

2010 URBAN WATER MANAGEMENT PLAN



City of El Monte

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CHAPTER 1

INTRODUCTION

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 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.

1.1 URBAN WATER MANAGEMENT PLAN

This report was prepared in accordance with the California Urban Water management Planning Act (Act)¹ which became effective on January 1, 1985. The Act requires each urban water supplier, proving water to more than 3,000 customers or supplying more than 3,000 acre-feet of water per year, to prepare and adopt an Urban Water Management Plan (hereinafter Plan or UWMP) and to review and update its Plan every five years. The primary objective of the Plan is to demonstrate conservation and efficient use of urban water supplies to ensure sufficient water supplies will be available for future beneficial use.

This Plan is an update of the City of El Monte Water Department’s (hereinafter City of El Monte or City) 2005 UWMP and reviews the activities of the City of El Monte as a retail water supplier. This Plan describes the operations of the City’s management in achieving the maximum practicable conservation and efficient use of local water resources.

¹ Water Code Sections 10610 through 10656

1.2 AGENCY COORDINATION [Section 10620 (a) – (e)]

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 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.*

The City is a sub-agency of the Upper San Gabriel Valley Municipal Water District (Upper District). Upper District, a wholesale water agency, is a member of the Metropolitan Water District of Southern California (Metropolitan). As a member-agency, Upper District delivers imported metropolitan water to its sub-agencies for direct use and groundwater recharge. Both Upper District and Metropolitan developed an UWMP for 2010 and those Plans are incorporated by reference in this Plan.

The City of El Monte notified its City Clerk, other City departments, California-American Water Company, Southern California Water Company, San Gabriel Valley Water Company, and Metropolitan of the preparation of its 2010 UWMP. Even though the City provides water only to customers within the boundaries of the City of El Monte, notification were sent to other water suppliers in the City, see Table 1.2-1. In addition, the City participated in a staff review and comments from that review were incorporated in the finalization of this Plan.

The City of El Monte made its draft 2010 UWMP available for public review from **May 25, 2011 through June 21, 2011** and held a public hearing on **June 21, 2011**. The City provided public notification of its public hearing pursuant to Section 6066 of the Government Code.

Upon completion of the public hearing, the City adopted the draft Plan, including any modifications resulting from the public hearing, as its 2010 UWMP and filed a copy of the Plan with the State of California, Department of Water Resources; the California State Library; and with the City Clerk. A copy of the adopted 2010 resolution for this Plan is located in Appendix B.

1.3 WATER MANGEMENT TOOLS [Section 10620 (f)]

Section 10620

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

This Plan describes the management tools and options used by the City to maximize local resources and minimize the need to import water. The City is bound by the Main Basin management structure, which is described in detail in Section 4.6, and maximizes the use of its groundwater supply. Additional management tools and options used by the City to maximize local water resources include the implementation of Demand Management Measures (Section 6.1), Future Water Supply Projects (Section 4.12) and Recycled Water Use (Section 4.7). Through groundwater management, conservation programs, well maintenance, future water supply programs, and recycled water use, the City has not needed to use imported water.

1.4 CHANGES TO THE PLAN [Section 10621 (a) – (c)]

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).*

There are new amendments added to the Plan and some reorganization of the water code sections since the City's last UWMP update in 2005. The additions and changes for 2010 are as follows:

1. California Water Plan
2. 20x2020 Water Conservation Plan
3. Water Conservation Bill of 2009 (SBX7-7)
4. Water Supply Assessments (SB 610)
5. Written Verifications of Water Supply (SB 221)
6. Water Meters (AB 2572)
7. Model Water Efficient Landscape Ordinance (AB 1881)
8. Demand Management Measure Implementation Compliance (AB 1420)

In accordance with Water code Section 10621, the City has reviewed its UWMP 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 of as far as data is available.

2.1 DESCRIPTION OF AREA [Section 10631 (a)]

The City of El Monte is located in the south central portion of Los Angeles County in Southern California. It is bordered to the north by the City of Arcadia and Temple City, to the west by the City of Rosemead, to the east by the San Gabriel River and to the south by the City of south El Monte. The City of El Monte occupies an area of 9.69 square miles (6,200 acres) and has a current population of approximately 130,412, in which the City's water department serves about 17.6 percent². The current population of the City's service area is approximately 22,968.

The City's service area is located in the Main Basin, as shown in Figure 2.1-1. The service area is divided into three districts: the Central District, the Northwestern District, and the Southern District, as shown in Figure 2.1-2. The Central District lies north of the San Bernardino Freeway, east of the Rio Hondo Channel and contains the principal business and shopping areas. The Northwestern District lies west of the Rio Hondo Channel and contains the heavier industries. The southern district, which lies south of the San Bernardino Freeway, is predominantly residential.

² DWR Public Water System Statistic Sheet, 2010

The City's customers are a mix of primarily single and multi-family residence with numerous commercial and industrial services. Water service is provided to customers for domestic, irrigation, fire protection and manufacturing process use.

The City's water department delivers potable water through a pressurized distribution system, which has approximately 40 miles of pipeline ranging from 2 inches to 12 inches in diameter. The city's water system also is comprised of reservoirs, booster pumps, water wells, disinfection facilities, Granulated Activated Carbon (GAC) filters and emergency connections with neighboring water purveyors.

All of the water supplied by the City is produced from the Main Basin.

2.2 CURRENT AND PROJECTED POPULATION [Section 10631 (a)]

Table 2.2-1 presents past, current, and projected population of the City of El Monte from 2000 to 2035. The current population of the City of El Monte is 130,412. The City of El Monte Water Department has estimated its service area population to be approximately 17.6 percent of the total population of the City of El Monte based on the number of active connections, the number of units served, and the number of persons per unit as derived from population density statistics. Therefore, it is estimated that the City currently serves a population of 22,968. Under the assumption that this proportion will remain relatively constant in the near future, the same factor has been used to project the future population within the City's service area for the next 5 years. The projected population within the City of El Monte is based on information provided by the Southern California Association of Governments (SCAG).

The City does not expect significant growth within its service area in the next 20 years. The City projects that any growth within its service area will result from an increase in the number of persons per dwelling unit and from re-development of existing property into

residences. By 2015, the City's service area will be "built-out" with little or no room for expansion. Service area population is expected to increase at a rate of 1.54 percent per year till build out in 2015 (2008 WMP). Subsequent years will have a minimal growth rate, estimated at 0.2 percent, that is more or less dependent on birth and death rates in the service area.

2.3 CITY DEMOGRAPHICS [Section 10631 (a)]

Table 2.2-1 presents past, current, and projected housing units and employment of the City of El Monte from 2000 to 2035. The current housing units in the City of El Monte are 28,871 and the current employment numbers are 36,880. Both housing units and employment numbers are expected to continue increase over the next 10 to 15 years, as shown on Figure 2.3-1. The projected demographic numbers within the City of El Monte are based on information provided by the Department of Finance (DOF) and the Southern California Association of Governments (SCAG).

2.4 CLIMATE [Section 10631 (a)]

The City's service area is located in the San Gabriel Valley which provides a generally dry climate. Winter temperatures are generally between the low 40's and the mid 70's. Summer temperatures are generally between low 60's and the high 80's. The average rainfall in the San Gabriel Valley is approximately 18 inches per year. Table 2.3-1 shows the average monthly ETo, rainfall, and temperature for the City of El Monte area.

CHAPTER 3

WATER DEMANDS

3.1 PAST AND CURRENT WATER USE [Section 10631 (e) (1)]

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*

The City of El Monte currently supplies a population of approximately 22,968 with water through 3,536 service connections. The historic and projected water demand and service area population within the City is shown on Table 3.1-1. The historic water demand since 1995 has been about 889 million gallons per year. The City's water users include single family residential, multi-family residential, commercial, institutional, and irrigation. The City's single-family residential sector and commercial sector make up the majority of the water users. The City's single-family sector uses about 41 percent of the city's water demand and the City's commercial sector uses about 32 percent of the City's water demand. The remainder of the City's water demand is broken down by: multi-family residential sector use of about 16 percent, industrial sector use of about 8 percent and irrigation use of about 3 percent.

Unaccounted water loss within the United States typically ranges from 3 to 10 percent. The amount of unaccounted-for water is determined by subtracting the amount of water billed of the City's customers from the total amount of water produced from City's Wells. Based on a

comparison of data from 1993, an estimate of unaccounted-for water loss in the city's service area averaged about 5 percent.

Table 3.1-2 and Table 3.1-3 show the water use deliveries for the City from 2005 and 2010, respectively. Additionally, Table 3.1-4 identifies the historic water demand by customer type for the past 10 years.

3.2 WATER DEMANDS [Section 10631 (e) (1-2) and (k), Section 10631.1 (a)]

Section 10631

(e) (1) See Section 3.1 Above.

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

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 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).

Section 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.

The projected (next 25 years) water use for the City of El Monte is expected to increase at the same rate as the projected increase on the City's service area population. The City estimates it will be built-out by 2015 with little room for extensive industrial, commercial and/or residential development. Large-scale development would be confined to the replacement of existing structures. Accordingly, water use should not be measurably impacted. The projected water use is expected to increase at a rate of 1.54 percent per year till build out in 2015 (2008 WMP). Since build out is expected to occur in 2015, the following years will have a minimal growth rate, estimated at 0.2 percent, that is more or less dependent on birth and

death rates in the service area. Projected water use for years 2015 through 2035 is shown on Tables 3.2-1 through 3.2-3. Besides the water uses shown on Table 3.1-1 through Table 3.1-3 and Tables 3.2-1 through 3.2-3 additional current or future water uses are not expected.

As required by SB 1087, the projected lower income household water demands are presented in Table 3.2-4. Lower income households are those with less than 80 percent of the median income. The projected lower income household water demands were developed based on the projected number of Lower income households in proportion to the total number of households. According to the City's General Plan, approximately 57 percent of households in the City earn a low income. The City's demand projections presented in this section are consistent with the City's target demands.

3.3 BASELINES AND TARGETS [Section 10608.20 (e)]

Section 10608.20

(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.

The Water Conservation Bill of 2009 (SBX7-7) set forth requirements for each water supplier to include baseline daily per capita water use, urban water use target, interim urban water use target, and compliance daily per capita water use in the 2010 UWMP. The goal of SBX7-7 is to achieve a 20 percent reduction in water use per capita, statewide, by 2020. DWR provided technical methodologies to aid in the determination of baseline and target per capita water uses.

The City currently has no recycled water deliveries, so a continuous 10 year period was used in determining base daily per capita water use. The City's distribution system area and service area population are based on the City's 2008 WMP Update. Tables 3.3-1 through 3.3-3 present base period ranges, gross water use, and per capita water use information for the City.

The City's 10 year base daily per capita water use is 113 GPCD and the City's 5 year base daily per capita water use is 110 GPCD.

After evaluating the four methodologies for determining per capita water use target, the City determined Method 3 would be best fit. Using Method 3, the per capita water use target is based on 95 percent of the applicable state hydraulic region target. The City is located in the South Coast hydraulic region, as shown on Figure 3.3-1. The 2020 target for the South Coast region is 149 gallons per capita per day (GPCD). Following Method 3, 95 percent of the regional target results in a per capita water use target of 142 GPCD. However, since 95 percent of the 5 year base daily per capita water use, 105 GPCD, is lower than the regional target, 142 GPCD, the per capita water use target was set at 105 GPCD.

Once both the base daily per capita water use, 113 GPCD, and the per capita water use target, 105 GPCD, were determined, the City established the interim base daily per capita water use goal for 2015. The interim per capita water use of 109 GPCD will be used by the City as the target conservation goal to reach by 2015.

3.4 WATER USE REDUCTION PLAN [Section 10608.36]

Section 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.

CWC §10608.20

Urban retail water suppliers are to prepare a plan for implementing the Water Conservation Bill of 2009 requirements and conduct a public meeting which includes consideration of economic impacts.

The City's water department has joined other water agencies throughout the region in raising the level of response to a prolonged water shortage and has declared a Level 2 Drought Condition. The Level 2 drought condition has water use provisions for leaks, washing, irrigation and restraints and hotels. There are exceptions for public benefitting governmental functions,

water distribution facilities, residential and commercial plumbing, and permanently installed landscaped irrigation systems. Compliance guidelines state that:

1. No customer of the El Monte Water Department or person who uses water provided by the El Monte Water Department shall knowingly use, or permit the use of water in a manner contrary to any provision of this Chapter, or in an amount in excess of that use permitted by the provisions of this Chapter or that is reasonably necessary to satisfy the water usage need.
2. Unless otherwise provided, any person who violates any provision of this Chapter shall be guilty of an infraction or misdemeanor as hereinafter specified at the City's discretion, and each day or portion thereof such violation is in existence shall be a new and separate offense.

The City has monetary penalties ranging from \$25 to \$1,000 for "person" (i.e natural person, corporation, partnership, sole proprietorship, public or private entity, public or private association, public or private agency, governmental agency or institution, school district, college university) found convicted of violating the Level 2 Drought Conditions.

CHAPTER 4

WATER SUPPLY

4.1 EXISTING AND PLANNED WATER SUPPLY SOURCES [Section 10631 (b)]

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).

The City of El Monte water department is a retail water company serving portions (about 17.6 percent) of the City of El Monte. The City depends only on ground water supplies from the Main Basin as its existing and planned source of water supply. Although there is no limit on the quantity of water that may be extracted by parties to the Main Basin adjudication, including the City of El Monte, groundwater production in excess of water rights, or the proportional share (pumper's share) of the Operating Safe Yield, requires purchase of imported replacement water to recharge the Main Basin. The City of El Monte has a pumper's share of 1.40888 percent of the Operational Safe Yield. For fiscal year (FY) 2009-10, the Operating Safe Yield was established at 170,000 acre-feet; therefore, the City of El Monte's pumping right was equal to 2,395.096 acre-feet. For FY 2010-11 the Operating Safe Yield remains at 170,000 acre-feet, but from FY 2011-12 through FY 2014-15 the Operating Safe Yield will be reduced to 150,000 acre-feet. Therefore, the City of El Monte's pumping right will also be reduced to 2,113.320 acre-feet. If the City pumps more than the allocated amount of water, replacement water must be purchased from Upper District to offset demands in excess of the City's water rights.

The City produces groundwater from its four active wells (Wells 2A, No. 10, No. 12, and No. 13) in the Main Basin, as shown on Figure 2.1-1. The two inactive wells, Well 3 and Well 4, are permitted by the Department of Public Health (DPH) for "Standby" operation due to high levels of nitrates, and would only be used in an emergency. The City's wells have pumping

capabilities ranging from about 900 gallons per minute (gpm) to about 3,000 gpm. The total capacity of the City's wells is about 9,500 gpm (or about 14,000 acre-feet per year).

The City's historic groundwater production from the Main Basin, from FY 1975-76 through FY 2009-10 is shown on Table 4.1-1. Historically, the City's groundwater production has ranged from about 2,500 acre-feet to about 4,000 acre-feet. In FY 2009-10, the City produced about 2,678 acre-feet of groundwater from its wells. The City's past, current, and projected water rights, production, and transactions from groundwater are shown on Table 4.1-2. It includes adjudicated water rights, water production, and transfers from FY 1997-98 to FY 2014-15, which was provided in the Main San Gabriel Basin Watermaster Annual Reports for each fiscal year. As indicated in blue text, Table 4.1-2 also shows projected water rights and transactions for the next 20 years will not exceed 3,100 acre-feet.

4.2 DESCRIPTION OF GROUNDWATER BASIN [SECTION 10631 (b)]

Section 10631 (b)

(2) A description of any groundwater basin or basins from which the urban water supplier pumps groundwater.

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 Figure 4.2-1.

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 the Merced and Puente Hills, just northwest of the City of Whittier, through which the San Gabriel River and 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. Of the approximately 490 square miles of drainage area upstream of Whittier Narrows, about 167 square miles are valley lands, and about 323 square miles are mountains and foothills.

The Main Basin includes essentially 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 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 Basin Municipal 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, described above. The Puente Basin although tributary to the Main Basin, is not included in the Main Basin administered by the Main Basin Watermaster.

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

Urbanization of the San Gabriel Valley began in the early part of the twentieth century, but until the 1940's, agricultural land use occupied more area than residential and commercial land use. After World War II agricultural areas 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.

The Department of Water Resources Bulletin 118 does not identify the Basin as being in overdraft.

4.2.1 GEOLOGY

The Main Basin consists of a roughly bowl-shaped depression in the bedrock, filled over millions of years with alluvial deposits. This bowl-shaped depression is relatively deep; the elevation of the base of the groundwater reservoir declines from about 800 feet above mean sea level (MSL) in the vicinity of San Dimas at the northeast corner of the Main Basin to about 2,200 feet below MSL in the vicinity of South El Monte (California Department of Water Resources, 1966).

Most of the alluvium deposited within this depression is debris from the San Gabriel Mountains, washed and blown from the side of the mountains over time. This process has also resulted in the materials within the Main Basin varying in size from relatively coarse gravel nearer the mountains 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 northeaster portion of the Main Basin near the Mountains to nearly 4,000 feet in the South El Monte area (California Department of Water Resources, 1966).

The soils overlying the Main Basin average about 6 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 its area has been paved and many miles of stream channel have been lined for flood control purposes, thus decreasing infiltration of water through streambeds. More detailed Main Basin geology is

discussed in the report entitled “Planned Utilization of Ground Water Basins, San Gabriel Valley, Appendix A: Geohydrology”(California Department of Water Resources, 1966).

4.2.2 HYDROGEOLOGY

The total fresh water storage capacity of the Main Basin is estimated to be about 9.5 million acre-feet. Of that, about 1.1 million acre-feet has been used historically in Main Basin operations. The change in groundwater elevation at the Baldwin Park Key Well (Key Well) is representative of changes in groundwater in the Main Basin. One foot of elevation change at the Key Well is roughly the equivalent of about 8,000 acre-feet of water storage. The location of the Key Well is shown on Figure 4.2.2-1 and hydrograph of the Key Well is shown on Figure 4.2.2-2. The historic 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 historic low was recorded in December 2004 at 195.5 feet, at which time Main Basin storage was estimated to be about 7,600,000 acre-feet. The Key Well hydrograph shown on Figure 4.2.2-2 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 of the southwest. The most recent groundwater contour map is shown on Figure 4.2.2-3. Groundwater movement in the northern and northeastern regions of the Main Basin is affected by faulting. The Raymond Fault located in the north westerly portion of the Main Basin separates the Raymond Basin from the Main Basin, for example.

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

report "Planned utilization of Ground Water Basins, San Gabriel Valley, Appendix A: Geohydrology" (California Department of Water Resources, 1966).

4.2.3 HYDROLOGY

The major sources of recharge to the Main Basin are direct penetration of rainfall on the Valley floor, percolation of runoff from the Mountains, percolation of imported water and return flow from applied water. Table 4.9-1 shows historic annual rainfall in the San Gabriel Valley. Rainfall occurs predominately in the winter months and is more intense at higher elevations and closer to the San Gabriel Mountains. Rainfall can also be highly variable from year to year. In water year 1960-61 the total rainfall (four-station average) was less than 6 inches, while in 1982-83 the total rainfall (four-station average) was nearly 40 inches.

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

The Main Basin is bisected by the San Gabriel River. The San Gabriel River originates at the confluence of its west and east forks in the San Gabriel Mountains. It flows through the San Gabriel Canyon and enters the Main Basin at the mouth of the canyon north of the City of Azusa, see Figure 4.2.3-1. The San Gabriel River flows southwesterly across the Valley to Whittier Narrows, a distance of about 15 miles. It exits the Valley at Whittier Narrows, and transverses the Coastal Plan 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 northwest 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 bifurcates in the upper middle portion of the Main Basin, forming a channel to the west of and parallel to the San Gabriel River, known as the Rio Hondo. The Rio Hondo is fed by tributaries draining the westerly portion of the Main Basin, including Sawpit Wash, Santa Anita Wash, Easton Canyon Wash, Rubio Wash and Alhambra Wash, all of which originate in the San Gabriel Mountains or the foothills. The Santa Anita Wash, Eaton Canyon Wash, Rubio Wash and Alhambra Wash all cross the Raymond Basin area before entering the Main Basin. The channel of the Rio Hondo passes through Whittier Narrows westerly of the San Gabriel River, and then flows southwesterly to join Los Angeles River on the Coastal Plain.

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

Many of the stream channels tributary to the San Gabriel River have been improved with concrete banks (wall) and concrete-lined bottoms. These stream channel improvements have significantly reduced the area of previous stream channels and reduced Main Basin recharge. A number of odd-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 Figure 4.2.2-1. Some of these facilities are accessible to import water supplies, while some facilities receive only local runoff.

The paths of the surface streams are mirrored in the solid and in the direction of groundwater movement in the Main Basin. The tributary creeks and washes, carrying smaller mouths of water, generally flow toward the center of the 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 in the Main Basin is from the north to the center of the Main Basin as shown on Figure 4.2.2-3. The greatest infiltration and transmissivity rates of solid in the Main Basin are form 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.

4.3 GROUNDWATER QUALITY [Section 10643 (a)]

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.

The California Department of Public Health (CDPH) categorizes wells as “active” or “inactive” according to the availability of using a well in a water systems normal operation. All five of the City’s current production wells are considered active by the CDPH. The city currently supplies water to its customers from its five active wells (Wells No. 2A, 4, 10, 12, and 13), as described in Section 4.1. Historically, Volatile Organic Compounds (VOCs) have also been detected at Wells No. 2A, 10, and 12 above the maximum contamination level (MCL). However, the City has a VOC treatment facility to manage the VOCs in its water supply at these wells. The City uses a GAC filters to treat VOCs at its treatment facility. Under the existing VOC treatment approved by the CDPH, all water delivered to the City’s customers meets CDPH guidelines. Well

No. 3 is permitted by CDPH for “Standby” operation due to high levels of Nitrates and would only be used in an emergency.

4.4 PAST AND CURRENT LOCATION, AMOUNT AND SUFFICIENCY OF GROUNDWATER [Section 10631 (b) (3)]

Section 10631 (b)

(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.

The City produces groundwater through its five active wells in the Main Basin. The groundwater supply from the Main Basin is pumped to the City’s facilities and then delivered to the City’s customers.

The Main Basin is managed by the Main Basin Watermaster, which is further discussed in Section 4.6. Section 42 of the Main Basin Judgment (Basin Operating Criteria) 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 4.2.2-2 shows the historic fluctuation of the Key Well since the Main Basin was adjudicated in 1973 and demonstrates that the Main Basin was generally operated between elevation 200 feet and 250 feet above msl. Furthermore, at elevation 200 feet msl at the Key Well, the Main Basin has about 7,600,000 acres-feet of available storage. During the period of management under the Main Basin Judgment, significant drought events have occurred from 1969 to 1977, 1983 to 1991 and 1988 to 2004. In each drought cycle, the main Basin was managed to maintain its water levels. Therefore, based on historic management practices, the City will have adequate groundwater supply from the Main Basin over the next 25 years under single and multiple droughts.

4.5 PROJECTED LOCATION, AMOUNT AND SUFFICIENCY OF GROUNDWATER [Section 10631 (b) (4)]

Section 10631 (b)

(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 record.

As shown in Table 2.2-1 and described in Section 2.2, the City expects to be built out by 2015. From 2010-2015, the City's expects limited growth within its service area at a rate of about 1.5 percent per year; and from 2015 to 2035, the City expects the population within its service area to increase at a rate less than 1 percent per year. The projected amount of water the City will pump from the Main basin is expected to increase at the same rate as the increase in service area population. Tables 3.2-1 through 3.2-3 show the projected water supplies for the City of El Monte from years 2015 to 2035. As shown on Table 4.1-1, the historic maximum ground water production since FY 1975-76 was about 3,380 acre-feet in FY 1985-86. The projected amount of groundwater to be pumped over the next 25 years is not expected to exceed 3,600 acre-feet per year. The main Basin is managed to maintain adequate future water supplies, as further described in the following section.

4.6 GROUNDWATER MANAGEMENT PLAN [Section 10631 (b) (1-2)]

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) 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.*

4.6.1 GROUNDWATER MANAGEMENT IN THE MAIN SAN GABRIEL BASIN

Management of the water resources in the Main Basin is based upon Watermaster Services under two Court Judgments: San Gabriel River Watermaster (River Watermaster)³ and Main San Gabriel Basin Watermaster (Main Basin Watermaster)⁴. The City of El Monte was a defendant in Long Beach Judgment and Main Basin Judgment and as such had participation. The City also participates in the Main Basin management described in the Main Basin Watermaster document entitled “Five year Water Quality and Supply Plan”. These three basin management documents are described in the following sections.

4.6.1.1 LONG BEACH JUDGMENT

On May 12, 1959, the Board of Water Commissioners of the City of Long Beach, Central Basin Municipal Water District (Central basin Municipal), and the City of Compton, as plaintiffs, filed an action against the San Gabriel Valley Water Company and 24 other producers of groundwater from San Gabriel Valley, including The City, as a defendant. This action sought a determination of the rights of the defendants in and to the waters of the San Gabriel Rivers system and to restrain the defendants from an alleged interference with the rights of plaintiffs and persons represented by the Central Basin Municipal in such waters. After six years of study and negotiation a Stipulation for Judgment was filed on February 10, 1965. Under the terms of

³ 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.

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

the Long Beach Judgment, the water supply of the San Gabriel River system was divided at Whittier Narrows, the boundary between San Gabriel Valley upstream and the coastal plain of Los Angeles County downstream. A copy of the Long Beach Judgment is located in Appendix B.

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

Make-up water is imported water purchased by the Main San Gabriel Basin Watermaster (Main Basin Watermaster) and delivered to agencies in Central Basin Municipal 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 the Valley for the 10 years ending with the year for which entitlement is calculated.

The detailed operations described in the Long Beach Judgment are complex and require continuous compilation of data so that annual determinations can be made to assure compliance with the Long Beach Judgment. In order to do this, a three-member Watermaster was appointed by the Court, one representing the Upper Area parties, including the City, nominated by and through Upper district, one representing the Lower Area parties nominated by and through Central Basin Municipal Water District (Central Basin Municipal), and one jointly nominated by Upper District and Central Basin Municipal. 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 its determinations of usable water received by the Lower Area, and to prepare its annual report to the Court and to the parties. The River Watermaster has rendered annual reports for the water years 1963-64 through 2009-10 and operations of the river system under Long Beach Judgment and through the administration by the River Watermaster have been very satisfactory since its inception.

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

4.6.1.2 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, including the City. After consideration by the Association membership, Upper District was requested to file as plaintiff, and did file, an action on January 2, 1968, seeking an adjudication of the water rights of the Main Basin and its relevant Watershed. In addition, the City was included as a defendant. After several years of study (including verification of annual water production) and negotiations, a stipulation for entry of Judgment was approved by majority of the parties, by both the number of parties and the quantity of rights to be adjudicated. Trial was held in late 1972 and Judgment (Main Basin Judgment) was entered on January 4, 1973. A Copy of the Main Basin Judgment is located in Appendix C.

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 nine-member Watermaster. Six of those members are nominated by water producers (producer members) and three members (public members) are nominated by Upper District and the San Gabriel Valley Municipal Water District which overlie most of the Main Basin. The nine-member board employs a staff, an attorney and a consulting engineer. The Main Basin Watermaster holds public meetings on a regular monthly basis through the year. A copy of the Main San Gabriel Basin Watermaster's Rules and Regulations is located in Appendix D.

The Main Basin Judgment does not restrict the quantity of water which Parties may extract from the Main Basin. Rather, it provides a means for replacing with Supplemental Water all annual extractions in excess of a Party's annual right to extract water. The Main Basin Watermaster annually established 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 the City 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 purchase 1 acre-foot of Supplemental Water to be spread in the Main Basin for each acre-foot of excess production.

In addition to Replacement Water Assessments, the Main Basin Watermaster levies an Administration Assessment to fund the administration of the Main Basin management program under the Main Basin Judgment and a Make-up Obligation Assessment in order to fulfill the requirements for any Make-up Obligation under the Lind Beach Judgment and to supply 50 percent of the administration costs of the River Watermaster service. The Main Basin Watermaster levies an In-lieu Assessment and may levy special Administration Assessments.

Water rights under the Main Basin Judgment are transferable by lease or purchase as long as such transfers meet the requirements of the Main Basin Judgment. There is also provision for Cyclic Storage Agreements by which Parties and non-parties may store imported

supplemental water in the Main Basin under such agreements with the Main Basin Watermaster pursuant to uniform rules and conditions and Court approval.

The Main Basin Judgment requires that the Main Basin Watermaster will not allow imported water to be spread in the main part of the Main Basin when the ground-water elevation at the Baldwin Park Key Well⁵ (Key Well) exceeds 250 feet; and that the Main Basin Watermaster will, insofar as practicable, spread imported water in the Main Basin to maintain the ground-water elevation at the Key Well above 200 feet. One of the principal reasons for the limitation on spreading imported water when the Key Well elevation exceeds 250 feet is to reserve ample storage space in the Main Basin to capture native surface water runoff when it occurs and to optimize the conservation of such local water. Under the terms of the Long Beach Judgment, any excess surface flows that pass through the Main Basin at Whittier Narrows to the Lower Area (which is then conserved in the Lower Area through percolation to groundwater storage) is credited to the Upper Area as Usable Surface Flow.

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

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

⁵ The 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.

The Main Watermaster has entered into a Cyclic Storage Agreement with each of the three municipal water districts. One is with the Metropolitan and the 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 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 is often delivered to lined stream channels and conveyed to the Lower Area. Make-up Water is required to be delivered to the Lower Area by 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.

4.6.1.3 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. Watermaster's mission was to generally manage the water supply of the Main Basin. During the last 1970s and early 1980s, significant groundwater contamination was discovered in the Main Basin. The contamination was caused in part by past practices of local industries that had carelessly disposed of industrial solvents, referred to as Volatile Organic Compounds (VOCs), as well as by agriculture operations that

infiltrated nitrates into the groundwater. Cleanup efforts were undertaken at the local, state, and federal level.

By 1989, local water agencies, including the City, adopted a joint resolution regarding water quality issues that stated that Main Basin Watermaster should coordinate local activities aimed at preserving and restoring the quality of groundwater in the Main Basin. The joint resolution also called for a cleanup plan. In 1991, the Court granted Main Basin Watermaster the authority to control pumping for water quality purposes. Accordingly, Main Basin Watermaster added Section 28 to its Rules and Regulations regarding water quality management. The new responsibilities included development of a Five-Year Water Quality and Supply Plan, updating it annually, submitting it to the California Regional Water Quality Control Board, Los Angeles Region, and making it available for public review by November 1 of each year. A copy of the "Five-Year Water Quality and Supply Plan" is located in Appendix E.

The Main Basin Watermaster prepares and annually updates the Five-Year Water Quality and Supply Plan in accordance with the requirements of Section 28 of its Rules and Regulations. The objective is to coordinate groundwater-related activities so 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 the Main Basin Watermaster plans to:

1. monitor groundwater supply and quality;
2. develop projections of future groundwater 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 Main Basin;
5. address Perchlorate, N-nitrosodimethylamine (NDMA), and other emerging contaminants in the Main Basin;
6. develop a cleanup and water supply program consistent with the U.S. Environmental Protection Agency (USEPA) plans for its San Gabriel Basin Superfund sites; and

7. coordinate and manage the design, permitting, construction, and performance evaluation of the Baldwin Park Operable Unit (BPOU) cleanup and water supply plan.

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

Main Basin Watermaster prepares a report on the implications of the proposed activity. As a party to the Main Basin Judgment, the City reviews a copy of these reports and is provided the opportunity to submit comments on the proposed activity before Main Basin Watermaster Board takes its final action.

4.7 RECYCLED WATER USE

The City does not currently use recycled water due to the lack of infrastructure and the cost to construct a pipeline from the treatment plants in the Whittier Narrows area to the City's service area. However, reclamation of wastewater in the Main Basin has been extensively reviewed in both local and regional studies. In 1976, San Gabriel District and Upper District completed a study entitled "Potential use of Reclaimed Water groundwater Replenishment in the Main San Gabriel Basin." This study was updated at the request of the Main Basin Watermaster in 1980 and again in 1987. This study along with others, concluded water reuse in the Main Basin could be feasible, however, the cost of utilizing recycled water varies widely with the quantity to be used and the distance required diverting the water from the treatment plant to the point of use. Due to this finding, the City could not directly benefit from a large scale recycling project due to its distance from the source of supply. However, the City could

receive indirect benefits from a large-scale recycling project through the reduction on groundwater pumping in the Main Basin.

4.7.1 WATEWER COLLECTION AND TREATMENT SYSTEMS **[Section 10633 (a), (b)]**

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:

- (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.*

The Los Angeles County Sanitation District (LACSD) has two reclamation plants, which can be utilized by the Main Basin. The Whittier Narrows Water Reclamation Plant (WNWRP), which began operation in 1962, currently has a capacity of 15 million gallons per day (mgd) and provides coagulated, filtered, and disinfected tertiary treatment. The San Jose Creek Reclamation Plant (SJCWRP), which began operation in 1971, currently has a treatment capacity of 100 mgd and provides coagulated, filtered, and disinfected tertiary effluent. According to records provided by the LACSD, approximately 66 percent of the effluent is reused as recycled water. The balance of effluent is discharged to the San Gabriel River and eventually flows to the ocean. As stated earlier, reclaimed water used by the Lower Area for groundwater recharged may be used to fulfill a portion of the Upper Area's Make-Up Water obligation to the Lower Area under the terms of the Long Beach Judgment.

In 1984, the LACSD released a Health Effects Study on the proposed use of reclaimed water groundwater replenishment. That report recommended that existing quantities of reclaimed water allowed for groundwater replenishment be increased. As a result, increased uses of reclaimed water from the SJCWRP for groundwater replenishment are now being considered.

4.7.2 RECYCLED WATER USE [Section 10633 (c)]

Section 10633

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

Currently recycled water is not being utilized within the City's service area. At this time, the City does not have an opportunity to incorporate recycled water into its supply.

4.7.3 PROJECTED AND POTENTIAL USES OF RECYCLED WATER [Section 10633 (d), (e)]

Section 10633

- (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, ground water recharge, and other appropriate uses, and a determination with regard to the technical and economic feasibility of serving those uses.*
- (e) The projected use of recycled water within the supplier's service area at the end of 5, 10, 15, and 20 years, and a description of the actual use of recycled water in comparison to uses previously projected to this subdivision.*

The City does not use recycled water and anticipates there will be no recycled water use within the next 20 years due to relatively small users. 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 over 600 potential recycled water users within the Main Basin; 14 of the potential recycled water users are located within the City of El Monte's service area. The name and annual water usage of these potential recycle water users are shown on Table 4.7.3-1. The potential recycled water uses within the City's service area include parks, schools and businesses.

4.7.4 FUTURE PLANS TO USE RECYCLED WATER [Section 10633 (f), (g)]

Section 10633

- (f) A description of actions, including 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 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.*

No sources of recycled water are currently available to the City. However, whenever recycled water becomes available in the service area, the City will conduct cost/benefit analysis for recycled water projects, and seek creative solutions for optimizing recycled water use.

4.8 DESALINATED WATER [Section 10631 (i)]

Section 10631

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

The City does not have opportunities to incorporate desalinated water into its water supply. Groundwater produced from the Main Basin is low in Total Dissolved (TDS) and does not require desalination. The average TDS value for the City wells is about 345 milligrams per liter (MG/L). Therefore, the City does not have the need to desalinate water at this time.

4.9 VULNERABILITY TO SEASONAL OR CLIMATE SHORTAGE [Section 10631 (c)]

Section 10631

- (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 sources that may not be available at a consistent level of use, given specific legal, environmental, water quality, or climate factors, described plans to supplement or replace that source with alternative sources or water demand management measures, to the extent practicable.*

As noted in Section 4.4, over the past 30 years the Main Basin has gone through three distinct multiple dry water cycles each lasting four years or more. During each of the three multiple dry year cycles, however, the Main Basin has provided adequate supplies for the

producers in the Main Basin. Therefore, the City of El Monte can rely on its Main Basin water supply source in an average, single-dry or multiple dry water years.

The reliability of the water supply for the City of El Monte is primarily dependent upon the management of Main Basin, which is based on its adjudication. The City can rely on its water supply sources from the Main Basin in an average water year, a single-dry water year and during a multiple-dry water year.

Information regarding the reliability of the groundwater supply from Main Basin is based on the 52-year rainfall data for the San Gabriel Valley. Table 4.9-1 summarizes the rainfall within the San Gabriel Valley from 1958-59 through 2009-10. According to the rainfall data, the Main Basin experienced a single dry year in 1998-99 in which the total amount of rainfall was about 8.6 inches and a multiple dry year sequence from 1999-00 through 2001-02 in which the total amount of rainfall was about 14.4 inches, 15.5 inches, and 6.4 inches respectively. Further discussed in Section 5.1, Table 5.1-2 shows the historic water supplies for an average year, single dry year and multiple dry years in which the City was able to provide a reliable supply of water to its customers.

4.10 EXCHANGES AND TRANSFERS [SECTION 10631 (d)]

Section 10631

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

The City is a party to the Main Judgment and has adjudicated water rights. The Main Basin Judgment does not restrict the quantity of groundwater that can be produced, but provides for a Replacement Water Assessment for production in excess of water rights. The Main Basin Judgment also allows parties to enter into temporary transfers (leases) of water rights to acquire additional water rights on an annual basis to reduce the quantity of production that may be subject to a Replacement Water Assessment.

In addition, the City may purchase water through three emergency interconnections with local water purveyors, if needed. The locations of the City's emergency interconnections are shown on Figure 2.1-1. The city's three emergency interconnections have a total capacity of 5,200 gpm, see Table 4.10-1. The City has an emergency interconnection with the San Gabriel Valley Water Company, which is a six-inch connection that has a capacity of 1,200 gpm. The City has an emergency interconnection with the California – American Water Company, which is an eight-inch connection that has a capacity of 2,000 gpm. In addition, the City has two-way eight-inch connection with the Southern California Water Company, which has a capacity of 2,000 gpm.

4.11 WATER USE PROJECTIONS [Section 10631 (k)]

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 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).

All of the city of El Monte's water supply is from groundwater pumped from the Main Basin. The City relies on groundwater from the Main Basin for its current and projected source of water and does not rely on imported water from a wholesale agency. Therefore, section 10631 (k) does not apply to the City.

4.12 FUTURE SUPPLY OPPORTUNITIES [Section 10631 (h)]

Section 10631

(e) 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.

The City of El Monte has groundwater pumping rights in the Main Basin, which ensures a reliable water supply for the City's future water demand due to the Main Basin's management structure, which is described in Section 4.6. The City maximizes the use of its local water supply sources and can expect to utilize its groundwater production wells for future demand by performing routine maintenance on its water system. Therefore, the City has not needed to develop future water supply projects. However, in addition to maintain its existing reliable supply, the City may choose to enter into a Cyclic Storage Agreement it could store imported water in the Main Basin for a period of up to five years to be used to offset a future Replacement Water Requirement. The City will evaluate the merits in participating in this program.

CHAPTER 5

WATER SUPPLY RELIABILITY AND WATER SHORTAGE CONTINGENCY PLANNING

5.1 WATER SERVICE RELIABILITY [Section 10635 (a)]

Section 10635

(a) Every urban water supplier shall include, as part of its urban management plan, an assessment of the reliability of its water service to its customer 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.

The city of El Monte obtains its water supply from groundwater wells located in the Main Basin. The management structure of the Main Basin ensures future water supply for the City. Section 4.6 provides a description of the management of water resources in the Main Basin, as well as provides information on basin management. Section 4.9 demonstrates the management structure of the Main Basin, can provide a reliable source of groundwater supply for the City in an average, single-dry and multiple-dry water years. In addition, Tables 5.1-1 and 5.1-2 show the City's historic water supply assessment for a normal, single dry and multiple dry water years. Table 4.1-1 and Table 4.1-2 show groundwater supply in the Main Basin has remained stable for over 40 years, as shown on Figure 4.2.2-2. Therefore, the City's continued use of groundwater is determined to be adequate. A water supply reliability assessment comparing the City's current water supply during a normal year to multiple dry years is shown in Table 5.1-3. Table 5.1-4 shows factors that affect the City's water supply. Table 5.1-5 projects normal year water demands based on a 2010 average City demand of 2,830 AF (based on 2010 well production records) and makes a comparison with available water supplies. Projected water supply and demands during a single dry year have been based on a 10 percent reduction in the OSY set by the Main San Gabriel Basin Watermaster and a 10 percent

reduction in demand based on a Stage II Water Alert, shown on Table 5.1-6. Projected water supply and demands during multiple dry years have been based on a 20 percent reduction in the OSY set by the Main San Gabriel Basin Watermaster and a 17 percent reduction in demand based on a Stage III Water Alert, shown on Table 5.1-7.

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

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.*

The City has developed a 'six staged' rationing plan including up to 50 percent reduction in water supply if the City experiences a water supply shortage. The City's plan includes voluntary and mandatory stages. In the event of a prolonged and severe drought, the rationing programs could be implemented as shown in Table 5.2-1.

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

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.*

The City's three-year drought sequence was fiscal years 1999-00 to 2001-02. During those years, the City had adequate water supply to meet its demands, as shown on Table 4.1-2. The City did not experience water supply problems to meet its customer's demands. It anticipated the City will be able to provide adequate water to its customers during a future three-year drought period. Base on the 1999-00, 2000-01, and 2001-02 drought years, it is estimated that the minimum water supply available during each of the next three water years is about 4,000 acre-feet and consumption is expected to be below that, as shown in Table 5.1-3.

5.4 CASTASTROPHIC SUPPLY INTERRUPTION PLAN [section 10632 (c)]

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 City of El Monte Water Department has an Emergency Response Plan (ERP) that includes an emergency responses communication network.

The City's ERP was developed and implemented in 1997 and updated in 2005, as shown in Appendix F. The key elements of the ERP have been identified as the following:

- Design and implement an effective emergency response communication system.
- Develop an interagency mutual aid program.
- Prepare an emergency response plan, which will include section on water supply, water quality, emergency response plan, which will include section on water supply, water quality, emergency operations center (EOC), and an information resource list, which will include telephone numbers and supplies.

Also included in the ERP is information that defines the type of emergencies that initiate the Plan into action, define the procedures and protocol for communication, automatic notification procedures, EOC staffing, EOC supply lists, damage assessment procedures and boil water notification procedures.

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

Section 10632

- (d) Additional, mandatory prohibitions against specific water use practices during water shortages, including, but not limited to, prohibiting the use of portable 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 50 percent reduction in water supply.*
- (f) Penalties or charges for excessive use, where applicable.*

In May 1990, the El Monte City council passed and adopted Resolution No. 7045, a resolution incorporating a program of voluntary water Conservation to reduce water consumption by ten percent, as shown in Appendix G. The Resolution committed the City to the following measures:

1. An irrigation audit.
2. Restrict irrigation during the hot hours of the day, during morning and evening peak hours and avoid irrigation on windy days.
3. Shut-off decorative fountains unless a water recycling system is used.
4. Refrain from hosing down driveway, sidewalks and other paved surfaces except for health or sanitary reasons.
5. Retrofit plumbing fixtures with low flow devices.
6. Repair leaks in plumbing.

The resolution also urged the customers of the City to adopt the following voluntary measures:

1. Adjust sprinklers and irrigation systems to avoid overspray, run-off and waste.
2. Avoid watering during the hot part of the day and/or during morning and evening peak hours and avoid watering on windy days;
3. Install new landscaping, low-water-using trees and plants and efficient irrigation system;
4. Shut-off decorative fountains unless a water recycling system is used;
5. Do not hose down driveways, sidewalks, and other paved surfaces, except for health or sanitary reasons;
6. Install pool and spa covers to minimized water loss due to evaporation;

7. Do not allow the hose to run while washing the car and to use a bucket or hose with an automatic cut off valve;
8. Retrofit indoor plumbing fixtures with low flow devices;
9. Check faucets, toilets, and pipes, both indoor and outdoor, for leaks and repair immediately.

The resolution also had provisions for the adoption of a mandatory conservation program in the case that the voluntary program was ineffective on meeting the goal of a ten percent reduction of consumption.

The City will continue to support and promote water conservation measures to ensure an adequate supply of water to its customers. The City will also continue to examine additional supply sources including leased and purchased pumping rights, water recycling, water transfers and imported water.

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

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.

The City of El Monte Water Department annual income comes from the sales of water to its customers. Customer billings make up over 94 percent of the Water Department's total revenue. Miscellaneous sources of income include interest, penalties, customer application charges and fees. The City of El Monte Water Department's current rate schedule is shown in Appendix H.

The City does not expect any water shortages in the next 25 years. However, hypothetically if the City received up to a 50 percent reduction in water supplies, the City's

water rate structure is designed to provide adequate reserves to allow operation of the system during periods of low consumption due to water shortages as discussed below.

A water supply reduction of up to 50 percent will have no significant impact on the City. During a hypothetically water shortage, water sales will be reduced by 50 percent. However, most water operating expenses will be reduced by 50 percent. In addition, independent of water sales, the City collects most of the total revenue in meter service charges. A meter service charge (minimum rate) is a fixed charge and is not affected by the amount of water sales.

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

Section 10632

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

The City adopted Resolution No. 7045 on May 22, 1990, requiring voluntary water conservation practices, as shown on Appendix G. The City may amend existing ordinances to provide for penalties for violations of water use and water waste rules and regulations.

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

Section 10632

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

The City conducts a monthly check of its water production records to determine losses within its water system. The City also monitors water consumption on a regular basis and takes into consideration, factors that may affect consumption, such as precipitation. The city prepares Annual Reports that include water production and consumption information. Such reports are used to determine seasonal and annual fluctuations in water production and water use.

The total water production and supply in the Main Basin is managed by the Main Basin Watermaster. Groundwater elevation measurements, water quality monitoring results, and evaluation of water supply availability and requirements are also included in the Annual Report.

CHAPTER 6

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 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) Waster 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 ability to further reduce demand.
- (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.

6.1 WATER DEMAND MANAGEMENT MEASURES [Section 10631 (f) (1)]

The city of El Monte is a retail water company that provides water to its customers from its groundwater supply. The city is not a member of the customers from its groundwater supply. The city is not a member of the California Urban Water conservation Council (CUWCC). However, the City is a member agency of Upper District, which has been a member of the CUWCC since 1992. Upper District's commitment to water conservation is upheld through the continuation of projects that conserve water and increase the public's awareness of

conservation and other water-related issues. The City recognizes that water conservation and Demand Management Measures (DMMs) are important for the reliability of its water sources. The City has made continued efforts to address and comply with all DMMs. The City implements all of the DMMs directly or through Upper District, which is a member of the CUWCC. This chapter addresses DMMs implemented by the City. The City has continued to implement all its conservation programs since the 2005 UWMP.

6.1.1 WATER SURVEY PROGRAMS FOR SINGLE-FAMILY AND MULTI-FAMILY RESIDENTIAL CUSTOMERS [Section 10631 (f) (1) (A)]

The Majority of the City of El Monte’s customers include the multi-family residential sector, as shown on Table 3.1-4. The City also has single-family residential water customers within its service area. Therefore, the City views the implementation of a water survey program for its single-family and multi-family residential customers a beneficial conservation program. The City surveys its customer’s water use through its billing system. The city’s billing system monitors customer’s water bills and flags those bills that show unusual or high consumption. The city’s billing system alerts the City when a customer’s bill is flagged for high consumption and a customer can make a request to have a service representative inspect their system. If a problem is found within its customer’s water system, the City will recommend the customer to make the necessary repairs. If a problem is found within the City’s water system, the City will make the necessary repairs.

In addition, the City’s staff reviews water usage bills to determine if “excessive water use” occurred and based on their review, the City can help each customer individually determine the reason for the “excessive water use”. If a customer request, the City will inform the customer of water-wise practices that help conserve water through habit changing and the retrofit of water fixtures. This program effectively informs the City’s customer about its high consumption use in which the customer can evaluate its water use.

6.1.2 RESIDENTIAL PLUMBING RETROFIT [Section 10631 (f) (1) (B)]

As a member agency of Upper District, the City of El Monte participates in a residential plumbing retrofit program. Upper District in conjunction with Metropolitan distributes low flow showerheads, faucets aerators and toilet tank displacement devices at local events within District's service area including the City of El Monte. Additional information about Upper District's residential plumbing retrofit program is located in its UWMP, which is incorporated by reference.

In addition, the City makes water conservation kits (dye tablets, shower flow restrictions and toilet tank displacement bags) available to its customers at the City's public counter. The citizens of City of El Monte are made aware of the availability of these free kits through announcements in the City local quarterly newsletter and occasionally as an insert included in the customer's water bills.

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

The city of El Monte closely monitors its water production and consumption to calculate the amount of "unaccountable water" loss. Unaccountable water loss that results from activities not associated with normal water loss. Normal water loss can result from the installation of new water mains, difference in accuracy of meters, discharges from water facilities or water connections, street cleaning and fire department training. Then City calculates unaccountable water loss by subtracting the amount of water sold to its customers for consumption from the amount of water produced from the City's Wells. The City's unaccountable water loss averages about 5 percent of the City's water production. If the City notices an increase in unaccountable water loss the City will investigate the cause and make modifications as necessary.

In addition, as described in Section 6.1.1, the city has a computerized billing system that monitors customer's water use and flags unusual variations in consumption.

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

The City of El Monte's water system is fully metered for all customer types. The existing billing schedule, was adopted in 1997 (Appendix H), has a flat rate bi-monthly service charge for all services depending upon meter size. If a customer has a one-inch meter, they are charged a flat rate of \$28.91. If a customer has a two-inch meter, they are charged a flat rate of \$92.64. Also included in the City's billing schedule is a two-tiered commodity rate for water based upon volume of use. If a customer uses up to 7,500 gallons of water, they are charged \$.1567 per 100 gallons. This promotes water conservation by providing financial incentives to its customers through the City's rate schedule.

New meter installation costs (time and material) are billed to the customer and are separate from the service connection fees. The city installs and reads meters on all new services and will continue to conduct meter replacement programs, when necessary.

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

The City of El Monte's largest landscaping services are Parks, Recreation and its Transportation division, consisting of eight parks, and some of the median planters and green belts at City-owned buildings. The city has implemented water audits on its irrigation as part of a large landscape water conservation program.

In addition, as a member agency of Upper District, the City's customers can participate in classes in landscape water management. Upper District's landscape management classes address:

1. Irrigation Principles,
2. Irrigation System Troubleshooting,
3. Controller Programming, and
4. Irrigation Scheduling.

Additional information about Upper District's landscape programs is located in its UWMP, which is incorporated by reference.

6.1.6 HIGH-EFFICIENCY WASHING MACHINE REBATE PROGRAMS

[Section 10631 (f) (1) (F)]

As a member agency of Upper District, the City of El Monte participates in a high-efficiency clothes washer rebate program. Upper district, in partnership with Metropolitan, State Department of Water Resources, CalFed Bay Delta program and the U.S. Bureau of Reclamation, offers a residential high-efficiency clothes washer program rebate program. Any residential dwelling within Upper District's service area (including the City of El Monte) can install a high-efficiency washing machine in place of standard-efficiency washing machine rebate. High-efficiency washers can use up to 50 percent less water and 50 percent less energy compared to standard-efficiency washers. Residences that install high-efficiency washing machine receive up to \$325 rebate for their water conservation measures.

