

Rowland Water District 2015 Urban Water Management Plan APPENDICES



Prepared by



June 2016

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Appendix A - UWMP Checklist

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Checklist Arranged by Subject

CWC Section	UWMP Requirement	Subject	Guidebook Location	UWMP Location (Optional Column for Agency Use)
10620(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.	Plan Preparation	Section 2.1	10.3
10620(d)(2)	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.	Plan Preparation	Section 2.5.2	2.2
10642	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.	Plan Preparation	Section 2.5.2	2.2
10631(a)	Describe the water supplier service area.	System Description	Section 3.1	3.1
10631(a)	Describe the climate of the service area of the supplier.	System Description	Section 3.3	3.3
10631(a)	Provide population projections for 2020, 2025, 2030, and 2035.	System Description	Section 3.4	3.4
10631(a)	Describe other demographic factors affecting the supplier's water management planning.	System Description	Section 3.4	3.4
10631(a)	Indicate the current population of the service area.	System Description and Baselines and Targets	Sections 3.4 and 5.4	3.4 and 5.6
10631(e)(1)	Quantify past, current, and projected water use, identifying the uses among water use sectors.	System Water Use	Section 4.2	Chapter 4
10631(e)(3)(A)	Report the distribution system water loss for the most recent 12-month period available.	System Water Use	Section 4.3	4.6
10631.1(a)	Include projected water use needed for lower income housing projected in the service area of the supplier.	System Water Use	Section 4.5	4.8

CWC Section	UWMP Requirement	Subject	Guidebook Location	UWMP Location (Optional Column for Agency Use)
10608.20(b)	Retail suppliers shall adopt a 2020 water use target using one of four methods.	Baselines and Targets	Section 5.7 and App E	5.5
10608.20(e)	Retail suppliers shall 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.	Baselines and Targets	Chapter 5 and App E	Chapter 5 and Appendix C
10608.22	Retail suppliers' per capita daily water use reduction shall be no less than 5 percent of base daily per capita water use of the 5 year baseline. This does not apply if the suppliers base GPCD is at or below 100.	Baselines and Targets	Section 5.7.2	5.4, 5.5
10608.24(a)	Retail suppliers shall meet their interim target by December 31, 2015.	Baselines and Targets	Section 5.8 and App E	5.6
10608.24(d)(2)	If the retail supplier adjusts its compliance GPCD using weather normalization, economic adjustment, or extraordinary events, it shall provide the basis for, and data supporting the adjustment.	Baselines and Targets	Section 5.8.2	Not Applicable (5.6)
10608.36	Wholesale suppliers shall include an assessment of present and proposed future measures, programs, and policies to help their retail water suppliers achieve targeted water use reductions.	Baselines and Targets	Section 5.1	Not Applicable
10608.40	Retail suppliers shall report on their progress in meeting their water use targets. The data shall be reported using a standardized form.	Baselines and Targets	Section 5.8 and App E	5.6
10631(b)	Identify and quantify the existing and planned sources of water available for 2015, 2020, 2025, 2030, and 2035.	System Supplies	Chapter 6	Chapter 6 and 6.10
10631(b)	Indicate whether groundwater is an existing or planned source of water available to the supplier.	System Supplies	Section 6.2	6.3

CWC Section	UWMP Requirement	Subject	Guidebook Location	UWMP Location (Optional Column for Agency Use)
10631(b)(1)	Indicate whether a groundwater management plan has 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.	System Supplies	Section 6.2.2	6.3
10631(b)(2)	Describe the groundwater basin.	System Supplies	Section 6.2.1	6.3
10631(b)(2)	Indicate if the basin has been adjudicated and include a copy of the court order or decree and a description of the amount of water the supplier has the legal right to pump.	System Supplies	Section 6.2.2	6.3 and Appendices E, F, G, H
10631(b)(2)	For unadjudicated basins, indicate whether or not the department has identified the basin as overdrafted, or projected to become overdrafted. Describe efforts by the supplier to eliminate the long-term overdraft condition.	System Supplies	Section 6.2.3	6.3
10631(b)(3)	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	System Supplies	Section 6.2.4	6.3.5
10631(b)(4)	Provide a detailed description and analysis of the amount and location of groundwater that is projected to be pumped.	System Supplies	Sections 6.2 and 6.9	6.3.6
10631(d)	Describe the opportunities for exchanges or transfers of water on a short-term or long-term basis.	System Supplies	Section 6.7	6.6
10631(g)	Describe the expected future 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.	System Supplies	Section 6.8	6.9
10631(h)	Describe desalinated water project opportunities for long-term supply.	System Supplies	Section 6.6	6.7
10631(j)	Retail suppliers will include documentation that they have provided their wholesale supplier(s) – if any - with water use projections from that source.	System Supplies	Section 2.5.1	2.2

CWC Section	UWMP Requirement	Subject	Guidebook Location	UWMP Location (Optional Column for Agency Use)
10631(j)	Wholesale suppliers will include documentation that they have provided their urban water suppliers with identification and quantification of the existing and planned sources of water available from the wholesale to the urban supplier during various water year types.	System Supplies	Section 2.5.1	Not applicable
10633	For wastewater and recycled water, coordinate with local water, wastewater, groundwater, and planning agencies that operate within the supplier's service area.	System Supplies (Recycled Water)	Section 6.5.1	6.8.1
10633(a)	Describe the wastewater collection and treatment systems in the supplier's service area. Include quantification of the amount of wastewater collected and treated and the methods of wastewater disposal.	System Supplies (Recycled Water)	Section 6.5.2	6.8.2
10633(b)	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.	System Supplies (Recycled Water)	Section 6.5.2.2	6.8.2
10633(c)	Describe the recycled water currently being used in the supplier's service area.	System Supplies (Recycled Water)	Section 6.5.3 and 6.5.4	6.8.4
10633(d)	Describe and quantify the potential uses of recycled water and provide a determination of the technical and economic feasibility of those uses.	System Supplies (Recycled Water)	Section 6.5.4	6.8.4
10633(e)	Describe 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.	System Supplies (Recycled Water)	Section 6.5.4	6.8.4 and 6.8.5
10633(f)	Describe the actions 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.	System Supplies (Recycled Water)	Section 6.5.5	6.8.6

CWC Section	UWMP Requirement	Subject	Guidebook Location	UWMP Location (Optional Column for Agency Use)
10633(g)	Provide a plan for optimizing the use of recycled water in the supplier's service area.	System Supplies (Recycled Water)	Section 6.5.5	6.8.7
10620(f)	Describe water management tools and options to maximize resources and minimize the need to import water from other regions.	Water Supply Reliability Assessment	Section 7.4	6.9 and 7.5
10631(c)(1)	Describe the reliability of the water supply and vulnerability to seasonal or climatic shortage.	Water Supply Reliability Assessment	Section 7.1	7.1
10631(c)(1)	Provide data for an average water year, a single dry water year, and multiple dry water years	Water Supply Reliability Assessment	Section 7.2	7.3 and 7.4
10631(c)(2)	For any water source that may not be available at a consistent level of use, describe plans to supplement or replace that source.	Water Supply Reliability Assessment	Section 7.1	7.4
10634	Provide information on the quality of existing sources of water available to the supplier and the manner in which water quality affects water management strategies and supply reliability	Water Supply Reliability Assessment	Section 7.1	7.2
10635(a)	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.	Water Supply Reliability Assessment	Section 7.3	7.4
10632(a) and 10632(a)(1)	Provide an urban water shortage contingency analysis that specifies stages of action and an outline of specific water supply conditions at each stage.	Water Shortage Contingency Planning	Section 8.1	8.2
10632(a)(2)	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.	Water Shortage Contingency Planning	Section 8.9	8.5
10632(a)(3)	Identify actions to be undertaken by the urban water supplier in case of a catastrophic interruption of water supplies.	Water Shortage Contingency Planning	Section 8.8	8.1

CWC Section	UWMP Requirement	Subject	Guidebook Location	UWMP Location (Optional Column for Agency Use)
10632(a)(4)	Identify mandatory prohibitions against specific water use practices during water shortages.	Water Shortage Contingency Planning	Section 8.2	8.2.1
10632(a)(5)	Specify consumption reduction methods in the most restrictive stages.	Water Shortage Contingency Planning	Section 8.4	8.3
10632(a)(6)	Indicated penalties or charges for excessive use, where applicable.	Water Shortage Contingency Planning	Section 8.3	8.2.3
10632(a)(7)	Provide an analysis of the impacts of each of the actions and conditions in the water shortage contingency analysis on the revenues and expenditures of the urban water supplier, and proposed measures to overcome those impacts.	Water Shortage Contingency Planning	Section 8.6	8.4
10632(a)(8)	Provide a draft water shortage contingency resolution or ordinance.	Water Shortage Contingency Planning	Section 8.7	Appendix K
10632(a)(9)	Indicate a mechanism for determining actual reductions in water use pursuant to the water shortage contingency analysis.	Water Shortage Contingency Planning	Section 8.5	8.2.2
10631(f)(1)	Retail suppliers shall provide a description of the nature and extent of each demand management measure implemented over the past five years. The description will address specific measures listed in code.	Demand Management Measures	Sections 9.2 and 9.3	Chapter 9
10631(f)(2)	Wholesale suppliers shall describe specific demand management measures listed in code, their distribution system asset management program, and supplier assistance program.	Demand Management Measures	Sections 9.1 and 9.3	Not applicable

CWC Section	UWMP Requirement	Subject	Guidebook Location	UWMP Location (Optional Column for Agency Use)
10631(i)	CUWCC members may submit their 2013-2014 CUWCC BMP annual reports in lieu of, or in addition to, describing the DMM implementation in their UWMPs. This option is only allowable if the supplier has been found to be in full compliance with the CUWCC MOU.	Demand Management Measures	Section 9.5	Chapter 9 and Appendix M
10608.26(a)	Retail suppliers shall conduct a public hearing to discuss adoption, implementation, and economic impact of water use targets.	Plan Adoption, Submittal, and Implementation	Section 10.3	10.2
10621(b)	Notify, at least 60 days prior to the public hearing, 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.	Plan Adoption, Submittal, and Implementation	Section 10.2.1	10.1
10621(d)	Each urban water supplier shall update and submit its 2015 plan to the department by July 1, 2016.	Plan Adoption, Submittal, and Implementation	Sections 10.3.1 and 10.4	10.3
10635(b)	Provide supporting documentation that Water Shortage Contingency 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 the plan to DWR.	Plan Adoption, Submittal, and Implementation	Section 10.4.4	10.3
10642	Provide supporting documentation that the urban water supplier made the plan available for public inspection, published notice of the public hearing, and held a public hearing about the plan.	Plan Adoption, Submittal, and Implementation	Sections 10.2.2, 10.3, and 10.5	10.2 and Appendix N
10642	The water supplier is to provide the time and place of the hearing to any city or county within which the supplier provides water.	Plan Adoption, Submittal, and Implementation	Sections 10.2.1	10.1 and Appendix N

CWC Section	UWMP Requirement	Subject	Guidebook Location	UWMP Location (Optional Column for Agency Use)
10642	Provide supporting documentation that the plan has been adopted as prepared or modified.	Plan Adoption, Submittal, and Implementation	Section 10.3.1	Appendix O
10644(a)	Provide supporting documentation that the urban water supplier has submitted this UWMP to the California State Library.	Plan Adoption, Submittal, and Implementation	Section 10.4.3	10.3
10644(a)(1)	Provide supporting documentation that the urban water supplier has submitted this UWMP to any city or county within which the supplier provides water no later than 30 days after adoption.	Plan Adoption, Submittal, and Implementation	Section 10.4.4	10.3
10644(a)(2)	The plan, or amendments to the plan, submitted to the department shall be submitted electronically.	Plan Adoption, Submittal, and Implementation	Sections 10.4.1 and 10.4.2	10.4
10645	Provide supporting documentation that, not later than 30 days after filing a copy of its plan with the department, the supplier has or will make the plan available for public review during normal business hours.	Plan Adoption, Submittal, and Implementation	Section 10.5	10.3

Appendix B - DWR Standardized Tables

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Table 2-1 Retail Only: Public Water Systems

Public Water System Number	Public Water System Name	Number of Municipal Connections 2015	Volume of Water Supplied 2015
CA1910194	Rowland Water District	13,794	10,956
TOTAL		13,794	10,956
NOTES: Volume of water supplied is for fiscal year 2015 and includes only water in the potable system. Water delivered through the recycled water system, including groundwater pumped from Puente Basin, is not included in the table.			

Table 2-2: Plan Identification			
Select Only One	Type of Plan		Name of RUWMP or Regional Alliance <i>if applicable</i> <i>drop down list</i>
<input checked="" type="checkbox"/>	Individual UWMP		
	<input type="checkbox"/>	Water Supplier is also a member of a RUWMP	
	<input type="checkbox"/>	Water Supplier is also a member of a Regional Alliance	
<input type="checkbox"/>	Regional Urban Water Management Plan (RUWMP)		
NOTES:			

Table 2-3: Agency Identification	
Type of Agency (select one or both)	
<input type="checkbox"/>	Agency is a wholesaler
<input checked="" type="checkbox"/>	Agency is a retailer
Fiscal or Calendar Year (select one)	
<input type="checkbox"/>	UWMP Tables Are in Calendar Years
<input checked="" type="checkbox"/>	UWMP Tables Are in Fiscal Years
If Using Fiscal Years Provide Month and Date that the Fiscal Year Begins (mm/dd)	
7/1	
Units of Measure Used in UWMP (select from Drop down)	
Unit	AF
NOTES:	

Table 2-4 Retail: Water Supplier Information Exchange
The retail supplier has informed the following wholesale supplier(s) of projected water use in accordance with CWC 10631.
Wholesale Water Supplier Name <i>(Add additional rows as needed)</i>
Three Valleys Municipal Water District
NOTES:

Table 3-1 Retail: Population - Current and Projected

Population Served	2015	2020	2025	2030	2035	2040(<i>opt</i>)
	55,038	62,090	67,905	74,485	77,747	81,175

NOTES: The 2015 population estimate is based on the 2010 U.S. Census and the 2015 number of connections. Population projections are based on an expected 1% increase in population in the District's service area and the phased buildout of the planned Aera community as identified in Water Supply Assessment for the Proposed Aera Master Planned Community (Rowland Water District, 2007).

Table 4-1 Retail: Demands for Potable and Raw Water - Actual

Use Type (Add additional rows as needed)	2015 Actual		
<i>Drop down list</i> <i>May select each use multiple times</i> <i>These are the only Use Types that will be recognized by the WUEdata online submittal tool</i>	Additional Description (as needed)	Level of Treatment When Delivered <i>Drop down list</i>	Volume
Single Family		Drinking Water	4,805
Multi-Family		Drinking Water	1,210
Commercial		Drinking Water	4,680
Landscape		Drinking Water	235
Landscape	Nonpotable groundwater added to the recycled water system	Raw Water	294
Losses	Real and Apparent Losses	Drinking Water	327
Other	Construction, Fire Service, and Street Sweeping	Drinking Water	20
TOTAL			11,571
NOTES: The landscape sector receives water through both the potable and recycled water systems. Untreated, nonpotable groundwater that is used to supplement the recycled water system is included in the table as "Raw Water". The total volume reported for 2015 demand may not align with the total volume reported for 2015 supply in Chapter 6 – System Supplies due to potential errors in estimating losses.			

Table 4-2 Retail: Demands for Potable and Raw Water - Projected

Use Type <i>(Add additional rows as needed)</i>	Additional Description <i>(as needed)</i>	Projected Water Use <i>Report To the Extent that Records are Available</i>				
<u>Drop down list</u> <i>May select each use multiple times</i> <i>These are the only Use Types that will be recognized by the WUEdata online submittal tool</i>		2020	2025	2030	2035	2040-opt
Single Family		5,710	6,267	6,959	7,259	7,574
Multi-Family		1,348	1,457	1,533	1,604	1,678
Commercial		4,561	4,891	5,202	5,496	5,808
Landscape	Potable water used for irrigation	0	0	0	0	0
Landscape	Nonpotable groundwater added to the recycled water system	306	306	306	306	306
Losses	Real and Apparent losses	472	513	557	584	612
Other	Construction, Fire Service, and Street Sweeping	21	22	23	24	25
TOTAL		12,418	13,456	14,580	15,273	16,003
NOTES: The landscape sector receives water through both the potable and recycled water systems. Untreated, nonpotable groundwater that is used to supplement the recycled water system is included in the table as "Raw Water". All potable landscape uses are projected to be converted to recycled water by 2020.						

Table 4-3 Retail: Total Water Demands

	2015	2020	2025	2030	2035	2040 (opt)
Potable and Raw Water <i>From</i> <i>Tables 4-1 and 4-2</i>	11,571	12,418	13,456	14,580	15,273	16,003
Recycled Water Demand* <i>From</i> <i>Table 6-4</i>	781	2,050	2,550	3,300	3,350	3,400
TOTAL WATER DEMAND	12,352	14,468	16,006	17,880	18,623	19,403

**Recycled water demand fields will be blank until Table 6-4 is complete.*

NOTES: The total volume reported for 2015 demand may not align with the total volume reported for 2015 supply in Chapter 6 – System Supplies due to potential errors in estimating losses.

Table 4-4 Retail: 12 Month Water Loss Audit Reporting	
Reporting Period Start Date (mm/yyyy)	Volume of Water Loss*
07/2014	327
<i>* Taken from the field "Water Losses" (a combination of apparent losses and real losses) from the AWWA worksheet.</i>	
NOTES: Volume includes real losses (178 AF) and apparent losses (149 AF)	

Table 4-5 Retail Only: Inclusion in Water Use Projections	
Are Future Water Savings Included in Projections? (Refer to Appendix K of UWMP Guidebook) <i>Drop down list (y/n)</i>	No
If "Yes" to above, state the section or page number, in the cell to the right, where citations of the codes, ordinances, etc... utilized in demand projections are found.	Not Applicable
Are Lower Income Residential Demands Included In Projections? <i>Drop down list (y/n)</i>	Yes
NOTES:	

Table 5-1 Baselines and Targets Summary*Retail Agency or Regional Alliance Only*

Baseline Period	Start Year	End Year	Average Baseline GPCD*	2015 Interim Target *	Confirmed 2020 Target*
10-15 year	2000	2009	217	195	174
5 Year	2004	2008	219		

*All values are in Gallons per Capita per Day (GPCD)

NOTES:

Table 5-2: 2015 Compliance*Retail Agency or Regional Alliance Only*

Actual 2015 GPCD*	2015 Interim Target GPCD*	Optional Adjustments to 2015 GPCD <i>From Methodology 8</i>					2015 GPCD* <i>(Adjusted if applicable)</i>	Did Supplier Achieve Targeted Reduction for 2015? Y/N
		Extraordinary Events*	Economic Adjustment*	Weather Normalization*	TOTAL Adjustments*	Adjusted 2015 GPCD*		
178	195	0	0	0	0	178	178	Yes

**All values are in Gallons per Capita per Day (GPCD)*

NOTES:

Table 6-1 Retail: Groundwater Volume Pumped

<input type="checkbox"/>	Supplier does not pump groundwater. The supplier will not complete the table below.					
Groundwater Type <i>Drop Down List</i> <i>May use each category multiple times</i>	Location or Basin Name	2011	2012	2013	2014	2015
Add additional rows as needed						
Alluvial Basin	Puente Basin of the San Gabriel Valley Groundwater Basin (DWR 4-13)	300	456	354	100	208
Alluvial Basin	Main San Gabriel Basin of the San Gabriel Valley Groundwater Basin (DWR 4-13)	117	145	3	89	86
Alluvial Basin	Central Basin of the Coastal Plain of Los Angeles Groundwater Basin (DWR 4-11.04)	0	0	0	184	461
TOTAL		417	601	357	373	755
NOTES: The volumes pumped from Puente Basin and Main San Gabriel Basin are nonpotable and are used only to supplement the recycled water system.						

Table 6-2 Retail: Wastewater Collected Within Service Area in 2015						
<input type="checkbox"/>	There is no wastewater collection system. The supplier will not complete the table below.					
100%	Percentage of 2015 service area covered by wastewater collection system(<i>optional</i>)					
100%	Percentage of 2015 service area population covered by wastewater collection system(<i>optional</i>)					
Wastewater Collection			Recipient of Collected Wastewater			
Name of Wastewater Collection Agency	Wastewater Volume Metered or Estimated? <i>Drop Down List</i>	Volume of Wastewater Collected from UWMP Service Area 2015	Name of Wastewater Treatment Agency Receiving Collected Wastewater	Treatment Plant Name	Is WWTP Located Within UWMP Area? <i>Drop Down List</i>	Is WWTP Operation Contracted to a Third Party? (<i>optional</i>) <i>Drop Down List</i>
<i>Add additional rows as needed</i>						
Los Angeles County Sanitation District	Estimated	7,366	Los Angeles County Sanitation District	San Jose Creek WRP	No	
Total Wastewater Collected from Service Area in 2015:		7,366				
NOTES:						

Table 6-3 Retail: Wastewater Treatment and Discharge Within Service Area in 2015

<input checked="" type="checkbox"/>		No wastewater is treated or disposed of within the UWMP service area. The supplier will not complete the table below.								
Wastewater Treatment Plant Name	Discharge Location Name or Identifier	Discharge Location Description	Wastewater Discharge ID Number <i>(optional)</i>	Method of Disposal <i>Drop down list</i>	Does This Plant Treat Wastewater Generated Outside the Service Area?	Treatment Level <i>Drop down list</i>	2015 volumes			
							Wastewater Treated	Discharged Treated Wastewater	Recycled Within Service Area	Recycled Outside of Service Area
Add additional rows as needed										
Total							0	0	0	0
NOTES: Wastewater is treated and disposed of outside the District’s service area. Treated effluent that is not reused is discharged to the San Gabriel River outside the District’s service area.										

Table 6-4 Retail: Current and Projected Recycled Water Direct Beneficial Uses Within Service Area

<input type="checkbox"/> Recycled water is not used and is not planned for use within the service area of the supplier. The supplier will not complete the table below.								
Name of Agency Producing (Treating) the Recycled Water:		Los Angeles County Sanitation District						
Name of Agency Operating the Recycled Water Distribution System:		Rowland Water District						
Supplemental Water Added in 2015		294						
Source of 2015 Supplemental Water		Untreated, Nonpotable Groundwater from Puente Basin and Main San Gabriel Basin						
Beneficial Use Type	General Description of 2015 Uses	Level of Treatment <i>Drop down list</i>	2015	2020	2025	2030	2035	2040 (opt)
Agricultural irrigation			0	0	0	0	0	0
Landscape irrigation (excludes golf courses)	Schools, Parks, Cemetery, Street Medians	Tertiary	571	1,540	2,025	2,760	2,810	2,860
Golf course irrigation	New Golf Course Development	Tertiary	0	170	175	180	180	180
Commercial use			0	0	0	0	0	0
Industrial use	Walnut Creek Peaker Plant	Tertiary	210	340	350	360	360	360
Geothermal and other energy production			0	0	0	0	0	0
Seawater intrusion barrier			0	0	0	0	0	0
Recreational impoundment			0	0	0	0	0	0
Wetlands or wildlife habitat			0	0	0	0	0	0
Groundwater recharge (IPR)*			0	0	0	0	0	0
Surface water augmentation (IPR)*				0	0	0	0	0
Direct potable reuse				0	0	0	0	0
Other (Provide General Description)			0	0	0	0	0	0
Total:			781	2,050	2,550	3,300	3,350	3,400
<i>*IPR - Indirect Potable Reuse</i>								
NOTES: Supplemental, nonpotable groundwater is added to the recycled water system upstream of metered deliveries. Volumes in the table represent the approximate proportion of municipal recycled wastewater in the overall recycled water system, excluding nonpotable groundwater volumes. Nonpotable groundwater volumes are projected to remain relatively static due to pumping limits while municipal recycled wastewater volumes will increase, therefore while golf course irrigation and industrial demand is not expected to increase after 2020, volumes in the table reflect the proportional increase of municipal recycled wastewater in the system as the overall demands on the recycled water system increase.								

Table 6-5 Retail: 2010 UWMP Recycled Water Use Projection Compared to 2015 Actual

<input type="checkbox"/>		Recycled water was not used in 2010 nor projected for use in 2015. The supplier will not complete the table below.	
Use Type		2010 Projection for 2015	2015 Actual Use
Agricultural irrigation			
Landscape irrigation (excludes golf courses)		2,000	571
Golf course irrigation			
Commercial use			
Industrial use		1,000	210
Geothermal and other energy production			
Seawater intrusion barrier			
Recreational impoundment			
Wetlands or wildlife habitat			
Groundwater recharge (IPR)			
Surface water augmentation (IPR)			
Direct potable reuse			
Other		<i>Type of Use</i>	
Total		3,000	781

NOTES: Projections for 2015 from the 2010 UWMP did not have golf course irrigation as a separate use.

Table 6-6 Retail: Methods to Expand Future Recycled Water Use

<input type="checkbox"/>	Supplier does not plan to expand recycled water use in the future. Supplier will not complete the table below but will provide narrative explanation.		
	Provide page location of narrative in UWMP		
Name of Action	Description	Planned Implementation Year	Expected Increase in Recycled Water Use
<i>Add additional rows as needed</i>			
Financial Incentives	Financial difference between the potable and recycled water rates	2014	1,309
Mandatory Connection Ordinance (No. 0-9-2010)	Surcharge of 50% the potable water rate imposed on potable water uses for which recycled water is available	2010	1,310
Total			2,619
NOTES:			

Table 6-7 Retail: Expected Future Water Supply Projects or Programs

<input type="checkbox"/>	No expected future water supply projects or programs that provide a quantifiable increase to the agency's water supply. Supplier will not complete the table below.					
<input type="checkbox"/>	Some or all of the supplier's future water supply projects or programs are not compatible with this table and are described in a narrative format.					
	Provide page location of narrative in the UWMP					
Name of Future Projects or Programs	Joint Project with other agencies?		Description (if needed)	Planned Implementation Year	Planned for Use in Year Type <i>Drop Down List</i>	Expected Increase in Water Supply to Agency <i>This may be a range</i>
	<i>Drop Down List (y/n)</i>	<i>If Yes, Agency Name</i>				
<i>Add additional rows as needed</i>						
Cal Domestic Phase 1	Yes	Walnut Valley Water District and California Domestic Water Company	Tier 1 imported water from TVMWD spread and pumped from Main San Gabriel Basin	2018	All Year Types	2,500
Cal Domestic Phase 2	Yes	Walnut Valley Water District and California Domestic Water Company	New wells for pumping from Central Basin	2018	All Year Types	1,250
PVOU	Yes	Walnut Valley Water District, Northrup Grumman Corporation, and San Gabriel Water Authority	Treated groundwater from Main San Gabriel Basin	2020	All Year Types	600
Six Basins Phase 1	Yes	Walnut Valley Water District and City of La Verne and Golden State Water Company	Lease pumping rights from City of La Verne for Ganesha Basin	2017	All Year Types	375
Six Basins Phase 2	Yes	Walnut Valley Water District, City of La Verne and Golden State Water Company	Lease pumping rights from City of La Verne for Pomona Basin	2020	All Year Types	300
Six Basins Phase 3	Yes	Walnut Valley Water District, City of La Verne, Golden State Water Company, and City of Pomona	Lease pumping rights from Golden State Water Company and City of La Verne for Pomona Basin	2025	All Year Types	1,200
Six Basins Phase 4	Yes	Walnut Valley Water District and City of Pomona	Lease pumping rights from City of Pomona for Pomona Basin	2025	All Year Types	600
NOTES: Only Rowland Water District's portion of the joint project supply volumes are shown in the table. Six Basins Phases 3 and 4 are planned projects but are still being developed. Therefore, Six Basins Phase 3 and 4 volumes are not included in the supply projections.						

Table 6-8 Retail: Water Supplies — Actual

Water Supply	Additional Detail on Water Supply	2015		
<div>Drop down list</div> <div>May use each category multiple times.</div> <div>These are the only water supply categories that will be recognized by the WUEdata online submittal tool</div>		Actual Volume	Water Quality <div>Drop Down List</div>	Total Right or Safe Yield (optional)
Add additional rows as needed				
Purchased or Imported Water	Imported water from Three Valleys Municipal Water District	10,495	Drinking Water	
Groundwater	Puente Basin (nonpotable groundwater for use in recycled water system)	208	Raw Water	
Groundwater	Main San Gabriel Basin (nonpotable groundwater for use in recycled water system)	86	Raw Water	
Groundwater	Central Basin	461	Drinking Water	
Recycled Water	City of Industry	781	Recycled Water	
Total		12,031		0
NOTES: Volumes of groundwater pumped from Puente Basin and Main San Gabriel Basin in the table are untreated, nonpotable water that is used to supplement the recycled water system. The total volume reported for 2015 supply may not align with the total volume reported for 2015 demand in Chapter 4 – System Water Use due to potential errors in estimating losses.				

Table 6-9 Retail: Water Supplies — Projected

Water Supply	Additional Detail on Water Supply	Projected Water Supply Report To the Extent Practicable									
Drop down list May use each category multiple times. These are the only water supply categories that will be recognized by the WUEdata online submittal tool		2020		2025		2030		2035		2040 (opt)	
		Reasonably Available Volume	Total Right or Safe Yield (optional)	Reasonably Available Volume	Total Right or Safe Yield (optional)	Reasonably Available Volume	Total Right or Safe Yield (optional)	Reasonably Available Volume	Total Right or Safe Yield (optional)	Reasonably Available Volume	Total Right or Safe Yield (optional)
Add additional rows as needed											
Purchased or Imported Water	Imported water from Three Valleys Municipal Water District	7,852		8,890		10,014		10,707		11,437	
Groundwater	Puente Basin (nonpotable groundwater for use in recycled water system)	306		306		306		306		306	
Groundwater	Central Basin	635		635		635		635		635	
Groundwater	Main San Gabriel Basin	3,100		3,100		3,100		3,100		3,100	
Groundwater	Ganesha Basin	375		375		375		375		375	
Groundwater	Pomona Basin	150		150		150		150		150	
Recycled Water	City of Industry	2,050		2,550		3,300		3,350		3,400	
Total		14,468	0	16,006	0	17,880	0	18,623	0	19,403	0

NOTES: Groundwater pumped from Puente Basin is nonpotable and used in the District's recycled water system.

