portion of the Main Basin near the mountains (Los Angeles County Department of Public Works, 1934, page 141.) to nearly 4,000 feet in the South El Monte area. (California Department of Water Resources, 1966, page 31.)

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

3.2.4 HYDROLOGY

The total fresh water storage capacity of the Main Basin is estimated to be about 9.5 million acre-feet. Of that, about 1,100,000 acre-feet have been used historically in Main Basin operations. The change in groundwater elevation at the Key Well is representative of changes in groundwater in the Main Basin. One foot of elevation change at the Key Well is roughly the equivalent of about 8,000 acre-feet of water storage. The location of the Key Well is shown on Plate 3 and the hydrograph of the Key Well is shown on Figure 1. The historical high groundwater elevation was recorded at over 329.1 feet in April 1916, at which time Main Basin storage was estimated to be about 8,700,000 acre-feet. The historical low was recorded in December 2009 at 189.2 feet, at which time Main Basin storage was estimated to be about 7,600,000 acre-feet. The Key Well hydrograph shown on Figure 1 illustrates the cyclic nature of basin recharge and depletion. The hydrograph also illustrates the dramatic recharge capability of the Main Basin during wet periods.

Generally, water movement in the Main Basin is from the San Gabriel Mountains on the north to Whittier Narrows to the southwest, as shown on Plate 4. Groundwater movement in the northern and northeastern regions of the Main Basin is affected by faulting. For example, the Raymond Fault located in the northwesterly portion of the Main Basin separates the Raymond Basin from the Main Basin.

The Main Basin is an unconfined aquifer. Although clay deposits appear mixed with the soils in several locations in the Main Basin and there are various clay lenses throughout the Main Basin, they do not coalesce to form a single impermeable barrier for the movement of subsurface water. The Main Basin therefore operates as a single, unconfined aquifer. As previously mentioned, a thorough discussion of basin hydrogeology is contained in the report "Planned Utilization of Ground Water Basins, San Gabriel Valley, Appendix A: Geo-hydrology" (California Department of Water Resources, 1966).

Within the Main Basin there are a number of identified sub-basins. These include the Upper San Gabriel Canyon Basin, Lower San Gabriel Canyon Basin, Glendora Basin,

Foothill Basin, Way Hill Basin and San Dimas Basin. In addition, the Puente Basin is tributary to the Main Basin from the southeast, between the San Jose and Puente Hills, but is not included in the Main Basin adjudication. Plate 3 shows the location of the sub-basins within the Main Basin.

3.2.5 GROUNDWATER REPLENISHMENT

The major sources of recharge to the Main Basin are direct penetration of rainfall on the valley floor, percolation of runoff from the mountains, percolation of imported water and return flow from applied water. Rainfall occurs predominantly in the winter months and is more intense at higher elevations and closer to the San Gabriel Mountains. Table 1A shows historical annual rainfall, which is highly variable from year to year, in the San Gabriel Valley. In water year 2006-07 the total rainfall (four station average) was less than five inches , while in 2004-05 the total rainfall (four station average) was about 45 inches, as shown on Table 1A.

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

The San Gabriel River bisects the Main Basin. The San Gabriel River originates at the confluence of its west and east forks in the San Gabriel Mountains. It flows through the San Gabriel Canyon and enters the Main Basin at the mouth of the canyon north of the City of Azusa. The San Gabriel River flows southwesterly across the valley to Whittier Narrows, a distance of about 15 miles. It exits San Gabriel Valley at Whittier Narrows, and transverses the Coastal Plain in a southerly direction to reach the Pacific Ocean at Alamitos Bay near the City of Long Beach.

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

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

To protect residents of the San Gabriel Valley from flooding that can result during periods of intensive rainfall, the DPW and the U.S. Army Corps of Engineers (Corps of Engineers), have constructed an extensive system of dams, debris basins, reservoirs and flood control channels, which are shown on Plate 3. The dams and reservoirs also operate as water conservation facilities. The dams and reservoirs that control the flow of the San Gabriel River and the Rio Hondo include: Cogswell Reservoir on the west fork of the San Gabriel River, San Gabriel Reservoir at the confluence of the west and east forks of the San Gabriel River, Morris Reservoir near the mouth of the San Gabriel Canyon, Santa Fe Reservoir in the northerly portion of the Main Basin and Whittier Narrows Reservoir at the southwestern end of San Gabriel Valley.

Many of the stream channels tributary to the San Gabriel River have been improved with concrete banks (walls) and concrete-lined bottoms. These stream channel

improvements have significantly reduced the area of previous stream channels and reduce Main Basin recharge. A number of off-stream groundwater replenishment facilities have been established along these stream channels to offset such reductions in recharge. The locations of these water spreading facilities are shown on Plate 3. Some of these facilities are accessible to imported water supplies, while some facilities receive only local runoff.

The paths of the surface streams are mirrored in the soils and in the direction of groundwater movement in the Main Basin. The tributary creeks and washes, carrying smaller amounts of water, generally flow toward the center of the San Gabriel Valley, while the direction of flow of the major streams, the San Gabriel River and the Rio Hondo, is from the mountains in the north to Whittier Narrows in the southwest. In similar fashion, the primary direction of groundwater movement in the Main Basin is from the north to the southwest, with contributing movement generally from the east and west toward the center of the Main Basin as shown on Plate 4. The greatest infiltration and transmissivity rates of soils in the Main Basin are from north to south, with the maximum rates found in the center of the valley along the stream channels. Generally, the Main Basin directs groundwater to the southwest through Whittier Narrows.

3.2.6 LOCATION, AMOUNT AND SUFFICIENCY OF GROUNDWATER

Upper District is a wholesale supplier of treated and untreated imported water, and recycled water for direct use. Upper District is investigating the possibility of a recycled water project for groundwater replenishment. Although Upper District does not produce groundwater, all of its sub-agencies do. As noted in Section 3.2 the Main Basin is managed by the Basin Watermaster. Section 42, Basin Operating Criteria, of the Main Basin Judgment states in part "...Watermaster shall not spread Replacement Water when the water level at the Key Well exceeds Elevation two hundred fifty (250), and Watermaster shall spread Replacement Water, insofar as practicable, to maintain the water level at the Key Well above Elevation two hundred (200)." Figure 1 shows the historical fluctuation of the Key Well elevation and illustrates since the Main Basin was adjudicated in 1973, it generally operated between an elevation 250 feet and 200 feet msl. Furthermore, at

elevation 200 feet msl at the Key Well, the Main Basin has about 7,600,000 acre-feet of available storage. During the period of management under the Judgment, significant drought events have occurred from 1969 to 1977, 1983 to 1991, 1998 to 2004, and 2006 to present. In each drought cycle the Main Basin has been managed to maintain water levels.

Upper District recognizes Metropolitan has more restrictions on the availability of imported water and that Metropolitan has implemented the WSAP, which provides water supply allocations. Upper District is actively promoting water conservation activities (see Chapter 5). Those conservation activities, coupled with conservation from the requirements of SB7 should result in reduced demand and increased access to imported water for groundwater replenishment under Metropolitan's WSAP. This will enable Upper District to continue to deliver supplemental water to comply with the Main Basin Judgment.

Based on historical management practices, and the aforementioned activities by Upper District, all Upper District pumpers from the Main Basin have adequate supply from the Main Basin over the next 20 years under single year and multiple-year droughts.

3.3 RELIABILITY OF SUPPLY

Section 10631

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

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

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

Upper District recognizes the reliability of future supplies of imported supplemental water to Upper District from Metropolitan is directly dependent upon the sources of supply available to Metropolitan, and is subject to the Metropolitan WSAP allocation. Appendix I.2 shows Metropolitan's water supply for an average year, single dry

year and multiple dry years. Metropolitan used 1922-2004 for the average year, 1977 for a single dry year and 1990-1992 for the multiple dry years. The 2010 RUWMP prepared by Metropolitan should be referred to for more details on projected sources of water supply available to Metropolitan and the reliability of those sources. Upper District intends to implement conservation activities to ensure long-term reliable replenishment capabilities. A summary of potential supplemental water supplies available to Upper District during an average water year, a single dry year and multiple dry years over the next 20 years in five-year increments are shown in Appendix I.2 of this Plan.

3.4 TRANSFERS AND EXCHANGES OF WATER

Section 10631

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

Upper District participates in a long-term Cooperative Water Exchange Agreement (CWEA) with the City of Alhambra, Metropolitan, San Gabriel District and the Main Basin Watermaster. Upper District is the representative member agency for Metropolitan in that exchange.

The CWEA was negotiated to solve a local problem near the City of Alhambra, referred to as the Alhambra Pumping Hole. The Alhambra Pumping Hole is located in an area of the Main Basin that gets little replenishment due to its location and hydrogeologic characteristics. Seven producers extract water from the Alhambra Pumping Hole and this resulted in declining water level elevations. Six of the producers are sub-agencies of Upper District. The seventh producer, the City of Alhambra, is a member agency of San Gabriel District. This exchange is cooperatively financed by the City of Alhambra, San Gabriel District and Upper District. It was agreed the City of Alhambra would receive direct delivery of water from Metropolitan and in exchange would reduce its extractions from the Alhambra Pumping Hole by an equivalent quantity. Currently, the Basin Watermaster levies an In-lieu Assessment to provide reimbursement to the City of Alhambra for

increased incremental costs, which are incurred by the City. The City of Alhambra receives about 3,000 acre-feet per year of direct deliveries from Metropolitan.

Upper District, through Metropolitan, is active in the long-term cyclic storage of water in the Main Basin. Metropolitan is able to deliver water for groundwater replenishment purposes in advance of Upper District's specific requirement for such water. Water delivered to the Main Basin in advance of its requirement is credited to the Cyclic Storage Account and the credited deliveries are accrued from year to year. When the Basin Watermaster requires Replacement Water from Upper District, a transfer can then be made from the Cyclic Storage Account to Basin Watermaster in-lieu of actual delivery of imported water for that purpose, at the discretion of Metropolitan. Because water is often in Cyclic Storage for many years before being required as Replacement Water, the Cyclic Storage program, although technically a conjunctive use operation, may be considered an exchange or transfer program in that it takes advantage of surplus water, when available, and stores it in the Main Basin for future use.

Chapter 4

PAST, CURRENT AND PROJECTED WATER USE

4.1 PAST AND CURRENT WATER USE

Section 10631

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

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

Upper District is a wholesale water provider which provides retail water to urban water suppliers, but does not directly use water or deliver water to retail customers. Consequently records are not available, and Upper District can not segregate sales by type of sectors. Upper District has in its records total treated imported water for direct use, untreated imported water for groundwater replenishment and recycled water sold to its sub-agencies. Table 3 summarizes the annual sales for total treated imported water for direct use, untreated imported water for groundwater replenishment, make-up water (no sales since fiscal year 1990-91) and recycled water. As shown in Table 3, total sales for fiscal year 2008-09 were 43,114.2 acre-feet. The following sections discuss past and current water sales to Upper District's sub-agencies for treated imported water for direct use, untreated imported water for groundwater replenishment and recycled water.

4.1.1 TREATED IMPORTED WATER FOR DIRECT USE

Upper District has eight treated imported water service connections with eight of its sub-agencies for direct use. In addition, Upper District has one temporary treated imported water service connection for direct use. Table 4 shows Upper District's service connections, type of use and the maximum capacity of each service connection. Table 5 shows the past and current water sales of treated imported water for direct use by service connections. The sub-agencies with treated imported water service connections for direct use rely on both the water supply from Upper District and the water produced from the Main Basin and Raymond Basin as their total supply for direct use. As shown in Tables 3 and 5, the total treated imported water sales for direct use for fiscal year 2008-09 was 8,532.9 acre-feet. All treated imported water connections have only one meter reported to Upper District from Metropolitan. Therefore, from an accounting standpoint for Upper District, there are no unaccounted-for system losses. However, Metropolitan and the retail agencies may experience unaccounted-for system losses and would be discussed in their own UWMPs.

4.1.2 UNTREATED IMPORTED WATER FOR GROUNDWATER REPLENISHMENT

As discussed in Section 3.2.1.3, Upper District is one of the Responsible Agencies from which the Basin Watermaster purchases Supplemental Water, which is used for groundwater replenishment purposes. Upper District delivers untreated imported water for groundwater replenishment through its service connection, USG-3, as shown in Table 4. Table 5 shows the annual quantity of water sold for replenishment water purposes through USG-3 (and at times through other service connections). As shown in Table 5, the untreated imported water sales as replenishment water for fiscal year 2008-09 was 33,072.1 acre-feet. USG-3 has only one meter reported to Upper District from Metropolitan. Therefore, from an accounting standpoint for Upper District, there are no unaccounted-for system losses. However, Metropolitan and the retail agencies may experience unaccounted-for system losses and would be discussed in their own UWMPs.

4.1.3 RECYCLED WATER

Upper District sells recycled water for direct use to its sub-agencies. Recycled water sales by Upper District began in fiscal year 2002-03. As shown in Table 3, the annual recycled water sold during fiscal year 2008-09 was 1,509.2 acre-feet.

4.2 PROJECTED WATER USE

Section 10631

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

Section 1063.11

Inclusion of projected water use for low-income housing; Legislative intent

(a) The water use projections required by Section 10631 shall include projected water use for single-family and multifamily residential housing needed for lower income households, as defined in Section 50079.5 of the Health and Safety Code, as identified in the housing element of any city, county or city and county in the service area of the supplier.

(b) It is the intent of the Legislature that the identification of projected water use for single-family and multifamily residential housing for lower income households will assist a supplier in complying with the requirement under Section 65589.7 of the Government Code to grant a priority for the provision of service to housing units affordable to lower income households.

Upper District prepared water use projections for the next 20 years for treated imported water for direct use, untreated imported water for groundwater replenishment and recycled water for direct use. Water use projections to be made for "lower income households" will be determined by Upper District's member agencies based on their retail customers. A summary of projected water use by Upper District is shown on Table 6 and discussed in the sections below.

4.2.1 TREATED IMPORTED WATER FOR DIRECT USE

Projected treated imported water for direct use is shown in Table 6. As shown in Table 6, it is estimated the treated imported water for direct use is about 3,000 acre-feet for fiscal year 2030-31.

4.2.2 UNTREATED IMPORTED WATER AND RECYCLED WATER PROJECT FOR GROUNDWATER REPLENISHMENT

Projected untreated imported water for groundwater replenishment is also shown in Table 6. As shown in Table 6, it is estimated the untreated imported water for groundwater replenishment is about 23,000 acre-feet for fiscal year 2030-31. In addition to untreated imported water, a potential recycled water project may be available for groundwater replenishment. As shown in Table 6, it is estimated the recycled water project for groundwater replenishment by Upper District could be about 10,000 acre-feet for fiscal year 2030-31. It is excluded from sales, but would directly offset purchases of untreated imported water.

4.2.3 RECYCLED WATER

Projected recycled water sales by Upper District are also shown in Table 6. As shown in Table 6, it is estimated the direct use recycled water sales by Upper District could be about 15,000 acre-feet for fiscal year 2030-31.

Chapter 5

CURRENT CONSERVATION MEASURES

Section 10631

- (f) *Provide a description of the supplier's water demand management measures. This description shall include all of the following:*
- (1) *A description of each water demand management measure that is currently being implemented, or scheduled for implementation, including the steps necessary to implement any proposed measures, including, but not limited to, all of the following:*
 - (A) *Water survey programs for single-family residential and multi-family residential customers.*
 - (B) *Residential plumbing retrofit.*
 - (C) *System water audits, leak detection, and repair.*
 - (D) *Metering with commodity rebates for all new connections and retrofit of existing connections.*
 - (E) *Large landscape conservation programs and incentives.*
 - (F) *High-efficiency washing machine rebate programs.*
 - (G) *Public information programs.*
 - (H) *School education programs.*
 - (I) *Conservation programs for commercial, industrial and institutional accounts.*
 - (J) *Wholesale agency programs.*
 - (K) *Conservation pricing.*
 - (L) *Water conservation coordinator.*
 - (M) *Water waste prohibition.*
 - (N) *Residential ultra-low-flush toilet replacement programs*
 - (2) *A schedule of implementation for all water demand management measures proposed or described in the plan.*
 - (3) *A description of the methods, if any, that the supplier will use to evaluate the effectiveness of water demand management measures implemented or described under the plan.*
 - (4) *An estimate, if available, of existing conservation savings on water use within the supplier's service area, and the effect of the savings on the supplier's ability to further reduce demand.*
- (j) *Urban water suppliers that are members of the California Urban Water Conservation Council and submit annual reports to that council in accordance with the "Memorandum of Understanding Regarding Urban Water Conservation in California," dated September 1991, may submit the annual reports identifying water demand management measures currently being implemented, or scheduled for implementation, to satisfy the requirements of subdivision (f) and (g)*

Upper District is a member of the California Urban Water Conservation Council (CUWCC). As a member of the CUWCC, Upper District signed a Memorandum of Understanding (MOU) pledging to implement "Best Management Measures", which are cost-effective conservation programs. CUWCC amended its MOU in December 2008.

The 14 BMPs have now been organized into five categories. Two categories are Utility Operations and Education, which are referred to as “Foundational BMPs.” The other three categories are referred to as “Programmatic BMPs” and are Residential, Commercial/Industrial/Institutional, and Landscape.

For purposes in this Plan the Best Management Practices (BMPs) are equivalent to Demand Management Measures (DMM). According to the UWMP Act, water suppliers that are members of the CUWCC may submit their annual reports to satisfy the requirements of subdivision (f) and (g). Upper District’s annual reports for 2005 through 2008, along with CUWCC’s coverage reports, are included in this Plan as Appendices J.1 through J.4. A brief description of Upper District’s conservation measures and DMMs follow in addition to the new BMP category referred under the CUWCC MOU.

5.1 CURRENT IMPLEMENTED DEMAND MANAGEMENT MEASURES

Section 10631

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

5.1.1 RESIDENTIAL PLUMBING RETROFIT (10631f(1)(B))

The CUWCC refers to this BMP as “Programmatic: Residential.” Upper District has annually provided residential plumbing retrofit programs to assist its retailers throughout its service area in cooperation with Metropolitan. Upper District’s residential plumbing retrofit programs consist of rebate programs for high-efficiency clothes washer, high-efficiency toilets, rotating nozzles for sprinklers, weather-based irrigation controllers, and synthetic turf. Information and water conservation savings regarding these programs are also located in Metropolitan’s draft 2010 RUWMP which is incorporated by reference.

5.1.2 SYSTEM WATER AUDITS, LEAK DETECTION AND REPAIR (10631f(1)(C))

The CUWCC refers to this BMP as “Foundational: Utility Operations - Water Loss Control.” Upper District does not have its own distribution system, and relies on Metropolitan’s distribution system for delivery of treated and untreated imported water to Upper District’s sub-agencies. Therefore, Upper District is not required to fill out a CUWCC annual report on this BMP (System Water Audits, Leak Detection and Repair). Metropolitan has a CUWCC annual report for this BMP (System Water Audits, Leak Detection and Repair). Metropolitan conducts various system water audits and leak detection programs for its entire system. Additional information regarding system water audits, leak detection, repair and water conservation savings can be found in Metropolitan’s draft 2010 RUWMP, which is incorporated by reference.

5.1.3 METERING WITH COMMODITY RATES (10631f(1)(D))

The CUWCC refers to this BMP as “Foundational: Utility Operations - Metering.” Upper District, in coordination with Metropolitan, meters all water sales for direct use, groundwater replenishment, Make-up Water and separately recycled water. A copy of Upper District’s current rate schedule is located in Appendix K. Water conservation savings are not available for this BMP.