6.1.7 PUBLIC INFORMATION PROGRAMS [Section 10631 (f) (1) (G)]

The City of El Monte is active in creating public awareness about recent water shortages and the necessity of water conservation. The City currently makes staff available as speakers, upon request, for presentations at schools, clubs and civic organizations within the City's service area. The City also uses literature to inform its customers of water conservation. The literature is usually in the form of inserts in the customer's water bills and articles in the City's local quarterly newsletter.

In addition, the City, participates in public information programs sponsored by Upper District and Metropolitan. Region-wide water conservation is promoted through various public information programs organized by Upper District, including but not limited to conservation brochures and posters, activity booklets, public outreach displays, oral presentations, and workshops to inform the public of conservation efforts. The City, as a member agency of Upper District, also raises awareness about the water conservation through paid advertising, press releases, news ads, media events, and the Speaker's Bureau. Upper District hosts an annual water awareness festival (Water Fest) to raise public awareness about water conservation, water quality and other water-related issues. Additional information about Upper District's public information programs is located in its UWMP, which is incorporated by references.

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

The City of El Monte implements school education programs. Upon request, the City's staff is prepared to speak at schools to make students aware of the water system, its function, and conservation measures they can implement at home. As a member agency of Upper District, schools within the City's boundaries may receive water conservation and educational materials from Upper District.

Upper District is a member agency of Metropolitan, which has an education program that offers age/grade-appropriate material to all schools within Upper District's service area. Water education literature is available through Upper District and Metropolitan, and can be provided to school within the City's service area at no charge. These educational materials meet state education framework requirements and are grade appropriate materials.

The following is a list of Upper District's school educational programs that customers of the City of El Monte can participate in:

Water Awareness Art Contests – are designed to raise awareness of water issues among children. These include:

Annual Art Poster Contest for grades k-3rd and 4th – 6th – the five winning posters for each category receive monetary awards and are printed onto sheets and stickers, These ten winning posters are then submitted as Upper District’s entries in Metropolitan’s poster art contest.

T-shirt Art Contest for grades 7th 0 12th – the top five selections receive monetary awards, with the top two designs printed onto T-shirts and the top five entries submitted to Metropolitan’s upper grad art contest. A total of 164 entries were received for the 2003 art contest.

Solar Cup Competition – provides high school students the opportunity to build solar powered boats that complete in race and endurance categories. The program offers student participants an opportunity to learn about natural resources, the development/use of alternative fuel sources and protection of water quality.

Water Resource Library – an on-site library offering a variety of current water education materials for all ages. Resources available for loan include activity books, textbooks, videotapes, and computer software.

Additional information on Upper District’s school educational programs is located in its 2010 UWMP, which is incorporated by reference.

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

The City of El Monte has a fully metered system including separate meters for its commercial and industrial accounts. Similar to the water survey program for single-family and multi-family residential customers, the City also monitors water use of its commercial and industrial accounts through its computerized billing system.

In addition, the City participates in Upper District conservation program for commercial, industrial and institutional facilities (CII). Upper District's CII program offers commercial, industrial and institutional facilities rebates for retrofitting existing high water-use fixtures with efficient water-use fixtures. The CII program includes the following fixtures: ultra-low flush toilets, ultra-low flush urinals, flush valve kits, cooling tower conductivity controllers, coin or card operated high-efficiency clothes washers, automatic faucet shut-off valves, hospital x-ray processor recirculating system, and a water-pressurized broom. Additional information regarding Upper District's CII program can be found in its 2010 UWMP, which is incorporated by reference.

6.1.10 WHOLESALE AGENCY PROGRAMS [Section 10631 (f) (1) (J)]

The City of El Monte is a retail water agency and therefore cannot implement wholesale agency programs. However, the City is a member agency of Upper District, which has a number of wholesale agency programs. Upper District implements the following wholesale agency programs within its service area including the City's service area.

- System Water Audits, Leak Detection and Repair for its distribution system
- Metering with Commodity Rates for all new connections and retrofit of existing connections, which is passed on to its member agencies
- Conservation pricing, which is passed on to its member agencies
- Water Conservation Coordinator who is responsible for all water conservation programs within its service area.
- Water waste prohibitions to reduce water demands within its service area.

In addition, Upper District implements other conservation programs on the wholesale agency level that its retail water agencies can participate and benefit from. These programs include residential plumbing retrofit, large landscape conservation programs. High-efficiency washing machine rebate programs, public information programs, school education programs, conservation programs for commercial, industrial, and institutional accounts and a residential

ultra-low flush toilet replacement program. Information regarding Upper District's wholesale agency conservation programs can be found in its 2010 UWMP, which is incorporated by reference.

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

The City of El Monte implements conservation pricing within its billing schedule. The City uses a two-tier water rate structure to provide financial incentives for customers that conserve water. The water rate consists of two components: the service charge and the commodity charge. The service charge is a fixed charge, included in each water bill and is based on the size of the connection. As the meter size increases so does that amount charged. The commodity charge is based on the amount of water consumed. If a customer uses less than 7,500 gallons of water they pay less for each 100 gallons than a customer who uses more than 7,500 gallons. A copy of the city of El Monte's billing schedule is located in Appendix H.

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

The City of El Monte does not employ a specific position titled Water Conservation Coordinator; however the City's Water systems Supervisor currently handles all the duties of a Water Conservation Coordinator. In addition, as a member agency of Upper District, the City receives assistance on implementing conservation programs through Upper District's Water Conservation Coordinator.

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

California experienced a severe drought during the years of 1986-1992, which prompted the City of El Monte to pass and adopt Resolution No. 7045 in May 1990. Resolution No. 7045 incorporates a variety of voluntary water conservation actions to reduce water consumption by ten percent, as shown in Appendix G. Resolution No. 7045 committed the city to the following measures:

1. An irrigation audit.
2. Restrict irrigation during the hot hours of the day, during morning and evening peak hours and avoid irrigation on windy days.
3. Shut-off decorative fountains unless a water recycling system is used.
4. Refrain from hosing down driveways, sidewalks and other paved surfaces except for health or sanitary reasons.
5. Retrofit plumbing fixtures with low flow devices.
6. Repair leaks in plumbing.

The resolution also urged the customers of the City to adopt the following voluntary measures:

1. Adjust sprinklers and irrigation system to avoid overspray, run-off and waste.
2. Avoid watering during the hot part of the day and/or during morning and evening peak hours and avoid watering on windy days;
3. Install new landscaping, low-water-using trees and plants and efficient irrigation systems;
4. Shut-off decorative fountains unless a water recycling system is used;
5. Do not hose down driveways, sidewalks and other paved surfaces, except for health and sanitary reasons;
6. Install pool and spa covers to minimize water loss due to evaporation;
7. Do not allow the hose to run while washing the car and to use a bucket or a hose with an automatic cut-off valve;
8. Retrofit indoor plumbing fixtures with low flow devices;

9. Check faucets, toilets, and pipes, both indoor and outdoor, for leaks and repair immediately.

Resolution No. 7045 also had provisions for the adoption of a mandatory conservation program in the case that the voluntary program was ineffective on meeting the goal of a ten percent reduction of consumption.

The City will continue to support and promote water conservation measures to ensure an adequate supply of water to its customers. The City will also continue to examine additional supply sources including leased and purchased pumping rights, water recycling, water transfers and imported water.

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

The City of El Monte direct residential ultra-low-flush toilet replacement program requires any new construction or reconstruction within the City's service area to install ultra low flush toilets.

In addition, through a program sponsored by Upper District in partnership with Metropolitan, the City offers financial incentives for replacing high-flush-volume toilets with water-efficient flush toilets. An Ultra Low Flush Toilet (ULFT) Retrofit Program is one of several water conservation programs implemented by Upper District. The ULFT program is open to both single-family and multi-family residents whether they own or rent. The ULFT program typically utilizes local high schools located within Upper District boundaries to assist in implementing the program. Participating school are typically selected through a lottery-style process. A contracted program consultant is retained by Upper district to work with the selected schools in administering the program and directing field operations. Upper District and Metropolitan fund the cost of the ULFT.

CHAPTER 7

COMPLETED UWMP CHECKLIST

7.1 UWMP Checklist

The City of El Monte has completed the DWR Urban Water Management Plan Checklist, DWR Table I-2, and included the checklist in Appendix I.

**Table 1.2-1
Coordination and Public Involvement in UWMP Development**

Entities	Coordination and Public Involvement Actions						
	Participated in UWMP Development	Commented on Draft UWMP	Attended Public Meetings	Contacted for Assistance	Received Copy of the Draft UWMP	Sent Notice of Intention to Adopt	Not Involved/No Information
City of El Monte Public Works Dept					X	X	
City of El Monte Water Operations					X	X	
MWD					X	X	
San Gabriel Valley Water Company					X	X	
California – American Water Company					X	X	
Southern California Water Company					X	X	
					X	X	
					X	X	

**Table 2.2-1
Demographics — Current and Projected**

	2000	2005	2010	2015	2020	2025	2030	2035
City Population¹	116,471	125,790	130,412	135,813	141,183	146,429	151,455	156,173
Service Area Population²	20,572	22,086	22,968	24,791	25,040	25,292	25,546	25,802
Housing Units	27,758	27,910	28,871	30,130	31,416	32,424	33,388	34,343
Employment	49,450	36,006	36,880	37,574	38,017	38,539	39,095	39,651

¹ Sources: California Department of Finance, , <http://www.dof.ca.gov/>; Southern California Association of Governments, <http://www.scag.ca.gov/>.

² Per City of El Monte Water Department, DWR Public Water System Statistics

**Table 2.3-1
City of El Monte Area Climate**

		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total or Average
Monthly Average ETo ¹		1.59	2.20	3.66	5.08	6.83	7.80	8.67	7.81	5.67	4.03	2.13	1.59	57.06
Average Temperature (Fahrenheit) ²	Max	68	71	71	75	77	82	88	88	87	82	74	68	78
	Min	41	44	45	48	54	57	61	62	58	54	46	41	51
Average Rainfall (inches) ³		3.7	3.8	3.3	1.3	0.3	0.1	0.0	0.1	0.5	0.5	2.3	2.3	18.2

¹ California Irrigation Management Information System, Department of Water Resources, Office of Water Use Efficiency, Monthly Average ETo Report for Station 159, Monrovia, Los Angeles Basin – closest active station; [on-line] <http://www.cimis.water.ca.gov/cimis/frontMonthlyEToReport.do>

^{2,3} [on-line] <http://countrystudies.us/united-states/weather/California/el-monte.htm>

**Table 3.1-1
Historic and Projected Water Demand and Population**

Year	Water Department Population	Water Department Demand	Demand Data Source
		(MG)	
1995	20,006	843	DWR Water Stat.
1996	19,971	876	DWR Water Stat.
1997	20,094	843	DWR Water Stat.
1998	20,218	882	DWR Water Stat.
1999	20,464	877	DWR Water Stat.
2000	20,572	897	DWR Water Stat.
2001	20,698	902	DWR Water Stat.
2002	21,055	908	DWR Water Stat.
2003	21,477	891	DWR Water Stat.
2004	21,740	862	DWR Water Stat.
2005	22,086	899	DWR Water Stat.
2006	22,262	900	DWR Water Stat.
2007	22,438	901	DWR Water Stat.
2008	22,615	908	DWR Water Stat.
2009	22,791	915	DWR Water Stat.
2010	22,968	922	DWR Water Stat.
2011	23,321	936	1.54% Growth
2012	23,680	951	1.54% Growth
2013	24,045	965	1.54% Growth
2014	24,415	980	1.54% Growth
2015	24,791	995	1.54% Growth
2016	24,841	997	0.20% Growth
2017	24,891	999	0.20% Growth
2018	24,940	1,001	0.20% Growth
2019	24,990	1,003	0.20% Growth
2020	25,040	1,005	0.20% Growth
2021	25,090	1,007	0.20% Growth
2022	25,141	1,009	0.20% Growth
2023	25,191	1,011	0.20% Growth
2024	25,241	1,013	0.20% Growth
2025	25,292	1,015	0.20% Growth
2026	25,342	1,017	0.20% Growth
2027	25,393	1,019	0.20% Growth
2028	25,444	1,021	0.20% Growth
2029	25,495	1,023	0.20% Growth
2030	25,546	1,025	0.20% Growth
2031	25,597	1,028	0.20% Growth
2032	25,648	1,030	0.20% Growth
2033	25,699	1,032	0.20% Growth
2034	25,751	1,034	0.20% Growth
2035	25,802	1,036	0.20% Growth

**Table 3.1-2
2005 Water Deliveries**

Water use sectors	2005				
	Metered		Not metered		Total
	# of accounts	Volume	# of accounts	Volume	Volume
Single family	2,444	367			367
Multi-family	307	139			139
Commercial/ Institutional	553	284	12	3	287
Industrial	17	67	89	21	88
Landscape	51	22	17	4	26
Agriculture					0
Other					0
Total:	3,372	880	118	28	908

Units: million gallons per year

**Table 3.1-3
2010 Water Deliveries**

Water use sectors	2010				
	Metered		Not metered		Total
	# of accounts	Volume	# of accounts	Volume	Volume
Single family	2,499	328			328
Multi-family	311	125	12	3	128
Commercial/ Institutional	522	202	97	23	225
Industrial	12	24	17	4	28
Landscape	66	28			28
Agriculture					0
Other					0
Total:	3,410	707	126	30	737

Units: million gallons per year

**Table 3.1-4
Historic Water Use by Type**

Year	Total Demand	Demand by Customer Type (AF)				
	(MG)	Single-Family Residential	Multi-Family Residential	Commercial	Industrial	Parks
2001	927.4	372.7	143.5	288.9	92.8	29.5
2002	922.2	370.7	143.9	297.3	88.4	21.9
2003	925.2	382.6	150.8	286.9	82.5	22.4
2004	874.5	360.0	143.8	267.5	80.1	23.0
2005	899.9	361.8	138.9	278.9	98.3	22.0
2006	909.2	401.9	145.8	290.9	41.3	29.3
2007	900.6	371.3	141.7	306.4	56.4	24.7
2008	907.8	374.2	144.0	287.9	77.0	24.7
2009	914.6	377.0	145.0	290.1	77.6	24.8
2010	921.8	380.0	146.2	292.4	78.2	25.0

**Table 3.2-1
2015 Projected Water Deliveries**

Water use sectors	2015				
	Metered		Not metered		Total
	# of accounts	Volume	# of accounts	Volume	Volume
Single family	2,697	354			354
Multi-family	349	138			138
Commercial/ Institutional	668	243			243
Industrial	31	30			30
Landscape	71	30			30
Agriculture					0
Other					0
Total:	3,816	795	0	0	795

Units: million gallons per year

**Table 3.2-2
2020 Projected Water Deliveries**

Water use sectors	2020				
	Metered		Not metered		Total
	# of accounts	Volume	# of accounts	Volume	Volume
Single family	2,725	358			358
Multi-family	352	140			140
Commercial/ Institutional	675	245			245
Industrial	32	31			31
Landscape	72	31			31
Agriculture					0
Other					0
Total:	3,856	805	0	0	805

Units: million gallons per year

**Table 3.2-3
2025, 2030, and 2035 Projected Water Deliveries**

Water use sectors	2025		2030		2035	
	Metered		Metered		Metered	
	# of accounts	Volume	# of accounts	Volume	# of accounts	Volume
Single family	2,752	361	2,780	365	2,807	368
Multi-family	356	141	359	142	363	144
Commercial/ Institutional	682	248	688	250	695	253
Industrial	32	31	32	31	33	31
Landscape	73	31	73	31	74	31
Agriculture						
Other						
Total:	3,895	812	3,932	819	3,972	827

Units: million gallons per year

Table 3.2-4
Low-Income Projected Water Demands

Low Income Water Demands	2015	2020	2025	2030	2035
Single-family residential	202	204	206	208	210
Multi-family residential	79	80	80	81	82
Total	280	284	286	289	292

Units: million gallons per year

Table 3.3-1
Base Period Ranges

Base	Parameter	Value	Units
10- to 15-year base period	2008 total water deliveries	873.6	<i>see below</i>
	2008 total volume of delivered recycled water	0	<i>see below</i>
	2008 recycled water as a percent of total deliveries	0%	percent
	Number of years in base period ¹	10	years
	Year beginning base period range	2001	
	Year ending base period range ²	2010	
5-year base period	Number of years in base period	5	years
	Year beginning base period range	2006	
	Year ending base period range ³	2010	

Units: million gallons per year

¹ If the 2008 recycled water percent is less than 10 percent, then the first base period is a continuous 10-year period. If the amount of recycled water delivered in 2008 is 10 percent or greater, the first base period is a continuous 10- to 15-year period.

² The ending year must be between December 31, 2004 and December 31, 2010.

³ The ending year must be between December 31, 2007 and December 31, 2010.

Table 3.3-2
Base Daily per Capita Water Use - 10 to 15 Year Range

Base period year		Distribution System Population	Daily system gross water use (mgd)	Annual daily per capita water use (gpcd)
Sequence Year	Calendar Year			
Year 1	2001	20,698	2.54	123
Year 2	2002	21,055	2.53	120
Year 3	2003	21,477	2.53	118
Year 4	2004	21,740	2.40	110
Year 5	2005	22,086	2.47	112
Year 6	2006	22,262	2.49	112
Year 7	2007	22,438	2.47	110
Year 8	2008	22,615	2.49	110
Year 9	2009	22,791	2.51	110
Year 10	2010	22,968	2.53	110
Base Daily Per Capita Water Use¹:				113

¹ The Base Daily Per Capita Water Use is taken as the 10 Year Average.

Table 3.3-3
Base Daily per Capita Water Use - 5 Year Range

Base period year		Distribution System Population	Daily system gross water use (mgd)	Annual daily per capita water use (gpcd)
Sequence Year	Calendar Year			
Year 1	2006	22,262	2.49	112
Year 2	2007	22,438	2.47	110
Year 3	2008	22,615	2.49	110
Year 4	2009	22,791	2.51	110
Year 5	2010	22,968	2.53	110
Base Daily Per Capita Water Use¹:				110

¹ The Base Daily Per Capita Water Use is taken as the 5 Year Average.

**Table 4.1-1
 Historic and Current Groundwater Supply**

Fiscal Year	Main Basin Water Supply	
	(AF)	(MG)
1975-76	3,230	1,052
1976-77	2,732	890
1977-78	2,498	814
1978-79	2,914	949
1979-80	2,865	933
1980-81	3,046	992
1981-82	2,858	931
1982-83	2,959	964
1983-84	3,146	1,025
1984-85	3,139	1,023
1985-86	3,381	1,102
1986-87	3,990	1,300
1987-88	3,229	1,052
1988-89	3,111	1,014
1989-90	3,055	995
1990-91	3,054	995
1991-92	2,707	882
1992-93	2,465	803
1993-94	2,729	889
1994-95	2,724	888
1995-96	2,828	921
1996-97	2,723	887
1997-98	2,851	929
1998-99	2,834	923
1999-00	2,914	949
2000-01	2,913	949
2001-02	2,935	956
2002-03	2,879	938
2003-04	2,785	907
2004-05	2,733	890
2005-06	2,831	922
2006-07	2,791	909
2007-08	2,771	903
2008-09	2,558	833
2009-10	2,678	873

**Table 4.1-2
Volume of Water Rights, Production, and Transactions**

Fiscal Year	Basin OSY	Adjudicated Right ¹	Carryover from Previous FY	Transactions	Production Rights	Actual Production ²	Lost Carryover	Carryover to Next Year
	(AF)	(AF)	(AF)	(AF)	(AF)	(AF)	(AF)	(AF)
1997-98	220,000	3,099.5	1,142.1	-500.0	3,741.7	2,850.7	0.0	890.9
1998-99	230,000	3,240.4	890.9	0.0	4,131.4	2,834.0	0.0	1,297.3
1999-00	220,000	3,099.5	1,297.3	0.0	4,396.9	2,913.8	0.0	1,483.1
2000-01	220,000	3,099.5	1,483.1	-740.0	3,842.6	2,913.3	0.0	929.3
2001-02	210,000	2,958.6	929.3	500.0	4,388.0	2,934.8	0.0	1,453.1
2002-03	190,000	2,676.9	1,453.1	500.0	4,630.0	2,878.8	0.0	1,751.2
2003-04	170,000	2,395.1	1,751.2	500.0	4,646.3	2,785.3	0.0	1,861.1
2004-05	170,000	2,395.1	1,861.1	500.0	4,756.2	2,733.4	0.0	2,022.7
2005-06	240,000	3,381.3	2,022.7	500.0	5,904.0	2,831.2	0.0	3,072.9
2006-07	240,000	3,381.3	3,072.9	92.0	6,546.2	2,790.8	282.0	3,755.3
2007-08	210,000	2,958.6	3,755.3	-800.0	5,914.0	2,771.0	984.3	3,143.0
2008-09	170,000	2,395.1	3,143.0	0.0	5,538.1	2,558.0	585.0	2,980.1
2009-10	170,000	2,395.1	2,980.1	0.0	5,375.2	2,678.3	301.8	2,696.9
2010-11	170,000	2,395.1	2,696.9	0.0	5,091.9	2,719.6	0.0	2,372.4
2011-12	150,000	2,113.3	2,372.4	0.0	4,485.7	2,761.4	0.0	1,724.3
2012-13	150,000	2,113.3	1,724.3	450.0	4,287.6	2,804.0	0.0	1,483.6
2013-14	150,000	2,113.3	1,483.6	500.0	4,096.9	2,847.2	0.0	1,249.8
2014-15	150,000	2,113.3	1,249.8	500.0	3,863.1	2,891.0	0.0	972.1
2015-16	190,556	2,684.7	972.1	500.0	4,156.8	2,896.8	0.0	1,260.0
2016-17	190,556	2,684.7	1,260.0	500.0	4,444.7	2,902.6	0.0	1,542.1
2017-18	190,556	2,684.7	1,542.1	500.0	4,726.9	2,908.4	0.0	1,818.5
2018-19	190,556	2,684.7	1,818.5	500.0	5,003.2	2,914.2	0.0	2,089.0
2019-20	190,556	2,684.7	2,089.0	500.0	5,273.7	2,920.0	0.0	2,353.7
2020-21	190,556	2,684.7	2,353.7	500.0	5,538.4	2,925.9	0.0	2,612.5
2021-22	190,556	2,684.7	2,612.5	500.0	5,797.2	2,931.7	0.0	2,865.5
2022-23	190,556	2,684.7	2,865.5	500.0	6,050.2	2,937.6	0.0	3,112.6
2023-24	190,556	2,684.7	3,112.6	500.0	6,297.3	2,943.5	169.2	3,353.9
2024-25	190,556	2,684.7	3,353.9	500.0	6,538.6	2,949.3	404.5	3,589.2
2025-26	190,556	2,684.7	3,589.2	500.0	6,773.9	2,955.2	634.0	3,818.7
2026-27	190,556	2,684.7	3,818.7	500.0	7,003.4	2,961.2	857.5	4,042.3
2027-28	190,556	2,684.7	4,042.3	500.0	7,227.0	2,967.1	1,075.2	4,259.9
2028-29	190,556	2,684.7	4,259.9	500.0	7,444.6	2,973.0	1,286.9	4,471.6
2029-30	190,556	2,684.7	4,471.6	500.0	7,656.3	2,979.0	1,492.6	4,677.3
2030-31	190,556	2,684.7	4,677.3	500.0	7,862.0	2,984.9	1,692.4	4,877.1
2031-32	190,556	2,684.7	4,877.1	500.0	8,061.8	2,990.9	1,886.2	5,071.0
2032-33	190,556	2,684.7	5,071.0	500.0	8,255.7	2,996.9	2,074.1	5,258.8
2033-34	190,556	2,684.7	5,258.8	500.0	8,443.5	3,002.9	2,255.9	5,440.6
2034-35	190,556	2,684.7	5,440.6	500.0	8,625.4	3,008.9	2,431.8	5,616.5

Source: 2008 Water Master Plan Update

¹ Adjudicated Rights = 1.40888% of OSY

² Historically, Actual Production has an average 5.35% difference with Actual Demand. Therefore, projected Actual Production was calculated by applying 5.35% to Projected Demand in Table 3.1-1

Table 4.7.3-1
Potential Recycled Water Users

Potential User	Annual Water Use
	(AF)
Wilkerson School	5
El Monte High School	20
Building Maintenance	5
Von's Data Center	78
EG & G Birtcher Co.	95
Gidley School	6
Rio Vista School	6
Rio Vista Park	1
Le Gore School	3
Nativity School	7
Pioneer Park	7
Fletcher Park	12
Columbia School	5
Arcio Park	12

Source: Direct Reuse Study, October 1994

**Table 4.9-1
Annual Rainfall in the San Gabriel Valley**

Year	Rainfall (in)	Year	Rainfall (in)
1958-59	8.5	1984-85	14.6
1959-60	10.6	1985-86	22.0
1960-61	5.9	1986-87	9.1
1961-62	22.4	1987-88	14.9
1962-63	12.3	1988-89	11.2
1963-64	9.4	1989-90	12.4
1964-65	12.2	1990-91	15.1
1965-66	19.6	1991-92	22.8
1966-67	25.0	1992-93	35.9
1967-68	15.0	1993-94	11.6
1968-69	30.5	1994-95	30.4
1969-70	11.1	1995-96	15.6
1970-71	13.3	1996-97	17.5
1971-72	8.5	1997-98	36.1
1972-73	22.4	1998-99	8.6
1973-74	16.8	1999-00	14.4
1974-75	14.9	2000-01	15.5
1975-76	12.1	2001-02	6.4
1976-77	14.5	2002-03	19.4
1977-78	38.4	2003-04	27.1
1978-79	23.9	2004-05	35.8
1979-80	34.8	2005-06	21.1
1980-81	10.3	2006-07	10.1
1981-82	18.9	2007-08	10.6
1982-83	39.3	2008-09	17.4
1983-84	10.6	2009-10	33.8
52 Year Average:			18.3

Source: <http://www.wrcc.dri.edu/>

**Table 4.10-1
Exchange or Transfer Opportunities**

Transfer agency	Exchange or Transfer	Short Term or Long Term	Proposed Volume
San Gabriel Valley Water Company	Transfer/Emergency	Short Term	1,200
California - American Water Company	Transfer/Emergency	Short Term	2,000
Southern California Water Company	Transfer/Emergency	Short Term	2,000
Total			5,200

Units: gallons per minute

**Table 5.1-1
Basis of Water Year Data**

Water Year Type	Base Year(s)
Average Water Year	1996-97
Single-Dry Water Year	1998-99
Multiple-Dry Water Years	1998-99 to 2001-02

**Table 5.1-2
Supply Reliability — Historic Conditions (AF)**

Water Supply Sources	Average / Normal Water Year	Single Dry Water Year	Multiple Dry Water Years			
			Year 1	Year 2	Year 3	Year 4
Main San Gabriel Basin	2,723	2,834	2,834	2,914	2,913	2,935
Percent of Average/Normal Year:	100%	104%	104%	107%	107%	108%

**Table 5.1-3
Supply Reliability — Current Water Sources (AF)**

Water Supply Sources	Current Water Year	Multiple Dry Water Year Supply ²			
	Year 2010	Year 2011	Year 2012	Year 2013	Year 2014
Main San Gabriel Basin	2,483	2,521	2,560	2,599	2,639
Percent of Average/Normal Year:	100%	102%	103%	105%	106%

**Table 5.1-4
Factors Resulting in Inconsistency of Supply**

Water Supply Sources	Specific Source Name	Limitation Quantification	Legal	Environmental	Water Quality	Climatic	Additional information
Main San Gabriel Basin	Local Watershed	See Section 4.6	See Section 4.6	None	None	Drought and climate change could result in reduction of replenishment supply.	

**Table 5.1-5
Projected Water Supply and Demand - Normal Water Year**

Water Sources	2010	2015	2020	2025	2030	2035
Supply						
Projected Supply During an Average Year as a % of Demand During an Average Year	100%	100%	100%	100%	100%	100%
Local (Groundwater) ¹	2,678	2,891	2,920	2,949	2,979	3,009
Carryover ¹	2,697	972	2,354	3,589	4,677	5,617
Total Supply	5,375	3,863	5,274	6,538	7,656	8,626
% of normal year	100%	100%	100%	100%	100%	100%
Demand						
Potable ²	2,830	3,054	3,085	3,116	3,147	3,179
Total Demand	2,830	3,054	3,085	3,116	3,147	3,179
% Of Year 2010 Demand (2,830) ³	100.0%	107.9%	109.0%	110.1%	111.2%	112.3%
Supply/ Demand Difference	2,545	809	2,189	3,422	4,509	5,447
Difference as % of Supply	47.3%	20.9%	41.5%	52.3%	58.9%	63.1%
Difference as % of Demand	89.9%	26.5%	71.0%	109.8%	143.3%	171.3%

¹ See Table 4.1-2

² See Table 3.1-2

³ 2005 Demand = 2,759 AF per Table 3.1-1.

**Table 5.1-6
Projected Water Supply and Demand - Single Dry Water Year**

Water Sources	2010	2015	2020	2025	2030	2035
Supply						
Local (Groundwater) ¹	2,410	2,602	2,628	2,654	2,681	2,708
Carryover	2,697	972	2,354	3,589	4,677	5,617
Total Supply	5,107	3,574	4,982	6,243	7,358	8,325
Normal Year Supply	5,375	3,863	5,274	6,538	7,656	8,626
% of Normal Year	95.0%	92.5%	94.5%	95.5%	96.1%	96.5%
Demand						
Potable ²	2,547	2,749	2,777	2,804	2,832	2,861
Total Demand	2,547	2,749	2,777	2,804	2,832	2,861
Normal Year Demand	2,830	3,054	3,085	3,116	3,147	3,179
% of Normal Year	90.0%	90.0%	90.0%	90.0%	90.0%	90.0%
% Of Year 2010 Demand (2,830) ³	90.0%	97.1%	98.1%	99.1%	100.1%	101.1%
Supply/ Demand Difference	2,560	825	2,206	3,439	4,526	5,464
Difference as % of Supply	50.1%	23.1%	44.3%	55.1%	61.5%	65.6%
Difference as % of Demand	100.5%	30.0%	79.4%	122.6%	159.8%	191.0%

¹ A 10% reduction in the OSY set by the Main San Gabriel Basin Watermaster is assumed in a single dry dry year.

² A 10% reduction in demand based on a Stage II Water Alert.

³ 2005 Demand = 2,759 AF per Table 3.1-1.

**Table 5.1-7
Projected Water Supply and Demand - Multiple Dry Water Years 2011-2015**

Water Sources	2010	2015	2020	2025	2030	2035
Supply						
Local (Groundwater) ¹	2,142	2,313	2,336	2,359	2,383	2,407
Carryover	2,697	972	2,354	3,589	4,677	5,617
Total Supply	4,839	3,285	4,690	5,948	7,060	8,024
Normal Year Supply	5,375	3,863	5,274	6,538	7,656	8,626
% of Normal Year	90.0%	85.0%	88.9%	91.0%	92.2%	93.0%
Demand						
Potable ²	2,349	2,535	2,561	2,586	2,612	2,639
Total Demand	2,349	2,535	2,561	2,586	2,612	2,639
Normal Year Demand	2,830	3,054	3,085	3,116	3,147	3,179
% of Normal Year	83.0%	83.0%	83.0%	83.0%	83.0%	83.0%
% Of Year 2010 Demand (2,830) ³	83.0%	89.6%	90.5%	91.4%	92.3%	93.2%
Supply/ Demand Difference	2,491	750	2,129	3,362	4,448	5,386
Difference as % of Supply	51.5%	22.8%	45.4%	56.5%	63.0%	67.1%
Difference as % of Demand	106.0%	29.6%	83.2%	130.0%	170.3%	204.1%

¹ A 20% reduction in the OSY set by the Main San Gabriel Basin Watermaster is assumed in a single dry dry year.

² A 17% reduction in demand based on a Stage III Water Alert.

³ 2005 Demand = 2,759 AF per Table 3.1-1.

**Table 5.2-1
Rationing Stages and Reduction Goals**

Stage	Shortage	Demand Reduction Goal	Type of Program
I	Up to 10%	10%	Voluntary
II	10%	10%	Mandatory
III	17%	17%	Mandatory
IV	24%	24%	Mandatory
V	31%	31%	Mandatory
VI	50%	50%	Mandatory

Figure 2.1-1

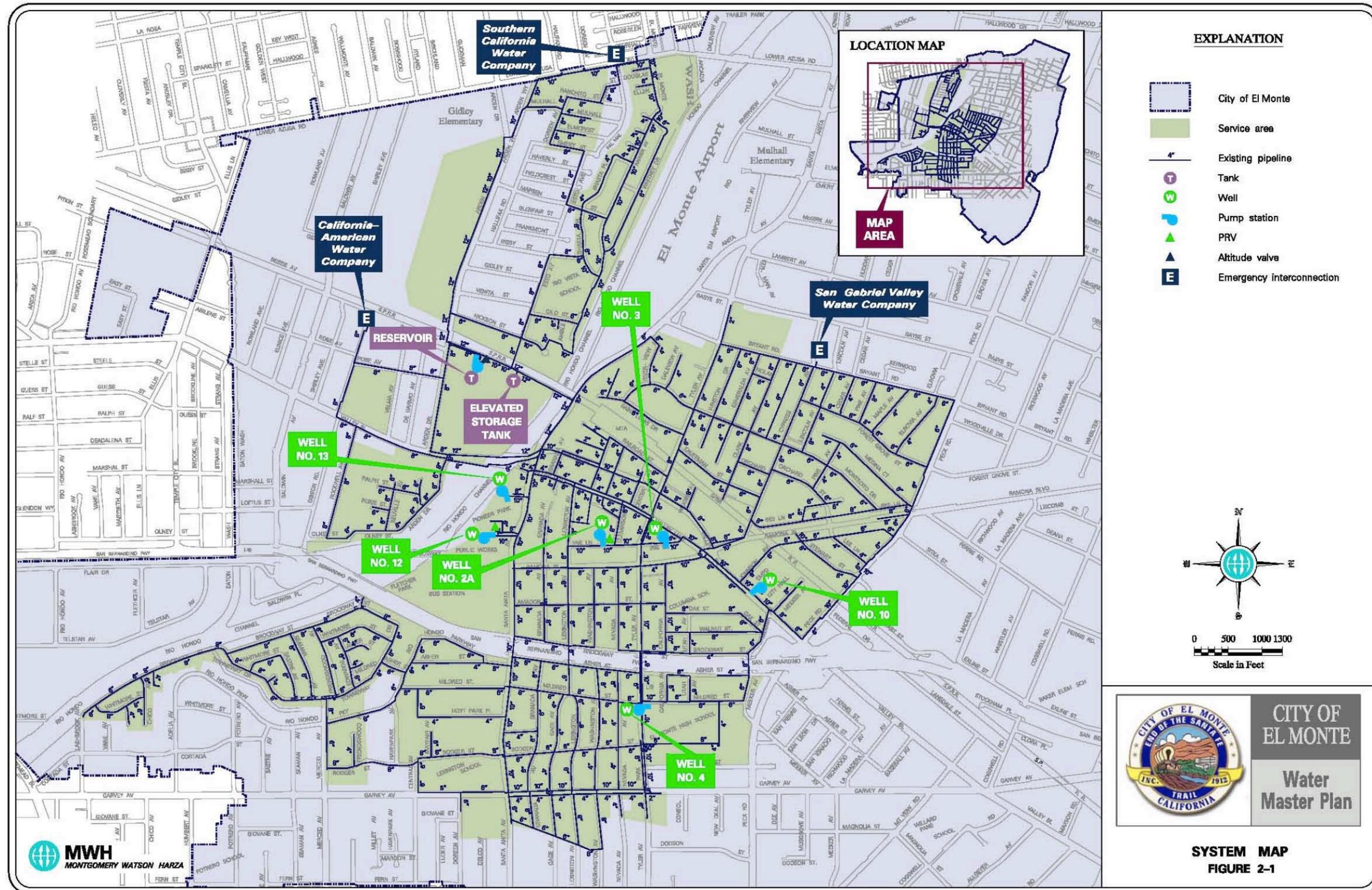
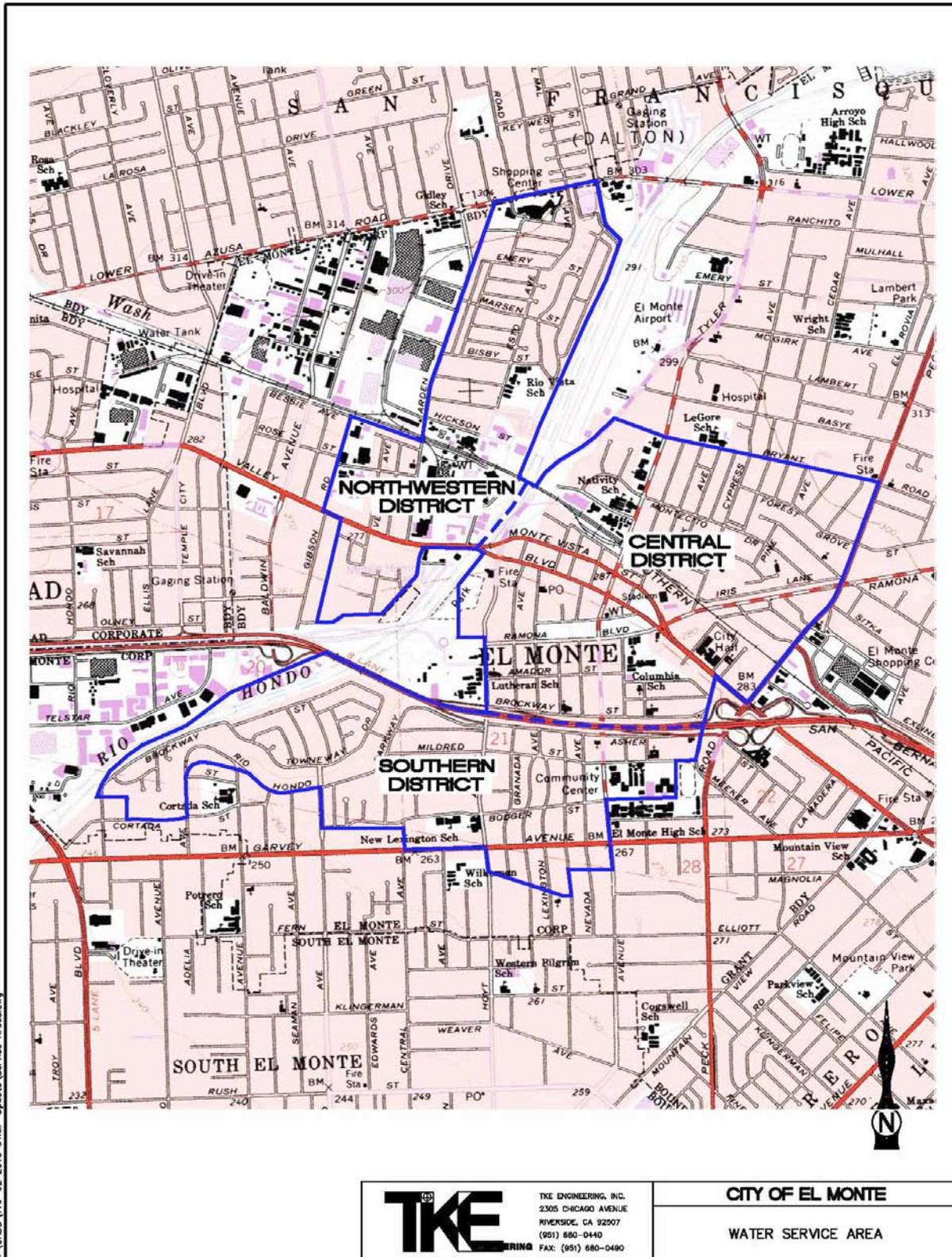


Figure 2.1-2



S:\CAD\116-02_2010_UWMP_Update\Service_Areas.dwg

	TKE ENGINEERING, INC. 2305 CHICAGO AVENUE RIVERSIDE, CA 92507 (951) 680-0440 FAX: (951) 680-0460
	CITY OF EL MONTE WATER SERVICE AREA

Figure 2.3-1

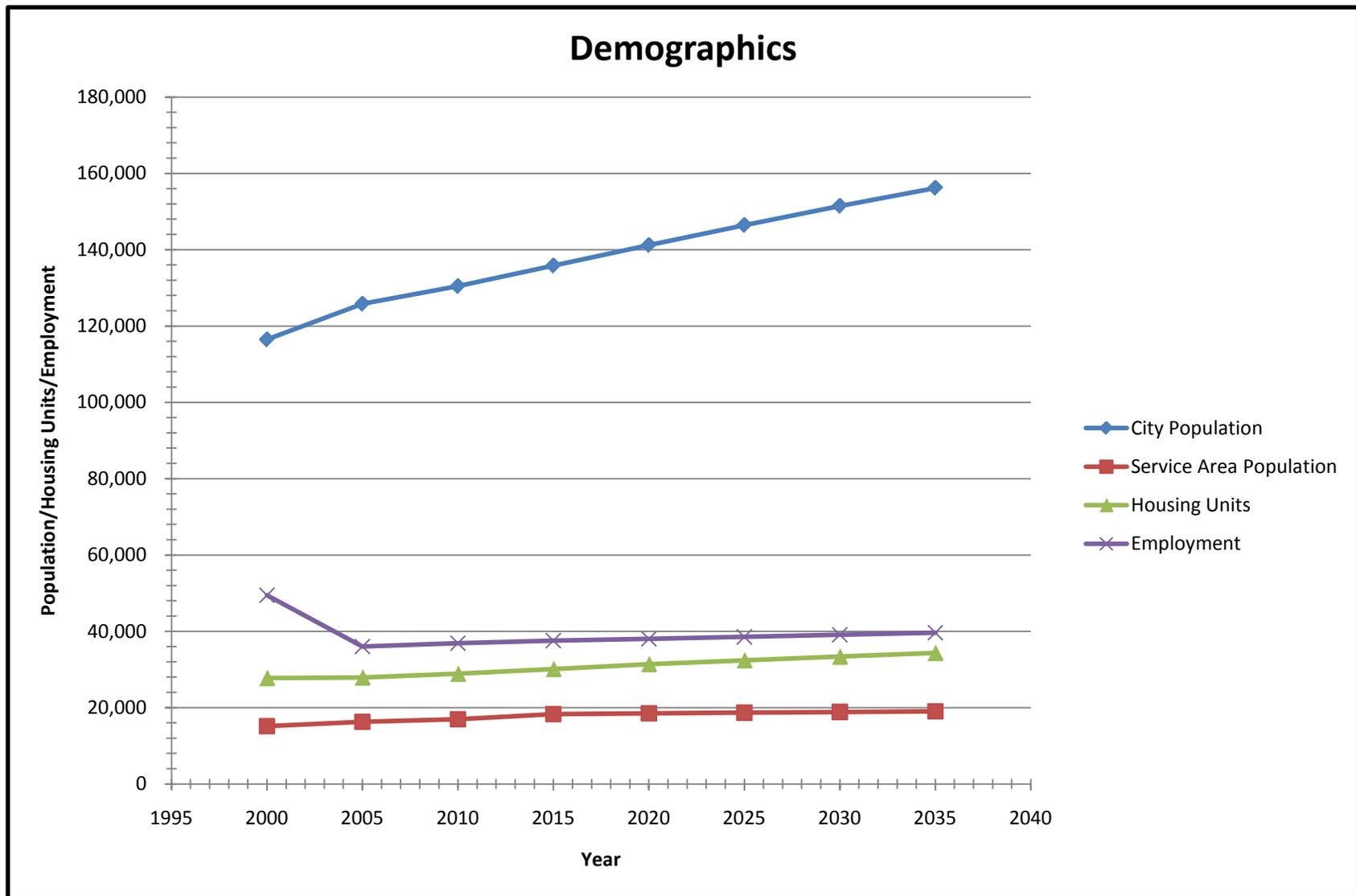


Figure 3.3-1

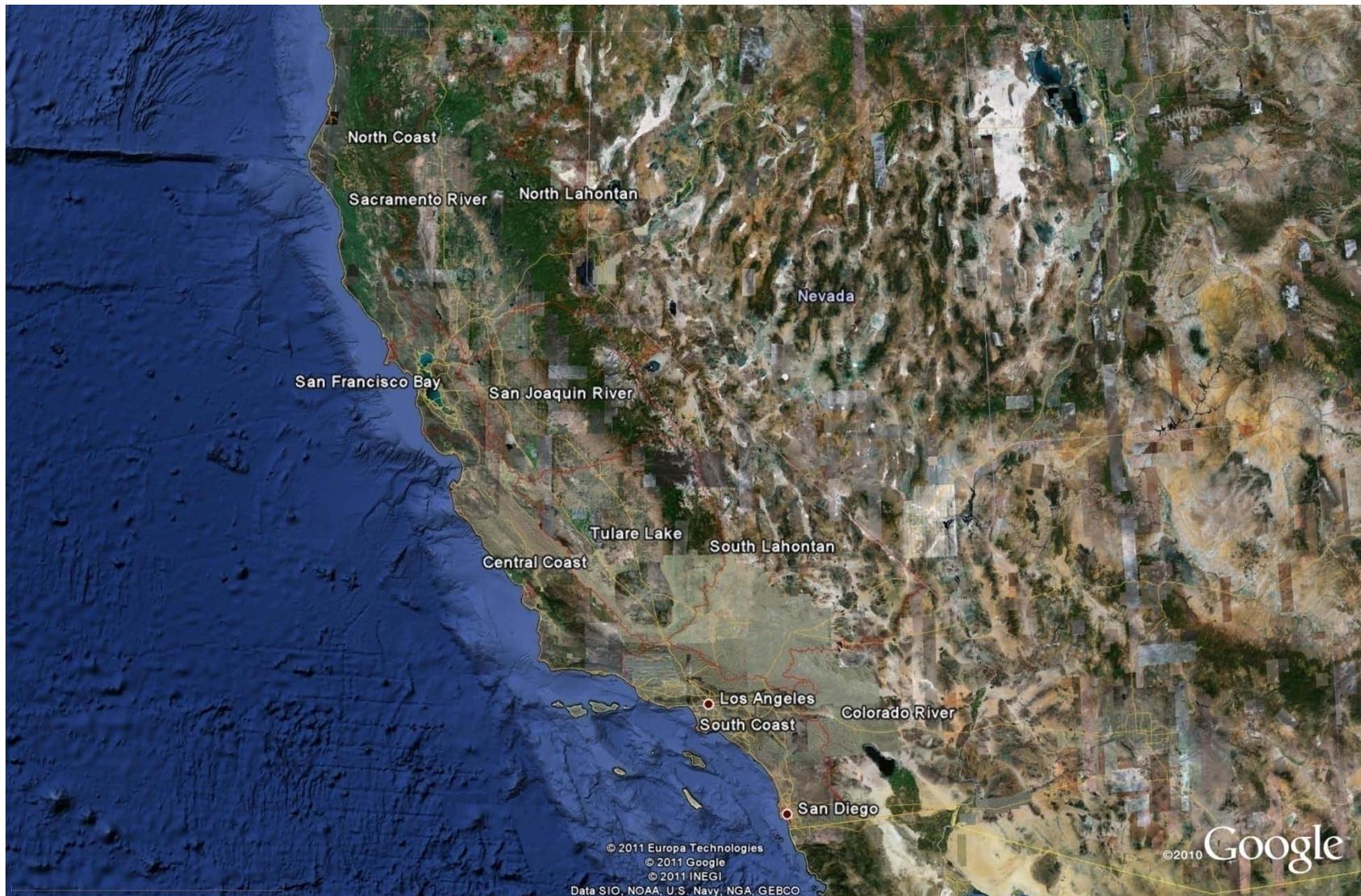
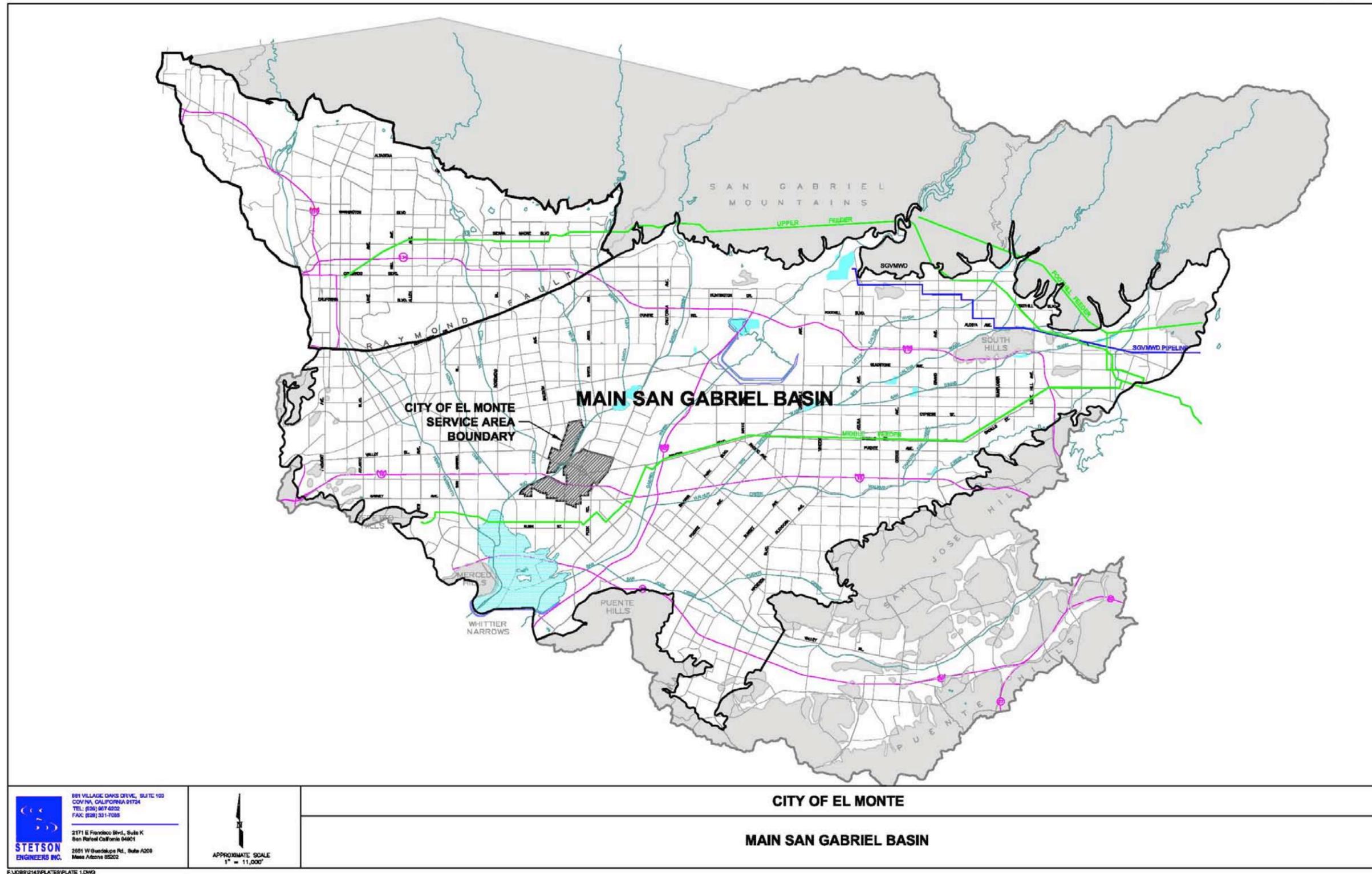


Figure 4.2-1



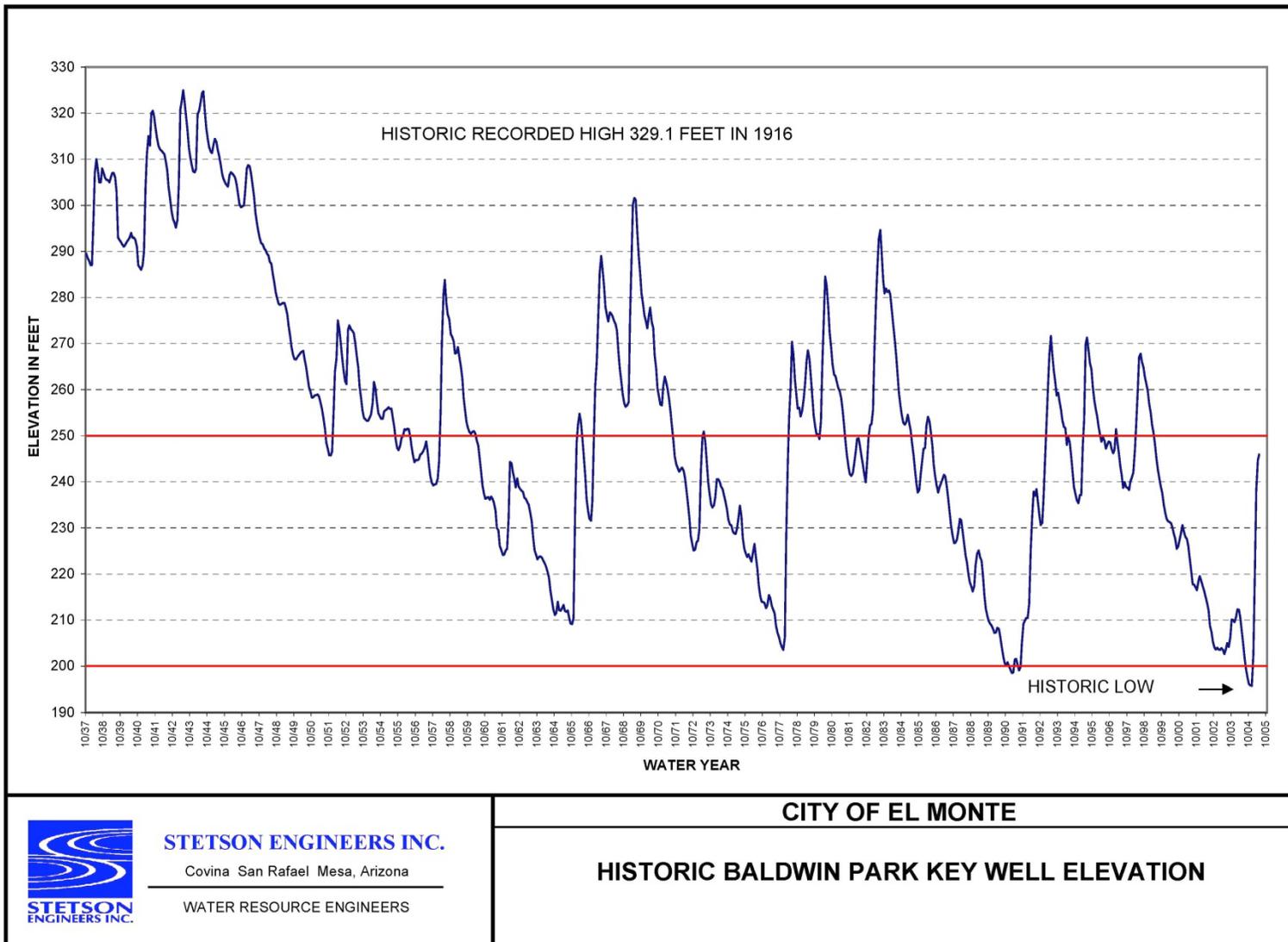

 881 VILLAGE OAKS DRIVE, SUITE 100
 COVINA, CALIFORNIA 91724
 TEL: (626) 967-6882
 FAX: (626) 351-7088

 2171 E FRIEDLAND BLVD., SUITE K
 SAN RAFAEL, CALIFORNIA 94901
 2681 W GUADALUPE RD., SUITE A209
 MESA, ARIZONA 85202


 APPROXIMATE SCALE
 1" = 11,000'

F:\JOB92149\PLATES\PLATE 1.DWG

Figure 4.2.2-2



STETSON ENGINEERS INC.