Table 7-1 Retail: Basis of Water Year Data

Year Type	Base Year <i>If not using a calendar year, type in the last year of the fiscal, water year, or range of years, for example, water year 1999-2000, use 2000</i>	Available Supplies if Year Type Repeats	
		<input type="checkbox"/>	Quantification of available supplies is not compatible with this table and is provided elsewhere in the UWMP. Location _____
		<input checked="" type="checkbox"/>	Quantification of available supplies is provided in this table as either volume only, percent only, or both.
		Volume Available	% of Average Supply
Average Year	2011-2013		100%
Single-Dry Year	2014		100%
Multiple-Dry Years 1st Year	2013		100%
Multiple-Dry Years 2nd Year	2014		100%
Multiple-Dry Years 3rd Year	2015		100%
Multiple-Dry Years 4th Year <i>Optional</i>			
Multiple-Dry Years 5th Year <i>Optional</i>			
Multiple-Dry Years 6th Year <i>Optional</i>			
Agency may use multiple versions of Table 7-1 if different water sources have different base years and the supplier chooses to report the base years for each water source separately. If an agency uses multiple versions of Table 7-1, in the "Note" section of each table, state that multiple versions of Table 7-1 are being used and identify the particular water source that is being reported in each table.			
NOTES:			

Table 7-2 Retail: Normal Year Supply and Demand Comparison					
	2020	2025	2030	2035	2040 (Opt)
Supply totals (autofill from Table 6-9)	14,468	16,006	17,880	18,623	19,403
Demand totals (autofill from Table 4-3)	14,468	16,006	17,880	18,623	19,403
Difference	0	0	0	0	0
NOTES:					

Table 7-3 Retail: Single Dry Year Supply and Demand Comparison

	2020	2025	2030	2035	2040 (Opt)
Supply totals	14,468	16,006	17,880	18,623	19,403
Demand totals	14,468	16,006	17,880	18,623	19,403
Difference	0	0	0	0	0

NOTES:

Table 7-4 Retail: Multiple Dry Years Supply and Demand Comparison

		2020	2025	2030	2035	2040 (Opt)
First year	Supply totals	14,468	16,006	17,880	18,623	19,403
	Demand totals	14,468	16,006	17,880	18,623	19,403
	Difference	0	0	0	0	0
Second year	Supply totals	14,468	16,006	17,880	18,623	19,403
	Demand totals	14,468	16,006	17,880	18,623	19,403
	Difference	0	0	0	0	0
Third year	Supply totals	14,468	16,006	17,880	18,623	19,403
	Demand totals	14,468	16,006	17,880	18,623	19,403
	Difference	0	0	0	0	0
Fourth year <i>(optional)</i>	Supply totals					
	Demand totals					
	Difference	0	0	0	0	0
Fifth year <i>(optional)</i>	Supply totals					
	Demand totals					
	Difference	0	0	0	0	0
Sixth year <i>(optional)</i>	Supply totals					
	Demand totals					
	Difference	0	0	0	0	0

NOTES:

**Table 8-1 Retail
Stages of Water Shortage Contingency Plan**

Stage	Complete Both	
	Percent Supply Reduction ¹ <i>Numerical value as a percent</i>	Water Supply Condition <i>(Narrative description)</i>
<i>Add additional rows as needed</i>		
1	Up to 10%	Available imported water supplies are limited or restricted due to drought, regulatory restrictions, and/or the imposition of a water supply allocation by MWD or Three Valleys to the extent that a 5 to 15 percent reduction in consumer demand is required due to actual water shortages or to avoid financial penalties for taking water in excess of the allocation.
2	Up to 25%	Available imported water supplies are limited or restricted due to drought, regulatory restrictions, and/or the imposition of a water supply allocation by MWD or Three Valleys to the extent that a 6 to 25 percent reduction in consumer demand is required due to actual water shortages or to avoid financial penalties for taking water in excess of the allocation.
3	In excess of 25%	Available imported water supplies are limited or restricted due to drought, regulatory restrictions, and/or the imposition of a water supply allocation by MWD or Three Valleys to the extent that a reduction of greater than 25 percent in consumer demand is required due to actual water shortages or to avoid financial penalties for taking water in excess of the allocation.
4	To be determined in Special Meeting by Board of Directors	In the event that an immediate water supply shortage occurs due to the breakage or failure of a dam, pump, pipeline or conduit causing an immediate emergency, the General Manager shall declare the extent of the water supply shortage emergency and, after allocating and setting aside the amount of water necessary for domestic use, sanitation and fire protection, shall determine and implement the appropriate water supply shortage restrictions.

¹ One stage in the Water Shortage Contingency Plan must address a water shortage of 50%.

NOTES:

Table 8-2 Retail Only: Restrictions and Prohibitions on End Uses

Stage	Restrictions and Prohibitions on End Users <i>Drop down list</i> <i>These are the only categories that will be accepted by the WUEdata online submittal tool</i>	Additional Explanation or Reference <i>(optional)</i>	Penalty, Charge, or Other Enforcement? <i>Drop Down List</i>
Add additional rows as needed			
1,2,3	Landscape - Limit landscape irrigation to specific days	Limits on days per week permitted for watering or irrigation of lawn, landscape or other vegetated area.	Yes
1, 2, 3	Other - Customers must repair leaks, breaks, and malfunctions in a timely manner	All leaks, breaks, and malfunctions in customer's plumbing must be replaced.	Yes
1	Other - Prohibit use of potable water for construction and dust control	Temporary water use for construction and dust control shall be limited to the quantity identified in the plan submitted to and approved by the District. Recycled water may be available for these uses.	Yes
1	Other	Water from fire hydrants will be limited to fire fighting and related activities, or for activities necessary to maintain the public health, safety, and welfare.	Yes
2	Water Features - Restrict water use for decorative water features, such as fountains	Limits on filling/re-filling of ornamental lakes or ponds.	Yes
2	Other - Prohibit vehicle washing except at facilities using recycled or recirculating water	Limits on washing of vehicles/mobile equipment.	Yes
2	Pools - Allow filling of swimming pools only when an appropriate cover is in place.	Limits on filling residential swimming pools and spas.	Yes
3	Other	No new potable water services	Yes
3	Other	Any customer who willfully or repeatedly violates any provision is subject to termination of water service.	Yes
4	Other	Appropriate restrictions will be determined and implemented in the event of an immediate water supply shortage.	Yes
NOTES:			

Table 8-3 Retail Only:

Stages of Water Shortage Contingency Plan - Consumption Reduction Methods

Stage	Consumption Reduction Methods by Water Supplier <i>Drop down list</i> <i>These are the only categories that will be accepted by the WUEdata online submittal tool</i>	Additional Explanation or Reference <i>(optional)</i>
<i>Add additional rows as needed</i>		
1,2,3,4	Expand Public Information Campaign	
1,2,3,4	Provide Rebates on Plumbing Fixtures and Devices	Rebates are provided through MWD, when available
1,2,3,4	Provide Rebates for Landscape Irrigation Efficiency	Rebates are provided through MWD, when available
1,2,3,4	Provide Rebates for Turf Replacement	Rebates are provided through MWD, when available
NOTES:		

Table 8-4 Retail: Minimum Supply Next Three Years			
	2016	2017	2018
Available Water Supply	17,458	17,458	17,458
NOTES:			

Table 10-1 Retail: Notification to Cities and Counties

City Name	60 Day Notice	Notice of Public Hearing
Add additional rows as needed		
City of Industry	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
City of West Covina	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
County Name <i>Drop Down List</i>	60 Day Notice	Notice of Public Hearing
Add additional rows as needed		
Los Angeles County	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>

Appendix C - SBx7-7 Verification Form

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SB X7-7 Table 0: Units of Measure Used in UWMP*

(select one from the drop down list)

Acre Feet

**The unit of measure must be consistent with Table 2-3*

NOTES:

SB X7-7 Table-1: Baseline Period Ranges

Baseline	Parameter	Value	Units
10- to 15-year baseline period	2008 total water deliveries	13,601	Acre Feet
	2008 total volume of delivered recycled water	26	Acre Feet
	2008 recycled water as a percent of total deliveries	0.19%	Percent
	Number of years in baseline period ^{1, 2}	10	Years
	Year beginning baseline period range	2000	
	Year ending baseline period range ³	2009	
5-year baseline period	Number of years in baseline period	5	Years
	Year beginning baseline period range	2004	
	Year ending baseline period range ⁴	2008	

¹ If the 2008 recycled water percent is less than 10 percent, then the first baseline period is a continuous 10-year period. If the amount of recycled water delivered in 2008 is 10 percent or greater, the first baseline period is a continuous 10- to 15-year period. ² The Water Code requires that the baseline period is between 10 and 15 years. However, DWR recognizes that some water suppliers may not have the minimum 10 years of baseline data.

³ The ending year must be between December 31, 2004 and December 31, 2010.

⁴ The ending year must be between December 31, 2007 and December 31, 2010.

NOTES:

SB X7-7 Table 2: Method for Population Estimates

Method Used to Determine Population
(may check more than one)

☐

1. Department of Finance (DOF)
DOF Table E-8 (1990 - 2000) and (2000-2010) and
DOF Table E-5 (2011 - 2015) when available

☒

2. Persons-per-Connection Method

☒

3. DWR Population Tool

☐

4. Other
DWR recommends pre-review

NOTES:

SB X7-7 Table 3: Service Area Population

Year		Population
10 to 15 Year Baseline Population		
Year 1	2000	57,123
Year 2	2001	56,095
Year 3	2002	55,980
Year 4	2003	55,372
Year 5	2004	53,990
Year 6	2005	55,370
Year 7	2006	54,969
Year 8	2007	54,776
Year 9	2008	54,775
Year 10	2009	54,510
<i>Year 11</i>		
<i>Year 12</i>		
<i>Year 13</i>		
<i>Year 14</i>		
<i>Year 15</i>		
5 Year Baseline Population		
Year 1	2004	53,990
Year 2	2005	55,370
Year 3	2006	54,969
Year 4	2007	54,776
Year 5	2008	54,775
2015 Compliance Year Population		
2015		55,038
NOTES:		

Baseline Year <i>Fm SB X7-7 Table 3</i>		Volume Into Distribution System <i>This column will remain blank until SB X7-7 Table 4-A is completed.</i>	Deductions					Annual Gross Water Use
			Exported Water	Change in Dist. System Storage (+/-)	Indirect Recycled Water <i>This column will remain blank until SB X7-7 Table 4-B is completed.</i>	Water Delivered for Agricultural Use	Process Water <i>This column will remain blank until SB X7-7 Table 4-D is completed.</i>	
10 to 15 Year Baseline - Gross Water Use								
Year 1	2000	13,889			-		-	13,889
Year 2	2001	13,598			-		-	13,598
Year 3	2002	13,659			-		-	13,659
Year 4	2003	13,232			-		-	13,232
Year 5	2004	13,881			-		-	13,881
Year 6	2005	12,941			-		-	12,941
Year 7	2006	13,092			-		-	13,092
Year 8	2007	13,997			-		-	13,997
Year 9	2008	13,289			-		-	13,289
Year 10	2009	12,760			-		-	12,760
Year 11	0	-			-		-	-
Year 12	0	-			-		-	-
Year 13	0	-			-		-	-
Year 14	0	-			-		-	-
Year 15	0	-			-		-	-
10 - 15 year baseline average gross water use								13,434
5 Year Baseline - Gross Water Use								
Year 1	2004	13,881			-		-	13,881
Year 2	2005	12,941			-		-	12,941
Year 3	2006	13,092			-		-	13,092
Year 4	2007	13,997			-		-	13,997
Year 5	2008	13,289			-		-	13,289
5 year baseline average gross water use								13,440
2015 Compliance Year - Gross Water Use								
2015		10,956	-		-		-	10,956
* NOTE that the units of measure must remain consistent throughout the UWMP, as reported in Table 2-3								
NOTES: Total volume into the distribution system in the table includes only potable water. Nonpotable groundwater used only in the recycled water system is not included. Nonpotable groundwater is reported in the "potable and raw water" demand tables for 2015 though, resulting in the 2015 volume into the distribution system reported above not matching the 2015 potable and raw water demands in Chapter 4 - System Water Use.								

NOTES: Total volume into the distribution system in the table includes only potable water. Nonpotable groundwater used only in the recycled water system is not included. Nonpotable groundwater is reported in the "potable and raw water" demand tables for 2015 though, resulting in the 2015 volume into the distribution system reported above not matching the 2015 potable and raw water demands in Chapter 4 - System Water Use.

SB X7-7 Table 4-A: Volume Entering the Distribution System(s)

Complete one table for each source.

Name of Source	Imported Water from Three Valleys MWD
-----------------------	---------------------------------------

This water source is:

<input type="checkbox"/>	The supplier's own water source
<input checked="" type="checkbox"/>	A purchased or imported source

Baseline Year <i>Fm SB X7-7 Table 3</i>	Volume Entering Distribution System	Meter Error Adjustment* <i>Optional (+/-)</i>	Corrected Volume Entering Distribution System
--	--	---	---

10 to 15 Year Baseline - Water into Distribution System

Year 1	2000	13,889		13,889
Year 2	2001	13,598		13,598
Year 3	2002	13,659		13,659
Year 4	2003	13,232		13,232
Year 5	2004	13,881		13,881
Year 6	2005	12,941		12,941
Year 7	2006	13,092		13,092
Year 8	2007	13,997		13,997
Year 9	2008	13,289		13,289
Year 10	2009	12,760		12,760
Year 11	0			-
Year 12	0			-
Year 13	0			-
Year 14	0			-
Year 15	0			-

5 Year Baseline - Water into Distribution System

Year 1	2004	13,881		13,881
Year 2	2005	12,941		12,941
Year 3	2006	13,092		13,092
Year 4	2007	13,997		13,997
Year 5	2008	13,289		13,289

2015 Compliance Year - Water into Distribution System

2015	10,956		10,956
-------------	--------	--	--------

** Meter Error Adjustment - See guidance in Methodology 1, Step 3 of Methodologies Document*

NOTES:

SB X7-7 Table 5: Gallons Per Capita Per Day (GPCD)

Baseline Year <i>Fm SB X7-7 Table 3</i>	Service Area Population <i>Fm SB X7-7 Table 3</i>	Annual Gross Water Use <i>Fm SB X7-7 Table 4</i>	Daily Per Capita Water Use (GPCD)
---	---	--	--

10 to 15 Year Baseline GPCD

Year 1	2000	57,123	13,889	217
Year 2	2001	56,095	13,598	216
Year 3	2002	55,980	13,659	218
Year 4	2003	55,372	13,232	213
Year 5	2004	53,990	13,881	230
Year 6	2005	55,370	12,941	209
Year 7	2006	54,969	13,092	213
Year 8	2007	54,776	13,997	228
Year 9	2008	54,775	13,289	217
Year 10	2009	54,510	12,760	209
Year 11	0	-	-	
Year 12	0	-	-	
Year 13	0	-	-	
Year 14	0	-	-	
Year 15	0	-	-	

10-15 Year Average Baseline GPCD	217
---	------------

5 Year Baseline GPCD

Baseline Year <i>Fm SB X7-7 Table 3</i>		Service Area Population <i>Fm SB X7-7 Table 3</i>	Gross Water Use <i>Fm SB X7-7 Table 4</i>	Daily Per Capita Water Use
Year 1	2004	53,990	13,881	230
Year 2	2005	55,370	12,941	209
Year 3	2006	54,969	13,092	213
Year 4	2007	54,776	13,997	228
Year 5	2008	54,775	13,289	217

5 Year Average Baseline GPCD	219
-------------------------------------	------------

2015 Compliance Year GPCD

2015	55,038	10,956	178
-------------	--------	--------	------------

NOTES:

SB X7-7 Table 6: Gallons per Capita per Day*Summary From Table SB X7-7 Table 5*

10-15 Year Baseline GPCD	217
5 Year Baseline GPCD	219
2015 Compliance Year GPCD	178

NOTES:

SB X7-7 Table 7: 2020 Target Method*Select Only One*

Target Method		Supporting Documentation
<input checked="" type="checkbox"/>	Method 1	SB X7-7 Table 7A
<input type="checkbox"/>	Method 2	SB X7-7 Tables 7B, 7C, and 7D <i>Contact DWR for these tables</i>
<input type="checkbox"/>	Method 3	SB X7-7 Table 7-E
<input type="checkbox"/>	Method 4	Method 4 Calculator

NOTES:

SB X7-7 Table 7-A: Target Method 1
20% Reduction

10-15 Year Baseline GPCD	2020 Target GPCD
217	174

NOTES:

SB X7-7 Table 7-F: Confirm Minimum Reduction for 2020 Target

5 Year Baseline GPCD From SB X7-7 Table 5	Maximum 2020 Target ¹	Calculated 2020 Target ²	Confirmed 2020 Target
219	208	174	174

¹ Maximum 2020 Target is 95% of the 5 Year Baseline GPCD
² 2020
 Target is calculated based on the selected Target Method, see SB X7-7 Table 7 and
 corresponding tables for agency's calculated target.

NOTES:

SB X7-7 Table 8: 2015 Interim Target GPCD

Confirmed 2020 Target <i>Fm SB X7-7 Table 7-F</i>	10-15 year Baseline GPCD <i>Fm SB X7-7 Table 5</i>	2015 Interim Target GPCD
174	217	195

NOTES:

SB X7-7 Table 9: 2015 Compliance

Actual 2015 GPCD	2015 Interim Target GPCD	Optional Adjustments <i>(in GPCD)</i>					2015 GPCD <i>(Adjusted if applicable)</i>	Did Supplier Achieve Targeted Reduction for 2015?
		Enter "0" if Adjustment Not Used			TOTAL Adjustments	Adjusted 2015 GPCD		
		Extraordinary Events	Weather Normalization	Economic Adjustment				
178	195	<i>From Methodology 8 (Optional)</i>	<i>From Methodology 8 (Optional)</i>	<i>From Methodology 8 (Optional)</i>	-	178	178	YES

NOTES:

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Appendix D - AWWA Water Loss Audit

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AWWA Free Water Audit Software: Reporting Worksheet

WAS v5.0
American Water Works Association
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? Click to access definition
+ Click to add a comment

Water Audit Report for: **Rowland Water District (1910194)**
Reporting Year: **2015** 7/2014 - 6/2015

Please enter data in the white cells below. Where available, metered values should be used; if metered values are unavailable please estimate a value. Indicate your confidence in the accuracy of the input data by grading each component (n/a or 1-10) using the drop-down list to the left of the input cell. Hover the mouse over the cell to obtain a description of the grades

All volumes to be entered as: ACRE-FEET PER YEAR

To select the correct data grading for each input, determine the highest grade where the utility meets or exceeds all criteria for that grade and all grades below it.

<----- Enter grading in column 'E' and 'J' ----->

WATER SUPPLIED

Volume from own sources: + ? n/a 10,955.800 acre-ft/yr
Water imported: + ? 10 10,955.800 acre-ft/yr
Water exported: + ? n/a 10,955.800 acre-ft/yr

Master Meter and Supply Error Adjustments

Pcnt: 0.00% Value: 10,955.800 acre-ft/yr
Pcnt: 0.00% Value: 10,955.800 acre-ft/yr
Pcnt: 0.00% Value: 10,955.800 acre-ft/yr

Enter negative % or value for under-registration
Enter positive % or value for over-registration

WATER SUPPLIED: 10,955.800 acre-ft/yr

AUTHORIZED CONSUMPTION

Billed metered: + ? 4 10,486.126 acre-ft/yr
Billed unmetered: + ? 10 0.386 acre-ft/yr
Unbilled metered: + ? 10 5.537 acre-ft/yr
Unbilled unmetered: + ? 10 136.948 acre-ft/yr

Default option selected for Unbilled unmetered - a grading of 5 is applied but not displayed

AUTHORIZED CONSUMPTION: 10,628.997 acre-ft/yr

Click here: ?
for help using option
buttons below

Pcnt: 1.25% Value: 10,628.997 acre-ft/yr

Use buttons to select
percentage of water
supplied
OR
value

Pcnt: 0.25% Value: 10,628.997 acre-ft/yr

0.90% 0.25%

WATER LOSSES (Water Supplied - Authorized Consumption)

326.803 acre-ft/yr

Apparent Losses

Unauthorized consumption: + ? 27.390 acre-ft/yr

Default option selected for unauthorized consumption - a grading of 5 is applied but not displayed

Customer metering inaccuracies: + ? 3 95.283 acre-ft/yr
Systematic data handling errors: + ? 26.215 acre-ft/yr

Default option selected for Systematic data handling errors - a grading of 5 is applied but not displayed

Apparent Losses: 148.887 acre-ft/yr

Real Losses (Current Annual Real Losses or CARL)

Real Losses = Water Losses - Apparent Losses: ? 177.916 acre-ft/yr

WATER LOSSES: 326.803 acre-ft/yr

NON-REVENUE WATER

NON-REVENUE WATER: 469.288 acre-ft/yr

= Water Losses + Unbilled Metered + Unbilled Unmetered

SYSTEM DATA

Length of mains: + ? 8 200.8 miles
Number of active AND inactive service connections: + ? 6 13,810
Service connection density: ? 69 conn./mile main

Are customer meters typically located at the curbside or property line? Yes

Average length of customer service line: + ? (length of service line, beyond the property boundary, that is the responsibility of the utility)

Average length of customer service line has been set to zero and a data grading score of 10 has been applied

Average operating pressure: + ? 9 84.0 psi

COST DATA

Total annual cost of operating water system: + ? 10 \$20,504.612 \$/Year
Customer retail unit cost (applied to Apparent Losses): + ? 8 \$2.91 \$/100 cubic feet (ccf)
Variable production cost (applied to Real Losses): + ? 9 \$911.32 \$/acre-ft ☐ Use Customer Retail Unit Cost to value real losses

WATER AUDIT DATA VALIDITY SCORE:

***** YOUR SCORE IS: 82 out of 100 *****

A weighted scale for the components of consumption and water loss is included in the calculation of the Water Audit Data Validity Score

PRIORITY AREAS FOR ATTENTION:

Based on the information provided, audit accuracy can be improved by addressing the following components:

1: Billed metered

2: Customer metering inaccuracies

3: Unauthorized consumption

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Appendix E - Puente Basin Judgment

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TABLE OF CONTENTS

"Puente Basin Judgment"

PUENTE BASIN WATER AGENCY, a joint powers agency, et al.
vs.
(A): THE CITY OF INDUSTRY, a municipal corporation, et al.,

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

(Case No. C 369 220)

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MAY 30 1986

County Clerk

ENTERED MAY 30, 1986

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

PUENTE BASIN WATER AGENCY, a)
joint powers agency, et al.,)
Plaintiffs,)
vs.)
(A): THE CITY OF INDUSTRY, a)
municipal corporation, et al.,)
Defendants.)

Case No. C 369 220

JUDGMENT

Recitals:

The original complaint herein was filed by plaintiffs on June 1, 1981. Certain defendants have been dismissed. Those defendants not dismissed are sometimes referred to hereinafter as "remaining defendants," and together with plaintiffs as "remaining parties."

The defaults of numerous defendants have been entered (see Exhibits D and E for names thereof).

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1 Each of the remaining defendants specifically named in
2 paragraph 9 hereof filed an answer denying the material allegations
3 of the complaint and asserting a right to pump water from Puente
4 Basin. Such defendants are referred to sometimes hereinafter as
5 "principal defendants," and together with plaintiffs other than
6 PUENTE BASIN WATER AGENCY as "principal parties." There has been
7 filed herein a "Stipulation for Judgment" signed by all principal
8 parties except CITY OF INDUSTRY, and by PUENTE BASIN WATER AGENCY.

9 Among said remaining defendants are certain ones de-
10 scribed and referred to hereinafter as "minimum water user defen-
11 dants," or the singular thereof. Each of such minimum water user
12 defendants has executed a "Stipulation and Acknowledgment of a
13 Defendant" which has been filed.

14 There are no remaining parties other than PUENTE BASIN
15 WATER AGENCY, principal parties, minimum water user defendants and
16 defaulted defendants. There is no remaining party who is not either
17 a stipulating party or defaulted. This Judgment is consistent with
18 all of the foregoing stipulations.

19 After due examination and consideration of the plead-
20 ings, said "Stipulation for Judgment" and other documents and
21 papers on file herein, it appears to the Court that:

22 (a) Principal parties and minimum water user defendants
23 or their successors-in-interest have substantially all of the
24 right, title and interest to pump groundwater from Puente Basin.

25 (b) There is a need for the declarations, determina-
26 tions and restrictions and limitations provided herein on the
27 production of water from Puente Basin by all remaining parties in
28 order to avoid undesirable results and adverse effects on Puente

1 Basin, and to protect the public's interests in the groundwater in
2 Puente Basin.

3 (c) The declarations, determinations, and orders em-
4 bodied in this Judgment constitute a feasible, equitable and just
5 resolution of the issues presented by the complaint and answers
6 thereto on file herein, and it will bring about a fair division of
7 the water supply of Puente Basin.

8 (d) On the basis of the "Stipulation for Judgment" filed
9 herein and the consent of all of said principal parties except
10 defendant CITY OF INDUSTRY and after a trial of the cause, it is in
11 the interest of justice and in furtherance of the water policy of
12 the State of California to make and enter this Judgment.

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

15 1. Jurisdiction. The Court has jurisdiction of the subject
16 matter of this action and of all remaining parties.

17 2. Exhibits. The following Exhibits are set forth as a part
18 of this Judgment in paragraph 31 hereof:

19 Exhibit A -- Map of "Puente Basin" and "Puente Basin
20 Watershed," depicting Puente Narrows and containing ap-
21 propriate legends.

22 Exhibit B -- A metes and bounds description encompassing
23 Puente Basin Watershed.

24 Exhibit C -- A list entitled "Minimum Water User Defen-
25 dants."

26 Exhibit D -- A list entitled "Disclaiming Defendants
27 Stipulating to Entry of Default and Determination of No
28 Water Rights."

1 Exhibit E -- A list entitled "Defendants Whose Default
2 Has Been Entered Otherwise Than On the Basis of a Stipu-
3 lation."

4 Exhibit F -- A copy of that certain written agreement
5 dated May 8, 1972 and entitled "Puente Narrows Agree-
6 ment."

7 Exhibit G -- Description of overlying land owned and/or
8 leased by Golf Course Defendants as defined in Paragraph
9 9A(1).

10 Exhibit H -- Description of certain overlying land owned
11 by defendants EDMUND F. AIREY and HELENE M. AIREY.

12 3. Definitions. As used in this Judgment, including the
13 recitals and these definitions, the following terms shall have the
14 meanings assigned to them:

15 "Annual pumping right" -- This means as to principal
16 parties the party's quantitative share of operating safe yield
17 for the year plus that party's imported return water credit if
18 any, plus any authorized carry-over under paragraph 10A, less
19 any reduction because of prior excess pumping.

20 "Base underflow" -- The quantity of water which under the
21 "Puente Narrows Agreement" plaintiff Puente Basin Water
22 Agency agreed to maintain as the underflow through Puente
23 Narrows to the Main San Gabriel Basin and on which accrued
24 debits and credits are to be calculated under that agreement.

25 "Declared safe yield" -- The quantity of water which can
26 be extracted annually from the Puente Basin based on the long-
27 term supply, under the set of cultural conditions and extrac-
28 tion patterns presently existing, without prospectively caus-

1 ing a continuing reduction of water in storage over a long-term
2 hydrologic cycle or other form of permanent damage to Puente
3 Basin as a source of groundwater for beneficial use. It
4 includes import return flow.

5 "Export" or "exporting" -- A conveyance by conduit or
6 otherwise to an area outside Puente Basin Watershed of ground-
7 water produced from Puente Basin.

8 "Golf Course Defendants" -- as defined in para-
9 graph 9A(1).

10 "Groundwater" -- Water beneath the surface of the ground
11 and within an identifiable zone of saturation.

12 "Groundwater basin" -- An interconnected, permeable,
13 geologic formation which is capable of holding and storing a
14 substantial amount of groundwater, and which constitutes a
15 common source of supply to those pumping therefrom.

16 "Import return water" -- Groundwater of Puente Basin
17 originating either from (a) water reclaimed from sewage water
18 whether or not the sewage water originated from water pumped
19 from Puente Basin or (b) water imported from a source outside
20 Puente Basin Watershed.

21 "Minimum water user defendant" -- Any defendant who has
22 a right to produce water from the Puente Basin, but not in
23 excess of three (3) acre-feet per year, as declared in para-
24 graph 8.

25 "Operating safe yield" -- The quantity of water which the
26 Watermaster determines hereunder may be produced by or on
27 behalf of the principal parties from the Puente Basin in a
28 particular water year after the effective date of this Judg-

1 ment. Absent such a determination, it is the declared safe
2 yield.

3 "Person" -- Includes any natural or artificial person,
4 including but not limited to corporations, private or public,
5 governmental entities, partnerships and Watermasters.

6 "Principal defendants" -- as defined in the recitals
7 above.

8 "Principal parties" -- as defined in the recitals above.

9 "Public Agency Principal Parties" -- Plaintiffs WALNUT
10 VALLEY WATER DISTRICT and ROWLAND WATER DISTRICT, and defen-
11 dants CITY OF INDUSTRY and INDUSTRY URBAN-DEVELOPMENT AGENCY.

12 "Puente Basin" -- That certain groundwater basin under-
13 lying the area delineated and shown as Puente Basin on the map
14 attached hereto as Exhibit A.

15 "Puente Basin Watershed" -- That certain area, including
16 the area overlying the Puente Basin, which contributes water
17 by gravity drainage to the supply of water available for
18 production from Puente Basin, and which total area is delin-
19 eated and shown as such on the map attached hereto as Exhibit A
20 and the exterior boundaries of which are described in Ex-
21 hibit B.

22 "Puente Narrows" -- The subsurface geologic constriction
23 of the downstream boundary of Puente Basin, the location of
24 which is shown on the map attached hereto as Exhibit A.

25 "Puente Narrows Agreement" -- Exhibit F -- That certain
26 written agreement dated May 8, 1972, between plaintiff PUENTE
27 BASIN WATER AGENCY and the Upper San Gabriel Valley Municipal
28 Water District as the plaintiff in the "San Gabriel Basin

1 Case," and approved and accepted by plaintiffs ROLAND WATER
2 DISTRICT and WALNUT VALLEY WATER DISTRICT.

3 "Pump" or "pumping" -- The process of extracting ground-
4 water from Puente Basin by any means.

5 "Pumper" -- A person who or which pumps water from Puente
6 Basin.

7 "Remaining parties" -- as defined in the recitals above.

8 "Remaining defendants" -- as defined in the recitals
9 above.

10 "San Gabriel Basin Case" -- Los Angeles Superior Court
11 Case No. 924128, entitled "Upper San Gabriel Valley Municipal
12 Water District vs. City of Alhambra, et al."

13 "Transfer" -- Any transfer, by whatever name, of all or
14 any portion of a water right and whether voluntary, involun-
15 tary or by operation of law. It includes a "transfer" in
16 perpetuity or of any lesser interest, such as a lease, and any
17 contractual right of user, such as a license.

18 "Water" -- Unless the context clearly indicates other-
19 wise, groundwater of Puente Basin.

20 "Year" or "annual" -- Unless the context clearly indi-
21 cates otherwise, the period from July 1 through June 30 of the
22 following calendar year.

23 4. Puente Basin. Underlying the area shown on Exhibit A
24 hereto as Puente Basin there is and has been from time immemorial,
25 a certain groundwater basin which is referred to herein as Puente
26 Basin.

27 5. Import Return Water. As early as 1956 and continuing each
28 and every year thereafter, plaintiff ROWLAND WATER DISTRICT and

1 plaintiff WALNUT VALLEY WATER DISTRICT, and each of them, have
2 caused water to be imported into Puente Basin Watershed and to be
3 delivered to their customers. Said imported water has been de-
4 livered and applied for municipal and industrial uses within Puente
5 Basin Watershed and for irrigation on lands overlying Puente Basin.

6 Such use and application of imported water has resulted
7 in, does result in, and will continue to result in, import return
8 water. Such import return waters have become a part of the declared
9 safe yield of Puente Basin. Defendants CITY OF INDUSTRY and
10 INDUSTRY URBAN-DEVELOPMENT AGENCY may in the future cause water to
11 be imported into Puente Basin Watershed and used in and applied to
12 lands overlying Puente Basin Watershed. No party has any right to
13 pump based upon import return water except as set forth in para-
14 graphs 9B and 10A, or as a part of its share of operating safe yield.

15 6. Declared Safe Yield. The safe yield of Puente Basin is
16 declared and determined to be 4400 acre-feet per year.

17 7. No Rights in Remaining Parties Except as Decreed. None
18 of the remaining parties is the owner of or has any right to pump
19 groundwater from Puente Basin, except as herein affirmatively
20 determined and declared.