5.1.4 LARGE LANDSCAPE CONSERVATION PROGRAMS AND INCENTIVES (10631f (1) (E))

The CUWCC refers to this BMP as “Programmatic: Landscape.” Upper District’s large landscape conservation program includes the Synthetic Turf Grant School Program. The goal of the Synthetic Turf Grant School Program is to assist schools with funding for retrofitting large landscaped areas with synthetic turf. Through this program, Upper District offers grants of up to \$75,000 per site to assist with the cost of installing synthetic turf. Since the start of the program in fiscal year 2005-06, five schools have participated in this program. Based on an estimated service life of 10 years for

synthetic turf, the total annual water savings for the 5 synthetic turf programs is estimated at 53 acre-feet.

5.1.5 HIGH-EFFICIENCY WASHING MACHINE REBATE PROGRAMS (10631f (1) (F))

The CUWCC refers to this BMP as “Programmatic: Residential.” Upper District, in partnership with Metropolitan, State Department of Water Resources, CalFed Bay Delta Program and the U.S. Bureau of Reclamation, offered a residential high-efficiency clothes washer rebate program. Residential dwellings (single-family homes, condominiums, townhouses, apartments or mobile homes) that are located within Upper District’s service area could install a high-efficiency clothes washer machine in place of a standard-efficiency washing machine for a rebate. Residences that install a high-efficiency washing machine could receive a rebate of \$200 per washer as of 2008-09. The program began in fiscal year 2002-03. Since the program began, a total of 6,656 rebates have been provided. Metropolitan states that this program saves about 10,000 gallons per year per washer over a conventional top loading washer. Based on an estimated service life of 15 years for each washer, the total annual water savings for the 6,656 washers is estimated at 160 acre-feet. Additional information on Upper District’s high-efficiency washing machine rebate program can be found on its website and in Appendix L.

5.1.6 PUBLIC INFORMATION PROGRAMS (10631f (1) (G))

The CUWCC refers to this BMP as “Foundational: Education – Public Information Programs.” Upper District promotes water conservation through its many public information programs. Upper District offers conservation brochures and posters, activity booklets, public outreach displays, oral presentations, and workshops to inform the public of conservation efforts. Upper District also raises awareness about water conservation through paid advertising, press releases, news ads, media events, and through the Speaker’s Bureau. Annually, Upper District hosts a water awareness festival (Water Fest) to raise public awareness about water conservation, water quality

and other water-related issues. Water conservation savings is not available for this BMP. Additional information regarding Upper District's public information programs is located in each of the CUWCC annual reports in Appendices J.1 through J.4 and also can be found on Upper District's website (Appendix L).

In addition, Upper District offers a link to a watering calculator on its website to estimate the right amount of water to use for landscaping and offers friendly gardening tips about water efficient gardening. A description is included in Appendix L.

5.1.7 SCHOOL EDUCATION PROGRAMS (10631f (1) (H))

The CUWCC refers to this BMP as "Foundational: Education – School Education Programs." Upper District directly offers school education programs in an effort to raise awareness of water issues. Upper District started its school education programs in September 1992 and the materials and presentations meet state education framework requirements. The following is a list of Upper District's school educational programs. More information about these programs is located in each of the CUWCC annual reports (Appendices J.1 through J.4).

- Water Awareness Art Contests
- Solar Cup Competition
- Water Education Grant Program
- Annual Art Poster Contest for grades K through 3rd and 4th through 6th
- T-shirt Art Contest for grades 7th through 12th
- Water Educational Posters
- Water Resource Library

Upper District also participates in additional educational school programs through Metropolitan, which has extensive educational programs that includes schools within Upper District's boundaries. Metropolitan's educational programs meet state education

framework requirements. A list of Metropolitan's school education programs and water conservation savings is included in Metropolitan's draft 2010 RUWMP, which is incorporated by reference.

5.1.8 CONSERVATION PROGRAMS FOR COMMERCIAL, INDUSTRIAL AND INSTITUTIONAL (10631f (1) (I))

The CUWCC refers to this BMP as "Programmatic: Commercial, Industrial, and Institutional." Upper District offers a conservation program for commercial, industrial and institutional facilities (CII). Upper District's program offers commercial, industrial and institutional facilities rebates for retrofitting existing high water-use fixtures with efficient water-use fixtures. The CII program has included the following fixtures:

1. Commercial High Efficiency Toilet (includes flushometer, tank, and dual flush)
2. Commercial High Efficiency Toilet (new construction)
3. Ultra Low Water Urinal (less than 0.25 gallons per flush (gpf) and Zero Water Urinals
4. Ultra Low Water Urinal and Zero Water Urinals Upgrade or New Construction
5. Water Broom
6. Connectionless Food Steamer
7. Ice Making Machine Tier III standard
8. Dry Vacuum Pump
9. Cooling Tower Conductivity Controller
10. pH Cooling Tower Controller
11. Weather-Based Irrigation Controller and Central Computer Irrigation Controller
12. Rotating Nozzles for Pop-up Spray Head Retrofits
13. Large Rotary Nozzles

The program began in fiscal year 2000-01. A total of 10,568 rebates have been received through this program. Based on an estimated weighted service life of 19 years for CII rebate program items, the total annual water savings for the 10,568 rebate

program items is estimated at 490 acre-feet. Additional information regarding Upper District's CII program can be found in each of the CUWCC reports and Appendix L of this plan.

5.1.9 WHOLESALE AGENCY PROGRAMS (10631f (1) (J))

The CUWCC refers to this BMP as "Foundational: Utility Operations – Operations." As a wholesaler, Upper District participates in wholesale agency programs, which provide financial incentives for water conservation, technical support through workshops, and available staff for conservation projects. Upper District provides financial incentives for water conservation through its many retrofit and rebate programs that replace high water-use fixtures with efficient water-use fixtures. Upper District provides technical support by conducting workshops for various water conservation programs. Upper District also provides support through available staff assigned to direct conservation measures. Regional programs are also in place that local agencies can participate in to encourage water conservation. Information regarding Upper District's wholesale agency programs is located in both each of the CUWCC annual reports (Appendices J.1 through J.4) and Appendix L. Water conservation savings is not available for this BMP.

5.1.10 CONSERVATION PRICING (10631f (1) (K))

The CUWCC refers to this BMP as "Foundational: Utility Operations – Pricing." Upper District implements conservation pricing to encourage its sub-agencies to conserve water. Attached in Appendix K is Upper District's current rate structure which was approved in October 2009 and is effective October 1, 2009 through December 31, 2010. Information about Upper District's conservation pricing is located in each of the CUWCC annual reports (Appendices J.1 through J.4).

Upper District obtains water from Metropolitan for direct deliveries and through that process passes on Metropolitan's rate structure. Metropolitan's tiered rate structure

encourages the development of cost-effective local water resources, including conservation, water recycling, groundwater recycling and desalination. Metropolitan's rate structure includes both Tier 1 and Tier 2 treated water sales. As shown in Appendix K, Upper District's rate structure shows four conservation pricing programs, which are Tiered Rate Structure, Long-term Cyclic Storage, Replenishment Service and Recycled Water. However, due to the implementation of Metropolitan's WSAP during fiscal year 2009-10, Metropolitan does not have a Replenishment Service water program and the replenishment water rates are the same cost as the full service untreated water rates. In addition, Metropolitan has established a WSAP penalty rate for purchasing water over a member agency's WSAP allocation, which prevents its member agencies from purchasing water beyond its WSAP allocation. The WSAP will also be in effect for fiscal year 2010-11. Therefore, Upper District's current rate structure does not take into account the cost of replenishment water rates as the cost of full service untreated water rates. Water conservation savings is not available for this BMP.

5.1.11 WATER CONSERVATION COORDINATOR (10631f (1) (L))

The CUWCC refers to this BMP as "Foundational: Utility Operations – Operations." Upper District employs a Conservation Coordinator to promote water conservation issues and programs. The Conservation Coordinator position was created in September 1992 as a full time position. Water conservation savings is not available for this BMP. Additional information about Upper District's Conservation Coordinator can be found in each of the CUWCC annual reports located in Appendices J.1 through J.4.

5.1.12 WATER WASTE PROHIBITION (10631f(M))

The CUWCC refers to this BMP as "Foundational: Utility Operations – Operations." Upper District is a wholesale water agency, which does not supply water to residential customers, and therefore cannot regulate residential water use. However,

Upper District passed Resolution 6-90-266 in 1990 to reduce water demands within its service area. A copy of Resolution 6-90-266 is located in Appendix N. In addition, Upper District has prepared a draft Urban Water Shortage Contingency Resolution that may be adopted in case of an emergency which will require mandatory reductions in water use within Upper District's service area. A copy of Upper District's draft Urban Water Shortage Contingency Plan is located in Appendix M. Water conservation savings is not available for this BMP.

5.1.13 RESIDENTIAL ULTRA-LOW-FLUSH TOILET REPLACEMENT PROGRAMS (10631f (1) (N))

The CUWCC refers to this BMP as "Programmatic: Residential." High-Efficiency Toilets (HET) is a program implemented by Upper District. HETs are distributed for free to qualifying residents. The cost of the HET is funded by Upper District and Metropolitan. Metropolitan can only provide funding for HETs (1.28 gallons per flush or less), which use 20 percent less than ULFTs (Ultra-Low Flush Toilets) (1.6 gallons per flush). A total of 26,960 HETs/ULFTs have been provided through this program since it first began in fiscal year 1992-93. Based on an estimated service life of 20 years for each HET, the total annual savings for the 26,960 HETs/ULFTs is estimated at 1,005 acre-feet. Information on the HET program is included in Appendix L.

5.2 DEMAND MANAGEMENT MEASURES NOT IMPLEMENTED

Section 10631

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

- (1) Take into account economic and non-economic factors, including environmental, social, health, customer impact, and technological factors.*
- (2) Include a cost-benefit analysis, identifying total benefits and total costs.*
- (3) Include a description of funding available to implement any planned water supply project that would provide water at a higher unit cost.*
- (4) Include a description of the water supplier's legal authority to implement the measure and efforts to work with other relevant agencies to ensure the implementation of the measure and to share the cost of implementation.*

5.2.1 WATER SURVEY PROGRAMS FOR SINGLE-FAMILY AND MULTI-FAMILY RESIDENTIAL CUSTOMERS (10631f (1) (A))

Upper District is a wholesale agency and does not provide water to residential customers. Upper District supplies water only to local retail agencies within its service area that in turn provide water to residential customers. As a wholesale water agency, Upper District cannot implement a water survey program for Single-Family and Multi-Family residential customers. Upper District does, however, encourage its member agencies to implement this DMM and support its retail agencies' efforts by offering workshops to train retail agency staff on how to conduct residential water surveys. The economic and non-economic factors, cost-benefit analysis, funding available, and legal authority do not apply to Upper District.

Chapter 6

WATER SUPPLY OPPORTUNITIES

6.1 WATER USE PROJECTIONS

Section 10631

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

Upper District receives its water from Metropolitan. As required by Section 10631 (k), Upper District annually provides its water use projections to Metropolitan and made a copy of this UWMP available to Metropolitan. Water use projects for the next 20 years are shown on Table 7. Upper District in turn received information from Metropolitan on the existing and planned sources of water, as shown in Appendix I.2. Metropolitan's 2010 UWMP discusses in more detail the factors resulting in its supply.

As an urban wholesale supplier, Upper District is required to receive projections of water use from its retail urban water suppliers. However, retail urban water suppliers' UWMPs are not due until July 2011 and are not completed. However, Upper District has reviewed projected values based on historical trends and projected population. As required by Section 10631 (k), Upper District provided retail urban water suppliers with information on the existing and planned sources of water.

6.2 FUTURE WATER SUPPLY PROJECTS

Section 10631

(h) Include a description of all water supply projects and water supply programs that may be undertaken by the urban water supplier to meet the total projected water uses as established pursuant to subdivision (a) of Section 10635. The urban water supplier shall

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

Upper District receives imported supplemental water from Metropolitan and supplies such water to its sub-agencies. Upper District's sub-agencies also have rights to water supplies of the Main Basin. The management structure of the Main Basin ensures a reliable future water supply. Chapter 3, Section 3.2 provides an extensive description of the Main Basin and provides information on its management. The management structure of the Basin provides a reliability of supply in average, single-dry and multiple-dry water years. Although Upper District overlies a well-managed groundwater basin, it participates in a variety of programs intended to enhance regional water supply as described below. Upper District does not have information regarding the cost and timeline for each of these programs except those programs that Upper District is directly managing. Additional programs are discussed in Chapters 7 and 8.

6.2.1 FUTURE WATER SUPPLY

Due to recent water supply shortages, Upper District is exploring options and looking for possible additional sources of water supply outside of the Main Basin to supplement untreated imported water received from Metropolitan. In addition, Upper District is investigating the possibility of a recycled water project for groundwater replenishment.

6.2.2 UPPER DISTRICT'S DIRECT USE RECYCLED WATER PROGRAM

As part of Upper District's continuing effort to augment Metropolitan imported water supply, Upper District's direct use recycled water program has been developed. As of fiscal year 2008-09, the direct use program supplies about 4,400 acre-feet of recycled water to current irrigation customers within Upper District's service area. The

direct use program can potentially supply approximately 15,000 acre-feet of recycled water by fiscal year 2030-31 to potential customers within Upper District's service area, as shown in Table 10. The direct use program has been implemented in four phases. Of the four phases, two phases have been completed in 2007. Discussed below are the other two phases which have not yet been completed.

6.2.3.1 PHASE IIA – ROSEMEAD EXTENSION

Phase IIA-Rosemead Extension expands Phase IIA-Whittier Narrows Project to provide recycled water in the near future to the Whittier Narrows Golf Course, several schools, parks and industrial complexes. The project began construction in September 2009 and is projected to be completed by summer of 2011. Pipeline construction is complete and retrofits are being designed. The facilities for Phase IIA-Rosemead Extension include an approximate 2.5-mile long pipeline. An approximate demand of 720 acre-feet per year of high-quality water is anticipated to be supplied from the Whittier Narrows Water Reclamation Plant. The 720 acre-feet will be available during an average year, single-dry year and multiple dry years.

6.2.3.2 PHASE IIB – INDUSTRY PROJECT

Phase IIB Industry Project is separated into packages. Phase IIB includes the construction of new joint and local conveyance, storage, and distribution facilities, providing improved and extended recycled water service to potential customers in the Cities of West Covina and Walnut. Construction began in 2010 and is projected to be constructed by summer 2013. Phase IIB will supply approximately 1,600 acre-feet per year of recycled water to several landfills, parks, schools, open areas and commercial establishments from the SJCWRP. The 1,600 acre-feet will be available during an average year, single-dry year and multiple dry years.

6.3 DESALINATED WATER

Section 10631

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

As previously discussed, Upper District's sub-agencies produce groundwater from the Main Basin. The Main Basin Watermaster prepares an annual "Area Agency Water Quality Monitoring Report." The 2008-09 annual report indicates the Total Dissolved Solids (TDS) or salt concentration in groundwater wells within Upper District's member agency's wells range from 130 milligrams per liter (mg/l) to 590 mg/l. The California Department of Health Services (CDHS) recommended level is 500 mg/l and water can be provided for long-term domestic use with TDS concentrations of up to 1,000 mg/l. Due to the high quality (low TDS concentration) of the groundwater, Upper District and its member agencies do not need to investigate the use of desalination to develop or reestablish a new long-term supply. However, Upper District is looking for new sources of water supply and is receptive in coordinating with other agencies that have ocean water desalination programs.

Chapter 7

URBAN WATER SHORTAGE CONTINGENCY ANALYSIS

7.1 WATER SHORTAGE MANAGEMENT

Section 10632

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

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

Upper District's Urban Water Shortage Contingency Plan was adopted by the Board of Directors on March 18, 1992. The Urban Water Shortage Contingency Plan is incorporated in this Plan as reference. A draft of an urban water shortage contingency resolution for Upper District is located in Appendix M. The following sections provide supplemental information regarding Upper District's future water supply during an unexpected problem or shortage and outlines the management structure proposed to meet the water supply requirements during an unforeseen event. Both the programs

and projects described below, and in Chapter 6, collectively help manage Upper District's water supply and may be undertaken to help meet water supply requirements.

Upper District has cooperatively participated in several programs that serve to manage existing water supplies, as described below. These programs have been created to address water supply deficiencies that may arise due to conditions such as drought, failure of water transmission facilities as a result of an earthquake or regional power outage, and contamination of the underlying groundwater basin.

7.2 WATER SHORTAGE ACTIONS

Section 10632

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

Upper District is a member agency of Metropolitan and as such relies on Metropolitan for all its imported water supplies. According to Metropolitan's 2010 RUWMP, MWD's supply is considered to be in surplus as long as net annual deliveries are made to the water storage programs. Metropolitan's supply is considered to be in a shortage condition when Metropolitan must withdraw water from storage to meet demands. Metropolitan has developed a Water Surplus and Drought Management (WSDM) Plan which is discussed further in the following section and is included in Metropolitan's 2010 RUWMP, which is incorporated by reference.

In addition, Metropolitan adopted the WSAP in February 2008, as discussed in Chapter 3. The WSAP established ten shortage levels and a corresponding reduced Allocation to each member agency. The reduced Allocation will apply to a member agency's retail demand. Additional information about Metropolitan's WSAP is provided in Metropolitan's 2010 RUWMP, which is incorporated by reference, and discussed below. A copy of the WSAP shortage levels is attached in Appendix I.3 and Metropolitan's 50 percent reduction goals is attached in Appendix I.4.

7.2.1 WATER SURPLUS AND DROUGHT MANAGEMENT PLAN

The WSDM Plan was adopted in April 1999 as a management tool for planning during wet and dry years. Upper District participated in Metropolitan's WSDM Plan by jointly participating in the development of the plan through various workshops held by Metropolitan. The WSDM Plan addresses regional water management strategies. The WSDM Plan has specific management actions for seven specific water shortage situations and five surplus situations. The following is a summary of Metropolitan's water shortage stages.

- **Stage 1** – Metropolitan will continue to make deliveries and may need to make withdrawals from Diamond Valley Lake
- **Stage 2** – Metropolitan will continue to make deliveries and in addition to Stage 1 actions, might draw water from groundwater storage in other regions.
- **Stage 3** – Metropolitan may limit the deliveries to the Long-term Seasonal and Replenishment Programs in addition to continuing Stage 2 actions.
- **Stage 4** – Metropolitan will continue to limit its deliveries as explained in Stage 3 and may draw water from conjunctive use groundwater storage and the State Water Project reservoirs.
- **Stage 5** – Metropolitan will continue delivery limitations and draw water from other sources as explained in Stage 4. In addition, Metropolitan will coordinate an effort to increase conservation activities and will monitor the effectiveness of ongoing conservation programs.
- **Stage 6** – Metropolitan will continue Stage 5 actions and in addition may exercise its water supply option contracts or buy water from the open market.
- **Stage 7** – Metropolitan will discontinue its deliveries to regional storage facilities except on a seasonal basis. In addition will

implement conservation programs and will develop a plan to efficiently and fairly deliver available water supply to its customers.

Additional information about Metropolitan's WSDM Plan is provided in Metropolitan's 2010 RUWMP, which is incorporated by reference.

7.2.2 WATER SUPPLY ALLOCATION PLAN

As discussed in Chapter 3, the WSAP has 10 shortage levels. Depending on Metropolitan's available supply, Metropolitan can establish a specific WSAP shortage level. The shortage level causes a regional reduction and calculates an allocation for each of its member agency. For example, if Metropolitan establishes a Shortage Level 10, the regional reduction is 50 percent. The following is a summary of Metropolitan's water shortage levels.

- **Level 1** – Regional Percent Reduction of 5%
- **Level 2** – Regional Percent Reduction of 10%
- **Level 3** – Regional Percent Reduction of 15%
- **Level 4** – Regional Percent Reduction of 20%
- **Level 5** – Regional Percent Reduction of 25%
- **Level 6** – Regional Percent Reduction of 30%
- **Level 7** – Regional Percent Reduction of 35%
- **Level 8** – Regional Percent Reduction of 40%
- **Level 9** – Regional Percent Reduction of 45%
- **Level 10** – Regional Percent Reduction of 50%

A copy of Metropolitan's WSAP is provided in Metropolitan's 2010 RUWMP and a copy of Metropolitan's WSAP shortage levels is attached in Appendix I.3. Upper District has estimated WSAP allocations assuming Metropolitan establishes a WSAP shortage level 2.