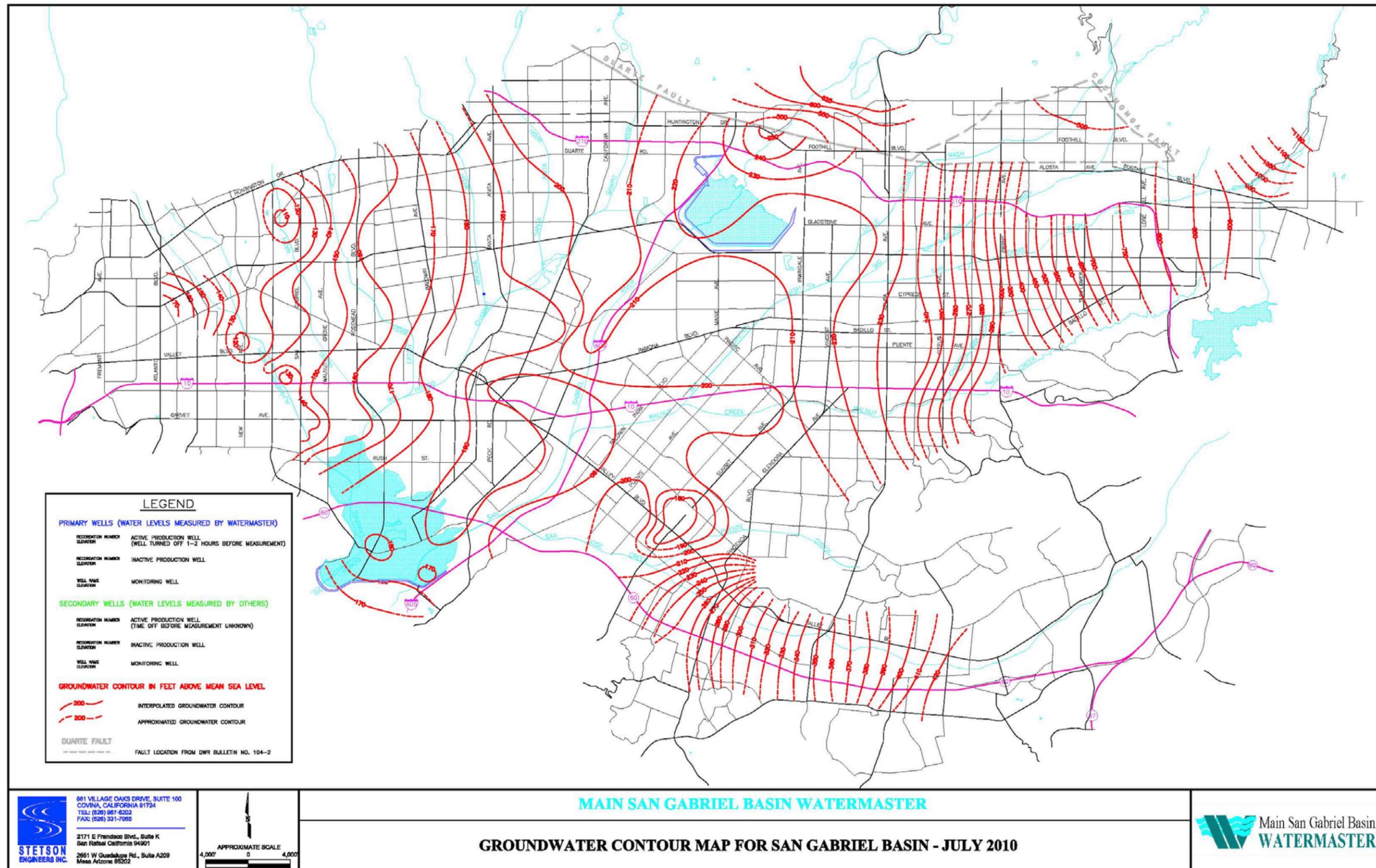
Covina San Rafael Mesa, Arizona

WATER RESOURCE ENGINEERS

CITY OF EL MONTE

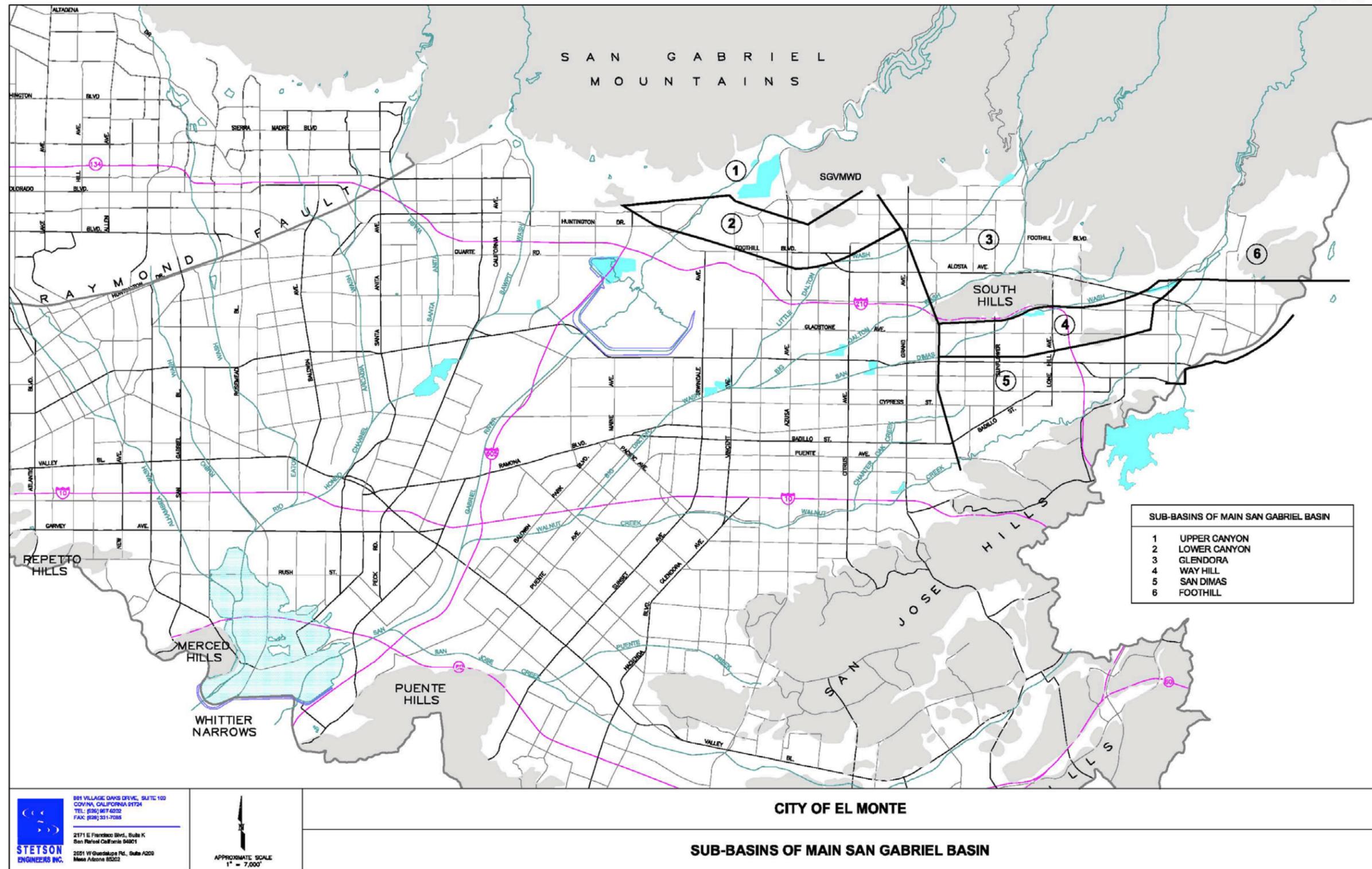
HISTORIC BALDWIN PARK KEY WELL ELEVATION

Figure 4.2.2-3



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F:\JOBS\1205-07.CTB

Figure 4.2.3-1



APPENDIX A
2010 UWMP ADOPTION RESOLUTION

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF EL MONTE, CALIFORNIA, SUPPORTING A
RESOLUTION ADOPTING THE 2010 URBAN WATER
MANAGEMENT PLAN**

WHEREAS, California Water Code Division 6 [Part 2.6] (California Urban Water Management Plan Act) requires that water suppliers serving more than 3,000 customers or more than 3,000 acre-feet of water annually prepare an Urban Water Management Plan (UWMP) and update it at a minimum every five years.

WHEREAS, failure to prepare, adopt, and submit an UWMP to the state in accordance with the Urban Water Management Plan Act may result in the City losing eligibility to receive funding pursuant to Division 24 and Division 26 of the California Water Code or to receive drought assistance from the state until the UWMP is updated and submitted.

WHEREAS, SBX7-7, Water Conservation Bill of 2009, requires the City to conserve 20% of water demand per capita by 2020 or reduce City overall water use by 5% of the existing use if current is less than interim target amount of the South Coast Hydrologic Region.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY EL MONTE, CALIFORNIA, DOES HEREBY FIND, DETERMINE, AND RESOLVE AS FOLLOWS:

1. Adopt the UWMP prepared by City staff,
2. Authorize staff to submit the adopted plan to the state,
3. Authorize staff to implement conservation Best Management Practices as presented in the Plan. Practices include the following:
 - a. Water survey programs for single-family residential and multi-family customers to alert City staff and customers of excessive water use and detection of potential problems which can be repaired.
 - b. Residential plumbing retrofit programs by the City and in conjunction with Upper District to provide water conservations kits, low flow shower heads and other conservation devices to lower residential water usage.
 - c. System water audits, leak detection, and water system repair to identify and make the modifications necessary for unaccounted water loss.

- d. Metering with commodity rebates for all new connections and retrofit of existing connections to promote water conservation by providing financial incentives to its customers through the City's rate schedule.
- e. Large landscape conservation programs and incentives to efficiently monitor and audit the City owned landscape areas and to provide public education classes on irrigation principles, irrigation system trouble shooting, controller programming and irrigation scheduling.
- f. High-efficiency washing machine rebate programs are offered in conjunction with the Upper District and Metropolitan Water District to provide rebates for high-efficiency washers that can use up to 50 percent less water and energy.
- g. Public information programs to create awareness about current and upcoming water shortages and the necessity for water conservation.
- h. School education programs in conjunction with Upper District and Metropolitan Water District are available that offer oral presentations, age appropriate materials, and interactive programs to promote water awareness.
- i. Conservation programs for commercial, industrial, and institutional accounts to alert City staff and customers of excessive water use and detection of potential problems which can be repaired.
- j. Wholesale agency programs in conjunction with Upper District to reduce water demands.
- k. Conservation pricing which uses a two-tier water rate structure to provide financial incentives for customers that conserve water.
- l. Water conservation coordinator duties are currently being handled by the City's Water Systems Supervisor who receives assistance on implementing conservation programs through the Upper District's Water Conservation Coordinator.
- m. Waster waste prohibition has been passed and adopted in various City resolutions and ordinances including Resolution No. 7045 in May of 1990 and Ordinance 2738 in March of 2009.
- n. Residential ultra-low flush toilet replacement programs which require any new construction or reconstruction with the City's service area to install ultra low flush toilets.

Passed, approved, and adopted this _____ day of _____, 2011

André Quintero
Mayor of the City of El Monte

ATTEST:

Lorene Gutierrez
City Clerk of the City of El Monte

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF EL MONTE)

I, Lorene Gutierrez, City Clerk of the City of El Monte, do hereby certify that the above and foregoing Resolution No. _____ was passed, approved, and adopted by the City Council of the City of El Monte, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on this _____ day of _____, 2011, and that said Resolution was adopted by the following votes to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Lorene Gutierrez
City Clerk of the City of El Monte

APPENDIX B
LONG BEACH JUDGEMENT

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

BOARD OF WATER COMMISSIONERS OF
THE CITY OF LONG BEACH, et al.,

Plaintiffs

vs.

SAN GABRIEL VALLEY WATER COMPANY,
et al.,

Defendants

No. 722647

**SETTLEMENT
DOCUMENTS**

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

*Approved by Joint Negotiating
Committees July 6, 1964.*

EXHIBIT NO. 7

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

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

Plaintiffs,

vs.

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

Defendants,

UPPER SAN GABRIEL VALLEY MUNICIPAL WATER

NO. 722,647

STIPULATION FOR
JUDGMENT

1 DISTRICT, a municipal water district, and)
2 CALIFORNIA DOMESTIC WATER COMPANY, a)
3 corporation,)
4 Intervenor.)

5 Plaintiffs Central Basin Municipal Water District, a
6 municipal water district (herein sometimes referred to as Central
7 Municipal); City of Long Beach, a municipal corporation, acting
8 by and through the Board of Water Commissioners of the City of
9 Long Beach; and City of Compton, a municipal corporation; and
10 defendants City of Alhambra, a municipal corporation; City of
11 Arcadia, a municipal corporation; City of Azusa, a municipal
12 corporation; Azusa Agricultural Water Company, a corporation, sued
13 herein as DOE 1; Azusa Valley Water Company, a corporation, for
14 itself and as successor by merger to Azusa Irrigating Company, a
15 corporation; Baldwin Park County Water District, a county water
16 district; California Water and Telephone Company, a corporation;
17 Columbia Land and Water Company, a corporation; City of Covina, a
18 municipal corporation; Covina Irrigating Company, a corporation;
19 Gross Water Company, a corporation, sued herein as DOE 2; Duarte
20 Water Company (formerly Duarte Domestic Water Company), a corpora-
21 tion; East Pasadena Water Company, Ltd., a corporation, for itself
22 and as successor by merger to California-Michigan Land and Water
23 Company, a corporation; City of El Monte, a municipal corporation;
24 City of Glendora, a municipal corporation; Glendora Irrigating
25 Company, a corporation; City of Monrovia, a municipal corporation;
26 City of Monterey Park, a municipal corporation; San Dimas Water
27 Company, a corporation, sued herein as DOE 3; San Gabriel County
28 Water District, a county water district; San Gabriel Valley Water
29 Company, a corporation; Southern California Water Company, a cor-
30 poration; City of South Pasadena, a municipal corporation; Subur-
31 ban Water Systems, a corporation; Sunny Slope Water Company, a
32 corporation; and Vallecito Water Company, a corporation; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11 DATED: _____, 1964.

12
13 Attorneys
14 (for the respective party
15 listed opposite and to the
16 right of the respective
17 attorneys listed below)

18 Leonard Putnam
19 City Attorney
20 Clifford E. Hayes
21 Principal Deputy City
22 Attorney
23 City of Long Beach

24 By _____

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Signature of Stipulating Party
and Its Designation of Mailing
Address

Board of Water Commissioners of
the City of Long Beach

By _____

Its _____ President

By _____

Its _____ Secretary

1800 East Wardlow Road
Long Beach 7, California

By _____

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

Central Basin Municipal Water
District

By _____
Its President

By _____
Its Secretary

7439 East Florence Avenue
Downey, California

Lloyd A. Bulloch
City Attorney
City of Compton

City of Compton

By _____
Its Mayor

205 South Willowbrook Avenue
Compton, California

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

By _____

Don D. Bercu
City Attorney
City of Alhambra

City of Alhambra

By _____
Its Mayor

City Hall
111 South First Street
Alhambra, California

Taylor & Smith

By _____

1	James A. Nicklin City Attorney City of Arcadia	City of Arcadia
2	_____	By _____
3	_____	Its Mayor
4	Surr & Hellyer	City Hall
5	By _____	Arcadia, California
6	_____	
7	Clayson, Stark, Rothrock & Mann	
8	By _____	
9	_____	
10		
11	Harry C. Williams City Attorney City of Azusa	City of Azusa
12	_____	By _____
13	_____	Its Mayor
14	Taylor & Smith	City Hall
15	By _____	213 East Foothill Boulevard
16	_____	Azusa, California
17	Taylor & Smith	
18	By _____	Azusa Agricultural Water Company
19	_____	By _____
20		Its ___ President
21		By _____
22		Its _____ Secretary
23		18352 East Foothill Boulevard
24		Azusa, California
25	Surr & Hellyer	Azusa Valley Water Company
26	By _____	By _____
27		Its ___ President
28	Clayson, Stark, Rothrock & Mann	By _____
29	By _____	Its _____ Secretary
30		P. O. Box "W"
31		Azusa, California
32		

1	Surr & Hellyer	Baldwin Park County Water District
2	By _____	By _____
3		Its ____ President
4	Clayson, Stark, Rothrock & Mann	By _____
5	By _____	Its _____ Secretary
6		14521 East Ramona Boulevard
7		Baldwin Park, California
8		
9	Bacigalupi, Elkus & Salinger	California Water & Telephone Company
10		
11	By _____	By _____
12	Surr & Hellyer	Its ____ President
13	By _____	By _____
14		Its _____ Secretary
15	Clayson, Stark, Rothrock & Mann	300 Montgomery Street
16	By _____	San Francisco, California
17		
18		
19	Allard, Shelton & O'Connor	Columbia Land & Water Company
20	By _____	By _____
21		Its ____ President
22	Surr & Hellyer	By _____
23	By _____	Its _____ Secretary
24	Clayson, Stark, Rothrock & Mann	P. O. Box 296
25		San Dimas, California
26	By _____	
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1	Allard, Shelton & O'Connor	City of Covina
2	By _____	By _____
3	Surr & Hellyer	Its Mayor
4	By _____	City Hall
5		Covina, California
6	Clayson, Stark, Rothrock & Mann	
7	By _____	
8		
9	Kerckhoff & Kerckhoff	Covina Irrigating Company
10	By _____	By _____
11	Surr & Hellyer	Its _____ President
12	By _____	By _____
13	Clayson, Stark, Rothrock & Mann	Its _____ Secretary
14	By _____	146 East College Street
15		Covina, California
16		
17	George C. Gillette	Cross Water Company
18	_____	By _____
19		Its _____ President
20		By _____
21		Its _____ Secretary
22		15825 East Main Street
23	Henry W. Shatford	La Puente, California
24	Shatford & Shatford	
25	By _____	Duarte Water Company
26		By _____
27	Surr & Hellyer	Its _____ President
28	By _____	By _____
29	Clayson, Stark, Rothrock & Mann	Its _____ Secretary
30	By _____	1101 South Oak Avenue
31		Duarte, California
32		

1	Gray & Maddox	East Pasadena Water Company, Ltd.
2	By _____	By _____
3		Its _____ President
4	Surr & Hellyer	By _____
5	By _____	Its _____ Secretary
6	Clayson, Stark, Rothrock	269 South Rosemead
7	& Mann	Pasadena, California
8	By _____	
9		
10	James A. Nicklin	City of El Monte
11	City Attorney	By _____
12	City of El Monte	Its Mayor
13	_____	
14	Surr & Hellyer	City Hall
15	By _____	El Monte, California
16	Clayson, Stark, Rothrock	
17	& Mann	
18	By _____	
19		
20		
21	Leonard A. Shelton	City of Glendora
22	City Attorney	By _____
23	City of Glendora	Its Mayor
24	_____	
25	Surr & Hellyer	City Hall
26	By _____	Glendora, California
27	Clayson, Stark, Rothrock	
28	& Mann	
29	By _____	
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1	Allard, Shelton & O'Connor	Glendora Irrigating Company
2	By _____	By _____
3		Its _____ President
4	Surr & Hellyer	By _____
5	By _____	Its _____ Secretary
6	Clayson, Stark, Rothrock & Mann	224 North Michigan Avenue Glendora, California
7	By _____	
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11	Homer H. Bell	City of Monrovia
12	City Attorney	By _____
13	City of Monrovia	Its Mayor
14	_____	City Hall
15	Surr & Hellyer	Monrovia, California
16	By _____	
17	Clayson, Stark, Rothrock & Mann	
18	By _____	
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21		
22	Charles R. Martin	City of Monterey Park
23	City Attorney	By _____
24	City of Monterey Park	Its Mayor
25	_____	City Hall
26	Taylor & Smith	320 West Newmark Avenue
27	By _____	Monterey Park, California
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1	Allard, Shelton & O'Connor	San Dimas Water Company
2	By _____	By _____
3		Its ____ President
4	Surr & Hellyer	By _____
5	By _____	Its _____ Secretary
6	Clayson, Stark, Rothrock	P. O. Box 181
7	& Mann	San Dimas, California
8	By _____	
9		
10	Surr & Hellyer	San Gabriel County Water District
11	By _____	By _____
12		Its ____ President
13	Clayson, Stark, Rothrock	By _____
14	& Mann	Its _____ Secretary
15	By _____	8229 East Las Tunas Drive
16		San Gabriel, California
17		
18	J. E. Skelton	San Gabriel Valley Water Company
19	_____	By _____
20		Its ____ President
21	Surr & Hellyer	By _____
22	By _____	Its _____ Secretary
23	Clayson, Stark, Rothrock	11142 Garvey Avenue
24	& Mann	El Monte, California
25	By _____	
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1	O'Melveny & Myers	Southern California Water Company
2	By _____	By _____
3		Its ____ President
4	Surr & Hellyer	
5	By _____	By _____
6		Its _____ Secretary
6	Clayson, Stark, Rothrock	11911 South Vermont Avenue
7	& Mann	Los Angeles 44, California
8	By _____	
9		
10	Charles R. Martin	City of South Pasadena
10	City Attorney	
11	City of South Pasadena	By _____
12	_____	Its Mayor
13	Surr & Hellyer	825 Mission Street
14	By _____	South Pasadena, California
15		
16	Clayson, Stark, Rothrock	
16	& Mann	
17	By _____	
18		
19	Frank E. Gray	Suburban Water Systems
20	_____	By _____
21	Surr & Hellyer	Its ____ President
22	By _____	By _____
23		Its _____ Secretary
24	Clayson, Stark, Rothrock	16340 East Maplegrove Street
24	& Mann	La Puente, California
25	By _____	
26		
27	Hahn & Hahn	Sunny Slope Water Company
28	By _____	By _____
29		Its ____ President
30		By _____
31		Its _____ Secretary
32		1040 El Campo Drive
		Pasadena, California

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Surr & Hellyer
By _____
Clayson, Stark, Rothrock
& Mann
By _____

Vallecito Water Company
By _____
Its ____ President
By _____
Its _____ Secretary
749 South Ninth Avenue
City of Industry, California

Stearns, Gross and Moore
By _____

California Domestic Water Company
By _____
Its ____ President
By _____
Its _____ Secretary
P. O. Box 1026, Perry Annex
Whittier, California

Ralph B. Helm

Upper San Gabriel Valley
Municipal Water District
By _____
Its ____ President
By _____
Its _____ Secretary
11229 East Valley Boulevard
El Monte, California

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

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

Plaintiffs,

vs.

NO. 722,647

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

Defendants,

UPPER SAN GABRIEL VALLEY MUNICIPAL WATER

JUDGMENT

1 DISTRICT, a municipal water district, and)
2 CALIFORNIA DOMESTIC WATER COMPANY, a)
3 corporation,)

4 Intervenors.

5 The original complaint herein was filed by Plaintiffs on
6 May 12, 1959, and an amended complaint was filed herein on June
7 8, 1961. Each Defendant in this action filed an answer to the
8 amended complaint denying the material allegations therein. On
9 _____, 1964, and _____, 1964,
10 respectively, Upper San Gabriel Valley Municipal Water District,
11 a municipal water district, and California Domestic Water
12 Company, a corporation, intervened in the action as Defendants.
13 On _____, 1964, there was filed herein a
14 Stipulation for Judgment signed by all of the parties to this
15 action.

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

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

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

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

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

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

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

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

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

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

25 (b) Exhibit B -- Engineering Appendix.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DECLARATION OF RIGHT

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

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

PHYSICAL SOLUTION

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

AVERAGE ANNUAL ENTITLEMENT

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

BASIS OF ANNUAL ENTITLEMENT

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

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

10 DETERMINATION
11 OF RAINFALL

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

14 RAINFALL
15 ADJUSTMENT
16 TABLE

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

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TABLE A
 LOWER AREA ANNUAL ENTITLEMENT
 BASED ON 10-YEAR AVERAGE RAINFALL
 FOR SAN GABRIEL VALLEY
 (In Acre-feet)

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

DETERMINATION OF ACCRUED DEBIT OR CREDIT

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

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ACCRUED
DEBIT

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

ACCRUED
CREDIT

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

1 LONG-TERM
2 ACCOUNTING

3 (h) Following September 30, 1963, a Long-term
4 Accounting shall be made from time to time but
5 not sooner than at the end of 15 Water Years,
6 nor later than 25 Water Years after September
7 30, 1963, or after the last such accounting,
8 whichever is later. A Long-term Accounting
9 shall be made sooner than said 25-year period
10 whenever the average annual rainfall in the
11 San Gabriel Valley for a period of 15 Water
12 Years or more after September 30, 1963, or
13 after the last such accounting, whichever is
14 later, is at least 18 inches but not more than
15 19 inches.

16 In making such Long-term Accounting for any
17 such period (herein called Long-term
18 Accounting Period), the aggregate of all
19 Usable Water and Make-up Water received by
20 Lower Area during such period shall be deter-
21 mined and (a) there shall be deducted from said
22 aggregate the amount of Make-up Water, if any,
23 delivered during such period by reason of the
24 existence of an Accrued Debit of Upper Area
25 at the end of the immediately preceding Long-
26 term Accounting Period, or (b) there shall be
27 added to said aggregate the amount of any
28 Accrued Credit of Upper Area determined to
29 exist at the end of the immediately preceding
30 Long-term Accounting Period. The net
31 aggregate amount of Usable Water and Make-up
32 Water so computed shall be compared to the
result to be obtained by (1) multiplying the
98,415 acre-feet of water to be received by

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

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

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

MAKE-UP
WATER
DELIVERY

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

SURFACE FLOW DELIVERY

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

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

RECLAIMED WATER CREDIT

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

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

DIRECT DELIVERY

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

WATER RIGHTS BOUND

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

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TRANSFER OF
WATER RIGHTS

rights of Lower Area Parties.

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

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

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

WATERMASTER PROVISIONS

WATERMASTER APPOINTMENT

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

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POWERS
AND
DUTIES

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

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

- (a) the amount of Surface Flow,
- (b) the amount of Subsurface Flow,
- (c) the amount of Export to Lower Area,
- (d) the amount of water which passed as Surface Flow or Subsurface Flow across the boundary between Upper Area and Lower Area through Whittier Narrows and which was imported by or on behalf of Lower Area Parties from outside of the watershed of the San Gabriel River System above Whittier Narrows,
- (e) the amount and quality of Reclaimed Water reclaimed by or on behalf of Lower Area,
- (f) the total amount of Make-up Water delivered to Lower Area, together with the respective amounts delivered by each method specified in paragraph 5 of this Judgment,
- (g) the amount of Usable Water received by Lower Area,
- (h) the amount of local storm inflow, originating in Lower Area, to the channel of

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

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

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

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

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

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

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

DETERMINATIONS TO BE BASED ON EXHIBIT B

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

REPORTS MEASUREMENTS AND DATA

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

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

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

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

14 OBJECTIONS

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

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

CHANGE IN METHOD OF MEASUREMENT

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

1 BUDGET

2 12. In addition to the above-specified adminis-
3 trative powers and duties, the Watermaster shall
4 prepare a tentative budget for each Water Year,
5 stating the estimated expense for discharging the
6 duties of the Watermaster set forth in this
7 Judgment. The Watermaster shall mail a copy of
8 the tentative budget to each of the parties at
9 the same time at least sixty (60) days before the
10 beginning of each Water Year. However, with
11 respect to the first Water Year following the
12 entry of this Judgment, the tentative budget
13 shall be mailed not later than one hundred and
14 twenty (120) days from the entry of this Judgment.
15 If any party has an objection to a tentative
16 budget, or any suggestions with respect thereto,
17 that party shall present the same in writing to
18 the Watermaster within fifteen (15) days after
19 service of the tentative budget upon it. If no
20 objections are received, the tentative budget
21 shall become the final budget. If objections to
22 the tentative budget are received, the Watermaster
23 shall, within fifteen (15) days after the expira-
24 tion of the time for presenting objections,
25 consider all such objections, prepare a final
26 budget, and mail a copy thereof to each party,
27 together with a statement of the amount assessed,
28 if any, to each party, computed as provided in
29 paragraph 13. If the Watermaster denies any
30 objection in whole or in part, the party whose
31 objection was so denied may, within fifteen (15)
32 days after service of the final budget upon it,
make written objection to such denial by filing

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

FEES AND EXPENSES

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

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

1 statement. Payment required of any party here-
2 under may be enforced by execution issued out of
3 this Court, or as may be provided by order here-
4 inafter made by this Court. All such payments
5 and penalties received by the Watermaster shall
6 be expended by him for the administration of this
7 Judgment. Any money remaining at the end of any
8 Water Year shall be available for use in the
9 following Water Year.

10 SUCCESSOR
11 OF UPPER
12 DISTRICT

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

21 CONTINUING
22 JURISDICTION
23 OF THE COURT

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

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

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

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

11 REPORT OF
12 TRANSFER
13 OF WATER
14 RIGHTS

15 16. Every transfer of any of those water rights of
16 Defendants which are the subject of Paragraph 5(j)
17 of this Judgment, whether such transfer is volun-
18 tary or involuntary, shall be reported promptly
19 in writing by the transferor to the Watermaster;
20 and the Watermaster shall give prompt written
21 notice of such transfer to each party and to each
22 transferee involved in every other transfer of any
23 of those water rights. Such report by the
24 transferor and notice by the Watermaster shall
25 contain the following information as to each such
26 transfer:

- 27 (a) The identity of the transferor;
28 (b) The identity of the transferee;
29 (c) The effective date of the transfer;
30 (d) A brief description of the document by
31 which such transfer is made, and the
32 recording data, if any;
(e) A statement as to whether the transfer
was voluntary or involuntary;
(f) A statement whether or not after such
transfer the transferor still has or

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

4 NOTICES

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

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

1 EFFECTIVE
2 DATE

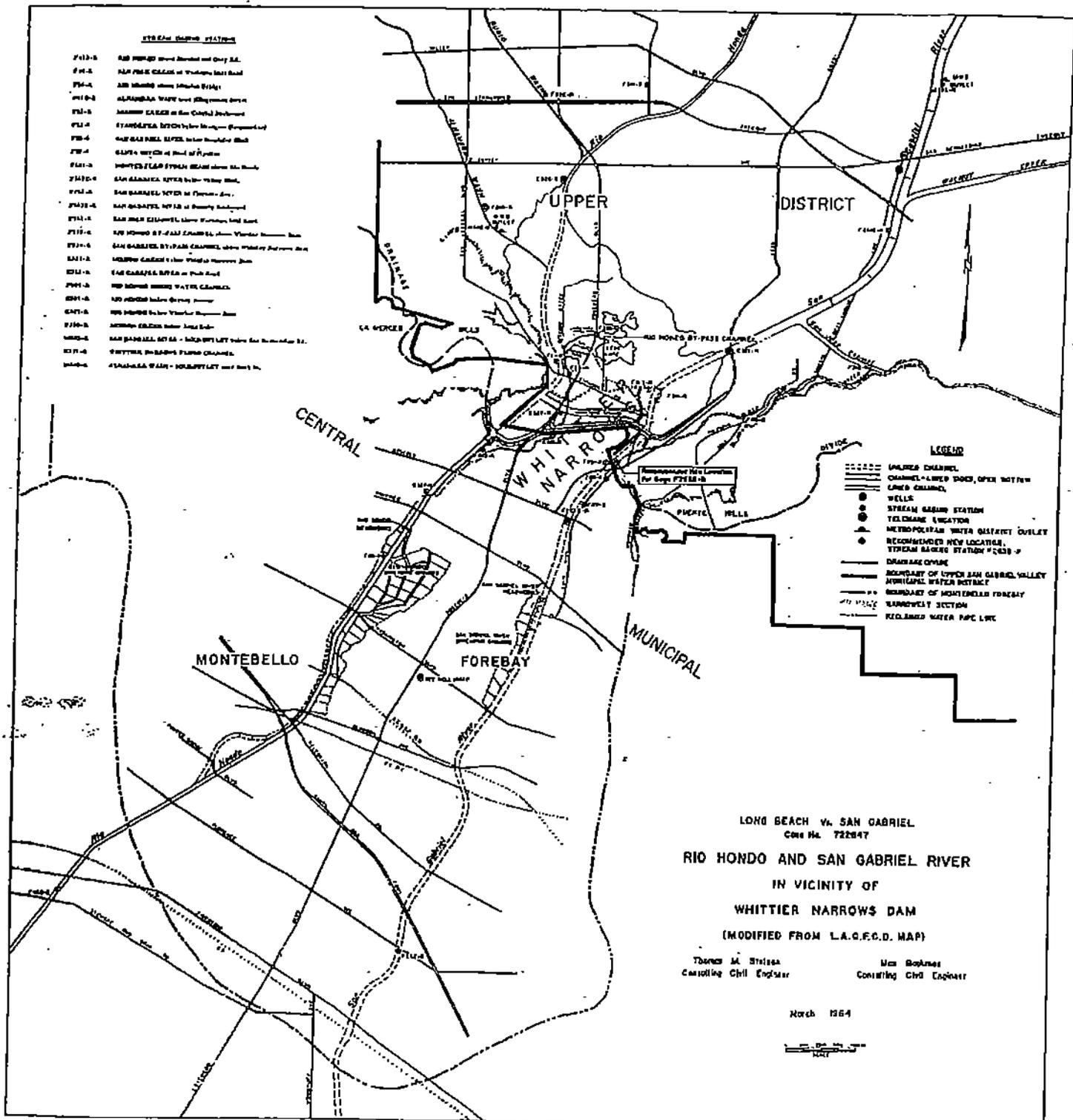
18. The rights decreed and the obligations imposed by this Judgment shall be effective October 1, 1963, and shall accrue from that date.

5 COSTS

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

8 Dated: _____, 1964.

11 _____
12 Judge



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LONG BEACH v. SAN GABRIEL

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ENGINEERING APPENDIX

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EXHIBIT B

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ENGINEERING APPENDIX

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1 ENGINEERING APPENDIX

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3 INTRODUCTION

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

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

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

21
22 I. DERIVATION OF LOWER AREA AVERAGE ANNUAL ENTITLEMENT

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

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31 A. Usable Surface Flow

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

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

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

	Average annual quantity in acre- feet
14 1. Surface Flow	108,560
15 2. Montebello Forebay surface 16 outflow	45,000
17 3. Local storm inflow within 18 Montebello Forebay	<u>1,660</u>
19 4. Portion of Surface Flow 20 leaving Montebello 21 Forebay (2 minus 3)	43,340
22 5. Surface Flow percolated in 23 Montebello Forebay 24 (1 minus 4)	65,220
25 6. Lower Area Replenishment Water 26 (Colorado River water) 27 passing through Whittier 28 Narrows	11,870
29 7. One-half of Raymond Basin 30 sewage discharged in 31 Upper Area	1,730
32 8. Usable Surface Flow (5 minus 6 minus 7)	51,620

Year	Water	Hande	Rio H	Dypp	Camore	Water	Calc	Monte	Face	Base	Face	Year
1914-31	9,230	0,700	70	390	2,410	170	170	4.1	10,700	9,050	52,120	1914-31
31	0,700	0,700	70	6,140	2,410	170	170	1.1	5,970	41,640	1,470	31
32	0,900	0,900	260	7,750	2,670	700	700	21.1	47,870	66,050	1,905	32
33	9,330	9,330	510	1,120	2,670	660	660	60.1	132,100	103,610	1,185	33
34	0,650	0,650	200	2,380	1,420	880	880	2.1	12,080	74,460	1,650	34
35	7,660	7,660	110	9,510	1,420	680	680	79.1	106,750	47,520	1,490	35
36	0,650	0,650	110	9,510	1,420	680	680	1.1	6,750	67,630	1,490	36
37	8,810	8,810	80	3,770	2,440	400	400	13.1	20,300	97,330	1,645	37
38	6,810	6,810	80	3,770	2,440	400	400	13.1	169,040	97,330	1,645	38
39	0,650	0,650	1,070	2,440	1,070	280	280	75.7	169,040	97,330	1,645	39
40	7,660	7,660	110	9,510	1,420	680	680	1.1	6,750	67,630	1,490	40
41	1,100	1,100	70	2,100	1,100	520	520	26.1	34,570	83,800	1,250	41
42	5,370	5,370	110	6,790	1,560	440	440	16.1	27,760	83,800	1,250	42
43	8,410	8,410	70	1,560	1,560	440	440	16.1	27,760	83,800	1,250	43
44	1,100	1,100	20	0,970	0,970	330	330	27.1	43,680	77,210	1,215	44
45	1,100	1,100	20	0,970	0,970	330	330	27.1	3,520	56,430	1,425	45
46	1,100	1,100	40	3,990	3,990	170	170	1,490	1,490	34,740	1,365	46
47	2,280	2,280	110	1,780	0	990	990	2,840	2,840	31,350	1,740	47
48	7,880	7,880	0	0,420	6,990	990	990	780	110	23,110	1,350	48
49	6,120	6,120	330	2,350	730	730	730	24.2	50,290	6,560	1,110	49
50	6,120	6,120	50	2,350	730	730	730	24.2	4,430	41,730	1,030	50
51	3,090	3,090	100	8,130	430	430	430	3.7	14,850	2,360	19,61	51
52	1,350	1,350	70	4,630	880	880	880	1.1	9,000	7,790	23,11	52
53	6,180	6,180	130	8,930	560	560	560	10.3	24,900	2,790	42,01	53
54	6,840	6,840	50	1,320	140	140	140	23.1	54,220	0,970	103,91	54
55	9,320	9,320	540	9,790	520	520	520	3.1	7,030	5,800	59,31	55
56	5,860	5,860	060	8,040	060	060	060	586.1	124,970	3,560	296,81	56
57	1,870	1,870	200	1,120	200	560	560	23.1	45,000	3,340	11,87	57
Average	1,870	1,870	200	1,120	200	560	560	23.1	45,000	3,340	11,87	Average
TOTAL	6,860	6,860	4,980	67.6	2.7	1,120	1,120	586.1	124,970	3,560	296,81	TOTAL
1958-51	9,800	9,800	10	9,790	10	520	520	3.1	7,030	5,800	59,31	1958-51
1954-51	1,350	1,350	70	4,630	880	880	880	1.1	9,000	7,790	23,11	1954-51

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1 B. Subsurface Flow

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

12 Table 2 sets out the Subsurface Flow for each Water
13 Year in the base period and the average annual Subsurface Flow
14 during the base period.
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TABLE 2
SUBSURFACE FLOW
DURING BASE PERIOD

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

1 C. Export to Lower Area

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

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

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

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TABLE 3
EXPORT TO LOWER AREA
DURING BASE PERIOD

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

1 D. Derivation of Lower Area Average Annual Entitlement

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

4
5 TABLE 4
6 LOWER AREA AVERAGE ANNUAL ENTITLEMENT
7 (In acre-feet for base period)

8
9

10 Usable Surface Flow (Table 1)	51,620
11 Subsurface Flow (Table 2)	28,400
12 Export to Lower Area (Table 3)	<u>23,395</u>
13 Sub-total	103,415
14 Stipulated deduction	<u>5,000</u>
15 Lower Area average annual entitlement	98,415

16

17 II. DETERMINATION OF FUTURE LOWER AREA ANNUAL ENTITLEMENT

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

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

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

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

TABLE 5
ANNUAL RAINFALL FOR SAN GABRIEL VALLEY

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

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

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

- (1) Derive the 10-year average rainfall for San Gabriel Valley to the nearest one-tenth (0.1) inch;
- (2) Enter Table A in left-hand column at whole number of inches of rainfall; and

1 (3) Read horizontally to the vertical column
2 representing the appropriate tenth of
3 an inch of rainfall to obtain the
4 quantity of Lower Area Annual Entitlement
5 in acre-feet.
6

7 III. FUTURE MEASUREMENTS

8 It will be necessary to maintain records of measurement
9 of stream flow, flow in pipelines, rainfall and depth to ground
10 water at a number of locations. The purpose of this Part III is
11 to locate and identify those measurement stations and to specify
12 the manner in which the measurements are to be used in the future
13 operation of the Judgment. The line through Whittier Narrows
14 shown on Exhibit A as "narrowest section" is the line at which
15 accounting shall be made of the water to be received in the
16 future by Lower Area Parties. The Watermaster shall, insofar as
17 practicable, utilize measurement data available from existing
18 sources. When such data are not available the Watermaster may
19 make such measurements as may be necessary or reasonably required
20 for the purposes of this Judgment. The Watermaster is hereby
21 authorized to re-establish, rebuild or replace measuring
22 stations whenever necessary for the operation of this Judgment.
23

24 A. Surface Water Measurements and Calculations.

25 There may be several categories of water flowing on
26 the surface through Whittier Narrows. Among them may be local
27 stream flow, Lower Area Replenishment Water, Reclaimed Water
28 and Make-up Water. The Watermaster shall have the responsibility
29 of determining the quantities of each category of water flowing
30 through Whittier Narrows in the future.
31

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

1 water measurements and calculations shall include the following:

- 2
- 3 1. Measurements of Surface Flow.
- 4 a. Rio Hondo above Mission Bridge,
- 5 Station F64-R.
- 6 b. Mission Creek at San Gabriel
- 7 Boulevard, Station F83-R.
- 8 c. Rio Hondo By-pass Channel,
- 9 Station F313-R.
- 10 d. Whittier Narrows Flood Channel,
- 11 Station E337-R.
- 12 e. Calculation of Sycamore Canyon runoff
- 13 based on annual rainfall to nearest
- 14 inch at Station 170-C as shown on
- 15 Table 6.
- 16 f. San Gabriel River near Parkway Bridge.
- 17 This is to be a new station to replace
- 18 the existing station on San Gabriel
- 19 River at Beverly Boulevard, Station
- 20 F263B-R.
- 21 g. The portion of Reclaimed Water from
- 22 Whittier Narrows Reclamation Plant
- 23 diverted to Rio Hondo.
- 24 2. Measurement of local storm inflow to the channel
- 25 of each of the Rio Hondo and San Gabriel River
- 26 within Montebello Forebay.
- 27 a. Montebello storm drain, Station F181-R.
- 28 b. Calculation of unmeasured local storm
- 29 inflow.
- 30 3. Measurements of diversions to spreading grounds ~~in~~
- 31 Montebello Forebay.
- 32 4. Measurement of surface outflow from Montebello
- Forebay in the channel of each of Rio Hondo and

1 San Gabriel River.

- 2 a. Rio Hondo above Stewart and Gray
3 Road, Station F45B-R.
4 b. San Gabriel River at Florence
5 Avenue, Station F262-R.

6 5. Measurement of Lower Area Replenishment Water
7 imported to Upper Area from outside the water-
8 shed of the San Gabriel River system.

- 9 a. Rio Hondo By-pass Channel,
10 Station F313-R.
11 b. San Gabriel By-pass Channel,
12 Station F314-R.
13 c. San Gabriel River MWD Outlet,
14 Station M335-R.
15 d. Alhambra Wash MWD Outlet,
16 Station M340-R.
17 e. Any other measuring point or points
18 in Upper Area at which such replen-
19 ishment water is released.

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

23 In the event that any of the aforementioned gaging
24 stations are inoperative for any reason and for any period of
25 time the Watermaster shall estimate the quantity that would
26 have been measured at the station had it been operative. The
27 estimate shall be based on correlation to nearby operative
28 measuring stations or on other reasonable engineering methods.
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TABLE 6

RAINFALL - RUNOFF RELATIONSHIP OF SYCAMORE CANYON*

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

Extrapolate for rainfall values in excess of 30 inches.

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

B. Subsurface Flow

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

1 at the location shown on Exhibit A as "narrowest section".

2 Darcy's Law states that $Q = PAI$, in which

3 $Q =$ Subsurface Flow

4 $P =$ Permeability, in gallons per day per
5 square foot under unit hydraulic gradient

6 $I =$ Slope of water table

7 $A =$ Cross-sectional area

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

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

22 It should be noted that $T = PD$, where $T =$
23 transmissibility in gallons per day per foot of width under
24 unit hydraulic gradient and $D =$ saturated depth in feet.
25 Therefore $PA = TW$ and $Q = PAI = TWI$. The product TW (or PA)
26 for the entire cross-sectional area was determined to be
27 $4,739.5 \times 1,000,000$ gallons per day, or 7,333.6 cfs. The
28 actual slope of the water table, I , would then be applied to
29 the calculated quantity of TW (or PA).

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

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

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

6 $C = P_1 W d,$

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

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

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

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

16 Utilizing the values of permeability shown above, then

17 $C = 24.45 d,$ in cubic feet per second, for values
18 of " d " to a depth of 100 feet below the
19 ground surface.

20 The "effective transmissibility" is equal to the total
21 transmissibility times the width at the narrowest section minus
22 $C,$ or,

23 $Tw_e = TW - C$

24 $Tw_e = 7,334 - C,$ in cubic feet per second.

25 Subsurface Flow is equal to the effective transmissi-
26 bility times the average slope of the water table. The formula
27 derived from the foregoing, may be stated as follows:

28 $Q = 724 I [7,334 - 24.45 (208 - E)]$

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

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

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

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

- 1 (1) Ground water level contour maps in the vicinity of Whittier
2 Narrows are drawn on the basis of water level measurements.
- 3 (2) A line representing the narrowest cross-section is drawn on
4 the ground water contour maps.
- 5 (3) This line is subdivided into four equal lengths.
- 6 (4) The average slope of the water table at each of the three
7 points within the narrowest section is determined along a line
8 perpendicular to the ground water contours in the manner hereto-
9 fore used by the State of California, Department of Water
10 Resources.
- 11 (5) Adjustment is made to the ground water slope at each of the
12 three points so that it is perpendicular to the narrowest section
13 by:
- 14 (a) measuring the angle, in degrees, between the
15 line representing the narrowest cross-section and
16 the tangent to the flow line at the narrowest
17 cross-section,
- 18 (b) applying the sine of that angle to the previously
19 determined slope to determine the adjusted slope, and
20 (c) obtaining an average of the three adjusted slopes
21 to represent the average slope through the narrowest
22 cross-section.
- 23 (6) The elevation of the water surface at the narrowest cross-
24 section is determined by interpolating between the ground water
25 contours.
- 26 (7) The distance to the ground water surface is computed from
27 the top of the ground by the formula: $d = 208 - E$, where E
28 represents the average water level elevation of the narrowest
29 cross-section, in feet.
- 30 (8) The correction factors for the transmissibility for the
31 area from the top of ground to the water surface is computed by
32 the formula $C = 24.45 d$, in cubic feet per second.