21 8. Limited Pumping Rights of "Minimum Water User Defen-
22 dants." Each defendant whose name is included on the list attached
23 hereto as Exhibit C, entitled "Minimum Water User Defendants," has
24 the right to produce or extract from Puente Basin each year for
25 beneficial use up to but not in excess of three (3) acre-feet of
26 water per annum. Where two or more names are listed together they
27 are one defendant for purposes of this paragraph and all other
28 provisions of this Judgment with respect to the rights and obliga-

1 tions of a remaining defendant. The right of each such minimum
2 water user defendant is limited to pumping of water for reasonable
3 beneficial uses on the land owned by such defendant overlying Puente
4 Basin as of June 1, 1981, the date on which the complaint was filed
5 in this action. Such pumping right is appurtenant to and is not
6 severable from the overlying land which gives rise to such right.
7 Such pumping right is not transferable except in connection with the
8 said land and as a part thereof. The aggregate of the pumping to
9 be expected in any given year by all of said minimum water user
10 defendants is not expected to be sufficient to affect the ground-
11 water available for pumping by the principal parties. Defendants
12 EDMUND F. AIREY and HELENE M. AIREY, in addition to rights declared
13 in Paragraph 9A(1), have a pumping right as a minimum water user
14 defendant in the same manner and extent as if they were listed
15 together on Exhibit C, with all of the quantitative and other
16 limitations set forth in this paragraph or other paragraphs of this
17 Judgment. Said right, however, is appurtenant only to the overlying
18 land described in Exhibit H, and is not transferable except in
19 connection with said property and as a part thereof.

20 9. Water Rights of Principal Parties. All water rights
21 determined in this paragraph are subject to all terms, conditions,
22 restrictions and limitations contained in this paragraph or else-
23 where in this Judgment.

24 A. Rights Other Than Related to Increased Import Re-
25 turn Water. The principal parties have the following rights to
26 extract groundwater from Puente Basin.

27 / / /

28 / / /

1 (1) Defendants LOS ANGELES ROYAL VISTA GOLF COURSES,
2 INC., ALEXANDER C. WATERHOUSE, EDMUND F. AIREY, HELENE M.
3 AIREY, and BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIA-
4 TION as trustee under the Will of Andre E. Moynier, Deceased,
5 considered collectively ("Golf Course Defendants" sometimes
6 herein) are the owners of and have the right as overlying
7 landowners to pump from Puente Basin for beneficial use on the
8 real property described in Exhibit G the amount of groundwater
9 reasonably required for said property but not exceeding three
10 hundred and six (306) acre-feet of water a year. Except as set
11 forth in paragraph 8 as to defendants EDMUND F. AIREY and
12 HELENE M. AIREY the above right is cumulative of all water
13 rights of said defendants in Puente Basin, is appurtenant to
14 and not severable from the property described in Exhibit G, and
15 is not transferable except in connection with said property
16 and as a part thereof. Such quantity is not subject to
17 increase or decrease by reason of increase or decrease in
18 operating safe yield. Reference hereinafter to said parties'
19 share of operating safe yield shall be deemed to mean said
20 fixed quantity.

21 (2) Plaintiffs ROWLAND WATER DISTRICT and WALNUT VALLEY
22 WATER DISTRICT and Defendants CITY OF INDUSTRY and INDUSTRY
23 URBAN-DEVELOPMENT AGENCY each is the owner of and has the right
24 to extract annually One Thousand Twenty-Three and One Half
25 (1023.5) acre-feet of water from Puente Basin, plus or minus
26 twenty-five percent (25%) of the quantity by which operating
27 safe yield in that year is greater than or less than the
28 declared safe yield.

1 The total of the quantitative rights above set forth
2 (1023.5 x 4 plus 306) equals the declared safe yield.

3 B. Rights Related to Increased Import Return Water.

4 Public agency principal parties shall be entitled to pump an
5 additional quantity of water from Puente Basin determined as
6 follows:

7 (1) The Watermaster shall calculate the additional
8 quantity of water imported by each such party and used by that
9 party or sold for use within the area overlying Puente Basin
10 ("so used or sold") in each year under this Judgment in excess
11 of that quantity, if any, so imported by that party in fiscal
12 year 1984-1985.

13 (2) Fifteen percent (15%) of such excess shall be
14 determined.

15 (3) Such fifteen percent (15%), but not to exceed
16 a total of seven hundred and fifty (750) acre-feet as to
17 plaintiffs WALNUT VALLEY WATER DISTRICT and ROWLAND WATER
18 DISTRICT, collectively, and a total of seven hundred and fifty
19 (750) acre-feet as to defendants CITY OF INDUSTRY and INDUSTRY
20 URBAN-DEVELOPMENT AGENCY, collectively, is the amount of
21 return water credit which said plaintiffs, on the one hand, and
22 said defendants, on the other hand, are entitled to pump in the
23 next succeeding year.

24 Each year, upon receiving the Watermaster's calcu-
25 lations as to the total amount of water imported by each of
26 said plaintiffs and by each of said defendants, and the
27 Watermaster's determinations as to the two total collective
28 amounts of import return water credit available to said

1 plaintiffs and to said defendants, said plaintiffs may deter-
2 mine how such collective credit shall be allocated as between
3 themselves and said defendants may determine how such col-
4 lective credit shall be allocated as between themselves.
5 Written notice of said determinations by said plaintiffs and
6 said defendants shall be given to the Watermaster within
7 thirty (30) days of the receipt of said calculations and
8 determinations from the Watermaster. In the absence of such
9 a written notice within said period the import return water
10 credit otherwise belonging collectively to said two parties
11 shall be determined for and allocated to each of them by the
12 Watermaster based on (1) and (2) above, but not in excess of
13 three hundred and seventy-five (375) acre-feet per year as to
14 each such party.

15 Said return water credits and pumping pursuant
16 thereto are apart from and in addition to said parties other
17 pumping rights and the quantities thereof are not a part of
18 declared safe yield or operating safe yield.

19 10. Principal Parties - Carry-over of Pumping Rights and
20 Permitted Excess Pumping. To provide for flexibility in operation
21 of Puente Basin, the physical solution herein adjudged, and to
22 alleviate problems inherent in any annual basis of operation, the
23 following privileges shall apply.

24 A. Carry-over of Pumping Rights. Each principal party
25 who, during any year commencing on or after the date this Judgment
26 becomes operative does not pump from Puente Basin the quantity of
27 water equal to the annual pumping right of that party less its
28 carry-over into that year is permitted to carry over the unused

1 portion into, and pump the same, in the next ensuing year, but not
2 beyond. The first water pumped in the next ensuing year shall be
3 deemed pursuant to said carry-over.

4 B. Excess Pumping.

5 (1) Principal parties each may pump in any given
6 year from Puente Basin a quantity of water in addition to that which
7 it otherwise would be entitled to pump, not to exceed ten percent
8 (10%) of such party's share of the operating safe yield for such
9 year.

10 (2) Any party who pumps an additional quantity of
11 water pursuant to the authority of subparagraph (1) above, shall
12 have its right to pump water during the following year reduced by
13 the amount so over-extracted.

14 (3) Whenever a party pumps in any given year water
15 in excess of the quantity it is entitled to pump under the foregoing
16 provisions of this Judgment, then such party has to that extent
17 violated this Judgment and its injunctive provisions. Such party's
18 annual pumping right for the following year, or years as needed,
19 shall be reduced by an amount equivalent to its total over-pumping
20 in the particular year in which the over-pumping occurred. In
21 addition, such party shall be subject to remedies for violation of
22 injunction and such other processes and action as the Court might
23 deem appropriate to take with regard to such violation of this
24 Judgment.

25 (4) No party who pumps from Puente Basin in any
26 year a quantity of water greater than that permitted by paragraphs 8
27 and 9 of the Judgment shall acquire any additional rights by reason
28 of such over-extractions.

1 11. Situs of Public Agency Water Rights. The situs of the
2 water rights adjudged by this Judgment to public agency principal
3 parties is as to each of said parties hereby declared to be wholly
4 within the corporate boundaries of each such party. The provisions
5 of this paragraph do not limit where water may be pumped or where
6 water may be used or delivered for use as provided in paragraphs 12
7 and 13, nor limit the transfer provisions of paragraph 13.

8 12. Area of Pumping By and Use of Public Agency Water Pumped
9 from Puente Basin. Water may be pumped by any of the public agency
10 principal parties from anywhere in Puente Basin. Water so pumped
11 may be used by that party or delivered for use by customers thereof
12 within its service area and any newly proposed addition thereto or
13 newly proposed service area, whether within or outside Puente Basin
14 Watershed or within or outside the then corporate boundaries of that
15 principal party. In addition, any such water so pumped may be
16 delivered: (i) to another public agency principal party for use or
17 delivery by it as if pumped by it; and (ii) to some other water
18 purveyor providing water service within the then corporate bound-
19 aries of that public agency principal party for distribution
20 therein.

21 Where a water system of some other water purveyor is
22 partly inside and partly outside such corporate boundaries of the
23 public agency principal party, Puente Basin water delivered to such
24 other water purveyor shall be deemed delivered for distribution
25 within the then corporate boundaries of said public agency princi-
26 pal party up to the quantity of water from whatever source or
27 sources delivered within said corporate boundaries by said other
28 water purveyor.

1 Except as permitted by this paragraph 12, or as to a
2 transferee by paragraph 13, water pumped by any public agency
3 principal party or any of their respective successors in interest
4 shall not be exported by or on behalf of that party or successor from
5 Puente Basin Watershed.

6 13. Transferability of Water Rights.

7 A. The transferability of and restrictions and limita-
8 tions thereon with respect to water rights of all parties not
9 covered by subparagraph B below are set forth in paragraphs 8 and
10 9(A)(1) above.

11 B. The water rights of each public agency principal
12 party may be transferred in whole or in part as among or between
13 those parties, and the transferee may use or deliver water pumped
14 pursuant to such transfer as if such rights had been originally
15 adjudicated to it. The water rights of each public agency principal
16 party also may be transferred in whole or in part to any person other
17 than a public agency principal party provided that as to any such
18 transfer other than a license or lease such transferee becomes a
19 successor party to this Judgment by compliance with subparagraph C
20 below. Any transferee, immediate or mediate, other than a public
21 agency principal party, may only (i) use the water itself; (ii)
22 distribute the same to transferee's customers within the corporate
23 boundaries, from time to time, of the original public agency
24 principal party predecessor; and (iii) distribute the same within
25 any service area of such original public agency principal party
26 predecessor in use at the time of transfer by the latter. Under
27 (ii), the same principle set forth in the second unnumbered sub-
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1 paragraph of paragraph 12 shall apply in determining what quantity
2 of water is deemed delivered within the corporate boundaries.

3 C. If any person shall desire to transfer other than by
4 license or lease to any other person not a party to this Judgment
5 all or any part of the water rights decreed hereunder to any public
6 agency principal party, then whether such transferring person is
7 the original public agency principal party or an immediate or
8 mediate successor to the water rights of such original public agency
9 principal party, such person shall cause such transferee to appear
10 in this action and file a valid and effective express assumption of
11 the obligations imposed upon such original public agency principal
12 party under this Judgment as to such transferred water rights,
13 including but not limited to restrictions as to the area of use as
14 provided in subparagraph B. Such appearance and assumption of
15 obligations shall include the filing in accordance with para-
16 graph 25B below of a designee and designated mailing address for the
17 service of all notices, requests, objections, determinations,
18 decisions, reports and other papers permitted or required by the
19 terms of this Judgment.

20 D. If any public agency principal party or any successor
21 of or to any of the water rights of such party, whether immediate
22 or mediate, shall cease, whether by transfer or otherwise, to own
23 any rights in or to the water supply of the Puente Basin, and as to
24 each transfer of such water rights if the transferor and transferee
25 shall have fully complied with subparagraph C above, then upon
26 application to this Court and after notice and hearing such party
27 or such successor of such party shall thereupon be relieved of and
28 discharged from all then future obligations hereunder.

1 14. No Waiver of Certain Rights. Nothing in this Judgment or
2 any stipulation or consent to its entry shall be deemed to be a
3 waiver by any public agency principal party of any right which any
4 of said parties may have or may acquire (i) to prevent another of
5 said parties, or any persons acting on its behalf, from providing
6 water services or facilities to persons within the boundaries of the
7 former party, or (ii) to recover compensation from another party for
8 any encroachment by another party, or any persons acting on its
9 behalf, upon the service area of the former party. Nothing in this
10 Judgment affirms the existence of or denies any right of the type
11 mentioned.

12 15. No Abandonment or Loss of Water Rights. Any party who
13 fails in any year to pump or have pumped on its behalf the quantity
14 permitted to that party under this Judgment loses the right to pump
15 that annual quantity except as a right of carry-over exists under
16 paragraph 10A of this Judgment. However, it is in the interest of
17 reasonable beneficial use of Puente Basin water that no party with
18 water rights therein be encouraged to pump more water in any year
19 than is actually required. Therefore, failure by any such party to
20 pump all or any part of the annual quantity of water permitted to
21 that party under this Judgment, for whatever number of years, shall
22 not constitute or give rise to loss by abandonment or non-use of the
23 water right as distinguished from inability to carry over the annual
24 pumping entitlement (subject to carry-over under Paragraph 10A).

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1 16. Puente Narrows Agreement.

2 A. The obligations of plaintiffs herein under the
3 Puente Narrows Agreement are and shall be unaffected by any term or
4 provision of this Judgment. Neither this Judgment nor any stipula-
5 tion or consent thereto nor any act pursuant hereto:

6 (1) constitutes or will constitute any defendant
7 herein as a party to that agreement or as an obligor thereunder;

8 (2) nor constitutes or will constitute any person,
9 including but not limited to any party to this Judgment, as a third
10 party beneficiary with respect to any defendant herein and that
11 agreement.

12 B. The responsibilities from time to time of principal
13 defendants under this paragraph 16 are subject to the following
14 conditions precedent.

15 (1) At the time of any payment requested or de-
16 manded of any of them by the Watermaster pursuant to this para-
17 graph 16, plaintiffs are then in substantial compliance with their
18 obligations under the Puente Narrows Agreement. A good faith
19 dispute of plaintiffs under said agreement, where any difference is
20 funded with escrowed funds, shall not be deemed lack of compliance
21 if the same proportion of funds otherwise due from any defendant to
22 Watermaster is to be so escrowed by Watermaster.

23 (2) No accumulated credit of plaintiffs or any of
24 them has been utilized under or pursuant to subparagraph 9a of said
25 Puente Narrows Agreement.

26 C. For any year in which there is an "accumulated
27 deficit" under paragraph 9b of the Puente Narrows Agreement giving
28 rise to an obligation of plaintiffs to make payments during the next

1 succeeding year, the minimum amount of such payments to be made
2 shall be determined and principal defendants shall contribute
3 thereto based upon the following calculations (unless the results
4 of the calculation is "0"). There shall be determined the per-
5 centage that the quantity of pumping by or on behalf of each of the
6 principal defendants during that year and the preceding four years
7 bears to total pumping from Puente Basin, during the same five-year
8 period.

9 Each principal defendant shall respectively (jointly and
10 severally as to Golf Course Defendants) pay to the Watermaster the
11 percentage of plaintiffs' minimum make-up obligation to be made in
12 the next succeeding year under said paragraph 9b determined by
13 applying the percentage so determined as to that defendant. Payment
14 shall be made to Watermaster upon 30 days written demand, but need
15 not be made prior to June 15th of said next succeeding year.

16 Watermaster shall promptly remit said payments to plain-
17 tiff PUENTE BASIN WATER AGENCY, which shall utilize the same toward
18 plaintiffs' obligations under said paragraph 9b of the Puente
19 Narrows Agreement.

20 All matters to be determined under this paragraph 16
21 shall be determined by the Watermaster.

22 D. Any amendment to the Puente Narrows Agreement shall
23 automatically rescind and delete the provisions of this para-
24 graph 16, except an amendment which would increase any then accumu-
25 lated credit or reduce any then accumulated deficit under or
26 pursuant to paragraph 9b of the Puente Narrows Agreement and without
27 increasing any then present or prospective obligation of any
28 principal defendant under this paragraph 16.

1 17. Watermaster Appointment. A Watermaster, comprised of
2 three persons to be nominated as hereinafter provided, shall be
3 appointed by and serve at the pleasure of and until further order
4 of this Court, except as hereinafter provided. One shall be
5 nominated jointly by and through plaintiffs WALNUT VALLEY WATER
6 DISTRICT and ROWLAND WATER DISTRICT, one shall be nominated jointly
7 by and through defendants CITY OF INDUSTRY and INDUSTRY URBAN-
8 DEVELOPMENT AGENCY, and one, herein referred to as the third person,
9 shall be nominated by said two persons duly nominated and appointed
10 by the Court acting upon the nominations of said parties. The first
11 such third person so nominated and so appointed by the Court shall
12 serve from the date of such appointment until December 31 of the
13 second full calendar year following such appointment, and there-
14 after the third person member of the Watermaster shall be so
15 nominated and so appointed by the Court to serve a term of three
16 calendar years. Such persons shall as Watermaster represent the
17 interests of all persons producing or extracting water from the
18 Puente Basin. Any member of the Watermaster may be removed by the
19 same procedure as for nomination of the member. Upon or coincident
20 with resignation, death or removal of any member, a substitute
21 member shall be nominated, and appointed by Court order, in the same
22 manner as the former member was nominated and appointed. The term
23 of the third person shall not continue beyond its fixed date of
24 termination for any reason. Any person can be renominated.

25 For good cause, the Court may reject any nominations.
26 Each such nomination shall be in writing, served upon all parties
27 entitled to notice thereof under paragraph 24, and filed with the
28 Court. It shall contain the written acceptance of the nominee.

1 18. Watermaster Power and Duties - Annual Determination of
2 Operating Safe Yield. The Watermaster annually shall determine the
3 operating safe yield of Puente Basin for the succeeding year and
4 estimate the same for the next succeeding four (4) years. Insofar
5 as practicable, and absent a water shortage emergency or threatened
6 water shortage emergency, the Watermaster shall attempt to maintain
7 water levels which will in turn maintain an accrued credit for
8 plaintiffs against their base underflow obligations under the
9 Puente Narrows Agreement of at least one thousand (1,000) acre-
10 feet.

11 A. Otherwise, in making such determinations and esti-
12 mates the Watermaster shall be governed in the exercise of its
13 discretion by the following criteria:

14 (1) the Watermaster shall be guided by water lev-
15 els as measured by wells in the basin for previous year, the current
16 year and as estimated for the subsequent year;

17 (2) the accrued credit or the accrued debit for the
18 previous year under paragraph 9b of the Puente Narrows Agreement,
19 estimates for the current year and the subsequent years;

20 (3) the subsurface flow for the previous year and
21 estimates for the current and subsequent year;

22 (4) the cost of alternate sources of water, and
23 availability of such sources;

24 (5) and the amount of water pumped from Puente
25 Basin by all persons in the previous year and the estimated amount
26 to occur in the current year and the next subsequent year.

27 B. The procedures to be followed in fixing the operat-
28 ing safe yield shall be as follows:

1 (1) On or before the first Monday in April of each
2 year, the Watermaster shall make a preliminary determination of
3 operating safe yield for the succeeding five (5) years, together
4 with the quantity of annual pumping right which would be applicable
5 to each principal defendant for the next succeeding year, subject
6 to later adjustment for any applicable carry-over, excess pumping,
7 and import return water credit. Said determination shall be made
8 in the form of a report containing a summary statement of the
9 considerations, calculations and factors utilized by the Water-
10 master in arriving at each of such operating safe yields.

11 (2) A copy of said preliminary determinations and
12 report shall be mailed to each principal party to this Judgment at
13 least ten (10) days prior to a hearing by Watermaster to be held the
14 first Monday in May, at which time objections or suggested correc-
15 tions or modifications of said determinations shall be considered.
16 It shall be mailed concurrently to each other party who has
17 requested the same in writing delivered to the Watermaster no later
18 than February 15 of that year. Each such written request must be
19 renewed for each year. Said hearing shall be held pursuant to
20 procedures adopted by the Watermaster. Within thirty (30) days
21 after completion of said hearing the Watermaster shall mail to each
22 party entitled to have received the preliminary determinations and
23 report, a final report and determination of the operating safe yield
24 for the succeeding year, and its estimate of the operating safe
25 yield for each of the succeeding four (4) water years. Any such
26 party, within thirty (30) days of mailing of notice of said
27 determination, may, by a regularly-noticed motion, petition the
28 Court for an order to show cause for review of said determinations

1 by the Watermaster, and thereupon the Court shall hear such objec-
2 tions and settle such dispute. Unless so ordered by the Court, such
3 petition shall not operate to stay the effect of said report and
4 determinations. In the absence of such review proceeding the
5 determinations of the Watermaster shall be final.

6 C. At such time as said determination by the Water-
7 master of the operating safe yield for Puente Basin during the
8 succeeding water year shall become final, each party hereto shall
9 be bound by such determination and its annual pumping right for such
10 year shall be in accordance with such determination, subject to
11 adjustments for any applicable carry-over, excess production, and
12 import return water credit.

13 19. Additional Watermaster Powers and Duties. The Water-
14 master shall have the following additional powers and duties and any
15 other powers or duties given by this Court.

16 A. The Watermaster shall promptly upon confirmation
17 establish and enforce rules for installation and maintenance of
18 water meters by remaining parties and shall calibrate the same as
19 it deems appropriate from time to time, provided that 12 acre-feet
20 of water may be produced annually from PARCEL 26 of Exhibit G for
21 use on the land described in Exhibit H without prior metering, and
22 such production and use shall be estimated by the Watermaster and
23 charged against the right of the Golf Course Defendants to pump 306
24 acre-feet under paragraph 9A(1) above. Watermaster may exempt some
25 or all minimum water user defendants, unless the Watermaster
26 determines that it is probable that a party's production exceeds or
27 will exceed three acre-feet per year.

28 / / /

1 B. The Watermaster shall annually determine a budget
2 pursuant to paragraph 21.

3 C. The Watermaster shall take all steps necessary to
4 make the following required determinations and calculations for
5 each year promptly after the end of each year.

6 (1) The amount of water pumped by each party and
7 each non-party to the Judgment and the total water pumped. In this
8 connection for pumpers not metered, the Watermaster shall make
9 estimates based on available information.

10 (2) The amount of base underflow from Puente Basin
11 to the Main San Gabriel Basin.

12 (3) The amount of water imports entering into
13 calculations of import return water credit under paragraph 9B.

14 (4) The quality of the groundwater of Puente
15 Basin. In this regard, Watermaster shall utilize samples from
16 existing wells from time to time.

17 D. Promptly after making the determinations required
18 by subparagraph C above the Watermaster shall take all steps
19 necessary to make the following determinations and decisions for
20 each water year as soon after the beginning of such year as
21 feasible;

22 (1) The "return water credit" to which any public
23 agency principal party is entitled for such year.

24 (2) The amount of any allowed annual carry-over
25 from the prior year to which any principal party is entitled under
26 paragraph 10A.

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1 (3) The amount of any excess pumping by any party
2 and the amount of reduction in pumping which is required of that
3 party because of such excess pumping.

4 (4) Each party's annual pumping right for such
5 year, and the components thereof.

6 (5) With respect to the matters governed by para-
7 graph 16 above, all matters necessary to determine obligations
8 under paragraph 16 and to administer that paragraph on a continuing
9 basis.

10 (6) Any other act, determination or decision re-
11 quired under any other paragraph of this Judgment or reasonably
12 deemed necessary concerning the rights of any party to pump water
13 from Puente Basin under this Judgment.

14 E. The Watermaster shall report in writing to the Court
15 and to each principal party and any other party entitled to notice
16 under paragraph 24 not more than three (3) months after the end of
17 each fiscal year the determinations and decisions required by this
18 paragraph 19, provided that determinations as to the operating safe
19 yield shall be reported as provided in paragraph 15 above.

20 F. The Watermaster shall collect and maintain all data
21 necessary to make the determinations and decisions required under
22 the provision of this Judgment or to discharge the duties hereby
23 imposed on the Watermaster.

24 G. The Watermaster may conduct such investigation of
25 present and planned operations of any minimum water user defendant
26 as may be appropriate.

27 In accordance with, and subject to the provisions of
28 paragraph 21 below, the Watermaster shall have the power to charge

1 and collect from the parties to this Judgment sums determined to be
2 necessary to pay the costs of Watermaster operations and to dis-
3 charge Watermaster's duties and responsibilities under this Judg-
4 ment.

5 20. Certain Obligations of Parties - Meters, Cooperation
6 With Watermaster. The parties required to meter under Watermaster
7 rules shall install and maintain said meters in good working order
8 at their own expense. Said parties shall promptly repair any meter
9 found by the Watermaster to be outside a tolerance of +5% to -5%,
10 and replace meters as determined by Watermaster to be necessary.

11 Each party shall make available to Watermaster upon
12 written request any information or data reasonably required by the
13 Watermaster to fulfill its duties under this Judgment.

14 21. Watermaster Budget and Allocation.

15 A. In addition to the above-specified administrative
16 powers and duties, the Watermaster shall prepare a tentative
17 operating budget for each year commencing with the second year
18 hereunder, stating the estimated fees, compensation and expenses
19 for discharging the duties of the Watermaster set forth in this
20 Judgment. The Watermaster shall mail a copy of the tentative budget
21 to each of the parties at the same time at least sixty (60) days
22 before the beginning of each year. If any party has an objection
23 to a tentative budget, or any suggestions with respect thereto, that
24 party shall present the same in writing to the Watermaster within
25 fifteen (15) days after service of the tentative operating budget
26 upon it. If no objections are received, the tentative operating
27 budget shall become the final operating budget. If objections to
28 the tentative operating budget are received, the Watermaster shall,

1 within fifteen (15) days after the expiration of the time for
2 presenting objections, consider all such objections, prepare a
3 final operating budget, and mail a copy thereof to each party,
4 together with a statement of the amount assessed, if any, to each
5 party, computed as provided in subparagraph (c) below. If the
6 Watermaster denies any objection in whole or in part, the party
7 whose objection was so denied may, within fifteen (15) days after
8 service of the final operating budget upon it, make written objec-
9 tion to such denial by filing its objections with the Court after
10 first mailing a copy of such objections to each party, and such
11 party shall bring its objections on for hearing before the Court
12 upon notice and motion and at such time as the Court may direct. If
13 the Watermaster makes a change in the tentative operating budget,
14 then any party may within fifteen (15) days after service of the
15 final operating budget upon it object to any such change by
16 following the procedure prescribed above in the case of a denial of
17 an objection to the tentative operating budget. If objection to the
18 final operating budget is filed with the Court as herein provided
19 and brought on for hearing, then such final operating budget may be
20 confirmed or adjusted in whole or part as the Court may deem proper.

21 B. With respect to the first year following the effec-
22 tive date of this Judgment the operating budget is hereby fixed at
23 \$18,000, which budget is allocated as follows: \$1,250 jointly and
24 severally to Golf Course Defendants and \$4,187.50 to each of the
25 other principal parties. Said sums shall be paid to the Watermaster
26 within thirty (30) days after the effective date of this Judgment.

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1 C. The fees, compensation and expenses of the Water-
2 master shall be borne by the principal parties and/or the trans-
3 ferees of their water rights, and shall be allocated each year after
4 the first year based upon each such party's or transferee's pro-
5 portionate share of the total production rights of all such parties
6 and transferees for the year during which the fees and compensation
7 will be earned and the expenses incurred. In determining such
8 proportionate share the Watermaster shall use production entitle-
9 ments to the operating safe yield as determined under paragraph 18
10 above for such year, including any return flow credit but not
11 including any carry-over right.

12 D. Payment of the amount assessed to a principal party
13 or transferee of the water rights of such a party, whether or not
14 subject to adjustment by the Court, shall be paid on or prior to the
15 beginning of the year to which the final operating budget and
16 statement of assessed costs is applicable. If such payment is not
17 made on or before said date, the Watermaster shall add a penalty of
18 ten percent (10%) thereof to the statement, and the basic amount so
19 assessed shall bear interest at the rate of one and one-half percent
20 (1 1/2%) per month or any portion thereof from the date such payment
21 becomes delinquent. Payment required hereunder may be enforced by
22 execution issued out of this Court, or as may be provided by order
23 hereinafter made by this Court. All such payments and penalties
24 received by the Watermaster shall be expended for the administra-
25 tion of this Judgment. Any money remaining at the end of any year
26 shall be available for use in the following year.

27 E. Notwithstanding anything to the contrary in this
28 paragraph 21, the Golf Course Defendants shall not on the basis of

1 the water rights decreed to them by paragraph 9A(1) above, be
2 assessed for their share of the fees, compensation and expenses of
3 the Watermaster in any year an amount greater than ten percent (10%)
4 of the operating budget for the year.

5 22. Watermaster Records - Location and Availability. Water-
6 master's offices and records shall be maintained at the offices of
7 plaintiff WALNUT VALLEY WATER DISTRICT, 271 South Brea Canyon Road,
8 Walnut, California 91789, provided that no rent charge is made
9 therefor or for Watermaster meetings or other Watermaster func-
10 tions. However, reasonable charges may be made for reasonable
11 secretary and reproduction expenses as agreed upon in writing by the
12 WALNUT VALLEY WATER DISTRICT and the Watermaster. All records,
13 reports and data received, maintained or compiled by the Water-
14 master shall be open upon reasonable notice and at reasonable times
15 to inspection by any principal party or any minimum water user
16 defendant or such party's or such defendant's representative.
17 Copies of said records, reports and data may be had by any party upon
18 payment of the duplication and any preparation costs thereof.

19 23. Watermaster Determinations - Objections and Appeal. Any
20 principal party or transferee party of the water rights of such
21 party who objects to any determination or decision made by the
22 Watermaster pursuant to paragraphs 18 or 19 above, may make such
23 objection in writing to the Watermaster within thirty (30) days
24 after the Watermaster gives the required written notice of such
25 determination or decision. Within thirty (30) days after expira-
26 tion of the time within which such objection may be made, the
27 Watermaster shall consider all objections thereto and shall amend,
28 modify or affirm the determination or decision and give notice to

1 all principal parties and parties who are their transferees and
2 shall file a copy of such final determination or decision with the
3 Court. If the Watermaster denies any objection in whole or in part,
4 the party whose objection was so denied may within thirty (30) days
5 after service of the final determination or decision upon it, make
6 written objection to such denial by filing its objections with the
7 Court after first mailing a copy of such objections to the Water-
8 master and to each other party, and such party shall bring its
9 objections on for hearing before the Court upon notice and motion
10 and at such time as the Court may direct. If the Watermaster shall
11 change or modify any determination or decision, then any party may
12 within fifteen (15) days after service of such final determination
13 or decision upon it object to such change or modification by
14 following the procedure prescribed above in the case of a denial of
15 an objection to the first determination or decision. If objection
16 to a final determination or decision is filed with the Court as
17 herein provided and brought on for hearing, then such final deter-
18 mination or decision may be confirmed or modified in whole or in
19 part as the Court may deem proper. Notwithstanding the time that
20 may be required for any determination or decision made by the
21 Watermaster under paragraph 18 or 19 of this Judgment to become
22 final, any such determination or decision shall be deemed effective
23 for all purposes of this Judgment as of the beginning of the year
24 for which such determination or decision is being made.