7.3 WATER SUPPLY AVAILABILITY

Section 10632

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

As previously discussed, Metropolitan established a WSAP due to critically dry conditions. Upper District experienced a three-year dry year sequence during 2006-07 through 2008-09 and Metropolitan established a WSAP level 2 during fiscal year 2009-10. The WSAP calculates a reduced Allocation to each member agency. The reduced Allocation is also based on Upper District's sub-agencies' production. If it is assumed Metropolitan will establish a Shortage Level of 2 and production for its sub-agencies is about average, then the estimated Allocation for Upper District is about 17,000 acre-feet. Therefore, it is assumed that Upper District's minimum water supply for the next three years from Metropolitan is about 17,000 acre-feet per year.

7.4 CATASTROPHIC SUPPLY INTERRUPTION

Section 10632

(c) Actions to be undertaken by the urban water supplier to prepare for, and implement during, a catastrophic interruption of water supplies including, but not limited to, a regional power outage, an earthquake, or other disaster.

The following sections discuss the actions to be taken for treated imported water supplies, untreated imported water supplies and recycled water supplies.

7.4.1 TREATED IMPORTED WATER

As noted in Chapter 3, Upper District does not own any physical water facilities. All water facilities for treated imported water belong to Metropolitan and Upper District's retail agencies. Appropriately, Metropolitan and the retail agencies have developed actions to be taken during a catastrophic interruption and are discussed in Metropolitan's 2010 RUWMP and in the retail agencies' draft 2010 UWMP.

In the event of a power outage or earthquake and treated imported water has ceased, Upper District's retail agencies can produce the needed water from the Main Basin and from the Raymond Basin until the appropriate repairs have been made to the retail agencies' connections. Chapter 3 discusses the management and reliability of the Main Basin, which Upper District's sub-agencies can rely on for their primary water supply in case of a catastrophic interruption.

7.4.2 UNTREATED IMPORTED WATER

As noted in Chapter 3, Upper District does not own any physical water facilities. In addition, Upper District does not own the pipeline and connection to USG-3. The pipeline and connection to USG-3 belong to Metropolitan. Appropriately, Metropolitan has developed actions to be taken during a catastrophic interruption and are discussed in Metropolitan's 2010 RUWMP.

In the event of a catastrophic event and untreated imported water from USG-3 has ceased, the Main Basin can endure an event until appropriate repairs have been made to USG-3. Chapter 3 discusses the management and reliability of the Main Basin.

7.4.3 RECYCLED WATER

The agencies that now rely on recycled water for irrigation historically produced groundwater. Therefore, in the event of a catastrophic event and recycled water has been interrupted, those agencies can produce the needed water from the Main Basin for irrigation purposes until the recycled water facility has been repaired. Chapter 3 discusses the management and reliability of the Main Basin, which Upper District's sub-agencies can rely on for their primary water supply in case of a catastrophic interruption.

7.5 MANDATORY PROHIBITIONS, PENALTIES AND CHARGES

Section 10632

- (d) Additional, mandatory prohibitions against specific water use practices during water shortages, including, but not limited to, prohibiting the use of potable water for street cleaning.*
- (f) Penalties or charges for excessive use, where applicable*

7.5.1 MANDATORY PROHIBITIONS

Upper District passed a resolution to reduce demands within Upper District's service area. Resolution 6-90-266, included as Appendix N, was passed on June 6, 1990. Upper District Resolution 6-90-266 stated, "There is a need to reduce total demands on all water supply entities within the Upper San Gabriel Valley Municipal Water District service area by 10 percent in 1990 as compared to 1989, to reduce the potential for shortages for this year and even more severe shortages next year". This Resolution was passed to reduce demands to mitigate the effects of the 1990 California drought. Upper District continues to urge its customer's to conserve water and promotes water conservation education through its educational programs and public awareness. However, as a wholesale water agency, Upper District cannot implement or enforce prohibitions, penalties or charges at the retail level.

7.5.2 PENALTIES OR CHARGES

Upper District has adopted a resolution regarding water rates including a Tier 2 rate and penalty rates which can be charged to its member agencies. If a member agency passes the Tier 1 allocation, they will be charged the Tier 2 rate, and possibly a penalty rate which are higher than the Tier 1 rate. This rate structure promotes conservation and discourages excessive use. A copy of Upper District's most recent rate schedule resolution is attached in Appendix K. In addition, Upper District's sub-agencies implement their own penalties and charges for their retail water customers.

7.6 CONSUMPTION REDUCTION METHODS

Section 10632

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

As stated in Section 7.2, Metropolitan established the WSAP. The WSAP established 10 shortage levels, which can reduce its regional supply by up to 50 percent at Shortage Level 10. Because Upper District is a member agency of Metropolitan, the WSAP is also applied to Upper District. If Metropolitan implements a Shortage Level 2, the region wide reduction is 10 percent and therefore, Upper District's allocation has been reduced.

7.7 REVENUE IMPACTS

Section 10632

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

Upper District generates revenue from several sources including property taxes, a ready-to-serve charge, interest on accumulated funds and surcharges on water sales. In the event of a water shortage, imported water sales may be reduced, which may impact: 1) revenue generated from surcharges on water sales; and 2) accumulated funds.

In 1995, Upper District passed Resolution 4-95-333, which was amended in 2009 by Resolution 2-09-465, to levy a surcharge on all water sales (see Appendix O). Through these Resolutions, Upper District initiated a program to levy a surcharge on all water sales to generate additional revenue. This program has continued and is still maintained today.

Revenue from water sales for Upper District is based on the surcharge for 1) treated direct use and 2) groundwater. The calendar year 2009 rate for full-service,

treated water was \$681, of which about \$102 was a surcharge. The calendar year 2009 rate for full-service, untreated water was \$450, of which about \$38 is a surcharge.

In the event of a shortage of water supply, direct deliveries of treated water could be reduced by 50 percent. During the fiscal year 2008-09, Upper District's treated direct use sales were about 9,000 acre-feet. If direct deliveries were reduced by 50 percent, Upper District's treated direct use requirement would decrease to about 4,500 acre-feet and it would result in a revenue reduction. Based on the current surcharge rate of \$102 per acre-foot for direct deliveries, there would be a loss of revenue of about \$460,000.00.

Upper District would experience a loss of revenue if there was a shortage of water supply; however, Upper District's projected demand for direct deliveries for the next 20 years shows a decreasing trend. Future demands on Metropolitan for direct deliveries are assumed to be minimal. Upper District will rely more on untreated imported water for groundwater replenishment and will decrease its demands for treated imported water, as shown in Table 6.

In the event of a shortage of water supply, Replenishment Service water sales could be reduced by up to 100 percent. During fiscal year 2008-09, Upper District's untreated imported water for groundwater replenishment sales (from groundwater cyclic storage) were about 33,000 acre-feet. If sales of untreated imported water for groundwater replenishment ceased, it would result in a revenue reduction. Based on the current surcharge rate of \$38 per acre-foot for full-service, untreated water, there would be a loss of revenue of about \$1,250,000.00 for that year. However, the full-service, untreated water sales for groundwater replenishment continuously has periods of filling and drafting and the revenue from this program will eventually be received.

In fiscal year 2008-09, Upper District's total water revenues were about \$13,700,000; which is about 72 percent of the total revenues (\$18,900,000) during fiscal

year 2008-09. If revenue from water sales was reduced by 50 percent, Upper District would face a reduction in its total revenue of about 64 percent. Upper District may be faced with the necessity to utilize operating reserve funds and/or capital reserve funds to cover fixed operating expenses until normal operating revenues could be reestablished. Significant reductions in District operating and non-operating reserves could postpone or otherwise impact established water supply project and program schedules.

7.8 DETERMINATION OF REDUCTIONS IN WATER USE

Section 10632

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

Upper District has the ability to monitor water use within its boundaries. Upper District keeps track of local water on a quarterly basis and imported water use on a monthly basis. As discussed in Chapter 3, Upper District does not own any water facilities or meters but receives the data from its retail agencies or from Metropolitan. Such data are then used to determine monthly, quarterly or annual fluctuations in water use. Upper District can compare total water use from one month, one quarter or one year to the next to determine actual reductions in water use. Because the Basin is so reliant upon groundwater supplies, the determination of actual reductions in water use include groundwater production.

Chapter 8

RECYCLED WATER

Section 10633

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

8.1 BACKGROUND

Upper District currently delivers recycled water to its sub-agencies for direct (irrigation) use only. Upper District is also investigating the possibility of a recycled water project that could provide up to 10,000 acre-feet of treated recycled water for groundwater replenishment by fiscal year 2030-31. Upper District is in the process of expanding its recycled water system to increase direct use deliveries to its sub-agencies. Also, Upper District, in conjunction with San Gabriel Valley Municipal Water District, funded a Master Plan study with Central Basin Municipal for the potential expansion of a regional recycled water distribution system.

8.2 WASTEWATER COLLECTION AND TREATMENT SYSTEMS

Section 10633

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

Reclamation of wastewater in the Main Basin has been extensively reviewed in both local and regional studies. In 1976 Upper District and San Gabriel District completed a study entitled "Potential Use of Reclaimed Water for Groundwater Replenishment in the Basin." This study was updated at the request of the Basin Watermaster in 1980 and again in March 1987. In 1979, a cooperative study was completed by Metropolitan and others entitled "Orange and Los Angeles Counties Water Reuse Study." These studies concluded that water reuse in the Basin could be

feasible; however, the cost of utilizing recycled water varies widely with the quantity to be used and the distance required to transport the water from the treatment plant to the point of use.

There are two water reclamation plants in the Basin; WNWRP and SJCWRP. LACSD operates both of these facilities. The location of these reclamation plants are shown on Plate 5. The method of disposal when treated recycled water is not used (non-recycled) is discharge to the San Gabriel River/Rio Hondo and eventually flows to the ocean.

The WNWRP, which began operation in 1962, was the first reclamation plant built by the LACSD. It has a treatment capacity of about 15 million gallons per day (MGD). The treatment level is coagulation, filtration and disinfection tertiary effluent. The WNWRP serves a population of approximately 150,000 people. During the fiscal year 2008-09, the total water production from this plant was about 5,952.9 acre-feet. The volume of wastewater collected and treated is shown in Table 2.

The SJCWRP, which began operation in 1973, currently has a treatment capacity of about 100 MGD. The treatment level is coagulation, filtration and disinfection tertiary effluent. The SJCWRP has room for an expansion of an additional 25 MGD, although there is no schedule for such an expansion. The SJCWRP plant serves a population of approximately 1 million people, largely a residential population. During fiscal year 2008-09, the total water production from this plant was about 78,803 acre-feet. The volume of wastewater collected and treated is shown in Table 2.

8.3 RECYCLED WATER USE

Section 10633

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

8.3.1 WNWRP

Recycled water use within Upper District's service area from the WNWRP is currently used by Norman's Nursery. During fiscal year 2008-09, 37 acre-feet of recycled water produced from WNWRP was used within Upper District by Norman's Nursery. As part of Phase IIA-Whittier Narrows Project, the Whittier Narrows Recreation Area and South El Monte High School are currently being served (about 850 acre-feet during fiscal year 2008-09). Furthermore, the Whittier Narrows Golf Course, several schools, parks and industrial complexes as part of the Phase IIA-Rosemead Extension will receive up to about 720 acre-feet per year of recycled water, beginning in 2011, and are listed in Table 12. The volume of wastewater collected and treated is shown in Table 2. A summary of the historic recycled water use within Upper District's service area is shown on Table 8.

8.3.2 SJCWRP

Recycled water use during fiscal year 2008-09 within Upper District's service area from the SJCWRP is currently used at the Industry Hills Recreation Area, the California Country Club, J&E's Nursery, Mill Elementary School, Rio Hondo College, J&M Farming, Gateway Pointe Industrial Park, Puente Hills Landfill (includes Materials Recovery Facility which began receiving recycled water in February 2005), Puente Hills Gas-to-Energy Facility, and Rose Hills Memorial Park (includes the lower area which began receiving recycled water in August 2006; previously only the upper area). The volume of wastewater collected and treated is shown in Table 2.

- The Industry Hills Recreation Area began to use recycled water in 1983 and currently uses such water for landscape irrigation at golf courses, an equestrian center and at ornamental lakes. During fiscal year 2008-09, the Industry Hills Recreation Area used 933 acre-feet of recycled water.
- The California Country Club irrigates a 120-acre golf course and during fiscal year 2008-09, 501 acre-feet of recycled water was used.

- The J&E's Nursery used 12 acre-feet of recycled water to irrigate ornamental plants at its five-acre site during fiscal year 2008-09.
- Puente Hills Landfill and the Gas-to-Energy Facility began receiving recycled water in November 1997. The Puente Hills Materials Recovery Facility began receiving recycled water in February 2005. During fiscal year 2008-09, Puente Hills Landfill (including the Materials Recovery Facility) used 1,018 acre-feet of recycled water for landscape irrigation and dust control. The Gas-to-Energy Facility used 586 acre-feet of recycled water for cooling tower supply during fiscal year 2008-09.
- Rose Hills Memorial Park (upper and lower areas) used 1,186 acre-feet of recycled water for landscape irrigation during fiscal year 2008-09.
- J&M Farming began receiving recycled water in September 2000. J&M Farming used 94 acre-feet of recycled water during fiscal year 2008-09.
- Mill Elementary School and Rio Hondo College both started receiving recycled water in June 2003. During the 2008-09 fiscal year, Mill Elementary School used 10 acre-feet of recycled water and Rio Hondo College used 34 acre-feet of recycled water.
- The Gateway Pointe Industrial Park began receiving recycled water in January 2005. During fiscal year 2008-09, the Gateway Pointe used 20 acre-feet of recycled water.

As part of the proposed Phase IIB-Industry Project, several landfills, parks, schools, open areas, and commercial establishments in the cities of West Covina and Walnut will receive recycled water in the near future. A summary of the historic recycled water use within Upper District's service area is shown on Table 8.

Other uses of recycled water include the portion of recycled water used to fulfill the Upper Area's Make-up Water obligation to the Lower Area under the terms of the Long Beach Judgment. When the Lower Area does not receive its full quantity of entitlement water, the Long Beach Judgment allows the Upper Area to reimburse the

Lower Area for its cost of recycled water and such reimbursement is credited as a delivery of Make-up Water requirement with a maximum allowable amount of 14,735 acre-feet. If the quantity exceeds 14,735 acre-feet, imported water must be purchased.

8.3.3 CURRENT DIRECT USE RECYCLED WATER PROGRAM

Upper District may potentially supply up to about 15,000 acre-feet per year of recycled water to customers within Upper District's service area by fiscal year 2030-31, as shown in Table 6. Of the potential supply of 15,000 acre-feet per year of recycled water, about 5,700 acre-feet per year of recycled water is being supplied during fiscal year 2008-09. Recycled water may replace imported water that is currently used for non-potable uses, such as irrigation. Upper District is currently developing a direct reuse recycled water project, which is part of the potential supply of the 15,000 acre-feet of recycled water. The Direct Reuse Project will be implemented in four phases. Capital costs of the Direct Reuse Project totaled about \$52 million, which have been funded through grants (\$19 million), loans (\$19 million) and Upper District reserves (\$14 million). Two of the four phases have been completed, which are discussed below.

8.3.3.1 PHASE I-ROSE HILLS PROJECT

Recycled water from the SJCWRP, which is operated by the County Sanitation Districts of Los Angeles, is currently supplied to San Gabriel Valley Water Company (SGVWC) at a discounted recycled water rate. SGVWC serves the recycled water to various customers for landscape irrigation. The pipeline supplied approximately 660 acre-feet during fiscal year 2008-09 of high-quality recycled water to Mill Elementary School, Rio Hondo College, Rose Hills Memorial Park, and Gateway Pointe Industrial Park.

8.3.3.2 PHASE IIA-WHITTIER NARROWS PROJECT

Phase IIA-Whittier Narrows Project expanded Upper District's recycled water system by providing service to customers in the South El Monte and Whittier Narrows area, with a capacity of 2,500 acre-feet per year. Phase IIA-Whittier Narrows Project

supplied approximately 850 acre-feet during fiscal year 2008-09 of recycled water from the County Sanitation Districts of Los Angeles County Whittier Narrows Water Reclamation Plant to Whittier Narrows Recreation Area and South El Monte High School. The Whittier Narrows Golf Course and South El Monte High School Bus Depot will receive recycled water from Phase IIA-Whittier Narrows Project within the next 5 years. Phase IIA-Whittier Narrows Project decreases the reliance on imported water and reduces the amount of water withdrawn from the Sacramento Delta and Colorado River. The facilities for Phase IIA-Whittier Narrows Project include a pump station and about 18,000 linear feet of pipeline.

8.4 POTENTIAL USES OF RECYCLED WATER

Section 10633

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

LACSD released a Health Effects Study in 1984. The Study recommended that the amount of recycled water allowed for groundwater replenishment be increased. As a result, there was an increase in the use of recycled water for groundwater replenishment purposes and future use options are still being considered. In the 1990s, Metropolitan along with the United States Bureau of Reclamation, California Department of Water Resources and Metropolitan member agencies conducted a feasibility study of regional water reclamation. Metropolitan and its member agencies continue to participate in regional planning to explore recycled water projects and plans.

During the calendar year 1994, Upper District participated in a study to determine potential direct users of recycled water. In October 1994, a draft report of the study entitled, "Direct Reuse Study" was released, which identified the potential for recycled water use within the Main San Gabriel Basin. A copy of the draft study is available at the Upper District office and is included by reference.

The Direct Reuse Study identified over 600 potential recycled water users within the San Gabriel Valley consisting of schools, parks, golf courses, nurseries, sand and gravel companies and cemeteries. These direct users of recycled water would be serviced by their retail agencies. A summary of the total potential recycled water use within the Main Basin are shown on Table 9. The quantity of potential recycled water users in Table 10 applies to each year (including 2015, 2020, 2025 and 2030).

8.5 PROJECTED USE OF RECYCLED WATER

Section 10633

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

Upper District is investigating the possibility of a recycled water project for groundwater replenishment of the Main San Gabriel Groundwater Basin. In addition to using recycled water for groundwater replenishment, Upper District is developing plans to expand the existing direct use of recycled water for irrigation. Table 10 provides an estimation of the total projected recycled water use by Upper District and their retail purveyors at the end of 5, 10, 15 and 20 years. Table 11 shows the 2005 UWMP projected recycled water use for fiscal year 2010-11 and compares it to actual 2010 recycled water use.

8.6 FUTURE PLANS FOR RECYCLED WATER

Section 10633

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

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

Upper District's direct use recycled water program is part of Upper District's effort to reduce reliance on an imported water supply, provide an economic benefit as well as enhancing local water supply reliability. As previously discussed in Section 8.3.3, the

Phase I and Phase IIA-Whittier Narrows Project of Upper District's direct use recycled water program are in operation. The other two phases, Phase IIA-Rosemead Extension and Phase IIB-Industry Project, are under construction and in various stages of progress. In addition to the direct use program, Upper District is investigating the possibility of a recycled water project for groundwater replenishment. The recycled water project could produce up to 10,000 acre-feet per year of recycled water for groundwater replenishment by fiscal year 2030-31. The following sections provide information regarding the Upper District's direct use program. Table 12 summarizes the potential demands of recycled water within Upper District as a result of Upper District's direct use program.