1 (9) The effective transmissibility is computed by the formula
2 $T_w = 7,334 - C$, in cubic feet per second.

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

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

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

10	<u>Location No.</u>	<u>State No.</u>
11	2927B	2S 11W 06M01S
12	2927D	06K01S
13	2928	07B01S
14	2936	06A01S
15	2936A	1S 11W 31J03S
16	2938A	2S 11W 07H1S
17	2938D	05N05S
18	2939	08N01S
19	2939B	18B01S
20	2939G	07R01S
21	2947C	-
22	2947F	05L01S
23	2947N	05P01S
24	2948	05N04S
25	2948E	08B02S
26	2948F	08L03S
27	2957H	-

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

33 C. Export to Lower Area

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

1 IV. ACCOUNTING

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

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

17
18 A. Components of Usable Water

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

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

4 3. Export to Lower Area. The Watermaster shall
5 reduce to acre-feet the meter readings on each of the conduits
6 transporting through Whittier Narrows water diverted from surface
7 streams in Upper Area or pumped or developed from underground
8 sources in Upper Area. These quantities shall be used to
9 determine Export to Lower Area except that after September 30,
10 1966, Export to Lower Area used for determination of Usable
11 Water shall not exceed 23,395 acre-feet per year. (Paragraph
12 3(1) of this Judgment.)
13

14 B. Calculation of Usable Water

15 After determining the amounts of Surface Flow, Sub-
16 surface Flow and Export to Lower Area during a Water Year, as
17 provided above, the Watermaster, in order to determine the extent
18 to which such water constitutes the receipt of Usable Water by
19 Lower Area during such Water Year, shall deduct from the total
20 of such amounts, the following:

21 1. Lower Area Replenishment Water. An amount equal
22 to the total quantity of Lower Area Replenishment Water released
23 in Upper Area in each Water Year subsequent to September 30,
24 1963, less such amount, if any, as the Watermaster determines
25 to be lost due to evaporation or transpiration prior to the
26 receipt of such water in Lower Area;

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

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

1 Surface Flow or Export to Lower Area;

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

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

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

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

1 outflow at Station F45B-R for such periods.

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

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

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

23 (3) These two calculations shall then be
24 averaged arithmetically and the resulting amount
25 shall be Local Storm Outflow from San Gabriel
26 River.
27

28 C. Determination and Delivery of Make-up Water

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

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

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

18 2. By Payment for Reclaimed Water (paragraph 5(i)(2)
19 of the Judgment). The Watermaster shall determine (a) the
20 quantity of Reclaimed Water reclaimed at the Whittier Narrows
21 Water Reclamation Plant as it existed October 1, 1963, and which
22 when so reclaimed shall have been passed through Whittier
23 Narrows, and (b) the quantity, if any, of Reclaimed Water
24 reclaimed at any future additions to said plant after September
25 30, 1963, and which when so reclaimed shall have been passed
26 through Whittier Narrows. Such quantities shall be ascertained
27 from the records of Los Angeles County Flood Control District.

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

1 Judgment.

2 3. By Deliveries to a Lower Area Party (paragraph
3 5(1)(3) of the Judgment). Any Make-up Water delivered directly
4 to a Lower Area Party with the consent of Plaintiffs shall be
5 metered and the meter records reduced to acre-feet per year.
6 Upon being advised that a Lower Area Party has received a direct
7 delivery of Make-up Water pursuant to the provisions of paragraph
8 5(i)(3) of the Judgment, the Watermaster shall credit Upper Area
9 Parties with delivery of such Make-up Water in the Water Year in
10 which it was so delivered.

11
12 D. Long-term Accounting

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

21
22 E. Water Usable for Ground Water Replenishment

23 With respect to any delivery of Make-up Water the
24 Watermaster shall determine the suitability of such water for
25 ground water replenishment. The Watermaster shall gather,
26 insofar as readily available from public and private agencies,
27 data relating to the quality of all categories of water,
28 Surface Flow, Subsurface Flow, Export to Lower Area, Reclaimed
29 Water, Lower Area Replenishment Water and Make-up Water.
30
31
32

REIMBURSEMENT CONTRACT

LONG BEACH v. SAN GABRIEL

d.

REIMBURSEMENT CONTRACT

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ed.

REIMBURSEMENT CONTRACT

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

ed.

RECITALS

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

2. Judgment. The parties named above, except City

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

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

DEFINITIONS

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

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

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

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

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

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

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

OPERATIVE PROVISIONS

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

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

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

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

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

Costs allocated and determined as provided below.

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

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

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

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

(1) The name and address of the Pumper;

and

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

the calendar year covered.

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

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

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

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

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

ed.

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

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

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

ed.

(a) Notice of Request for Redetermination.

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

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

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

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

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

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

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

ed.

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

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

(a) Allocation of Portion of Burden to Taxes.

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

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

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

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

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

ed.

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

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

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

ed.

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

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

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

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

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

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

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

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

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

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

Dated: _____.

(SEAL)

By _____

By _____

ed.

APPENDIX C
MAIN BASIN JUDGEMENT

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

UPPER SAN GABRIEL VALLEY
MUNICIPAL WATER DISTRICT

Plaintiff,

vs.

CITY OF ALHAMBRA, et al,

Defendants.

No. 924128

AMENDED JUDGMENT
(and Exhibits Thereto),

Honorable Florence T. Pickard
Assigned Judge Presiding

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

JUDGMENT AS AMENDED AUGUST 24, 1989

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Attorney for Watermaster

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

UPPER SAN GABRIEL VALLEY)
MUNICIPAL WATER DISTRICT,)
)
Plaintiff,)
)
vs.)
)
CITY OF ALHAMBRA, et al.,)
)
Defendants..)
_____)

No. 924128

AMENDED JUDGMENT

(And Exhibits Thereto)

HONORABLE FLORENCE T. PICKARD

Assigned Judge Presiding

DEPARTMENT 38

August 24, 1989

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EXHIBITS

27 "A" -- Map entitled "San Gabriel River Watershed
 28 Tributary to Whittier Narrows"

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Exhibits Continued

- "B" -- Boundaries of Relevant Watershed
- "C" -- Table Showing Base Annual Diversion Rights
of Certain Diverters
- "D" -- Table Showing Rights and Pumper's Share of Each Pumper
- "E" -- Table Showing Production Rights of Each
Integrated Producer
- "F" -- Table Showing Special Category Rights
- "G" -- Table Showing Non-consumptive Users
- "H" -- Watermaster Operating Criteria
- "J" -- Puente Narrows Agreement
- "K" -- Overlying Rights
- "L" -- List of Producers and Their Designees (New)
- "M" -- Watermaster Members, Officers, and Staff Including
Calendar Year 1989 (New)

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8 SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
9

10	UPPER SAN GABRIEL VALLEY)	
11	MUNICIPAL WATER DISTRICT,)	No. 924128
	Plaintiff,)	AMENDED JUDGMENT
12)	
13	vs.)	
14	CITY OF ALHAMBRA, et al.,)	
15	Defendants.)	Hearing: August 24, 1989
16	_____)	Department 38, 9:00 A.M.

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

23 I. INTRODUCTION

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

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

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

12 3. Lis Pendens. (New) A Lis Pendens was recorded August
13 20, 1970, as Document 2650, in Official Records of Los Angeles
14 County, California, in Book M 3554, Page 866.

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

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

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

1 7. Amendments to Judgment. (New) The original Judgment
2 herein was previously amended on March 29, 1979, by: (1) adding
3 definition (r [1]) thereto, (2) amending definition (bb)
4 therein, (3) adding Exhibit "K" thereto, (4) adding Sections
5 14.5 and 16.5 thereto, and (5) amending Sections 37(b), 37(c),
6 37(d), and Section 47 therein; it was again amended on December
7 21, 1979, by amending Section 38(c) thereof; again amended on
8 February 21, 1980, by amending Section 24 thereof; again amended
9 on September 12, 1980, by amending Sections 35(a), 37(a), and
10 38(a); again amended on December 22, 1987, by adding Section
11 37(e) thereto; and last amended on July 22, 1988 by amending
12 Section 37(e) thereof and Ordering an Amended Judgment herein.

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

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

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

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

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

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

1 (d) Diverter -- Any party who Diverts.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19 (s) Overlying Rights -- (Prior Judgment Section
20 4 (r) [1]) The right to Produce water from the Basin for use
21 on Overlying Lands, which rights are exercisable only on
22 specifically defined Overlying Lands and which cannot be
23 separately conveyed or transferred apart therefrom.

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

28 (u) Prescriptive Pumping Right -- (Prior Judgment

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

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

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

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

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

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

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

22 (bb) Relevant Watershed -- (Prior Judgment Section
23 4(aa)) That portion of the San Gabriel River watershed
24 tributary to Whittier Narrows which is shown as such on Exhibit
25 "A", and the exterior boundaries of which are described in
26 Exhibit "B".

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

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

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

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

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

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

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

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

25 (gg) Transporting Parties -- (Prior Judgment Section 4
26 (ff)) Any party presently transporting water (i.e., during the
27 12 months immediately preceding the making of the findings
28 herein) from the Relevant Watershed or Basin to an area outside

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

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

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

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

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

27 Exhibit "B" -- Boundaries of Relevant Watershed.

28 Exhibit "C" -- Table Showing Base Annual Diversion

1 Rights of Certain Diverters.

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

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

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

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

8 Exhibit "H" -- Watermaster Operating Criteria.

9 Exhibit "J" -- Puente Narrows Agreement.

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

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

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

19 II. DECREE

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

22 A. DECLARATION OF HYDROLOGIC CONDITIONS

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

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

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

9 B. DECLARATION OF RIGHTS

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

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

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

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

3 (c) Common Ownership of Safe Yield and Incidents
4 Thereeto. By reason of said Overdraft and mutual Pre-
5 scription, the entire Natural Safe Yield of the Basin, the
6 Operating Safe Yield thereof and the appurtenant rights to
7 Ground Water storage capacity of the Basin are owned by
8 Pumpers in undivided Pumpers' Shares as hereinafter
9 individually declared, subject to the control of
10 Watermaster, pursuant to the Physical Solution herein
11 decreed. Nothing herein shall be deemed in derogation of
12 the rights to spread water pursuant to rights set forth in
13 Exhibit "G".

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

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

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

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

7 (2) a mutually prescriptive Pumper's Share
8 component based upon Pumping during the period 1953 through
9 1967.

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

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

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

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

8 21. Overlying Rights. (Prior Judgment Section 14.5)

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

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

16 C. INJUNCTION

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

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

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

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

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

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

13 D. CONTINUING JURISDICTION

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

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

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

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

9 E. WATERMASTER

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

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

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

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

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

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

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

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

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

1 of the Watermaster shall constitute a quorum for the transaction
2 of affairs of the Watermaster. Action by the affirmative vote
3 of five (5) members shall constitute action by Watermaster,
4 except that the affirmative vote of six (6) members shall be
5 required:

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

8 (b) to enter in any Agreement pursuant to Section
9 34 (m) hereof.

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

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

26 (a) Minutes. Minutes of all Watermaster meetings
27 shall be kept which shall reflect all actions taken by
28 Watermaster. Draft copies thereof shall be furnished to

1 any party who files a request therefor in writing with
2 Watermaster. Said draft copies of minutes shall constitute
3 notice of any Watermaster action therein reported; failure
4 to request copies thereof shall constitute waiver of
5 notice.

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

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

25 (d) Adjournments. Any meeting of Watermaster may be
26 adjourned to a time and place specified in the order of
27 adjournment. Less than a quorum may so adjourn from time
28 to time. A copy of the order or notice of adjournment

1 shall be conspicuously posted on or near the door of the
2 place where the meeting was held within twenty-four (24)
3 hours after adoption of the order of adjournment.

4 34. Powers and Duties. (Prior Judgment Section 26)

5 Subject to the continuing supervision and control of the Court,
6 Watermaster shall have and may exercise the following express
7 powers, and shall perform the following duties, together with
8 any specific powers, authority and duties granted or imposed
9 elsewhere in this Judgment or hereafter ordered or authorized by
10 the Court in the exercise of its continuing jurisdiction.

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

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

20 (c) Employment of Experts and Agents. To employ such
21 administrative personnel, engineering, geologic,
22 accounting, legal or other specialized services and
23 consulting assistants as may be deemed appropriate in
24 the carrying out of its powers and to require appropriate
25 bonds from all officers and employees handling Watermaster
26 funds.

27 (d) Measuring Devices, etc. To cause parties,
28 pursuant to uniform rules, to install and maintain in good

1 operating condition, at the cost of each party, such
2 necessary measuring devices or meters as may be
3 appropriate; and to inspect and test any such measuring
4 device as may be necessary.

5 (e) Assessments. To levy and collect all Assessments
6 specified in the Physical Solution.

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

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

14 (h) Purchase of and Recharge with Supplemental Water.
15 To purchase Supplemental Water and to introduce the same
16 into the Basin for replacement or cyclic storage purposes,
17 subject to the affirmative vote of six (6) members of
18 Watermaster.

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

22 (j) Cooperation With Existing Agencies. To act
23 jointly or cooperate with agencies of the United States and
24 the State of California or any political subdivision,
25 municipality or district to the end that the purposes of
26 the Physical Solution may be fully and economically carried
27 out. Specifically, in the event Upper District has
28 facilities available and adequate to accomplish any of the

1 administrative functions of Watermaster, consideration
2 shall be given to performing said functions under contract
3 with Upper District in order to avoid duplication of
4 facilities.

5 (k) Assumption of Make-up Obligation. Watermaster
6 shall assume the Make-up Obligation for and on behalf of
7 the Basin.

8 (m) Water Quality. Water quality in the Basin shall
9 be a concern of Watermaster, and all reasonable steps shall
10 be taken to assist and encourage appropriate regulatory
11 agencies to enforce reasonable water quality regulations
12 affecting the Basin, including regulation of solid and
13 liquid waste disposal.

14 (n) Cyclic Storage Agreements. To enter into
15 appropriate contracts, to be approved by the Court, for
16 utilization of Ground Water storage capacity of the Basin
17 for cyclic or regulatory storage of Supplemental Water by
18 parties and non-parties, for subsequent recovery or
19 Watermaster credit by the storing entity, pursuant to
20 uniform rules and conditions, which shall include provision
21 for:

22 (1) Watermaster control of all spreading or
23 injection and extraction scheduling and procedures for
24 such stored water;

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

28 (3) determination by Watermaster of, and

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

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

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

24 35. Policy Decisions -- Procedure. (Prior Judgment
25 Section 27) It is contemplated that Watermaster will exercise
26 discretion in making policy decisions relating to Basin
27 management under the Physical Solution decreed herein. In order
28 to assure full participation and opportunity to be heard for

1 those affected, no policy decision shall be made by Watermaster
2 until thirty (30) days after the question involved has been
3 raised for discussion at a Watermaster meeting and noted in the
4 draft of minutes thereof.

5 36. Reports. (Prior Judgment Section 28) Watermaster
6 shall annually file with the Court and mail to the parties a
7 report of all Watermaster activities during the preceding year,
8 including an audited statement of all accounts and financial
9 activities of Watermaster, summary reports of Diversions and
10 Pumping, and all other pertinent information. To the extent
11 practical, said report shall be mailed to all parties on or
12 before November 1.

13 37. Review Procedures. (Prior Judgment Section 29)
14 Any action, decision, rule or procedure of Watermaster (other
15 than a decision establishing Operating Safe Yield, see Section
16 43[c]) shall be subject to review by the Court on its own motion
17 or on timely motion for an Order to Show Cause by any party, as
18 follows:

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

25 (b) Notice of Motion. Any party may, by a regularly
26 noticed motion, petition the Court for review of said
27 Watermaster's action or decision. Notice of such motion
28 shall be mailed to Watermaster and all parties. Unless so

1 ordered by the Court, such petition shall not operate to
2 stay the effect of such Watermaster action.

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

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

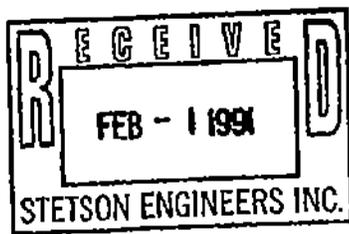
13 (e) Decision. The decision of the Court in such
14 proceeding shall be an appealable Supplemental Order in
15 this case. When the same is final, it shall be binding
16 upon the Watermaster and the parties.

17 F. PHYSICAL SOLUTION

18 38. Purpose and Objective. (Prior Judgment Section 30)
19 Consistent with the California Constitution and the decisions of
20 the Supreme Court, the Court hereby adopts and Orders the
21 parties to comply with this Physical Solution. The purpose and
22 objective of these provisions is to provide a legal and
23 practical means for accomplishing the most economic, long term,
24 conjunctive utilization of surface, Ground Water, Supplemental
25 Water and Ground Water storage capacity to meet the needs and
26 requirements of the water users dependent upon the Basin and
27 Relevant Watershed, while preserving existing equities.

28 39. Need for Flexibility. (Prior Judgment Section 31) In

1 Ralph B. Helm - Bar No. 022004
2 4605 Lankershim Boulevard, #214
3 North Hollywood, CA 91602
4 Telephone (818) 769-2002
5 Attorney for Watermaster - Petitioner



8 SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

9
10 UPPER SAN GABRIEL VALLEY) No. 924129
11 MUNICIPAL WATER DISTRICT,)
12 Plaintiff,) ORDER AMENDING JUDGMENT TO
13 vs.) EXPAND WATERMASTER'S POWERS
14 CITY OF ALHAMBRA, et al.,) TO INCLUDE MAINTENANCE,
15 Defendants.) IMPROVEMENT, AND CONTROL OF
16) BASIN WATER QUALITY WITH
17) ALLOWABLE FUNDING THROUGH
18) IN-LIEU ASSESSMENTS
19) Hearing: August 7, 1990
20) Department 38, 9:15 A. M.

21 The Petition of the Main San Gabriel Basin Watermaster
22 (Watermaster) for Amendment to Judgment herein to expand its
23 powers to include maintenance, improvement, and control of Basin
24 water quality by controlling pumping in the Basin, with
25 allowable funding for associated costs to be paid through its
26 In-Lieu Assessments, was continued on July 31, 1990, to August
27 7, 1990, when it duly and regularly came on for hearing, at 9:15
28 o'clock A. N. in Department 38 of the above entitled Court, the
Honorable FLORENCE T. PICKARD, Assigned Judge Presiding. Ralph
B. Helm appeared as Attorney for Watermaster - Petitioner; Wayne
K. Lemieux appeared for Defendant, San Gabriel Valley Municipal
Water District, in support of the Petition; Fred Vendig, General

1 Counsel, Karen L. Tachiki, Assistant General Counsel, and
2 Victor E. Gleason, Senior Deputy General Counsel, by Victor E.
3 Gleason, appeared for Defendant, The Metropolitan Water District
4 of Southern California, in support of the Petition; Timothy J.
5 Ryan appeared for Defendant, San Gabriel Valley Water Company,
6 in opposition to the Petition; Lagerlof, Senecal, Drescher &
7 Swift, by H. Jess Senecal, appeared for Defendants, Calmat
8 Company, Livingston-Graham, Owl Rock Products, AZ-Two, Inc., and
9 Sully-Miller Contracting Company, in opposition to the Petition;
10 Ira Reiner, Los Angeles County District Attorney, by Jan
11 Chatten-Brown, Special Assistant to the District Attorney,
12 appeared in opposition to the Petition; and Sarah F. Bates and
13 Laurens H. Silver, by Sarah F. Bates, appeared on behalf of
14 Amicus Curiae Sierra Club, in opposition to the Petition.

15 The Court acknowledged receipt and consideration of:
16 letters in support of the Petition by the California Regional
17 Water Quality Control Board - Los Angeles Region and by the
18 State Water Resources Control Board; a copy of a letter
19 addressed to the Attorney for Petitioner, from the US
20 Environmental Protection Agency - Region IX, by Mark J.
21 Klaiman, Assistant Regional Counsel, regarding several matters
22 of federal law which EPA believed might ultimately affect the
23 subject Petition; a letter in opposition to the Petition by East
24 Valleys Organization; and a FAX communication to the Court, in
25 opposition to the Petition, from Congressman Esteban E. Torres,
26 which was not communicated to nor seen by the parties.

27 Members of the public, present in Court, were invited to,
28 and did, present oral testimony during the hearing.

1 Under date of December 10, 1990 the Court entered its
2 Intended Decision Re Amendment To Judgment and, by minute order
3 duly entered and mailed to Counsel for Petitioner, ordered
4 copies thereof mailed forthwith to all appearing parties,
5 including those appearing as friends of the court, and to all
6 other affected parties on the case's current mailing list.

7 A Proof Of Service by mail on December 13, 1990, Of
8 Intended Decision Re Amendment To Judgment, as ordered, has been
9 filed with the Court.

10 Opposition to Petitioner's Proposed Order were filed by
11 Amicus Curiae Sierra Club, Amicus Curiae Los Angeles District
12 Attorney, and by Producer Parties Calmat Co., Livingston-Graham,
13 Owl Rock Products Company, AZ-Two, Inc., and Sully-Miller
14 Contracting Company.

15 Proof being made to the satisfaction of the Court and good
16 cause appearing:

17 IT IS, HEREBY, ORDERED:

18 1. That the Amended Judgment herein be further amended by
19 amending Subsection (j) of Section 10 thereof, Definitions, and
20 Section 40 thereof, Division F, Physical Solution, to read as
21 follows:

22 "10 (j) In-Lieu Water Cost - - The differential between a
23 particular Producer's cost of Watermaster directed produced,
24 treated, blended, substituted, or Supplemental Water delivered
25 or substituted to, for, or taken by, such Producer in-lieu of
26 his cost of otherwise normally Producing a like amount of Ground
27 Water from the Basin.

28 "40. Watermaster Control. (Prior Judgment Section 32)

1 In order to develop an adequate and effective program of Basin
2 management, it is essential that Watermaster have broad
3 discretion in the making of Basin management decisions within
4 the ambit hereinafter set forth. The maintenance, improvement,
5 and control of the water quality and quantity of the Basin,
6 withdrawal and replenishment of supplies of the Basin and
7 Relevant Watershed, and the utilization of the water resources
8 thereof, must be subject to procedures established by
9 Watermaster in implementation of the Physical Solution
10 provisions of this Judgment. Both the quantity and quality of
11 said water resource are thereby preserved and its beneficial
12 utilization maximized.

13 "(a) Watermaster shall develop an adequate and effective
14 program of Basin management. The maintenance, improvement, and
15 control of the water quality and quantity of the Basin,
16 withdrawal and replenishment of supplies of the Basin and
17 Relevant Watershed, and the utilization of the water resources
18 thereof, must be subject to procedures established by
19 Watermaster in implementation of the Physical Solution
20 provisions of this Judgment. All Watermaster programs and
21 procedures shall be adopted only after a duly noticed public
22 hearing pursuant to Sections 37 and 40 of the Amended Judgment
23 herein.

24 "(b) Watermaster shall have the power to control pumping in
25 the Basin by water Producers therein for Basin cleanup and water
26 quality control so that specific well production can be directed
27 as to a lesser amount, to total cessation, as to an increased
28 amount, and even to require pumping in a new location in the

1 Basin. Watermaster's right to regulate pumping activities of
2 Producers shall be subordinate to any conflicting Basin cleanup
3 plan established by the EPA or other public governmental agency
4 with responsibility for ground water management or clean up.

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

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

25 "(e) Watermaster shall determine whether funds from local,
26 regional, state or federal agencies are available for regulating
27 pumping and the various costs associated with, or arising from
28 such activities. If no public funds are available from local,

1 regional, state, or federal agencies, the costs shall be
2 obtained and paid by way of an In-Lieu Assessment by Watermaster
3 pursuant to Section 10 (j) of the Amended Judgment herein.
4 Provided such In-Lieu Assessments become necessary, the costs
5 shall be borne by all Basin Producers.

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

14 2. This Amended Judgment shall continue in full force and
15 effect as hereby Ordered and Amended.

16 Dated: January 29, 1991.

17
18 /s/Florence T. Pickard
19 FLORENCE T. PICKARD
20 Judge of the Superior Court,
21 Specially Assigned
22
23
24
25
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27
28

1 order that Watermaster may be free to utilize both existing and
2 new and developing technological, social and economic concepts
3 for the fullest benefit of all those dependent upon the Basin,
4 it is essential that the Physical Solution hereunder provide for
5 maximum flexibility and adaptability. To that end, the Court
6 has retained continuing jurisdiction to supplement the broad
7 discretion herein granted to the Watermaster.

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

20 41. General Pattern of Contemplated Operation. (Prior
21 Judgment Section 33) In general outline (subject to the
22 specific provisions hereafter and to Watermaster Operating
23 Criteria set forth in Exhibit "H"), Watermaster will determine
24 annually the Operating Safe Yield of the Basin and will notify
25 each Pumper of his share thereof, stated in acre feet per Fiscal
26 Year. Thereafter, no party may Produce in any Fiscal Year an
27 amount in excess of the sum of his Diversion Right, if any, plus
28 his Pumper's Share of such Operating Safe Yield, or his

1 Integrated Production Right, or the terms of any Cyclic Storage
2 Agreement, without being subject to Assessment for the purpose
3 of purchasing Replacement Water. In establishing the Operating
4 Safe Yield, Watermaster shall follow all physical, economic, and
5 other relevant parameters provided in the Watermaster Operating
6 Criteria. Watermaster shall have Assessment powers to raise
7 funds essential to implement the management plan in any of the
8 several special circumstances herein described in more detail.

9 42. Basin Operating Criteria. (Prior Judgment Section 34)

10 Until further order of the Court and in accordance with the
11 Watermaster Operating Criteria, Watermaster shall not spread
12 Replacement Water when the water level at the Key Well exceeds
13 Elevation two hundred fifty (250), and Watermaster shall spread
14 Replacement Water, insofar as practicable, to maintain the water
15 level at the Key Well above Elevation two hundred (200).

16 43. Determination of Operating Safe Yield. (Prior

17 Judgment Section 35) Watermaster shall annually determine the
18 Operating Safe Yield applicable to the succeeding Fiscal Year
19 and estimate the same for the next succeeding four (4) Fiscal
20 Years. In making such determination, Watermaster shall be
21 governed in the exercise of its discretion by the Watermaster
22 Operating Criteria. The procedures with reference to said
23 determination shall be as follows:

24 (a) Preliminary Determination. On or before

25 Watermaster's first meeting in April of each year,
26 Watermaster shall make a Preliminary Determination of the
27 Operating Safe Yield of the Basin for each of the
28 succeeding five Fiscal Years. Said determination shall be

1 made in the form of a report containing a summary statement
2 of the considerations, calculations and factors used by
3 Watermaster in arriving at said Operating Safe Yield.

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

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

28 44. Reports of Pumping and Diversion. (Prior Judgment

1 Section 36) Each party (other than Minimal Producers) shall
2 file with the Watermaster quarterly, on or before the last day
3 of January, April, July and October, a report on a form to be
4 prescribed by Watermaster showing the total Pumping and
5 Diversion (separately for Direct Use and for non-consumptive
6 use, if any,) of such party during the preceding calendar
7 quarter.

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

15 (a) Watermaster Administration Costs. Within thirty
16 (30) days after completion of the hearing on the
17 Preliminary Determination of the Operating Safe Yield of
18 the Basin and Watermaster's determination thereof, pursuant
19 to Section 43 hereof, Watermaster shall adopt a proposed
20 budget for the succeeding Fiscal Year and shall mail a copy
21 thereof to each party, together with a statement of the
22 level of Administration Assessment levied by Watermaster
23 which will be collected for purposes of raising funds for
24 said budget. Said Assessment shall be uniformly applicable
25 to each acre foot of Production.

26 (b) Replacement Water Costs. Replacement Water
27 Assessments shall be collected from each party on account
28 of such party's Production in excess of its Diversion

1 Rights, Pumper's Share or Integrated Production Right, and
2 on account of the consumptive use portion of Overlying
3 Rights, computed at the applicable rate established by
4 Watermaster consistent with the Watermaster Operating
5 Criteria.

6 (c) Make-Up Obligation. An Assessment shall be
7 collected equally on account of each acre foot of
8 Production, which does not bear a Replacement Assessment
9 hereunder, to pay all necessary costs of Administration and
10 satisfaction of the Make-Up Obligation. Such Assessment
11 shall not be applicable to water Production for an
12 Overlying Right.

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

18 (e) Basin Water Quality Improvement. For purposes of
19 testing, protecting or improving the water quality in the
20 Basin, Watermaster may, after a noticed hearing thereon,
21 fix terms and conditions under which it may waive all or
22 any part of its Assessments on such ground water
23 Production and if such Production, in addition to his other
24 Production, does not exceed such Producer's Share or
25 entitlement for that Fiscal Year, such stated Production
26 shall be allowed to be carried over for a part of such
27 Producer's next Fiscal Year's Producer's Share or
28 entitlement. In connection therewith, Watermaster may also

1 waive the provisions of Sections 25, 26 and 57 hereof,
2 relating to Injunction Against Unauthorized Recharge,
3 Injunction Against Transportation From Basin or Relevant
4 Watershed, and Intervention After Judgment, respectively.
5 Nothing in this Judgment is intended to allow an increase
6 in any Producer's annual entitlement nor to prevent
7 Watermaster, after hearing thereon, from entering into
8 contracts to encourage, assist and accomplish the clean up
9 and improvement of degraded water quality in the Basin by
10 non-parties herein. Such contracts may include the
11 exemption of the Production of such Basin water therefor
12 from Watermaster Assessments and, in connection therewith,
13 the waiver of the provisions of Judgment Sections 25, 26,
14 and 57 hereof.

15 46. Assessments -- Procedure. (Prior Judgment Section 38)

16 Assessments herein provided for shall be levied and collected
17 as follows:

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

27 (b) Payment. Each Assessment shall be payable, and
28 each party is Ordered to pay the same, on or before

1 September 20, following such Assessment, subject to the
2 rights reserved in Section 37 hereof.

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

19 47. Availability of Supplemental Water From Responsible
20 Agencies. (Prior Judgment Section 39) If any Responsible
21 Agency shall, for any reason, be unable to deliver Supplemental
22 Water to Watermaster when needed, Watermaster shall collect
23 funds at an appropriate level and hold them in trust, together
24 with interest accrued thereon, for purchase of such water when
25 available.

26 48. Accumulation of Replacement Water Assessment Proceeds.
27 (Prior Judgment Section 40) In order to minimize fluctuation
28 in Assessments and to give Watermaster flexibility in Basin

1 management, Watermaster may make reasonable accumulations of
2 Replacement Water Assessments. Such moneys and any interest
3 accrued thereon shall only be used for the purchase of
4 Replacement Water.

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

14 50. Minimal Producers. (Prior Judgment Section 42) In
15 the interest of Justice, Minimal Producers are exempted from the
16 operation of this Physical Solution, so long as such party's
17 annual Production does not exceed five (5) acre feet. Quarterly
18 Production reports by such parties shall not be required, but
19 Watermaster may require, and Minimal Producers shall furnish,
20 specific periodic reports. In addition, Watermaster may conduct
21 such investigation of future operations of any Minimal Producer
22 as may be appropriate.

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

1 G. MISCELLANEOUS PROVISIONS

2 52. Puente Narrows Flow. (Prior Judgment Section 44)

3 The Puente Basin is tributary to the Main San Gabriel Basin.
4 All Producers within said Puente Basin have been dismissed
5 herein, based upon the Puente Narrows Agreement (Exhibit "J"),
6 whereby Puente Basin Water Agency agreed not to interfere with
7 surface inflow and to assure continuance of historic subsurface
8 contribution of water to Main San Gabriel Basin. The Court
9 declares said Agreement to be reasonable and fair and in full
10 satisfaction of claims by Main San Gabriel Basin for natural
11 water from Puente Basin.

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

18 Until said pipeline is built and capable of delivering a
19 minimum of twenty-eight thousand eight-hundred (28,800) acre
20 feet of State Project water per year, defendant cities of
21 Alhambra, Azusa, and Monterey Park shall pay to Watermaster each
22 Fiscal Year a Replacement Assessment at a uniform rate
23 sufficient to purchase Replenishment Water when available,
24 which rate shall be declared by San Gabriel District.

25 When water is available through said pipeline, San Gabriel
26 District shall make the same available to Watermaster, on his
27 reasonable demand, at said specified rate per acre foot.

28 Interest accrued on such funds shall be paid to San Gabriel

1 District.

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

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

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

23 Delivery to or service upon any party by Watermaster, by
24 any other party, or by the Court, of any item required to be
25 served upon or delivered to a party under or pursuant to the
26 Judgment may be made by deposit thereof (or by copy thereof) in
27 the mail, first class, postage prepaid, addressed to the
28 Designee of the party and at the address shown in the latest

1 designation filed by that party.

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

11 (1) a Transporting Party, or

12 (2) a successor in interest immediate or mediate to a
13 water system on lands or portion thereof, theretofore
14 served by such a Transporting Party, for use by such
15 successor in accordance with limitations applicable to
16 Transporting Parties, or

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

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

23 56. Abandonment of Rights. (Prior Judgment Section 48)
24 It is in the interest of reasonable beneficial use of the Basin
25 and its water supply that no party be encouraged to take and use
26 more water in any Fiscal Year than is actually required.
27 Failure to Produce all of the water to which a party is entitled
28 hereunder shall not, in and of itself, be deemed or constitute

1 an abandonment of such party's right, in whole or in part.
2 Abandonment and extinction of any right herein Adjudicated shall
3 be accomplished only by:

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

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

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

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

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

1 only the parties to this action, but as well to their respective
2 heirs, executors, administrators, successors, assigns, lessees,
3 licensees and to the agents, employees and attorneys in fact of
4 any such persons.

5 59. Water Rights Permits. (Prior Judgment Section 51)
6 Nothing herein shall be construed as affecting the relative
7 rights and priorities between MWD and San Gabriel Valley
8 Protective Association under State Water Rights Permits Nos.
9 7174 and 7175, respectively.

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

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

14 DATED: August 24, 1989.

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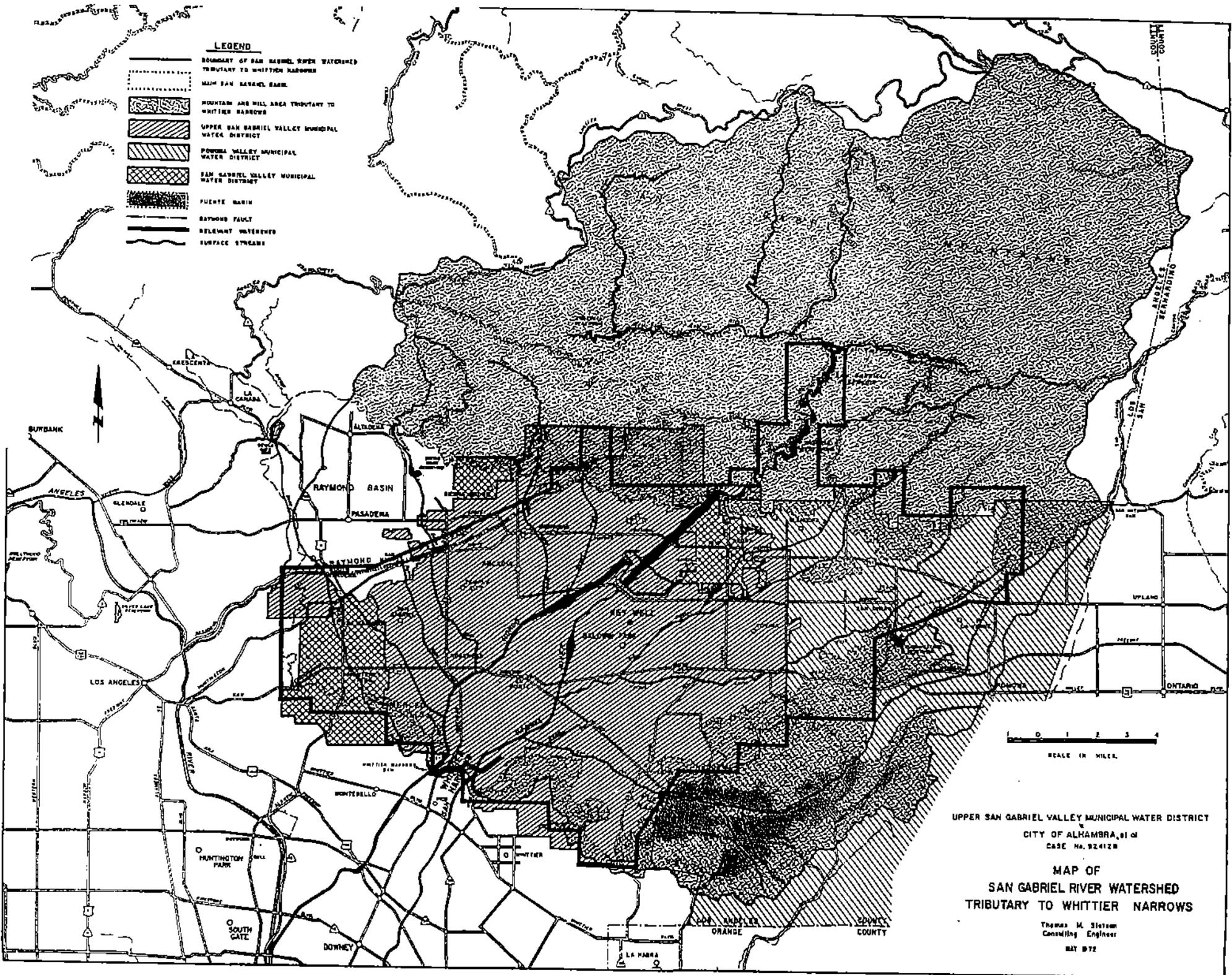
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s/ Florence T. Pickard
Florence T. Pickard, Judge
Specially Assigned