25 24. Notices by Parties and Watermaster. All notices, re-
26 quests, objections, determinations, decisions, reports and other
27 papers permitted or required by law or by the terms of this Judgment
28 shall be given or made by written document. All such items need only

1 be given or made to the principal parties, successors thereof and
2 the Watermaster; provided, however, in any specific subsequent
3 proceeding in which an attorney appears on behalf of a principal
4 party or successor thereto, such notice shall also be given to said
5 attorney-of-record in such subsequent proceeding. All such items
6 shall be served by first class mail, postage prepaid, addressed to
7 the designee and at the address designated for that purpose in
8 accordance with paragraph 25 below or to the Watermaster at its then
9 business address of record, or to such attorney-of-record in such
10 subsequent proceeding at his or her then address of record. No
11 further notice of any kind as to any matter arising hereunder need
12 be given, made or served. Except for any such subsequent proceeding
13 in which an attorney-of-record appears, all attorneys-of-record
14 are hereby relieved of any and all responsibility for responding to
15 or taking any action in respect of any notice, request, objection,
16 determination, decision, report or other paper permitted or re-
17 quired by law or by the terms of this Judgment.

18 25. Designees of Parties for Service and Appeals.

19 A. Each principal party except defendant CITY OF
20 INDUSTRY has by the Stipulation for Judgment executed and filed
21 herein made a designation of the person and that designee's desig-
22 nated mailing address, upon whom service shall be made of all
23 notices, requests, objections, determinations, decisions, reports
24 and other papers permitted or required to be served by the terms of
25 this Judgment upon a principal party or a transferee of a principal
26 party. Defendant CITY OF INDUSTRY shall promptly file herein and
27 serve upon all other principal parties its designation of the person

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1 and that person's mailing address upon whom such service shall be
2 made.

3 B. Each transferee of a principal party of a water
4 right under paragraph 9 above shall at the time such transferee
5 appears in this action and files an assumption of the obligations
6 imposed upon such transferring party as to such transferred water
7 rights, and in the same document, designate the person and the
8 party's mailing address, upon whom service shall be made of all
9 notices, requests, objections, determinations, decisions, reports
10 and other papers permitted or required to be served by the terms of
11 this Judgment upon such transferee as the successor-in-interest of
12 water rights of such transferring party.

13 C. If any principal party or any transferee of a water
14 right of a principal party shall desire to change its designee for
15 notice purpose or its designation of a mailing address, such party
16 shall file a written notice of such change with the clerk of this
17 Court and shall serve a copy thereof on the Watermaster. Upon the
18 receipt of any such notice the Watermaster shall promptly give
19 written notice thereof to each principal party and to each trans-
20 feree of water rights of a principal party. Any such later designa-
21 tion of a person or a mailing address for service purposes shall be
22 effective from the date of filing.

23 D. The Watermaster shall maintain a current list of
24 designees of each principal party and each transferee of water
25 rights of a principal party, together with the current designated
26 mailing address of such party.

27 E. Any reference in this Judgment to the service of
28 notices, requests, objections, determinations, decisions, reports

1 or other papers upon a party to this Judgment, shall be satisfied
2 by the making of service upon the person designated by such party
3 as its designee under this paragraph 25.

4 26. Report of Transfers, Leases and Licenses of Water Rights.

5 A. Any voluntary transfer of any water right decreed
6 herein to a principal party under paragraph 9 above shall be in
7 writing with a copy furnished promptly to the Watermaster by the
8 transferor. Every transfer of any right shall be reported promptly
9 in writing to the Watermaster by the transferor.

10 B. A report of a transfer of water rights shall contain
11 all of the information required to be given by the Watermaster under
12 subparagraph C below, and such additional matters as may be required
13 by Watermaster's rules.

14 (c) As to each transfer covered by subparagraph A above,
15 the Watermaster shall give prompt written notice to each principal
16 party and to each party transferee of the water rights of such
17 party. Such notice by the Watermaster shall contain the following
18 information as to each such transfer:

- 19 (1) The identity of the transferor.
20 (2) The identity of the transferee.
21 (3) The effective date of the transfer.
22 (4) The effective date of the termination of the
23 transfer, if any.
24 (5) A brief description of the document by which
25 such transfer is made, and the recording data,
26 if any.
27 (6) The quantity of water rights transferred.

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1 (7) A statement as to whether the transfer was
2 voluntary or involuntary, including a trans-
3 fer by operation of law.

4 (8) A statement whether or not after such transfer
5 the transferor still has or claims to have any
6 of the water rights which are the subject of
7 paragraph 9 of this Judgment.

8 27. Injunction as to Parties.

9 A. Commencing with the operative date of this sub-
10 paragraph each remaining party (including in the word "party" only
11 for purposes of this paragraph the members of their governing bodies
12 and board of directors, if any, and their officials, officers,
13 employees, agents, transferees and successors in interest, all from
14 time to time), is enjoined and restrained from pumping water from
15 Puente Basin or exporting same from Puente Basin Watershed except
16 as specifically permitted by this Judgment.

17 B. Commencing with the operative date of this sub-
18 paragraph, each remaining party is ordered to comply with all
19 provisions of this Judgment and all rules and regulations of the
20 Watermaster as finally adopted and applicable to such party, and
21 each such remaining party shall furnish to the Watermaster re-
22 quested information as provided in paragraph 20.

23 28. Continuing Jurisdiction. The court shall have continu-
24 ing jurisdiction to amend or modify the provisions of this Judgment,
25 on appropriate notice, to accomplish the objectives thereof con-
26 sistent with the rights and obligations determined, declared and
27 decreed herein; provided that no amendment of the provisions of
28 paragraphs 7, 8, 9, 10, 12, 13, 15 or 16 shall be made, although

1 permitted transfers of water rights determined, declared and de-
2 creed hereunder may be recognized and implemented.

3 29. Effective and Operative Date of Judgment. The effective
4 date of this Judgment is the date of its filing. All paragraphs of
5 this Judgment shall become operative upon its effective date except
6 for paragraphs 8, 9, 10, 12, 16 and 27A which shall become operative
7 commencing with the year (July 1 - June 30) which is at least three
8 months after said effective date.

9 30. Costs. All parties shall bear their own costs of suit.

10 31. Incorporated Exhibits. Exhibits A through H to this
11 Judgment are made a part hereof and are set forth in the following
12 pages of this Judgment.

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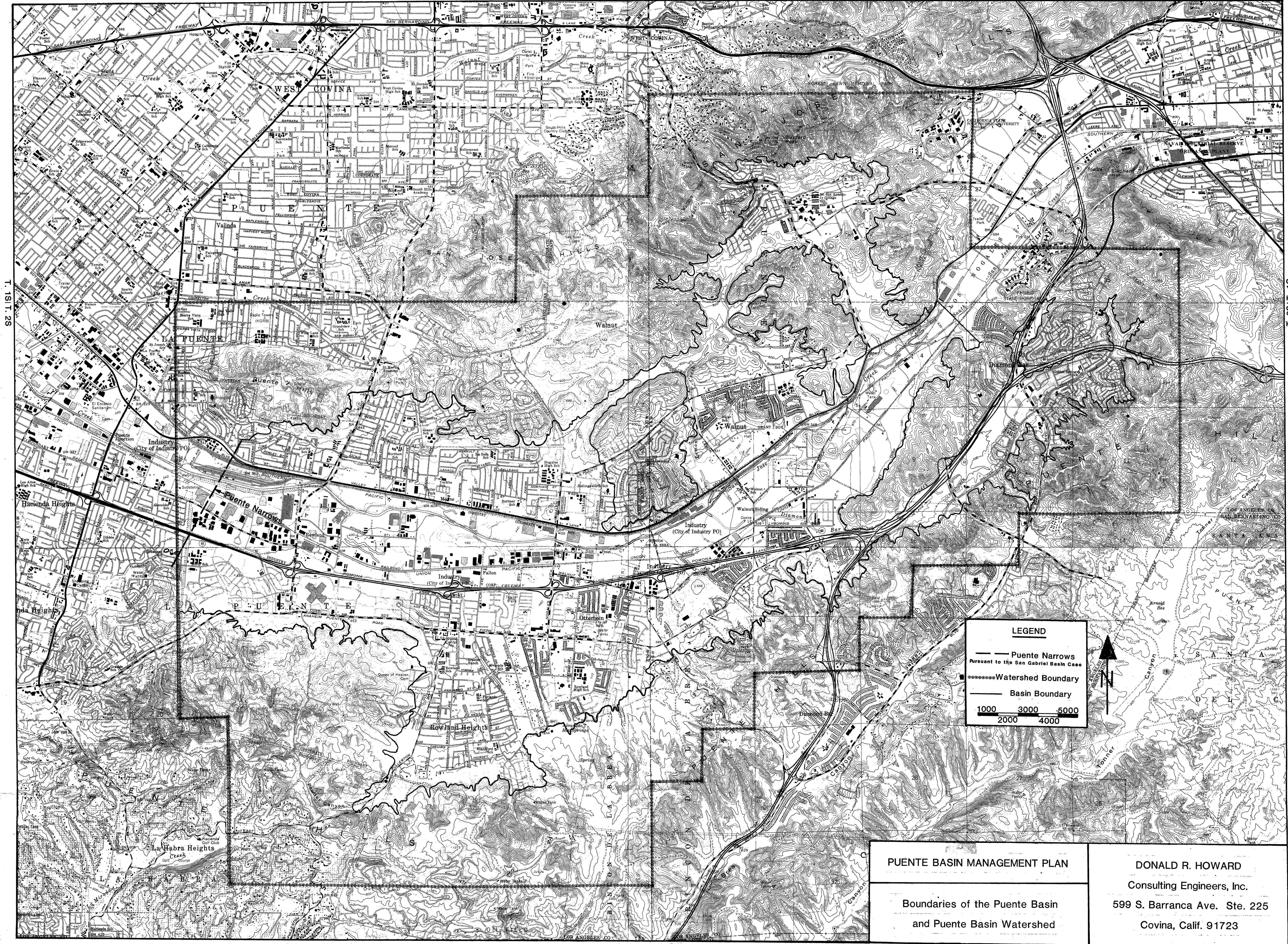
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T. 1S/T. 2S

T. 2S/T. 1S

LEGEND

- Puente Narrows
Pursuant to the San Gabriel Basin Case
- Watershed Boundary
- Basin Boundary

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PUENTE BASIN MANAGEMENT PLAN	DONALD R. HOWARD Consulting Engineers, Inc.
Boundaries of the Puente Basin and Puente Basin Watershed	599 S. Barranca Ave. Ste. 225 Covina, Calif. 91723

Exhibit B

LEGAL DESCRIPTION OF THE PUENTE BASIN WATERSHED

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

Beginning at the Northeast corner of Section 2, Township 2 South, Range 9 West, San Bernardino Base and Meridian;

thence southerly along the easterly line of said Section 2 and continuing along the easterly line of Section 11, Township 2 South, Range 9 West to the Southeast corner of said Section 11;

thence westerly along the southerly line of said Section 11 and continuing along the southerly line of Section 10, Township 2 South, Range 9 West, said line also being the northerly line of Section 15, Township 2 South, Range 9 West, to the Northwest corner of the Northeast quarter of said Section 15;

thence southerly along the westerly line of said Northeast quarter of Section 15 to the Southwest corner of said Northeast quarter of Section 15;

thence westerly along the southerly line of the Northwest quarter of said Section 15 and continuing along the southerly line of the Northeast quarter of Section 16, Township 2 South, Range 9 West, to the Southwest corner of said Northeast quarter of said Section 16;

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1 thence southerly along the easterly line of the
2 Southwest quarter of said Section 16 to the southerly
3 line of said Section 16;
4 thence westerly along the southerly line of said
5 Section 16 to the Northeast corner of Section 20, Town-
6 ship 2 South, Range 9 West;
7 thence southerly along the easterly line of said
8 Section 20 to the Southeast corner of the North half of
9 said Section 20;
10 thence westerly along the southerly line of said
11 North half of Section 20 to the westerly line of said
12 Section 20;
13 thence southerly along the westerly line of said
14 Section 20 to the Southwest corner of said Section 20;
15 thence westerly along the westerly prolongation of
16 the southerly line of said Section 20 a distance of two
17 thousand six hundred forty (2,640) feet;
18 thence South a distance of two thousand six hundred
19 forty (2,640) feet;
20 thence West to an intersection with the westerly
21 line of Range 9 West, said line being also the easterly
22 line of Range 10 West;
23 thence southerly along the westerly line of said
24 Range 9 West a distance of five thousand two hundred
25 eighty (5,280) feet;
26 thence West a distance of twenty-one thousand one
27 hundred twenty (21,120) feet;
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1 thence North to the easterly prolongation of the
2 southerly line of Section 20, Township 2 South, Range 10
3 West;
4 thence westerly along said prolongation of the
5 southerly line of said Section 20 to the Southeast corner
6 of said Section 20;
7 thence North to the northerly line of Township 2
8 South, said line being also the southerly line of Town-
9 ship 1 South;
10 thence easterly along said northerly line of Town-
11 ship 2 South a distance of seventeen thousand one hundred
12 sixty (17,160) feet;
13 thence North a distance of five thousand two hundred
14 eighty (5,280) feet;
15 thence East to an intersection with the easterly
16 line of Range 9 West, said line being also the westerly
17 line of Range 10 West;
18 thence northerly along the easterly line of Range 9
19 West a distance of five thousand two hundred eighty
20 (5,280) feet;
21 thence East to an intersection with the northerly
22 prolongation of the easterly line of Section 28, Township
23 1 South, Range 9 West;
24 thence southerly along said prolongation of the
25 easterly line of said Section 28 and continuing along the
26 easterly line of said Section 28 to the Southeast corner
27 of said Section 28;
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1 thence South a distance of two thousand six hundred
2 forty (2,640) feet;

3 thence East to an intersection with the northerly
4 prolongation of the easterly line of Section 2, Township
5 2 South, Range 9 West;

6 thence southerly along said prolongation of the
7 easterly line of said Section 2 of the Point of Beginning.

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EXHIBIT C

"Minimum Water User Defendants"

GROUP "C" - CORPORATIONS

Corporation of the Presiding Bishop of the Church of Jesus
Christ of Latter Day Saints

Owens Illinois, Inc.

Scovill Manufacturing Company, a Connecticut corporation

Southern California Edison Company

Stoody Company

Teledyne, Inc.

GROUP "D" - PARTNERSHIPS

Pomona Islander

GROUP "E" - INDIVIDUALS

Ernest M. Briles

Gary Briles

Mary J. Briles

P. Albert Faure (erroneously named as Albert Faure)

John M. Galleano

Melvin I. Harper

Francis H. Maloney

Mary A. Maloney

Edward J. Pilario

/ / /

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EXHIBIT D

"Disclaiming Defendants Stipulating to Entry of Default
and Determination of No Water Rights"

GROUP "A" - MUNICIPAL CORPORATIONS OR BODY POLITIC

The City of La Puente, a municipal corporation

The City of Pomona, a municipal corporation

County of Los Angeles, a body politic and corporate

GROUP "B" - PUBLIC AGENCY OR PUBLIC DISTRICT

Hacienda La Puente Unified School District

Los Angeles County Flood Control District

Pomona Unified School District

Rowland Unified School District

Walnut Valley Unified School District

GROUP "C" - CORPORATIONS

American Industrial and Commercial Developers, Inc.

Archinvest Corporation, N.V.

Aro Corp.

Bielec Enterprises, Inc.

Fred H. Bixby Ranch Company

M. J. Brock and Sons, Inc.

California Institute of Technology

CC&F Industry Properties, Inc.

Colonel Baker Home For Retired Ministers

Cutter Laboratories, Inc.

Dasco Co.

Diamond Bar Development Corp.

Diamond Bar Hills Club, Inc.

1 Edro Engineering, Inc.
2 Farmers New World Life Insurance Company,
3 a Washington corporation
4 First Baptist Church of Walnut Valley
5 Fuller Theological Seminary
6 General Electric Company
7 General Telephone Company of California
8 The General Tire Realty Company, an Ohio corporation
9 GWCC Development Corp.
10 John Hancock Mutual Life Insurance Company,
11 a Massachusetts corporation
12 Indal Aluminum, a division of Indal, Inc., successor in
13 interest to Consolidated Aluminum Corporation
14 JEC Investments Co., successor to Lewis Properties, Inc.
15 Kim Lighting, Inc.
16 Laika Corp.
17 L P L Industries, Inc.
18 Macco Corporation
19 John F. Moloney and Company (erroneously named as "John F.
20 Maloney")
21 The Maytag Company, a Delaware corporation
22 Meyer Investment Properties, Inc.
23 MTI Corp.
24 New England Mutual Life Insurance Company,
25 a Massachusetts corporation
26 Oltmans Construction Co.
27 Oro Construction Co.
28 Pacific Latin American District Council of The Assemblies of God

1 J. C. Penney Properties, Inc. (erroneously named as
2 "J. C. Penny Properties, Inc."
3 The Presbytery of Los Angeles
4 Presley of Southern California
5 The Prudential Insurance Company of America,
6 a New Jersey corporation
7 Public Storage Management, Inc. sued herein as
8 Public Storage, Inc.
9 Ralee Engineering Co.
10 Rancho Los Alamitos Corp.
11 Reuland Electric Company
12 Rexnord, Inc.
13 Roman Catholic Archbishop of Los Angeles
14 Seymour Realty Register
15 Southern Pacific Transportation Co.
16 Sully-Miller Contracting Company
17 Tally's Truck Line
18 Transamerica Development Company
19 Vecchione Investment Co.
20 Vogel Properties, Inc.
21 Von's Grocery Company, a Delaware corporation
22 84 Lumber Company (erroneously named as "84 Lumbar Co.")
23 GROUP "D" - PARTNERSHIPS
24 Amiloc Development Co.
25 CH Ranch Co.
26 Family Affair, Ltd. - 1971
27 First Home Investments
28 The Hannah Co.

1 Heltzer Enterprises-Brookfield Walnut
2 Heltzer Enterprises-Walnut Industrial Park
3 Leonard Ranch
4 LSE-Industry
5 Norwich Associates, a New York partnership
6 Property Research Fund-II
7 Railroad Street Partnership
8 Samuelson Bros.
9 Triple R.
10 GROUP "E" - INDIVIDUALS
11 Lucy O. Alvarez
12 Larry Armour
13 Marie A. Baum
14 Michael G. Berolzheimer
15 Phillip C. Berolzheimer
16 Stanley Black
17 Hazel D. Book
18 Morris S. Book
19 S. K. Bourns
20 Jean Bourns
21 Albert E. Carrey
22 Arthur T. Cox
23 Frank W. Denny
24 Eli G. Dubrow
25 Mary Dubrow
26 Jack C. Ecoff
27 Lawrence E. Elrod
28 Annie K. Endres

1 George H. Engelage
2 Frank R. Erro
3 Ida Erro
4 Frederick Feck
5 Ruby Jeanetta Galland
6 Thomas Galland
7 Charles Jaramillo
8 Jeannie M. Jaramillo
9 Arthur H. Kaplan
10 Patricia H. Ketchum, successor in interest of
11 Stuart M. Ketchum
12 Edward Kipling
13 Lois A. Kipling
14 Jane R. Leibel
15 Dorothy Jean Leming
16 Gene Leming
17 Normand A. Levesque
18 Marylyne M. Mehl
19 Ross Mehl
20 Frank Mendez
21 Ivan Mendoza
22 Terry J. Mendoza
23 Lawrence A. Mitchell
24 Lois Mitchell
25 Charles McConaughy
26 Lorraine McConaughy
27 Charles F. Nichols
28 Judith A. Nichols

1 Ruby P. Patritti
2 Luis Rios
3 Margarita Rios
4 Jack D. Samuelson
5 Robert A. Samuelson
6 Lorene M. Shelton
7 Joseph Sherman
8 Ruth P. Simmons
9 Hayward Soohoo
10 Charles Terranova, Jr.
11 Van N. Walls
12 Estate of Lloyd S. Whaley, deceased, Lloyd A. Whaley,
13 Executor
14 Don A. Winneguth
15 Patricia M. Winneguth
16 Debra M. Wong
17 Stephen B. Wong
18 Edward J. Zahorick
19 GROUP "F" - FIDUCIARIES
20 George A. Cordingly, Jr., Burdette Sadler & Elaine Russell,
21 as Trustees under the Will of George A. Cordingly, Deceased
22 Cushman Family Trust "B"
23 Marvin B. Donsker, Trustee Under the Trust Agreement of 7/19/79
24 J. E. Libaw, as Trustee of Libaw Family Trust
25 Chester L. Mitchell as Trustee of the Chester L. Mitchell Family
26 Trust Dated December 19, 1973
27 Ray B. Mitchell, as Trustee of the Ray B. Mitchell Family Trust,
28 Dated December 9, 1973

1	Harold F. Pemberton & Maxine G. Pemberton, as Trustees
2	/ / /
3	/ / /
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EXHIBIT E

"Defendants Whose Default Has Been Entered
Otherwise Than On the Basis of a Stipulation"

Defendants Served - No Appearance

GROUP "C" - CORPORATIONS

R. L. Arcinage, Inc.

Bell Memorial United Methodist Church

Butler-Umark and Umark, Inc.

Central California Livestock, Inc.

Citizens Savings and Loan Association

Congoleum Corporation

Cordingly Enterprises, Inc.

Creftcon Industries, Inc.

Cunningham Building Specialties, Inc.

Day and Night Manufacturing

Federated Dept. Stores, Inc.

First Baptist Church of Rowland Heights

Gabriele Macaroni, Inc.

The Good Guys, Inc.

H.T.M. Development, Inc.

Investco Associates, Inc.

Iodent Co., also known as Iodent Chemical Co.

Jiffy Packing, Inc.

The Lyon Realty Co.

G. A. MacDonald Construction Co.

Martin Shower Door Company, Inc.

Moore Plastic Industries, Inc.

1 Occidental Life Insurance
2 Pacific Island Development Co.
3 Pomona Valley Land Development Company
4 Puente Post No. 1944 Veterans of Foreign Wars of the
5 United States
6 Redeemer Lutheran Church of La Puente
7 Rowland Land Company
8 Robert C. Sebring Construction Co.
9 J. F. Shea, Inc.
10 Southern California District of the Lutheran Church,
11 Missouri Synod
12 Southern Pacific Industrial Development Company,
13 a Texas corporation
14 Sutherland Building Material Supermart, Inc.
15 Synod of Southern California
16 Third Fishland Properties Corp.
17 Torite Enterprises, Inc.
18 Tragniew, Inc.
19 Utility Trailer
20 Zelman Development Co.
21 Zenith Specialty Bag, Inc.
22 GROUP "D" - PARTNERSHIPS
23 Arciero & Arciero
24 Roy F. Benton Feed Yard
25 Continental Apartments, Ltd.
26 Crow-Los Angeles #9
27 Horst and Stafford
28 / / /

1 Laurelwood Homes
2 PJB Investment Co.
3 S.C.I.P. Associates, Ltd.
4 Walnut Valley Industrial Park
5 W.H.A. Investment
6 GROUP "E" - INDIVIDUALS
7 Mary A. Abbott
8 Orris D. Abbott
9 Marion T. Allen
10 Dean F. Anderson
11 Orovene O. Anderson
12 Hortense G. Bassett
13 Alfred E. Benton
14 J. P. Bourdet
15 Don Brage
16 Laura Buccola
17 S. Russell Buccola
18 John W. Burrows
19 Margrette D. Burrows
20 Frances L. Bush
21 Frederick E. Bush
22 Domenic Cagliero
23 A. E. Carrey
24 H. P. Carrey
25 Donald Carroll
26 Shirlee M. Carroll
27 Dorothy V. Cauffman
28 Fern P. Cauffman, erroneously named as "Fern P. Caufman"

1	John R. Cauffman
2	Maurice Z. Cofer
3	Shirley M. Cofer
4	George A. Cordingly, Jr.
5	Frederick B. Cordova
6	Joan M. Cordova
7	Wayne Crowder
8	Robert B. Dicken
9	Clarence H. Duke
10	Thelma Duke
11	George C. Dunn
12	David L. Gentle
13	Francis Gentle
14	Harold Gershman
15	George C. Good
16	Nellie M. Grant
17	William R. Grant
18	Dick Griegorian
19	Grace H. Griffin
20	John C. Hall
21	Allen R. Hamlin
22	Gayle P. Hamlin
23	Bernice L. Harbers
24	Ruth A. Harper
25	Kazuko Higashi
26	Tom Y. Higashi
27	Elsie L. Hill
28	Lydia Hofgaarden

1	Ruth Holland
2	Marvin G. Holwick
3	Patricia J. Houghton
4	Herbert J. Humboldt
5	Virginia Humboldt
6	Odessa Irving
7	Willie T. Irving
8	John S. Irwin
9	Phyllis M. Irwin
10	Charles Isenberg
11	Peggy Isenberg
12	Ernest V. Jarvis
13	Khalid Javaid
14	Ann M. Jennett
15	John W. Jennett
16	Edward J. Johnson
17	Irene A. Johnson
18	Joan Johnson
19	Barry D. Jordan
20	E. Brent Jordan
21	Marguerite S. Jordan
22	Rose Kasparoff
23	Semon Kasparoff
24	Glenn A. Kennedy
25	Martha E. Kennedy
26	Khan Komai
27	Kiyoko Komai
28	Herman Laub

1	Louise M. Laub
2	Richard C. Lauer
3	Carroll A. Leister
4	Moses Lerner
5	Bernice M. Licha
6	Charles Licha
7	Eva M. Liechti
8	Arlene Lloyd
9	R. Brent Lloyd
10	Gordon A. MacDonald
11	Albert J. Manchester
12	Betty H. Maurer
13	Charles W. Maurer
14	Walter Melendez
15	Milton Moritz
16	Donna McGrail
17	Richard P. McGrail
18	Florence McMillan
19	Frank B. McMillan
20	Rena E. McMillan
21	Kazvichi Nakawatasse
22	Lydia A. Nash
23	Barbara A. Nelson
24	Lee L. Nelson
25	Paul Pairis
26	John C. Parker
27	Zita A. Parker
28	Samuel J. Parriott

1 Mike Pennell
2 Vicente Perez
3 James C. Perry
4 Ruth E. Perry
5 Natividad Quiroz
6 Julio Ramirez
7 Ruth Ramirez
8 Philip S. Ramser
9 Mark M. Rassi
10 Sharleen J. Rassi
11 Manuel C. Reyes
12 Deborah A. Rich
13 Thomas E. Rich
14 Hal Riger
15 Robert M. Rossini
16 Susanne F. Rossini
17 Roger R. Rousset
18 Chester F. Rzonca
19 Katy H. Rzonca
20 Charley E. Sackett
21 Shirley B. Sackett
22 John R. Salles
23 Ann Samors
24 Ruth J. Schumacher
25 Magdy Seif
26 John F. Shea
27 Irving J. Snyder
28 Sylvia Snyder

1 Bruce W. Soderberg
2 Dolores L. Stranieri
3 Vincent G. Stranieri
4 David D. Szymanek
5 Elizabeth B. Taylor
6 Walter E. Taylor
7 Charles Terranova
8 Manuel G. Valenzuela
9 Rosalva O. Valenzuela
10 Debra E. Walls
11 Arthur A. Warren
12 Leonard G. Westhoff
13 Clayton D. Williams
14 Dorothy M. Williams
15 C. Janet Wilson
16 James F. Wilson
17 Jerry D. Wright
18 Katherine E. Wright
19 Carolina E. Ybarra
20 Venancio R. Ybarra
21 Ralph Yeomans
22 Theda N. Yeomans
23 Gail D. York
24 Homer V. York
25 Wali M. Zafar
26 GROUP "F" - FIDUCIARIES
27 Bank of America, National Trust & Savings Association,
28 as Conservator of the Estate of Edith L. Wood

1 John E. Lupo and Maria R. Lupo, as Trustees of the Lupo Family
2 Trust, Dated November 3, 1976
3 Wells Fargo Bank N.A., not personally but as ancillary trustee
4 under trust agreement dated September 15, 1973
5

6 Defendants Served By Publication - No Appearance

7 GROUP "E" - INDIVIDUALS

8 Tarla H. Agarwala
9 Vijay K. Agarwala
10 Camille Allen
11 Max E. Allen
12 Ann E. Anderson
13 Roy I. Anderson
14 Wade H. Anderson
15 Thomas Arcoraci
16 Zerma Arcoraci
17 Oliver C. Bjorneby
18 Ruth Bjorneby
19 N. V. Bolzano
20 James E. Brown
21 Clarence Brueckner
22 Erminia L. Brueckner
23 Alvino Campos
24 Julia Campos
25 H. D. Chastain
26 H. D. Chastain, Jr.
27 Azalia H. Chunn
28 William R. Chunn

1 Pat H. Cochran
2 Guiseppe Comino
3 Charles E. Coulter
4 Alfred H. Cox
5 Isabel P. Cox
6 George G. Cross
7 Donald C. DeThomas
8 Natale DeThomas
9 Natale DeThomas, Jr.
10 Robert D. DeThomas
11 John Gale
12 Mario Gomez
13 Benjamin Granado
14 Francis Granado
15 Alan R. Griffin
16 Irma D. Henderson
17 Richard A. Henderson
18 Barbara S. Herman
19 Daniel L. Herman
20 Aubrey L. Holwick
21 Hildegard James
22 Laviola James
23 Wayne Johnson
24 John N. Jurgensen
25 Lawrence J. Kaplan
26 Joe B. King
27 Karen Kissel
28 Beth L. Krushaar

1	Isaac N. Krushaar
2	Ed Krist
3	Alice Labesque
4	Shirley B. Little
5	Martha R. Meisel
6	Milomer Milojezich
7	Robert H. Moore
8	Alfred Murray
9	Ella Murray
10	Bruce E. Nescher
11	Donna M. Nescher
12	Elizabeth V. Nichol
13	Harold L. Nichol
14	Leo Palwisa
15	Barbara Pederson
16	Thor Pederson
17	Dionne Poelstra
18	Gerritt L. Poelstra
19	William A. Pressey
20	Harold C. Ramser
21	Charles J. Rawland
22	William O. Reimann
23	Amdello Reyes
24	Soledad Reyes
25	Grace F. Salvatore
26	Clinton E. Seccombe
27	Willie Smith
28	Adeline Sumpter

1	Julian B. Sumpter
2	Lucas Curry Wall
3	S. Wyle Weiman
4	Jacqueline F. White
5	Luke F. White
6	Dorothy Williams
7	Edward J. Worosila
8	Mary F. Worosila
9	<u>GROUP "F" - FIDUCIARIES</u>
10	C. Price Walker
11	/ / /
12	/ / /
13	/ / /
14	/ / /
15	/ / /
16	/ / /
17	/ / /
18	/ / /
19	/ / /
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PUENTE NARROWS AGREEMENT

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

A. RECITALS

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

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

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

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

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

B. DEFINITIONS AND EXHIBITS

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

- (a) Annual or Year refers to the fiscal year July 1 through June 30.
- (b) Base Underflow. The underflow through

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

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

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

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

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

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

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

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

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

C. COVENANTS

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

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

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

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

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

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

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

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

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

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

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

b. Subsurface Outflow. To the extent that

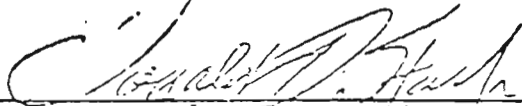
the accumulated subsurface outflow falls below the accumulated base underflow and the result thereof is an accumulated deficit in the Watermaster's annual accounting, Puente Agency agrees to provide make-up payments during the next year in an amount not less than one-third of the accumulated deficit.