8.6.1 DIRECT USE RECYCLED WATER PROGRAM

Upper District may potentially supply about 15,000 acre-feet per year by fiscal year 2030-31 of recycled water to current customers within Upper District's service area. Recycled water will replace imported water that is currently used for irrigation. As previously discussed in Section 8.3.3, as part of the 15,000 acre-feet of potential recycled water supply, Upper District is developing the direct use program. The Direct Reuse Program is separated into four phases. Two of the four phases have not yet been completed and are discussed below.

8.6.1.1 PHASE IIA-ROSEMEAD EXTENSION

Phase IIA-Rosemead Extension expands Phase IIA-Whittier Narrows Project to provide recycled water in the near future to the Whittier Narrows Golf Course, several schools, parks and industrial complexes. The pipeline has been constructed and retrofits are being designed. The facilities for Phase IIA-Rosemead Extension include an approximate 2.5-mile long pipeline. An approximate demand of 720 acre-feet per year of high-quality water is anticipated to be supplied from the WNWRP. Upper District has received approximately \$1.7 million in United States Bureau of Reclamation and MWD grant funding for Phase IIA – Rosemead Extension. Upper District has also received LRP funding from MWD.

8.6.1.2 PHASE IIB-INDUSTRY PROJECT

Phase IIB is separated into at least four Packages. Portions of Package 1 are in the process of being constructed while a portion is about to begin construction; Package 2 is about to begin construction; Package 3 and Package 4 are about to begin design. Phase IIB includes the construction of new joint and local conveyance, storage, and distribution facilities, providing improved and extended recycled water service to potential customers in the Cities of West Covina and Walnut. Phase IIB will supply approximately 1,600 acre-feet per year of recycled water to several landfills, parks, schools, open areas, and commercial establishments from the SJCWRP. Upper District has received approximately \$11.8 million in United States Bureau of Reclamation and State Water Resources Control Board grant funding for Phase IIA – Rosemead Extension. Upper District has received approximately \$23.6 million in State Water Resources Control Board loans. Upper District has also received LRP funding from MWD.

The facilities for Phase IIB include backbone and local delivery pipelines, booster pumping stations, storage reservoirs and system appurtenances. The new backbone delivery facilities, including inter-agency pipelines, pump stations and storage tanks will be constructed cooperatively by the participating agencies. The local distribution mains, booster pump stations, and several storage tanks will be built as components of this project.

8.6.2 RECYCLED WATER SALES

Upper District's direct use recycled water program supplied approximately 5,700 acre-feet per year of recycled water during fiscal year 2008-09 to current irrigation customers in Upper District's service area. In addition, Upper District's recycled water project will use recycled water to supplant untreated imported water, for groundwater replenishment in the future. Upper District's current recycled water rates vary from \$175/acre-feet to \$470/acre-feet depending upon Upper District's actual cost of delivery

to the end user. The recycled water rates are established through long-term contracts with the participating retail agency. The rates are set to create an economic incentive to maximize the use of recycled water for irrigation applications, while reducing demand on potable supplies, for irrigation applications.

Chapter 9

WATER QUALITY

Section 10634

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

9.1 WATER QUALITY SUMMARY

The water supply to Upper District's sub-agencies meets all state and federal water quality standards. The potable water supply within Upper District comes from two main sources: the Main Basin and Metropolitan.

9.1.1 GROUNDWATER FROM THE MAIN BASIN

Water produced within the Main Basin historically had been impacted by man-made contaminants in certain areas and at varying depths. The Basin Watermaster, in coordination with Upper District, has worked with state and federal regulators, along with local water companies to clean up water supplies. As of fiscal year 2008-09, the Main Basin has 30 treatment facility sites which have been constructed and operated to remove contaminants from the groundwater. Wells which pump potable water from the Main Basin meet the California Department of Public Health's drinking water standards. Therefore, the existing quality of the groundwater does not affect the groundwater supply within Upper District boundaries for 2010, 2015, 2020, 2025 and 2030, as shown in Tables 13 and 14.

As discussed in detail in Section 3.2.1.4, the Basin Watermaster prepares and annually updates the Five-Year Water Quality and Supply Plan in accordance with the requirements of Section 28 of its Rules and Regulations. The objective of the Five-Year Water Quality and Supply Plan is to coordinate groundwater-related activities so that

both water supply and water quality in the Main Basin are protected and improved. Many important issues are detailed in the Five-Year Plan, including how Basin Watermaster plans to:

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

Current and projected water quality of the Main Basin is discussed in the Main Basin's Five-Year Water Quality and Supply Plan, which is attached in Appendix F.

9.1.2 IMPORTED WATER FROM METROPOLITAN

Water from Metropolitan is delivered by Upper District to its sub-agencies within its service area for direct use and groundwater recharge. Metropolitan's water quality meets all state and federal water quality standards. Water quality plays a vital role in Metropolitan's availability of a useful water supply. Water quality affects the reliability of groundwater storage, recycled water and impacts the CALFED Bay-Delta. To the extent possible, Metropolitan responds to water quality concerns by concentrating on protecting the quality of the source water and developing water management programs

that maintain and enhance water quality. As discussed in Metropolitan's 2010 RUWMP, Metropolitan anticipates no significant reductions in water supply availability from these sources due to water quality concerns. Metropolitan's efforts and water quality data are explained in its 2010 RUWMP, which is incorporated by reference.

Chapter 10

WATER SUPPLY RELIABILITY

Section 10635

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

10.1 RELIABILITY OF UPPER DISTRICT'S WATER SUPPLY

This chapter discusses Upper District's water service reliability assessment. Upper District's supply and demand will be compared over the next 20 years during normal, dry and multiple dry years. In addition, the water service reliability assessment will take into account Senate Bill No. 7. In November 2009, Senate Bill No. 7 was approved by the state of California's Governor, which requires all urban retail suppliers to reduce its capita water use by 20 percent by 2020. As an Urban Wholesale Water Supplier, Upper District will discuss in the following sections how Senate Bill No. 7 was applied to its water supply reliability calculations and how Senate Bill No. 7 was assessed in present and proposed future measures, programs and policies.

10.1.1 SENATE BILL NO. 7 REQUIREMENTS

Senate Bill No. 7 requires the state of California to "...achieve 20 percent reduction in urban per capita water use in California by December 31, 2020. The state would be required to make incremental progress towards this goal by reducing per capita water use by at least 10 percent on or before December 31, 2015." In addition, Senate Bill No. 7 requires Urban Wholesale Water Suppliers

to "...include in the urban water management plans...an assessment of their present and proposed future measures, programs, and policies to help achieve the water use reductions required by this part."

Upper District has implemented water conservation measures that will assist its retail agencies with reducing per capita water demands and ultimately achieve the Senate Bill 7 requirements. Water conservation activities are addressed in Chapter 5 (Demand Management Measures) and Chapter 8 (Recycled Water Opportunities). In addition, Upper District is a member of the CUWCC and has implemented its BMPs, which is discussed in Chapter 5. For the purpose of this plan, Upper District has assumed its sub-agencies' per capita water use may be reduced by 10 percent by 2015 and by 20 percent by 2020, which has been applied to Table 13. Senate Bill No. 7 requires urban retail water suppliers to first "...estimate its average gross water use, reported in gallons per capita per day and calculated over a continuous 10-year period ending no earlier than December 31, 2004, and no later than December 31, 2010." Consequently, Upper District estimated its sub-agencies' highest gallon per capita per day based on the required periods, which was estimated to be 179.2 gallons per capita per day (gpcd), as shown on Table 13. Upper District assumed the estimated average capita water use of 179.2 gpcd may be reduced by 10 percent in 2015 and by 20 percent in 2020, as shown on Table 13 (shown under the "Water Demand" column). With the reduced capita water use, the estimated local demand (production) from Upper District's sub-agencies has also been assumed to be reduced in 2015 and 2020. As discussed in Chapter 3, the WSAP allocation is dependent on Upper District's local production and, therefore, the reduced capita water use will increase Upper District's WSAP allocation.

As previously discussed in Chapter 3, Upper District's sub-agencies rely on water supply from: 1) Metropolitan imported water supply; and 2) Main Basin

groundwater. The following sections will discuss the reliability of imported water supply from Metropolitan and groundwater from the Main Basin.

10.1.1.1 IMPORTED WATER FROM METROPOLITAN

Upper District is a wholesale agency that supplies treated imported water from Metropolitan to its sub-agencies for direct use and supplies untreated imported water for groundwater replenishment. Table 14 compares Upper District's demand and supply on treated and untreated imported water from Metropolitan during a normal year. It is assumed under a normal year Metropolitan's WSAP is not applied. Table 14 shows that Upper District will be able to provide both treated imported water for direct deliveries and untreated imported water for Replacement Water for the next 20 years during a normal year.

It is assumed the WSAP is implemented when Metropolitan has restricted water supply during single dry and multiple dry years. As discussed in Chapter 3, the WSAP allocation is based on local demand from the Main Basin, therefore, the WSAP allocation can be estimated for the next 20 years based on reduced capita water use from Senate Bill No. 7 previously discussed. Tables 15 and 16 compares Upper District's demand and supply on imported water from Metropolitan during single dry and multiple dry years. As shown in Tables 15 and 16, Upper District will be able to provide both treated imported water for direct deliveries and untreated imported water for Replacement Water within its WSAP allocation for the next 20 years during single dry and multiple dry years.

In addition, Metropolitan's 2010 RUWMP has concluded that the region can provide reliable water supplies under both the single driest year and the multiple dry year hydrologies for the next 20 years. The 2010 RUWMP prepared by Metropolitan, which is incorporated by reference, should be referred to for more details on the reliability of Metropolitan's imported water supplies. Also,

attached in Appendix I.2 are tables comparing Metropolitan's demand and supplies during an average year, single dry year and multiple dry years over the next 20 years in five year increments. The tables in Appendix I.2 show that Metropolitan can meet its demands during average, single dry and multiple dry years.

10.1.1.2 GROUNDWATER FROM THE MAIN BASIN

Upper District's sub-agencies produce water from the Main Basin. The amount of basin recharge affects the elevation of the Key Well, which represents changes in the groundwater basin. As shown on Figure 1, the Main Basin historically goes through phases of drafting, which are followed by filling. As noted in Chapter 3, the Main Basin is a well-managed groundwater basin and can ensure long-term reliability of water supply. Additional information on the reliability of the groundwater basin and the elevation of the Key Well is discussed in Chapter 3.

TABLE 1A
ANNUAL RAINFALL IN THE SAN GABRIEL VALLEY
FROM 1958-59 THROUGH 2008-09*

<u>WATER YEAR</u>	<u>RAINFALL IN INCHES</u>
1958-59	8.5
1959-60	10.6
1960-61	5.9
1961-62	22.4
1962-63	12.3
1963-64	9.4
1964-65	15.2
1965-66	19.6
1966-67	25.0
1967-68	15.0
1968-69	30.5
1969-70	11.1
1970-71	13.3
1971-72	8.5
1972-73	22.4
1973-74	16.8
1974-75	14.9
1975-76	12.1
1976-77	14.5
1977-78	38.4
1978-79	23.9
1979-80	34.8
1980-81	10.3
1981-82	18.9
1982-83	39.3
1983-84	10.6
1984-85	14.6
1985-86	22.0
1986-87	9.1
1987-88	14.9
1988-89	11.2
1989-90	12.4
1990-91	15.1
1991-92	22.8
1992-93	35.9
1993-94	11.6
1994-95	30.4
1995-96	15.6
1996-97	17.5
1997-98	36.1
1998-99	8.6
1999-00	14.4
2000-01	15.5
2001-02	6.4
2002-03	19.4
2003-04	12.7
2004-05	45.3
2005-06	16.8
2006-07	4.9
2007-08	16.4
2008-09	14.0
TOTAL	907.8
51-YEAR AVERAGE	17.8

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

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

**Table 1B
Climate**

	January	February	March	April	May	June	July	August	September	October	November	December	Annual
Average Rainfall (in.)	3.6	5.5	1.9	1.2	0.5	0.1	0.0	0.0	0.2	1.0	1.4	2.4	17.8
Average Temperature (°F)	54	54	56	59	61	69	72	77	76	70	61	57	63.8
Evapotranspiration (in.)	2.2	2.8	4.0	5.1	5.9	6.6	7.4	6.8	5.7	4.0	2.7	1.9	55.1

Source: Rainfall data from average of four LA County Department of Public Works rainfall stations. Temperature data from www.city-data.com for San Gabriel Valley. Evapotranspiration data from California Irrigation Management Information System.

TABLE 2

CALENDAR YEAR	WASTEWATER COLLECTED AND TREATED (ACRE-FEET)		
	WHITTIER NARROWS WATER RECLAMATION PLANT	SAN JOSE CREEK WATER RECLAMATION PLANT	TOTAL
2000	8,536.0	98,435.7	106,971.7
2005	8,031.4	93,271.8	101,303.2
2010	5,952.9	78,803.4	84,756.3
2015	8,000 (EST)	90,000 (EST)	98,000 (EST)
2020	8,000 (EST)	90,000 (EST)	98,000 (EST)
2025	8,000 (EST)	90,000 (EST)	98,000 (EST)
2030	8,000 (EST)	90,000 (EST)	98,000 (EST)

1/ 2010 is represented by water year 2008-09.

Source: Sanitation Districts of Los Angeles County "Status Report on Recycled Water" Annual Reports

TABLE 3

HISTORIC UPPER DISTRICT
WATER SALES BY CATEGORY OF USE
FISCAL YEAR 1973-74 THROUGH 2008-2009
(Acre-feet)

<u>Fiscal Year</u>	<u>Treated Direct Use 1/</u>	<u>Untreated Replenishment 2/</u>	<u>Make-up</u>	<u>Recycled Water 3/</u>	<u>Totals</u>
1973-74	184.6	0.0	0.0	--	184.6
1974-75	255.4	13,731.9	0.0	--	13,987.3
1975-76	226.6	7,121.4	0.0	--	7,348.0
1976-77	3,330.7	10,752.6	14,510.8	--	28,594.1
1977-78	4,694.2	27,636.0	0.0	--	32,330.2
1978-79	5,600.1	24,000.0	0.0	--	29,600.1
1979-80	6,130.4	4,740.6	7,750.0	--	18,621.0
1980-81	7,510.5	0.0	32,650.0	--	40,160.5
1981-82	6,825.4	40,824.7	18,325.0	--	65,975.1
1982-83	7,282.9	22,934.4	8,600.0	--	38,817.3
1983-84	8,276.9	1,573.6	13,255.0	--	23,105.5
1984-85	10,025.2	0.0	0.0	--	10,025.2
1985-86	10,220.3	3,000.0	0.0	--	13,220.3
1986-87	10,431.9	25,000.1	0.0	--	35,432.0
1987-88	13,318.7	33,000.0	4,599.0	--	50,917.7
1988-89	12,093.3	39,100.0	5,077.0	--	56,270.3
1989-90	13,969.0	46,338.0	11,082.0	--	71,389.0
1990-91	13,390.7	45,402.0	100.0	--	58,892.7
1991-92	12,621.9	60,768.5	0.0	--	73,390.4
1992-93	10,205.1	42,314.2	0.0	--	52,519.3
1993-94	7,635.1	4,082.0	0.0	--	11,717.1
1994-95	7,396.8	0.0	0.0	--	7,396.8
1995-96	6,817.0	15,467.8	0.0	--	22,284.8
1996-97	6,924.6	17,988.7	0.0	--	24,913.3
1997-98	7,404.1	35,410.6	0.0	--	42,814.7
1998-99	7,131.2	13,794.1	0.0	--	20,925.3
1999-00	11,151.1	13,645.6	0.0	--	24,796.7
2000-01	9,070.2	17,013.0	0.0	--	26,083.2
2001-02	18,346.1	25,232.3	0.0	--	43,578.4
2002-03	20,686.5	33,551.4	0.0	7.4	54,245.4
2003-04	27,674.5	34,166.2	0.0	14.6	61,855.3
2004-05	12,895.3	39,056.5	0.0	44.7	51,996.5
2005-06	10,981.3	57,069.2	0.0	52.2	68,102.7
2006-07	14,290.1	7,861.2	0.0	1,430.0	23,581.3
2007-08	9,607.0	21,603.8	0.0	1,700.9	32,911.7
2008-09	8,532.9	33,072.1	0.0	1,509.2	43,114.2

1/ Includes direct deliveries of treated water to the City of Alhambra

2/ Includes sales of Cyclic Storage to Watermaster and producers

3/ Recycled Water Sales for Direct Use by Upper District began in fiscal year 2002-03.

TABLE 4

SERVICE CONNECTION INFORMATION WITHIN UPPER DISTRICT'S SERVICE AREA

Connection Number	User	Maximum Capacity (cfs)	Metropolitan Service Feeder	Treated (T) / Untreated (U)	Use
USG-1T*	Valley County Water District	7	Middle	T	Domestic
USG-01	Golden State Water Company	7.5	Middle	T	Domestic
USG-02	City of South Pasadena	10	Palos Verdes	T	Domestic
USG-03	Upper District	400	Foothill	U	Replenishment
USG-04	Suburban Water System	20	Middle	T	Domestic
USG-05	City of Alhambra	7.5	Cross	T	Domestic
USG-06	City of Arcadia	20	Upper	T	Domestic
USG-07	City of Monrovia	40	Upper	T	Domestic
USG-08	Azusa Valley Water Company	7.5	Middle	T	Domestic
USG-09	Valley County Water District	30	Middle	T	Domestic