LEGEND

- BOUNDARY OF SAN GABRIEL RIVER WATERSHED TRIBUTARY TO WHITTIER NARROWS
- - - - - MAIN SAN GABRIEL BASIN
- [Stippled pattern] MOUNTAIN AND HILL AREA TRIBUTARY TO WHITTIER NARROWS
- [Diagonal lines /] UPPER SAN GABRIEL VALLEY MUNICIPAL WATER DISTRICT
- [Diagonal lines \] POMONA VALLEY MUNICIPAL WATER DISTRICT
- [Cross-hatch pattern] SAN GABRIEL VALLEY MUNICIPAL WATER DISTRICT
- [Dotted pattern] FUENTE MARIN
- RAYMOND FAULT
- RELEVANT WATERSHED
- ~~~~~ SURFACE STREAMS



UPPER SAN GABRIEL VALLEY MUNICIPAL WATER DISTRICT
CITY OF ALHAMBRA, et al
CASE No. 924128

**MAP OF
SAN GABRIEL RIVER WATERSHED
TRIBUTARY TO WHITTIER NARROWS**

Thomas M. Sletten
Consulting Engineer
MAY 1972

Exhibit "B"

BOUNDARIES OF RELEVANT WATERSHED

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Thence South 67° 30' West to an intersection with the Northerly prolongation of the West line of Section 27, Township 1 South, Range 9 West;

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

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

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

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

Thence South a distance of 4,500 feet;

Thence West a distance of 10,700 feet;

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

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

Thence South a distance of 2,000 feet;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Thence North $64^{\circ} 30'$ 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

	Base Annual Diversion Right <u>Acre-Feet</u>
Covell, Ralph (Successor to Rittenhouse, Catherine and Rittenhouse, James)	2.12
Maddock, A. G.	3.40
Rittenhouse, Catherine (Transferred to Covell, Ralph)	0
Rittenhouse, James (Transferred to Covell, Ralph)	0
Ruebhausen, Arline (Held in common with Ruebhausen, Victor) (Transferred to City of Glendale)	0
Ruebhausen, Victor (See Ruebhausen, Arline, above)	0
TOTAL	<u>5.52</u>

Exhibit "D"

TABLE
SHOWING PRESCRIPTIVE PUMPING RIGHTS
AND PUMPER'S SHARE OF EACH PUMPER
AS OF JUNE, 1988

<u>Pumper</u>	<u>Prescriptive Pumping Right Acre-feet</u>	<u>Pumper's Share Percent (%)</u>
Adams Ranch Mutual Water Company	100.00	0.05060
A & E Plastik Pak Co., Inc. (Transferred to Industry Properties, Ltd.)	0	0
Alhambra, City of	8,812.05	4.45876
Amarillo Mutual Water Company	709.00	0.35874
Anchor Plating Co., Inc. (Successor to Bodger & Sons) (Transferred to Crown City Plating Co.)	0	0
Anderson, Ray L. and Helen T., Trustees (Successor to Covina-Valley Unified School District)	50.16	0.02538
Andrade, Marcario and Consuelo; and Andrade, Robert and Jayne (Successor to J. F. Isbell Estate, Inc.)	8.36	0.00423
Arcardia, City of (Successor to First National Finance Corporation) (Transferred to City of Monrovia)	9,252.00 60.90 <u>951.00</u>	4.68137 0.03081 <u>0.48119</u>
	8,361.90	4.23099
Associated Southern Investment Company (Transferred to Southern California Edison Company)	0	0
AZ-Two, Inc. (Lessee of Southwestern Portland Cement Co.)	0	0
Azusa, City	3,655.99	1.84988
Azusa-Western Inc. (Transferred to Southwestern Portland Cement Co.)	0	0
Bahnsen & Beckman Ind., Inc. (Transferred to Woodland, Richard)	0	0

<u>Pumper</u>	<u>Prescriptive Pumping Right Acre-feet</u>	<u>Pumper's Share %</u>
Bahnsen, Betty M. (Transferred to Dawes, Mary Kay)	0	0
Baldwin Park County Water District (See Valley County Water District)	-	-
Banks, Gale C. (Successor to Doyle, Mr. and Mrs.; and Madruga, Mr. and Mrs.)	50.00	0.02530
Base Line Water Company	430.20	0.21767
Beverly Acres Mutual Water Company	93.00	0.04706
Birenbaum, Max (Held in common with Birenbaum, Sylvia; Schneiderman, Alan; Schneiderman, Lydia; Wigodsky, Bernard; Wigodsky, Estera) (Transferred to City of Whittier)	0	0
Birenbaum, Sylvia (See Birenbaum, Max)	-	-
) Blue Diamond Concrete Materials Div., The Flintkote Company (Transferred to Sully-Miller Contracting Co.)	0	0
Bodger & Sons DBA Bodger Seeds Ltd. (Transferred to Anchor Plating Co., Inc.)	0	0
Botello Water Company	0	0
Burbank Development Company	50.65	0.02563
Cadway, Inc. (Successor to: Corcoran, Jack S. and R. L.) Corcoran, Jack S. and R. L.)	100.00 <u>100.00</u> 200.00	0.05060 <u>0.05060</u> 0.10120
Cal Fin (Transferred to Suburban Water Systems)	0	0
California-American Water Company (San Marino System)	7,868.70	3.98144
California Country Club	0	0

<u>Pumper</u>	<u>Prescriptive Pumping Right Acre-feet</u>	<u>Pumper's Share %</u>
California Domestic Water Company (Successor to: Cantrill Mutual Water Company Industry Properties, Ltd. Modern Accent Corporation Fisher, Russell)	11,024.82 42.50 73.50 256.86 <u>19.00</u> 11,416.68	5.57839 0.02150 0.03719 0.12997 <u>0.00961</u> 5.77666
California Materials Company	0	0
Cantrill Mutual Water Company (Transferred to California Domestic Water Co.)	0	0
Cedar Avenue Mutual Water Company	121.10	0.06127
Champion Mutual Water Company	147.68	0.07472
Chronis, Christine (See Polopolus, et al)	-	-
Clayton Manufacturing Company	511.80	0.25896
Collison, E. O.	0	0
Comby, Erma M. (See Wilmott, Erma M.)	-	-
Conrock Company (Formerly Consolidated Rock Products Co.) (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
Consolidated Rock Products Co. (See Conrock Company)	-	-
Corcoran, Jack S. (Held in common with Corcoran, R. L.) (Transferred to: Cadway, Inc. Cadway, Inc.)	 747.00 100.00 <u>100.00</u> 547.00	 0.37797 0.05060 <u>0.05060</u> 0.27677
Corcoran, R. L. (See Corcoran, Jack S.)	-	-
County Sanitation District No. 18 of Los Angeles County	4.50	0.00228

<u>Pumper</u>	<u>Prescriptive Pumping Right Acre-feet</u>	<u>Pumper's Share %</u>
Covell, et al. (Successor to Rittenhouse, Catherine and Rittenhouse, James) (Held in common with Jobe, Darr; Goedert, Lillian E.; Goedert, Marion W.; Lakin, Kendall R.; Lakin, Kelly R.; Snyder, Harry)	111.05	0.05619
Covina, City of (Transferred to Covina Irrigating Company)	2,507.89	1.26895
(Transferred to Covina Irrigating Company)	1,734.00	0.87737
	<u>300.00</u>	<u>0.15179</u>
	473.89	0.23979
Covina-Valley Unified School District (Transferred to Anderson, Ray)	0	0
Crevolin, A. J.	2.25	0.00114
Crocker National Bank, Executor of the Estate of A. V. Handorf (Transferred to Modern Accent Corp.)	0	0
Cross Water Company (Transferred to City of Industry)	0	0
Crown City Plating Company (Successor to Anchor Plating Co., Inc.)	190.00	0.09614
	<u>10.00</u>	<u>0.00506</u>
	200.00	0.10120
Davidson Optronics, Inc.	22.00	0.01113
Dawes, Mary Kay (Successor to Bahnsen, Betty M.)	441.90	0.22359
Del Rio Mutual Water Company	199.00	0.10069
Denton, Kathryn W., Trustee for San Jose Ranch Company (Transferred to White, June G., Trustee of the June G. White Share of the Garnier Trust)	0	0
Doyle, Mr. and Mrs.; and Madruga, Mr. and Mrs. (Successor to Sawpit Farms, Ltd.) (Transferred to Banks, Gale C.)	0	0
Driftwood Dairy	163.80	0.08288
Duhakde, L. (Transferred to El Monte Union High School District)	0	0

<u>Pumper</u>	<u>Prescriptive Pumping Right Acre-feet</u>	<u>Pumper's Share %</u>
Dunning, George (Held in common with Dunning, Vera H.) (Successor to Vera H. Dunning)	324.00	0.16394
Dunning, Vera H. (Transferred to George Dunning)	-	-
East Pasadena Water Company, Ltd.	1,407.69	0.71227
Eckis, Rollin (Successor to Sawpit Farms, Ltd.) (Transferred to City of Monrovia)	0	0
El Encanto Properties (Transferred to La Puente Valley County Water District)	0	0
El Monte, City of	2,784.23	1.40878
El Monte Cemetary Association	18.50	0.00936
El Monte Union High School District (Successor to Duhalde, L.) (Transferred to City of Whittier)	0	0
Everett, Mrs. Alda B. (Held in common with Everett, W. B., Executor of the Estate of I. Worth Everett)	0	0
Everett, W. B., Executor of the Estate of I. Worth Everett (See Everett, Mrs. Alda B.)	-	-
Faix, Inc. (Successor to Frank F. Pellissier & Sons, Inc.) (Transferred to Faix, Ltd.)	0	0
Faix, Ltd. (Successor to Faix, Inc.)	6,490.00	3.28384
First National Finance Corporation (Transferred to City of Arcadia)	0	0
Fisher, Russell (Held in common with Hauch, Edward and Warren, Clyde) (Transferred to California Domestic Water Company)	0	0

<u>Pumper</u>	<u>Prescriptive Pumping Right Acre-feet</u>	<u>Pumper's Share %</u>
Frank F. Pellissier & Sons, Inc. (Transferred to Faix, Inc.)	0	0
Fruit Street Water Company (Transferred to: Gifford, Brooks, Jr. City of La Verne)	0	0
Gifford, Brooks, Jr. (Successor to: Fruit Street Water Co., Mission Gardens Mutual Water Company) (Transferred to City of Whittier)	0	0
Gilkerson, Frank B. (Transferred to Jobe, Darr)	-	-
Glendora Unified High School District (Transferred to City of Glendora)	0	0
Goedert, Lillian E. (See Covell, et al)	-	-
Goedert, Marion W. (See Covell, et al)	-	-
Graham, William (Transferred to Darr Jobe)	-	-
Green, Walter	71.70	0.03628
Grizzle, Lissa B. (Held in common with Grizzle, Mervin A.; Wilson, Harold R.; Wilson, Sarah C.) (Transferred to City of Whittier)	0	0
Grizzle, Mervin A. (See Grizzle, Lissa B.)	0	0
Hansen, Alice	0.75	0.00038
Hartley, David	0	0
Hauch, Edward (See Fisher, Russell)	0	0
Hemlock Mutual Water Company	166.00	0.08399

<u>Pumper</u>	<u>Prescriptive Pumping Right Acre-feet</u>	<u>Pumper's Share %</u>
Hollenbeck Street Water Company (Transferred to Suburban Water Systems)	0	0
Hunter, Lloyd F. (Successor to R. Wade)	4.40	0.00223
Hydro-Conduit Corporation	0	0
Industry Waterworks System, City of (Successor to Cross Water Company)	1,103.00	0.55810
Industry Properties, Ltd. (Successor to A & E Plastik Pak Co., Inc.) (Transferred to California Domestic Water Co.)	0	0
J. F. Isbell Estate, Inc. (Transferred to Andrade, Macario and Consuelo; and Andrade, Robert and Jayne)	0	0
Jerris, Helen (See Polopolus, et al)	-	-
Jobe, Darr (See Covell, et al)	-	-
Kirklen Family Trust (Formerly Kirklen, Dawn L.) (Held in common with Kirklen, William R.) (Successor to San Dimas-La Verne Recreational Facilities Authority)	375.00 <u>62.50</u> 437.50	0.18974 <u>0.03162</u> 0.22136
Kirklen, Dawn L. (See Kirklen Family Trust)	-	-
Kirklen, William R. (See Kirklen, Dawn L.)	-	-
Kiyan, Hideo (Held in common with Kiyan, Hiro)	30.00	0.01518
Kiyan, Hiro (See Kiyan, Hideo)	-	-
Knight, Kathryn M. (Successor to William Knight)	227.88	0.11530
Knight, William (Transferred to Kathryn M. Knight)	0	0

<u>Pumper</u>	<u>Prescriptive Pumping Right Acre-feet</u>	<u>Pumper's Share %</u>
Lakin, Kelly R. (See Covell, et al)	-	-
Lakin, Kendall R. (See Covell, et al)	-	-
Landeros, John	0.75	0.00038
La Grande Source Water Company (Transferred to Suburban Water Systems)	0	0
Lang, Frank (Transferred to San Dimas-La Verne Recreational Facilities Authority)	0	0
La Puente Cooperative Water Company (Transferred to Suburban Water Systems)	0	0
La Puente Valley County Water District (Successor to El Encanto Properties)	1,097.00 <u>33.40</u> 1,130.40	0.55507 <u>0.01690</u> 0.57197
La Verne, City of (Successor to Fruit Street Water Co.)	250.00 <u>105.71</u> 355.71	0.12630 <u>0.05349</u> 0.17999
Lee, Paul M. and Ruth A.; Nasmyth, Virrginia; Nasmyth, John	0	0
Little John Dairy	0	0
Livingston-Graham, Inc.	1,824.40	0.92312
Los Flores Mutual Water Company (Transferred to City of Monterey Park)	0	0
Loucks, David	3.00	0.00152
Manning Bros. Rock & Sand Co. (Transferred to Conrock Company)	0	0
Maple Water Company	118.50	0.05996
Martinez, Frances Mercy (Held in common with Martinez, Jaime)	0.75	0.00038
Martinez, Jaime (See Martinez, Frances Mercy)	-	-
Massey-Ferguson Company	0	0

<u>Pumper</u>	<u>Prescriptive Pumping Right Acre-feet</u>	<u>Pumper's Share %</u>
Miller Brewing Company (Successor to: Maechtlen, Estate of J. J. Phillips, Alice B., et al)	111.01 151.50 <u>50.00</u> 312.51	0.05617 0.07666 <u>0.02530</u> 0.15813
Mission Gardens Mutual Water Company (Transferred to Gifford, Brooks, Jr.)	0	0
Modern Accent Corporation (Successor to Crocker National Bank, Executor of the Estate of A. V. Handorf) (Transferred to California Domestic Water Co.)	0	0
Monterey Park, City of (Successor to Los Flores Mutual Water Co.)	6,677.48 <u>26.60</u> 6,704.08	3.37870 <u>0.01346</u> 3.39216
Murphy Ranch Mutual Water Company (Transferred to Southwest Suburban Water)	0	0
Namimatsu Farms (Transferred to California Cities Water Company)	0	0
Nick Tomovich & Sons	0.02	0.00001
No. 17 Walnut Place Mutual Water Co. (Transferred to San Gabriel Valley Water Company)	0	0
Orange Production Credit Association	0	0
Owl Rock Products Co.	715.60	0.36208
Pacific Rock & Gravel Co. (Transferred to: City of Whittier Rose Hills Memorial Park Association)	0	0
Park Water Company (Transferred to Valley County Water District)	0	0
Penn, Margaret (See Polopolus, et al)	-	-
Pico County Water District	0.75	0.00038
Polopolus, John (See Polopolus, et al)	-	-

<u>Pumper</u>	<u>Prescriptive Pumping Right Acre-feet</u>	<u>Pumper's Share %</u>
Polopolus, et al (Successor to Polopolus, Steve) (Held in common with Chronis, Christine; Jerris, Helen; Penn, Margaret; Polopolus, John)	22.50	0.01138
Polopolus, Steve (Transferred to Polopolus, et al)	-	-
Rados, Alexander (Held in common with Rados, Stephen and Rados, Walter)	43.00	0.02176
Rados, Stephen (See Rados, Alexander)	-	-
Rados, Walter (See Rados, Alexander)	-	-
Richwood Mutual Water Company	192.60	0.09745
Rincon Ditch Company	628.00	0.31776
Rincon Irrigation Company	314.00	0.15888
Rittenhouse, Catherine (Transferred to Covell, Ralph)	0	0
Rittenhouse, James (Transferred to Covell, Ralph)	0	0
Rose Hills Memorial Park Association (Successor to Pacific Rock & Gravel Co.)	594.00 <u>200.00</u> 794.00	0.30055 <u>0.10120</u> 0.40175
Rosemead Development, Ltd. (Successor to Thompson, Earl W.)	1.00	0.00051
Rurban Homes Mutual Water Company	217.76	0.11018
Ruth, Roy	0.75	0.00038
San Dimas-La Verne Recreational Facilities Authority (Successor to Lang, Frank) (Transferred to Kirklen, Dawn L. and William R.)	0	0
San Gabriel Country Club	286.10	0.14476
San Gabriel County Water District	4,250.00	2.15044

<u>Pumper</u>	<u>Prescriptive Pumping Right Acre-feet</u>	<u>Pumper's Share %</u>
San Gabriel Valley Municipal Water District	0	0
San Gabriel Valley Water Company (Successor to: Vallecito Water Co. No. 17 Walnut Place Mutual Water Co.)	16,659.00 2,867.00 <u>21.50</u> 19,547.50	8.42920 1.45066 <u>0.01088</u> 9.89074
Sawpit Farms, Limited (Transferred to: Eckis, Rollin Doyle and Madruga)	0	0
Schneiderman, Alan (See Birenbaum, Max)	-	-
Schneiderman, Lydia (See Birenbaum, Max)	-	-
Security Pacific National Bank, Co-Trustee for the Estate of Winston F. Stody (See Stody, Virginia A.) (Transferred to City of Whittier)	0	0
Sierra Madre, City of	0	0
Sloan Ranches	129.60	0.06558
Smith, Charles	0	0
Snyder, Harry (See Covell, et al)	-	-
Sonoco Products Company	311.60	0.15766
South Covina Water Service	992.30	0.50209
Southern California Edison Company (Successor to: Associated Southern Investment Company)	155.25 <u>16.50</u> 171.75	0.07855 <u>0.00835</u> 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)	-	-

<u>Pumper</u>	<u>Prescriptive Pumping Right Acre-feet</u>	<u>Pumper's Share %</u>
U. S. Pipe & Foundry Company (Formerly United Concrete Pipe Corporation)	376.00	0.19025
Valencia Heights Water Company	861.00	0.43565
Valencia Valley Water Company (Transferred to Suburban Water Systems)	0	0
Vallecito Water Company (Transferred to San Gabriel Valley Water Company)	0	0
Valley County Water District (Formerly Baldwin Park County Water District) (Successor to Park Water Company)	5,775.00 <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 (Formerly Via, H.)	46.20	0.02338
Victoria Mutual Water Company (Transferred to Suburban Water Systems)	0	0
Wade, R. (Transferred to Lloyd F. Hunter)	0	0
Ward Duck Company	1,217.40	0.61599
Warren, Clyde (See Fisher, Russell)	-	-
W. E. Hall Company	0.20	0.00010
White, June G., Trustee of the June G. White Share of the Garnier Trust (Successor to Denton, Kathryn W., Trustee for the San Jose Ranch Company)	185.50	0.09386

) <u>Pumper</u>	<u>Prescriptive Pumping Right Acre-feet</u>	<u>Pumper's Share %</u>
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.		
(Formerly Comby, Erma M.)	0.75	0.00038
Wilson, Harold R.		
(See Grizzle, Lissa B.)	-	-
) Wilson, Sarah C.		
(See Grizzle, Lissa B.)	-	-
Woodland, Frederick G.	-	-
Woodland, Richard		
(Successor to: Bahnsen and Beckman Ind., Inc.)	<u>840.50</u>	<u>0.42528</u>
Totals for Exhibit "D"	<u>155,800.68</u>	<u>78.83276</u>
Totals from Exhibit "E"	41,833.75	21.16724
	38,026.25	19.54431
GRAND TOTALS	<u>197,634.43</u>	<u>100.00000</u>

TABLE
SHOWING PRODUCTION RIGHTS
OF EACH
INTEGRATED PRODUCER
AS OF JUNE 1988

<u>Party</u>	<u>Diversion Component Acre-feet</u>	<u>Prescriptive Pumping Component Acre-feet</u>	<u>Pumping Component Share Percent (%)</u>
Azusa Agricultural Water Company	1,000.00	1,732.20	0.87647
Azusa Foot-Hill Citrus Water Company (Transferred to Monrovia Nursery Company)	0	0	0
Azusa Valley Water Company	2,422.00	8,274.00	4.18652
California-American Water Company (Duarte System)	1,672.00	3,649.00	1.84634
California Cities Water Company (See Southern California Water Company, San Dimas District)	-	-	-
Covina Irrigating Company (Successor to: City of Covina, City of Covina, and Taylor Herb Garden)	2,514.00	4,140.00 1,734.00 300.00 <u>6.00</u>	2.09478 0.87737 0.15179 <u>0.00304</u>
	<u>2,514.00</u>	<u>6,180.00</u>	<u>3.12698</u>
Glendora, City of (Successor to: Maechtlen, Estate of J. J., Maechtlen, Trust of P. A., Ruebhausen, Arline, and Glendora Unified High School District)	17.00 18.34 <u>35.34</u>	8,258.00 150.00 50.00 <u>9.00</u> 8,557.00	4.17842 0.07590 0.02530 <u>0.05009</u> 4.32971
Los Angeles, County of	310.00	3,721.30	1.88292
Maechtlen, Estate of J. J. (Transferred to: City of Glendora Miller Brewing Company)	0 <u>0</u>	301.50 -150.00 <u>-151.50</u> 0	0.15256 -0.07590 <u>-0.07666</u> 0

<u>Party</u>	<u>Diversion Componet Acre-feet</u>	<u>Prescriptive Pumping Component Acre-feet</u>	<u>Pumping Component Share %</u>
Maechtlen, Estate of J. J.	1.49	0	0
Maechtlen, Trust of P. A. (Transferred to: City of Glendora Alice B. Phillips, et al)	0.50 <u>-0.50</u> 0	100.50 -50.00 <u>-50.50</u> 0	0.05085 -0.02530 <u>-0.02555</u> 0
The Metropolitan Water District of Southern California	9.59	165.00	0.08349
Monrovia, City of (Successor to: Eckis, Rollin City of Arcadia)	1,098.00 <u>1,098.00</u>	5,042.22 123.00 <u>951.00</u> 6,116.22	2.55129 0.06224 <u>0.48119</u> 3.09472
Monrovia, Nursery Company (Successor to: Azusa Foot-Hill Citrus Co.)	239.50 718.50	0 0	0
Phillips, Alice B., et al (Successor to: Maechtlen, Trust of P. A.) (Transferred to: Miller Brewing Company)	0.50 <u>0.50</u>	50.50 -50.00 <u>0.50</u>	0.02530 -0.02530 <u>0.00025</u>
Southern California Water Company (San Dimas Dist.) (Formerly California Cities Water Company) (Successor to: Namimatsu Farms)	500.00 <u>500.00</u>	3,242.53 <u>196.00</u> <u>3,438.53</u>	1.64076 <u>0.09917</u> <u>1.73984</u>
TOTAL for Exhibit "E"	<u>10,520.92</u>	<u>41,833.75</u>	<u>21.16724</u>

Exhibit "F"

TABLE SHOWING
SPECIAL CATAGORY RIGHTS

<u>PARTY</u>	<u>Nature of Right</u>
The Metropolitan Water District of Southern California	<u>Morris Reservoir Storage and Withdrawal</u> (a) A right to divert, store and use San Gabriel River Water, pursuant to Permit No. 7174. (b) Prior and paramount right to divert 72 acre-feet annually to offset Morris Reservoir evaporation and seepage losses and to provide the water supply necessary for presently existing incidental Morris Dam facilities.
Los Angeles County Flood Control District (Now Los Angeles County Department of Public Works)	<u>Puddingstone Reservoir</u> 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 Company	<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 *Charles P. Hawk*
Attorneys for Puente Agency

PUENTE BASIN AGENCY

By *E. M. Biederman*
EDWARD M. BIEDERMAN
President

Approved as to form:

By *George B. Arden*
Attorney for Upper District

UPPER SAN GABRIEL VALLEY
MUNICIPAL WATER DISTRICT

By *Howard H. Hawkins*
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:

M. W. Hawley
Attorney for Walnut District

WALNUT VALLEY WATER DISTRICT

By *J. P. Bourdet*
J. P. BOURDET
Vice President

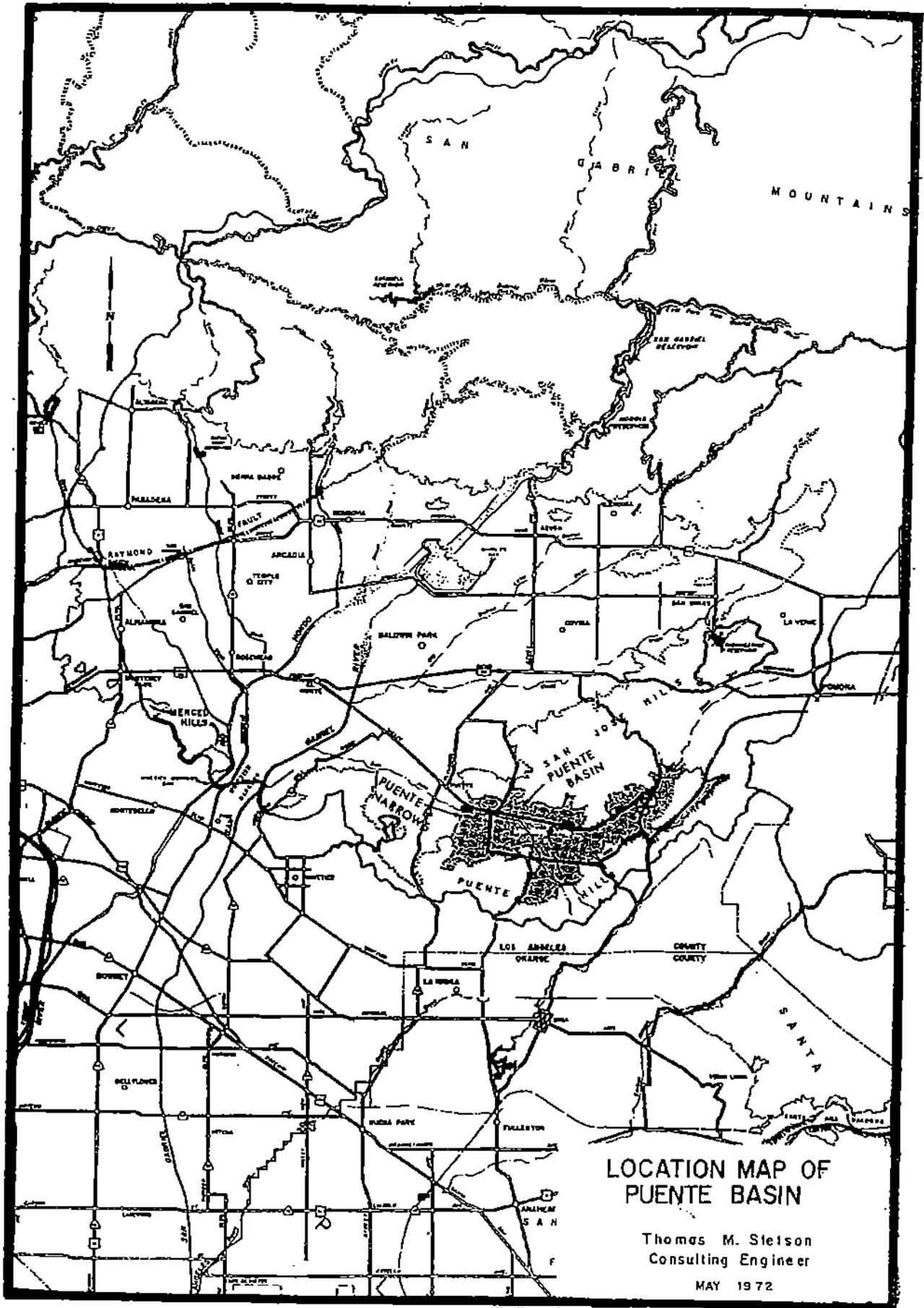
Approved as to form:

Leice A. Smith
Attorneys for Rowland District

ROWLAND AREA COUNTY WATER
DISTRICT

By *W. A. Simmons*
President
W. A. Simmons

Exhibit "J"

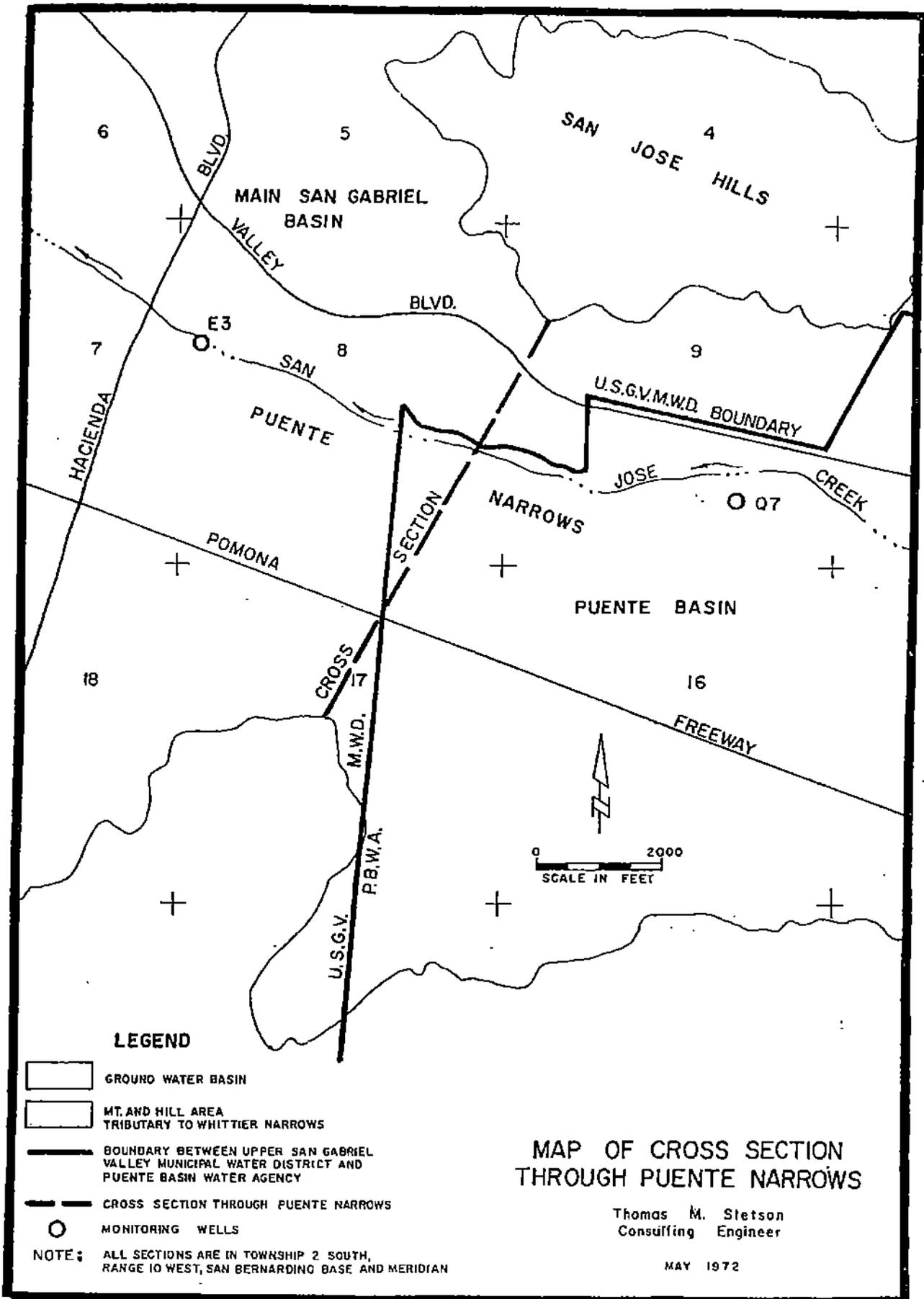


**LOCATION MAP OF
PUENTE BASIN**

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"

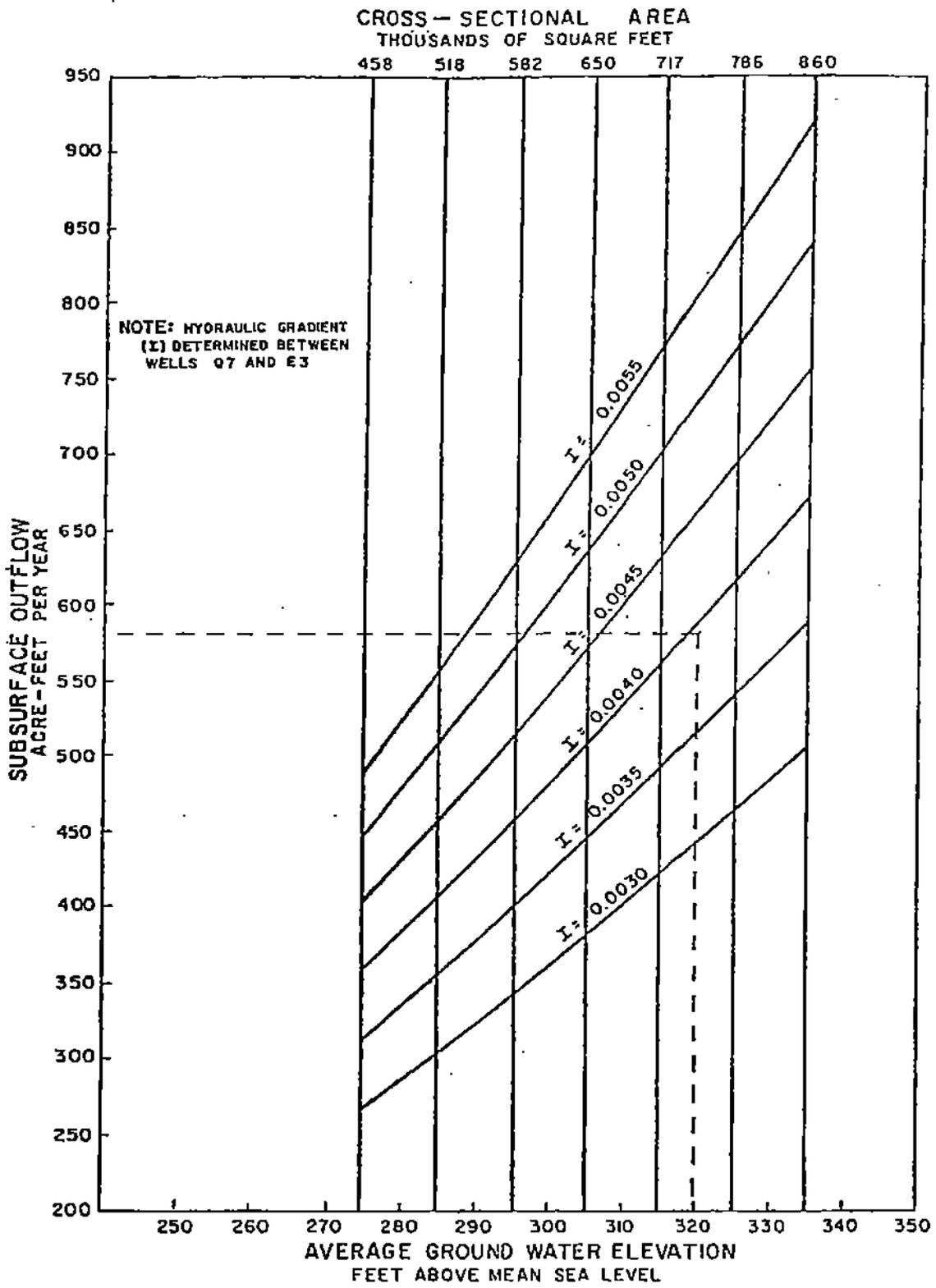
Exhibit "J"

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"



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:

<u>OWNER PRODUCERS</u>	<u>CONSUMPTIVE USE PORTION</u>
BROOKS GIFFORD, SR. BROOKS GIFFORD, JR. PAUL MNOIAN JOHN MGRDICHIAN J. EARL GARRETT	3.5 acre-feet per year

Present User:
Nu-Way Industries

PRODUCERS UNDER LICENSE

- | | |
|---|-------------------------------|
| A. WILLIAM C. THOMAS
and EVELYN F. THOMAS,
husband and wife, and
MALCOLM K. GATHERER
and JACQUELINE GATHERER,
husband and wife,
doing business by
and through B & B
REDI-I-MIX CONCRETE,
INC., a corporation | 45.6 acre-feet per year |
| B. PRE-STRESS CRANE RIGGING &
TRUCK CO., INC.,
a corporation | <u>1.0</u> 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 THEIR DESIGNEES
June, 1989

<u>Producer Name</u>	<u>Designee</u>
<u>A</u>	
Adams Ranch Mutual Water Company	Goji Iwakiri
Alhambra, City of	T. E. Shollenberger
Amarillo Mutual Water Company	Ester Guadagnolo
Anderson, Ray	Ray Anderson
Andrade, Macario, et al.	Macario R. Andrade
Arcadia, City of	Eldon Davidson
AZ-Two, Inc.	R. S. Chamberlain
Azusa, City of	William H. Redcay
Azusa Ag. Water Company	Robert E. Talley
Azusa Valley Water Company	Edward Heck
<u>B</u>	
Baldwin Park County Water District (See Valley County Water District)	-
Banks, Gale C.	Gale C. Banks
Base Line Water Company	Everett W. Hughes, Jr.
Beverly Acres Mutual Water User's Assn. (Formerly Beverly Acres Mutual Water Co.)	Eloise A. Moore
Burbank Development Company	Darrell A. Wright
<u>C</u>	
Cadway, Inc.	P. Geoffrey Nunn
California-American Water Company (San Marino System)	Andrew A. Krueger
California-American Water Company (Duarte System)	Andrew A. Krueger
California Country Club	Henri F. Pellissier
California Domestic Water Company	P. Geoffrey Nunn
Cedar Avenue Mutual Water Company	Austin L. Knapp

Exhibit "L"

<u>Producer Name</u>	<u>Designee</u>
Champion Mutual Water Company	Margaret Bauwens
Chevron, USA, Inc.	Ms. Margo Bart
Clayton Manufacturing Company	Don Jones
Conrock Company	Gene R. Block
Corcoran Brothers	Ray Corcoran
County Sanitation District No. 18	Charles W. Curry
Covell, et al.	Darr Jobe
Covell, Ralph	Ralph Covell
Covina, City of	Wayne B. Dowdey
Covina Irrigating Company	William R. Temple
Crevolin, A. J.	A. J. Crevolin
Crown City Plating Company	N. G. Gardner
<u>D</u>	
Davidson Optronics, Inc.	James McBride
Dawes, Mary Kay	Mary Kay Dawes
Del Rio Mutual Water Company	Gonzalo Galindo
Driftwood Dairy	James E. Dolan
Dunning, George	George Dunning
<u>E</u>	
East Pasadena Water Company	Robert D. Mraz
El Monte, City of	Robert J. Pinniger
El Monte Cemetery Association	Linn E. Magoffin
<u>F</u>	
Faix, Ltd.	Henri F. Pellissier
<u>G</u>	
Glendora, City of	Arthur E. Cook
Green, Walter	Dr. Walter Green
<u>H</u>	
Hansen, Alice	Alice Hansen

Exhibit "L"

<u>Producer Name</u>	<u>Designee</u>
Hartley, David	David Hartley
Hemlock Mutual Water Company	Bud Selander
Hunter, Lloyd F.	Lloyd F. Hunter
<u>I</u> Industry Waterworks System, City of	Mary L. Jaureguy
<u>K</u> Kiyon Farm Kiyon, Hideo	Mrs. Hideo Kiyon
Kirklen Family Trust	Dawn Kirklen
Knight, Kathryn M.	William J. Knight
<u>L</u> Landeros, John	John Landeros
La Puente Valley County Water District	Mary L. Jaureguy
La Verne, City of	N. Kathleen Hamm
Livingston-Graham	Gary O. Tompkins
Los Angeles, County of	Robert L. Larson
Loucks, David	David Loucks
<u>M</u> Maddock, A. G.	Ranney Draper, Esq.
Maechtlen, Trust of J. J.	Jack F. Maechtlen
Maple Water Company, Inc.	Charles King
Martinez, Francis Mercy	Francis Mercy Martinez
Metropolitan Water District of Southern California	Fred Vendig, Esq.
Miller Brewing Company	Dennis B. Puffer
Mnoian, Paul, et al.	Mal Gatherer
Monrovia, City of	Robert K. Sandwick
Monrovia Nursery	Miles R. Rosedale
Monterey Park, City of	Nels Palm

Exhibit "L"

<u>Producer Name</u>	<u>Designee</u>
<u>N</u> Nick Tomovich & Sons	Nick Tomovich
<u>O</u> Owl Rock Products Company	Peter L. Chiu
<u>P</u> Phillips, Alice B., et al. Pico County Water District Polopolus, et al.	Jack F. Maechtlen Robert P. Fuller Christine Chronis
<u>R</u> Rados Brothers Richwood Mutual Water Company Rincon Ditch Company Rincon Irrigation Company Rose Hills Memorial Park Association Rosemead Development, Ltd. Rurban Homes Mutual Water Company Ruth, Roy	Alexander S. Rados Bonnie Pool K. E. Nungesser K. E. Nungesser Allan D. Smith John W. Lloyd George W. Bucey Roy Ruth
<u>S</u> San Dimas - La Verne Recreational Facilities Authority San Gabriel Country Club San Gabriel County Water District San Gabriel Valley Municipal Water District San Gabriel Valley Water Company Sloan Ranches Sonoco Products Company South Covina Water Service Southern California Edison Company	R. F. Griszka Fran Wolfe Philip G. Crocker Bob Stallings Robert H. Nicholson, Jr. Larry R. Sloan Elaine Corboy Anton C. Garnier S. R. Shermoen

Exhibit "L"

<u>Producer Name</u>	<u>Designee</u>
Southern California Water Company -San Dimas District	J. F. Young
Southern California Water Company -San Gabriel Valley District	J. F. Young
South Pasadena, City of	John Bernardi
Southwestern Portland Cement Company	Dale W. Heineck
Standard Oil Company of California	John A. Wild
Sterling Mutual Water Company	Bennie L. Prowett
Suburban Water Systems	Anton C. Garnier
Sully-Miller Contracting Company	R. R. Munro
Sunny Slope Water Company	Michael J. Hart
<u>T</u>	
Taylor Herb Garden	Paul S. Taylor
Texaco, Inc.	E. O. Wakefield
Tyler Nursery	James K. Mitsumori, Esq.
<u>U</u>	
United Concrete Pipe Corporation	Doyle H. Wadley
United Rock Products Corporation	William S. Capps, Esq.
<u>V</u>	
Valencia Heights Water Company	Herman Weskamp
Valley County Water District (Formerly Baldwin Park County Water District)	Stanley D. Yarbrough
Valley View Mutual Water Company	Robert T. Navarre
Via, H., Trust of	Marverna Parton
<u>W</u>	
Ward Duck Company	Richard J. Woodland
W. E. Hall Company	Thomas S. Bunn, Jr., Esq.
White, June G., Trustee	June G. Lovelady
Whittier, City of	Neil Hudson
Wilmott, Erma M.	Erma M. Wilmott

Exhibit "M"

WATERMASTER MEMBERS

FOR CALENDAR YEAR 1973

ROBERT T. BALCH (Producer Member), Chairman
LINN E. MAGOFFIN (Producer Member), Vice Chairman
RICHARD L. ROWLAND (Producer Member), Secretary
BOYD KERN (Public Member), Treasurer
WALKER HANNON (Producer Member)
HOWARD H. HAWKINS (Public Member)
M. E. MOSLEY (Producer Member)
CONRAD T. REIBOLD (Public Member)
HARRY C. WILLS (Producer Member)

STAFF

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

FOR CALENDAR YEAR 1974

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

STAFF

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

FOR CALENDAR YEAR 1975

ROBERT T. BALCH (Producer Member), Chairman
LINN E. MAGOFFIN (Producer Member), Vice Chairman
HARRY C. WILLS (Producer Member), Secretary
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D. J. LAUGHLIN (Producer Member)
M. E. MOSLEY (Producer Member)
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Thomas M. Stetson, Engineer

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M. E. MOSLEY (Producer Member)
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Ralph B. Helm, Attorney
Thomas M. Stetson, Engineer

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BOYD KERN (Public Member)
D. J. LAUGHLIN (Producer Member)
R. H. NICHOLSON, JR. (Producer Member)

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Thomas M. Stetson, Engineer

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L. E. MOELLER (Producer Member)
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Ralph B. Helm, Attorney
Thomas M. Stetson, Engineer

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Thomas M. Stetson, Engineer

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ROBERT T. BALCH (Producer Member)
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Ralph B. Helm, Attorney
Thomas M. Stetson, Engineer

FOR CALENDAR YEAR 1986

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DONALD F. CLARK (Public Member)
L. E. MOELLER (Producer Member)
REGINOLD A. STONE (Producer Member)
ALFRED R. WITTIG (Public Member)

STAFF

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

FOR CALENDAR YEAR 1987

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

STAFF

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

FOR CALENDAR YEAR 1988

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

STAFF

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

* DECEASED APRIL 25, 1989

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

APPENDIX D
MAIN SAN GABRIEL BASIN WATERMASTER'S
RULES AND REGULATIONS

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RULES AND REGULATIONS OF
MAIN SAN GABRIEL BASIN WATERMASTER

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

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

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

425 East Huntington Drive, Suite 200

Monrovia, California 91016,

Telephone (818) 305-1500

Telefax (818) 305-1506

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

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

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

1 Watermaster:

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

17

18

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

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

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

22 be that holiday.

23

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

25 on a hereinabove designated Watermaster holiday (excepting

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

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

28

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

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

5 (c) Special Meetings. Special meetings of Watermaster may be called
6 at any time by the Chairman or Vice-Chairman or by any three (3) members of
7 Watermaster, by written notice in compliance with the Judgment. The calling
8 notice shall specify the time and place of the special meeting and the business to
9 be transacted. No other business shall be considered at such meetings.
10

11 (d) Adjournment. Any meeting of Watermaster may be adjourned to
12 a time and place specified in the Order of Adjournment. Less than a quorum of
13 Watermaster, or Watermaster's Secretary or Executive Officer, may so adjourn
14 from time to time. A copy of the Order or Notice of Adjournment shall be
15 conspicuously posted on or near the door of the place where the meeting was held
16 or to be held, within twenty-four (24) hours after the adoption of the Order of
17 Adjournment.
18

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

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

1 the meeting.

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

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

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

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

21
22 8. Designee to Receive Future Notices. Each Party who has not heretofore
23 made a designation of the name and address of the person who shall receive service upon
24 and delivery to Parties of various papers shall file with the Court, with proof of service
25 of a copy thereof upon Watermaster, a written designation of the person to whom and the
26 address at which all future notices, determinations, requests, demands, objections, reports
27 and other papers and processes to be served upon that Party or delivered to the Party are
28

1 to be so served or delivered.

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

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

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

16 9. Election of Producer Representatives.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14
15 (e) Surface Diversions. Surface Water Diversions shall be measured
16 with a weir and recorder or meter capable of accurately measuring and recording
17 such Diversions.

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

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

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

12 (h) Meter Seal by Watermaster and Notification of Meter Maintenance.

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

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

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

1 Quarterly Production Report.

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

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

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

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

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

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

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

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

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

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

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

- 17 (1) Identifies both the transferee(s) and the transferor(s);
- 18 (2) Accurately recites the total quantity (in acre-feet) of water
19 rights transferred;
- 20 (3) Is executed by both the transferee(s) and the transferor(s);
- 21 (4) Is acknowledged by both transferee(s) and transferor(s) in
22 a form sufficient for recordation;
- 23 (5) Lists the Designee(s) of both the transferor(s) and
24 transferee(s) to receive future service and notice of papers and process; and
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1 (6) Is accompanied by a map of the service area
2 where the water was used by transferor(s) (assignors) and a map of the
3 service area where the water is intended to be used by the transferee(s)
4 (assignees). Maps need not be furnished for temporary transfers of water
5 rights unless specifically requested by Watermaster.
6

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

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

10 Exhibit "A" - Permanent Transfer of Water Rights--Prescriptive
11 Pumping Right

12 Exhibit "B" - Permanent Transfer of Water Rights--Base Annual
13 Diversion Right

14 Exhibit "C" - Permanent Transfer of Water Rights--Integrated
15 Production Right

16 Exhibit "D" - Temporary Assignment or Lease of Water Right

17 Exhibit "E" - Stipulation Re Intervention After Judgment

18 Exhibit "F" - Designee to Receive Future Notices for and on Behalf of
19 Defendant(s)

20 Exhibit "G" - Notice of Transfer of Overlying Rights With Property to
21 Which They are Appurtenant.

22 Exhibit "H" - Application To Drill Water Well

23 Exhibit "I" - Application To Modify Existing Water Well

24 Exhibit "J" - Application To Destroy Water Well

25 Exhibit "K" - Application For Water Treatment Facility

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

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

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

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

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

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

14
15 15. Carry-over Rights.

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

19 (b) Diversions. Diverters shall be entitled to Divert for direct use up
20 to two hundred percent (200%) of their Base Annual Diversion Right in any Fiscal
21 Year, provided, that the aggregate quantities of water Diverted in any consecutive
22 ten (10) Fiscal Year period shall not exceed ten (10) times such Diverter's Base
23 Annual Diversion Right.
24

25 (c) Overlying Rights. By definition, there is no carry-over of Overlying
26 Rights.
27

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

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

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

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

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

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

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

23 (c) Make-up Obligation. An Assessment shall be levied and collected
24 equally on account of each acre-foot of Production, which does not bear a
25
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1 Replacement Water Assessment hereunder, to pay all necessary costs of
2 administration and satisfaction of the Make-up Obligation. Such Assessment shall
3 not be applicable to water Production of an Overlying Right.

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

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

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

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

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

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

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

28 Should an Application contain incomplete information or should

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

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

11
12 The effective date for the granting of an Application to waive or
13 modify Watermaster Assessments shall be no later than ten (10) days after
14 approval thereof by Watermaster and it shall continue for the period of time
15 specified therein, unless sooner terminated or extended by Watermaster.
16

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

19 19. Levy, Notice and Adjustment of Assessments. At its regular May meeting
20 Watermaster shall also fix the rate(s) of or levy applicable Administration Assessments,
21 Replacement Water Assessments, Make-up Obligation Assessments, and In-Lieu Water
22 Cost Assessments, if any. Watermaster shall give written notice of all applicable
23 Assessments to each Party on or before August 15 of each year.
24

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

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

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

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

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

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

3 21. Over and/or Under Reporting.

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

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

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

13
14 (b) Under Reporting. If Watermaster shall have probable cause to
15 believe that the Production of water from any water Producing facility is in excess
16 of that disclosed by the sworn statements covering such water Producing facility,
17 Watermaster may cause an investigation and report to be made concerning the
18 same. Watermaster may fix the amount of water Production from such facility at
19 an amount not to exceed the maximum Production capacity thereof, provided,
20 however, where a Watermaster tested water measuring device is permanently
21 attached to such facility, the record of Production as so disclosed by such
22 measuring device shall be presumed to be accurate and the burden of proof shall
23 be upon Watermaster to establish the contrary.
24

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

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

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

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

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

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

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

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

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

10
11 24. Watermaster Annual Report. Watermaster shall annually file with the
12 Court and mail to the Parties a report of all Watermaster activities during the preceding
13 Fiscal Year, including an audited statement of all accounts and financial activities of
14 Watermaster, summaries of Diversions and Pumping, and all other pertinent information.
15 To the extent practical, said report shall be mailed to all Parties and filed with the Court
16 on or before November 1 of each Year.

17
18 25. Watermaster Stipulation Re Intervention After Judgment. Attached hereto
19 and marked "Exhibit E" is a form of Stipulation for Intervention After Judgment which
20 Watermaster will execute, file with the Court if accompanied by the necessary filing fee,
21 obtain a Court hearing date thereon, give Notice thereof and attempt to obtain an
22 approving Court Order thereon.

23
24 26. Uniform Rules and Conditions of Cyclic Storage Agreements.

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

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

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

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

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

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

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

23 (2) Calculations by Watermaster of any special costs, damages
24 or burdens resulting from such operation;
25
26
27
28

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

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

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

9 c) Non-parties;

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

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

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

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

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

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

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

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

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

24 Fourth: Non-Parties as established by Watermaster at the time; and
25

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

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

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

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

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

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

8 (i) Court Approval of Cyclic Storage Agreements. Upon its approval
9 of a Cyclic Storage Agreement, Watermaster shall Petition the Court for approval