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

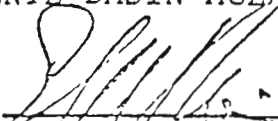
10. Puente Basin Parties Dismissal. In consideration of the assumption of the obligation hereinabove provided by Puente Agency, Upper District consents to entry of dismissals as to all Puente Basin parties in San Gabriel Basin Case. This agreement shall be submitted for specific approval by the Court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

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

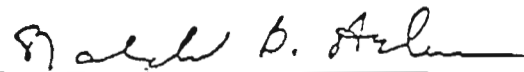
Approved as to form:
CLAYSON, STARK, ROTHROCK & MANN

By 
Attorneys for Puente Agency

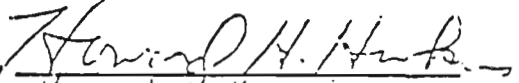
PUENTE BASIN AGENCY

By 
EDWARD M. BIEDERMAN
President

Approved as to form:

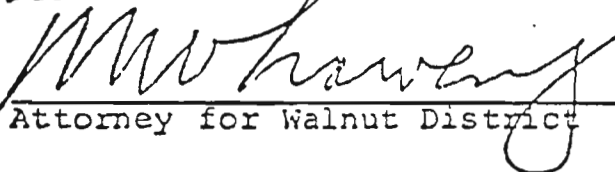
By 
Attorney for Upper District

UPPER SAN GABRIEL VALLEY
MUNICIPAL WATER DISTRICT

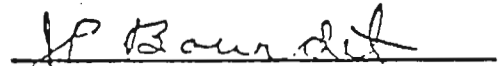
By 
Howard H. Hawkins
President

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

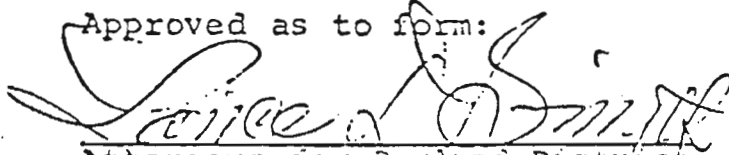
Approved as to form:


Attorney for Walnut District


WALNUT VALLEY WATER DISTRICT

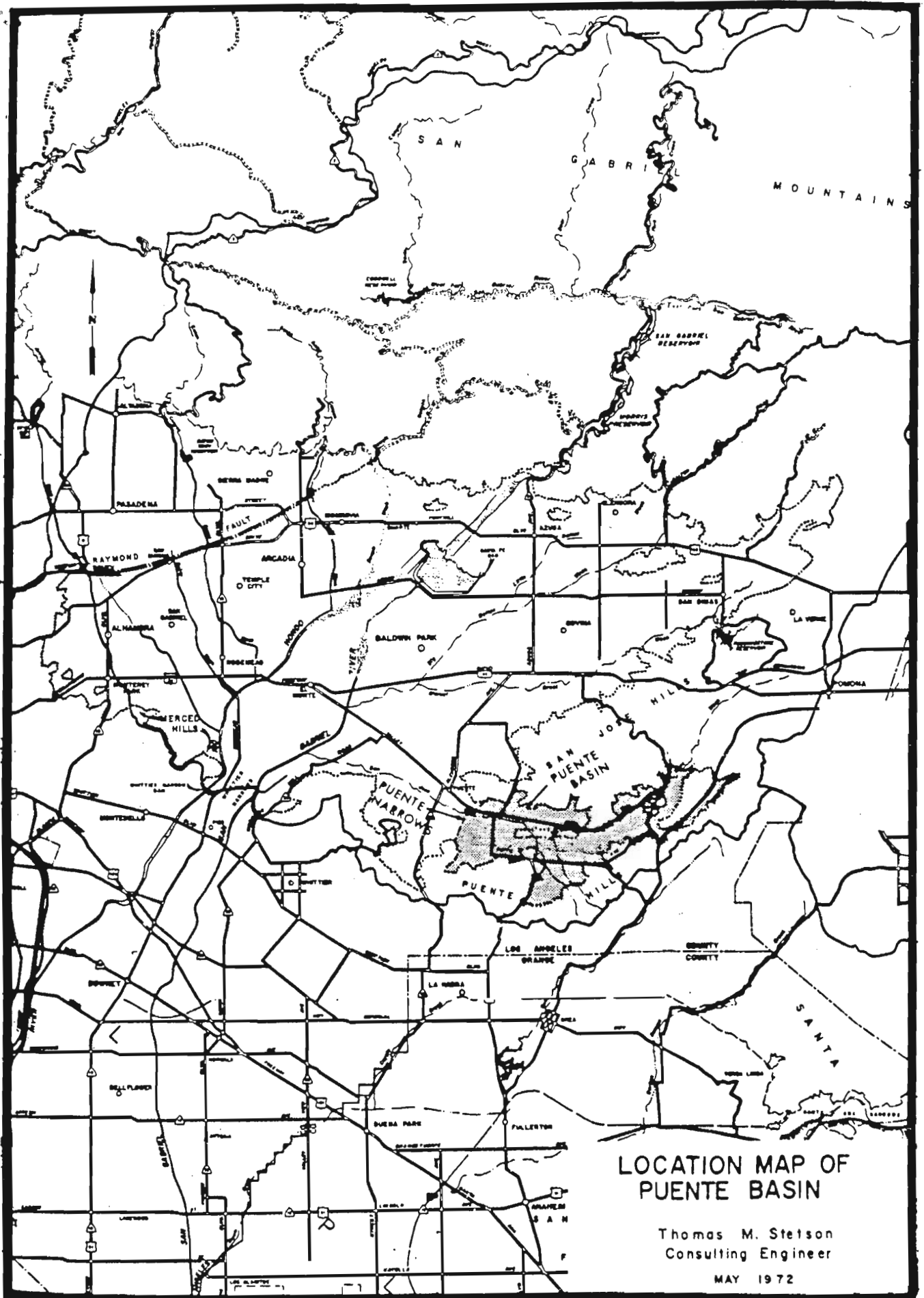
By 
J. P. BOURDET
Vice President

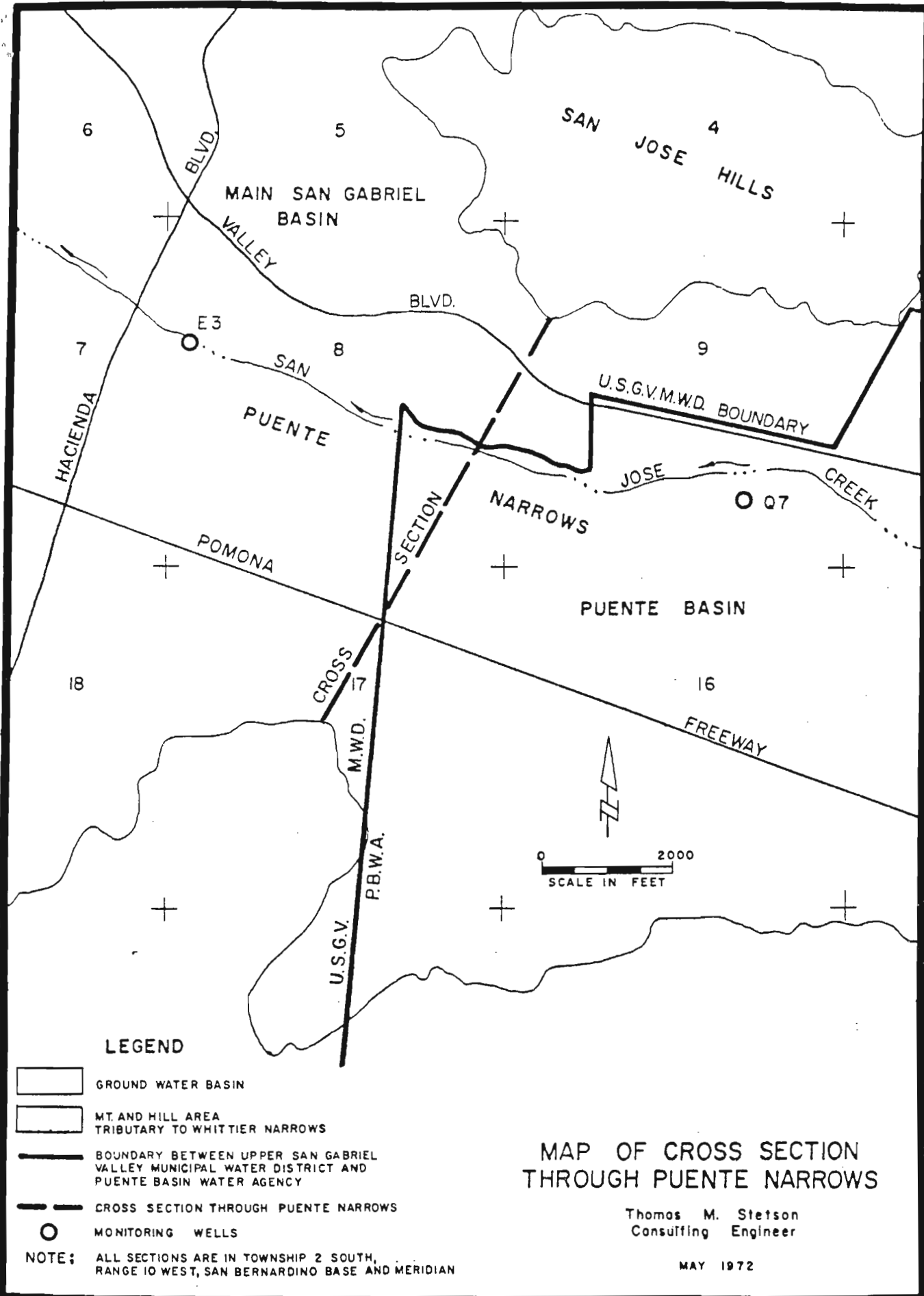
Approved as to form:


Attorneys for Rowland District

ROWLAND AREA COUNTY WATER
DISTRICT

By 
President
Wm. A. Simmons





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.

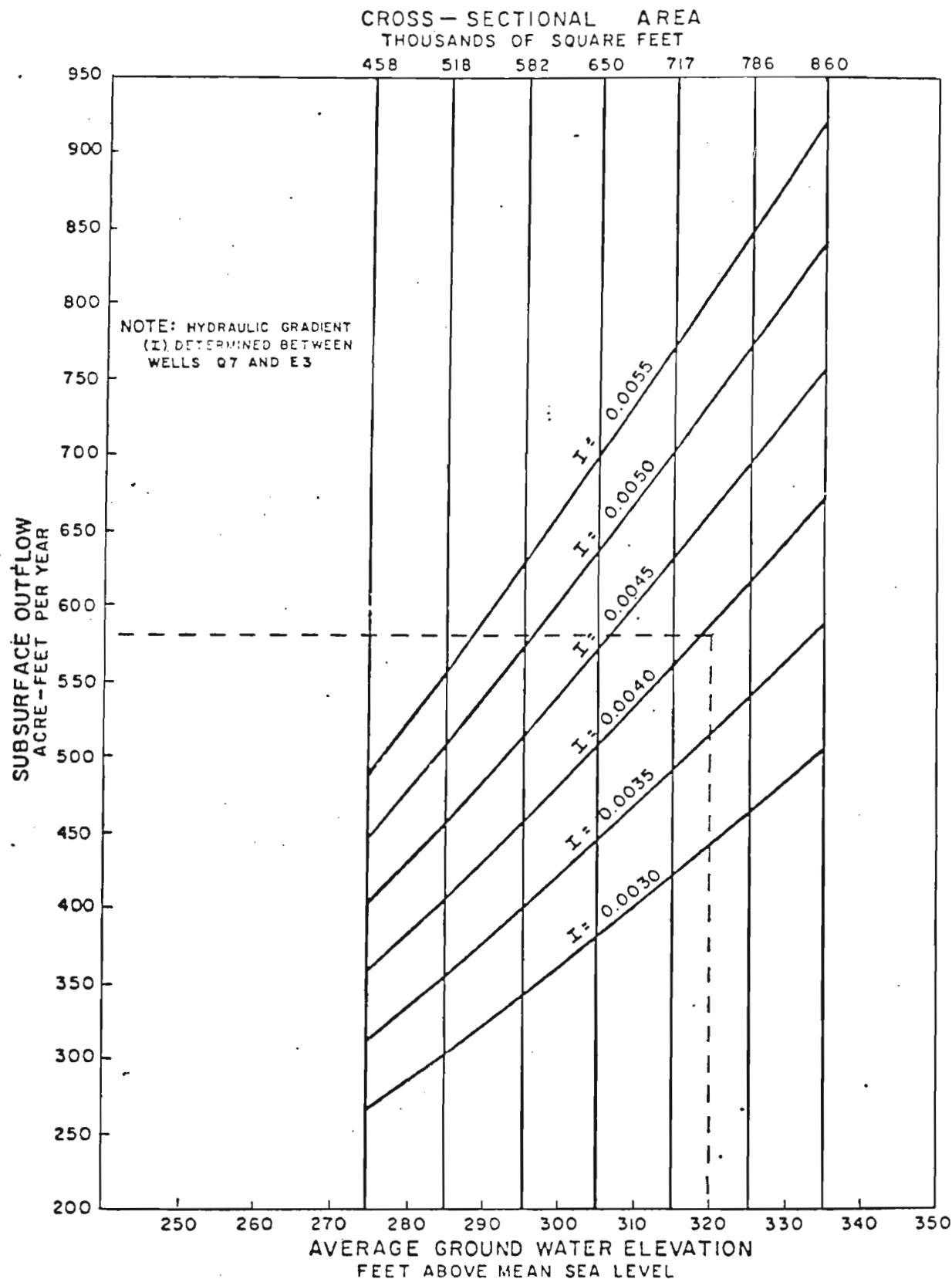
4. Ground Water Elevation at Puente Narrows Cross Section. The ground water elevation at the Puente Narrows

APPENDIX "C"

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"



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 G

Description of Overlying Land Owned by or
Owned by and Leased to "Golf Course Defendants" as
Said Defendants Are Defined in Paragraph 9A(1)

PARCEL 1:

THAT PORTION OF LOT 1 OF TRACT NO. 9494, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 138, PAGES 41 AND 42 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, described as follows:

Beginning at the intersection of the Southwesterly line of said Tract No. 9494, within the Northwesterly line of Fifth Avenue, 100 feet wide, as described in the deed to the County of Los Angeles, recorded in Book 11599, Page 391, Official Records of said County; thence along said Southwesterly line, North 33° 15' 20" West, 1011.47 feet, more or less, to an angle point in the boundary lines of said Tract No. 9494; thence along the Westerly line of said tract, North 0° 15' 25" West, 949.07 feet, more or less, to the Northerly line of said tract; thence along said Northerly line, South 79° 33' 08" East 8.19 feet to an angle point in the boundary lines of said tract; thence continuing along the boundary lines of said tract, North 57° 52' 17" East, 274.48 feet to the Easterly line of the land described as Parcel 1 in the Lease recorded on December 18, 1963, as Instrument No. 4661, in Book M-1413, Page 223, Official Records of said County; thence along the boundary lines of the land

1 described in said lease, South 40° 03' 53" East, 130.62
2 feet, South 14° 54' 34" East 102.96 feet, South 0° 29'
3 27" East, 176.26 feet, South 15° 00' 40" West, 222.92
4 feet, South 10° 18' 50" East, 203.61 feet, South 25° 58'
5 50" East 61.94 feet, North 88° 28' 51" East, 112.28
6 feet, South 53° 22' 09" East, 54.63 feet and South 61°
7 31' 19" East, 31.66 feet to the Northerly line of the
8 land described as Parcel 5 in the deed to Huntington
9 Park First Savings and Loan Association, recorded
10 January 2, 1962, as Instrument No. 827, in Book D-1465,
11 Page 632, Official Records of said County; thence along
12 the boundary lines of said Parcel 5 and of Parcel 4 of
13 said last mentioned deed, South 69° 40' 36" West, 51.48
14 feet, South 19° 00' 30" East, 629.32 feet, South 68° 11'
15 54" East, 53.85 feet, North 64° 40' 38" East 350.70
16 feet, North 78° 38' 48" East, 446.79 feet and South 30°
17 38' 15" East, 79.92 feet to Northwesterly line of said
18 Fifth Avenue; thence along said Northerwesterly line,
19 South 59° 21' 45" West, 1145.85 feet, more or less, to
20 the point of beginning, together with that portion of
21 Fifth Avenue, the title to which would pass by a con-
22 veyance of the above described land.

23
24 EXCEPT therefrom that portion thereof described as
25 Parcel 1-9 in the Final Order of Condemnation entered in
26 Los Angeles County Superior Court, Case No. C 344,840, a
27 certified copy being recorded January 8, 1981, as
28

/ / /

Instrument No. 81-18500, of Official Records of said County, for Fairway Drive and Walnut Drive.

PARCEL 2:

THAT PORTION OF LOT 1 OF TRACT NO. 9494, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 138, PAGES 41 AND 42 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, described as follows:

Beginning at the intersection of the Northeasterly line of said Tract No. 9494, with the center line of Fifth Avenue, as shown on County Surveyor's Map No. B 191-4, on file in the office of the County Surveyor of said County; thence along said center line, South 59° 21' 45" West, 974.74 feet; thence North 37° 14' 13" West, 50.33 feet to a point in the Northwesterly line of said Fifth Avenue; thence along said Northwesterly line, South 59° 21' 45" West, 95.86 feet; thence North 30° 38' 15" West, 79.92 feet; thence South 78° 38' 48" West, 446.79 feet; thence South 64° 40' 30" West, 350.70 feet to the true point of beginning; thence North 68° 11' 54" West, 53.85 feet; thence North 19° 00' 30" West, 629.32 feet; thence North 69° 40' 36" East, 51.48 feet to the beginning of a non-tangent curve having a radius of 177.00 feet and being concave to the Northeast, said curve having a radial line which bears North 24° 28' 28" East; thence Southeasterly along said curve, a distance of 76.61 feet through a central angle of 24° 47' 52" to a curve compound to said last mentioned curve, said compound curve

1 having a radius of 257.00 feet and being concave to the
2 Northwest, said point of compound curve having a radial
3 line which bears North $0^{\circ} 19' 24''$ West; thence North-
4 easterly along said last mentioned curve, a distance of
5 60.55 feet through a central angle of $13^{\circ} 30' 00''$ to a
6 curve compound to said last mentioned curve, said com-
7 pound curve having a radius of 64.00 feet and being
8 concave to the Northwest, said point of compound curve
9 having a radial line which bears North $13^{\circ} 49' 24''$ West;
10 thence Northeasterly along said last mentioned curve, a
11 distance of 42.45 feet through a central angle of 38°
12 $00' 00''$ to a curve compound to said last mentioned
13 curve, said compound curve having a radius of 132.00
14 feet and being concave to the Northwest, said point of
15 compound curve having a radial line which bears North
16 $51^{\circ} 49' 24''$ West; thence Northeasterly along said last
17 mentioned curve, a distance of 64.51 feet through a
18 central angle of $28^{\circ} 00' 00''$ to a point in a line, said
19 line being not tangent to said last mentioned curve,
20 said point having a radial line which bears North 79°
21 $49' 24''$ West, said line being the Northeasterly contin-
22 uation of the hereinbefore mentioned line having a
23 bearing of North $69^{\circ} 40' 36''$ East; thence along said
24 continuation of said line, North $69^{\circ} 40' 36''$ East 28.00
25 feet; thence South $7^{\circ} 42' 43''$ West, 137.27 feet; thence
26 South $68^{\circ} 05' 48''$ West, 80.18 feet; thence South $21^{\circ} 31'$
27 $49''$ East, 81.27 feet; thence North $68^{\circ} 05' 48''$ East,
28 34.51 feet to the Southerly continuation of the herein-

1 before mentioned line having a bearing of South 7° 42'
2 43" West; thence along said last mentioned line, South
3 7° 42' 43" West, 253.63 feet; thence South 68° 11' 54"
4 West, 30.07 feet; thence South 19° 00' 39" East, 183.50
5 feet; thence South 68° 11' 54" East, 18.10 feet; thence
6 South 1° 45' 38" East, 43.64 feet to the true point of
7 beginning.

8
9 EXCEPT all oil, gas and other hydrocarbon substances and
10 all precious metals and minerals in and under the above
11 Parcels 1 and 2 below a depth of 500 feet below the
12 surface but without right of surface entry, as reserved
13 by Helene M. Airey, a married woman, as her separate
14 property, in deed recorded January 2, 1962, as Instru-
15 ment No. 827, in Book D-1465, Page 632, Official Records
16 of said County.

17
18 PARCEL 3:

19 THAT PORTION OF LOT 1 OF TRACT NO. 9494, IN THE COUNTY OF LOS
20 ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 138,
21 PAGES 41 AND 42 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF
22 SAID COUNTY, described as follows:

23 Beginning at the intersection of the Northeasterly line
24 of said Tract No. 9494, with the center line of Fifth
25 Avenue, as shown on County Surveyor's Map No. B 191-4,
26 on file in the office of the County Surveyor of said
27 County; thence along said center line, South 59° 21' 45"
28 West, 974.74 feet; thence North 37° 14' 13" West, 50.33

1 feet to a point in the Northwesterly line of said Fifth
2 Avenue, said point being the true point of beginning;
3 thence along said Northwesterly line of Fifth Avenue,
4 South 59° 21' 45" West, 95.86 feet; thence North 30° 38'
5 15" West, 79.92 feet; thence South 78° 38' 48" West,
6 446.79 feet; thence South 64° 40' 38" West, 350.70 feet;
7 thence North 1° 45' 38" West, 43.64 feet; thence North
8 64° 40' 38" East, 73.47 feet; thence North 21° 54' 58"
9 East, 436.31 feet; thence North 74° 59' 24" East, 328.20
10 feet; thence South 87° 57' 17" East, 71.75 feet; thence
11 South 37° 14' 13" East, 432.36 feet to the true point of
12 beginning, together with that portion of said Fifth
13 Avenue that would pass with a conveyance of the above
14 described land.

15 EXCEPT all oil, gas and other hydrocarbon substances and
16 all precious metals and minerals in and under all of the
17 above referred to parcel of land, below a depth of 500
18 feet below the surface but without right of surface
19 entry, as reserved by Helene M. Airey, a married woman,
20 as her separate property, in deed recorded January 2,
21 1962, as Instrument No. 827, in Book D-1465, Page 632,
22 Official Records of said County.
23

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PARCEL 4:

1 THAT PORTION OF LOT 1 OF TRACT NO. 9494, IN THE COUNTY OF LOS
2 ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 138,
3 PAGES 41 AND 42 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF
4 SAID COUNTY, described as follows:

5 Beginning at the intersection of the Northeasterly line
6 of said Tract No. 9494, with the center line of Fifth
7 Avenue, as shown on County Surveyor's Map No. B 191-4,
8 on file in the office of the county Surveyor of said
9 County; thence along said center line, South 59° 21' 45"
10 West, 974.74 feet; thence North 37° 14' 13" West, 50.33
11 feet to a point in the Northwesterly line of said Fifth
12 Avenue, said point being the true point of beginning;
13 thence along said Northwesterly line of Fifth Avenue,
14 North 59° 21' 45" East, 110.00 feet, thence North 37°
15 14' 13" West, 240.00 feet; thence South 59° 21' 45" West
16 110.00 feet; thence North 37° 14' 13" West, 92.26 feet;
17 thence North 5° 42' 38" East, 77.64 feet; North 87° 57'
18 17" West, 68.34 feet, thence South 37° 14' 13" East,
19 432.36 feet to the true point of beginning, together
20 with that portion of said Fifth Avenue that would pass
21 with a conveyance of said land.

22
23 EXCEPT all oil, gas and other hydrocarbon substances and
24 all precious metals and minerals in and under all of the
25 above referred to parcel of said land below a depth of
26 500 feet, but without right of surface entry, as re-
27 served by Andre E. Moynier, a married man, as his
28

1 separate property, in deed recorded January 2, 1962, as
2 Instrument No. 830, in Book D-1465, Page 636, Official
3 Records of said County.

4 PARCEL 5:

5 THAT PORTION OF LOT 2 OF TRACT NO. 9058, AS PER MAP RECORDED IN
6 BOOK 144, PAGES 98 TO 100 INCLUSIVE OF MAPS, IN THE OFFICE OF THE
7 COUNTY RECORDER OF THE COUNTY OF LOS ANGELES, STATE OF CALIFOR-
8 NIA, described as follows:

9 Beginning at the most westerly corner of said Lot 2;
10 thence South 33° 15' 20" East, 50.00 feet along the
11 westerly line of said Lot 2 to the North line of the Lot
12 described in the deed to Charles H. Schimpff and Jane W.
13 Schimpff, recorded in Book 15743, Page 18 of Official
14 Records, in the office of the County Recorder of said
15 County; thence North 52° 39' 25" East, 68.66 feet to the
16 true point of beginning; thence South 84° 43' 50" East,
17 1104.53 feet; thence North 0° 04' 30" East, 100.00 feet
18 to a point in said north line; said point being South
19 89° 55' 30" East, 1100.00 feet along said north line
20 from the true point of beginning; thence South 89° 55'
21 30" East, 32.42 feet; thence South 0° 06' 48" West,
22 101.67 feet; thence South 82° 02' 33" West, 175.50 feet;
23 thence North 88° 03' 44" West 252.30 feet; thence North
24 84° 43' 06" West 480.29 feet; thence North 78° 18' 33"
25 West 261.75 feet; thence North 52° 39' 25" East, 35.66
26 feet to the true point of beginning.

27 / /
28

1 PARCEL 6:

2 THAT PORTION OF LOT 1 OF TRACT NO. 9494, IN THE COUNTY OF LOS
3 ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 138,
4 PAGES 41 AND 42 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF
5 SAID COUNTY, described as follows:

Beginning at the most Northerly corner of said Tract No.
7 9494, being a point in the Southerly line of Walnut
8 Drive, as shown on said map; thence along said Southerly
9 line, South 87° 15' 13" West, 103.02 feet to the begin-
10 ning of a curve in said Southerly line concave to the
11 Southeast and having a radius of 230.00 feet; thence
12 Southwesterly along said curve through a central angle
13 of 41° 12' 40", an arc length of 165.43 feet; thence
14 tangent to said curve and along the Southeasterly line
15 of said Walnut Drive, South 46° 02' 33" West, 80.00 feet
16 to the true point of beginning; thence leaving said
17 Southerly line; South 26° 58' 11" East, 246.30 feet;
18 thence South 36° 33' 09" West, 361.01 feet; thence South
19 52° 57' 27" West, 664.00 feet; thence South 56° 55' 15"
20 East, 650.42 feet; thence North 42° 26' 09" East, 47.42
21 feet; thence North 0° 15' 17" East, 675.01 feet; thence
22 North 35° 32' 16" East, 86.02 feet; thence South 18° 26'
23 06" East, 284.60 feet; thence North 83° 51' 13" East,
24 326.88 feet; thence South 29° 03' 48" East, 285.66 feet
25 to the Easterly line of said Tract No. 9494; thence
26 along said Easterly line, South 12° 26' 32" East, 270.00
27 feet to an angle point in said Easterly line; thence
28 continuing along the boundary line of said Tract, South

1 37° 54' 25" East, 788.56 feet to the Northwesterly line
2 of Fifth Avenue, 100 feet wide, as described in the deed
3 to the County of Los Angeles, recorded in Book 11599,
4 Page 391, Official Records of said County; thence along
5 said Northwesterly line South 59° 21' 45" West, 864.14
6 feet to the most Easterly corner of the land described
7 as Parcel 2 in the deed to Huntington Park First Savings
8 and Loan Association, recorded January 2, 1962, as
9 Instrument No. 830, in Book D1465, Page 636, Official
10 Records of said County; thence along the boundary lines
11 of the land described in Parcel 2 of said deed, North
12 37° 14' 13" West, 240.00 feet, South 59° 21' 45" West,
13 110.00 feet, North 37° 14' 13" West, 92.26 feet, North
14 5° 42' 38" East 77.64 feet and North 87° 57' 17" West,
15 68.34 feet to a point in the Southwesterly line of the
16 land described as Exhibit "A" in the lease recorded
17 December 18, 1963, as Instrument No. 4660, in Book
18 M1413, Page 200, Official Records of said County; thence
19 along said Southwesterly line, North 37° 14' 13" West,
20 564.20 feet, more or less, to an angle point in said
21 line; thence continuing along the boundaries, described
22 in said lease, South 52° 45' 47" West, 135.22 feet,
23 North 46° 06' 13" West, 41.74 feet, North 3° 17' 44"
24 East, 30.91 feet, North 51° 25' 06" East, 122.97 feet
25 and North 37° 34' 26" West, 795.60 feet, more or less,
26 to the Southeasterly line of said Walnut Drive, North
27 44° 47' 33" East, 1022.98 feet to an angle point in said
28 Southeasterly line; thence continuing along said South-

1 easterly line, North 46° 02' 33" East, 211.59 feet to
2 the true point of beginning, together with that portion
3 of Fifth Avenue, the title to which would pass by a
4 conveyance of the above described land.

5 PARCEL 7:

6 THAT PORTION OF LOT 1 OF TRACT NO. 9494, IN THE COUNTY OF LOS
7 ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 138,
8 PAGES 41 AND 42 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF
9 SAID COUNTY, described as follows:

10 Beginning at the intersection of the Northeasterly line
11 of said Tract, with the Northwesterly line of Fifth
12 Avenue, 100 feet wide, as described in the deed to the
13 County of Los Angeles, recorded in Book 11599, Page 391,
14 Official Records of said County; thence along said
15 Northwesterly line, South 59° 21' 45" West, 864.14 feet
16 to the most Easterly corner of the land described as
17 Parcel 2 in the deed to Huntington Park First Savings
18 and Loan Association, recorded January 2, 1962, as
19 Instrument No. 830, in Book D1465, Page 636, Official
20 Records of said County; thence along the boundary line
21 of the land described in Parcel 2 of said deed, North
22 37° 14' 13" West, 240.00 feet, South 59° 21' 45" West,
23 110.00 feet, North 37° 14' 13" West, 92.26 feet, North
24 5° 42' 38" East, 77.64 feet and North 87° 57' 17" West,
25 68.34 feet to a point in the Southwesterly line of the
26 land described as Exhibit "A" in the lease recorded
27 December 18, 1963, as Instrument No. 4660, in Book
28

1 M1413, Page 200, Official Records of said County, said
2 point being the true point of beginning; thence along
3 said Southwesterly line, North 37° 14' 13" West, 564.20
4 feet, more or less, to an angle point in said line;
5 thence continuing along the boundaries described in said
6 lease, South 52° 45' 47" West, 135.22 feet and North 46°
7 06' 13" West, 41.74 feet to the boundary line of the
8 land described in the lease recorded December 18, 1963,
9 as Instrument No. 4661, in Book M1413, Page 223,
10 Official Records of said County; thence along the
11 boundary lines of the land described in said last men-
12 tioned lease, South 3° 17' 44" West, 49.70 feet, South
13 24° 31' 44" West, 85.94 feet, South 61° 39' 59" West,
14 115.61 feet and South 6° 58' 44" West, 71.26 feet to the
15 Northwesterly line of the land described as Parcel 5 in
16 the deed to Huntington Park First Savings and Loan
17 Association, recorded January 2, 1962, as Instrument No.
18 827, in Book M1465, Page 632, Official Records of said
19 County; thence along the boundary lines of the land
20 described in said last mentioned deed, North 69° 40' 36"
21 East, 28.00 feet and South 7° 42' 43" West, 137.27 feet
22 to the most Northerly corner of the land described as
23 Parcel 2 in the deed to Helene M. Airey, a married
24 woman, recorded March 15, 1962, as Instrument No. 4920,
25 in Book D1545, Page 755, Official Records of said
26 County; thence along the boundary lines of the land
27 described as said Parcel 2 of said last mentioned deed,
28 South 68° 05' 48" West, 80.18 feet, South 21° 31' 49"

1 East, 81.27 feet and North 68° 05' 48" East, 34.51 feet
2 to the boundary line of the land described as said
3 Parcel 5 in said deed recorded in Book D1465, Page 632,
4 Official Records; thence along the boundary lines of the
5 land described as said Parcel 5 and in Parcel 4 of said
6 last mentioned deed, South 7° 42' 43" West, 253.63 feet,
7 South 68° 11' 54" West, 30.07 feet, South 19° 00' 39"
8 East, 183.50 feet, South 68° 11' 54" West, 18.10 feet,
9 North 64° 40' 38" East, 73.47 feet, North 21° 54' 58"
10 East, 436.31 feet, North 74° 59' 24" East, 328.20 feet
11 and South 87° 57' 17" East, 71.75 feet to the true point
12 of beginning.