*Temporary Service Connection

TABLE 5

**HISTORIC UPPER DISTRICT WATER DELIVERIES BY SERVICE CONNECTION
FISCAL YEAR 1973-74 THROUGH 2008-2009**
(Acre-feet)

Fiscal Year*	TREATED IMPORTED WATER FOR DIRECT USE										Total	UNTREATED REPLENISHMENT WATER 1/	MAKE-UP WATER CENB-36 CENB-28 CENB-48 2/
	USG-HT	USG-1	USG-2	USG-4	USG-5	USG-6	USG-7	USG-8	USG-9	USG-9			
1973-74	--	174.7	9.9	0.0	0.0	0.0	0.0	0.0	0.0	--	184.6	0.0	0.0
1974-75	--	255.4	0.0	0.0	0.0	0.0	0.0	0.0	0.0	--	255.4	13,731.9	0.0
1975-76	--	185.8	6.0	34.8	0.0	0.0	0.0	0.0	0.0	--	226.6	7,121.4	0.0
1976-77	--	175.5	5.6	494.7	2,654.9	0.0	0.0	0.0	0.0	--	3,330.7	10,752.6	14,510.8
1977-78	--	26.6	21.8	1,663.5	2,981.7	0.6	0.0	0.0	0.0	--	4,694.2	27,636.0	0.0
1978-79	--	394.6	2.1	1,717.3	3,486.1	0.0	0.0	0.0	0.0	--	5,600.1	24,000.0	0.0
1979-80	--	380.2	3.4	2,555.8	3,191.0	0.0	0.0	0.0	0.0	--	6,130.4	4,740.6	7,750.0
1980-81	--	120.9	1.6	4,064.6	3,130.7	192.7	0.0	0.0	0.0	--	7,510.5	0.0	32,650.0
1981-82	--	45.9	0.0	3,925.3	2,853.7	0.0	0.5	0.0	0.0	--	6,825.4	40,824.7	18,325.0
1982-83	436.6	36.5	0.0	4,523.0	2,256.3	0.0	1.0	29.5	0.0	--	7,282.9	22,934.4	8,600.0
1983-84	0.0	20.8	0.0	6,010.9	1,907.1	0.0	5.4	332.7	0.0	--	8,276.9	1,573.6	13,255.0
1984-85	238.2	73.1	0.0	6,264.6	2,395.5	0.0	4.7	1,049.1	--	--	10,025.2	0.0	0.0
1985-86	0.0	309.2	0.0	6,519.3	2,600.8	0.0	10.4	780.6	--	--	10,220.3	3,000.0	0.0
1986-87	58.7	99.6	0.0	7,057.9	2,484.2	0.0	3.3	728.2	--	--	10,431.9	25,000.1	0.0
1987-88	267.7	59.1	0.0	7,752.0	3,751.3	0.0	5.9	1,482.7	--	--	13,318.7	33,000.0	4,599.0
1988-89	132.0	83.1	0.0	7,620.3	3,726.6	0.0	171.2	360.1	--	--	12,093.3	39,100.0	5,077.0
1989-90	2,021.5	40.3	131.8	9,484.6	1,716.1	0.0	261.8	312.9	--	--	13,969.0	46,338.0	11,082.0
1990-91	1,376.1	40.2	0.0	7,762.2	2,734.1	631.7	81.7	764.7	--	--	13,390.7	45,402.0	100.0
1991-92	1,161.1	0.0	0.0	9,093.1	2,214.0	0.0	2.0	151.7	--	--	12,621.9	60,768.5	0.0
1992-93	0.0	0.0	0.0	6,989.4	3,214.0	0.0	0.0	1.7	--	--	10,205.1	42,314.2	0.0
1993-94	0.0	1.6	0.0	4,418.0	3,214.0	0.0	0.0	1.5	--	--	7,635.1	4,082.0	0.0
1994-95	0.0	3.5	99.8	4,115.1	3,178.1	0.0	0.3	0.0	--	--	7,396.8	0.0	0.0
1995-96	0.0	3.5	243.7	3,336.7	3,149.9	0.0	0.0	83.2	--	--	6,817.0	15,467.8	0.0
1996-97	0.0	7.1	115.1	3,419.2	3,304.5	0.0	0.0	78.7	0.0	0.0	6,924.6	17,988.7	0.0
1997-98	0.0	79.9	253.8	3,645.4	3,392.7	0.0	0.0	32.3	0.0	0.0	7,404.1	35,410.6	0.0
1998-99	0.0	14.0	444.5	3,147.4	3,353.4	0.0	0.0	171.9	0.0	0.0	7,131.2	13,794.1	0.0
1999-00	0.0	36.5	2,160.5	5,432.9	3,508.3	0.0	0.0	12.9	0.0	0.0	11,151.1	13,645.6	0.0
2000-01	0.0	182.0	550.2	5,048.8	3,285.3	0.0	3.9	0.0	0.0	0.0	9,070.2	17,013.0	0.0
2001-02	0.0	225.9	3,097.6	11,434.8	3,438.9	0.0	0.0	148.9	0.0	0.0	18,346.1	25,232.3	0.0
2002-03	0.0	391.9	607.5	14,038.7	3,018.3	0.0	0.1	2,100.3	529.7	0.0	20,686.5	33,551.4	0.0
2003-04	0.0	1,040.3	123.9	12,822.0	3,058.3	540.5	0.0	1,975.1	8,114.4	0.0	27,674.5	34,166.2	0.0
2004-05	0.0	1,138.3	209.2	7,315.7	2,998.0	0.0	0.8	1,110.3	123.0	0.0	12,895.3	39,056.5	0.0
2005-06	0.0	934.7	73.5	6,489.6	2,815.5	0.0	5.1	662.9	0.0	0.0	10,981.3	57,069.2	0.0
2006-07	0.0	459.1	177.9	9,482.7	2,963.3	0.0	0.0	1,207.0	0.1	0.0	14,290.1	7,861.2	0.0
2007-08	0.0	284.2	458.2	5,405.8	3,027.2	95.3	0.0	336.3	0.0	0.0	9,607.0	21,603.8	0.0
2008-09	0.0	166.6	179.7	3,543.7	3,064.9	1,398.9	0.2	178.9	0.0	0.0	8,532.9	33,072.1	0.0

*July 1 through June 30.

- 1/ Sales of untreated Replacement Water and Cyclic Storage.
- 2/ Deliveries of untreated Make-up Water.

TABLE 6

PROJECTED SALES
BY UPPER DISTRICT
FISCAL YEAR 2008-09 THROUGH 2030-31
(ACRE-FEET)

Fiscal Year	Treated Water for Direct Use	Untreated Water for Replenishment	Recycled Water for Direct Use	Potential Recycled Water Project for Groundwater Replenishment	Total Water Sales ^{1/}
2008-09	5,420	24,900	5,700	--	36,020
2010-11	5,700	21,000	6,000	--	32,700
2015-16	3,000	25,000	7,500	--	35,500
2020-21	3,000	16,000	10,000	5,000	29,000
2025-26	3,000	19,000	12,500	5,000	34,500
2030-31	3,000	23,000	15,000	10,000	41,000

Note:

1/ Excludes recycled water for groundwater replenishment. Assuming a Recycled Water Project is implemented, it would offset an equal amount of "Untreated Water for Replenishment."

TABLE 7

PROJECTED WATER USE OF IMPORTED WATER SUPPLY
FROM METROPOLITAN
FISCAL YEAR 2008-09 THROUGH 2030-31
(ACRE-FEET)

Fiscal Year	Imported Water Supply from Metropolitan		
	Direct Use	Replenishment Water	Total Imported
2008-09	5,420	24,900	30,320
2010-11	5,700	21,000	26,700
2015-16	3,000	25,000	28,000
2020-21	3,000	16,000	19,000
2025-26	3,000	19,000	22,000
2030-31	3,000	23,000	26,000

Table 8

HISTORIC RECYCLED WATER USE WITHIN
UPPER SAN GABRIEL VALLEY MUNICIPAL WATER DISTRICT
(Acre-feet)

FISCAL YEAR	INDUSTRY HILLS RECREATION AREA	CALIFORNIA COUNTRY CLUB	J&E'S NURSERY ¹	PUENTE HILLS LANDFILL ²	GAS-TO-ENERGY FACILITY ³	ROSE HILLS MEMORIAL PARK ⁴	J&M FARMING	MILL ELEMENTARY SCHOOL	RIO HONDO COLLEGE	GATEWAY POINTE	WHITTIER NARROWS RECREATION AREA	SOUTH EL MONTE HIGH SCHOOL		TOTAL
												RECREATION AREA	EL MONTE HIGH SCHOOL	
1990-91	41	1,082	390	9	--	--	--	--	--	--	--	--	--	1,522
1991-92	39	1,009	386	8	--	--	--	--	--	--	--	--	--	1,442
1992-93	37	994	380	12	--	--	--	--	--	--	--	--	--	1,423
1993-94	39	927	387	9	--	--	--	--	--	--	--	--	--	1,362
1994-95	42	912	365	7	--	--	--	--	--	--	--	--	--	1,326
1995-96	53	1,048	439	9	--	--	--	--	--	--	--	--	--	1,549
1996-97	48	1,139	489	12	--	--	--	--	--	--	--	--	--	1,688
1997-98	52	835	394	14	259 ⁵	17 ⁶	--	--	--	--	--	--	--	1,926
1998-99	67	969	392	14	946	346	--	--	--	--	--	--	--	3,390
1999-00	86	919	463	14	1,193	408	--	--	--	--	--	--	--	3,627
2000-01	77	824	430	14	742	338	105 ⁷	--	--	--	--	--	--	3,154
2001-02	72	1,023	422	18	908	275	144	--	--	--	--	--	--	3,448
2002-03	66	923	389	17	815	334	179	1 ⁸	3 ⁸	--	--	--	--	3,225
2003-04	65	1,103	452	2	1,063	449	187	8	27	--	--	--	--	3,919
2004-05	--	906	356	--	751	446	65	11	29	5	--	--	--	3,070
2005-06	--	747	401	--	882	527	37	10	27	15	--	--	--	3,240
2006-07	56	933	518	10	1049	1447	69	12	30	25	--	--	--	5,535
2007-08	54	960	500	13	875	1437	104	15	29	20	--	--	--	5,651
2008-09	37	933	501	12	1018	1186	94	10	34	20	--	--	--	5,276

1. Formerly occupied by Arbor Nursery and Chuy's Nursery; began receiving recycled water in April 2006

2. Materials Recovery Facility began receiving recycled water in February 2005

3. Puente Hills Gas-to-Energy Facility

4. The lower area began receiving recycled water in August 2006; previously only the upper area

5. Recycled Water Use for November 1997 - June 1998

6. Recycled Water Use for June 1998

7. Recycled Water Use for September 2000 - June 2001

8. Recycled Water Use for June 2003

Table 9

SUMMARY OF POTENTIAL MAIN SAN GABRIEL BASIN RECLAIMED WATER USERS

TYPE OF WATER USER	NUMBER OF USERS	(Acre-feet/Year) VOLUME OF RECLAIMED WATER
Industrial	50	6,372
Nurseries & Cemeteries	35	4,715
Schools	306	3,018
Golf Courses	14	2,923
Parks	96	1,930
Commercial Irrigation	29	815
Freeway Landscape	25	628
Street Medians	54	283
TOTAL	609	20,684

Source: Draft Direct Use Study, 1994, Table 3-1.

Table 10

PROJECTED RECYCLED WATER USE
(In Acre-feet per Year)

FISCAL YEAR	REPLENISHMENT	DIRECT USE	TOTAL
2005-06	--	3,200	3,200
2010-11	--	5,700	5,700
2015-16	--	3,000	3,000
2020-21	5,000	3,000	8,000
2025-26	5,000	3,000	8,000
2030-31	10,000	3,000	13,000

Table 11

COMPARISON OF 2005 PROJECTION OF RECYCLED WATER USE FOR 2010 WITH ACTUAL 2010 USE
(In Acre-feet per Year)

USER TYPE	2005 PROJECTION FOR 2010	2010 ACTUAL USE
Replenishment	0	0
Direct Use	<u>9,235</u>	<u>6,000</u>
Total	9,235	6,000

TABLE 12
POTENTIAL RECYCLED WATER DEMANDS FROM
UPPER DISTRICT'S RECYCLED WATER PROGRAM
(ACRE-FEET)

PHASE	USERS	POTENTIAL RECYCLED WATER DEMANDS
I	Rose Hills (Existing) Mill Elementary School, Rio Hondo College, Rose Hills Memorial Park and Gateway Pointe Industrial Park ¹	1,190
IIA	Whittier Narrows Project (Existing) Whittier Narrows Recreation Area, South El Monte High School ²	890
IIA	Rosemead Extension (Underway) Norman's Nursery, Loma Elementary School, Whittier Narrows Golf Course, Edison Capital Buildings, Willard Elementary School, Zapopan Park, Wal-Mart, University of the West, Sunshine Nursery, Panda Restaurant Group, Rice Eldridge Elementary School, City of Rosemead (Street Medians), Jess Gonzales Sports Park	720
IIB	Industry (Underway) BKK Landfill, Big League Dreams, Shopping Center, Woodgate Park, Amar Medians South Hills Country Club, Hollencrest Elementary School, Vine Elementary School, Galster Wilderness Park, Greenbelt on Azusa Avenue Creekside Park, Elementary School, Shadow Oak Park, Arroyo Butterfield Park, Greenbelt (City of Walnut) Giano Junior High School, Villacorta Elementary School, Gingrich Park, Green Belt Area north of Shadow Oak and Woodgate, Green Belt Area south of Shadow Oak and Woodgate	700 380 220 295

1. Phase I has been completed and users are currently receiving recycled water as shown in Table 9

2. The Whittier Narrows Recreation Area and South El Monte High School are currently receiving recycled water as shown in Table 9

TABLE 13

**PROJECTED WATER PRODUCTION, IMPORTED WATER SUPPLY, AND RECYCLED WATER USE WITHIN UPPER DISTRICT
FISCAL YEAR 2008-09 THROUGH 2030-31**

Fiscal Year	Total Estimated Local Demand (AF)		Less: Direct Use Recycled Water (AF)		Net Estimated Local Demand (AF)	MWD WSAP Allocation ^[1] (AF)	Less: Direct Use (AF)	Subtotal/Balance MWD WSAP Allocation (AF)		Replacement Water Obligation (AF)	Potential Recycled Water Project for Groundwater Replenishment (AF)	Water Demand (gpcd) ^[2]
	Estimated Local Demand (AF)	Direct Use Recycled Water (AF)	Estimated Local Demand (AF)	Direct Use (AF)				MWD WSAP Allocation (AF)	Replacement Water Obligation (AF)			
2008-09	177,954	5,700	172,254	--	172,254	--	5,420	24,900	24,900	--	173.7	
2009-10	162,686	5,900	156,786	31,000	156,786	31,000	6,600	21,000	21,000	--	163.9	
2010-11	163,101	6,000	157,101	32,000	157,101	32,000	5,700	26,300	21,000	--	162.9	
2015-16	170,239	7,500	162,739	31,000	162,739	31,000	3,000	28,000	25,000	--	161.8	
2020-21	156,118	10,000	146,118	45,000	146,118	45,000	3,000	42,000	16,000	5,000	143.9	
2025-26	160,995	12,500	148,495	43,000	148,495	43,000	3,000	40,000	19,000	5,000	143.9	
2030-31	165,747	15,000	150,747	41,000	150,747	41,000	3,000	38,000	23,000	10,000	143.9	

Notes:

[1] Assumes WSAP will be in effect at Stage 2.

[2] Population numbers based on projections from SCAG

TABLE 14

**UPPER DISTRICT
PROJECTED WATER SUPPLY AND DEMAND
DURING A NORMAL YEAR
(ACRE-FEET)**

Year	2010	2015	2020	2025	2030
<u>Imported Water from Metropolitan Demand 1/</u>					
Treated Imported Water for Direct Use	5,700	3,000	3,000	3,000	3,000
Untreated Imported Water for Replacement /Replenishment	21,000	25,000	16,000	19,000	23,000
Total Demand	26,700	28,000	19,000	22,000	26,000
<u>Supply 2/</u>					
Total Supply	26,700	28,000	19,000	22,000	26,000
Surplus	0	0	0	0	0

1/ Includes information from Table 6

2/ Assumed no WSAP allocation and Upper District will meet its demands

TABLE 15

**UPPER DISTRICT
PROJECTED WATER SUPPLY AND DEMAND
DURING A SINGLE DRY YEAR
(ACRE-FEET)**

Year	2010	2015	2020	2025	2030
<u>Imported Water from Metropolitan Demand 1/</u>					
Treated Imported Water for Direct Use	5,700	3,000	3,000	3,000	3,000
Untreated Imported Water for Replacement /Replenishment	21,000	25,000	16,000	19,000	23,000
Total Demand	26,700	28,000	19,000	22,000	26,000
<u>Supply 2/</u>					
WSAP Allocation	32,000	31,000	45,000	43,000	41,000
Total Supply	32,000	31,000	45,000	43,000	41,000
Surplus	5,300	3,000	26,000	21,000	15,000

1/ Includes information from Table 6

2/ Information from Table 13. Assumes Upper District will have a WSAP allocation at Level 2.

TABLE 16

**UPPER DISTRICT
PROJECTED WATER SUPPLY AND DEMAND
DURING MULTIPLE DRY YEARS
(ACRE-FEET)**

	2010					2015					2020					2025					2030									
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 1	Year 2	Year 3	Year 4	Year 5	Year 1	Year 2	Year 3	Year 4	Year 5	Year 1	Year 2	Year 3	Year 4	Year 5	Year 1	Year 2	Year 3	Year 4	Year 5					
Imported Water from Metropolitan Demand 1/																														
Treated Imported Water for Direct Use	5,700	5,700	5,700	NA	NA	3,000	3,000	3,000	NA	NA	3,000	3,000	3,000	NA	NA	3,000	3,000	3,000	NA	NA	3,000	3,000	3,000	NA	NA	3,000	3,000	3,000	NA	NA
Untreated Imported Water for Replacement /Replenishment	21,000	21,000	21,000	NA	NA	25,000	25,000	25,000	NA	NA	16,000	16,000	16,000	NA	NA	19,000	19,000	19,000	NA	NA	23,000	23,000	23,000	NA	NA	26,000	26,000	26,000	NA	NA
Total Demand	26,700	26,700	26,700	NA	NA	28,000	28,000	28,000	NA	NA	19,000	19,000	19,000	NA	NA	22,000	22,000	22,000	NA	NA	26,000	26,000	26,000	NA	NA	26,000	26,000	26,000	NA	NA
Supply 2/																														
WSAP Allocation	32,000	32,000	32,000	NA	NA	31,000	31,000	31,000	NA	NA	45,000	45,000	45,000	NA	NA	43,000	43,000	43,000	NA	NA	41,000	41,000	41,000	NA	NA	41,000	41,000	41,000	NA	NA
Total Supply	32,000	32,000	32,000	NA	NA	31,000	31,000	31,000	NA	NA	45,000	45,000	45,000	NA	NA	43,000	43,000	43,000	NA	NA	41,000	41,000	41,000	NA	NA	41,000	41,000	41,000	NA	NA
Surplus	5,300	5,300	5,300	NA	NA	3,000	3,000	3,000	NA	NA	26,000	26,000	26,000	NA	NA	21,000	21,000	21,000	NA	NA	15,000	15,000	15,000	NA	NA	15,000	15,000	15,000	NA	NA

1/ Includes information from Table 6

2/ Information from Table 13. Assumes Upper District will have a WSAP allocation at Level 2.