10 thereof and said Agreement shall become effective only upon such Court approval.
11

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

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

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

1 Watermaster shall purchase Replacement Water.

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

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

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

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

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

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

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

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

25
26 (e) Net Interagency Transfer Adjustment and Replacement Water
27 Requirement. Replacement Water requirements as heretofore calculated shall be
28

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

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

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

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

1 (f) Special Provisions.

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

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

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

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

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

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

4 (3) All adjustments shall be accumulated in a Deferred
5 Replacement Water Requirement Account for each of the Responsible
6 Agencies. In future years when deliveries of Replacement Water may be
7 made by a Responsible Agency, up to the amount, or any portion of the
8 amount, in the Deferred Replacement Water Requirement Account, such
9 deliveries will be equally subtracted from the Replacement Water
10 requirement of the Responsible Agency(s) from which it was derived in (1)
11 and/or (2) above for that year so long as such deliveries shall not cause
12 total deliveries of all Responsible Agencies to exceed the amounts
13 provided for in paragraph (f) (1) and/or paragraph (f) (2) above. At the
14 time that deliveries are made by a Responsible Agency from its Deferred
15 Replacement Water Requirement Account, Watermaster shall pay to that
16 Responsible Agency its price prevailing at that time for Replacement
17 Water.
18
19

20
21 (i) Advanced Delivery Account. Whenever the total quantity
22 calculated in (e) (1) above, is less than that delivered to the City of Alhambra
23 through USG-5 for the previous year, an accounting of the difference shall be
24 maintained in an "Advanced Delivery Account" and such difference, or as much
25 as possible thereof, shall be subtracted from the Replacement Water Requirement
26 of Upper District in the next year when an obligation to deliver Replacement
27 Water exists for Upper District.
28

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

18
19
20
21 (a) Watermaster Approvals. Each Producer shall, after the effective
22 date of this amendment to these Rules and Regulations (June 28, 1991), apply to
23 Watermaster, on forms provided by Watermaster, for a permit to do any of the
24 following:

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

1 due to installation or modification of pipelines, booster pumps
2 or other distribution system components, as of said effective
3 date of these Rules and Regulations;

- 3 - Abandon any existing well; or
- 4 - Construct, relocate or abandon Ground Water Treatment
5 Facilities.

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

10 (b) Watermaster Directed Change in Water Production.

11 (1) Based on available data, Watermaster's Five-Year Plan, and/or
12 Ground Water modeling, Watermaster will, for water quality protection
13 purposes, direct any Producer to increase, decrease or cease Production
14 from existing wells, initiate new well Production or deliver water to or
15 accept water from another water system or direct a Producer to obtain
16 water from another source in-lieu of Pumping from its own wells, or take
17 other appropriate actions in compliance with an approved Watermaster plan
18 by giving such Producer advanced written notice thereof, specifying a time
19 certain for compliance.
20

21 (2) The increase in cost to a Producer resulting from a
22 Watermaster directed change in water Production shall not be borne by the
23 Producer, but will be reimbursed to the Producer by Watermaster through
24 In-Lieu Water Assessments levied by Watermaster, unless such funding is
25 made available from other sources such as federal, state or local
26 governmental entities or by those found to be responsible for the
27 contamination in the Basin which caused Watermaster to direct the change
28

1 in Production by the Producer.

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

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

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

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

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

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

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

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

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

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

9
10 (e) Operating Principles. Any New or Increased Extraction by a
11 Producer in the Basin to meet water supply needs shall have prior Watermaster
12 approval, shall not contribute to contaminant migration, and shall include planned
13 treatment in existing areas of High-level Degradation and Contamination. In
14 giving such approval, Watermaster shall consider the cumulative effects of
15 multiple actions by all Producers in the area of concern by using available
16 information, the Five-Year Plan, and Ground Water modeling.

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

26
27 (g) Water Quality and Supply Plans. To assure that Pumping does not
28

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

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

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

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

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

23 (4) Any intended treatment facility.
24

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

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

4 (h) Ground Water Treatment Facilities.

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

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

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

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

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

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

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

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

1 decision.

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

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

2 DEFINITIONS

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

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

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

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

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

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

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

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

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

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

23 (k) Judgment -- Judgment entered in Los Angeles Superior Court Civil Action
24 No. 924128, entitled "Upper San Gabriel Valley Municipal Water District v. City of
25
26
27
28

1 Alhambra, et al." as amended.

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

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

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

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

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

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

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

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

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

4 (u) Physical Solution -- The Court-decreed method of managing the waters of
5 the Basin so as to achieve the maximum utilization of the Basin and its water supply,
6 consistent with the rights declared in the Judgment.
7

8 (v) Prescriptive Pumping Right -- The highest continuous extraction of water
9 by a Pumper from the Basin for beneficial use in any five (5) consecutive years after
10 commencement of Overdraft and prior to filing of the action, as to which there has been
11 no cessation of use by that Pumper during any subsequent period of five (5) consecutive
12 years prior to the filing of said action.
13

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

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

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

18 (z) Pump or Pumping -- To extract ground water from the Basin by Pumping
19 or by any other method.
20

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

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

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

26 (dd) Relevant Watershed -- That portion of the San Gabriel River Watershed
27 tributary to Whittier Narrows which is shown as such on Exhibit "A" to the Judgment and
28

1 the exterior boundaries of which are described in Exhibit "B" of the Judgment.

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

6 (ff) Responsible Agency -- The municipal water district which is the normal
7 and appropriate source from whom Watermaster shall purchase Supplemental Water for
8 replacement purposes under the Physical Solution of the Judgment, being one of the
9 following:
10

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

14 (2) San Gabriel District -- San Gabriel Valley Municipal Water District,
15 which has a direct contract with the State of California for State Project water.
16

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

19 (gg) Stored Water -- Supplemental Water stored in the Basin pursuant to a
20 Cyclic Storage Agreement with Watermaster as authorized by Section 34(n) of the
21 Judgment herein.
22

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

25 (ii) Transporting Parties -- Any Party who has transported water from the
26 Relevant Watershed or Basin to an area outside thereof within the Year immediately
27 preceding the entry of Judgment, and any Party presently or hereafter having an interest
28

1 in lands or having a service area outside the Basin or Relevant Watershed contiguous to
2 lands in which it has an interest or a service area within the Basin or Relevant Watershed.
3 Division by a road, highway, or easement shall not interrupt contiguity. Said term shall
4 also include the City of Sierra Madre, or any Party supplying water thereto, so long as
5 the corporate limits of said City are included within one of the Responsible Agencies.
6

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

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

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

14
15 (ll) New Extraction -- Any extraction from the Main San Gabriel Basin using
16 a well or other Ground Water extraction facility that becomes active for the first time for
17 water supply purposes on or after June 28, 1991.

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

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

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

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

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

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

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

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

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

SUMMARY OF CRITICAL DATES AND ACTIONS FOR WATERMASTER

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

1 SUMMARY OF CRITICAL DATES AND ACTIONS FOR WATERMASTER

2 1. Watermaster members' terms of office.

3 January 1 - December 31.

4 2. Watermaster's first meeting in January.

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

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

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

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

15 5. Watermaster's first meeting in April.

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

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

23 7. Watermaster's first meeting in May.

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

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

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

6 (b) Budget.

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

11 (c) Assessments.

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

15 8. June 1 - Watermaster to supply Producers with projections of contaminant
16 migration by June 1. (R/R 28(g))

17 9. July - Authorize preparation of Annual Watermaster Report. Receive tentative
18 budget from San Gabriel River Watermaster.

19 10. July 31 - Quarterly Reports, as required by the Rules and Regulations, of
20 Production (R/R 13), Cyclic Storage (R/R 26(h)) and data required by Section 28
21 (d), due to Watermaster. Producers of potable water from the Basin must submit
22 to Watermaster the data required by Section 28(g).

23 11. August 15 - On or before this date Watermaster must give written notice of all
24 applicable Assessments to all Parties. (R/R 19)

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

PERMANENT TRANSFER OF WATER RIGHTS - PRESCRIPTIVE PUMPING RIGHT

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

(Check appropriate provision)

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

DATED: _____

BUYER

SELLER

(Signature)

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

Address _____

Telephone No.: _____

(Signature)

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

Address _____

Telephone No.: _____

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

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

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

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

EXHIBIT "A"

CORPORATE ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ^{ss.}

On this _____ day of _____, 199__, before me, the undersigned Notary Public, personally appeared

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

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

WITNESS my hand and official seal.

Signature _____

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

(SEAL)

INDIVIDUAL(s) ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ^{ss.}

On this _____ day of _____, 199__ before me, the undersigned Notary Public, personally appeared

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

WITNESS my hand and official seal.

Signature _____

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

(SEAL)

PERMANENT TRANSFER OF WATER RIGHTS - BASE ANNUAL DIVERSION RIGHT

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

DATED: _____

BUYER

SELLER

(Signature)

(Signature)

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

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

Address

Address

Telephone No.: _____

Telephone No.: _____

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

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

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

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

EXHIBIT "B"

CORPORATE ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ^{ss.}

On this _____ day of _____, 199__, before me, the undersigned Notary Public, personally appeared

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

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

WITNESS my hand and official seal.

Signature _____

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

- (SEAL)

INDIVIDUAL(s) ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ^{ss.}

On this _____ day of _____, 199__ before me, the undersigned Notary Public, personally appeared

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

WITNESS my hand and official seal.

Signature _____

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

(SEAL)

PERMANENT TRANSFER OF WATER RIGHTS - INTEGRATED PRODUCTION RIGHT

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

(Check appropriate provision)

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

DATED: _____

BUYER

SELLER

(Signature)

(Signature)

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

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

Address

Address

Telephone No.: _____

Telephone No.: _____

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

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

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

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

EXHIBIT "C"

CORPORATE ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)ss.

On this _____ day of _____, 199___, before me, the undersigned Notary Public, personally appeared

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

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

WITNESS my hand and official seal.

Signature _____

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

(SEAL)

INDIVIDUAL(s) ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)ss.

On this _____ day of _____, 199___ before me, the undersigned Notary Public, personally appeared

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

WITNESS my hand and official seal.

Signature _____

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

(SEAL)

TEMPORARY ASSIGNMENT OR LEASE OF WATER RIGHT

For a valuable consideration, receipt of which is hereby acknowledged, _____,

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

(Check the following appropriate category)

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

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

Said assignment is made upon condition that:

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

DATED: _____

ASSIGNEE

ASSIGNOR

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

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

Address _____
Telephone No. of Designee: _____

Address _____
Telephone No. of Designee: _____

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

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

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

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

CORPORATE ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)ss.

On this _____ day of _____, 199__, before me, the undersigned Notary Public, personally appeared

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

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

WITNESS my hand and official seal.

Signature _____

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

—(SEAL)

INDIVIDUAL(s) ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)ss.

On this _____ day of _____, 199__ before me, the undersigned Notary Public, personally appeared

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

WITNESS my hand and official seal.

Signature _____

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

(SEAL)

1
2
3
4 Attorney for Watermaster

5 SUPERIOR COURT OF THE STATE OF CALIFORNIA
6
7 FOR THE COUNTY OF LOS ANGELES

8 UPPER SAN GABRIEL VALLEY)
9 MUNICIPAL WATER DISTRICT,)

10 Plaintiff,)

11 v.)

12 CITY OF ALHAMBRA, ET AL.,)

13 Defendants.)

NO. 924128

STIPULATION RE INTERVENTION
AFTER JUDGMENT

OF _____
as Defendant(s)

14 IT IS HEREBY STIPULATED by and between the Main San Gabriel
15 Basin Watermaster for and on behalf of all parties to the instant action (pursuant to
16 Section 57 of the amended Judgment) and _____

17 _____ the proposed Intervenor(s) herein, that
18 said proposed Intervenor(s) may intervene in the instant action and become entitled
19 to all of the benefits and bound by all of the burdens of the Judgment herein.

20 The Court will consider the attached proposed Order confirming said
21 Intervention at _____ o'clock ___ M on _____ 199__, in
22 Department _____ located at _____

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

25
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27 Exhibit "E"

28 E-1

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DATED: _____

Watermaster

By _____
Chairman

Attest:

Secretary

DATED: _____

Intervenor(s)

By _____

By _____

Name of Intervenor's Designee:

Address of Designee:

Telephone Number of Designee:

Exhibit "E"

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

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

NO. 924128

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

v.)

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

Defendant(s) _____ hereby
designate(s): _____ whose address is:

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

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

Executed under penalties of perjury at _____
California, this _____ day of _____, 199__.

Exhibit "F"

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

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

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

DATED _____

BUYER

SELLER

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

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

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

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

Exhibit "G"

CORPORATE ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ^{ss.}

On this _____ day of _____, 199__, before me, the undersigned Notary Public, personally appeared

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

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

WITNESS my hand and official seal.

Signature _____

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

(SEAL)

INDIVIDUAL(s) ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ^{ss.}

On this _____ day of _____, 199__ before me, the undersigned Notary Public, personally appeared

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

WITNESS my hand and official seal.

Signature _____

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

(SEAL)

Ailing Address:
25 East Huntington Drive
Sanovina, CA 91016

MAIN SAN GABRIEL BASIN WATERMASTER

SUPERIOR COURT CASE NO. 924128-LOS ANGELES COUNTY

(State Well Number)
(Recordation Number)
(Owner's Designation) (To Be Completed by Watermaster)

APPLICATION TO DRILL WATER WELL

(1) APPLICANT:

Name _____
Address _____

(2) LOCATION OF PROPOSED WELL:

Well Address: _____
Township, Range, and Section _____
Thomas Brothers Guido (Please indicate year, page number and
coordinates.) _____

Assessors Parcel No. _____

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

(3) NAME OF WELL DRILLING CONTRACTOR: _____

(4) PROPOSED USE:

Municipal Irrigation
Domestic Industrial
Water Quality Cleanup
Other

(5) DRILLING EQUIPMENT:

Rotary
Cable
Other

(6) PROPOSED WELL CHARACTERISTICS:

A. Casing Installed:

STEEL PLASTIC
OTHER

From		To	Gage or Wall Diam.	Gravel Packed:		
ft.	ft.	Diam.		Yes <input type="checkbox"/>	No <input type="checkbox"/>	Size

Size of shoe or well ring: _____

Describe joint _____

B. Perforations or Screen:

Type of perforation or size of screen _____

From	To	Perf.	Flows	Slot
ft.	ft.	per row	per ft.	

C. Construction:

Will a surface sanitary seal be provided? Yes No

To what depth? _____ ft.

Is any strata anticipated to be sealed against pollution?

Yes No

If yes, note anticipated depth of strata

from _____ ft. to _____ ft.

from _____ ft. to _____ ft.

Proposed method of sealing _____

(7) WELL TESTS:

Will a pump test be made? Yes No If yes by whom? _____

Anticipated Well Yield _____

Will a chemical analysis be made? Yes No

Will an electric log be made of well? Yes No

(If yes, file copy with Watermaster upon well completion)

(8) PROPOSED PUMPING EQUIPMENT:

(A) Pump

Electric Natural Gas

Propane Diesel

Other

(B) Make _____

(C) Pump Size (hp) _____ (gpm) _____

(D) Design Efficiency _____

(9) PROXIMITY TO POTENTIAL SOURCES OF CONTAMINATION:

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

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

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

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

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

Submitted for Applicant by: _____

Signature: _____

Title: _____

Date: _____

Date Received by Watermaster: _____

Watermaster Action:

Approved Denied

Date of Action: _____

Permit Number: _____

By: _____

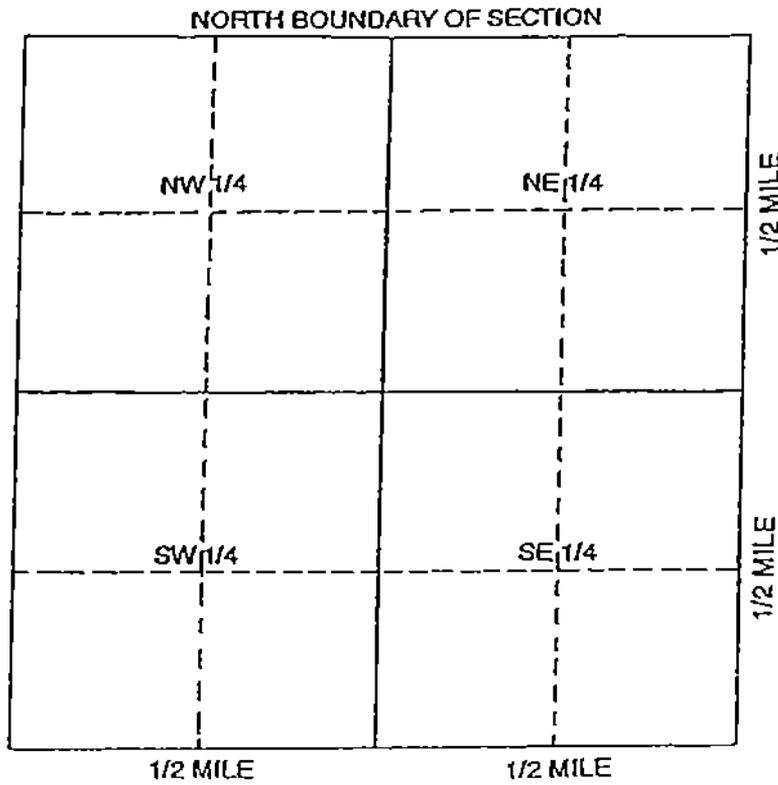
(Name)

(Title)

EXHIBIT "H"

II-1

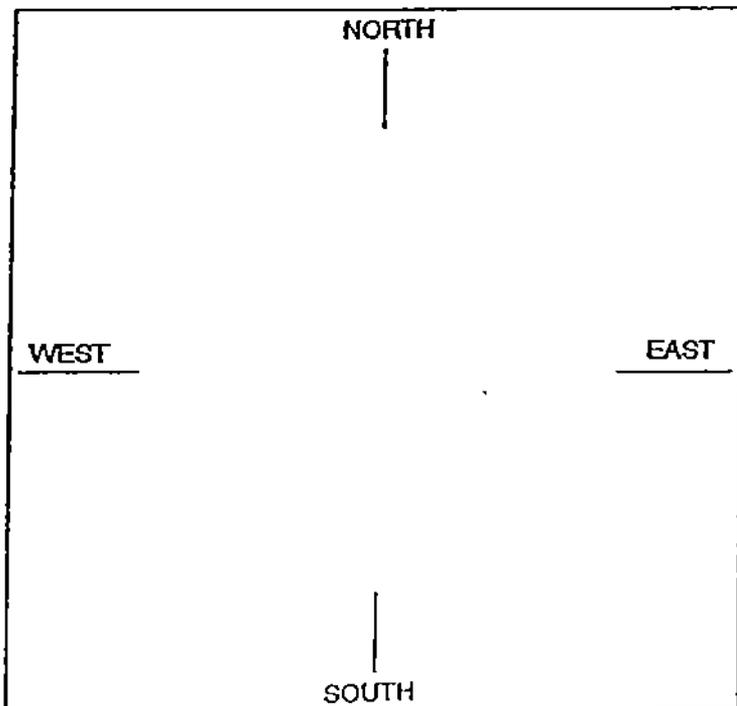
WELL LOCATION SKETCH



Township _____ N/S
 Range _____ E/W
 Section No. _____

A. Location of well in sectionized areas.

Sketch roads, railroads, streams, or other features as necessary.



B. Location of well in areas not sectionized.

Sketch roads, railroads, streams, or other features as necessary.

Indicate distances.

MAIN SAN GABRIEL BASIN WATERMASTER

SUPERIOR COURT CASE NO. 924126-LOS ANGELES COUNTY

(State Well Number)

(Recording Number)

(Owner's Designation)

APPLICATION TO MODIFY EXISTING WATER WELL

(1) APPLICANT:

Name _____
Address _____

(2) LOCATION OF WELL:

Well Address: _____
Township, Range, and Section _____
Thomas Brothers Guide (Please indicate year, page number and coordinates.) _____
Assessor's Parcel No. _____
(Please attach copy of a map or sketch showing well location relative to streets or other major landmarks.) _____

(3) NAME OF WELL DRILLING CONTRACTOR: _____

(4) TYPE OF WORK (check):

Deepening Modify Perforations Increase Yield
Reconditioning Other

(5) PROPOSED USE (check):

Municipal Irrigation
Domestic Industrial
Water Quality Cleanup
Other

(6) DRILLING EQUIPMENT:

Rotary
Cable
Other

(7A) CASING INSTALLED (existing):

STEEL <input type="checkbox"/>		PLASTIC <input type="checkbox"/>		OTHER <input type="checkbox"/>		Gravel Packed: Yes <input type="checkbox"/> No <input type="checkbox"/>	
From ft.	To ft.	Diam.	Gage or Wall	Diameter of Bore	From ft.	To ft.	Packed

Size of shoe or well ring: _____

Describe joint _____

(7B) CASING INSTALLED (proposed):

STEEL <input type="checkbox"/>		PLASTIC <input type="checkbox"/>		OTHER <input type="checkbox"/>		Gravel Packed: Yes <input type="checkbox"/> No <input type="checkbox"/>	
From ft.	To ft.	Diam.	Gage or Wall	Diameter of Bore	From ft.	To ft.	Packed

Size of shoe or well ring: _____

Describe joint _____

(8A) PERFORATIONS OR SCREEN (existing):

Type of perforation or size of screen				
From ft.	To ft.	Perf. per row	Rows per ft.	Slot Size

(8B) PERFORATIONS OR SCREEN (proposed):

Type of perforation or size of screen				
From ft.	To ft.	Perf. per row	Rows per ft.	Slot Size

(9A) EXISTING CONSTRUCTION:

Was a surface sanitary seal provided? Yes No
To what depth? _____ ft.
Were any strata sealed against pollution? Yes No
If yes, note depth of strata
from _____ ft. to _____ ft.
from _____ ft. to _____ ft.
Method of sealing _____

(9B) PROPOSED CONSTRUCTION:

Will a surface sanitary seal be provided? Yes No
To what depth? _____ ft.
Were any strata sealed against pollution? Yes No
If yes, note depth of strata
from _____ ft. to _____ ft.
from _____ ft. to _____ ft.
Method of sealing _____

(10) WELL TESTS:

Was pump test made? Yes No (If yes, attach most recent copy)

_____ gal./min. with _____ ft. drawdown after _____ hrs.

Temperature of water _____

Was a chemical analysis made? Yes No

Was electric log made of well? Yes No

(If yes, attach most recent copy)

(11) WELL LOG:

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

(12) HISTORIC WELL MODIFICATIONS:

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

(13A) EXISTING WELL PUMP DATA:

A. Pump Type:
Electric Natural Gas Other
Diesel Propane
B. Pump Performance
Horsepower _____ GPM
Efficiency _____

(13B) PROPOSED WELL PUMP DATA:

A. Pump Type:
Electric Natural Gas Other
Diesel Propane
B. Pump Performance
Horsepower _____ GPM
Efficiency _____

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

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

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

Submitted for Applicant by: _____

Signature: _____

Title: _____

Date: _____

Date Received by Watermaster: _____

Watermaster Action:

Approved Denied

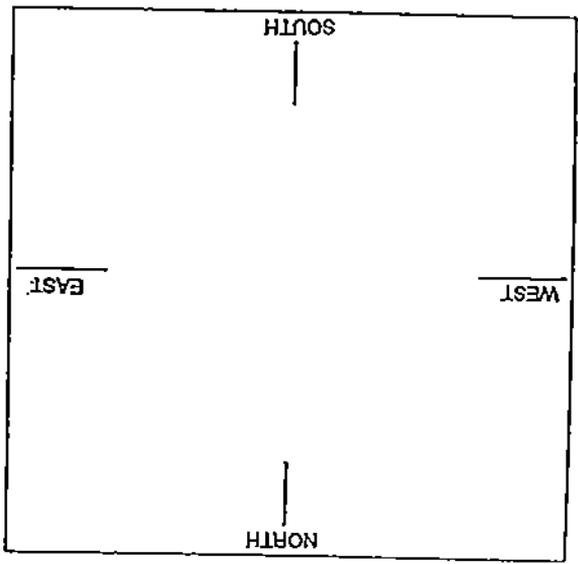
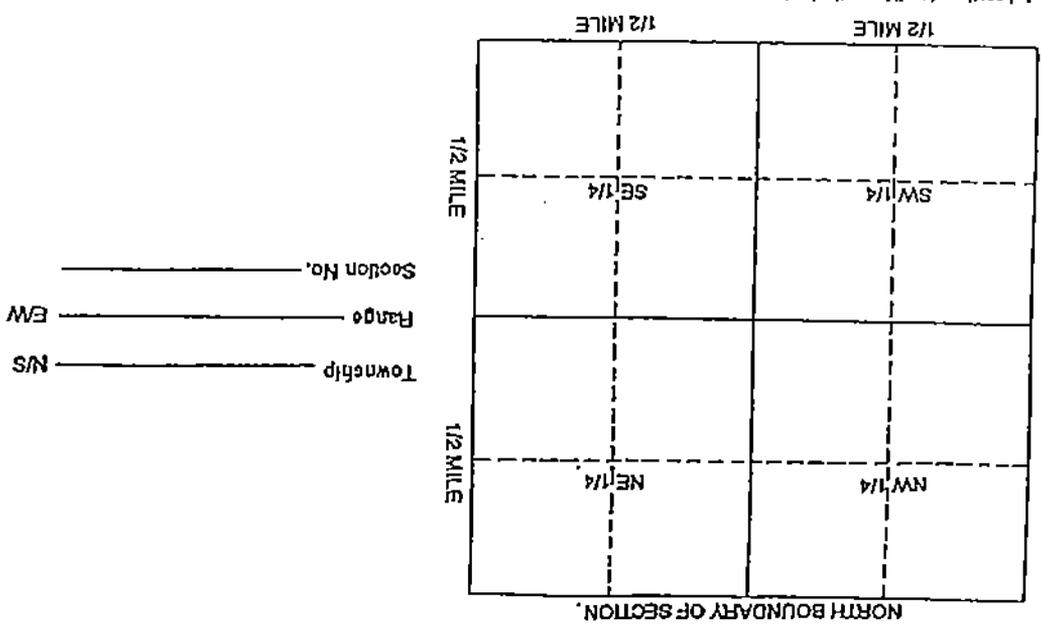
Date of Action: _____

Permit Number: _____

By: _____

(Title)

WELL LOCATION SKETCH



Mailing Address:
425 East Huntington Drive
Monrovia, CA 91016

MAIN SAN GABRIEL BASIN WATERMASTER

SUPERIOR COURT CASE NO. 924128-LOS ANGELES COUNTY

(State Well Number)

(Reoordation Number)

(Owner's Designation)

APPLICATION TO DESTROY WATER WELL

(1) APPLICANT:

Name _____
Address _____

(2) LOCATION OF WELL:

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

Assessor's Parcel No. _____

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

(3) NAME OF WELL DRILLING CONTRACTOR: _____

(4) PURPOSE FOR DESTROYING WELL.

Water Quality Physical
Other

(5) CURRENT USE:

Municipal Irrigation
Domestic Industrial
Water Quality Cleanup
Other

(6) EXISTING CASING INSTALLED:

STEEL PLASTIC
OTHER Gravel Packed:
Yes No Size _____

From ft.	To ft.	Diam. ft.	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: _____

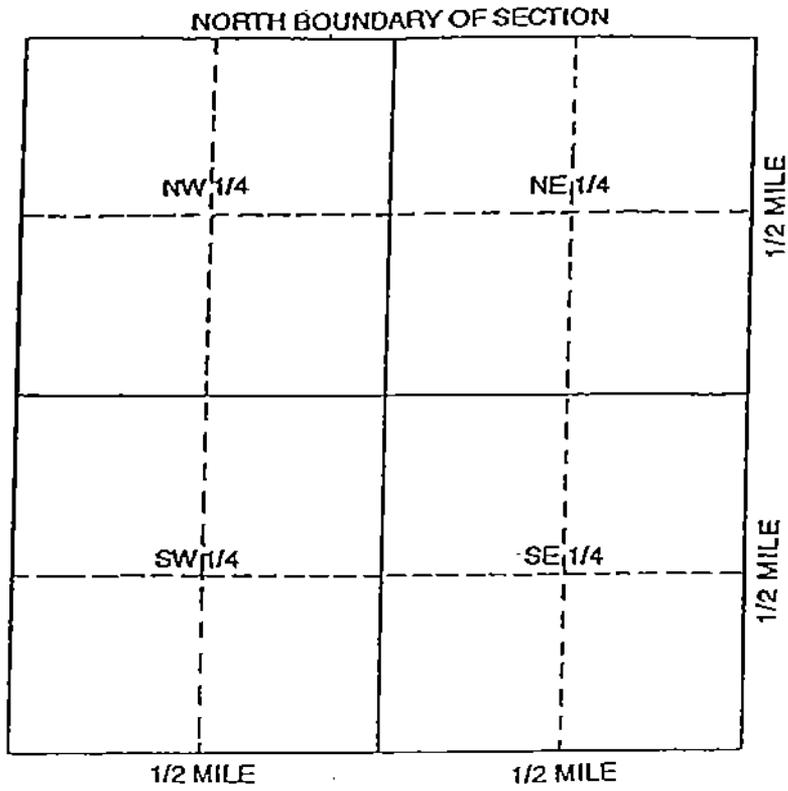
Permit Number: _____

By: _____

(Name)

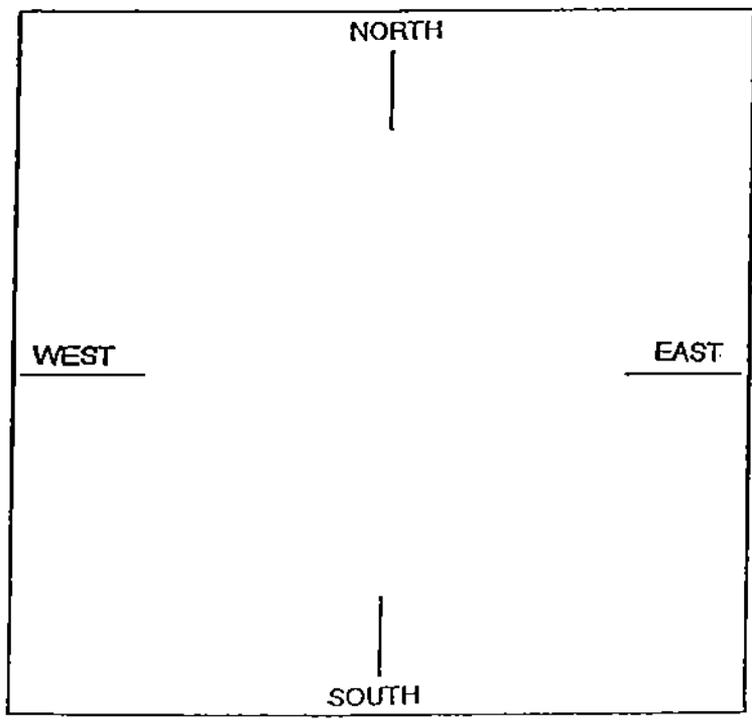
(Title)

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.

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-foot Per Year

(7) EXPECTED CONCENTRATION OF CONTAMINANTS:

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

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

(9) INITIAL START-UP DATE: _____

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

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

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

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

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

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

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

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

Submitted For Applicant By: _____

Signature: _____

Title: _____

Date Received by Watermaster: _____

Watermaster Action:
Approved Denied

Date of Action: _____

Permit Number: _____

By: _____
(Name)

(Title)

APPENDIX E
FIVE-YEAR WATER QUALITY AND SUPPLY PLAN

Five-Year Water Quality and Supply Plan

November 2004



Main San Gabriel Basin
WATERMASTER

Telephone (626) 815-1300 • Fax (626) 815-1303
725 North Azusa Avenue • Azusa, California 91702

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INTRODUCTION

Watermaster prepares and annually updates this Five-Year Water Quality and Supply Plan (Five-Year Plan) in accordance with the requirements of Section 28 of its Rules and Regulations. The objective is to coordinate groundwater-related activities so that both water supply and water quality in the Main San Gabriel Basin (Basin) are protected and improved.

PURPOSE OF THE FIVE-YEAR PLAN

Many important issues are detailed in the Five-Year Plan, including how Watermaster plans to:

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

WATERMASTER BACKGROUND

The Los Angeles County Superior Court created the Main San Gabriel Basin Watermaster in 1973 to resolve water issues that had arisen among water users in the San Gabriel Valley. Watermaster's mission was to generally manage the water supply of the Main San Gabriel Groundwater Basin.

During the late 1970s and early 1980s, significant groundwater contamination was discovered in the Basin. The contamination was caused in part by past practices of

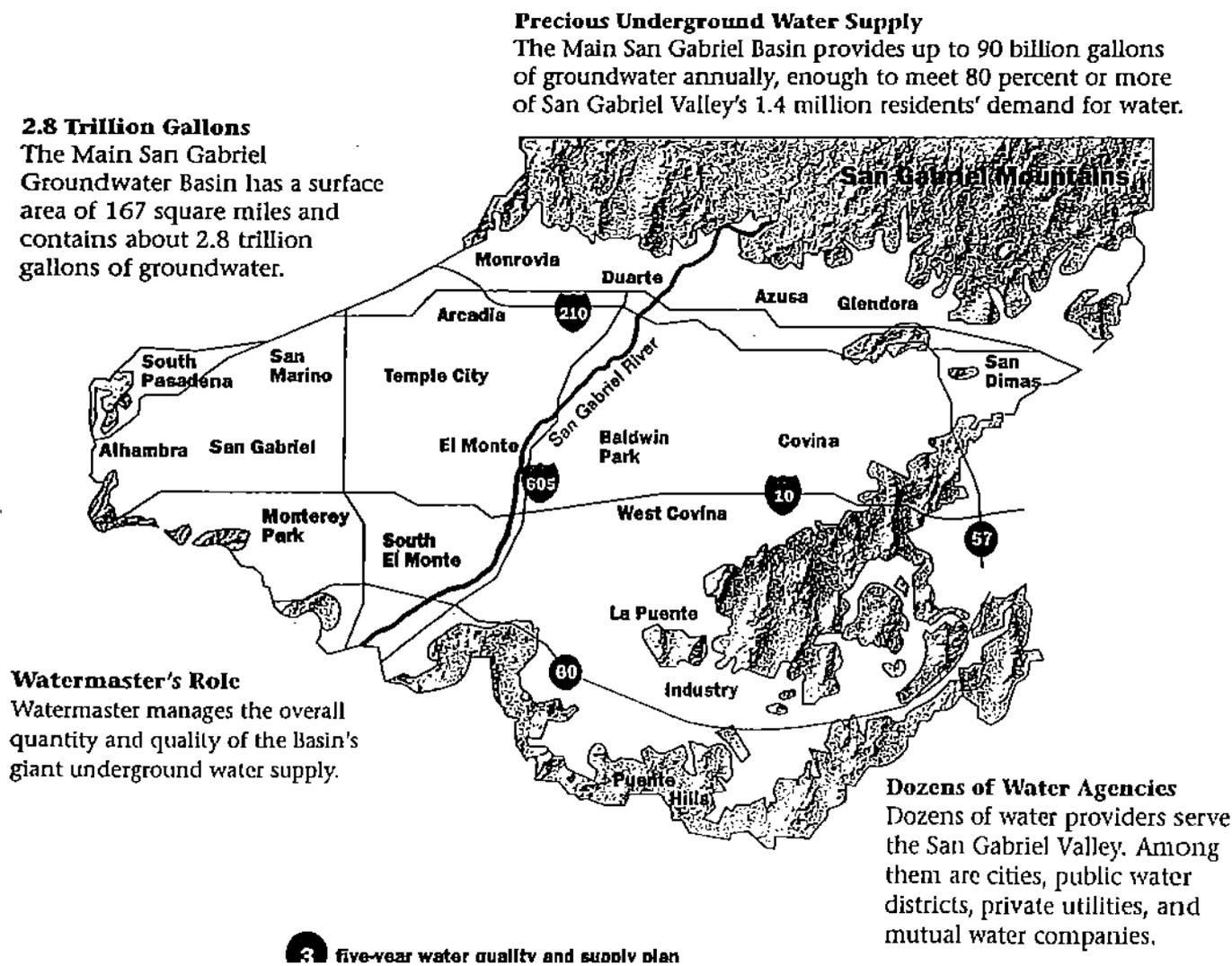
local industries that had carelessly disposed of industrial solvents (VOCs), as well as by agricultural operations that infiltrated nitrates into the groundwater. Cleanup efforts were undertaken at the local, state, and federal level.

WATERMASTER RECEIVES WATER QUALITY RESPONSIBILITIES

By 1989, local water agencies adopted a joint resolution regarding water quality issues that stated that Watermaster should coordinate local activities aimed at preserving and restoring the quality of groundwater in the Basin. The joint resolution also called for a cleanup plan.

In 1991, the Court granted Watermaster the authority to control pumping for water quality purposes. Accordingly, Watermaster added Section 28 to its Rules and Regulations regarding water quality management. The new responsibilities included developing this Five-Year Water Quality and Supply Plan, updating it annually, and submitting it to the California Regional Water Quality Control Board, Los Angeles Region, and making it available for public review by November 1 of each year.

Figure 1. AREA COVERED BY MAIN SAN GABRIEL BASIN



CURRENT WATER SUPPLY CONDITIONS

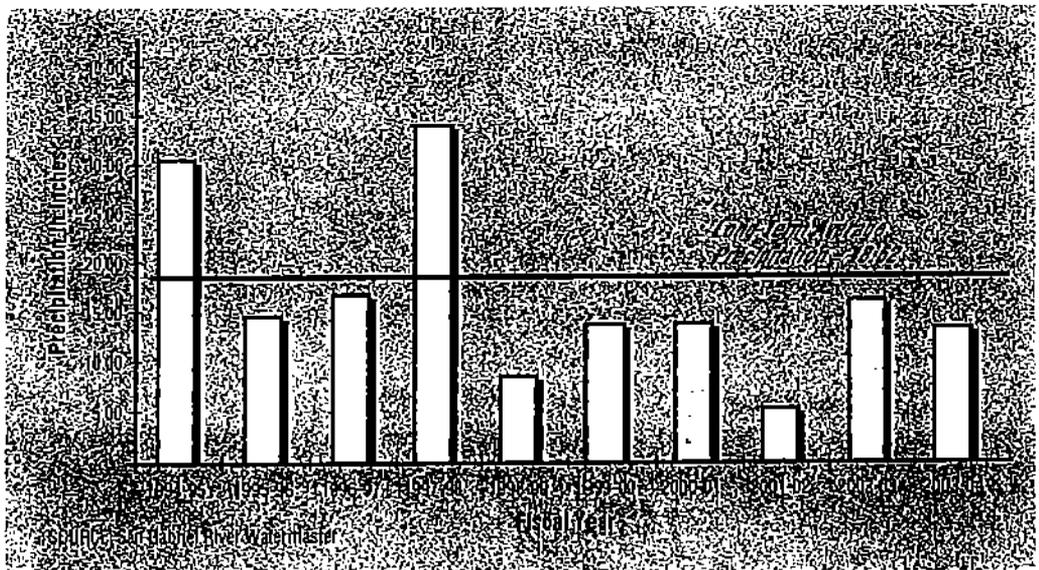
During 2003-04, rainfall in the San Gabriel Valley was about 75% of average. As a result of below average rainfall, recharge of storm water runoff was also below average. Despite dry weather over the past six years, Watermaster has successfully maintained groundwater levels above the lower end of the Basin operating range through careful groundwater management. In 2003, Watermaster made arrangements to deliver imported water for groundwater replenishment during the summer and fall when groundwater demand is very high. In 2004, only limited amounts of imported water were available through the summer.

WATER SUPPLY INFLOWS DURING 2003-04

RAINFALL NEAR LONG-TERM AVERAGE

In 2003-04, the San Gabriel Valley received 13.6 inches of rain, about 75% of the long-term average of 18.52 inches.

Figure 2. AVERAGE RAINFALL DURING THE LAST TEN YEARS



Rainfall in 2003-04 was 13.6 inches. Average precipitation in the Main San Gabriel Basin from 1994-95 to 2003-04 was 17.8 inches.

The rainfall total is made up of an average taken from four stations located in San Dimas, Diamond Bar, El Monte, and Pasadena.

LOCAL STORMWATER CAPTURE SIGNIFICANTLY DOWN

Rainfall during fiscal year 2003-04 was about 75% of the 10-year average but occurred as several high intensity storms. Consequently, about 77,000 acre-feet of stormwater runoff in local streams and channels was captured and recharged into the groundwater Basin through spreading basins. This is also about 75% of the long-term average of 100,000 acre-feet.

WATER IMPORTS WELL ABOVE AVERAGE

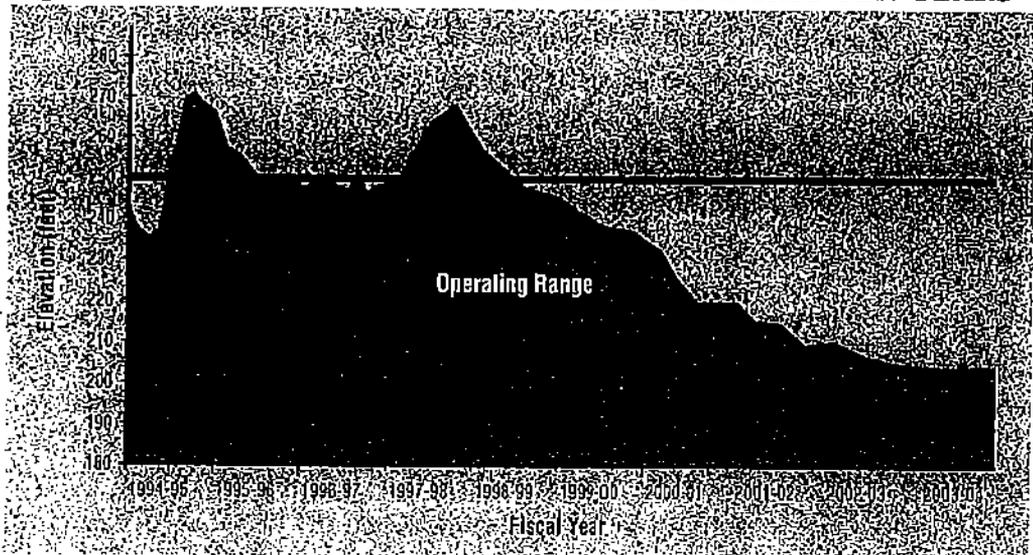
Approximately 119,000 acre-feet of water was imported into the Basin in 2003-04, and consisting of about 51,000 acre-feet of treated water and about 68,000 acre-feet of untreated water for groundwater recharge from Northern California. This quantity is significantly greater than the 10-year average of about 70,000 acre-feet. The increase is partially the result of increased short-term reliance on treated, imported water to offset the loss of groundwater from wells that were shut down due to increasing levels of contaminants and partially the result of Watermaster's actions to recharge additional imported water to maintain the groundwater elevation at the Baldwin Park Key Well above 200 feet.

KEY WELL NEAR LOW END OF OPERATING RANGE

The groundwater levels at the Key Well — located in Baldwin Park and used as the benchmark for determining the groundwater level for the entire Basin — fell from 212 feet above mean sea level on June 30, 2002, to 204 feet at the end of June 2003. As a result of Watermaster's Basin Management practices, the Baldwin Park Key Well elevation was maintained at 204 feet at the end of June 2004. The goal of Watermaster is to keep the Key Well water level between 200 feet and 250 feet. Despite five out of six years of below average rainfall Watermaster has maintained the level above the low end of the recommended operating range for the Basin, and water supplies continue to be adequate for meeting current needs.

Figure 3. KEY WELL ELEVATIONS DURING THE LAST TEN YEARS

Below average water conditions influenced Watermaster's decision to set the Operating Safe Yield at 170,000 acre-feet for 2003-04.



The groundwater elevation at the Key Well on June 30, 2004 was 204 feet, which is slightly above the low end of the Basin's operating range of 200 to 250 feet.

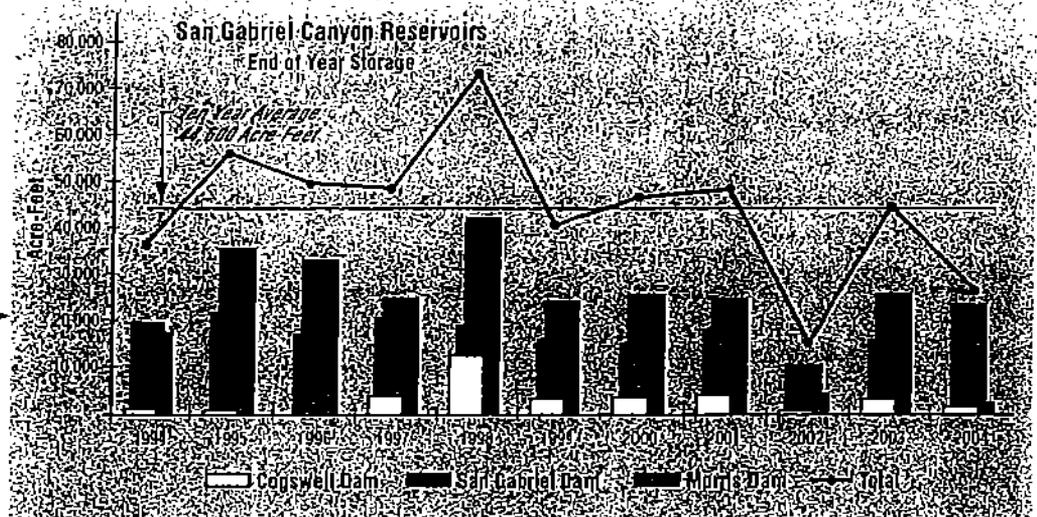
INCREASE IN WATER STORED IN CANYON RESERVOIRS

A significant amount of local surface water can be stored in reservoirs behind Cogswell, San Gabriel, and Morris Dams. At the end of the 2003-04 fiscal year, a total of 27,000 acre-feet of water was stored behind these dams. This is a significant decrease from the previous dry year and represents only 60% of the 10-year average of about 44,600 acre-feet of water in storage at the end of the fiscal year.

Below average water conditions influenced Watermasters's decision to set the Operating Safe Yield at 170,000 acre-feet for 2004-05.

Total water stored in San Gabriel Canyon reservoirs at the end of the fiscal year was 27,000 acre-feet and is 60% of the 10-year average of 44,600 acre-feet.

Figure 4. WATER STORED IN SAN GABRIEL CANYON RESERVOIRS



PROJECTED GROUNDWATER DEMANDS

PRODUCER ESTIMATES

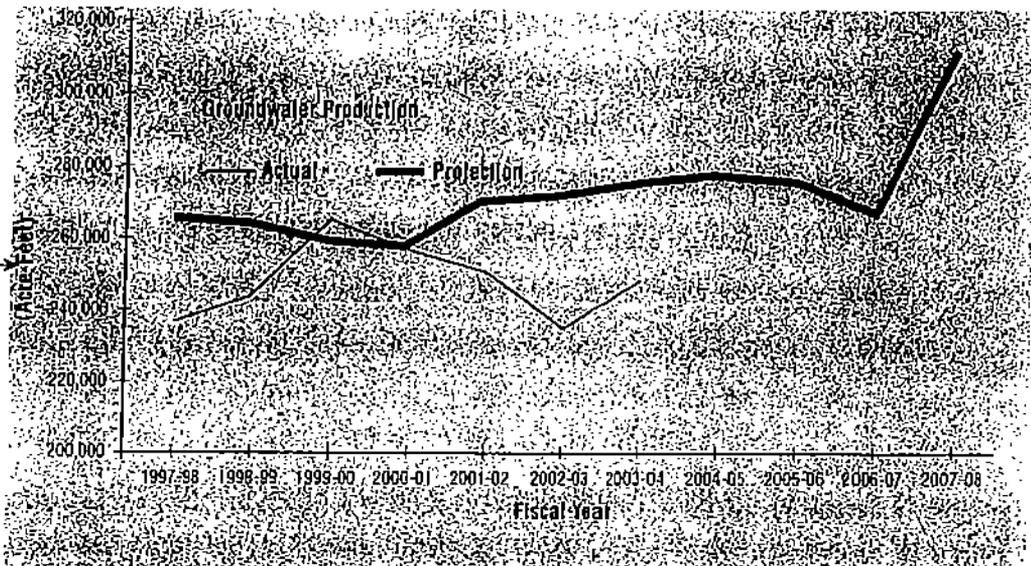
Section 28 requires that each Producer submit a report to Watermaster detailing its projected water supply and water production requirements over the following five years. Projections were received from 20 Producers, accounting for about 90% of the groundwater production from the Basin.

For those Producers who did not submit projections, Watermaster provided an estimate based on the assumption that each Producer had an aggregate projected growth rate that was the same as those Producers who did submit projections. Projected groundwater production is shown in Appendix A.

Figure 5 shows the total projected and historical groundwater production from the Basin since 1997-98.

Water production has decreased, due mainly to the spread of groundwater contamination.

Figure 5. PROJECTED AND HISTORICAL WATER PRODUCTION



Total actual groundwater production for the 2003-04 fiscal year from the Basin was 249,000 acre-feet, which is higher than the previous year's production of 236,000 acre-feet.

Groundwater production is influenced by a variety of conditions, including population, seasonal precipitation, groundwater contamination, and availability of surface water. Excluding the impacts of seasonal precipitation, groundwater production had been experiencing a gradual increase. However, the spread of groundwater contamination in recent years has caused several water agencies to reduce groundwater production and temporarily increase reliance on treated imported water.

OTHER EXTRACTIONS

In addition to pumping by Producers, groundwater will be extracted at the U.S. Environmental Protection Agency's Operable Units. An Operable Unit is a term used to describe a portion of a large Superfund cleanup site. There are six active Operable Units in the San Gabriel Valley: Area 3, Baldwin Park, Puente Valley, El Monte, South El Monte, and Whittier Narrows. While the USEPA is principally concerned that the contamination be cleaned up, Watermaster insists that there not only be an effective cleanup, but that water supply needs also be met in the affected areas.

CURRENT WATER QUALITY CONDITIONS

Groundwater delivered to customers continues to be of high quality and always meets state and federal drinking water standards. However, a number of contaminants in areas of the Basin require careful monitoring and treatment before the water is served for domestic use. These contaminants include a variety of industrial solvents referred to as volatile organic compounds (VOCs). Another common contaminant found in the Basin is nitrate, primarily from fertilizers used during the Valley's agricultural period. In addition, since 1997 the following new contaminants have also been detected: perchlorate, a solid rocket fuel ingredient; MTBE, a gasoline additive; NDMA, associated with liquid rocket fuel; and 1,4-dioxane, a stabilizer for chlorinated solvents.

In response to the detection of these contaminants, Watermaster and local water entities aggressively pursued construction of treatment facilities to control contaminant migration and continue providing high quality water to consumers. This policy of remediation and reuse both preserves a valuable resource and reduces the overall cost of groundwater cleanup. Initially, a number of VOC treatment facilities were constructed, while excessive nitrate concentrations were blended down to acceptable levels. Since the detection of perchlorate and NDMA, Watermaster has been instrumental in the successful implementation of treatment facilities to treat VOCs, perchlorate, and NDMA, with additional facilities operational within the next 6 to 12 months.

While only present in limited parts of the Basin, these chemicals pose difficult challenges to water Producers. Watermaster has responded vigorously by working closely with the local water community to sponsor research, as well as to design, fund, and construct cleanup projects ahead of the USEPA and the firms named as responsible for the contamination. More recently, Watermaster also led negotiations that resulted in the BPOU Project Agreement, including an initial reimbursement for groundwater cleanup costs from certain parties responsible for the contamination. Under the BPOU Project Agreement, Watermaster is responsible for overall project coordination and administration, groundwater monitoring, and compliance with USEPA reporting requirements. Watermaster also participates in decisions regarding technology selection, construction, and operations. Once the treatment facilities are operational, Watermaster will also monitor the project's performance in containing and removing contamination.

PRIMARY CONTAMINANTS IN THE GROUNDWATER BASIN

VOLATILE ORGANIC COMPOUNDS AND NITRATES