13
14 PARCEL 8:

15 THAT PORTION OF LOT 1 OF TRACT 9494, IN THE COUNTY OF LOS
16 ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 138,
17 PAGES 41 AND 42 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF
18 SAID COUNTY, described as follows:

19 Beginning at the intersection of the Southwesterly line
20 of said Lot 1 with the Southeasterly line of Fifth
21 Avenue, 100 feet wide, as described in deed recorded in
22 Book 11599, Page 391, Official Records of said County;
23 thence along said Southeasterly line, North 59° 21' 45"
24 East, 1260.10 feet to the most Westerly corner of Lake
25 Canyon Drive, as shown on the map of Tract No. 28140,
26 recorded in Book 709, Pages 86 to 91 inclusive of Maps,
27 in the office of the County Recorder of said County,
28 said point being the Westerly terminus of a tangent

1 curve, concave Southerly and having a radius of 25.00
2 feet; thence along the boundary lines of said Tract No.
3 28140, the following courses and distances, Easterly
4 along said tangent curve through an angle of 86° 09' 22"
5 an arc length of 37.59 feet, tangent to said curve,
6 South 34° 28' 53" East, 86.87 feet, South 16° 41' 57"
7 West, 146.16 feet, South 37° 41' 38" West, 55.61 feet,
8 South 58° 59' 41" West, 473.68 feet, South 70° 59' 39"
9 West, 285.57 feet, South 11° 33' 37" West, 89.82 feet,
10 South 35° 45' 42" East, 475.69 feet, North 52° 12' 14"
11 East, 445.46 feet, North 61° 35' 26" East, 720.06 feet,
12 South 7° 47' 05" East, 93.44 feet, South 45° 34' 52"
13 West, 697.24 feet, South 54° 46' 06" West, 391.76 feet,
14 South 28° 29' 10" West, 146.77 feet, South 32° 57' 39"
15 East, 152.56 feet, South 37° 23' 55" East, 390.22 feet
16 and South 69° 19' 57" East, 107.14 feet to the South-
17 easterly line of said Lot 1; thence along said South-
18 easterly line, South 52° 42' 29" West, 335.00 feet to
19 the most Southerly corner of said lot; thence along the
20 Southwesterly line of said lot, North 33° 15' 57" West,
21 1711.03 feet to the point of beginning together with
22 that portion of Fifth Avenue, the title to which would
23 pass with a conveyance of the above described land.

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1 PARCEL 9:

2 THAT PORTION OF LOT 1 OF TRACT NO. 9494, IN THE COUNTY OF LOS
3 ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 138,
4 PAGES 41 AND 42 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF
5 SAID COUNTY, described as follows:

6 Beginning at the most Northerly corner of Lot 1 of Tract
7 No. 28140, as per map recorded in Book 709, Pages 86 to
8 91 inclusive of Maps, in the office of the County Re-
9 corder of said County; thence along the boundary line of
10 said Tract No. 28140, South 60° 15' 36" East, 69.02 feet
11 to the true point of beginning; thence continuing along
12 the boundaries of said Tract No. 28140, the following
13 courses and distances: South 60° 15' 36" East, 109.18
14 feet, South 23° 34' 32" East, 60.01 feet, South 60° 03'
15 37" East, 182.33 feet, South 40° 36' 05" East, 202.83
16 feet, South 61° 59' 26" West, 106.47 feet, South 6° 08'
17 28" East, 158.91 feet, South 52° 31' 38" East, 437.22
18 feet and South 58° 22' 16" East, 556.74 feet along said
19 boundary line and prolongation thereof to the South-
20 easterly line of said Tract No. 9494; thence along the
21 Southeasterly and Northeasterly lines of said Tract No.
22 9494, North 53° 30' 52" East, 427.00 feet and North 37°
23 54' 50" West, 235.00 feet to an angle point in the
24 Southerly line of Lot 195 of Tract No. 27141, as per map
25 recorded in Book 765, Pages 72 to 86 inclusive of Maps,
26 records of said County; thence along the boundary lines
27 of said Tract No. 27141, South 34° 29' 02" East, 88.82
28 feet, North 48° 11' 01" West, 572.93 feet, North 17° 55'

1 40" East, 71.47 feet and North 86° 44' 48" East, 155.21
2 feet to the Northeasterly line of said Tract No. 9494;
3 thence along said Northeasterly line, North 37° 54' 50"
4 West, 325.00 feet; thence North 74° 12' 28" West, 200.59
5 feet; thence North 65° 47' 07" West, 393.93 feet; thence
6 South 59° 21' 45" West, 348.12 feet to the true point of
7 beginning.

8
9 PARCEL 10:

10 THAT PORTION OF LOT 2 OF TRACT NO. 9058, IN THE COUNTY OF LOS
11 ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 144,
12 PAGES 98, 99 AND 100, OF MAPS, IN THE OFFICE OF THE COUNTY
13 RECORDER OF SAID COUNTY, described as follows:

14 Beginning at an angle point in the Southerly line of Lot
15 9 of Tract No. 27141, as per map recorded in Book 765,
16 Pages 72 to 86 inclusive of Maps, records of said
17 County, said point being in the Northerly line of the
18 land described in the deed to Charles H. Schimpff,
19 et al., recorded in Book 15743, Pages 18 and 19,
20 Official Records of said County; thence along the
21 Southerly line of said Tract No. 27141 and the Southerly
22 line of Lot 81 of Tract No. 28140, as per map recorded
23 in Book 709, Pages 86 to 91 inclusive of Maps, records
24 of said County, North 74° 10' 16" West, 897.64 feet,
25 more or less, to the Northwesterly line of Lot 2 of said
26 Tract No. 9058; thence along the boundary lines of said
27 Lot 2, South 52° 42' 29" West, 400.00 feet and South 33°
28 08' 52" East, 49.86 feet; thence North 52° 30' 54" East,

1 68.49 feet, more or less, to said Northerly line of the
2 land described in the deed to Charles H. Schimpff,
3 et al.; thence along said Northerly line, South 89° 53'
4 17" East, 1100.00 feet to the point of beginning.

5
6 PARCEL 11:

7 THOSE PORTIONS OF LOTS 1 AND 2 OF TRACT NO. 9058, IN THE COUNTY
8 OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK
9 144, PAGES 98, 99 AND 100 OF MAPS, IN THE OFFICE OF THE COUNTY
10 RECORDER OF SAID COUNTY, described as follows:

11 Beginning at the angle point in the Northeasterly line
12 of Lot 130 of Tract No. 27141, as per map recorded in
13 Book 765, Pages 72 to 86 inclusive of Maps, records of
14 said County, as said point being in the Northwesterly
15 line of Lot 2 of said Tract No. 9058; thence along the
16 boundary lines of said Tract No. 27141, South 58° 30'
17 00" East, 225.00 feet, South 8° 00' 00" West, 40.00
18 feet, South 82° 00' 00" East, 280.00 feet, Easterly
19 along a tangent curve, concave Northerly and having a
20 radius of 70.00 feet through a central angle of 40° 15'
21 56" an arc length of 49.19 feet, non-tangent North 8°
22 00' 00" West, 392.75 feet, North 30° 30' 00" East, 30.00
23 feet, North 59° 30' 00" West, 110.00 feet and North 48°
24 55' 31" West, 235.60 feet to the Southwesterly line of
25 Lot 1 of said Tract No. 9058; thence along the South-
26 westerly line of said Lot 1 and the Northwesterly line
27 of Lot 2 of said Tract No. 9058, South 37° 54' 50" East,

28 / / /

1 235.00 feet and South 53° 30' 52" West, 427.00 feet to
2 the point of beginning.

3
4 PARCEL 12:

5 THAT PORTION OF LOT 1 OF TRACT NO. 9058, IN THE COUNTY OF LOS
6 ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 144,
7 PAGES 98, 99 AND 100, OF MAPS, IN THE OFFICE OF THE COUNTY
8 RECORDER OF SAID COUNTY, described as follows:

9 Beginning at the intersection of the Southwesterly line
10 of said Lot 1 with the Northerly line of Lot 201 of
11 Tract No. 27141, as per map recorded in Book 765, Pages
12 72 to 86 inclusive of Maps, records of said County;
13 thence along the boundary lines of said Tract No. 27141,
14 North 85° 15' 09" East, 370.64 feet to the Westerly line
15 of Walnut Leaf Drive, as shown on the map of said Tract
16 No. 27141; thence along said Westerly line, North 24°
17 49' 59" West, 110.00 feet; thence South 65° 10' 01"
18 West, 25.00 feet; thence North 74° 44' 58" West 518.57
19 feet to said Southwesterly line of Lot 1; thence along
20 said Southwesterly line, South 37° 54' 50" East, 325.00
21 feet to the point of said beginning.

22
23 PARCEL 13:

24 THOSE PORTIONS OF LOTS 1 AND 2 OF TRACT NO. 9058, IN THE COUNTY
25 OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK
26 144, PAGES 98, 99 AND 100, OF MAPS, IN THE OFFICE OF THE COUNTY
27 RECORDER OF SAID COUNTY, described as follows:

28 / / /

Beginning at the most Northerly corner of Lot 226 of Tract No. 27141, as per map recorded in Book 765, Pages 72 to 86 inclusive of Maps, records of said County; thence along the boundary lines of said Tract No. 27141, the following courses and distances: South 40° 30' 00" West, 230.00 feet, South 29° 15' 00" East, 370.00 feet, South 39° 30' 00" West, 180.00 feet, South 21° 30' 00" East, 115.00 feet, South 59° 45' 00" West, 93.00 feet, North 40° 00' 00" West, 735.00 feet, South 76° 15' 00" West, 55.00 feet, South 1° 00' 00" East, 338.00 feet, South 85° 13' 28" West, 170.71 feet, North 24° 49' 59" West, 182.22 feet to a tangent curve, concave Southwesterly and having a radius of 230.00 feet and Northwesterly along said curve through a central angle of 18° 30' 00", an arc distance of 74.26 feet; thence North 49° 36' 00" East, 41.28 feet; thence North 3° 30' 13" West, 245.45 feet; thence North 20° 48' 07" West, 630.43 feet to a point in the Southeasterly line of Fifth Avenue, 100 feet wide, said point being a curve, concave Northwesterly and having a radius of 1050.00 feet, the radial line to said point bears South 50° 24' 51" East; thence Northeasterly along said curve through a central angle of 16° 54' 54", an arc distance of 309.98 feet; thence tangent to said curve and continuing along said Southeasterly line, North 22° 40' 15" East, 79.41 feet, more or less, to the Northeasterly line of Lot 1 of said Tract No. 9058; thence along said Northeasterly line, South 48° 38' 15" East, 1260.00 feet to the point of

1 beginning, together with that portion of Fifth Avenue
2 that would pass by a conveyance of the above described
3 land.

4
5 PARCEL 14:

6 THAT PORTION OF LOT 1 OF TRACT NO. 9058, IN THE COUNTY OF LOS
7 ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 144,
8 PAGES 98, 99 AND 100, OF MAPS, IN THE OFFICE OF THE COUNTY
9 RECORDER OF SAID COUNTY, described as follows:

10 Beginning at the intersection of the Northwesterly line
11 of Fifth Avenue, 100 feet wide, as described in the deed
12 recorded in Book 11537, Page 397, Official Records of
13 said County with the Northeasterly line of said Lot 1;
14 thence along said Northwesterly line, South 22° 40' 15"
15 West, 113.23 feet to the beginning of a tangent curve in
16 said Northwesterly line, concave Northwesterly and
17 having a radius of 950.00 feet; thence Southwesterly
18 along said curve, through a central angle of 5° 25' 41",
19 an arc distance of 90.00 feet; thence non-tangent to
20 said curve, North 57° 12' 38" West, 344.21 feet; thence
21 North 65° 00' 00" West, 105.00 feet; thence North 87°
22 00' 00" West, 120.00 feet; thence South 86° 00' 00"
23 West, 380.00 feet; thence South 25° 00' 00" West, 105.04
24 feet to a point in a non-tangent curve, concave North-
25 easterly and having a radius of 170.00 feet, the radial
26 line to said point bears South 28° 14' 03" West; thence
27 Northwesterly along said curve through a central angle
28 of 31° 15' 57", an arc distance of 92.77 feet; thence

1 tangent to said curve, North 30° 30' 00" West, 69.00
2 feet; thence North 62° 30' 06" East, 744.86 feet to the
3 Northeasterly line of Lot 1 of said Tract No. 9058;
4 thence along said Northeasterly line, South 48° 38' 52"
5 East, 454.80 feet and South 48° 38' 02" East, 145.22
6 feet to the point of beginning, together with that
7 portion of said Fifth Avenue, that would pass by a
8 conveyance of the above described land.
9

10 PARCEL 15:

11 THAT PORTION OF LOT 1 OF TRACT NO. 9058, IN THE COUNTY OF LOS
12 ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 144,
13 PAGES 98, 99 AND 100, OF MAPS, IN THE OFFICE OF THE COUNTY
14 RECORDER OF SAID COUNTY, described as follows:

15 Beginning at the intersection of the Northwesterly line
16 of Fifth Avenue, 100 feet wide, as described in the deed
17 recorded in Book 11537, Page 397, Official Records of
18 said County, with the Southwesterly line of said Lot 1;
19 thence along said Southwesterly line, North 37° 54' 25"
20 West, 788.56 feet and North 12° 26' 32" West, 270.00
21 feet; thence South 30° 49' 45" East, 329.79 feet; thence
22 North 46° 30' 00" East, 126.00 feet to a point in a
23 non-tangent curve, concave Northeasterly and having a
24 radius of 230.00 feet, the radial line to said point
25 bears South 44° 00' 00" West; thence Southeasterly along
26 said curve through a central angle of 33° 00' 00", an
27 arc distance of 132.47 feet; thence non-tangent to said
28 curve, South 20° 43' 14" East, 635.50 feet to said

1 Northwesterly line of Fifth Avenue; thence along said
2 Northwesterly line, South 59° 21' 45" West, 68.00 feet
3 to the point of beginning, together with that portion of
4 said Fifth Avenue, that would pass by a conveyance of
5 the above described land.

6
7 PARCEL 16:

8 AN EASEMENT FOR INGRESS AND EGRESS TO BE USED IN COMMON WITH
9 OTHERS, FOR THE PURPOSE OF PERMITTING CONSTRUCTION OF A GOLF
10 COURSE AND TO PERMIT FREE ACCESS FROM ONE PORTION OF THE PROPOSED
11 GOLF COURSE TO ANOTHER BEFORE, DURING AND AFTER CONSTRUCTION OF
12 SAID GOLF COURSE, OVER THAT PORTION OF LOT 1 OF TRACT NO. 9058,
13 AS SHOWN ON MAP RECORDED IN BOOK 144, PAGES 98 AND 99 OF MAPS, IN
14 THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, described as
15 follows:

16 Beginning at a point in the Westerly line of said Lot 1,
17 said point being South 12° 26' 40" East, a distance of
18 1389.40 feet along said Westerly line from the Southerly
19 line of Walnut Drive; thence North 12° 26' 40" West,
20 270.00 feet; thence South 30° 50' 58" East, 329.79 feet;
21 thence North 46° 30' 00" East, 126.00 feet to a point in
22 a non-tangent curve of radius 230.00 feet concave to the
23 Northeast, said point having a radial line which bears
24 North 44° 00' 00" East, said last mentioned point being
25 the true point of beginning; thence North 44° 00' 00"
26 East, 60.00 feet along said radial line to a point in a
27 curve of radius 170.00 feet, said curve being parallel
28 to the said curve of radius, 230.00 feet; thence in a

1 Southeasterly direction along said 170.00 foot radius
2 curve, a distance of 29.57 feet through a central angle
3 of 9° 57' 53"; thence South 34° 02' 07" West, 60.00 feet
4 along a radial line to a point in said 230 foot radius
5 curve; thence in a Northwesterly direction along said
6 last mentioned curve; 40.00 feet through a central angle
7 of 9° 57' 53" to the true point of beginning.

8
9 PARCEL 17:

10 AN EASEMENT FOR INGRESS AND EGRESS, TO BE USED IN COMMON WITH
11 OTHERS, FOR THE PURPOSE OF PERMITTING CONSTRUCTION OF A GOLF
12 COURSE AND TO PERMIT FREE ACCESS FROM ONE PORTION OF THE PROPOSED
13 GOLF COURSE TO ANOTHER BEFORE, DURING AND AFTER CONSTRUCTION OF
14 SAID GOLF COURSE, OVER THAT PORTION OF LOT 1 OF TRACT NO. 9058,
15 AS SHOWN ON MAP RECORDED IN BOOK 144, PAGE 98 OF MAPS, IN THE
16 OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, described as
17 follows:

18 Beginning at the most Southerly corner of said Lot 1;
19 thence North 37° 54' 50" West, 1048.00 feet along the
20 Southwesterly line of said Lot 1; thence South 74° 44'
21 58" East, 518.57 feet; thence North 65° 10' 01" East, 25
22 feet; thence South 24° 49' 59" East, 110.00 feet to the
23 true point of beginning; thence North 85° 13' 28" East,
24 63.87 feet; thence North 24° 49' 59" West, to a line
25 parallel with that course described above as having a
26 length of 63.87 feet and distant 50 feet Northerly
27 therefrom, measured at right angles; thence South 85°
28 13' 28" West, to a line that bears North 24° 49' 50"

1 West, from the true point of beginning; thence South 24°
2 49' 59" East, to the true point of beginning.

3
4 PARCEL 18:

5 THAT PORTION OF LOT 2 OF TRACT NO. 9058 IN THE COUNTY OF LOS
6 ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 144,
7 PAGES 98, 99 AND 100, OF MAPS, IN THE OFFICE OF THE COUNTY
8 RECORDER OF SAID COUNTY, described as follows:

9 Beginning at an angle point in the Southerly line of Lot
10 9 of Tract No. 27141, as per map recorded in Book 765,
11 Pages 72 to 86 inclusive of Maps, records of said
12 County, said point being in the Northerly line of the
13 land described in the deed to Charles H. Schimpff,
14 et al., recorded in Book 15743, Pages 18 and 19,
15 Official Records of said County; thence along said
16 Northerly line, North 89° 53' 17" West, 1100.00 feet to
17 an angle point in the boundary lines of the land
18 described in said deed; thence South 84° 41' 37" East,
19 1104.54 feet to a line which bears South 0° 06' 43" West
20 from the point of beginning; thence North 0° 06' 43"
21 East, 100.00 feet to the point of beginning.

22
23 PARCEL 19:

24 AN EASEMENT FOR INGRESS, EGRESS AND INCIDENTAL PURPOSES OVER
25 THOSE PORTIONS OF LOTS 48 AND 131 OF TRACT NO. 28140, IN THE
26 COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED
27 IN BOOK 709, PAGES 86 TO 91 INCLUSIVE OF MAPS, IN THE OFFICE OF
28 THE COUNTY RECORDER OF SAID COUNTY, described as follows:

Beginning at the most Southerly corner of said Lot 48,
being also the most Northerly corner of Lot 49 of said
Tract; thence South 25° 23' 45" West, 109.59 feet to the
most Northerly corner of Lot 129 of said Tract, being a
point in the Westerly line of said Lot 131; thence along
said Westerly line North 7° 47' 05" West, 93.44 feet to
the most Easterly corner of Lot 34 of said Tract; thence
North 25° 23' 45" East, 107.10 feet to a point in the
Easterly line of said Lot 131, said Easterly line being
a curve concave Southwesterly and having a radius of
330.00 feet, the radial line to said point bears North
76° 59' 57" East; thence Northerly along said curve,
through a central angle of 10° 48' 27" an arc distance
of 62.25 feet to the Southwesterly prolongation of that
certain line in the boundary of said Lot 48 having a
bearing and length of North 61° 59' 26" East, 106.47
feet; thence along said prolonged line North 61° 59' 26"
East, 18.52 feet to an angle point in the boundary line
of said Lot 48; thence along the Easterly line of said
Lot 48, South 6° 08' 28" East, 158.91 feet to the point
of beginning.

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1 PARCEL 20:

2 THAT PORTION OF THE 33.05 ACRE ALLOTMENT TO JESUS YBARRA IN THE
3 RANCHO RINCON DE LA BREA, IN THE COUNTY OF LOS ANGELES, STATE OF
4 CALIFORNIA, AS SHOWN ON THE PARTITION MAP FILED WITH THE REPORT
5 OF THE REFEREES IN CASE NO. 2168 OF THE DISTRICT COURT OF THE
6 17th JUDICIAL DISTRICT OF SAID COUNTY AND STATE, described as
7 follows:

8 Beginning at a point in the Northerly line of said 33.05
9 acre allotment, distant thereon South 74° 45' 25" West,
10 85.21 feet from the most Northerly corner of said 33.05
11 acre allotment, said most Northerly corner being a point
12 in the Southwesterly line of Tract No. 5979, as shown on
13 map recorded in Book 88, Pages 52 and 53 of maps,
14 records of said County, said point being the North-
15 easterly corner of the land designated as Lot 5, Parcel
16 "A" on Partition Map in Case No. 72721, New Probate of
17 the Superior Court of said County; thence along said
18 Northerly line, North 74° 45' 25" East, 85.21 feet to
19 said most Northerly corner; thence along said South-
20 westerly line, South 35° 23' 35" East, 440.40 feet to a
21 point in the Northerly line of a railroad right of way,
22 as shown on map recorded in Book 150, Page 86 of Deeds,
23 records of said County, said last mentioned point being
24 the Southeasterly corner of said Lot 5, Parcel "A";
25 thence Westerly along the Northerly line of said right
26 of way, on a curve, concave to the North having a radius
27 of 2814.90 feet to the intersection with a line that
28 bears South 35° 23' 35" East, and which passes through

1 the point of beginning of this description; thence North
2 35° 23' 35" West to the point of beginning.

3
4 PARCEL 21:

5 THAT PORTION OF LOT 1, OF TRACT NO. 9494, IN THE COUNTY OF LOS
6 ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK
7 138, PAGES 41 AND 42 OF MAPS, IN THE OFFICE OF THE COUNTY
8 RECORDER OF SAID COUNTY, described as follows:

9 Commencing at the intersection of the centerline of
10 Walnut Drive and the Southerly prolongation of the
11 centerline of Water Street, as said intersection is
12 shown on said map; thence North 57° 41' 30" East along
13 said centerline of Walnut Drive, a distance of 25.00
14 feet; thence South 32° 18' 30" East, 20.00 feet to the
15 true point of beginning, said true point of beginning
16 being a point in the Southeasterly line of said Walnut
17 Drive; thence South 40° 22' 19" East, 385.02 feet;
18 thence South 56° 32' 25" East, 209.39 feet; thence South
19 46° 06' 13" East, 259.08 feet; thence North 3° 17' 44"
20 East, 30.91 feet; thence North 51° 25' 06" East, 122.97
21 feet; thence North 37° 34' 26" West, 790.70 feet to a
22 point in said Southeasterly line of Walnut Drive; thence
23 South 44° 36' 30" West, 9.69 feet; thence South 57° 41'
24 30" West, 259.94 feet along said Southeasterly line to
25 the true point of beginning.

26
27 EXCEPT that portion of the above described parcel,
28 described as follows:

1 Commencing at said intersection of the centerline of
2 said Walnut Drive and the Southerly prolongation of said
3 centerline of Water Street; thence North 57° 41' 30"
4 East, along said centerline of Walnut Drive, 101.70
5 feet; thence South 26° 01' 15" East, 20.12 feet to a
6 point in the Northwesterly line of said Lot No. 1, said
7 last mentioned point being the true point of beginning;
8 thence South 26° 01' 15" East, 57.73 feet; thence South
9 64° 18' 45" West, 26.30 feet; thence North 26° 01' 15"
10 West, 18.20 feet; thence North 64° 18' 45" East, 16.30
11 feet; thence North 26° 01' 15" West, 38.43 feet, more or
12 less, to said Northwesterly line of said Lot No. 1:
13 thence North 57° 41' 30" East, 10.06 feet to the true
14 point of beginning.

15 ALSO EXCEPT that portion described as follows:

16
17 That portion of Lot 1, Tract 9494, as per map recorded
18 in Book 138, Pages 41 and 42 of Maps, records of Los
19 Angeles County, California, described as follows:
20 Beginning at the intersection of Walnut Drive, 40 feet
21 wide, and the Southerly prolongation of the centerline
22 of Water Street, as said intersection is shown on said
23 map; thence North 57° 41' 30" East along said centerline
24 of Walnut Drive, 25 feet; thence South 32° 18' 30" East,
25 20 feet to the Southeasterly line of Walnut Drive;
26 thence South 40° 22' 19" East, 385.02 feet; thence South
27 56° 32' 25" East, 209.39 feet; thence South 46° 06' 13"
28

1 East, 20.59 feet to the true point of beginning; thence
2 North 53° 36' 06" East, 75.29 feet; thence South 79° 50'
3 53" East, 51.46 feet; thence North 60° 59' 22" East,
4 69.43 feet; thence South 37° 34' 26" East, 160.36 feet;
5 thence South 51° 25' 06" West, 122.97 feet; thence South
6 03° 17' 44" West, 30.91 feet; thence North 46° 06' 13"
7 West, 238.49 feet; to the true point of beginning.

8
9 EXCEPT therefrom all oil, gas and other hydrocarbon
10 substances and all precious minerals and metals below
11 the depth of 500 feet below the surface of the demised
12 premises, provided further, however, that there shall be
13 no right of surface entry for the purpose of taking any
14 of said reserved substances, as reserved in deed
15 recorded Dec. 23, 1976 as Instrument No. 1973, Official
16 Records.

17
18 PARCEL 22:

19 THAT PORTION OF LOT 1 OF TRACT NO. 9494, IN THE COUNTY OF LOS
20 ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK
21 138, PAGES 41 AND 42 OF MAPS, IN THE OFFICE OF THE COUNTY
22 RECORDER OF SAID COUNTY, described as follows:

23 Commencing at said intersection of the centerline of
24 said Walnut Drive and the Southerly prolongation of said
25 centerline of Water Street; thence North 57° 41' 30"
26 East, along said centerline of Walnut Drive, 101.70
27 feet; thence South 26° 01' 15" East, 20.12 feet to a
28 point in the Northwesterly line of said Lot No. 1, said

1 last mentioned point being the true point of beginning;
2 thence South 26° 01' 15" East, 57.73 feet; thence South
3 64° 18' 45" West, 26.30 feet; thence North 26° 01' 15"
4 West, 18.20 feet; thence North 64° 18' 45" East, 16.30
5 feet; thence North 26° 01' 15" West, 38.43 feet, more or
6 less, to said Northwesterly line of said Lot No. 1;
7 thence North 57° 41' 30" East, 10.06 feet to the true
8 point of beginning.

9
10 EXCEPT therefrom all oil, gas and other hydrocarbon
11 substances and all precious minerals and metals below
12 the depth of 500 feet below the surface of the demised
13 premises, provided further, however, that there shall be
14 no right of surface entry for the purpose of taking any
15 of said reserved substances, as reserved in deed
16 recorded Dec. 23, 1976 as Instrument No. 1973, Official
17 Records.

18
19 PARCEL 23:

20 THAT PORTION OF LOT 1, TRACT 9494, IN THE COUNTY OF LOS ANGELES,
21 STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 138, PAGES 41
22 AND 42 OF MAPS, RECORDS OF LOS ANGELES COUNTY, CALIFORNIA,
23 described as follows:

24 Beginning at the intersection of Walnut Drive, 40 feet
25 wide, and the Southerly prolongation of the centerline
26 of Water Street, as said intersection is shown on said
27 map; thence North 57° 41' 30" East along said centerline
28 of Walnut Drive, 25 feet; thence South 32° 18' 30" East,

1 20 feet to the Southeasterly line of Walnut Drive;
2 thence South 40° 22' 19" East, 385.02 feet; thence South
3 56° 32' 25" East, 209.39 feet; thence South 46° 06' 13"
4 East, 20.59 feet to the true point of beginning; thence
5 North 53° 36' 06" East, 75.29 feet; thence South 79° 50'
6 53" East, 51.46 feet; thence North 60° 59' 22" East,
7 69.43 feet; thence South 37° 34' 26" East, 160.36 feet;
8 thence South 51° 25' 06" West, 122.97 feet; thence South
9 03° 17' 44" West, 30.91 feet; thence North 46° 06' 13"
10 West, 238.49 feet; to the true point of beginning.

11
12 EXCEPT therefrom all oil, gas and other hydrocarbon
13 substances and all precious minerals and metals below
14 the depth of 500 feet below the surface of the demised
15 premises, provided further, however, that there shall be
16 no right of surface entry for the purpose of taking any
17 of said reserved substances, as reserved in deed
18 recorded Dec. 23, 1976 as Instrument No. 1973, Official
19 Records.

20
21 PARCEL 24:

22 THAT PORTION OF LOT 1 OF TRACT 9494, IN THE COUNTY OF LOS
23 ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 138,
24 PAGE 42 OF MAPS, described as follows:

25 Beginning at the most Easterly corner of said Tract
26 9494; thence North 37° 54' 50" West, 1580.75 feet along
27 the Northeasterly line of said Tract 9494; to an inter-
28 section with the Southeasterly line of 5th Avenue as

1 shown on County Surveyor's Map No. B 191-4 on file in
2 the office of the Surveyor thence South 59° 21' 45"
3 West, 580.00 feet along said Southeasterly line of 5th
4 Avenue to the true point of beginning; thence continuing
5 South 59° 21' 45" West, 100 feet along said South-
6 easterly line of 5th Avenue thence South 60° 15' 36"
7 East, 69.02 feet; thence North 59° 21' 45" East, 100.00
8 feet parallel to said 5th Avenue; thence North 60° 15'
9 36" West, 69.02 feet to the true point of beginning.

10
11 EXCEPT all oil, gas and other hydrocarbon substances and
12 all precious metals and minerals in and under said
13 parcel of land below a depth of 500 feet below the
14 surface, but without right of surface entry, as reserved
15 by Helene M. Airey, a married woman, as her separate
16 property, in deed recorded January 2, 1962 in Book
17 D1465, Page 632, Official Records.