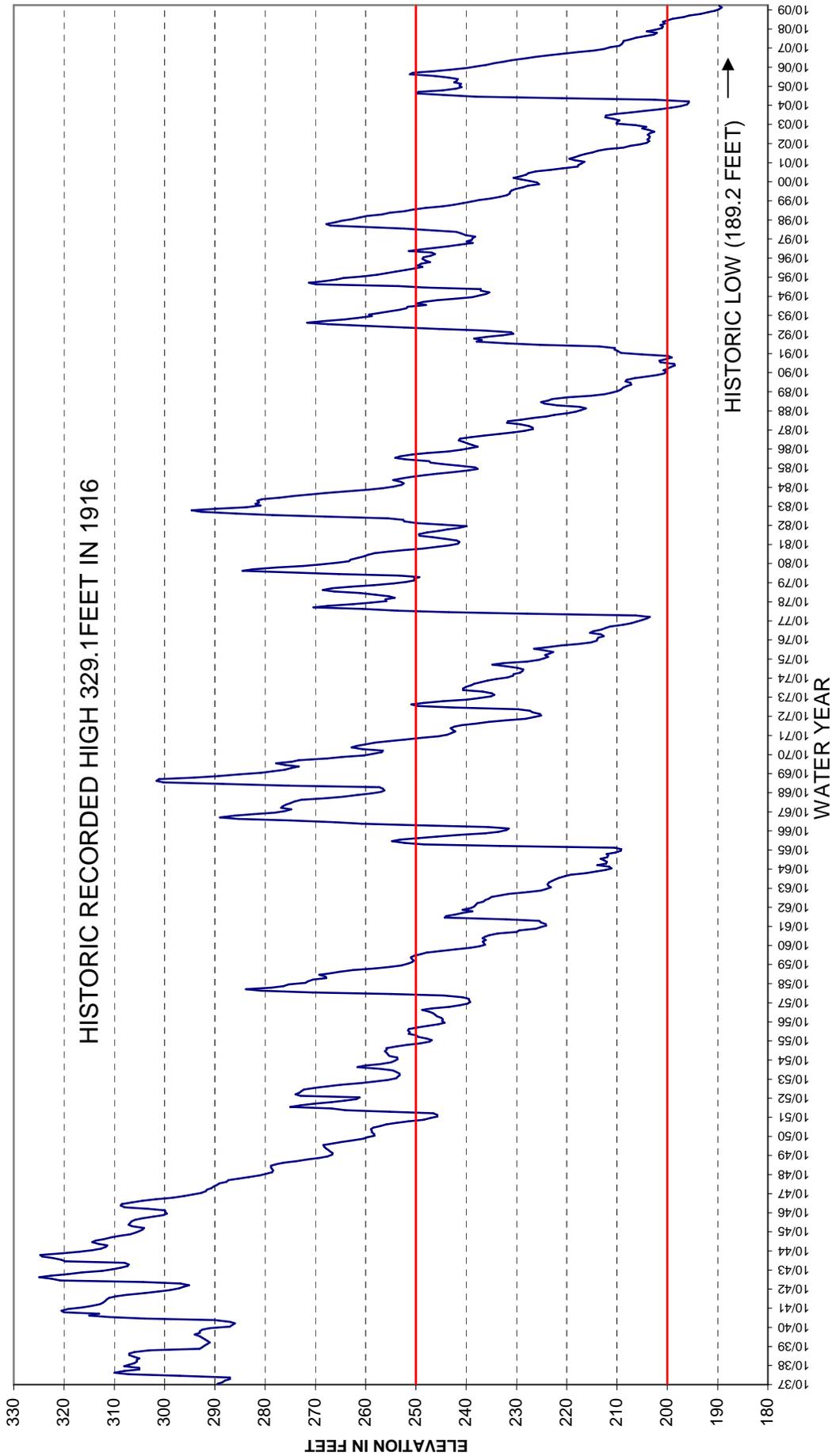


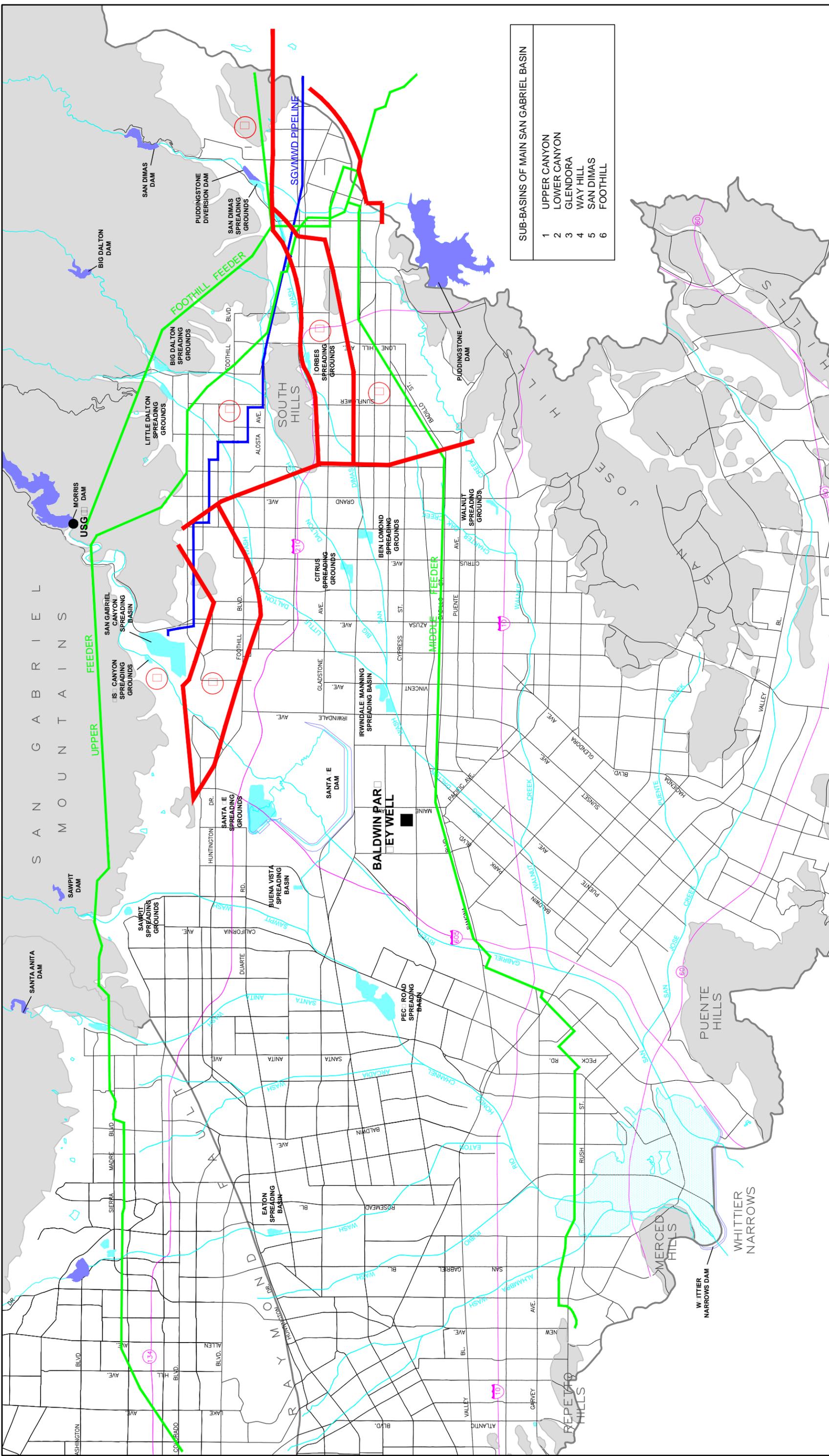
FIGURE 1

UPPER SAN GABRIEL VALLEY MUNICIPAL WATER DISTRICT

HISTORIC BALDWIN PARK KEY WELL ELEVATION

STETSON ENGINEERS INC.
 Covina San Rafael Mesa, Arizona
 WATER RESOURCE ENGINEERS





SUB-BASINS OF MAIN SAN GABRIEL BASIN	
1	UPPER CANYON
2	LOWER CANYON
3	GLENDORA
4	WAY HILL
5	SAN DIMAS
6	FOOTHILL

UPPER SAN GABRIEL VALLEY MUNICIPAL WATER DISTRICT

SAN GABRIEL VALLEY MAIN SAN GABRIEL BASIN

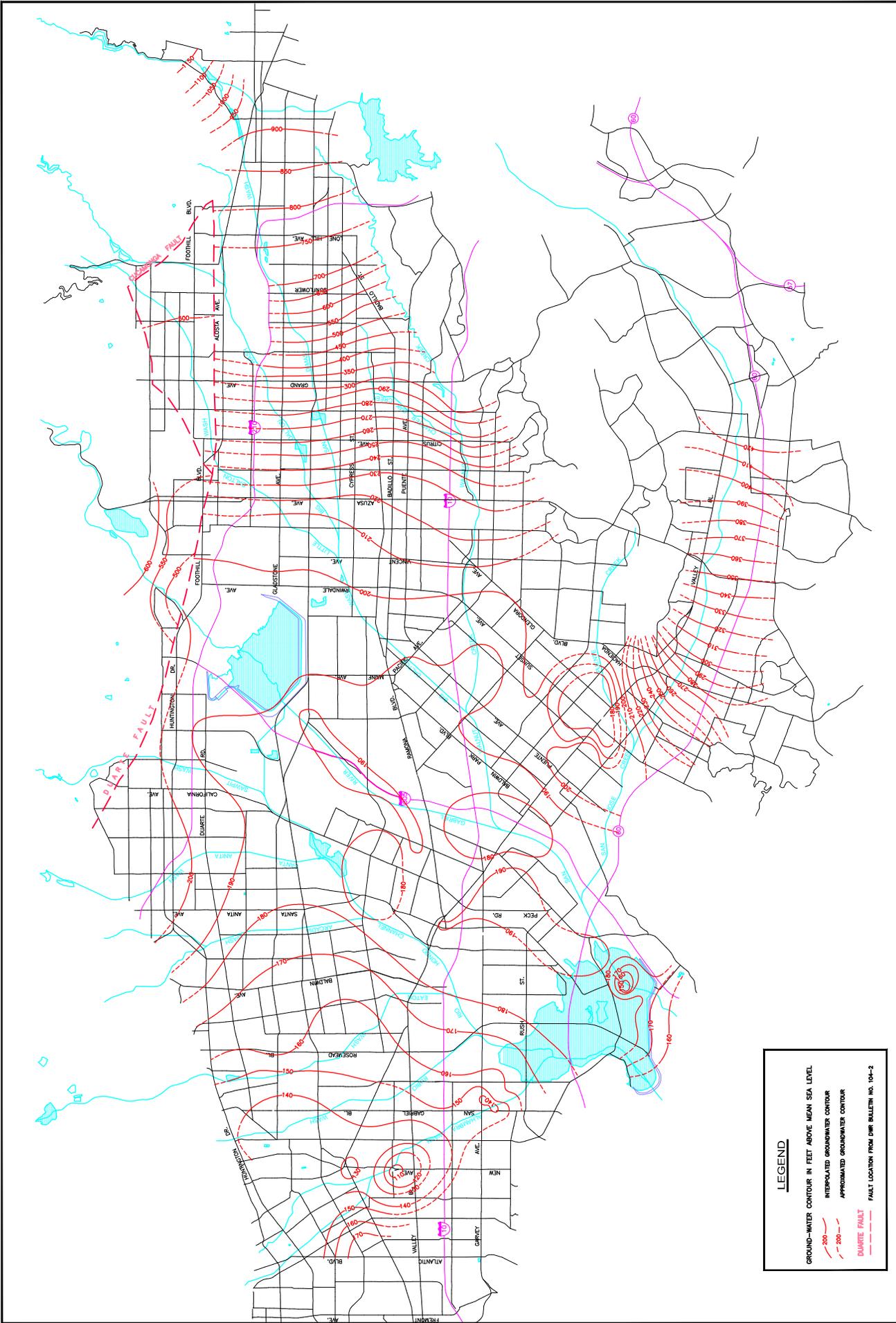


 APPROXIMATE SCALE
 1" = 7,000'



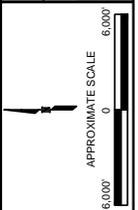
STETSON ENGINEERS INC.
 861 VILLAGE OAKS DRIVE, SUITE 100
 COVINA, CALIFORNIA 91724
 TEL: (626) 867-6202
 FAX: (626) 831-7065
 2171 E Francisco Blvd., Suite K
 San Rafael, California 94901
 2651 W Guadalupe Rd., Suite A209
 Mesa, Arizona 85202

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 F:\0851046-17-1.CTB



LEGEND

- GROUND-WATER CONTOUR IN FEET ABOVE MEAN SEA LEVEL
- INTERPOLATED GROUNDWATER CONTOUR
- APPROXIMATED GROUNDWATER CONTOUR
- FAULT LOCATION FROM DWR BULLETIN NO. 104-2



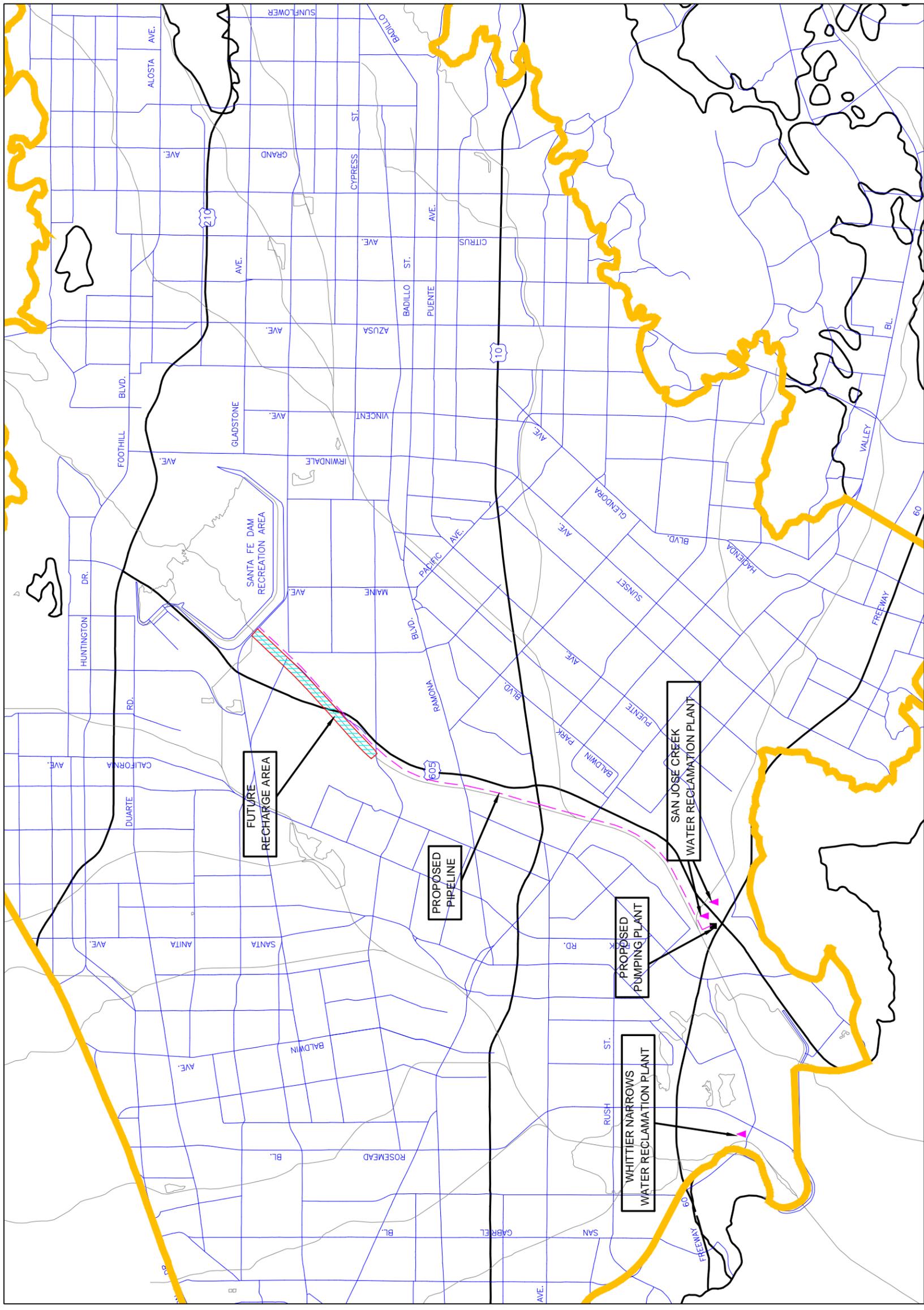
861 VILLAGE OAKS DRIVE, SUITE 100
 CORONA, CALIFORNIA 92724
 TEL: (951) 261-7500
 FAX: (951) 261-7505

2171 E. FRANCISCO BLVD., SUITE K
 SAN RAFAEL, CALIFORNIA 94901
 TEL: (415) 452-1000
 FAX: (415) 452-1005



UPPER SAN GABRIEL VALLEY MUNICIPAL WATER DISTRICT

GROUNDWATER CONTOUR MAP **OR SAN GABRIEL BASIN** **ANUARY**



APPROXIMATE SCALE
1" = 9,500'

LEGEND

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

UPPER SAN GABRIEL VALLEY MUNICIPAL WATER DISTRICT

WATER RECLAMATION PLANT LOCATIONS

861 VILLAGE OAKS DRIVE, SUITE 100
COVINA, CALIFORNIA 91724
TEL: (626) 867-6202
FAX: (626) 317-7065



2171 E Francisco Blvd., Suite K
San Rafael, California 94901
2651 W Guadalupe Rd., Suite A209
Mesa, Arizona 85202



Appendix J

VCWD Ordinance 125, Rules and Regulations for Water Service

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**ORDINANCE 125
RULES AND REGULATIONS FOR
WATER SERVICE**

Adopted June 23, 2003

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Adopted June 23, 2003

ORDINANCE OF THE VALLEY COUNTY WATER DISTRICT ADDING TITLE 5: "RULES AND REGULATIONS FOR POTABLE WATER SERVICE" TO THE VALLEY COUNTY WATER DISTRICT ADMINISTRATIVE CODE AND REPEALING CERTAIN ORDINANCES AND RESOLUTIONS.

**SECTION 1.0
PURPOSE**

Valley County Water District desires to prescribe rules and regulations governing potable water service to its customers by adding Title 5: "Rules and Regulations for Potable Water Service" to its Administrative Code and by repealing prior inconsistent ordinances and resolutions.

**SECTION 2.0
ORDINANCE**

Ordinance numbers 7-74-105, 12-74-105, 12-74-106, 3-78-109, 8-78-110, Ordinance No. 108 (passed in 1977); and Ordinance No. 117 (passed in 1986) and resolution numbers 3-78-109, 2-84-306, 11-92-382, 6-93-394, 12-93-398, 1-90-356 are here by repealed.

Valley County Water District hereby prescribes rules and regulations for potable water service as follows:

**SECTION 3.0
MISSION AND GOALS**

The mission of Valley County Water District is to provide a safe and reliable supply of water to all its customers at a reasonable cost and in an environmentally sound manner. The goals of Valley County Water District are to meet all of its customers needs through effective and efficient system management, attentive and considerate customer service, delivery of safe, high quality and reliable water supply and to provide for a safe and equitable working environment, and educational opportunities for professional growth.

**SECTION 4.0
APPLICABILITY**

These are the Rules and Regulations adopted by the Board of Directors with respect to water service provided by the District. The Board has the right to amend, change and supplement these Rules and Regulations at any time. Except as specifically limited, these Rules and Regulations apply to all District personnel and any person or business applying for and receiving water service from the District.

**SECTION 5.0
SEVERABILITY**

If any article, section, subsection, sentence, clause, or phrase of these Rules and Regulations is for any reason held to be invalid or unenforceable, such decision shall not affect the remaining portions of these Rules and Regulations. The Board declares that it would have passed said Rules and Regulations by article, section, subsection, sentence, clause, or phrase thereof.

**SECTION 6.0
DEFINITION OF TERMS**

Adopted June 23, 2003

Unless the context specifically indicates otherwise, the following terms shall, for the purpose of these Rules and Regulations, have the following meanings:

Active Service: Shall mean water service provided to property through a meter turned on by the District and for which all fees, charges and deposits have been paid.

Applicant: Shall mean a person applying for water service to property within the District.

Approved Water Supply: Shall mean the District's water supply, which is regulated by the California Department of Health Services for all drinking water standards.

Auxiliary Water Supply: Shall mean any water supply on, or available to, the premises other than the approved water supply.

Backflow Devices: Shall mean those backflow prevention devices and assemblies, which are listed as approved backflow prevention assemblies by the University of Southern California Foundation for Cross-Connection Control and Hydraulic Research.

Backflow: Shall mean the undesirable reversal of flow of water or mixtures of water and other liquids, gases, or other substances into the distribution pipes of the potable supply of water from any source or sources.

Board: Shall mean the Board of Directors of Valley County Water District.

Commercial Service: Shall mean the provision of water for use in connection with premises, other than residential, devoted primarily to operations for profit or non-profit (i.e., churches, community center, government, and commercial/retail).

Commodity Charge: Shall mean the charge imposed by the District for all water used, whether such water is actually metered or estimated.

Connection Fees: Shall mean all of the various fees levied to offset the cost to construct the potable water system improvements, and connecting and installing the meter to serve the new customer and setting up the new account.

Construction Water: Shall mean the water for use in activities relating to the development of property or for construction needs only. Construction water is for temporary use only.

Cross-Connection: Shall mean any unprotected actual or potential connection structural arrangement between a public or a customer's potable water system and any other source or system through which it is possible to introduce into any part of the potable water system any used water, industrial fluid, gas, or substance other than the intended potable water with which the system is supplied. Bypass arrangements, jumper connections, removable sections, swivel or changeover devices, and other temporary or permanent devices through which or because of which backflow can occur are considered to be cross-connections.

Customer: Shall mean any person, firm, corporation, association or agency who uses or is entitled to use water from the District.

Delinquent: Shall mean payment for a billing period has not been made on or before the original bill due date.

Deposit: Shall mean monies required upon a determination of the applicant's creditworthiness.

Adopted June 23, 2003

Direct Costs: Shall mean actual or estimated costs incurred by the District for new metered services, main extensions, appurtenances, hydrants, fire services, etc., including but not limited to hardware, material, labor, fittings, paving, meters, pipe, etc.