VOCs and nitrates are the most prevalent contaminants found in the Basin. Intensive monitoring and research concerning these two types of contaminants have been underway for many years. The location and cleanup methods for VOCs are generally well understood; during fiscal year 2003-04, 22 plants treated about 18 billion gallons of VOC-contaminated water. Water contaminated with nitrates above the Maximum Contaminant Level (MCL) is either blended with other sources or not used.

Note in Figure 6 that although VOC contamination is substantial, it is centered in a few areas, leaving a good portion of the Basin unaffected. The same is true for nitrates, which have the highest concentrations in the eastern portion of the Basin, away from the most productive pumping areas (see Figure 7).

Extensive cleanup programs are underway in the areas affected by VOC contamination. Because the main plumes of contamination are centered in just a few areas, much of the Basin remains unaffected.

Figure 6. VOLATILE ORGANIC COMPOUND LEVELS IN GROUNDWATER

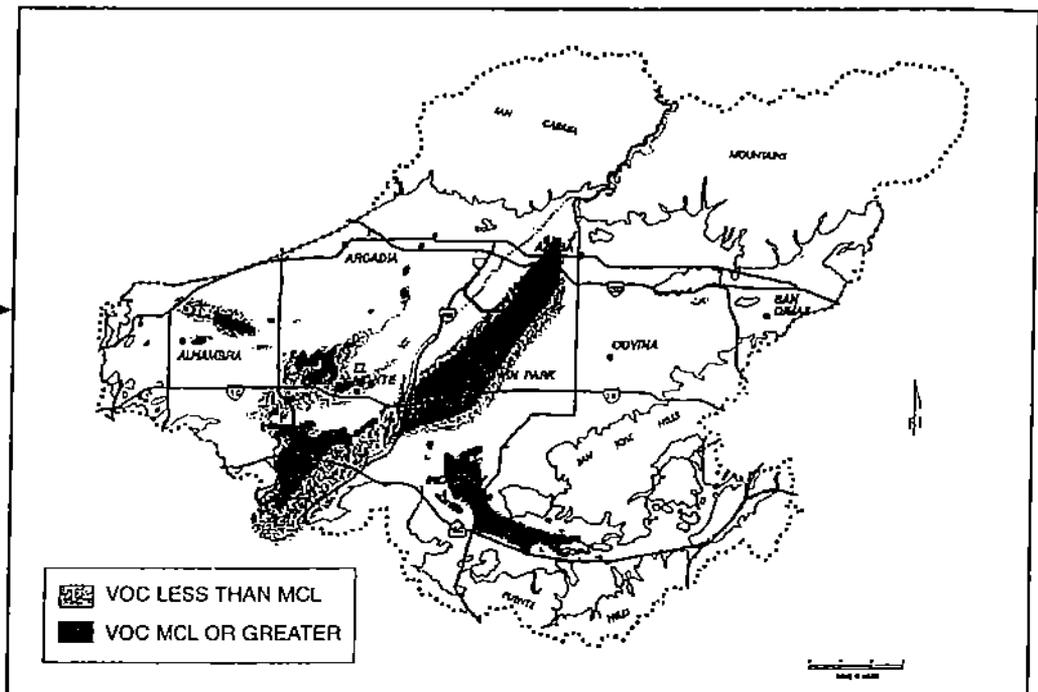
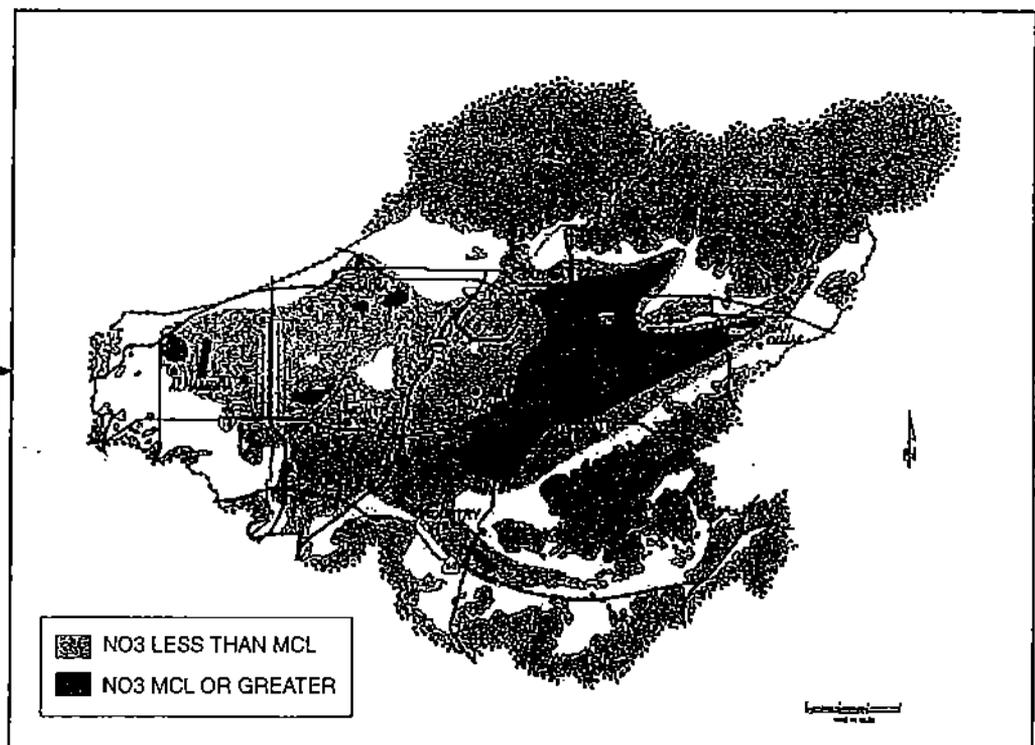


Figure 7. NITRATE LEVELS IN GROUNDWATER

Nitrate (NO₃) contamination is focused in the eastern portion of the Basin, away from the San Gabriel River, the area of most intensive groundwater pumping.



MTBE

In 1996-97, MTBE, a gasoline additive, was discovered in ground and surface water in many areas of the state. The State Department of Health Services (DHS) subsequently established an MCL of 13 parts per billion. Watermaster conducted Basinwide testing for the contaminant and only two drinking water wells had confirmed detectable levels, and those were below the MCL. However, the Regional Water Quality Control Board (Regional Board) has found MTBE in soil close to the surface near leaking underground storage tanks. Watermaster is working closely with the Regional Board to monitor these sites, which could pose a threat to the much deeper drinking water wells. Watermaster continues to collect MTBE samples on an annual basis and has found no detectable levels at any additional wells.

PERCHLORATE

In January 2002, DHS lowered the Action Level (AL) for Perchlorate from 18 to 4 parts per billion and a total of 22 wells were removed from service due to unacceptable levels of perchlorate. DHS subsequently raised the AL to 6 parts per billion in March 2004. Watermaster played a key role in development of the first treatment technology to remove perchlorate from drinking water; this technology is now operational at the La Puente Valley County Water District (LPVCWD) facility, is undergoing regulatory testing at another site and is being prepared for testing at one other location in the BPOU area. Perchlorate treatment facilities have been constructed and are being planned in other areas of the Basin, as well.

NDMA

During 1998 eight local wells were found to contain levels of NDMA above the AL at that time of 2 parts per trillion. Five of the wells with measurable levels of NDMA had already been taken out of service for other reasons, and the other three were put on inactive status once NDMA was detected. DHS subsequently raised the AL to 10 parts per trillion. Similar to Perchlorate, Watermaster is playing a key role with the construction of NDMA treatment facilities in the Baldwin Park Operable Unit area of the Basin. Two facilities are operational, two are built and undergoing testing, and one is under design.

The current maximum contaminant level (MCL) for arsenic is 50 parts per billion. However, USEPA has set a revised standard at 10 ppb; water purveyors must comply by 2006.

ARSENIC

Arsenic is a naturally occurring substance that is sometimes found at very low levels in drinking water, primarily groundwater.

Pursuant to the Safe Drinking Water Act, USEPA established a new MCL for arsenic of 10 parts per billion. Water systems must comply with this new MCL by 2006. The current MCL is 50 parts per billion.

In order to ensure that the proposed new rule would be based on sound science, Watermaster helped fund a national study to determine the threshold at which arsenic causes adverse health effects. Watermaster also conducted low-level arsenic testing Basinwide to determine the impact of a new, more-stringent standard.

According to the Surgeon General, there is a significant health risk from radon in the air. The health risk from radon in drinking water, however, is considered very small.

RADON

Radon is a colorless, odorless, naturally occurring gas found in soil, air, and some groundwater. It can be found throughout the world, both outdoors and in the indoor air of homes. It originates from soil, natural gas, building materials, and sometimes from domestic water. Most of the radon found in indoor air comes from soil below the foundation of a home. According to the Surgeon General, there is a significant health risk from radon in the air. The health risk from radon in drinking water, however, is considered very small.

The USEPA is proposing new requirements on radon found in water. As proposed, the rule offers states and water agencies two alternatives: (1) a very low maximum contaminant level of 300 picoCuries per liter for radon in drinking water, or (2) an alternative standard of 4,000 pCi/l if the state or a local water supplier implements an effective program to reduce overall exposure to indoor radon.

CHROMIUM

Chromium is an inorganic chemical that commonly occurs naturally in groundwater and can also enter drinking water sources through discharges from industries and leachate from hazardous waste sites.

There are two forms of chromium that may be present in drinking water: chromium III (trivalent chromium) and chromium VI (hexavalent chromium). There are uncertainties about the ratio of the occurrence of the two types in drinking water sources. Chromium III is an essential nutrient at trace concentrations. Chromium VI is associated with health concerns, and its toxicity is the basis for setting the chromium drinking water standard.

The current MCL for total chromium is 50 parts per billion. In the San Gabriel Valley, at least a portion of total chromium in groundwater leaches out of the soil from naturally occurring deposits. During fiscal year 2000-01, Watermaster collected total chromium and hexavalent chromium samples from all drinking water wells, and all results were below the MCL. The hexavalent chromium results were provided to DHS to assist with its review and possible modification of the existing standard.

WELLS ASSESSED FOR VULNERABILITY TO CONTAMINATION

One of the primary purposes of the Five-Year Plan is to identify wells in the Basin that are vulnerable to contamination. A well is considered vulnerable if the concentration of contaminants reaches 50 percent of the AL or MCL allowed by state drinking water regulations. In order to project which wells may be vulnerable over the next five years, Watermaster reviews water quality tests performed on each well, regional water quality conditions, and contaminant migration patterns. (See figures 8(a), 8(b) and 8(c).)

Watermaster maintains a Water Quality Protection Plan (found in a separate volume) that provides an early warning to inform Producers of potential increases in contaminant levels. The Water Quality Protection Plan also provides suggested alternative sources of supply, and proposes long-term actions to solve the contamination problem(s) without contributing to the migration of contaminants in the Basin.

Figure 8(a). WELLS VULNERABLE TO POTENTIAL VOLATILE ORGANIC COMPOUND CONTAMINATION WITHIN THE NEXT FIVE YEARS

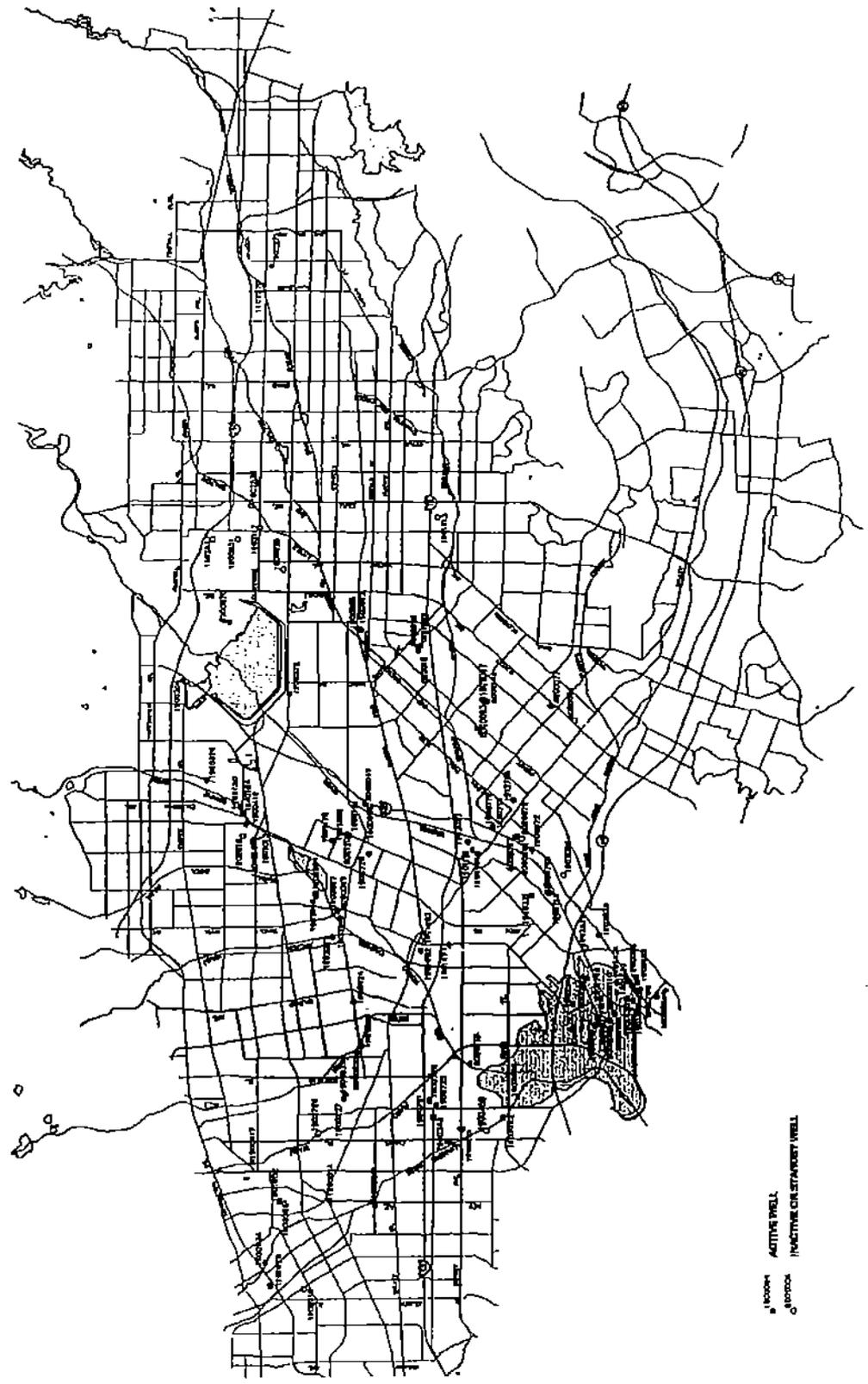


Figure 8(b). WELLS VULNERABLE TO POTENTIAL NITRATE CONTAMINATION WITHIN THE NEXT FIVE YEARS

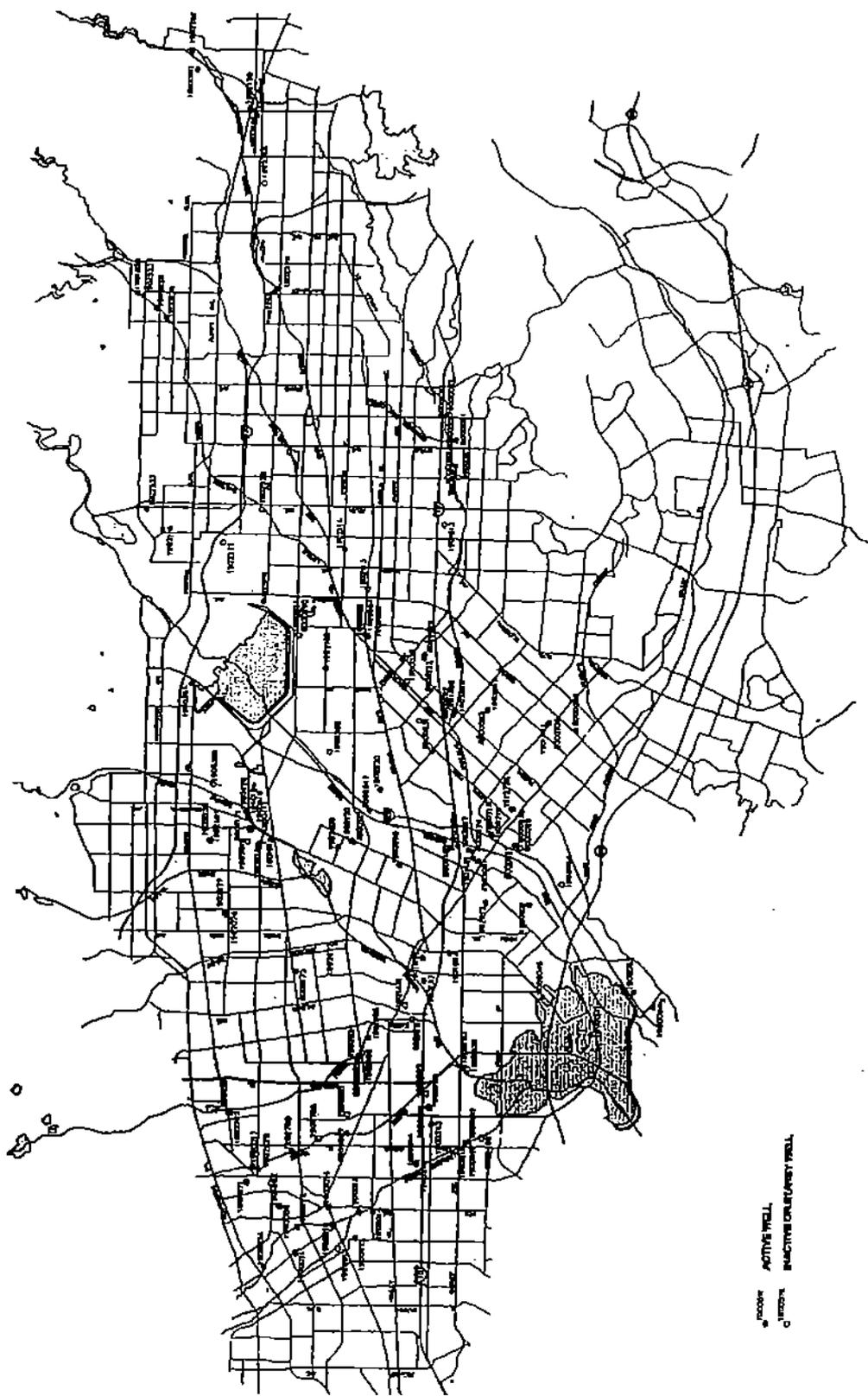
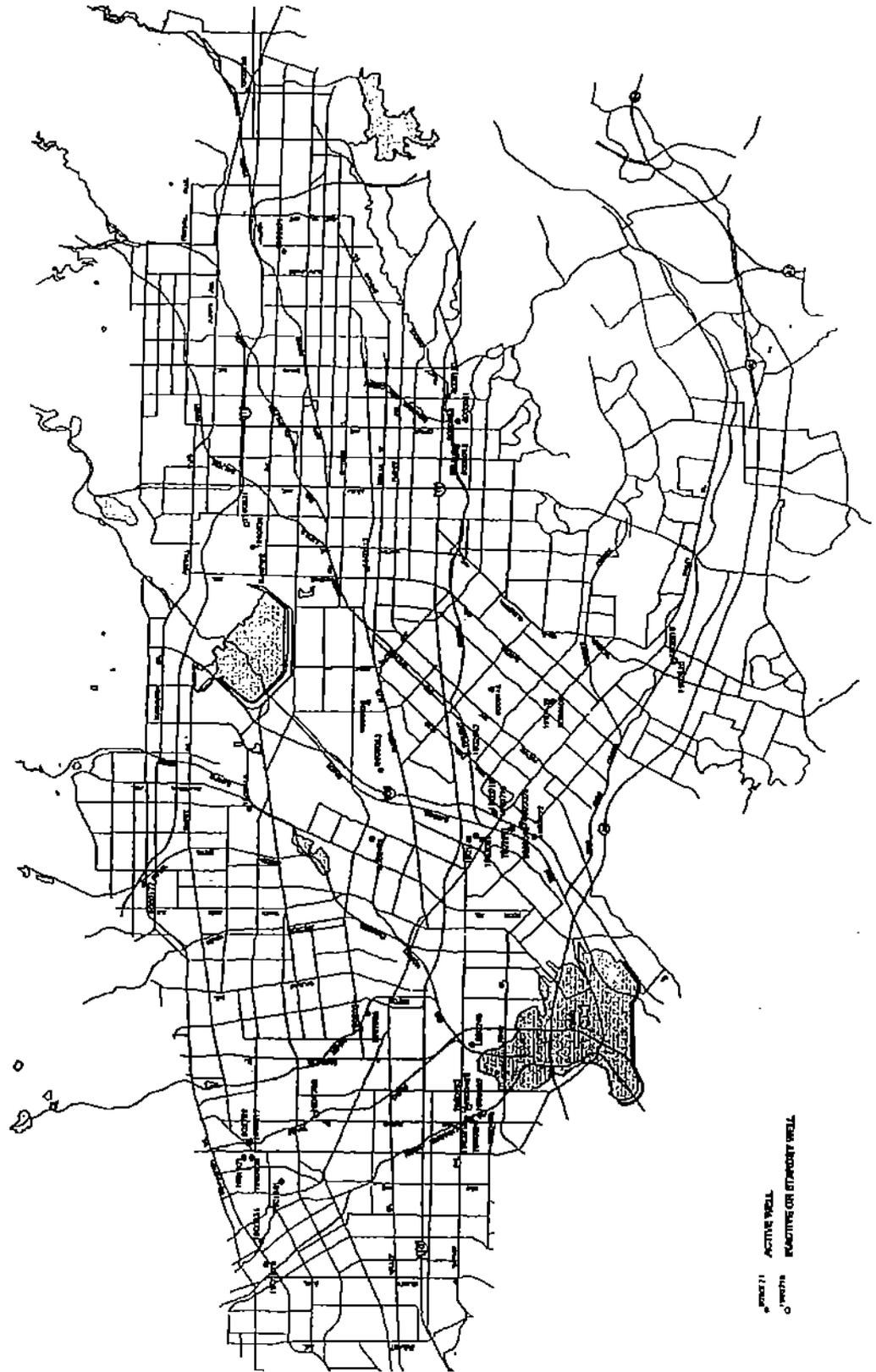


Figure 8(c). WELLS VULNERABLE TO POTENTIAL PERCHLORATE CONTAMINATION WITHIN THE NEXT FIVE YEARS.



FIVE-YEAR WATER QUALITY AND SUPPLY PLAN

Since 1991, when Watermaster was given water quality management responsibilities by the Court, the focus of attention has been principally on understanding and treating volatile organic compounds (VOC). During the ensuing years, Watermaster, together with many other Basin water agencies, private water companies, and regulators, have worked to develop the expertise, financing, and treatment technologies to effectively undertake Basinwide cleanup of VOCs.

The discovery of perchlorate and NDMA, however, upset the existing VOC cleanup approach by creating a number of challenges. Most important, these new contaminants could not be removed using existing treatment plants, and a number of important VOC treatment plants had to be shut down since the new contaminants were found in areas of existing VOC contamination.

Watermaster encourages groundwater cleanup projects that also meet water supply needs

→ This report outlines a combined cleanup and water supply plan for each of the USEPA Operable Units (Superfund areas). Watermaster's plan for each area is consistent with the USEPA plans, and its goal is to implement cleanup as promptly as possible, with or without the cooperation of the Responsible Parties.

GROUNDWATER MONITORING PROGRAMS

Monitoring involves measuring groundwater levels, groundwater quality, and groundwater flow. Watermaster continuously refines its understanding of the groundwater Basin in order to increase the safe yield of the Basin, and to protect and improve local water quality.

GROUNDWATER ELEVATION MONITORING

CONTINUE KEY WELL AND SUPPLEMENTAL KEY WELL OPERATION AND DATA PROCESSING

The entire 167 square-mile groundwater Basin is managed as one unit based on the groundwater levels as measured at a single Key Well in Baldwin Park. Water levels have been measured at this well since 1903 and are currently measured every three hours by an automated recorder.

Additional groundwater level recorders have been installed near the Santa Fe Spreading Grounds, adjacent to the San Gabriel River above the 210 Freeway, in the City of Rosemead, in the City of Covina and near the Whittier Narrows Dam, and are synchronized with the Key Well. Collectively, these wells are designed to provide a better understanding of the impacts of the recharge operation at the Santa Fe Spreading Grounds on the Basin hydrogeology. Water elevation data are being collected at additional wells, and water level recorders may be installed in those wells over the next five years.

CONTINUE BASINWIDE GROUNDWATER ELEVATION MONITORING PROGRAM (BGWEMP)

The purpose of the BGWEMP is to obtain groundwater level measurements from a large number of wells across the Basin. The information is used to prepare contour maps that show the direction of groundwater flow. The data are then used in the Basin computer model to simulate future groundwater flows. The BGWEMP plan for the coming years includes:

- taking weekly measurements of water levels in nine primary wells;
- gathering semiannual measurements of water levels in 170 primary wells;
- obtaining water levels in secondary wells from well owners or water Producers, the San Gabriel Valley Protective Association, Regional Water Quality Control Board, USEPA, and others;
- updating the database for water level data; and
- preparing semiannual groundwater contour maps of the entire Basin.

GROUNDWATER QUALITY MONITORING

CONTINUE BASINWIDE GROUNDWATER QUALITY MONITORING PROGRAM (BGWQMP)

The goal of the BGWQMP is to sample all production wells in the Basin at least once a year for VOCs and nitrates. The frequency of BGWQMP sampling complements the monitoring requirements under state law and supplements information gathered through Regional Water Quality Control Board source investigations and USEPA remedial investigations. The data collected by BGWQMP are used to plot maps showing the current locations and magnitude of contaminant levels.

CONTINUE TITLE 22 WATER QUALITY TESTING

Watermaster will continue performing state-mandated Title 22 water quality sampling of raw water from approximately 200 active wells in the Basin. Watermaster will also continue tracking regulations and informing local water purveyors when they need to take action on specific issues. Information from centralized water quality testing is added to Watermaster's water quality database, which contains data from many sources. The centralized testing enables Watermaster to spot trends that might otherwise go unnoticed and also lowers monitoring costs to Producers.

GROUNDWATER FLOW AND CONTAMINANT MIGRATION STUDIES

Groundwater level and quality data are entered into the Basin computer model, which simulates where contamination is projected to flow in the future. The goal is to project contaminant levels by areas in advance of the actual event, and identify remedial steps to be taken.

GROUNDWATER ELEVATION SIMULATIONS SHOW FUTURE PUMPING WILL NOT SIGNIFICANTLY CHANGE GROUNDWATER MOVEMENT

To determine the direction of groundwater flow through the Basin, Watermaster compiled the daily average 2003-04 production for each well, entered the data into the groundwater model, and simulated how production impacted water levels throughout the Basin. A simulation was then run using estimates for 2008-09. These simulations show that the estimated increase in groundwater production during the next five years will not significantly change the overall direction of Basin groundwater movement, which continues to flow generally from east to west to a pumping trough in the western portion of the Basin, and also northeast to southwest, exiting

through Whittier Narrows. The simulation for 2008-09 also shows localized pumping depressions in the Baldwin Park area, which are projected to be created by continuous groundwater pumping from extraction wells associated with the BPOU contaminant cleanup project. Contaminated groundwater from those wells will be treated at centralized treatment facilities and the DHS-permitted water will be provided for potable use.

SIMULATE IMPACTS OF GROUNDWATER PUMPING ON CONTAMINANT MIGRATIONS

Simulations similar to the ones described above were used to make the finding that pumping has no major adverse impacts on contaminant migration.

Actual groundwater quality data from 2003-04 and projected quality data from 2008-09 were entered into the groundwater model for the contamination migration studies. The computer model then simulated how the flow of water would affect the migration of contamination. The simulation showed that changes in groundwater flow did not have major impacts on the migration of contaminants. (Refer to Figures 9 and 10.)

GROUNDWATER CLEANUP PROJECTS

Watermaster coordinates and provides technical assistance on many cleanup projects in the Basin, but does not own or operate any cleanup facilities. Watermaster's involvement includes coordinating proposed USEPA cleanup programs with in-Basin water demands and providing assurance that projects are consistent with the Judgment.

REVIEW OF SECTION 28 APPLICATIONS

Section 28 of Watermaster's Rules and Regulations requires that Watermaster review every proposal to construct, destroy, or modify a well or build a treatment plant. This regulation is required to ensure that any new or increased extractions from the Basin, or any changes in production patterns, are consistent with contamination cleanup efforts and will not adversely affect Basin water quality.

**Figure 9. SIMULATED 2003-04
BASIN GROUNDWATER CONTOURS**

Simulations of the direction of groundwater flow in 2003-04 and projections for 2008-09 (on the following page) show that the estimated increase in groundwater pumping during this period does not significantly change the overall direction of Basin groundwater movement.

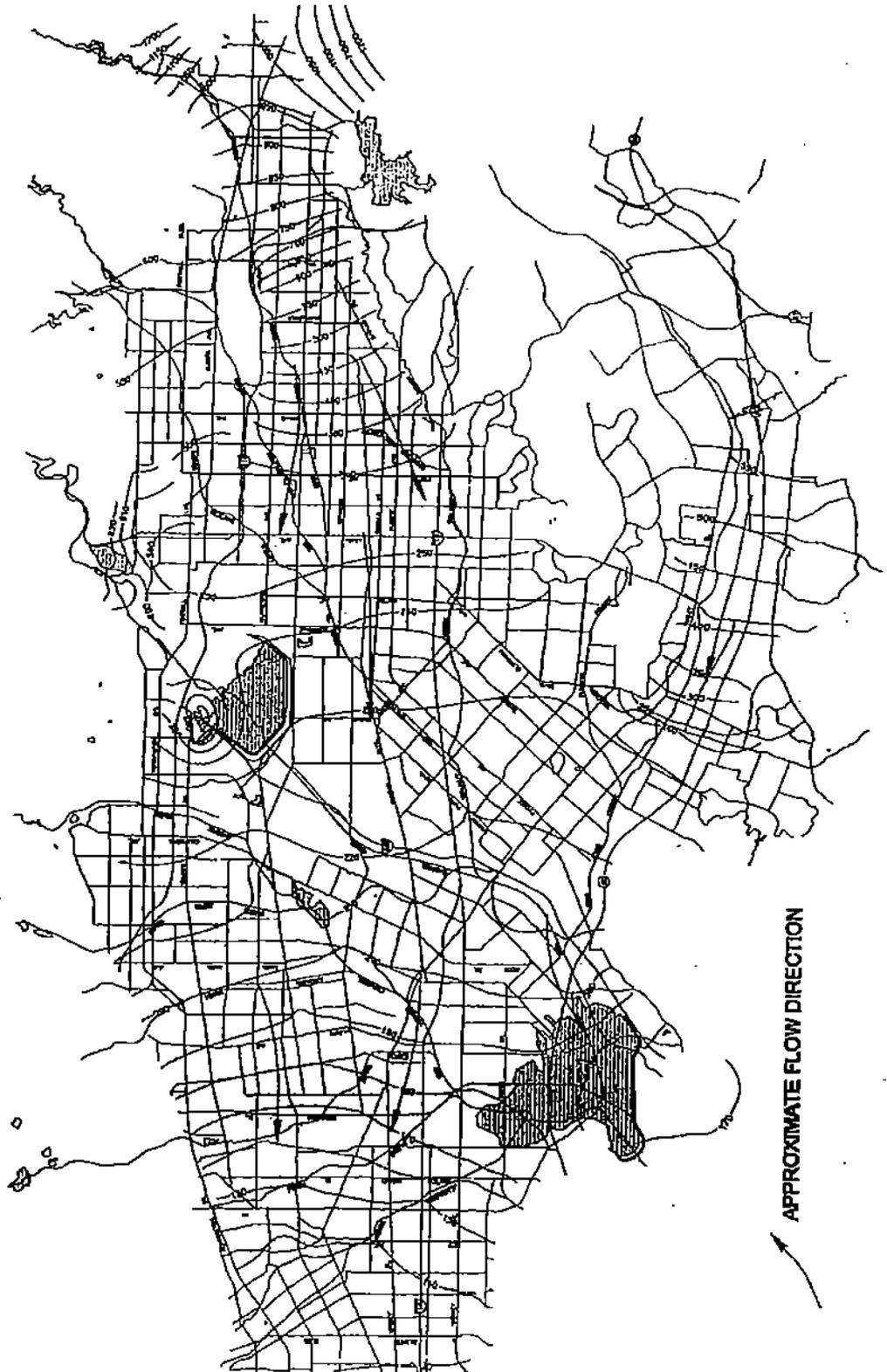
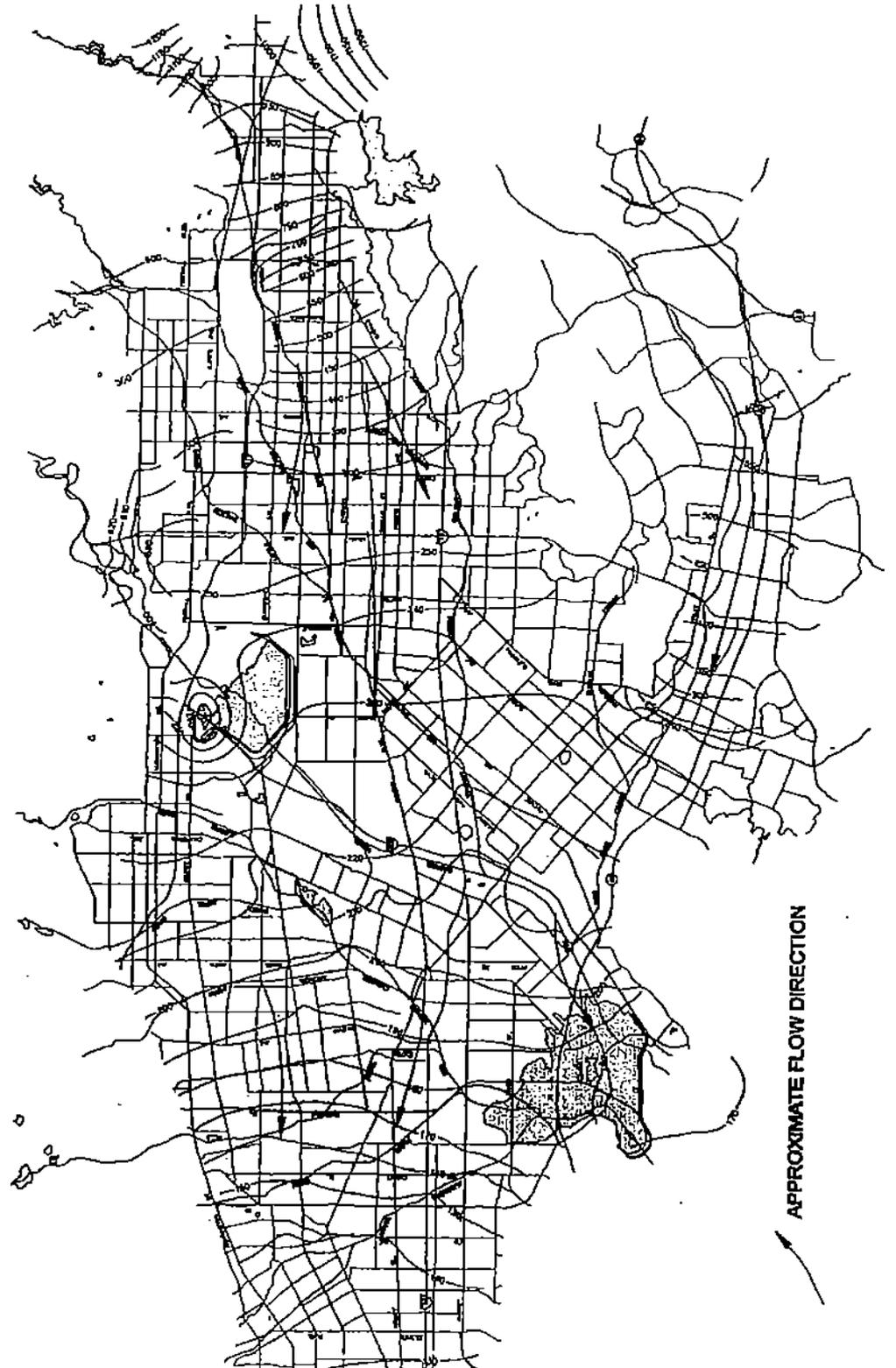


Figure 10. SIMULATED 2008-09
BASIN GROUNDWATER CONTOURS



WATERMASTER CLEANUP PROJECTS/USEPA OPERABLE UNIT PLANS

With USEPA plans generally in place, it is now possible for Watermaster to develop solutions that will provide effective cleanup, meet local water supply needs, and conform to the USEPA plans.

The USEPA established Operable Units for the various areas within the Basin that have been contaminated and require groundwater cleanup. The Operable Units are Area 3, Baldwin Park, Puente Valley, El Monte, South El Monte, and Whittier Narrows (See Figure 11). USEPA has established a methodical process that includes a review of the extent of contamination (Remedial Investigation), development of alternative cleanup plans (Feasibility Study) and selection of the most appropriate cleanup plan (Proposed Plan). Following these activities, the USEPA issues a report identifying the agreed upon Cleanup Plan (Record of Decision). Subsequently, the project facilities are designed and constructed.

The USEPA has made progress by identifying cleanup plans for nearly all the Operable Units. Unlike the USEPA, Watermaster is not only concerned with cleaning up the Basin, but also wants to meet the water supply needs of the region. With USEPA plans generally in place, Watermaster is working to develop solutions that not only provide effective cleanup and conform to the USEPA plans, but also meet local water supply needs.

This Five-Year Plan describes each of the Operable Units along with the proposed cleanup plan of the USEPA. In addition, the Plan describes the current and projected impacts on water supply caused by the contamination and the cleanup.

Watermaster intends to work with affected Producers and other local water agencies to implement cleanup of each Operable Unit as quickly as possible, with or without the cooperation of the Responsible Parties. Watermaster will continue to seek cost recovery from the Responsible Parties for any cleanup costs it incurs.

BALDWIN PARK OPERABLE UNIT

The Baldwin Park Operable Unit (BPOU) is a seven-mile-long, one-mile-wide area of groundwater contamination that lies east of the San Gabriel River, beginning north of the I-210 freeway in Azusa to below the I-10 freeway in Baldwin Park (see Figure 12). The contamination has primarily resulted from improper use and disposal of chemicals in the Azusa area. The contamination continues to spread generally in a southwesterly direction.

The USEPA originally issued its Record of Decision (ROD), or cleanup plan, for the Baldwin Park Operable Unit several years ago. The ROD calls for pumping and treating groundwater in the northern area, where contaminant concentrations are highest, and also in the southern area to limit further migration of contaminants. The ROD involves pumping and treating about 6,000 gallons per minute in the northern areas and 16,000 gallons per minute in the southern area. The ROD also recommends the use of existing water supply wells, treatment systems, and pipelines, when feasible. Importantly, the plan encourages adding the treated water to the potable supply, rather than simply recharging it back into the ground or disposing of it to storm drains.

Figure 11. LOCATION MAP OF USEPA OPERABLE UNITS

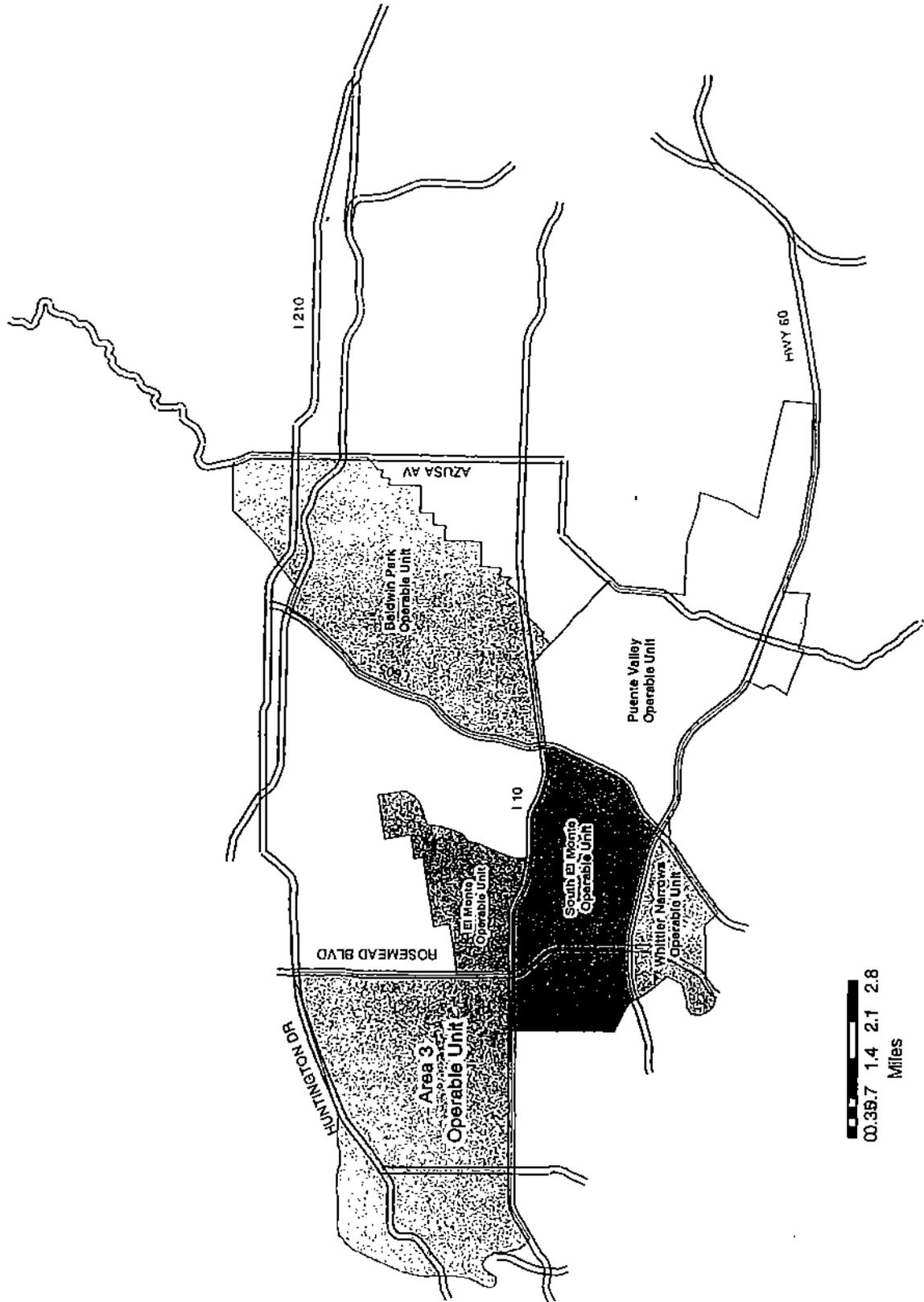


Figure 12. LOCATION MAP OF BPOU PROJECTS

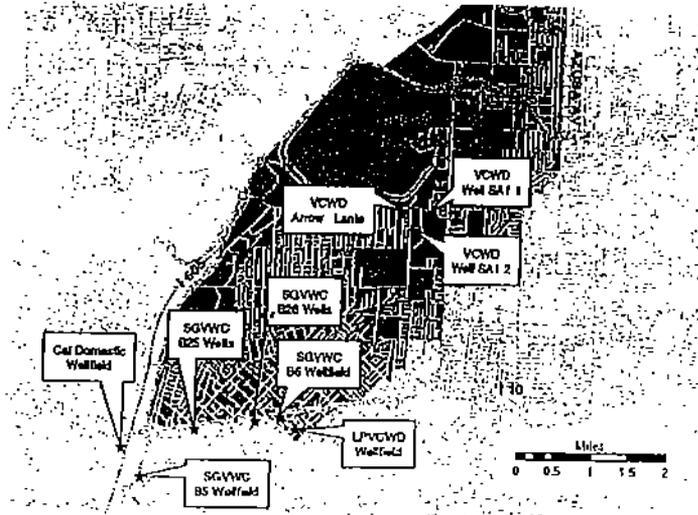


Figure 13. LOCATION MAP OF SEMOU PROJECTS

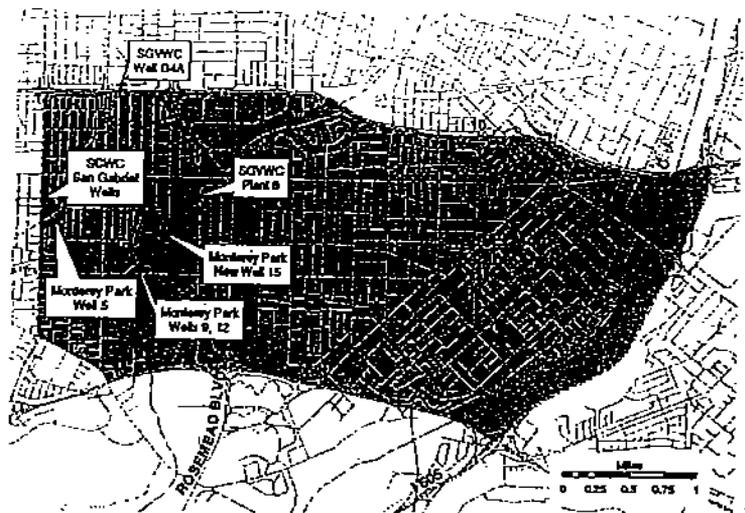


Figure 14. LOCATION MAP OF EMOU PROJECTS

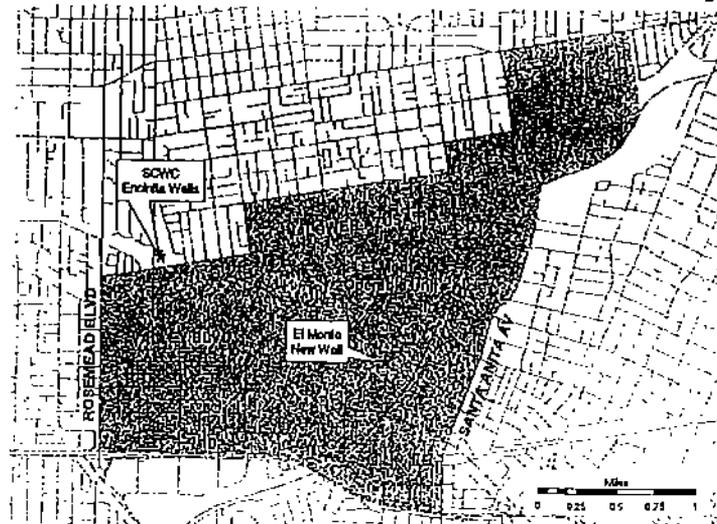


Figure 15. LOCATION MAP OF PVOU PROJECTS

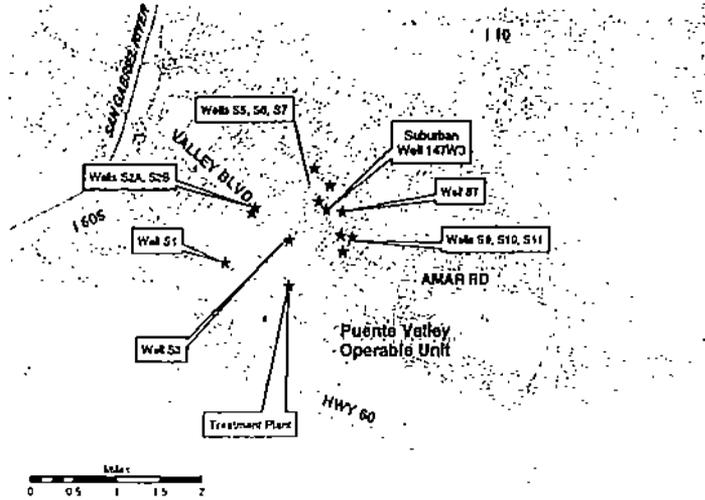


Figure 16. LOCATION MAP OF WNOU PROJECTS

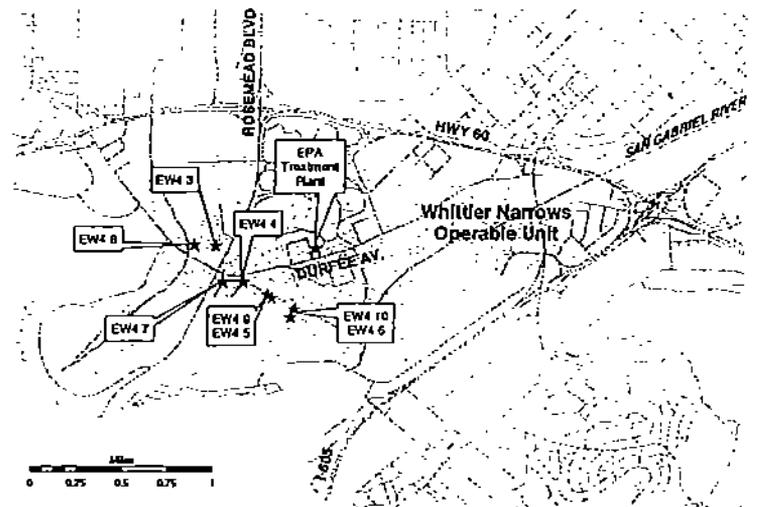
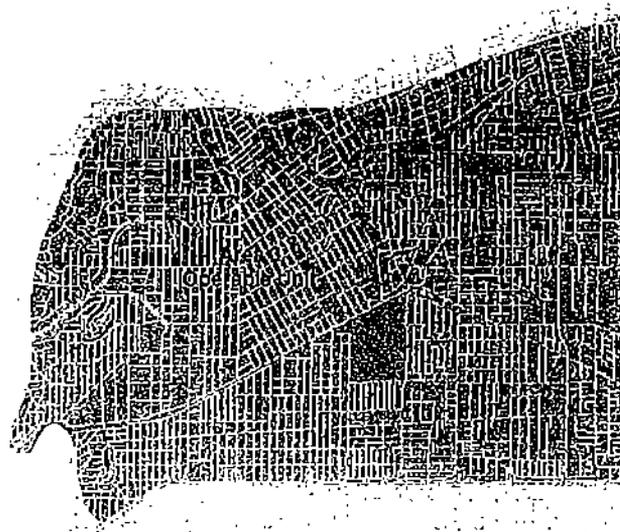


Figure 17. LOCATION MAP OF AREA 3 PROJECTS



Within the last few years, the discovery of the new contaminants perchlorate and NDMA has resulted in the shutdown of numerous treatment facilities that were designed by local water agencies to remove volatile organic compounds but not the new contaminants. Shutting down the treatment plants has allowed the contaminants to migrate southward into previously unaffected areas, in turn forcing the shutdown of other water supply wells.

In 2002, after several years of negotiation led by Watermaster, eight of the BPOU Responsible Parties (called Cooperating Respondents, or CRs) and seven water entities signed the BPOU Project Agreement. Under this landmark agreement, the CRs pay the cost to construct and operate the USEPA-required BPOU cleanup facilities for 15 years. Several water purveyors will own and operate the facilities as required by USEPA and will use the highly treated water in their water systems. The San Gabriel Basin Water Quality Authority (WQA) has obtained outside funds to help construct necessary treatment facilities, extraction wells and pipelines. Watermaster is providing project management and project coordination services.

Watermaster will continue to coordinate BPOU cleanup activities among the various parties over the next 13 years, including interfacing with USEPA, overseeing agreements between water purveyors to use the treated water, and providing accounting services to track Project costs and funds received. Following permitted operation of the BPOU Project facilities, Watermaster will coordinate collection of field data, such as water production, water quality and water levels, and will provide Project performance reports to USEPA.

The BPOU Project consists of four centralized treatment facilities with a combined extraction and treatment capacity of 25,900 gpm. Those treatment facilities are located at Valley County Water District's (VCWD) Lante Well site (7,800 gpm), San Gabriel Valley Water Company's (SGVWC) Plant B6 (7,800 gpm) and Plant B5 (7,800 gpm), and La Puente Valley County Water District's (LPVCWD) well site (2,500 gpm).

In the northerly portion of the BPOU, the VCWD Project consists of three extraction wells, including two new wells, pumping up to 7,800 gpm (average annual rate of 7,000 gpm) to a centralized treatment facility at the VCWD Lante Well site. The VCWD Project includes new raw water pipelines from Wells SA1-1 and SA1-2 to the treatment plant, which consists of separate facilities to treat VOCs, perchlorate, NDMA, and 1,4-dioxane. In addition, a treated water pipeline will provide at least 5,500 gpm of fully treated water to Suburban Water Systems to offset production lost from some of its wells; VCWD will use the remaining 1,500 gpm. The VCWD Project is anticipated to be operational by 2005. The location of the VCWD Project is shown on Figure 12.

In the southerly portion of the BPOU are three treatment projects—the LPVCWD treatment facility (2,500 gpm), SGVWC B6 Project (7,800 gpm), and SGVWC B5 Project (7,800 gpm). The location of these treatment facilities is shown on Figure 12.

The LPVCWD project is permitted by DHS and has been operational since March 2001. Treated water in excess of LPVCWD's needs is provided to Suburban Water Systems (SWS) to enable the treatment facility to be operated on a continuous basis.

The SGVWC B6 project, now operational and awaiting a DHS permit, consists of four new extraction wells and a centralized treatment facility that will treat up to 7,800 gpm (average annual rate of 7,000 gpm). The treatment facility will treat the contaminated groundwater for VOCs, perchlorate, NDMA, and 1,4-dioxane. Once the DHS permit is received in early 2005, the treated water will be provided to SGVWC customers.

The SGVWC B5 Project consists of one new extraction well along with two existing wells that will provide up to 7,800 gpm (average annual rate of 7,000 gpm) to a centralized treatment facility located at the SGVWC B5 site. The treatment facility will treat the contaminated water for VOCs, perchlorate, NDMA, and 1,4-dioxane. Following receipt of a permit from DHS, the treated water will be provided to City of Industry customers (1,200 gpm) and the balance provided to SGVWC customers. The SGVWC B5 Project is anticipated to be operational by spring 2006.

FIVE-YEAR BPOU WATER SUPPLY/CLEANUP PLAN

PROJECT	DESCRIPTION	VULNERABLE WELLS TARGETED	STATUS	EPA BPOU ROD	WATERMASTER ROLE DURING NEXT FIVE YEARS
1. LPVCWD	2,500 gpm Treatment Facility	LPVCWD Wells 2, 3, & 4 Potentially SWS 140W-3, 4 & 5	Complete 2000	Yes	Coordinate funding, data collection, performance reports for 2005-09
2. SGVWC	7,800 gpm Treatment Facility Plant B6	SGVWC B6C, B6D, B25A, B25B, B26A, B26B Potentially SGVWC B4B/B4C	To be completed 2004-05	Yes	Coordinate design, construction, permitting 2004-05. Coordinate funding, data collection, performance reports 2005-09
3. SGVWC	7,800 gpm Treatment Facility Plant B5	SGVWC B5A, B5B, B5E Potentially Industry 3, 4, & 5 Potentially Cal Domestic 2, 3, 5A, 6, 8 & 14	To be completed 2005-06	Yes	Coordinate design, construction, permitting 2004-06. Coordinate funding, data collection, performance reports 2006-09
4. VCWD	7,800 gpm Treatment Facility Lante	VCWD Arrow, Lante Maine East, Maine West Potentially SWS 139W-2, 4, 5 & 6	To be completed 2004-05	Yes	Coordinate design, construction, permitting 2004-05. Coordinate funding, data collection, performance reports 2005-09

The projects will ensure that there is an adequate water supply for the Baldwin Park Operable Unit area. These projects are consistent with the USEPA ROD, meet contaminant removal and containment requirements, and meet local water supply needs.

In addition to the USEPA-required BPOU facilities, several water purveyors have had to build treatment facilities at other wells within the BPOU area in order to meet water supply needs until the USEPA remedy prevents the continued spread of contamination. These additional facilities are shown below.

**WELL OWNER TREATMENT PROJECTS
IN THE BALDWIN PARK OPERABLE UNIT**

OWNER	PROJECT	STATUS
1. California Domestic Water Company	Treatment Facility for Wells 3, 5A, 6 & 14	Complete 2002
2. Suburban Water Systems	Treatment/blending projects for Well 140W-5	Complete 2003-04
3. Valley County Water District	Treatment Facilities for East Maine/West Maine Wells and East Nixon/West Nixon	Complete 2003-04

SOUTH EL MONTE OPERABLE UNIT

The South El Monte Operable Unit (SEMOU) covers approximately eight square miles in the south-central portion of the Basin. It is bounded by the I-10 Freeway, the 60 Freeway, the I-605 Freeway, and San Gabriel Boulevard. (See Figure 13). A ROD for the SEMOU was issued in 2000. In support of cleanup efforts, select Responsible Parties are currently working with impacted water purveyors and WQA in an effort to fund necessary water supply/cleanup projects. Watermaster continues to support these efforts.

The City of Monterey Park (Monterey Park) Wells No. 5 (1,900 gpm) and 9, 12, and 15 (4,500 gpm) were to be treated for VOCs only. During calendar years 2000 and 2001 when the treatment facilities for these wells were under design, perchlorate had been found above the detection level of 4 ppb, but below the Action Level at that time of 18 ppb. With implementation of the revised DHS Action Level of 4 ppb during January 2002, the existing permitted treatment facilities located at the site of Monterey Park Wells No. 5 and 12 were rendered inoperative. During March 2004 the perchlorate AL was raised to 6 ppb.

Monterey Park is working with DHS on a plan to treat both VOCs and perchlorate at its Well No. 5. That plan includes use of the existing liquid-phase granular activated carbon (LGAC) vessels and may be permitted during the winter of 2005. Monterey Park also has added a new perchlorate treatment system for its Wells No. 9, 12 and 15 that uses a disposable resin, as a supplement to the existing VOC treatment facility. This facility also employs LGAC vessels following the VOC and perchlorate treatment facilities. The modified 4,500 gallons per minute (gpm) treatment facility may be permitted by DHS during fall 2004.

The SGVWC Plant 8 VOC Treatment Facility has a capacity of 5,000 gpm and has been in operation since fiscal year 2001-02. No new compounds were detected during fiscal year 2003-04. VOC concentrations have risen in the groundwater. To ensure treatment facility operations are not impacted SGVWC has voluntarily initiated construction of supplemental VOC treatment at its Plant 8.

The Southern California Water Company (SCWC) VOC treatment facility at San Gabriel Wells No. 1 and 2 had been permitted and operating. However, with the establishment of the revised Perchlorate AL in 2002, SCWC voluntarily removed one of the wells from operation. SCWC is now installing a disposable resin system to remove perchlorate from that well. SCWC plans to have the modified treatment facility operational and permitted by DHS during fiscal year 2004-05.

FIVE-YEAR SEMOU WATER SUPPLY/CLEANUP PLAN

PROJECT	DESCRIPTION	STATUS
1. Monterey Park	New Well 15, 1,500 gpm; Wells 9 & 12 Treatment Plant, 4,500 gpm	Treatment Facility Complete in 2001-02. (Well 9 only) Well 12/15 Treatment Plant complete 2004-05
2. Monterey Park	Well 5 Treatment Plant, 1,900 gpm	Existing VOC Treatment Perchlorate treatment 2004-05
3. SGVWC	G4A Well Treatment Facility 775 gpm	To be completed 2004-05
4. SCWC	San Gabriel Wells 1 & 2 Treatment Facility 2,200 gpm	Treatment Facility complete in 2003-04 (SG1 only)
5. SGVWC	Plant 8 Treatment Facility 5,000 gpm	Treatment Facility complete in 2001-02 Additional Treatment Facility 2004-05

While funding negotiations proceed for the entire SEMOU, and USEPA carries out its characterization and enforcement process, water purveyors have proceeded with planned cleanup projects with assistance from WQA.

EL MONTE OPERABLE UNIT

The El Monte Operable Unit (EMOU) covers an area of about 10 square miles in the south-central portion of the Basin. It is bounded by the I-10 Freeway in the south, Rosemead Boulevard in the west, and Santa Anita Avenue and Rio Hondo on the east. The northern boundary generally follows Lower Azusa Road. (See Figure 14). While shallow contamination is found throughout the EMOU, deep (intermediate zone) contamination is found in the northwest and easterly area of the EMOU.

The USEPA's ROD for the EMOU includes numerous small, shallow extraction wells and treatment, along with two areas of deep extraction and treatment. Due to generally poor water quality in the area, the shallow groundwater will not be used for a potable supply. The deep extractions are recommended for potable use by the local water purveyors. The deep zone extraction and treatment in the northwest area is planned to be accomplished by the existing Encinita Well and Treatment Facility owned by Southern California Water Company. Deep zone extraction is also planned for new wells to be constructed at California-American Water Company's (CAWC) Blue Ribbon Wells No. 1 and No. 2 sites. The new extraction wells will pump to new LGAC vessels to remove VOCs.

During July 2002, USEPA issued an Explanation of Significant Differences (ESD), which indicated that perchlorate, NDMA, 1,4-dioxane, and hexavalent chromium had been detected in excess of DHS action levels. In the event water from extraction wells cannot be blended to acceptable levels, additional treatment facilities will need to be installed, significantly increasing cleanup costs. Thus far, extraction and treatment of VOCs at SCWC Encinita Plant has not been impacted.

Watermaster will continue to assist with data collection and permitting of facilities over the next five years.

The Five-Year Water Supply/Cleanup Plan for the EMOU is presented on the following table.

FIVE-YEAR EMOU WATER SUPPLY/CLEANUP PLAN

PROJECT	DESCRIPTION	STATUS
1. SOWC	Encinita Well and Treatment Facility 1,200 gpm	Project complete
2. CAWC	News Wells and Treatment Facility	Project negotiation 2004-05

PUENTE VALLEY OPERABLE UNIT

The Puente Valley Operable Unit (PVOU) lies in the southeastern portion of the Basin, essentially bounded by the 60 Freeway in the south, Azusa Avenue in the east, and the I-10 Freeway in the north. (See Figure 15.) The PVOU encompasses the Puente Valley, which is tributary to the southeasterly portion of the Basin. Contamination in the PVOU includes various VOCs. All aquifers within the PVOU (shallow, intermediate, and deep) are considered sources for municipal water supplies.

The USEPA has issued a ROD for the PVOU. The plan identified in the ROD includes extraction and treatment of groundwater within the shallow and intermediate zones from wells located in the center of the PVOU. The proposed location of shallow zone extraction wells is shown on Figure 15. Watermaster is currently working with local water entities to develop a plan to use water from the PVOU treatment facility for potable purposes. Watermaster and local water entities have proposed constructing additional treatment to remove low levels of perchlorate and providing the treated water to a local purveyor for potable use. The proposed USEPA project would discharge the treated water into a nearby channel for groundwater recharge.

The following table presents the Five-Year Water Supply/Cleanup Plan for the PVOU.

FIVE-YEAR PVOU WATER SUPPLY/CLEANUP PLAN

PROJECT	DESCRIPTION	VULNERABLE WELLS TARGETED	STATUS
SWS	Shallow Zone Treatment Facility	SWS Well 147W-3	To be completed 2004-05 Negotiation with Responsible Parties 2004-05

WHITTIER NARROWS OPERABLE UNIT

The Whittier Narrows Operable Unit (WNOU) is located in the south-central portion of the Basin. Most of the surface and groundwater flow out of the Basin travels through the WNOU, located roughly between the Narrows and the 60 Freeway, with foothills on the west and east boundaries. (See Figure 16). The WNOU has shown low to moderate levels of VOCs, with concentrations increasing in recent years. Contaminants that migrate through the WNOU will enter the Central Basin aquifer.

The USEPA has declared that the WNOU is a "fund-lead" project, meaning that the USEPA (with the state) will fund the design, construction, and operation of the remedy and will seek cost recovery from responsible parties later. The USEPA cleanup plan involves a series of shallow and intermediate zone extraction wells with treatment. The total extractions are estimated to be about 11,000 gallons per minute (5,000 gpm shallow and 6,000 gpm intermediate). All treated water is intended for potable use, although a small amount may be used for irrigation near the Narrows.

USEPA conducted startup testing of the WNOU treatment facility between February and June 2002. During that time USEPA and Watermaster negotiated a Water Production Agreement enabling USEPA to proceed with WNOU groundwater cleanup without adversely impacting Basin groundwater storage. During June 2002 USEPA began treating the full 11,000 gpm at the WNOU treatment facility. During fiscal year 2002-03 USEPA continued full operation of the treatment facility. During that time NDMA was detected in some of the shallow extraction wells, prolonging the testing and review process for the shallow zone water through June 2006. The City of Whittier has obtained a DHS permit to use the 6,000 gpm of treated intermediate zone water for municipal use instead of producing water from its existing wells. The City is negotiating with USEPA concerning the operation of the treatment facility.

USEPA intends to pursue a permit from DHS for potable use of shallow zone water over the next two years. The Water Production Agreement originally set to expire in May 2004 has been extended to accommodate that schedule. The following table presents the Five-Year Water Supply/Cleanup Plan for the WNOU.

FIVE-YEAR WNOU WATER SUPPLY/CLEANUP PLAN

PROJECT	DESCRIPTION	VULNERABLE WELLS TARGETED	STATUS	WATERMASTER ROLE
1. Shallow Extraction Project	EPA Wells, Pipe Treatment Facilities 5,000 gpm	Whittier 13, 15, 16, 17 & 18 Los Angeles County	Complete 2002. Potable operations 2006-07	Monitor groundwater production, assist with data collection 2005-09
2. Intermediate Extraction Project	EPA Wells, Pipe Treatment Facilities 6,000 gpm	SWS 201W-2, 4, 5 & 6 Whittier 13, 15, 16, 17 & 18	Complete 2002. Potable operations 2004-05	Monitor groundwater production, assist with data collection 2005-09

AREA 3 OPERABLE UNIT

The Area 3 Operable Unit is located in the westerly portion of the Basin. It is generally bounded on the south by the 10 Freeway, on the east by Rosemead Boulevard, on the North by Huntington Drive and on the west by the boundary of the Main Basin (see figure-17). USEPA has installed five monitoring wells to collect water quality data to supplement data collected from water supply wells. USEPA has initiated a Remedial Investigation and Feasibility Study to identify the extent of the contamination and to evaluate appropriate cleanup remedies.

PRODUCERS' WATER SUPPLY PLANS

Watermaster's Water Quality Protection Plan provides early warning to Producers in the event that wells are found to exceed drinking water quality standards. The Plan also contains pre-analyzed suggestions to the Producers for responding to the presence of contaminants.

Watermaster will continue providing the following services to assist Producers in meeting water demand

WATER SUPPLY PLANS TO MEET PROJECTED DEMANDS

Water Producers propose to construct 15 new wells, build 7 treatment plants, and reactivate three wells during the next five years. Watermaster will continue providing the following services to assist Producers in meeting water demand:

- investigate all new or increased water extractions;
- provide computer modeling and technical support on treatment issues concerning the impact of extractions on contaminant migration;
- prioritize areas requiring further investigation, and coordinate with Producers on water supply modifications; and
- direct changes in pumping or treatment as necessary.

CONDUCT STUDIES, MONITORING AND INVESTIGATIONS

The Main San Gabriel Groundwater Basin is very complex, covering 167 square miles and holding about 2.8 trillion gallons of water. Water enters the Basin from countless natural and man-made locations, and is extracted from over 200 wells operated by dozens of independent Producers. Watermaster conducts special studies to identify projected water demands and to increase understanding of the Basin, so that it can be managed in a way that preserves and improves its water supply and quality.

LANDFILL INSPECTIONS

Watermaster continues conducting on-site inspections of area landfills to ensure they are operated in a way that does not allow contaminants to seep into the groundwater.

IDENTIFY AND REDUCE POTENTIAL SOURCES OF CONTAMINATION

COOPERATE WITH THE REGIONAL WATER QUALITY CONTROL BOARD

Since 1993, Watermaster has obtained information from the Regional Water Quality Control Board (RWQCB) about sources of VOC contamination in the Basin that is collected as part of the RWQCB investigations of potential contaminated sites. The information includes a description of all potential sources of contamination investigated by the RWQCB, including:

- maps showing the location of all investigation sites;
- available cause-and-effect relationships between pollution sources and contaminated wells; and
- plans and tentative schedules to abate the source of pollution and to clean up the soil and water.

This information is used in Watermaster's Section 28 process to help evaluate changes in pumping practices in relation to known contamination sources.

Watermaster has reviewed a large amount of information gathered in RWQCB files and entered it into a database. Currently the information is being used to identify locations with shallow levels of MTBE contamination to determine if the contamination could spread into drinking water wells. Watermaster was able to identify potentially vulnerable wells, notify affected purveyors, and develop preventive measures.

AQUIFER PERFORMANCE TESTS

Watermaster has developed a groundwater flow model for the entire Basin that assists in evaluating the potential impacts of changes in groundwater production.

Although Watermaster completed its three-year Aquifer Performance Test investigation, additional tests will be conducted as required for Section 28 applications or for other needs. The tests provide information on the characteristics of the aquifer, such as **transmissivity, hydraulic conductivity, and coefficient of storage**. The information gathered on aquifer characteristics will support cleanup activities, including groundwater model development and calibration. (See Appendix D.)

DIRECTORY TO APPENDICES

The Following Appendices Are Found in This Section:

- A. Projected Groundwater Demands from 2004-05 to 2008-09
- B. Simulated Changes in Groundwater Elevations at Wells or Wellfields in Main San Gabriel Basin
- C. Highlights of Volatile Organic Compounds and Nitrate Concentrations and Wells Vulnerable to Contamination
- D. Potential Sites for Aquifer Performance Tests
- E. Schedule and Preliminary Budget for 2004-05 Five-Year Plan

APPENDIX F
EMERGENCY RESPONSE PLAN

CITY OF EL MONTE WATER DEPARTMENT



WATER SYSTEM EMERGENCY RESPONSE PLAN

MAY 2005

Prepared By:

The City of El Monte Water Department
3527 Santa Anita Avenue
El Monte, California 91731-2426

WATER SYSTEM EMERGENCY RESPONSE PLAN

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SECTION I

EMERGENCY RESPONSE PLAN

SCOPE

This Plan shall provide a guideline for the City of El Monte Water Department in response to any water system emergency requiring partial or complete implementation of the City of El Monte Emergency Response Plan.

OBJECTIVE

The objective of the Plan is to effectively utilize all suitable and available resources both public and private in a centrally-controlled and coordinated response to a water system emergency.

FUNCTIONS

A. General

1. The Water Systems Supervisor, or his Designee, will report to the Emergency Operations Center (EOC) in the event of an emergency. If the emergency is wide spread, City Hall will be the EOC. When an emergency only affects the Public Works Department, the Public Works Maintenance Division will function as the EOC.
2. The structural soundness of the EOC shall be determined and requirements for portable or standby generators shall be determined. The Building Maintenance Supervisor or Chief Building Official shall be responsible for maintaining structural integrity of the EOC Building and serviceability of portable or standby generators.
3. Vehicles, labor, equipment, and materials will be dispatched from the EOC. A log of distressed areas will be kept. Radio communication will be maintained between the EOC and all field units. Field personnel will be contacted via cellular phone or the department in-house two-way communication system.