18
19 PARCEL 25:

20 THAT PORTION OF LOT 1, OF TRACT NO. 9494 AS SHOWN ON MAP RECORDED
21 IN BOOK 138, PAGES 41 AND 42 OF MAPS, IN THE OFFICE OF THE RE-
22 CORDER OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, de-
23 scribed as follows:

24 Beginning at the most southerly corner of said Lot 1,
25 thence north 33°15'20" west 2,839.91 feet along the
26 southwesterly line of said Lot 1 to its most westerly
27 corner, thence north 0°15'25" west 949.07 feet to a
28 point in the southerly line of Walnut Drive as shown on

1 said Map of Tract No. 9494, thence south 79°33'18" east
2 8.19 feet along said southerly line, thence south
3 57°52'07" west 277.33 feet along the southeasterly line
4 of said Walnut Drive, thence south 40°03'53" east 130.63
5 feet, thence south 14°54'34" east 102.96 feet, thence
6 south 0°29'27" east 176.27 feet, thence south 15°00'40"
7 west 222.92 feet, thence south 10°18'50" east 203.61
8 feet, thence south 25°58'50" east 61.94 feet, thence
9 north 88°28'51" east 112.29 feet, thence south 53°22'09"
10 east 54.63 feet, thence south 61°31'19" east 31.66 feet,
11 thence south 69°40'36" west 51.48 feet, thence south
12 19°00'39" east 629.32 feet, thence south 68°11'14" east
13 53.85 feet, thence north 64°40'38" east 350.70 feet,
14 thence north 78°38'48" east 446.79 feet, thence south
15 30°38'15" east 79.92 feet to a point in the northwest-
16 erly line of 5th Avenue as shown on County Surveyor's
17 Map No. B-191-4, on file in the office of the Surveyor
18 of said County, said last mentioned point being south
19 59°21'45" west 1,070.00 feet along said northwesterly
20 line from the intersection of the easterly line of said
21 Lot 1, with said northwesterly line of 5th Avenue,
22 thence north 59°21'45" east 95.86 feet along said north-
23 westerly line, thence north 37°14'13" west 432.36 feet,
24 thence north 87°57'17" west 71.75 feet, thence south
25 74°59'24" west 328.20 feet, thence south 21°54'58" west
26 436.31 feet, thence south 64°40'38" west 73.47 feet,
27 thence north 68°11'14" west 18.10 feet, thence north
28 19°00'39" west 183.50 feet, thence north 68°11'54" east

1 30.07 feet, thence north 7°42'43" east 253.63 feet,
2 thence south 68°05'48" west 34.51 feet, thence north
3 21°31'49" west 81.27 feet, thence north 68°05'48" east
4 80.18 feet, thence north 7°42'43" east 137.27 feet,
5 thence south 69°40'36" west 28.00 feet, thence north
6 6°58'44" east 71.26 feet, thence north 61°39'59" east
7 115.61 feet, thence north 24°31'44" east 85.94 feet,
8 thence north 3°17'44" east 49.70 feet, thence south
9 46°06'13" east 41.74 feet, thence north 52°45'47" east
10 135.22 feet, thence south 37°14'13" east 1,002.90 feet
11 to a point in said northwesterly line of 5th Avenue,
12 thence south 37°54'50" east 100.81 feet to a point in
13 the southeasterly line of said 5th Avenue, thence north
14 59°21'45" east 294.14 feet along said last mentioned
15 southeasterly line, thence south 60°15'36" east 69.02
16 feet, thence north 59°21'45" east 348.12 feet, thence
17 south 65°47'07" east 393.93 feet, thence south 74°10'26"
18 east 200.86 feet to a point in said easterly line of Lot
19 1, thence south 37°54'50" east 325.00 feet along said
20 easterly line, thence south 86°44'48" west 155.21 feet,
21 thence south 17°55'40" west 71.47 feet, thence south
22 48°11'01" east 572.93 feet, thence north 34°28'38" east
23 88.82 feet to a point in said easterly line of Lot 1,
24 said point being north 37°54'50" west 235.00 feet from
25 the most easterly corner of said Lot 1, thence south
26 37°54'50" east 235.00 feet along said easterly line to
27 said most easterly corner, thence south 53°30'00" west
28 427.00 feet along the southeasterly line of said Lot 1,

1 thence north 58°22'28" west 557.19 feet, thence north
2 52°31'38" west 437.22 feet, thence north 6°08'28" west
3 158.91 feet, thence north 61°59'26" east 106.47 feet,
4 thence north 40°36'05" west 202.83 feet, thence north
5 60°03'37" west 182.33 feet, thence north 23°34'32" west
6 60.01 feet, thence north 60°15'36" west 178.20 feet to a
7 point in said southeasterly line of 5th Avenue, thence
8 south 59°21'45" west 260.00 feet along said last men-
9 tioned southeasterly line, thence south 34°28'55" east
10 110.27 feet, thence south 16°41'57" west 146.16 feet,
11 thence south 37°41'38" west 55.61 feet, thence south
12 58°59'41" west 473.68 feet, thence south 70°59'39" west
13 285.57 feet, thence south 11°33'37" west 89.82 feet,
14 thence south 35°45'42" east 475.69 feet, thence north
15 52°12'14" east 445.46 feet, thence north 61°35'26" east
16 720.06 feet, thence south 7°47'05" east 93.44 feet,
17 thence south 45°34'52" west 697.24 feet, thence south
18 54°46'06" west 391.76 feet, thence south 28°29'10" west
19 146.77 feet, thence south 32°57'39" east 152.56 feet,
20 thence south 37°23'55" east 390.22 feet, thence south
21 68°51'43" east 107.57 feet, to a point in said south-
22 easterly line of Lot 1, said point being north 52°39'25"
23 east 335.00 feet, along said last mentioned southeast-
24 erly line from the point of beginning, thence south
25 52°39'25" west 335.00 feet to the point of beginning.

26 EXCEPTING therefrom that portion of said 5th Avenue
27 as shown on said C.S.B. 191-4.

28 (SAID PARCEL CONTAINS 68.26 ACRES)

PARCEL 26:

1 THAT PORTION OF THE 33.05 ACRE ALLOTMENT TO JESUS YBARRA, IN THE
2 RANCHO RINCON DE LA BREA IN THE COUNTY OF LOS ANGELES, STATE OF
3 CALIFORNIA, AS SHOWN ON THE PARTITION MAP FILED WITH THE REPORT
4 OF THE REFEREES IN CASE NO. 2168 OF THE DISTRICT COURT OF THE
5 17TH JUDICIAL DISTRICT IN SAID COUNTY AND STATE, described as
6 follows:

7 Beginning at a point in the northerly line of said 33.05
8 acre allotment distant thereon north 74°17'10" east
9 438.00 feet and north 74°45'25" east 216.00 feet from
10 the most westerly corner of said allotment, said point
11 being the northwesterly corner of the land designated as
12 Lot 5, Parcel "A" on partition map in Case No. 72721 New
13 Probate of the Superior Court; thence continuing along
14 said northerly line north 74°45'25" east 186.60 feet to
15 the most northerly corner of said 33.05 acre allotment,
16 common to a point in the southwesterly line of Tract No.
17 5579 as shown on map recorded in Book 88 Pages 52 and 53
18 of Maps, records of said County, said point being the
19 northeast corner of said Lot 5 Parcel "A"; thence south
20 35°23'35" east along said southwesterly line 440.49
21 feet, to a point in the northwesterly line of a railroad
22 right of way as shown on map recorded in Book 150 page
23 86 of Deeds, records of said County, said point being
24 the southeasterly corner of said Lot 5 Parcel "A";
25 thence westerly along the northerly line of said right
26 of way on a curve concave to the north having a radius
27 of 2,814.90 feet, a distance of 156.09 feet to the end
28

1 of said curve; thence tangent to said curve south
2 86°56'20" west, along the northerly line of said right
3 of way, 305.58 feet to the southwesterly corner of the
4 land designated Lot 4 Parcel "A" on said map in Case No.
5 72721; thence south 86°56'20" west along the northerly
6 line of the 100 foot right of way of the San Pedro, Los
7 Angeles, and Salt Lake Railroad Company, as described in
8 deed recorded in Book 1505 Page 84 of Deeds, records of
9 said County, 554.07 feet to the easterly line of Water
10 Street in the westerly line of said 33.05 acre allot-
11 ment; thence north 15°37'50" west along said westerly
12 line to a line parallel with and distant northerly 16.50
13 feet measured at right angles from the northerly lines
14 of said railroad right of ways; thence along said
15 parallel line north 86°56'20" east to the westerly line
16 of said Lot 5 Parcel "A"; thence along said westerly
17 line north 15°37'50" west to the point of beginning.

18 PARCEL 27:

19 THAT PORTION OF LOT 1, OF TRACT NO. 9494, AS SHOWN ON MAP
20 RECORDED IN BOOK 138, PAGES 41 AND 42 OF MAPS, IN THE OFFICE OF
21 THE COUNTY RECORDER OF THE COUNTY OF LOS ANGELES, STATE OF
22 CALIFORNIA, described as follows:

23 Commencing at the intersection of the center line of
24 Walnut Drive and the southerly prolongation of the
25 center line of Water Street, as said intersection is
26 shown on said Map; thence north 57°41'30" east along
27 said center-line of Walnut Drive a distance of 25.00
28

1 feet; thence south 32°18'30" east 20.00 feet to the true
2 point of beginning, said true point of beginning being a
3 point in the southeasterly line of said Walnut Drive;
4 thence south 57°41'30" west 42.00 feet along said south-
5 easterly line; thence south 40°03'53" east 130.63 feet,
6 thence south 14°54'34" east 102.96 feet, thence south
7 0°29'27" east 176.26 feet, thence south 15°00'40" west
8 222.92 feet, thence south 10°18'50" east 203.61 feet,
9 thence south 25°58'50" east 61.94 feet, thence north
10 88°28'51" east 112.28 feet, thence south 53°22'09" east
11 54.63 feet, thence south 61°31'19" east 31.66 feet, to
12 the beginning of a non-tangent curve having a radius of
13 177.00 feet and being concave to the northeast, said
14 curve having a radial line which bears north 24°28'28"
15 east, thence southeasterly along said curve a distance
16 of 76.61 feet through a central angle of 24°47'52" to a
17 curve compound to said last mentioned curve, said com-
18 pound curve having a radius of 257.00 feet and being
19 concave to the northwest, said point of compound curve
20 having a radial line which bears north 0°19'24" west;
21 thence northeasterly along said last mentioned curve a
22 distance of 60.55 feet through a central angle of
23 13°30'00" to a curve compound to said last mentioned
24 curve, said compound curve having a radius of 64.00 feet
25 and being concave to the northwest, said point of com-
26 pound curve having a radial line which bears north
27 13°49'24" west; thence northeasterly along said last
28 mentioned curve a distance of 42.45 feet through a

central angle of 38°00'00" to a curve compound to said
last mentioned curve, said compound curve having a
radius of 132.00 feet and being concave to the north-
west, said point of compound curve having a radial line
which bears north 51°49'24" west; thence northeasterly
along said last mentioned curve a distance of 64.51 feet
through a central angle of 28°00'00" to a point in a
line, said line being not tangent to said last mentioned
curve, said point having a radial line which bears north
79°49'24" west, thence north 6°58'44" east 71.26 feet,
thence north 61°39'59" east 115.61 feet; thence north
24°31'44" east 85.94 feet; thence north 3°17'44" east
49.70 feet, thence north 46°06'13" west 259.08 feet;
thence north 56°32'25" west 209.39 feet; thence north
40°22'19" west 385.02 feet to the true point of begin-
ning.

(SAID PARCEL CONTAINS 6.626 ACRES)

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Exhibit H

Edmund F. Airey and Helene M. Airey Property

PARCEL 1:

THAT PORTION OF LOT 1, OF TRACT NO. 9494, AS SHOWN ON MAP
RECORDED IN BOOK 138, PAGES 41 AND 42 OF MAPS, IN THE OFFICE OF
THE COUNTY RECORDER OF THE COUNTY OF LOS ANGELES, STATE OF
CALIFORNIA, described as follows:

Commencing at the intersection of the center line
of Walnut Drive and the southerly prolongation of the
center line of Water Street, as said intersection is
shown on said Map; thence north $57^{\circ}41'30''$ east along
said center-line of Walnut Drive a distance of 25.00
feet; thence south $32^{\circ}18'30''$ east 20.00 feet to the true
point of beginning, said true point of beginning being a
point in the southeasterly line of said Walnut Drive;
thence south $57^{\circ}41'30''$ west 42.00 feet along said south-
easterly line; thence south $40^{\circ}03'53''$ east 130.63 feet,
thence south $14^{\circ}54'34''$ east 102.96 feet, thence south
 $0^{\circ}29'27''$ east 176.26 feet, thence south $15^{\circ}00'40''$ west
222.92 feet, thence south $10^{\circ}18'50''$ east 203.61 feet,
thence south $25^{\circ}58'50''$ east 61.94 feet, thence north
 $88^{\circ}28'51''$ east 112.28 feet, thence south $53^{\circ}22'09''$ east
54.63 feet, thence south $61^{\circ}31'19''$ east 31.66 feet, to
the beginning of a non-tangent curve having a radius of
177.00 feet and being concave to the northeast, said
curve having a radial line which bears north $24^{\circ}28'28''$
east, thence southeasterly along said curve a distance

1 of 76.61 feet through a central angle of $24^{\circ}47'52''$ to a
2 curve compound to said last mentioned curve, said com-
3 pound curve having a radius of 257.00 feet and being
4 concave to the northwest, said point of compound curve
5 having a radial line which bears north $0^{\circ}19'24''$ west;
6 thence northeasterly along said last mentioned curve a
7 distance of 60.55 feet through a central angle of
8 $13^{\circ}30'00''$ to a curve compound to said last mentioned
9 curve, said compound curve having a radius of 64.00 feet
10 and being concave to the northwest, said point of com-
11 pound curve having a radial line which bears north
12 $13^{\circ}49'24''$ west; thence northeasterly along said last
13 mentioned curve a distance of 42.45 feet through a
14 central angle of $38^{\circ}00'00''$ to a curve compound to said
15 last mentioned curve, said compound curve having a
16 radius of 132.00 feet and being concave to the north-
17 west, said point of compound curve having a radial line
18 which bears north $51^{\circ}49'24''$ west; thence northeasterly
19 along said last mentioned curve a distance of 64.51 feet
20 through a central angle of $28^{\circ}00'00''$ to a point in a
21 line, said line being not tangent to said last mentioned
22 curve, said point having a radial line which bears north
23 $79^{\circ}49'24''$ west, thence north $6^{\circ}58'44''$ east 71.26 feet,
24 thence north $61^{\circ}39'59''$ east 115.61 feet; thence north
25 $24^{\circ}31'44''$ east 85.94 feet; thence north $3^{\circ}17'44''$ east
26 49.70 feet, thence north $46^{\circ}06'13''$ west 259.08 feet;
27 thence north $56^{\circ}32'25''$ west 209.39 feet; thence north
28 / / /

1 40°22'19" west 385.02 feet to the true point of begin-
2 ning.

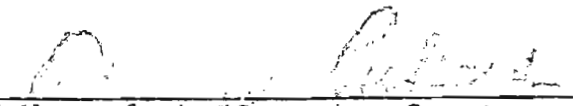
3 (SAID PARCEL CONTAINS 6.626 ACRES)

4
5 PARCEL 2:

6 THAT PORTION OF LOT 1 OF TRACT NO. 9494, AS PER MAP RECORDED IN
7 BOOK 138, PAGES 41 AND 42 OF MAPS, IN THE OFFICE OF THE COUNTY
8 RECORDER OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA,
9 described as follows:

10 Commencing at the intersection of the center line
11 of Walnut Drive and the southerly prolongation of the
12 center line of Water Street, as said intersection is
13 shown on said map; thence north 57°52'17" east, along
14 said center line of Walnut Drive, 101.70 feet; thence
15 south 25°50'28" east 20.12 feet to a point in the
16 northwesterly line of said Lot 1, said last mentioned
17 point being the true point of beginning; thence south
18 25°50'28" east 57.73 feet; thence south 64°29'32" west
19 26.30 feet; thence north 25°50'28" west 18.20 feet;
20 thence north 64°29'32" east 16.30 feet; thence north
21 25°50'28" west 38.43 feet, more or less, to the north-
22 westerly line of said Lot 1; thence north 57°52'17" east
23 10.06 feet to the true point of beginning.

24
25 Dated: MAY 30 1986

26
27 
28 Judge of the Superior Court

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Appendix F - Central Basin Third Amended Judgment

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CITY OF LONG BEACH

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

CENTRAL AND WEST BASIN WATER
REPLENISHMENT DISTRICT, etc.,

Plaintiff,

vs.

CHARLES E. ADAMS, et al.,

Defendant

CITY OF LAKEWOOD, a municipal
corporation,

Cross-Complainant

vs.

CHARLES E. ADAMS, et al.,

Cross-Defendants.

Case No.: 786,656

THIRD AMENDED JUDGMENT

(Declaring and establishing
water rights in Central Basin,
enjoining extractions
therefrom in excess of
specified quantities
and providing for the storage and
extraction of stored water.)

Assigned for all purposes to
Hon. Abraham Khan
Dept. 51

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1 The original judgment in this action was entered on or about August 27, 1965. Pursuant
2 to the reserved and continuing jurisdiction of the court under the Judgment herein, certain
3 amendments to said Judgment and temporary orders have heretofore been made and entered.
4 Continuing jurisdiction of the court for this action is currently assigned to Hon. Abraham Khan.

5 The Motion of Plaintiff WATER REPLENISHMENT DISTRICT OF SOUTHERN
6 CALIFORNIA (which originally brought this action under its former name “Central and West
7 Basin Water Replenishment District”), and of defendants, City of Lakewood, City of Long
8 Beach, Golden State Water Company, California Water Service Company, City of Los Angeles,
9 City of Cerritos, City of Downey, City of Signal Hill, Pico Water District, Bellflower-Somerset
10 Mutual Water Company, LaHabra Heights County Water District, City of Norwalk, Orchard
11 Dale Water District, Montebello Land & Water Company, South Montebello Irrigation District,
12 Sativa Los Angeles County Water District, City of Vernon and Central Basin Municipal Water
13 District (“Moving Parties”) herein for further amendments to the Judgment, notice thereof and of
14 the hearing thereon having been duly and regularly given to all parties, came on for hearing in
15 Department 51 of the above-entitled court on December 18, 2013 at 9:00 a.m. before said Hon.
16 Abraham Khan. This “Third Amended Judgment” incorporates amendments and orders
17 heretofore made to the extent presently operable and amendments pursuant to said last
18 mentioned motion. To the extent this Amended Judgment is a restatement of the Judgment as
19 heretofore amended, it is for convenience in incorporating all matters in one document, is not a
20 readjudication of such matters and is not intended to reopen any such matters. As used
21 hereinafter the word “Judgment” shall include the original Judgment entered in this action as
22 amended to date, including this Third Amended Judgment.

23 There exists in the County of Los Angeles, State of California, an underground water
24 basin or reservoir known and hereinafter referred to as the “Central Basin” or “Basin” described
25 in Appendix “1” to this Judgment.

26 Within this Judgment, the following terms, words, phrases and clauses are used by the
27 Court with the following meanings:

28 “Adjudicated Storage Capacity” means 220,000 acre-feet of the Available Dewatered

1 Space which has been apportioned herein for Individual Storage Accounts and Community
2 Storage.

3 “Administrative Body” is defined in Section II(A).

4 “Administrative Year” means the twelve (12) month period beginning July 1 and ending
5 June 30.

6 “Allowed Pumping Allocation” is that quantity in acre feet which the Court adjudges to
7 be the maximum quantity which a party should be allowed to extract annually from Central
8 Basin as set forth in Part I hereof, which constitutes 80% of such party’s Total Water Right.

9 “Allowed Pumping Allocation for a particular Administrative Year” and “Allowed
10 Pumping Allocation in the following Administrative Year” and similar clauses, mean the
11 Allowed Pumping Allocation as increased in a particular Administrative Year by any authorized
12 carryovers pursuant to Section III(A) of this Judgment and as reduced by reason of any over-
13 extractions in a previous Administrative Year.

14 “Artificial Replenishment” is the replenishment of Central Basin achieved through the
15 spreading or injection of imported or recycled water for percolation thereof into Central Basin by
16 a governmental agency, including WRD.

17 “Artificial Replenishment Water” means water captured or procured by WRD to
18 replenish the Basin, either directly by percolating or injecting the water into the Basin, or
19 through in lieu replenishment by substituting surface water (or payment therefor) in lieu of
20 production and use of groundwater.

21 “Available Dewatered Space” means the total amount of space available to hold
22 groundwater within the Central Basin without causing Material Physical Harm, which space is
23 allocated between Adjudicated Storage Capacity and Basin Operating Reserve.

24 “Base Water Right” is the highest continuous extractions of water by a party from Central
25 Basin for a beneficial use in any period of five consecutive years after the commencement of
26 overdraft in Central Basin and prior to the commencement of this action, as to which there has
27 been no cessation of use by that party during any subsequent period of five consecutive years.
28 As employed in the above definition, the words “extractions of water by a party” and “cessation

of use by that party” include such extractions and cessations by any predecessor or predecessors in interest.

“Basin Operating Reserve” means a total of 110,000 acre feet of Available Dewatered Space available for Basin operations as provided in Section IV(L). The Basin Operating Reserve added to the Adjudicated Storage Capacity equals the amount of Available Dewatered Space.

“Calendar Year” is the twelve month period commencing January 1 of each year and ending December 31 of each year.

“Carryover” is defined in Section III(A).

“Carryover Conversion” means the process of transferring water properly held as Carryover into Stored Water, or the water so converted to Stored Water.

“Central Basin” is the underground basin or reservoir underlying the Central Basin Area, the exterior boundaries of which Central Basin are the same as the exterior boundaries of Central Basin Area.

“Central Basin Area” is the territory described in Appendix “1” to this Judgment and is a segment of the territory comprising Plaintiff District.

“Central Basin Water Rights Panel” means the constituent body of Watermaster consisting of seven (7) Parties elected from among parties holding Allowed Pumping Allocations as provided in Section II(B).

“CEQA” refers to the California Environmental Quality Act, Public Resources Code §§ 21000 *et seq.*

“Community Storage Pool” is defined in Section IV(E).

“Declared Water Emergency” means a period commencing with the adoption of a resolution of the Board of Directors of WRD declaring that conditions within the Central Basin relating to natural and imported supplies of water are such that, without implementation of the water emergency provisions of this Judgment, the water resources of the Central Basin risk degradation. Such Declaration may be made as provided in Section III(A)(3).

“Disadvantaged Community” means any area that is served by a Water Purveyor and that consists of one or more contiguous census tracts which, based upon the most-recent United

1 States Census data, demonstrates a median household income which is less than eighty percent
2 (80%) of the median household income for all Census Tracts within the state of California. The
3 identification of Disadvantaged Communities shall be made by Watermaster following each
4 decennial census.

5 “Extraction,” “extractions,” “extracting,” “extracted,” and other variations of the same
6 noun and verb, mean pumping, taking, diverting or withdrawing groundwater by any manner or
7 means whatsoever from Central Basin.

8 “Imported Water” means water brought into Central Basin Area from a non-tributary
9 source by a party and any predecessors in interest, either through purchase directly from
10 Metropolitan Water District of Southern California (“MWD”), the Central Basin Municipal
11 Water District (“CBMWD”), or any other MWD member agency and additionally, as to the
12 Department of Water and Power of the City of Los Angeles, water brought into the Central Basin
13 Area by that party by means of the Owens River Aqueduct. In the case of water imported for
14 storage by a party pursuant to this Judgment, “Imported Water” means water brought into the
15 Central Basin from any non-tributary source as one method for establishing storage in the
16 Central Basin.

17 “Imported Water Use Credit” is the annual amount, computed on a calendar year basis, of
18 Imported Water which any party and any predecessors in interest, who have timely made the
19 required filings under Water Code Section 1005.1, have imported into Central Basin Area in any
20 calendar year and subsequent to July 9, 1951, for beneficial use therein, but not exceeding the
21 amount by which that party and any predecessors in interest reduces his or their extractions of
22 groundwater from Central Basin in that calendar year from the level of his or their extractions in
23 the preceding calendar year, or in any prior calendar year not earlier than the calendar year 1950,
24 whichever is the greater.

25 “Individual Storage Allocation” is defined in Section IV(D).

26 “Majority Protest” means a written protest filed with the Administrative Body of
27 Watermaster within sixty (60) days following a protested event or decision, which evidences the
28 concurrence of a majority of the Allowed Pumping Allocations held within the Basin as of the

1 date thereof.

2 “Material Physical Harm” means material physical injury or a material diminution in the
3 quality or quantity of groundwater available within the Basin to support extraction of Total
4 Water Rights or Stored Water, that is demonstrated to be attributable to the placement, recharge,
5 injection, storage or recapture of Stored Water in the Central Basin, including, but not limited to,
6 degradation of water quality, liquefaction, land subsidence and other material physical injury
7 caused by elevated or lowered groundwater levels. Material Physical Harm does not include
8 “economic injury” that results from other than direct physical causes, including any adverse
9 effect on water rates, lease rates, or demand for water. Once fully mitigated, physical injury
10 shall no longer be considered to be material.

11 “Natural Replenishment” means and includes all processes other than “Artificial
12 Replenishment” by which water may become a part of the groundwater supply of Central Basin.

13 “Natural Safe Yield” is the maximum quantity of groundwater, not in excess of the long
14 term average annual quantity of Natural Replenishment, which may be extracted annually from
15 Central Basin without eventual depletion thereof or without otherwise causing eventual
16 permanent damage to Central Basin as a source of groundwater for beneficial use, said maximum
17 quantity being determined without reference to Artificial Replenishment.

18 “Outgoing Watermaster” is the State of California, Department of Water Resources, the
19 Watermaster appointed pursuant to the terms of the Judgment before this Third Amendment.

20 “Overdraft” is that condition of a groundwater basin resulting from extractions in any
21 given annual period or periods in excess of the long term average annual quantity of Natural
22 Replenishment, or in excess of that quantity which may be extracted annually without otherwise
23 causing eventual permanent damage to the basin.

24 “Party” means a party to this action. Whenever the term “party” is used in connection
25 with a quantitative water right, or any quantitative right, privilege or obligation, or in connection
26 with the assessment for the budget of the Watermaster, it shall be deemed to refer collectively to
27 those parties to whom are attributed a Total Water Right in Part I of this Judgment.

28 “Person” or “persons” include individuals, partnerships, associations, governmental

1 agencies and corporations, and any and all types of entities.

2 “Recycled Water” means water that has been reclaimed through treatment appropriate for
3 its intended use in compliance with applicable regulations.

4 “Regional Disadvantaged Communities Incentive Program” means a program to be
5 developed by Watermaster in the manner provided in Section II(H) of this Judgment, and
6 approved by the Court, whereby a portion of the Community Storage Pool is made available to
7 or for the benefit of Disadvantaged Communities, on a priority basis within the Central Basin.

8 “Replenishment Assessment” means the replenishment assessment imposed by WRD
9 upon each acre-foot of groundwater extracted from the Central Basin pursuant to WRD’s
10 enabling act, California Water Code §§ 60000 et seq.

11 “Small Water Producers Group” means a body consisting of parties holding no greater
12 than 5,000 acre-feet of Allowed Pumping Allocation, as set forth on Appendix 3 hereto and as
13 may be modified from time to time by the Group’s own procedures and the requirements set
14 forth in Appendix 3.

15 “Storage Panel” or “Central Basin Storage Panel” means a bicameral constituent body of
16 Watermaster consisting of (i) the Central Basin Water Rights Panel and (ii) the Board of
17 Directors of WRD.

18 “Storage Project” means an activity pertaining to the placement, recharge, injection,
19 storage, transfer, or recapture of Stored Water within the Basin, but does not include actions by
20 WRD undertaken in connection with its replenishment activities.

21 “Stored Water” means water, including Recycled Water, held within Available
22 Dewatered Space as a result of spreading, injection, in-lieu delivery, or Carryover Conversion,
23 where there is an intention to subsequently withdraw the water for reasonable and beneficial use
24 pursuant to this Judgment.

25 “Total Water Right” is the quantity arrived at in the same manner as in the computation
26 of “Base Water Right,” but including as if extracted in any particular year the Imported Water
27 Use Credit, if any, to which a particular party may be entitled.

28 “Water” includes only non-saline water, which is that having less than 1,000 parts of

1 chlorides to 1,000,000 parts of water.

2 “Water Augmentation Project” means pre-approved physical actions and management
3 activities that provide demonstrated appreciable increases in long-term annual groundwater yield
4 in the Basin that are initiated as provided in this Judgment after January 1, 2013.

5 “Water Purveyor” means a Party (and successors in interest) which sells water to the
6 public, whether a regulated public utility, mutual water company or public entity. As that term is
7 used in Section III(B)(6), “Water Purveyor,” in addition to the foregoing, means a Party which
8 has a connection or connections for the taking of Imported Water through the Metropolitan
9 Water District of Southern California (“MWD”), or through a MWD-member agency, or access
10 to such Imported Water through such connection, and which normally supplies at least a part of
11 its customers’ water needs with such Imported Water.

12 “Watermaster” is defined in Part II and is comprised of (i) the Administrative Body, (ii)
13 the Central Basin Water Rights Panel, and (iii) the Central Basin Storage Panel. Watermaster,
14 and the various constituent bodies of Watermaster, as designated in this Judgment, exist as a
15 special master pursuant to this Judgment and Watermaster serves at the pleasure of the Court.
16 Nothing herein shall be construed as creating an independent designation of “Watermaster” as a
17 public agency subject to the provisions of CEQA, nor does membership or participation as the
18 designated Watermaster expand any statutory, constitutional, or other powers of the members
19 serving as part of the Watermaster.

20 “West Coast Basin” is the groundwater basin adjacent to the Central Basin which is the
21 subject of a separate adjudication of groundwater rights in *California Water Service Company, et*
22 *al. v. City of Compton, et al.*, Los Angeles Superior Court Case No. 506806.

23 “WRD” or “Water Replenishment District” is the plaintiff herein, the Water
24 Replenishment District of Southern California, a special district of the State of California, which
25 brought this action under its former name, “Central and West Basin Water Replenishment
26 District.”

27 In those instances where any of the above-defined words, terms, phrases or clauses are
28 utilized in the definition of any of the other above-defined words, terms, phrases and clauses,

1 such use is with the same meaning as is above set forth.

2
3 NOW THEREFORE, IT IS ORDERED, DECLARED, ADJUDGED AND DECREED
4 WITH RESPECT TO THE ACTION AND CROSS-ACTION AS FOLLOWS:

5
6 I. DECLARATION AND DETERMINATION OF WATER RIGHTS OF
7 PARTIES; RESTRICTION ON THE EXERCISE THEREOF.¹

8 A. Determination of Rights of Parties.

9 (1) Each party, except defendants The City of Los Angeles and
10 Department of Water and Power of the City of Los Angeles, whose name is set
11 forth in Appendix 2 and by this reference made a part hereof, and after whose
12 name there appears under the column "Total Water Right" a figure other than "0,"
13 is the owner of and has the right to extract annually groundwater from Central
14 Basin for beneficial use in the quantity set forth after that party's name under said
15 column "Total Water Right" as of the close of the Administrative Year ending
16 June 30, 2012 in accordance with the Watermaster Reports on file with this Court
17 and the records of the Plaintiff. This tabulation does not take into account
18 additions or subtractions from any Allowed Pumping Allocation of a producer for
19 the 2012-2013 Administrative Year, nor other adjustments not representing
20 change in fee title to water rights, such as leases of water rights, nor does it
21 include the names of lessees of landowners where the lessees are exercising the
22 water rights. The exercise of all water rights is subject, however, to the
23 provisions of this Judgment as hereinafter contained. All of said rights are of the
24 same legal force and effect and are without priority with reference to each other.
25 Each party whose name is set forth in the tabulation in Appendix "2" of this

26
27 ¹ Headings in the Judgment are for purposes of reference and the language of said headings do not constitute, other
28 than for such purpose, a portion of this Judgment.