District Administrative Burden Charge: Shall mean a percentage to be added to the total direct cost of a project charged a customer or developer as specified in these Rules and Regulations in order to determine the total project cost of service to be charged. This percentage reimburses the District for labor-related charges of time not directly charged, but expended by District administrative and managerial staff, and for other indirect general and administrative costs.

District Water System: Shall mean all real estate, fixtures, personal property, appliances, facilities, and appurtenances owned, controlled, operated, or managed by the District in connection with or to facilitate the diversion, development, storage, supply, distribution, sale, furnishing, transmission, measurement, or treatment of water for irrigation, industrial, municipal, domestic, or other beneficial use.

Distribution Mains: Shall mean water lines in streets, highways, alleys and easements used for public and private fire protection and for general distribution of water.

District: Means the Valley County Water District.

Domestic Service: Shall mean the delivery of water for other than temporary service or fire protection service.

Domestic Use: Shall mean water normally used in and around a customer's property, relating to use by a family unit or household.

Excavation: Shall mean any removal of soil or paving necessary for the installation of below ground facilities or objects, or for exploration purposes to determine size and location of existing utilities, structures, and other facilities.

General Manager: Shall mean the General Manager of Valley County Water District or the person who has been authorized by the General Manager or by the Board of Directors of the District to act for the General Manager.

Inactive Service: Shall mean a meter turned-off by the District and for which all fees and deposits described herein have been paid.

Main Extension: Shall mean the extension of water distribution mains beyond existing facilities in accordance with the provisions of the rules applicable to main extensions.

Person: Shall mean an individual, corporation, association, partnership, municipality, public utility, or other public body or institution.

Premises: Shall mean a parcel of real property under one ownership, except where there are well-defined boundaries or partitions such as fences, hedges or other restrictions preventing the common use of property by several tenants, in which case each portion shall be deemed separate premises. Apartment houses and office buildings may be classified as single premises.

Private Fire Protection: Shall mean water service and facilities for building sprinkler systems, hydrants, hose reels and other facilities installed on private property for fire protection and water available therefore.

Adopted June 23, 2003

Property Owner or Owners: Shall mean the holder of legal title.

Public Agencies: Shall mean any governmental agency within the State of California and include cities, school districts, the Los Angeles County Department of Public Works, other public water purveyors, and municipally held utilities.

Public Fire Protection Service: Shall mean the service and facilities of the entire water supply, storage and distribution system of the District, including the water available for fire protection, excepting house service connections and appurtenances thereto.

Ready-to-Serve Charge: Shall mean the charge for water service to the customer by the District which covers the cost to provide water service, including the wells, pumps distribution system, personnel and all appurtenances associated with water delivery, to the customer for a reliable source of water to use when the customer wishes.

Residential Service: Shall mean the provision of water to a residence for domestic use.

Sealed Service: Shall mean a service connection without a meter for which the fees, charges and deposits described herein are outstanding.

Service Address: Shall mean the physical location where the water service is provided; this is not necessarily the same as the billing address.

Service Connection: Shall mean a service connection shall be defined as that portion of piping beginning at the District's water main and extending to the property side of the customer's curb line. It will consist of a corporation stop, service piping, meter valve, meter box with lid and meter, and may consist of other appurtenances as required by the District to provide water service. The service connection and all appurtenances as required by the District to provide water service shall be and remain the property of the District, and shall not be tampered with by anyone other than an authorized employee of the District.

Service Fees: Shall mean the fees levied to cover operating and maintenance costs incurred to provide water service.

Service, Water Service: Shall mean the furnishing of water to a customer.

Temporary Water Customer: Shall mean a potable water user who is supplied with temporary water service.

Temporary Water Service: Shall mean water service and facilities rendered for construction work and other uses of limited duration, and the water available therefore.

Tenant: Shall mean property manager, renter, or lessee under a lease with an un-expired term of more than one (1) year jointly with the holder of title.

Total Project Cost: Shall mean all costs related to new construction for individual metered services, water main extensions, appurtenances, hydrants, fire service, District Administrative Charge, etc.

Unit: Shall mean that quantity of water, which is equivalent to one hundred cubic feet or 748 gallons.

Water Service Connection: Shall mean the point of connection of the customer's water line with the water service line of the District, which shall normally be the downstream end of the water meter setter tailpiece.

Adopted June 23, 2003

**SECTION 7.0
APPLICATION FOR WATER SERVICE - GENERAL**

Each person desiring to initiate water service or change an existing water service shall: fill out an application, pay all required service fees, including a non-refundable and non-transferable application fee, and meet all the conditions set forth herein that apply:

1. Date and place of application
2. Location of premises to be served
3. Date of service activation
4. Agreement to abide by District Rules and Regulations
5. Address to which bills are to be mailed
6. Home and office telephone numbers
7. One form of identification (California Driver's License preferred)
8. Tax Identification number for businesses
9. Acknowledgment of District's deposit requirements
10. Such other information as the District may reasonably require

Note: Application may be mailed if requested by the customer.

7.1 APPLICATIONS

- A. The application form(s) shall include an agreement to abide by all Rules and Regulations of the District and requires the furnishing of such information as the General Manager may reasonably request. Such application shall be for service only to a specific property and cannot be assigned to any other property.
- B. An application will not be honored unless payment in full has been made for water service previously rendered to the applicant by the District.
- C. If the application is for a commercial account in the name of a corporation or partnership, the applicant shall provide a personal guarantee from an owner or principal of the applying entity, regardless of the form of organization, as follows:

"I hereby certify I am a principal/officer of the organization listed on the attached application. I accept full responsibility for all fees and charges related to water service for the organization."

_____ Name and Title

7.2 APPLICANT'S RESPONSIBILITY

- A. The rendering of service obligates the applicant to pay for service for a minimum of one month.
- B. The applicant is responsible for all expenditures made by the District as a result of the submission of the application, even though the applicant withdraws the application prior to completion of the installation of the service connection.
- C. If an applicant gives incorrect information as to the description of the property or the location where the service connection is desired, and as a result thereof, the service connection is installed at an incorrect location, the applicant shall pay all expenses incurred for any corrections necessitated by such error, including an additional application fee.

Adopted June 23, 2003

- D. Two or more parties who join to make application for service to a commonly owned property shall be jointly and severally liable for water service, and single periodic bills shall be sent to their designee.
- E. Modification of Change of Service: Requests for a name change on an account will be handled as follows:
1. **Husband to wife, wife to husband** – The name will be changed upon provision of full information on the individual assuming billing responsibility. There will be no application fee and the customer number will remain the same.
 2. **Family member to family member** – A new application will be taken and the application fee will be charged (the amount is specified in Appendix A). A new customer number will be generated.
 3. **Deceased** – A new application will be taken for the responsible party. The application fee will be charged (the amount is specified in Appendix A), except in the case of transfer to the spouse, or executors.
 4. **Third Party Responsibility** – The name will remain as is on the billing and the bills will be sent “in care of” the party who will be taking care of the payment. There will be no application fee for this service.

7.3 REQUEST FOR CHANGE IN SERVICE

Upon written application, the size of an existing meter will be reduced at no charge. However, if after the customer receives water service from the reduction of their meter service, they wish to return to the previous meter size the District will charge all costs associated to perform all necessary work. The District will only allow a reduction in one meter size for domestic meters one inch and less.

7.4 SEPARATE SERVICES

No service connection will be made for the purpose of supplying two or more parcels through a common service even though the premises may fall under the same owner. When a parcel is divided into two or more lots, separate service connections must be established for each lot to which service is provided. Apartments, courts, duplexes and lots with houses at the front and rear may be served through a single service if application is made by the owner or individual, who assumes full responsibility for the payment of all charges to the account in question. Violation of this regulation shall be cause for the General Manager to discontinue service to the account in question upon 10 days written notice to the original applicant for corrective action. This regulation does not apply to services under separate contract with a water provider.

7.5 PAYMENT LOCATION

The District's main office located at 14521 Ramona Boulevard, Baldwin Park is the only location authorized to receive payment for water bills and charges.

7.6 NOTICE TO CUSTOMERS

Notice to a customer will normally be in writing and will be delivered or mailed to the customer's last known address. In emergencies or when circumstances warrant, the District, when feasible, will endeavor to promptly notify the customer affected and may make such notification orally, either in person or by telephone, or by leaving a written notice at the service address.

7.7 NOTICE FROM CUSTOMERS

Adopted June 23, 2003

A customer may make notification in person, by telephone, electronic mail ("email") vcwd@vcwdnet.com, or letter to the District office.

7.8 CHANGE OF CUSTOMERS WITHOUT NOTICE

A person taking possession of a service address and using water from an active connection without having made application to the District for water service, shall be held liable for the water delivered from the date of the last recorded reading, and if the meter is found inoperative, the quantity consumed will be estimated by the General Manager. If proper application for water service is not made upon notification to do so by the District, and if accumulated bills for service and the fees herein provided are not paid immediately, the service may be discontinued by the District without further notice.

SECTION 8.0

APPLICATION FOR THE INSTALLATION OF A NEW DOMESTIC WATER SERVICE WITHOUT MAINLINE EXTENSION REQUIRED

Applicants requesting a new service connection shall deposit with the District an amount estimated to cover the cost of the installation requested, including the cost of the meter and overhead. When the actual costs have been determined, the applicant will be furnished a statement of such costs and will be refunded any excess deposit or billed for the difference between the amount of such costs and the amount of the deposits. In the event the deposit is not sufficient to cover such installation charge, the applicant shall pay to the District any balance so indicated within 10 days after receipt of the statement. Failure on the part of the applicant to make such payment shall be cause for disconnecting the service.

8.1 OWNERSHIP OF SERVICE

All materials used for the installation of a new service connection shall become and remain the property of the District.

8.2 SERVICE CONNECTION - MAINTENANCE

Service connections shall be maintained and repaired by District employees and/or District authorized contractors only. When repairs are required of a service connection, the customer will not be charged for normal wear and tear. However, in the event that any maintenance, repair and/or replacement of any part of the water service is required due to tampering, all expenses incurred by the District shall be charged to the customer for repayment. Failure by the customer to pay repair charges will lead to the discontinuance of water service.

SECTION 9.0

APPLICATION FOR THE INSTALLATION OF A NEW DOMESTIC WATER SERVICE WHEN A MAINLINE EXTENSION IS REQUIRED

- A. If an applicant's property does not front upon an existing distribution main of the District, such applicant shall, in addition to any and all other charges, be required to pay the cost of a main extension of a size to be determined by the General Manager. The size of the extended main may be larger than that required to serve the applicant, in which case the District shall bear the difference in cost between the larger size required to serve the applicant as described in this ordinance. In addition, the cost may include the cost of providing a circulating line to avoid a dead-end line if deemed necessary by the General Manager.

Adopted June 23, 2003

- B. Before work on the preliminary design commences, the applicant shall deposit an amount equal to the General Manager's estimate of the preliminary design costs, including, if necessary, the cost of a water system design report and environmental documents.
- C. After a preliminary review of the plans and specifications and before the plans are returned to the applicant with comments, the applicant shall deposit an amount equal to the General Manager's estimate for the costs which will be incurred by the District including but not limited to; plan check, inspections, permitting, and engineering.
- D. All facilities constructed shall become the property of the District, once all work performed has been accepted and approved by the District.
- E. All mainline extensions shall be constructed in accordance with District standards and shall be inspected by the District prior to acceptance.
- F. All future applicants for service for a mainline dedicated to the District shall be required to pay to the District such applicant's pro rata share of the cost of the mainline before service is rendered to such applicant. Therefore the District shall refund such collections to the person, his/her successors or assigns who paid for the extension provided, the terms and conditions of such refund shall be set forth in a mainline extension refund agreement executed by the General Manager and the person who paid for the installation of the mainline. Said agreement shall provide, among other things, that such refunds shall be collected for a period of 10 years from the date of acceptance of the mainline and the person entitled to receive the refund is responsible to keep the District informed as to his/her whereabouts.

9.1 SUBDIVISIONS, TRACT, OR HOUSING PROJECTS

A person desiring to provide a water system within a tract of land, which he/she proposes to subdivide, shall make written application to the District. Said application shall state the number of the tract, the name of the subdivision, and its location. Before any construction is commenced, the District shall be provided with a copy of the recorded map, and of the plans, profiles and specifications for the street work therein. Upon receiving the application, the General Manager shall make an investigation and survey of the proposed subdivision and make his/her recommendation as to the facilities required and the estimated cost of the proposed water system.

- A. The General Manager shall specify the size, type and quality of materials, location of the lines and the construction that will be performed by the District or developer/applicant in accordance with this ordinance and the District Standard Specifications. The developer/applicant shall, at his/her cost, provide all connections to houses constructed by him/her, as herein provided.
- B. The District may make extensions to the facilities constructed under this section without obligation to applicant, and refunds will not be made for services connected to said additional extensions.

If District is obligated to perform a study analyzing the adequacy of a water supply for a new development pursuant to California Public Resources Code Section 10910, et seq., or California Government Code section 66473.7, the developer of the development shall pay all costs and fees incurred by District related to the study.

9.2 WATER MAIN IN A PRIVATE STREET

The District will not install a water main in a street, which is not formally dedicated for public use unless the following conditions are met:

Adopted June 23, 2003

- A. Applicant grants to the District a non-exclusive easement or easements for the installation, maintenance, and replacement of water lines and appurtenances required for such service as determined by the General Manager on an approved District form. Size and location of said easement(s) shall be determined by the appropriate local regulating agency. Format for the legal document shall be on an approved District form. In most instances, a grant of easement shall be provided to the District at no cost.
- B. The General Manager approves the easement and the application for service.

9.3 WATER MAIN IN PRIVATE PROPERTY

The District will not install a water main on private property unless the following conditions are met:

- A. Applicant grants to the District non-exclusive easement(s) for the installation, maintenance, and replacement of water lines and appurtenances required for such service. Size and location of said easement(s) shall be determined by the appropriate local regulating agency. Format for the legal document shall be on an approved District form. In most instances, a grant of easement shall be provided to the District at no cost.

SECTION 10.0 BACKFLOW REQUIREMENTS

- A. Cross-connection shall mean any unprotected connection between any part of the District's potable water supply system and any source or system which might potentially contain water or substance that is not, or cannot, be approved as potable for human consumption.
- B. Water shall not be supplied to any property or applicant who does not abide by the conditions of service as described in the District's Backflow Prevention Ordinance and provided in this section.
- C. In addition to the other requirements herein, each customer must, at his own expense, comply with the requirements of this section. Water service may be refused or discontinued to any service address where there exists a cross-connection in violation of these requirements.
- D. Whenever backflow protection has been found necessary on a water supply line entering a customer's service address, or when more than one domestic and/or irrigation service connection supplies water to a single premises, which, in the opinion of the General Manager, would not preclude the possibility of a circulating flow between the connections, then any and all water supply lines from the District's mains entering such premises, buildings or structures shall be protected by an approved backflow device, regardless of the use.

SECTION 11.0 PUBLIC FIRE PROTECTION

11.1 USE OF FIRE HYDRANTS

- A. Fire hydrants connected to the District's mains are for the purpose of furnishing water to fight fires, and for temporary use during construction. Fire hydrants are to be used by persons authorized by the District only.

Adopted June 23, 2003

- B. Persons requesting authorization by the District shall fill out all applicable forms and abide by all District regulations that pertain, as well as pay all applicable fees before authorization is to be granted.
- C. Where water is furnished through a fire hydrant on a temporary basis for construction purposes, the applicant for such temporary service shall deposit with the District that amount as outlined in Appendix A, and pay an application fee. The deposit shall be returned to the applicant less any funds owed the District.
- D. If the applicant is not able to return the meter to the District for any reason, the applicant shall immediately notify the District in writing and the District shall close the account. The District will estimate the amount of water delivered and charges therefore and determine the cost of replacing the meter. The deposit will be applied to the total cost for meter replacement and charges for water delivered including the ready-to-serve charge. Any remainder thereof will be refunded to such applicant. If the total amount due the District exceeds the deposit, the applicant shall pay the difference to the District. The closed account shall require a new application and deposit for additional temporary construction service.

11.2 MOVING OF FIRE HYDRANT

When a fire hydrant has been installed in the location specified by the proper authority, the District has fulfilled its obligation. If a property owner or other party desires a change in the size, type or location, he/she shall bear all costs of such change, without refund. Any change in location of a fire hydrant must be approved by the proper authority.

11.3 FIRE EMERGENCY

In case of fire, it is the customer's responsibility to minimize water use and to shut-off any unnecessary steady flow of water.

SECTION 12.0 PRIVATE FIRE PROTECTION SERVICE

12.1 GENERAL

- A. In addition to the other fees and charges set forth herein, applicants for private fire protection service shall pay the total actual cost of installation of such service from the distribution main of the District to the applicant's property line, including the costs of a suitable meter device. All work shall conform to the District Standard Specifications.
- B. With the approval from the Fire Department and the District, temporary service may be provided through an existing, metered fire hydrant. When a fire hydrant is not available for temporary service, a connection may be made to an existing District main at a location acceptable to the General Manager.
- C. Water for fire protection services shall be used in the case of fire only. If any person uses such fire service connection for other than fire or for testing by organized fire protection agencies or the District, the District shall collect the sum as described in Appendix A, for each such use and may enforce this provision by shutting off all water to the property where such use occurs. If water is shut-off by virtue of this provision, no further water shall be served to said property until all costs incurred by the District and penalties are paid.
- D. There shall be no connection between the private fire protection service and any other water distribution system on the premises.

Adopted June 23, 2003

- E. Private fire protection service is offered by the District as an accommodation only to its customers and the District assumes no responsibility for loss or damage due to non-consistent flow of water or water pressure, either high or low, and merely agrees to furnish such quantities and pressures as are available in its general distribution system at the location of the requested private fire protection service.

**SECTION 13.0
TEMPORARY SERVICE**

13.1 DURATION OF SERVICE

Temporary service connections shall be disconnected and terminated within six months after installation unless the District grants an extension of time. All water delivered by the District for temporary use must be metered. The General Manager must approve exceptions to this requirement.

13.2 UNAUTHORIZED USE OF FIRE HYDRANTS

Tampering with any fire hydrant for the unauthorized use of water, or for any other purpose, is a misdemeanor, punishable by law. It is unlawful for any person or persons to take any water from any fire hydrant within the District's service area if they have not taken out an application with the District. Anyone taking water from a fire hydrant without permission from the District will be charged a penalty fee as described in Appendix A.

**SECTION 14.0
GENERAL PROVISIONS**

14.1 POOLS AND TANKS

When an abnormally large quantity of water is desired for filling a swimming pool or for other purposes, arrangements must be made with the District prior to taking such water. Permission to take water in unusual quantities will be given only if it can be safely delivered through the District's facilities and if other customers are not inconvenienced.

14.2 WASTE OF WATER PROHIBITED

No customer shall knowingly permit waste or leaks of water. Where water is wastefully or negligently used on the customer's service address, the District may discontinue the service, if such conditions are not corrected within five days after the District has given the customer written notice thereof.

14.3 INSPECTION

The General Manager or his authorized representative shall have the right to enter upon the customer's premises during any reasonable hours for the purpose of inspecting the customer's water system and to insure compliance with this Ordinance and the District's Backflow Prevention Ordinance.

14.4 NON-COMPLIANCE WITH ORDINANCE

On the failure of the customer to comply with the Rules and Regulations established by this Ordinance, a penalty for which has not heretofore been specifically fixed, the customer's service shall be discontinued until the customer has demonstrated compliance with this Ordinance to the General Manager. The customer shall pay, prior to service being restored, all required fees and monies owed to the District including a deposit, if applicable.

Adopted June 23, 2003

14.5 VACANT PROPERTY

In case any property becomes vacant, the regular monthly rate shall be charged and collected from the customer who has applied for water to be furnished to such property, whether water is used or not, unless the customer has properly requested for termination of water service.