Should it be determined, based on inspection of distressed areas, that outside assistance is needed, contacts will be established with other government agencies and private contractors for assistance. Lists of outside contacts with addresses, telephone numbers, and available assistance are part of this Plan.

B. Specific

1. City water crews will proceed immediately with equipment to troubled areas and evaluate the condition of water facilities.
2. Water system personnel will immediately shut down any damaged facilities and proceed to avoid flooding and to restore water service.
3. If required, emergency water connections will be utilized. A list of these connections with agency name, contact and telephone number are a part of this Plan.
4. All requests for assistance from outside sources will come from the EOC. The Water Systems Supervisor will evaluate the situation and the Public Works Maintenance Division Supervisors will dispatch available labor, equipment and materials as needed.

OPERATIONAL CONCEPTS

A. General

1. The goal of the Water System Emergency Response Plan is to utilize all available resources to restore service quickly and safely in the event of any emergency.
2. Emergency operations of the City of El Monte Water Department personnel will be governed by warning time, severity of the emergency, and the priority of need as determined by the Water Systems Supervisor or his designee.

B. Specific

1. ***Mutual Aid***
 - a. Once local resources have been exhausted, requests for mutual aid will be made through the Operational Area Coordinator, as outlined in plans developed pursuant to the California Disaster and Civil Defense Master Mutual Aid Agreements.
 - b. A current list of outside contractors will be maintained for contact for outside services as well as local contractors and material suppliers which may be of service.

2. ***Natural Disasters***

In the event of a fire, earthquake, flood, storm, or other natural disaster which interrupts the service of water supply, water system personnel and resources will be available either at the Public Works Maintenance Division or by the emergency call list to take the necessary steps to restore service.

3. ***Major Accidents***

In the event of an industrial, transportation, or other major accident which interrupts the service of water supply, water system personnel and resources will be available at the Public Works Maintenance Division or by an Emergency Call-Out List provided by the Water Department.

ORGANIZATION

A. The water system personnel will be supported by the following:

- Public Works Maintenance Division
- Local Suppliers
- General Contractor Firms
- Civil Engineers and Associates
- State and Federal Agencies
- Local Law Enforcement
- Local Fire Service

SECTION II

CHAIN OF COMMAND

The following water system personnel are responsible for implementing and enforcing the Water System Emergency Response Plan.

1. Bryan Hellein - Water Systems Supervisor
Work Phone 626/580-2250
Cellular Phone 626/926-6769
Home Phone 909/946-1680

2. Joe Espinosa, Carlos Lopez, Ken Ballinger - Supervisors
Work Number 626/580-2250
After Hours (PD) 626/580-2100

3. Victor Jimenez – Senior Water Systems Operator
Cellular Phone 626/926-5754
Home Phone 626/974-7967

4. Tim Ritter - Water Systems Operator
Cellular Phone 909/815-9637
Home Phone 909/596-7070

5. Tony Rosario – Water Systems Operator
Cellular Phone 909/913-0142
Home Phone 909/425-0341

6. Ed Sanchez – Water Systems Operator
Cellular Phone 626/488-9231
Home Phone 626/969-8832

7. Lewis Rudnick – Water Meter Reader/Repairer
Cellular Phone 909/238-1166
Home Phone 909/596-5842

8. Water Systems Standby
24-Hour Pager 626/301-4305
Cell Phone 626/705-4219

SECTION III

WATER SYSTEM RESOURCES

The City of El Monte Water System provides service to approximately 1,222 acres located in the central part of the City. The City currently serves approximately 3,353 domestic service connections and 103 fire-connection services within the City service area.

The entire system is a single pressure zone that is fed by groundwater production wells. Water from these wells is pumped directly into the system against the head of an elevated tank located in the northwest portion of the system. Water storage is provided by a one-million gallon reservoir. Three horizontal booster pumps supply water from the reservoir by pumping against the head of the elevated tank. Table 3-1 is a summary of the water system supply sources, storage and pump station.

TABLE 3-1

SOURCES OF SUPPLY

<u>WELLS</u>	
Well No.	Production Rate
2A	1,000 gpm
3	1,300 gpm (standby)
4	1,300 gpm
10	1,500 gpm
12	2,200 gpm
13	3,000 gpm
<u>STORAGE</u>	
<ul style="list-style-type: none"> ● 200,000 Gallon Steel Elevated Tank ● 1,000,000 Gallon Steel Reservoir 	
<u>PUMP STATION</u> [Located at 4000 Arden Drive (1,000,000 gallon reservoir)]	
Description	Capacity
Booster No. 1	865 gpm
Booster No. 2	936 gpm
Booster No. 3	865 gpm

OTHER RESOURCES

The following Table is a list of Public Works Maintenance Division vehicles and equipment that are available to the Water Department

TABLE 3-2

EQUIPMENT

VEH. #	VEHICLE MAKE & MODEL	VIN NO.	LICENSE	ACCT. NO.
PW-1	1978 Ford F-250 Flat Bed	F27HRBG0190	E-707841	461-010.00
PW-2	1986 Ford F-250	1FTEF25N1GPB14790	E-005837	461-010.00
PW-3	1997 Chevy 1500 Pickup Truck	1GCEC19M6VE164744	E-992378	461-010.00
PW-4	1978 Ford F-250 Flat Bed	F27HRBG0192	E-708208	461-010.00
PW-5	1972 Ford F-600 Dump Truck	F60DRN07422	E-592411	461-010.00
PW-6	1982 Ford F-250	1FDHF27Z4CRA18563	E-775569	461-010.00
PW-7	1977 Ford F-350 Stake Bed	F37HRY63578	E-696839	461-010.00
PW-8	Eager Beaver Chipper	Ser# 287-EC338	E-796173	461-010.00
PW-9	1972 Ford F-600 Dump Truck	F60DRN07423	E-592412	461-010.00
PW-10	1999 GMC 1500 Pickup Truck	2GTEC19T2X1548533	1042237	131-043.00
PW-11	1983 John Deere 544 Loader	Ser# 404931	E-782592	461-010.00
PW-12	1986 John Deere 210C-Loader	Ser# T0210CC727174	E-066905	461-010.00
PW-13	1987 Ford Utility Truck	1FDHF37L4HKA46543	E-076157	131-043.00
PW-15	1983 Ford L.N.-8000 Tanker	1FDYR80U8CVA08487	E-441652	461-010.00
PW-16	Hyster Fork Lift 13,500 lb.	Ser# D006006447F	N/A	461-010.00
PW-18	1978 Ford F-250 Welder	F27HRBG0188	E-708058	461-010.00
PW-19	1973 Ford F-600 Asphalt	F60DVS81432	E-628280	461-010.00
PW-20	Case – Model 540-9D03	Ser# 174776	N/A	461-010.00
PW-22	2004 Ford F450	1FDXX46P94EB03461		270-043.00
PW-25	1984 John Deere – 410B	T0410BA712974	SE-184714	270-043.00
PW-27	1988 Ford F-600 Diesel	1FDNK64P7JVA01446	E-108258	461-010.00
PW-28	1978 F-250 Flat Bed	F27HRBG0187	E-708255	461-010.00
PW-29	2000 F-450 Aerial Lift	1FDXF46F9YEE39580	1067499	461-010.00
PW-30	1997 Chevy 1500 Pickup Truck	1GCEC19R4VE261484	E-992406	461-010.00
PW-31	1987 F-150 Lariat	1FTEX15N5HKA31305	E-488327	131-043.00
PW-32	1996 Chevy 1500 Pickup - HazMat	1GCEC19M2TE264370	E-046150	3110-043.00
PW-33	1973 Ford Tractor 4500	Ser#C344298	E-488437	461-010.00
PW-34	2000 GMC 2500 Crew CAB	1GTGC23R9YF404967/	1042330	270-043.00
PW-35	1980 Mobile Sweeper	Ser#820321024	E-745641	461-010.00
PW-36	2000 GMC 1500 Long Bed	1GTEC19T1YE151542/	1042304	270-043.00
PW-41	1994 Steam/Hydro Cleaner	1ZCT13018SW270247	N/A	461-010.00
PW-42	Canoga 1/4 Yd. Cement Mixer	Ser#0017	SE-184715	461-010.00
PW-43	1995 Ford F-350/Water	1FDJX35G3SKB25293	E-013914	270-043.00
PW-44	1995 Ford F-350/Water	1FDJX35G5SKB25294	E-013915	270-043.00
PW-45	2000 Ford F-450 Water/Diesel	1FDXF46F1YEC90355	108112	270-043.00
PW-47	30kw Generator (Military)	1HZD14106D1005345		461-010.00
PW-48	1985 Ford F-150 Pickup	1FTEF15Y8FPB00324	E-477874	142-043.00
PW-49	1985 Ford F-250 Flatbed	1FDHF2718FPA25297	E-461445	461-010.00
PW-50	1980 Ferguson Roller	Ser#2625	E-758075	461-010.00

TABLE 3-2 (Cont.)

EQUIPMENT

VEH. #	VEHICLE MAKE & MODEL	VIN NO.	LICENSE	ACCT. NO.
PW-51	1999 Ingersoll Rand Air Compressor	306701UKJ221	P185WJD	270-043.00
PW-52	1999 Ingersoll Rand Light Plant	3068580KJ819	LB4MH	270-043.00
PW-54	1983 Ford F-350 (Electrician) Aerial	1FDHF37L9DRA06055	E-782582	461-010.00
PW-55	1985 Ingersoll Rand Compressor	Ser#150050U85179	E-321106	461-010.00
PW-56	2004 Ford F-150	2FDPF17M14CA42361	1190895	142-043.00
PW-60	1982 Ford L.N.-8000 Jet Vactor	1FDYR80U0CVA36252	E-782566	151-045.00
PW-61	1990 Utility Trailer (Generator) Water	1UYVS128XLC311786	1095668	270-043.00
PW-62	1982 Ford F-250 Utility	1FDHF27Z0CRA18561	E-775570	461-010.00
PW-66	1989 Ford F-700 Crane	1FDPK74P1KVA18761	E-331690	461-010.00
PW-67	Tennant 5400 Scrubber	Ser#540000001982FU	N/A	131-043.00
PW-68	Tennant 8210 Sweeper	Ser#8210HAXPRO120082101325		145-010.00
PW-69	1989 Ford F-700 Aerial Diesel	1FDXK74A8KVA20843	E-209676	461-010.00
PW-70	2002 Ford F450 Water/Diesel	1FDXX46F72EB58530	1129000	270-043.00
PW-71	200 kw Yard Gen. Model 200DSEJ	Ser# 0725330	N/A	131-043.00
PW-72	1985 Ford F-250 Diesel	1FDHF2716FPB04337	E-475211	461-010.00
PW-73	1985 Ford F-250 Diesel	1FDHF2718FPB23326	E-475804	461-010.00
PW-74	Jaeger Pump 6"	Ser#207315	E-570173	461-010.00
PW-75	1350 KW Emergency Generator	Ser# 0765477	N/A	131-043.00
PW-76	1969 Ford F-600 Aerial	F61CRE26234	E-543904	461-010.00
PW-77	1989 Ford F-600	1FDNK64P7KVA60613	E-284723	461-010.00
PW-78	Altec Tree Chipper	4HAEB1D03WC000043	SE 517406	461-010.00
PW-79	Altec Tree Chipper	4HAEB1D05WC000044	SE 517407	461-010.00
PW-81	Vermeer Stump Grinder	Ser#2436-113		461-010.00
PW-82	1988 Peterbilt 10-Ton Dump	1XPZHA8X2JD703194	E-087936	461-010.00
PW-88	SDMO Emergency Generator	AVP85114-026	N/A	270-043.00
PW-89	1980 Ford Front Loader	D80UVJA7604	E-756855	461-010.00
PW-90	1991 Ford F-600 Diesel	1FDNK62P3MVA26898	E-347982	461-010.00
PW-91	1981 Ford F-350 - Van	1FTH536Z3BHA98563	E-769874	461-010.00
PW-92	1981 Ford F-350 Aerial	1FDKF37G9BRA41765	E-775464	461-010.00
PW-93	1982 Ford L.N.T.-8000 Dump	1FDYW80U4CVA09564	E-775484	461-010.00
PW-94	1986 Ford L.N.T.-8000 Dump	1FDYW80U5GVA56138	E-063365	461-010.00
PW-98	2002 Model S85T- Arrow Board	Ser# MMC85T112		270-043.00
PW-99	2003 Model S85T- Arrow Board	Ser# MMC85T114		270-043.00
PW-100	1992 Ziegan Trailer (Bob Cat)	1ZCE26E20NZP16791	E-915778	461-010.00
PW-101	2000 Two-Axle Trailer (for Sweeper)	5DYDU1721YC600047		461-010.00
PW-102	Hydro Steam Cleaner	4ZBSU11084F004620		461-010.00
PW-103	Cement Saw Trailer	Special Construction	N/A	461-010.00
PW-104	Car Dollie	#123654PW	N/A	461-010.00

EMERGENCY RESOURCES

The City of El Monte Water Department has interconnections with San Gabriel Valley Water Company, California-American Water Company and Southern California Water Company which may be utilized in the event of an emergency. The contact person and their phone number for each emergency connection is listed in Section IV - Communication Network. The City maintains a 600 kw portable generator located at the Public Works Maintenance Division Facility.

Well #2A - 10901 Iris Lane

Pump Size	100 HP, 460V
Breaker Size	400 Amps, 440V
Generator Requirements	200 kW
Cable Requirements	4 x 100' 4/0 Type W Cam Lok Cable

Well #4 - 3161 Tyler Avenue

Pump Size	100 HP, 460V
Breaker Size	400 Amps
Generator Requirements	200 kW
Cable Requirements	4 x 100' 4/0 Type W Cam Lok Cable

Well #10 - 11333 Valley Boulevard

Pump Size	175 HP
Breaker Size	600 Amps, 460 V
Generator Requirements	350 kW, 460V
Cable Requirements	4 X 100' 4/0 Type W Cam Lok Cable

Well #12 - 3527 Santa Anita Avenue

Pump Size	200 HP
Breaker Size	600 Amps, 460 V
Generator Requirements	350 kW, 460V
Cable Requirements	7 X 100' 4/0 Type W Cam Lok Cable

Well #13 - 3615 Santa Anita Avenue

Pump Size	300 HP
Breaker Size	800 Amps, 460 V
Generator Requirements	600 kW, 460V
Cable Requirements	7 X 100' 4/0 Type W Cam Lok Cable

Booster Station - 4000 North Arden

Pump Size	3 horizontal pumps at 40 HP
Breaker Size	400 Amps, 460 V
Generator Requirements	300 kW
Cable Requirements	4 X 100' 4/0 Type W Cam Lok Cable

SECTION IV

COMMUNICATION NETWORK

EMERGENCY OPERATIONS CENTER (EOC)

In the event of an emergency that affects more than the water system, the EOC will be located at City Hall. For an emergency that only affects the water system, the EOC will be located at the Public Works Maintenance Yard. For a water system emergency, the person listed in the chain of command in Section II is responsible for establishing the EOC and implementing the Emergency Plan by dispatching the necessary resources and crews.

EMERGENCY WATER CONNECTIONS

In the event of an emergency, appropriate company personnel with which we have emergency interconnections, will be notified and the appropriate actions coordinated.

CALIFORNIA AMERICAN WATER COMPANY

Contact: Dax Hoss
Production Superintendent
Phone: 626/286-7414
Pager: 626/858-2973

SOUTHERN CALIFORNIA WATER COMPANY

Contact: Steven W. Garten
Phone: 909/394-1387
Pager: 909/448-3230

SAN GABRIEL VALLEY WATER COMPANY

Contact: Dispatcher
Phone: 626/448-6183

EMERGENCY SUPPLIERS

WESTERN WATER WORKS SUPPLY COMPANY

5671 Gates Street
Chino, CA 91710-7603
909/597-7000
800/834-2666
626/301-4387 (24-Hour Paging Service)

Emergency Chlorine

MATT CHLOR, INC.
4107 North Arden
El Monte, CA 91731
Contact: James Woodward
626/357-2374

Emergency Electrical

DAVID FARLEY, ELECTRICIAN AND CO.
1739 Potrero Street
South El Monte, CA 91733
Contact: David Farley
Cell: 626/255-9771
Pager: 626/301-4310
Home: 714/894-1795

COORDINATION WITH GOVERNMENTAL AGENCIES

STATE OF CALIFORNIA DEPARTMENT OF HEALTH SERVICES

Drinking Water Field Operations Branch
1449 West Temple Street, Room 202
Los Angeles, CA 90026
Sutida Bergquist
213/580-3126 – Business

COUNTY OF LOS ANGELES

Department of Public Works
900 South Fremont Avenue
Alhambra, CA 91803-1331
Public Works Mutual Aid Agreement Coordinator
Steve Dunn
626/458-7313

CITY OF EL MONTE

- A. Water Systems Supervisor – Bryan P. Hellein
Work: 626/580-2250
Cell: 626/926-6769
Home: 909/946-1680
- B. Emergency Services Coordinator
Lt. Robert Elkin
626/580-2179
626/807-0430 - Cellular Phone
- C. Police Watch Commander
626/580-2109 - 24-Hours
- D. Los Angeles County Fire Department
911 - 24-Hours

AREA HOSPITALS

- A. Greater El Monte Community Hospital
626/579-7777 - Operator
- B. Methodist Hospital of Arcadia
626/445-4441 - Operator
626/574-3456 – Emergency Room

PUBLIC NOTIFICATION

In the event of a water system emergency, the public will be notified by various public communication venues (television, radio and newspaper) of the following conditions:

- ◆ Emergency Supply Sources
- ◆ Necessary Water Disinfection and Health Protection Measures
- ◆ Water Conservation Measures
- ◆ Status of Supply, Repair, Restoration of Service, etc.

Television - Channel 20 (Local Cable)
Radio - Local News Channels
Newspaper - San Gabriel Valley Tribune
Mid Valley News

SECTION V

EMERGENCY PROCEDURES

In the event of an emergency that adversely impacts the distribution of water, the following plan of action will be followed. It should be assumed that 50% of the water system personnel and equipment are available to carry out the emergency procedures. The plan of action consists of:

- A. Determine the location and extent of damage to the water distribution system and related facilities.
- B. Analyze the logistics of emergency supply activation and perform water system repairs.
 - 1. Activation of emergency supply connections:
 - a. San Gabriel Valley Water Company
 - b. California-American Water Company
 - c. Southern California Water Company
 - 2. Activation of emergency use of alternate sources. See Section VI for criteria.
 - 3. Mobilizing the necessary equipment and materials to repair the water system.
- C. Repair and restore the service of potable water to all customers.
- D. Monitor progress of repairs and restoration to the water distribution system.
- E. Communicate with water customers and health officials regarding the status of water supply. If necessary, issue Unsafe Water Notification and/or Boil Water Order.
- F. Prepare and submit proper documentation of all damage(s) and repair(s) to water system.

SECTION VI

CRITERIA FOR EMERGENCY USE OF ALTERNATE SOURCES

An emergency may cause a water supply emergency and an immediate threat to the public's health and/or safety. Should this type of emergency occur, the California Department of Health Services Office of Drinking Water may authorize the use of alternate sources of supply in order to restore and maintain minimum system pressure requirements. The following criteria shall be met for authorization of use of alternative sources:

- A. A contingency plan for the use of unapproved alternate sources under specified emergency situations will be available for review and approval by the appropriate health agency. During an emergency situation, verbal or written approval from the appropriate health agency must be received prior to activation of unapproved alternate sources.
- B. Use of alternate sources that do not meet primary drinking water standards must be accompanied with issuance of a Boil Water Order or Unsafe Water Notification (form included at the end of this section). These documents alert users of water quality problems and prescribe the necessary remedial actions. Methods of issuing a Boil Water Order or Unsafe Water Notification include, but are not limited to:
 - 1. Electronic transmission and broadcasts on the air by local television and/or radio stations (see Section IV, Communication Network, Public Notification).
 - 2. Loud speaker announcement in local area(s).
 - 3. Posting at readily visible public locations: Building entrances, commercial establishments, telephone poles, schools, etc.
 - 4. Hand-delivered, door-to-door distribution.
 - 5. Mailing of follow-up notice to confirm emergency, if appropriate.
- C. The use of alternate sources must conform to the following priorities to ensure the lowest level of health hazard to the public:
 - 1. Sources exceeding secondary (aesthetic) drinking water standards. Examples: iron, manganese, TDS.

2. Sources exceeding primary (health related) standards that only pose long term or chronic threats to health. Examples: Above MCL but less than five times MCL of TCE, PCE, etc.
 3. Sources exceeding primary standards that post long term or chronic health threats with greater than five times MCL to ten times MCL.
 4. Sources exceeding primary standards that pose a short term or acute risk will not be allowed without Office of Drinking Water approval and the issuance of an Unsafe Water Notification.
- D. The following remedial measures should be implemented in conjunction with the activation of alternate sources to alleviate the water supply emergency:
1. Water conservation and rationing;
 2. Emergency entities with adjoining systems; and
 3. Provision of temporary water treatment such as blending, disinfection, filtration, etc., of the alternate sources exceeding primary standards.
- E. The use of alternate sources which exceed drinking water standards must be terminated as soon as the immediate health and/or safety hazards are eliminated.
- F. In the event that the use of an alternate source presents a microbial risk, a Boil Water Order must be issued. If the use of an alternate source presents an acute risk (e.g., nitrate) to any portion of the population, an Unsafe Water Notification must be issued.

SECTION VII

SERVICE RESTORATION

Upon completion of all necessary repairs, testing and disinfection, the water distribution system will be put into normal operation. All required reports will be prepared and submitted to the appropriate agencies.

APPENDIX G
CITY OF EL MONTE
RESOLUTION NO. 7045

RESOLUTION NO. 7045

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF EL MONTE, CALIFORNIA,
ADOPTING A PROGRAM OF VOLUNTARY
WATER CONSERVATION TO REDUCE WATER
CONSUMPTION BY TEN PERCENT

WHEREAS, California is in the fourth consecutive year of below-normal precipitation; and

WHEREAS, during the drought of 1988 Southern California reduced demands an additional eight percent (8%) from what they would ordinarily have been; and

WHEREAS, the drought of 1990 appears to be more severe than the drought of 1988; and

WHEREAS, precipitation for the current water year has been substantially below normal, particularly in the watersheds of the imported water supplies serving Southern California, and many communities in the State will suffer water shortages; and

WHEREAS, the Metropolitan Water District of Southern California, in recognition of the critical water conditions existing in the State, is considering curtailment of agricultural water deliveries in 1990; and

WHEREAS, in recognition of the critical water conditions existing in the State, Metropolitan's Board of Directors approved a Resolution on the California Drought on April 17, 1990; and

WHEREAS, the Metropolitan's Board of Directors has urged all cities, counties and other local entities to adopt conservation ordinances to mitigate the effects of the continuing drought; and

WHEREAS, the Resolution requests every City in California-American's service area alert its citizens to the necessity and means of saving water and to carefully monitor water uses to prevent waste; and

WHEREAS, the Resolution further requests every City in California-American's service area to develop and implement specific water conservation measures with a goal of reducing water use by ten percent (10%); and

WHEREAS, the City of El Monte is a customer in California-American's service area; and

WHEREAS, the City of El Monte has the power and authority to adopt water conservation measures within its boundaries.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EL MONTE, CALIFORNIA, DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

SECTION 1. The City of El Monte is authorized to implement a voluntary drought conservation program, with a goal of reducing water use by ten percent (10%), to reduce the risk and severity of water shortages should the drought continue in 1991.

SECTION 2. The City of El Monte will:

- a. Audit its landscape irrigation systems to maximize irrigation efficiency; adjust sprinklers and irrigation systems to avoid overspray, runoff and waste;
- b. Not irrigate its landscape during the hot hours of the day and/or during the morning and evening peak hours, and avoid watering on windy days;
- c. Shut off decorative fountains unless a water recycling system is used;
- d. Not hose down driveways, sidewalks and other paved surfaces, except for health or sanitary reasons;
- e. Retrofit plumbing fixtures with low-flow devices except for those fixtures that require high-flow fixtures for health and/or sanitary reasons;
- f. Check faucets, toilets, and pipes, both indoor and outdoor, for leaks and repair them immediately.

SECTION 3. The City of El Monte urges its citizens to:

- a. Adjust sprinklers and irrigation systems to avoid over spray, runoff, and waste;

- b. Avoid watering in the hot part of the day and/or during morning and evening peak hours, and avoid watering on windy days;
- c. Install new landscaping, low-water-using trees and plants and efficient irrigation systems;
- d. Shut off decorative fountains unless a water recycling system is used;
- e. Not hose down driveways, sidewalks and other paved surfaces, except for health or sanitary reasons;
- f. Install pool and spa covers to minimize water loss due to evaporation;
- g. Not allow the hose to run while washing the car, and to use a bucket or a hose with an automatic cutoff valve;
- h. Retrofit indoor plumbing fixtures with low flow devices;
- i. Check faucets, toilets, and pipes, both indoor and outdoor for leaks and repair immediately.

SECTION 4. The City of El Monte finds that a phased program beginning with voluntary measures to reduce consumption will best achieve the goal of conserving the water supply without causing unnecessary adverse economic consequences.

SECTION 5. The City of El Monte further finds that if voluntary measures do not achieve the goal of a ten percent (10%) reduction in water use, or if a drought condition is declared by the State of California, the City of El Monte will consider the adoption of a mandatory water conservation program. The staff and legal counsel are directed to prepare such a program for the City of El Monte for consideration.

SECTION 6. This Resolution shall take effect upon adoption. The City Clerk shall certify to the adoption of this Resolution.

Passed, approved and adopted this 22nd day of May, 1990.

Don McMillen
Mayor of the City of El Monte

ATTEST:

Kathleen Kaplan
City Clerk of the City of El Monte

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF EL MONTE)

I, KATHLEEN KAPLAN, City Clerk of the City of El Monte, hereby certify that the foregoing Resolution No. 7045 was passed and adopted by the City Council of the City of El Monte, signed by the Mayor and attested to by the City Clerk at a regular meeting of said Council held on the 22nd day of May, 1990, and that said Resolution was adopted by the following vote, to-wit:

AYES: Mayor McMillen, Councilmembers Morgan, Thurston and Wallach

NOES: None

ABSENT: Councilman Crippen

Kathleen Kaplan
City Clerk of the City of El Monte

APPENDIX H
RATE SCHEDULE

CITY OF EL MONTE
Water Department Fees

METER SIZE	2008-2009 MONTHLY SERVICE CHARGE eff. 8/19/08	DOMESTIC SERVICE			FIRE SERVICE	
		2007-2008 MONTHLY SERVICE CHARGE eff. 7/3/07	2005-2006 MONTHLY SERVICE CHARGE eff. 11/8/05	2002 MONTHLY SERVICE CHARGE eff. 4/19/02	1999 MONTHLY SERVICE CHARGE eff. 12/14/98	
1st 75 units	.1567	.1517	.1449			
over 75 units	.2384	.2307	.2203			
5/8"	13.33	12.90	12.32			
1"	28.91	27.98	26.72			
1.5"	57.81	55.96	53.45			
2"	92.64	89.68	85.65	37.06	34.35	
3"	173.39	167.85	160.32	69.43	64.35	
4"	289.00	279.76	267.20	115.72	107.25	
6"	577.98	559.51	534.39	220.66	204.50	
8"	924.75	895.20	855.02	370.31	343.20	
10"	1329.34	1286.87	1229.10	534.11	495.00	

APPENDIX I
UWMP CHECKLIST

**Table I-2
Urban Water Management Plan Checklist, organized by Subject**

No.	UWMP Requirement ^[1]	Calif. Water Code Reference	Additional Clarification	UWMP Location
PLAN PREPARATION				
4	Coordinate the preparation of its plan with other appropriate agencies in the area, including other water suppliers that share a common source, water management agencies, and relevant public agencies, to the extent practicable.	10620(d)(2)		Section
6	Notify, at least 60 days prior to the public hearing on the plan required by Section 10642, any city or county within which the supplier provides water that the urban water supplier will be reviewing the plan and considering amendments or changes to the plan. Any city or county receiving the notice may be consulted and provide comments.	10621(b)		Section
7	Provide supporting documentation that the UWMP or any amendments to, or changes in, have been adopted as described in Section 10640 et seq.	10621(c)		Section
54	Provide supporting documentation that the urban water management plan has been or will be provided to any city or county within which it provides water, no later than 60 days after the submission of this urban water management plan.	10635(b)		Section
55	Provide supporting documentation that the water supplier has encouraged active involvement of diverse social, cultural, and economic elements of the population within the service area prior to and during the preparation of the plan.	10642		Section
56	Provide supporting documentation that the urban water supplier made the plan available for public inspection and held a public hearing about the plan. For public agencies, the hearing notice is to be provided pursuant to Section 6066 of the Government Code. The water supplier is to provide the time and place of the hearing to any city or county within which the supplier provides water. Privately-owned water suppliers shall provide an equivalent notice within its service area.	10642		Section
57	Provide supporting documentation that the plan has been adopted as prepared or modified.	10642		Section
58	Provide supporting documentation as to how the water supplier plans to implement its plan.	10643		Section
59	Provide supporting documentation that, in addition to submittal to DWR, the urban water supplier has submitted this UWMP to the California State Library and any city or county within which the supplier provides water supplies a copy of its plan no later than 30 days after adoption. This also includes amendments or changes.	10644(a)		Section
60	Provide supporting documentation that, not later than 30 days after filing a copy of its plan with the department, the urban water supplier has or will make the plan available for public review during normal business hours.	10645		Section

**Table I-2
Urban Water Management Plan Checklist, organized by Subject**

No.	UWMP Requirement ^[1]	Calif. Water Code Reference	Additional Clarification	UWMP Location
SYSTEM DESCRIPTION				
8	Describe the water supplier service area.	10631(a)		Section
9	Describe the climate and other demographic factors of the service area of the supplier.	10631(a)		Section
10	Indicate the current population of the service area.	10631(a)	Provide the most recent population data possible. Use the method described in "Baseline Daily Per Capita Water Use." See Section M.	Section
11	Provide population projections for 2015, 2020, 2025, and 2030, based on data from State, regional, or local service area population projections.	10631(a)	2035 and 2040 can also be provided to support consistency with Water Supply Assessments and Written Verification of Water Supply documents.	Section
12	Describe other demographic factors affecting the supplier's water management planning.	10631(a)		Section
SYSTEM DEMANDS				
1	Provide baseline daily per capita water use, urban water use target, interim urban water use target, and compliance daily per capita water use, along with the bases for determining those estimates, including references to supporting data.	10608.20(e)		Section
2	Wholesalers: Include an assessment of present and proposed future measures, programs, and policies to help achieve the water use reductions. Retailers: Conduct at least one public hearing that includes general discussion of the urban retail water supplier's implementation plan for complying with the Water Conservation Bill of 2009.	10608.36 10608.26(a)	Retailers and wholesalers have slightly different requirements.	Section
3	Report progress in meeting urban water use targets using the standardized form.	10608.40		Section
25	Quantify past, current, and projected water use, identifying the uses among water use sectors, for the following: (A) single-family residential, (B) multifamily, (C) commercial, (D) industrial, (E) institutional and governmental, (F) landscape, (G) sales to other agencies, (H) saline water intrusion barriers, groundwater recharge, conjunctive use, and (I) agriculture.	10631(e)(1)	Consider 'past' to be 2005, present to be 2010, and projected to be 2015, 2020, 2025, and 2030. Provide numbers for each category for each of these years.	Section
33	Provide documentation that either the retail agency provided the wholesale agency with water use projections for at least 20 years, if the UWMP agency is a retail agency, OR, if a wholesale agency, it provided its urban retail customers with future planned and existing water source available to it from the wholesale agency during the required water-year types.	10631(k)	Average year, single dry year, multiple dry years for 2015, 2020, 2025, and 2030.	Section
34	Include projected water use for single-family and multifamily residential housing needed for lower income households, as identified in the housing element of any city, county, or city and county in the service area of the supplier.	10631.1(a)		Section

**Table I-2
Urban Water Management Plan Checklist, organized by Subject**

No.	UWMP Requirement ^[1]	Calif. Water Code Reference	Additional Clarification	UWMP Location
SYSTEM SUPPLIES				
13	Identify and quantify the existing and planned sources of water available for 2015, 2020, 2025, and 2030.	10631(b)	The 'existing' water sources should be for the same year as the "current population" in line 10. 2035 and 2040 can also be provided.	Section
14	Indicate whether groundwater is an existing or planned source of water available to the supplier. If yes, then complete 15 through 21 of the UWMP Checklist. If no, then indicate "not applicable" in lines 15 through 21 under the UWMP location column.	10631(b)	Source classifications are: surface water, groundwater, recycled water, storm water, desalinated sea water, desalinated brackish groundwater, and other.	Section
15	Indicate whether a groundwater management plan been adopted by the water supplier or if there is any other specific authorization for groundwater management. Include a copy of the plan or authorization.	10631(b)(1)		Section
16	Describe the groundwater basin.	10631(b)(2)		Section
17	Indicate whether the groundwater basin is adjudicated? Include a copy of the court order or decree.	10631(b)(2)		Section
18	Describe the amount of groundwater the urban water supplier has the legal right to pump under the order or decree. If the basin is not adjudicated, indicate "not applicable" in the UWMP location column.	10631(b)(2)		Section
19	For groundwater basins that are not adjudicated, provide information as to whether DWR has identified the basin or basins as overdrafted or has projected that the basin will become overdrafted if present management conditions continue, in the most current official departmental bulletin that characterizes the condition of the groundwater basin, and a detailed description of the efforts being undertaken by the urban water supplier to eliminate the long-term overdraft condition. If the basin is adjudicated, indicate "not applicable" in the UWMP location column.	10631(b)(2)		Section
20	Provide a detailed description and analysis of the location, amount, and sufficiency of groundwater pumped by the urban water supplier for the past five years.	10631(b)(3)		Section
21	Provide a detailed description and analysis of the amount and location of groundwater that is projected to be pumped.	10631(b)(4)	Provide projections for 2015, 2020, 2025, and 2030.	Section
24	Describe the opportunities for exchanges or transfers of water on a short-term or long-term basis.	10631(d)		Section

**Table I-2
Urban Water Management Plan Checklist, organized by Subject**

No.	UWMP Requirement ^[1]	Calif. Water Code Reference	Additional Clarification	UWMP Location
30	Include a detailed description of all water supply projects and programs that may be undertaken by the water supplier to address water supply reliability in average, single-dry, and multiple-dry years, excluding demand management programs addressed in (f)(1). Include specific projects, describe water supply impacts, and provide a timeline for each project.	10631(h)		Section
31	Describe desalinated water project opportunities for long-term supply, including, but not limited to, ocean water, brackish water, and groundwater.	10631(i)		Section
44	Provide information on recycled water and its potential for use as a water source in the service area of the urban water supplier. Coordinate with local water, wastewater, groundwater, and planning agencies that operate within the supplier's service area.	10633		Section
45	Describe the wastewater collection and treatment systems in the supplier's service area, including a quantification of the amount of wastewater collected and treated and the methods of wastewater disposal.	10633(a)		Section
46	Describe the quantity of treated wastewater that meets recycled water standards, is being discharged, and is otherwise available for use in a recycled water project.	10633(b)		Section
47	Describe the recycled water currently being used in the supplier's service area, including, but not limited to, the type, place, and quantity of use.	10633(c)		Section
48	Describe and quantify the potential uses of recycled water, including, but not limited to, agricultural irrigation, landscape irrigation, wildlife habitat enhancement, wetlands, industrial reuse, groundwater recharge, indirect potable reuse, and other appropriate uses, and a determination with regard to the technical and economic feasibility of serving those uses.	10633(d)		Section
49	The projected use of recycled water within the supplier's service area at the end of 5, 10, 15, and 20 years, and a description of the actual use of recycled water in comparison to uses previously projected.	10633(e)		Section
50	Describe the actions, including financial incentives, which may be taken to encourage the use of recycled water, and the projected results of these actions in terms of acre-feet of recycled water used per year.	10633(f)		Section
51	Provide a plan for optimizing the use of recycled water in the supplier's service area, including actions to facilitate the installation of dual distribution systems, to promote recirculating uses, to facilitate the increased use of treated wastewater that meets recycled water standards, and to overcome any obstacles to achieving that increased use.	10633(g)		Section

**Table I-2
Urban Water Management Plan Checklist, organized by Subject**

No.	UWMP Requirement ^[1]	Calif. Water Code Reference	Additional Clarification	UWMP Location
WATER SHORTAGE RELIABILITY AND WATER SHORTAGE CONTINGENCY PLANNING^[2]				
5	Describe water management tools and options to maximize resources and minimize the need to import water from other regions.	10620(f)		Section
22	Describe the reliability of the water supply and vulnerability to seasonal or climatic shortage and provide data for (A) an average water year, (B) a single dry water year, and (C) multiple dry water years.	10631(c)(1)		Section
23	For any water source that may not be available at a consistent level of use - given specific legal, environmental, water quality, or climatic factors - describe plans to supplement or replace that source with alternative sources or water demand management measures, to the extent practicable.	10631(c)(2)		Section
35	Provide an urban water shortage contingency analysis that specifies stages of action, including up to a 50-percent water supply reduction, and an outline of specific water supply conditions at each stage.	10632(a)		Section
36	Provide an estimate of the minimum water supply available during each of the next three water years based on the driest three-year historic sequence for the agency's water supply.	10632(b)		Section
37	Identify actions to be undertaken by the urban water supplier to prepare for, and implement during, a catastrophic interruption of water supplies including, but not limited to, a regional power outage, an earthquake, or other disaster.	10632(c)		Section
38	Identify additional, mandatory prohibitions against specific water use practices during water shortages, including, but not limited to, prohibiting the use of potable water for street cleaning.	10632(d)		Section
39	Specify consumption reduction methods in the most restrictive stages. Each urban water supplier may use any type of consumption reduction methods in its water shortage contingency analysis that would reduce water use, are appropriate for its area, and have the ability to achieve a water use reduction consistent with up to a 50 percent reduction in water supply.	10632(e)		Section
40	Indicated penalties or charges for excessive use, where applicable.	10632(f)		Section
41	Provide an analysis of the impacts of each of the actions and conditions described in subdivisions (a) to (f), inclusive, on the revenues and expenditures of the urban water supplier, and proposed measures to overcome those impacts, such as the development of reserves and rate adjustments.	10632(g)		Section
42	Provide a draft water shortage contingency resolution or ordinance.	10632(h)		Section
43	Indicate a mechanism for determining actual reductions in water use pursuant to the urban water shortage contingency analysis.	10632(i)		Section
52	Provide information, to the extent practicable, relating to the quality of existing sources of water available to the supplier over the same five-year increments, and the manner in which water quality affects water management strategies and supply reliability.	10634	For years 2010, 2015, 2020, 2025, and 2030	Section
53	Assess the water supply reliability during normal, dry, and multiple dry water years by comparing the total water supply sources available to the water supplier with the total projected water use over the next 20 years, in five-year increments, for a normal water year, a single dry water year, and multiple dry water years. Base the assessment on the information compiled under Section 10631, including available data from state, regional, or local agency population projections within the service area of the urban water supplier.	10635(a)		Section

**Table I-2
Urban Water Management Plan Checklist, organized by Subject**

No.	UWMP Requirement ^[1]	Calif. Water Code Reference	Additional Clarification	UWMP Location
DEMAND MANAGEMENT MEASURES				
26	Describe how each water demand management measures is being implemented or scheduled for implementation. Use the list provided.	10631(f)(1)	Discuss each DMM, even if it is not currently or planned for implementation. Provide any appropriate schedules.	Section
27	Describe the methods the supplier uses to evaluate the effectiveness of DMMs implemented or described in the UWMP.	10631(f)(3)		Section
28	Provide an estimate, if available, of existing conservation savings on water use within the supplier's service area, and the effect of the savings on the ability to further reduce demand.	10631(f)(4)		Section
29	Evaluate each water demand management measure that is not currently being implemented or scheduled for implementation. The evaluation should include economic and non-economic factors, cost-benefit analysis, available funding, and the water suppliers' legal authority to implement the work.	10631(g)	See 10631(g) for additional wording.	Section
32	Include the annual reports submitted to meet the Section 6.2 requirements, if a member of the CUWCC and signer of the December 10, 2008 MOU.	10631(j)	Signers of the MOU that submit the annual reports are deemed compliant with Items 28 and 29.	Section

^[1] The UWMP Requirement descriptions are general summaries of what is provided in the legislation. Urban water suppliers should review the exact legislative wording prior to submitting its UWMP.

^[2] The Subject classification is provided for clarification only. It is aligned with the organization presented in Part I of this guidebook. A water supplier is free to address the UWMP Requirement anywhere with its UWMP, but is urged to provide clarification to DWR to facilitate review.