14.6 TREATMENT OF WATER

The District reserves the right to properly and efficiently treat any and all water served through its system with such chemicals, at such times and in such amounts as good public health protection may indicate, in order to guard its customers against disease and contamination and the District shall not, nor shall any of the officers, agents, or employees of the District be liable for, on account, or by reason of any such treatment; nor shall they or any of them be liable for the death of or injury or damage to plants, animals, and aquatic life, which may result from any such treatment. All service will be rendered and must be accepted accordingly.

14.7 USE OF WATER - SUPPLYING ANOTHER PERSON

Water shall not be supplied to any property other than that contained in the application for service except as provided in this section.

- A. A customer having first made application to the District and having been issued a permit therefore by the General Manager may supply water to a holder of a public works contract or private contractor. Such permit shall be denied to any person who is indebted to the District for any prior water or damage charges, or who has, in fact, prior to such application, failed to comply with the Rules and Regulations of the District or the provisions of any permit previously issued.
- B. No customer of the District shall deliver or permit to be delivered any water outside of the District's boundaries or for use outside of the boundaries, from the service connection, or other facilities connected to the District's facilities, without the authorization of the District or the General Manager.
- C. Service of water shall not be made through a single meter to two or more parcels of property separately owned. A temporary exception may be made to this rule if approved by the General Manager, provided that there is no main contiguous to the property from which separate service may be had, and provided further that the customer for whom the meter was installed shall give satisfactory guarantee of payment for all water used. Such service shall be charged as though separate meters existed for each separate use. Whenever a District main is installed from which separate service can be rendered, the General Manager will so notify all parties concerned, and the common service will be subject to being discontinued after the time limit noted in said written notices.

14.8 USE OF WATER DURING FIRE OR SHORTAGE

During the times of threatened or actual water shortage, the Board shall apportion the available water supply among the customers of the District in the most equitable manner possible, with due regard to public health and safety.

14.9 CHANGE IN CUSTOMER'S EQUIPMENT, OPERATIONS, OR LAND USE

A customer making any material change in the size, character, or extent of the equipment, operations, or nature of land use (such as using water for commercial activities where water had been previously used for residential purpose only) shall immediately give the District written notice of the nature and extent of the change.

Adopted June 23, 2003

14.10 CONTINUITY OF SERVICE

Emergency Interruptions: The District will make all reasonable efforts to prevent interruptions to service and, when such interruptions occur, will endeavor to re-establish service with the shortest possible delay consistent with the safety of customers and the general public. Where an emergency interruption of service affects the service to any public fire protection device, the District will promptly endeavor to notify the Fire Chief, or other public official responsible for fire protection, of such interruption and of subsequent restoration of normal service.

14.11 SCHEDULED INTERRUPTIONS

Whenever the District finds it necessary to schedule an interruption in service, it will, when feasible, notify all customers to be affected by the interruption, stating the approximate time anticipated for the interruption. Scheduled interruptions will be made at such hours as will provide the least inconvenience to customers, consistent with reasonable utility operations.

14.12 DAMAGES TO PROPERTY

- A. In no case will the District be liable for damages occasioned by water running from opened or faulty fixtures, or from opened or damaged pipes on the customer side of the meter.
- B. The customer shall be liable for any damage to the District's service facilities when such damage is from any act or omission of the customer or his family, tenants, agents, employees, or contractors.

14.13 SERVICE CONNECTION SHUT-OFF VALVES

All District shut-off valves are installed by and for the use of the District and will usually be found immediately adjacent to the street side of the meter. This shut off valve is for District use only or by those authorized by the District.

14.14 OWNERSHIP AND ACCESSIBILITY OF SERVICE CONNECTIONS

All service connections and all water meters installed or accepted for use by the District shall remain the property of the District. Service connections shall be kept safe and readily accessible for District personnel to maintain. The expense of maintenance, repairs, and renewal of such service connections and meters, due to normal wear and tear, shall be borne by the District.

14.15 CUSTOMER PLUMBING APPLIANCES SUBJECT TO APPROVAL

Water service may be refused or discontinued to any premises where apparatus or appliances are in use which unreasonably endanger District facilities.

SECTION 15.0

RATES - GENERAL PROVISIONS

Rates and charges for water consumption, as specified under various classifications of service and other miscellaneous charges, are set by the Board and subject to change at any time.

15.1 POTABLE WATER RETAIL RATES

Retail charges consist of two types of charges; a ready-to-serve charge and a commodity rate charge. The ready-to-serve charge is determined by the size of a customer's meter and is fixed irrespective of the quantity of water registered through the meter. The commodity charge applies

Adopted June 23, 2003

to all water passing through the meter and is assessed at the commodity rate. Residential customers are billed bimonthly and Commercial customers will receive a monthly base rate along with a commodity rate charge. The amount currently set for the ready-to-serve charge and commodity rates is contained in Appendix A of the Rules and Regulations.

15.2 POTABLE WATER WHOLESALE RATES

Wholesale charges, which shall apply to those water deliveries determined by the General Manager to be for wholesale deliveries only, and abide by the conditions for a whole sale rate.

15.3 POTABLE WATER IRRIGATION RATES

No irrigation rate is available.

15.4 CONSTRUCTION RATES

Water for construction purposes may be obtained by licensed contractors from District facilities on a metered or un-metered basis as determined by the District. Requests for construction water will be granted upon the applicant filling out an application with the District, agreeing to abide by the District's rules and paying all applicable fees as described in Appendix A.

15.5 PRIVATE FIRE PROTECTION RATES

Private fire protection rates are based on the size of service as described in Appendix A. These rates are in addition to any commodity charges.

SECTION 16.0 MISCELLANEOUS CHARGES

In order to recover the costs associated with late payments, disconnections, and/or damages sustained by the District, the specified items listed below are charged to customers, the cost of which is determined by the Board and set forth in Appendix A.

16.1 FORTY-EIGHT HOUR NOTICE CHARGE

If no payment has been received in response to a Delinquent Notice, the District will make a reasonable, good-faith effort to contact the customer by issuing a Forty-Eight Hour Notice of disconnection at the service address. A Forty-Eight Hour Notice Charge will be added to the customer's bill for such service as specified in Appendix A.

16.2 RECONNECTION CHARGE

If no payment has been received in response to a Forty-Eight Hour Notice, the District will disconnect water service at the service address. To resume water service, the customer must come in to the District office and will be required to pay all applicable charges. In addition to payment of the unpaid balance on the account and a Forty-Eight Hour Notice Charge, the customer will be required to pay a Reconnection Charge. The Reconnection Charge as specified in Appendix A, will depend upon the time that the customer pays their bill; before 3:30 p.m. or after 3:30 p.m.

16.3 DEPOSIT

When a customer's service is disconnected due to a failure to pay for water usage and all related charges, the customer will be required to pay a deposit, along with any other fees owed the District, prior to service being reconnected. The amount of the deposit shall be no less than that described in Appendix A, but may be greater depending on the circumstances as determined by the General Manager.

16.4 UNAUTHORIZED METER TURN-ON CHARGE

Once a meter is locked-off by the District for any reason, it may only be unlocked by District personnel. Unauthorized meter turn-ons shall be assessed an unauthorized meter Turn-On Charge as specified in Appendix A. Additional costs incurred by the District to prevent unauthorized use shall also be added to the responsible party.

16.5 UNAUTHORIZED WATER USE CHARGE – TAMPERING

Any person making an unauthorized use of water from or through any District facility will be assessed an Unauthorized Water Use Charge as specified in Appendix A. The unauthorized user will be required to pay the cost of any water taken, and all appropriate fees.

16.6 PROPERTY DAMAGE

If a customer, new applicant, or developer is found to be responsible for any damage to District property, such damages shall be reimbursed to the District at cost plus District Administrative Burden charge. If responsibility for such damage is not known, charges for such damage will be billed to the current customer or property owner.

16.7 RETURNED CHECK CHARGE

When a customer's check in payment for water service or other charges is returned as non-negotiable, the District shall issue a Twenty-Four Hour Notice indicating a returned check charge applied to the account as specified in Appendix A. If payment of all charges is not received within the date specified on the Twenty-Four Hour Notice, water service shall be disconnected. If the customers' account has had more than one check returned from the bank as non-negotiable, the District will apply additional fees as specified in Appendix A, and water service shall be disconnected. If a customer has more than two returned checks within a twelve month period, then the customer shall be placed on a cash only basis for payment of all charges.

16.8 DISTRICT ADMINISTRATIVE BURDEN CHARGE

For any services not included in the rates and charges specified in Appendix A, the District may assess a charge for Administrative Burden for costs of services provided, at the sole discretion and in an amount determined by the General Manager.

SECTION 17.0 BILLING PROCEDURES

17.1 RENDERING AND PAYMENT OF BILLS

Bills for service will be rendered to each customer on a monthly or bimonthly basis unless otherwise provided for in the rate schedules. Bills for service are due and payable upon presentation and become delinquent if not paid within fifteen (15) days of the original bill. It is the customer's responsibility to assure that payments are received at the District office in a timely manner. Partial payments are not authorized unless prior approval has been received from the District. Bills will be computed as follows:

- A. Meters will be read at regular intervals for the purpose of monthly and bimonthly billings.
- B. Bills for metered service will show the meter number, meter size, meter reading for the current and previous meter reading periods, consumption, date, and usage for the same period last year.
- C. The charges on the bill will include: any unpaid balance or credit due, water charge, service charge, and utility tax charge, if applicable.

17.2 DELINQUENT BILLS

The following rules apply to customers whose bills remain unpaid for more than fifteen (15) days following the date of the original bill. If a \$15.00 or less balance remains on the account, it shall be carried over and added to the next billing period as specified in Appendix A.

- A. Delinquent Notice: If payment for a bill rendered is not made on or before the fifteenth (15th) day of the original bill, a Delinquent Notice of nonpayment will be mailed to the customer.
- B. Forty-Eight Hour Notice: If payment for the bill is not made on or before the due date of the Delinquent Notice, the District shall hang a Forty-Eight Hour notice at the service address.
- C. Turn-off deadlines: Payment for water usage and all related charges must be received in the District office no later than 5:00 p.m. on the date specified on the Forty-Eight Hour Notice. Postmarks are not acceptable.

17.3 ADJUSTMENT OF BILLS FOR METER ERROR

The customer may request an adjustment of his/her bill on the basis of meter error. Such a request must be made in writing pursuant to the rules set herein. The District will, within a reasonable time, proceed to test the customer's meter; the meter will be tested in an "as-found" condition in order to determine the average meter error. If the average meter error is found to exceed 3 percent, that is if quantities of water recorded by the meter are outside of a range between 97 percent and 103 percent of the actual quantities of water passed through the meter during the test, the following billing adjustments will be made:

Adopted June 23, 2003

- A. Request for meter test: Any customer may request that the meter through which water is being furnished be examined and tested by the District for the purpose of ascertaining the accuracy of the meter. Such request must be in writing and shall be accompanied by a deposit (see Appendix A).
- B. Fast Meter: The District will refund to the customer the amount of the overcharge based on corrected meter readings for the period the meter was in use and determined to be incorrect, but not to exceed a period of six (6) months.
- C. Slow Meters: The District may bill the customer, at its option, for the amount of the undercharge based upon corrected meter readings for the period the meter was in service and determined to be incorrect, but not to exceed a period of six (6) months.

**SECTION 18.0
RE-ESTABLISHMENT OF SERVICE**

A customer whose service has been disconnected for nonpayment of bills will be required to pay any unpaid balance due the District for the service address for which service is to be restored. The customer may additionally be required to make a deposit, in an amount specified in Appendix A, for the service in question and pay a reconnection charge, also as specified in Appendix A, before service is restored.

18.1 DEPOSIT

- A. The District may require a deposit as a condition of continuing water service to an existing customer if the customers' account becomes delinquent in payment. The customer will be notified if and when a deposit is required to maintain service with the District. Any of the following circumstances would indicate that the customer's credit is impaired and the District may charge a deposit in order to continue service at the customer's service address:
 - (1) The customer's service has been shut off at any time for the non-payment of the bill.
 - (2) The District has received information from a credit-reporting agency that the credit of the customer has been impaired.
 - (3) The customer has issued the District a check, which has been returned from the bank as non-negotiable.
- B. Any customer, who has opened multiple accounts in his name, will be required to make a deposit for each account or service addresses, if the payment history in any of the accounts violate the guidelines in items (1-3) above.
- C. In the event that a customer has already paid a deposit as a new service applicant and has also violated the payment requirements in items (1-3) herein, the District will re-evaluate the amount of the deposit necessary to secure the account. The amount of the deposit shall be no less than that described in Appendix A, but may be greater depending on the circumstances as determined by the General Manager.
- D. Public agencies, and Public Utilities, such agencies shall not be required to make deposits.

18.2 RECONNECTION CHARGE

To resume water service that has been disconnected by the District, the customer will be required to pay for the unpaid balance and all applicable charges. The customer will also be required to pay a Reconnection Charge as specified in Appendix A. The amount of the Reconnection Charge will depend on the time that the customer pays their bill; before 3:30 p.m. or after 3:30 p.m.

**SECTION 19.0
REFUND OF DEPOSITS**

Deposits may be refunded, at the customer's request, after one year of service during which time the customer has consistently paid on or before the original bill due date.

- A. Refunds shall be made by a draft upon the District unless the customer expressly requests that the refund be made by crediting the amount of the deposit to the account.
- B. When a customer has furnished a deposit and the account has been closed at the customer's request, all deposits will be refunded to the customer after the deduction of any unpaid charges to the District.



Appendix K

Plan Update Notification Letters



Valley County Water District
14521 Ramona Boulevard
Baldwin Park, CA 91706

(626) 338-7301
(626) 814-2973 Fax

March 14, 2011

Mr. Vijay Singhal, City Manager
City of Baldwin Park
14403 E. Pacific Avenue
Baldwin Park, CA 91706

Subject: Notification of the Preparation of a 2010 Urban Water Management Plan for the Valley County Water District

Whom It May Concern:

The Valley County Water District (VCWD), pursuant to §10621(b) of the California Water Code, is hereby providing notification to the City of Baldwin Park of the preparation of the 2010 Urban Water Management Plan (UWMP), in compliance with the Urban Water Management Planning Act.

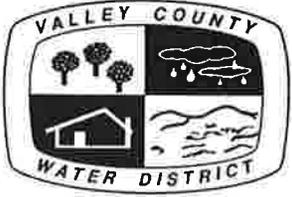
This notification is intended to inform the City of Baldwin Park of the opportunity to consult with, and submit comments for consideration by, VCWD regarding the UWMP during the review process.

If you need any more information, please contact me at 626-338-7301, ext. 201.

Sincerely,

A handwritten signature in cursive script that reads "Brian A. Dickinson".

Brian A. Dickinson
General Manager



Valley County Water District
14521 Ramona Boulevard
Baldwin Park, CA 91706

(626) 338-7301
(626) 814-2973 Fax

March 14, 2011

Mr. Francis Delach, City Manager
City of Azusa
213 E. Foothill Boulevard
Azusa, CA 91702

Subject: Notification of the Preparation of a 2010 Urban Water Management Plan for the Valley County Water District

Whom It May Concern:

The Valley County Water District (VCWD), pursuant to §10621(b) of the California Water Code, is hereby providing notification to the City of Azusa of the preparation of the 2010 Urban Water Management Plan (UWMP) in compliance with the Urban Water Management Planning Act.

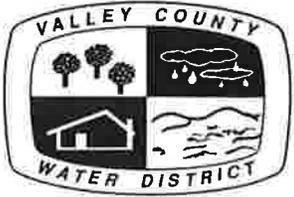
This notification is intended to inform the City of Azusa of the opportunity to consult with, and submit comments for consideration by, VCWD regarding the UWMP during the review process.

If you need any more information, please contact me at 626-338-7301, ext. 201.

Sincerely,

A handwritten signature in black ink, appearing to read "Brian A. Dickinson".

Brian A. Dickinson
General Manager



Valley County Water District
14521 Ramona Boulevard
Baldwin Park, CA 91706

(626) 338-7301
(626) 814-2973 Fax

March 14, 2011

Mr. Sol Benudiz, City Manager
City of Irwindale
5050 N. Irwindale Avenue
Irwindale, CA 91706

Subject: Notification of the Preparation of a 2010 Urban Water Management Plan for the Valley County Water District

Whom It May Concern:

The Valley County Water District (VCWD), pursuant to §10621(b) of the California Water Code, is hereby providing notification to the City of Irwindale of the preparation of the 2010 Urban Water Management Plan (UWMP), in compliance with the Urban Water Management Planning Act.

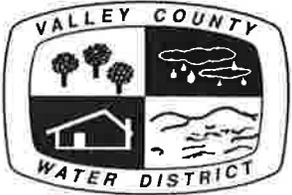
This notification is intended to inform the City of Irwindale of the opportunity to consult with, and submit comments for consideration by, VCWD regarding the UWMP during the review process.

If you need any more information, please contact me at 626-338-7301, ext. 201.

Sincerely,

A handwritten signature in black ink, appearing to read "Brian A. Dickinson", with a long horizontal flourish extending to the right.

Brian A. Dickinson
General Manager



Valley County Water District
14521 Ramona Boulevard
Baldwin Park, CA 91706

(626) 338-7301
(626) 814-2973 Fax

March 14, 2011

Mr. William T Fujioka, Chief Executive Officer
Los Angeles County
Kenneth Hahn Hall of Administration
500 W. Temple St.
Los Angeles, CA 90012

Subject: Notification of the Preparation of a 2010 Urban Water
Management Plan for the Valley County Water District

Whom It May Concern:

The Valley County Water District (VCWD), pursuant to §10621(b) of the California Water Code, is hereby providing notification to the County of Los Angeles of the preparation of the 2010 Urban Water Management Plan (UWMP), in compliance with the Urban Water Management Planning Act.

This notification is intended to inform the County of Los Angeles of the opportunity to consult with, and submit comments for consideration by, VCWD regarding the UWMP during the review process.

If you need any more information, please contact me at 626-338-7301, ext. 201.

Sincerely,

A handwritten signature in black ink, appearing to read "Brian A. Dickinson", with a horizontal line extending to the right.

Brian A. Dickinson
General Manager



Valley County Water District
14521 Ramona Boulevard
Baldwin Park, CA 91706

(626) 338-7301
(626) 814-2973 Fax

March 14, 2011

Mr. Andrew Pasmant, City Manager
City of West Covina
P.O.Box 1440
West Covina, CA 91793

Subject: Notification of the Preparation of a 2010 Urban Water Management Plan for the Valley County Water District

Whom It May Concern:

The Valley County Water District (VCWD), pursuant to §10621(b) of the California Water Code, is hereby providing notification to the City of West Covina of the preparation of the 2010 Urban Water Management Plan (UWMP), in compliance with the Urban Water Management Planning Act.

This notification is intended to inform the City of West Covina of the opportunity to consult with, and submit comments for consideration by, VCWD regarding the UWMP during the review process.

If you need any more information, please contact me at 626-338-7301, ext. 201.

Sincerely,

A handwritten signature in black ink, appearing to read "Brian A. Dickinson", written over a horizontal line.

Brian A. Dickinson
General Manager



Appendix L

Public Notification



NOTICE OF PUBLIC HEARING

VALLEY COUNTY WATER DISTRICT 2010 URBAN WATER MANAGEMENT PLAN

NOTICE IS HEREBY GIVEN that the Valley County Water District will consider a resolution to adopt the 2010 Urban Water Management Plan Update.

A public hearing will be held on Monday, June 13, 2011 at 5:30p.m. at the following location:

**Irwindale City Hall- Council Chambers
5050 North Irwindale Avenue
Irwindale, CA 91706**

**Brian Dickinson,
General Manager
Valley County Water District**

PREPARED BY



GENERAL CIVIL, MUNICIPAL, WATER AND WASTEWATER ENGINEERING
PLANNING, CONSTRUCTION MANAGEMENT AND SURVEYING
Providing Professional Engineering Services since 1986