1 Judgment, and after whose name there appears under the column “Total Water
2 Right” the figure “0,” owns no rights to extract any groundwater from Central
3 Basin, and has no right to extract any groundwater from Central Basin.

4 (2) Defendant The City of Los Angeles is the owner of the right to
5 extract fifteen thousand (15,000) acre feet per annum of groundwater from
6 Central Basin, but it has the right and ability to purchase or lease additional rights
7 to extract groundwater and increase its Allowed Pumping Allocation. Defendant
8 Department of Water and Power of the City of Los Angeles has no right to extract
9 groundwater from Central Basin except insofar as it has the right, power, duty or
10 obligation on behalf of defendant The City of Los Angeles to exercise the water
11 rights in Central Basin of defendant The City of Los Angeles. The exercise of
12 said rights is subject, however, to the provisions of this Judgment hereafter
13 contained, including but not limited to, sharing with other parties in any
14 subsequent decreases or increases in the quantity of extractions permitted from
15 Central Basin, pursuant to continuing jurisdiction of the Court, on the basis that
16 fifteen thousand (15,000) acre feet (and any increase in its Allowed Pumping
17 Allocation) bears to the Allowed Pumping Allocations of the other parties.

18 (3) No party to this action is the owner of or has any right to extract
19 groundwater from Central Basin except as herein affirmatively determined.

20 B. Parties Enjoined as to Quantities of Extractions.

21 (1) Each party, other than The State of California and The City of Los
22 Angeles and Department of Water and Power of The City of Los Angeles, is
23 enjoined and restrained in any Administrative Year commencing after the date
24 this Judgment becomes final from extracting from Central Basin any quantity of
25 Water greater than the party’s Allowed Pumping Allocation as hereinafter set
26 forth next to the name of the party in the tabulation appearing in Appendix 2 at
27 the end of this Judgment, subject to further provisions of this Judgment. Subject
28 to such further provisions, the officials, agents and employees of The State of

1 California are enjoined and restrained in any such Administrative Year from
2 extracting from Central Basin collectively any quantity of water greater than the
3 Allowed Pumping Allocation of The State of California as hereinafter set forth
4 next to the name of that party in the same tabulation. Each party adjudged and
5 declared above not to be the owner of and not to have the right to extract
6 groundwater from Central Basin is enjoined and restrained in any Administrative
7 Year commencing after the date this Judgment becomes final from extracting any
8 groundwater from Central Basin, except as may be hereinafter permitted to any
9 such party under this Judgment.

10 (2) The total extraction right for each party includes a party's Allowed
11 Pumping Allocation (to the extent not transferred by agreement or otherwise), any
12 contractual right acquired through lease or other agreement to extract or use the
13 rights of another party, and any right to extract Stored Water or Carryover as
14 provided in this Judgment. No party may extract in excess of 140% of the sum of
15 (i) the party's Allowed Pumping Allocation and (ii) the party's leased water,
16 except upon prior approval by the applicable body of Watermaster as required
17 pursuant to Section IV(J) as provided herein. Upon application, the body specified
18 in Section IV(J) shall approve a party's request to extract water in excess of such
19 limit, provided there is no Material Physical Harm. Requests to extract water in
20 excess of such limit shall be reviewed and either approved or denied within thirty
21 (30) days of such request.

22 (3) Defendant The City of Los Angeles is enjoined and restrained in
23 any Administrative Year commencing after the date this Judgment becomes final
24 from extracting from Central Basin any quantity of water greater than fifteen
25 thousand (15,000) acre feet or its Allowed Pumping Allocation, as recognized by
26 the Watermaster, if it acquires additional rights to pump groundwater through
27 purchase or lease, subject to further provisions of this Judgment, including but not
28 limited to, sharing with other parties in any subsequent decreases or increases in

1 the quantity of extractions permitted from Central Basin by parties, pursuant to
2 continuing jurisdiction of the Court, on the basis that fifteen thousand (15,000)
3 acre feet (or the adjusted Allowed Pumping Allocation if additional rights are
4 acquired) bears to the Allowed Pumping Allocations of the other parties.
5 Defendant Department of Water and Power of The City of Los Angeles is
6 enjoined and restrained in any Administrative Year commencing after the date
7 this Judgment becomes final from extracting from Central Basin any quantity of
8 water other than such as it may extract on behalf of defendant The City of Los
9 Angeles, and which extractions, along with any extractions by said City, shall not
10 exceed that quantity permitted by this Judgment to that City in any Administrative
11 Year. Whenever in this Judgment the term “Allowed Pumping Allocation”
12 appears, it shall be deemed to mean as to defendant The City of Los Angeles the
13 quantity of fifteen thousand (15,000) acre feet unless the City of Los Angeles has
14 acquired through purchase or lease right to extract additional groundwater. The
15 limit on extraction as provided in the preceding Section I(B)(1) shall also apply to
16 The City of Los Angeles.

17 (4) Any rights decreed and adjudicated herein may be transferred,
18 assigned, licensed or leased by the owner thereof provided, however, that no such
19 transfer shall be complete until compliance with the appropriate notice procedures
20 established by Watermaster.

21 (5) Unless a party elects otherwise, production of water from the Basin
22 for the use or benefit of the parties hereto shall be counted against the party’s total
23 extraction right in the following order: (i) Increased extractions by certain
24 qualified water rights holders pursuant to Section IV(K), (ii) Exchange Pool
25 production, (iii) production of Carryover water, (iv) production of leased water, ,
26 (v) production of Allowed Pumping Allocation, (vi) production of Stored Water,
27 (vii) production of Drought Carryover (according to Watermaster’s Rules), and
28 (viii) production of water under an agreement with WRD during a period of

1 emergency pursuant to Section III(B)(6).

2 C. Parties Enjoined as to Export of Extractions.

3 Except as expressly authorized herein, or upon further order of the Court, all
4 parties are enjoined and restrained from transporting water extracted from the Central
5 Basin outside the boundaries of the Central Basin Area. For purposes of this Section,
6 water supplied by a Water Purveyor to its customers located within any of its service
7 areas contiguous to the Central Basin or within WRD's service area shall be exempt from
8 the export prohibition of this Section provided that the Water Purveyor also provides
9 water to a service area that overlies the Basin in whole or in part. The foregoing
10 exemption is not made, nor is it related to, a determination of an underflow between the
11 basins, a cost or benefit allocation, or any other factor relating to the allocation of the
12 Replenishment Assessment by WRD. Further, this injunction and restriction does not
13 apply to export of water that will take place pursuant to contractual obligations
14 specifically identified on Appendix 4, nor does it apply to export of Stored Water not
15 having its origin in Carryover Conversion. The export identified on Appendix 4 may
16 continue to the extent that any such extraction does not violate any other provisions of
17 this Judgment, provided however that no such export identified on Appendix 4 shall
18 exceed 5,000 acre-feet in any Year.

19
20 II. APPOINTMENT OF WATERMASTER; WATERMASTER ADMINISTRATION
21 PROVISIONS.

22 The particular bodies specified below are, jointly, hereby appointed Watermaster,
23 for an indefinite term, but subject to removal by the Court, to administer this Judgment. Such
24 bodies, which together shall constitute the "Watermaster," shall have restricted powers, duties
25 and responsibilities as specified herein, it being the court's intention that particular constituent
26 bodies of Watermaster have only limited and specified powers over certain aspects of the
27 administration of this Judgment. The Outgoing Watermaster will exercise reasonable diligence
28 in the complete transition of Watermaster duties and responsibilities within a reasonable time

1 following entry of this order, and to make available to the new Watermaster all records
2 concerning Watermaster activities. The chair of the Central Basin Water Rights Panel (defined
3 below) shall thereafter represent the Watermaster before the Court.

4 A. The Administrative Body.

5 Plaintiff Water Replenishment District of Southern California (“WRD”) is
6 appointed the Administrative Body of the Central Basin Watermaster (“Administrative
7 Body”). In order to assist the Court in the administration of the provisions of this
8 Judgment and to keep the Water Rights Panel and the Court fully advised in the
9 premises, the Administrative Body shall have the following duties, powers and
10 responsibilities:

11 (1) To Require Reports, Information and Records.

12 In consultation with the Water Rights Panel, the Administrative Body
13 shall require the parties to furnish such reports, information and records as may be
14 reasonably necessary to determine compliance or lack of compliance by any party
15 with the provisions of this Judgment.

16 (2) Storage Projects.

17 The Administrative Body shall exercise such powers as may be
18 specifically granted to it under this Judgment with regard to Stored Water.

19 (3) Annual Report.

20 The Administrative Body shall prepare, on or before the 15th day of the
21 fourth month following the end of the preceding Administrative Year, an annual
22 report for the consideration of the Water Rights Panel. The Chair of the Water
23 Rights Panel shall submit to the Court either (1) the annual report prepared by the
24 Administrative Body, following the adoption by the Water Rights Panel, or (2) an
25 annual report separately prepared and adopted by the Water Rights Panel. The
26 annual report prepared by the Administrative Body shall be limited to the
27 following, unless otherwise required by the Court:

28 (a) Groundwater extractions

- (b) Storage Accounts maintained by each party
- (c) Status of the Regional Disadvantaged Community Incentive Program, if approved by the Court
- (d) Exchange Pool operation
- (e) Use of Imported Water
- (f) Violations of this Judgment and corrective action taken by bodies of Watermaster having jurisdiction as provided in this Judgment
- (g) Change of ownership of Total Water Rights
- (h) Watermaster administration costs
- (i) Water spread or imported into the Basin
- (j) Water Augmentation Projects
- (k) Whether the Administrative Body has become aware of the development of a Material Physical Harm, or imminent threat of the development of a Material Physical Harm, as required pursuant to Section IV(B) of this Judgment
- (l) Other matters as agreed with the Water Rights Panel
- (m) Recommendations, if any.

In consultation with the Water Rights Panel, the Administrative Body shall provide reasonable notice to all parties of all material actions or determinations by Watermaster or any constituent body thereof, and as otherwise provided by this Third Amended Judgment.

(4) Annual Budget and Appeal Procedure in Relation Thereto.

By April 1 of each Administrative Year, the Administrative Body shall prepare a proposed administrative budget for the subsequent year stating the anticipated expense for performing the administrative functions specified in this Judgment (the “Administrative Budget”). The Administrative Body shall mail a copy of the proposed Administrative Budget to each of the Parties at least 60 days

1 before the beginning of each Administrative Year. The Administrative Budget
2 mailed to the Parties shall provide sufficient detail in the Administrative Budget
3 to demonstrate a separation in accounting between the Administrative Budget and
4 WRD's Replenishment Assessment and operating budget. For the first
5 Administrative Year of operation under this Third Amended Judgment, if the
6 Administrative Body is unable to meet the above time requirement, the
7 Administrative Body shall mail said copies as soon as possible. The first year the
8 Administrative Budget is prepared, the amount of that budget shall not exceed an
9 amount equal to fifty percent (50%) of the 2012-2013 charge for Watermaster
10 service for the Central Basin collected from Parties by the California Department
11 of Water Resources. At all times, the Administrative Body shall maintain a
12 separation in accounting between the Administrative Budget and WRD's
13 Replenishment Assessment and operating budget. All increases in future budgets
14 for the Administrative Body above the amount set forth above shall be subject to
15 approval by the Water Rights Panel following a public meeting to be held prior to
16 the beginning of the Administrative Year, provided that the approved budget shall
17 not be less than the amount of the first-year budget for the Administrative Body,
18 except upon further order of the Court. Any administrative function by WRD
19 already paid for by the Replenishment Assessment shall not be added as an
20 expense in the Administrative Budget. Similarly, any expense paid for by the
21 Administrative Budget shall not be added to WRD's operating budget, or
22 otherwise added to the calculation of the Replenishment Assessment. While WRD
23 may approve the proposed Administrative Budget at the same meeting in which
24 WRD adopts its annual Replenishment Assessment or annual budget, the
25 Administrative Body's budget shall be separate and distinct from the
26 Replenishment Assessment imposed pursuant to Water Code §60317 and WRD's
27 operating budget.

28 If approval by the Water Rights Panel is required pursuant to the

1 foregoing, the Water Rights Panel shall act upon the proposed budget within 15
2 calendar days after the public meeting. If the Water Rights Panel does not
3 approve the budget prior to such deadline, the matter may be appealed to the
4 Court within sixty (60) days. If any Party hereto has any objection to the
5 Administrative Budget, it shall present the same in writing to Watermaster within
6 15 days after the date of mailing of said tentative budget by the Administrative
7 Body. The Parties shall make the payments otherwise required of them to the
8 Administrative Body even though an appeal of such budget may be pending.
9 Upon any revision by the Court, the Administrative Body shall either remit to the
10 Parties their pro rata portions of any reduction in the budget, or shall credit their
11 accounts with respect to their budget assessments for the next ensuing
12 Administrative Year, as the Court shall direct.

13 The amount of the Administrative Budget to be assessed to each party
14 shall be determined as follows: If that portion of the final budget to be assessed to
15 the Parties is equal to or less than \$20.00 per party then the cost shall be equally
16 apportioned among the Parties. If that portion of the final budget to be assessed to
17 Parties is greater than \$20.00 per party then each Party shall be assessed a
18 minimum of \$20.00. The amount of revenue expected to be received through the
19 foregoing minimum assessments shall be deducted from that portion of the final
20 budget to be assessed to the Parties and the balance shall be assessed to the Parties
21 having Allowed Pumping Allocation, such balance being divided among them
22 proportionately in accordance with their respective Allowed Pumping Allocation.

23 Payment of the assessment provided for herein, subject to adjustment by
24 the Court as provided, shall be made by each such party prior to beginning of the
25 Administrative Year to which the assessment relates, or within 40 days after the
26 mailing of the tentative budget, whichever is later. If such payment by any Party
27 is not made on or before said date, the Administrative Body shall add a penalty of
28 5% thereof to such party's statement. Payment required of any Party hereunder

1 may be enforced by execution issued out of the Court, or as may be provided by
2 order hereinafter made by the Court, or by other proceedings by the Watermaster
3 or by any Party on the Watermaster's behalf.

4 Any money unexpended at the end of any Administrative Year shall be
5 applied to the budget of the next succeeding Administrative Year. The
6 Administrative Body shall maintain no reserves.

7 Notwithstanding the above, no part of the budget of the Administrative
8 Body shall be assessed to WRD or to any Party who has not extracted water from
9 Central Basin for a period of two successive Administrative Years prior to the
10 Administrative Year in which the tentative budget should be mailed by the
11 Administrative Body under the provisions of this subparagraph (4).

12 (5) Rules.

13 The Administrative Body may adopt, and amend from time to time, rules
14 consistent with this Judgment as may be reasonably necessary to carry out duties
15 under the provisions of this Judgment within its particular area of responsibility.
16 The Body shall adopt its first set of rules and procedures within three (3) months
17 following entry of this Third Amended Judgment. The rules shall be effective on
18 such date after the mailing thereof to the Parties as is specified by the Body, but
19 not sooner than thirty (30) days after such mailing.

20 B. The Central Basin Water Rights Panel.

21 The Central Basin Water Rights Panel of the Central Basin Watermaster ("Water Rights
22 Panel") shall consist of seven (7) members, each of which is a Party. The term of each member
23 of the Panel, with the exception of the seat held by the Small Water Producers Group, as
24 provided herein, shall be limited to four years. The Court will make the initial appointments to
25 the Central Basin Water Rights Panel upon motion by Parties consistent with the categories set
26 forth below at or about the time of entry of this Third Amended Judgment, and shall establish a
27 procedure for the staggered terms of such members. Thereafter, elections of members of the
28 Panel shall be held as provided herein. One (1) such member of the Water Rights Panel shall be

1 elected by vote of the Small Water Producers Group conducted in accordance with its own
2 procedures, provided such Group, as of the date of the election, consists of at least five (5)
3 members who are Water Purveyors. One (1) such member of the Water Rights Panel shall be
4 elected by vote of Parties with Allowed Pumping Allocation of less than 5,000 acre-feet who are
5 not members of the Small Water Producers Group or, if the Small Water Producers Group does
6 not then qualify following a continuous six-month period of non-qualification as provided
7 herein, then two (2) such members shall be so selected. One (1) such member of the Water
8 Rights Panel shall be elected by vote of Parties with Allowed Pumping Allocation of at least
9 5,000 acre-feet but less than 10,000 acre-feet. Three (3) such members of the Water Rights
10 Panel shall be elected by vote of Parties with Allowed Pumping Allocation of 10,000 acre-feet or
11 greater. One (1) such member of the Water Rights Panel shall be elected by a vote of all holders
12 of Allowed Pumping Allocations, with each such holder being entitled to one vote, such member
13 to be elected by a plurality of the votes cast, following a nomination procedure to be established
14 in the Water Rights Panel's rules. In the event of a tie, the seventh member shall be determined
15 as may be provided in the Water Rights Panel's rules, or otherwise by the court. Except as
16 otherwise provided in this Section, each such rights holder shall have the right to cast a total
17 number of votes equal to the number of acre-feet of its Allowed Pumping Allocation (rounded to
18 the next highest whole number). With the exception of voting for the seventh member, Parties
19 shall be entitled to vote only for candidates within the category(ies) that represent that Party's
20 Allowed Pumping Allocation. For example, parties who are members of the Small Water
21 Producers Group are entitled to vote only for the Small Water Producer Group member and the
22 seventh member of the Water Rights Panel, and so on. Parties are not permitted to split votes.
23 The results of such election shall be reported to the Court for confirmation of each member's
24 appointment to the Water Rights Panel of Watermaster. The elected members of the Water
25 Rights Panel shall be those candidates receiving the highest vote total in their respective
26 categories. The Water Rights Panel shall hold its first meeting within thirty (30) days of the date
27 this Third Amended Judgment becomes final. The Water Rights Panel shall develop rules for its
28 operation consistent with this Judgment. The Water Rights Panel shall take action, including the

1 election of its Chair, by majority vote of its members. Election of the Chair shall occur every
2 two years, with no Party serving as Chair for consecutive terms. Members of the Water Rights
3 Panel shall serve without compensation. All references to Annual Pumping Allocation, as used
4 herein, are as determined by the last published Watermaster report.

5 (1) The Water Rights Panel shall have the following duties and
6 responsibilities:

7 (a) Enforcement of Adjudicated Rights. As against the other
8 bodies of Watermaster, the Water Rights Panel shall have exclusive
9 authority to move the Court to take such action as may be necessary to
10 enforce the terms of the Judgment with regard to the extraction of
11 Allowed Pumping Allocation and the maintenance of adjudicated
12 groundwater extraction rights as provided in this Judgment.

13 (b) Requirement of Measuring Devices. The Water Rights
14 Panel shall require all parties owning or operating any facilities for the
15 extraction of groundwater from Central Basin to install and maintain at
16 all times in good working order at such party's own expense,
17 appropriate measuring devices at such times and as often as may be
18 reasonable under the circumstances and to calibrate or test such
19 devices.

20 (c) Inspections by Watermaster. The Water Rights Panel may
21 make inspections of groundwater production facilities, including
22 aquifer storage and recovery facilities, and measuring devices at such
23 times and as often as may be reasonable under the circumstances and
24 to calibrate or test such devices.

25 (d) Reports. Annually, the Water Rights Panel, in cooperation
26 with the Administrative Body, shall report to the Court, concerning
27 any or all of the following:

28 (i) Groundwater extractions

- (ii) Exchange Pool operation
- (iii) Status of the Regional Disadvantaged Community Incentive Program, if approved by the Court
- (iv) Violations of this Judgment and corrective action taken or sought
- (v) Change of ownership of Total Water Rights
- (vi) Assessments made by the Water Rights Panel and any costs incurred
- (vii) Whether the Water Rights Panel has become aware of the development of a Material Physical Harm, or imminent threat of the development of a Material Physical Harm, as required pursuant to Section IV(B) of this Judgment
- (viii) Recommendations, if any.

As provided in Section II.A(3), the Water Rights Panel may adopt the annual report prepared by the Administrative Body, and submit the same to the Court, or the Water Rights Panel may prepare, adopt and submit to the Court a separate report. The Chair of the Water Rights Panel shall be responsible for reporting to the Court concerning adjudicated water rights issues in the Basin.

(2) Assessment. The Water Rights Panel shall assess holders of water rights within the Central Basin an annual amount not to exceed \$1.00 per acre-foot of Allowed Pumping Allocation, by majority vote of the members of the Water Rights Panel. The body may assess a higher amount, subject to being overruled by Majority Protest. The assessment is intended to cover any costs associated with reporting responsibilities, any Judgment enforcement action, and the review of storage projects as a component of the “Storage Panel” as provided below. It is anticipated that this body will rely on the Administrative Body’s staff for the functions related to the Administrative Body’s responsibilities, but the

1 Water Rights Panel may engage its own staff if required in its reasonable
2 judgment. Assessments will constitute a lien on the water right assessed,
3 enforceable as provided in this Judgment.

4 (3) Rules. The Water Rights Panel may adopt and amend from time to
5 time, at an open meeting of that Panel, rules consistent with this Judgment as may
6 be reasonably necessary to carry out duties under the provisions of this Judgment
7 within its particular area of responsibility. The Panel shall adopt its first set of
8 rules and procedures within three (3) months following entry of this Third
9 Amended Judgment. The rules shall be effective on such date after the mailing
10 thereof to the Parties as is specified by the Panel, but not sooner than thirty (30)
11 days after such mailing.

12 C. The Storage Panel.

13 The Storage Panel of the Central Basin Watermaster (“Storage Panel”) shall be a
14 bicameral body consisting of (i) the Water Rights Panel and (ii) the Board of Directors of
15 WRD. Action by the Storage Panel shall require separate action by a majority of each of
16 its constituent bodies. The Storage Panel shall have the duties and responsibilities
17 specified with regard to the Provisions for the Storage and Extraction of Stored
18 Groundwater as set forth in Part IV and the other provisions of this Judgment.

19 D. Use of Facilities and Data Collected by Other Governmental Agencies.

20 Where practicable, the three bodies constituting the Central Basin Watermaster
21 should not duplicate the collection of data relative to conditions of the Central Basin
22 which is then being collected by one or more governmental agencies, but where
23 necessary each such body may collect supplemental data. Where it appears more
24 economical to do so, the Watermaster and its constituent bodies are directed to use such
25 facilities of other governmental agencies as are available to it under either no cost or cost
26 agreements with respect to the receipt of reports, billings to parties, mailings to parties,
27 and similar matters.

28 E. Appeal from Watermaster Decisions.

1 Appeals concerning the budget proposed by the Administrative Body shall be
2 governed by Section II(A)(4) of this Judgment. Appeals concerning decisions by the
3 Storage Panel shall be governed by Section IV(P) of this Judgment. With respect to all
4 other objections by a Party to any action or decision by the Watermaster, such objections
5 will be governed by this Section II(E). Any party interested therein who objects to any
6 rule, determination, order or finding made by the Watermaster or any constituent body
7 thereof, may object thereto in writing delivered to the Administrative Body within 30
8 days after the date the Watermaster, or any constituent body thereof, mails written notice
9 of the making of such rule, determination, order or finding. Within 30 days after such
10 delivery the Watermaster, or the affected constituent body thereof, shall consider said
11 objection and shall amend or affirm his rule, determination, order or finding and shall
12 give notice thereof to all parties. Any such party may file with the Court within 60 days
13 from the date of said notice any objection to such rule, determination, order or finding of
14 the Watermaster, or any constituent body thereof, and bring the same on for hearing
15 before the Court at such time as the Court may direct, after first having served said
16 objection upon all other parties. The Court may affirm, modify, amend or overrule any
17 such rule, determination, order or finding of the Watermaster or its affected constituent
18 body. Any objection under this paragraph shall not stay the rule, determination, order or
19 finding of the Watermaster. However, the Court, by *ex parte* order, may provide for a
20 stay thereof on application of any interested party on or after the date that any such party
21 delivers to the Watermaster any written objection.

22 F. Effect of Non-Compliance by Watermaster With Time Provisions.

23 Failure of the Watermaster to perform any duty, power or responsibility set forth
24 in this Judgment within the time limitation herein set forth shall not deprive the
25 Watermaster or its applicable constituent body of authority to subsequently discharge
26 such duty, power or responsibility, except to the extent that any such failure by the
27 Watermaster may have rendered some otherwise required act by a party impossible.

28 G. Limitations on Administrative Body.

1 WRD shall not acquire Central Basin water rights, nor lease Central Basin water
2 or water rights to or from any Party or third party. However, the foregoing shall (i) not be
3 interpreted to restrict WRD's ability or authority to acquire water from any source for
4 purposes of Artificial or Natural Replenishment or for water quality activities, and (ii)
5 not restrict WRD's authority under California Water Code Section 60000 et seq. to
6 develop reclaimed, recycled or remediated water for groundwater replenishment
7 activities.

8 H. Regional Disadvantaged Communities Incentive Program.

9 The Water Rights Panel, acting through the General Manager of WRD, shall
10 develop a Regional Disadvantaged Communities Incentive Program, pursuant to which a
11 portion of the Community Storage Pool is reserved for the benefit of Disadvantaged
12 Communities within the Central Basin. Nothing in this Judgment, nor the establishment
13 of such a program, shall diminish the rights otherwise granted to Parties under this
14 Judgment, including but not limited to the right to place water in storage in the
15 Community Storage Pool. The Water Rights Panel shall meet within thirty (30) days of
16 its formation to identify and consider potential third-party independent consultants who
17 may be retained to design the program, including those recommended by the General
18 Manager of WRD. The Water Rights Panel shall select a consultant within thirty (30)
19 days thereafter. In the event the General Manager of WRD objects to the selected
20 consultant, in writing, then the Water Rights Panel and the General Manager of WRD
21 shall exchange a list of no more than two (2) consultants each for further consideration.
22 If the Water Rights Panel and the General Manager of WRD are unable to agree to a
23 consultant within an additional thirty (30) days, then the Chair of the Water Rights Panel
24 shall file a request with the Court for an order appointing a consultant. Upon selection of
25 a third-party independent consultant, whether through the Water Rights Panel process or
26 the court process identified herein, the consultant shall design a detailed program and
27 deliver it to the Water Rights Panel within ninety (90) days of the consultant's retention.
28 All costs associated with design of the program shall be paid for out of the Water Rights

Panel’s assessment, as provided in Section II.B(2). The Water Rights Panel shall present the program to the Court for its review and approval within one year of entry of this Third Amended Judgment. If approved by the Court, the Water Rights Panel, acting through the General Manager of WRD, shall be responsible for administration of the Regional Disadvantaged Communities Incentive Program, including insuring that any funds generated through the program benefit Disadvantaged Communities. Any Storage Project established pursuant to this Program shall have priority to use up to 23,000 acre-feet of Available Storage within the Community Storage Pool, as further provided in Section IV.E(2). Watermaster shall report to the Court concerning such program as a part of its annual report.

III. PROVISIONS FOR PHYSICAL SOLUTION TO MEET THE WATER REQUIREMENTS IN CENTRAL BASIN.

In order to provide flexibility to the injunction set forth in Part I of the Judgment, and to assist in a physical solution to meet water requirements in Central Basin, the injunction so set forth is subject to the following provisions.

A. Carryover of Portion of Allowed Pumping Allocation.

(1) Amount of Carryover.

Each party adjudged to have a Total Water Right or water rights and who, during a particular Administrative Year, does not extract from Central Basin a total quantity equal to such party’s Allowed Pumping Allocation for the particular Administrative Year, less any allocated subscriptions by such party to the Exchange Pool, or plus any allocated requests by such party for purchase of Exchange Pool water, is permitted to carry over (the “One Year Carryover”) from such Administrative Year the right to extract from Central Basin in the next succeeding Administrative Year so much of said total quantity as it did not extract in the particular Administrative Year, not to exceed (i) the Applicable Percentage of such party’s Allowed Pumping Allocation for the particular Administrative

1 Year, or 20 acre-feet, whichever of said percentage or 20 acre-feet is the larger,
2 less (ii) the total quantity of water then held in that party's combined Individual
3 and Community Storage accounts, as hereinafter defined, but in no event less than
4 20% of the party's Allowed Pumping Allocation for the particular Administrative
5 Year. For purposes of this Section, the "Applicable Percentage" shall be as
6 follows for the years indicated:

7

8 For the Administrative Year in which this	
9 Third Amended Judgment becomes final:	30%
10 For the next Administrative Year:	40%
11 For the next Administrative Year:	50%
12 For the next Administrative Year and years	
13 following:	60%

14 (2) Conversion of Carryover to Stored Water.

15 A party having Carryover may, from time to time, elect to convert all or
16 part of such party's Carryover to Stored Water as authorized herein ("Carryover
17 Conversion") upon payment of the Replenishment Assessment to WRD. Such
18 Stored Water shall be assigned to that party's Individual Storage Allocation, if
19 available, and otherwise to the Community Storage Pool.

20 (3) Declared Water Emergency.

21 The Board of Directors of WRD may, from time to time, declare a water
22 emergency upon a determination that conditions within the Central Basin relating
23 to natural and imported water supplies are such that, without implementation of
24 the Declared Water Emergency provisions of this subsection, the water resources
25 of the Central Basin risk degradation. In making such declaration, the Board of
26 Directors shall consider any information and requests provided by water
27 producers, purveyors and other affected entities and shall, for that purpose, hold a
28 public hearing in advance of such declaration. A Declared Water Emergency

1 shall extend to the end of the Administrative Year during which such resolution is
2 adopted, unless sooner ended by similar resolution.

3 (4) Drought Carryover.

4 Following the declaration of a Declared Water Emergency and until the
5 Declared Water Emergency ends either by expiration or by resolution of the
6 Board of Directors of WRD, each party adjudged to have a Total Water Right or
7 water rights and who, during a particular Administrative Year, does not extract
8 from Central Basin a total quantity equal to such party's Allowed Pumping
9 Allocation for the particular Administrative Year, less any allocated subscriptions
10 by such party to the Exchange Pool, or plus any allocated requests by such party
11 for purchase of Exchange Pool water, is permitted to carry over (the "Drought
12 Carryover") from such Administrative Year the right to extract from Central
13 Basin so much of said total quantity as it did not extract during the period of the
14 Declared Water Emergency, to the extent such quantity exceeds the One Year
15 Carryover, not to exceed an additional 35% of such party's Allowed Pumping
16 Allocation, or additional 35 acre feet, whichever of said 35% or 35 acre feet is the
17 larger, less the amount of such party's Stored Water. Carryover amounts shall
18 first be allocated to the One Year Carryover and any remaining carryover amount
19 for that year shall be allocated to the Drought Carryover.

20 (5) Accumulated Drought Carryover.

21 No further amounts shall be added to the Drought Carryover following the
22 end of the Declared Water Emergency, provided however that in the event
23 another Declared Water Emergency is declared, additional Drought Carryover
24 may be added, to the extent such additional Drought Carryover would not cause
25 the total Drought Carryover to exceed the limits set forth above. The Drought
26 Carryover shall be supplemental to and shall not affect any previous drought
27 carryover acquired by a party pursuant to previous order of the court.

28 B. When Over-Extractions May be Permitted.

1 (1) Underestimation of Requirements for Water.

2 Any party hereto without Stored Water, having an Allowed Pumping
3 Allocation, and not in violation of any provision of this Judgment may extract in
4 an Administrative Year an additional quantity of water not to exceed: (a) 20% of
5 such party's Allowed Pumping Allocation or 20 acre feet, whichever is greater,
6 and (b) any amount in addition thereto which may be approved in advance by the
7 Water Rights Panel of Watermaster.

8 (2) Reductions in Allowed Pumping Allocations in Succeeding Years
9 to Compensate for Permissible Overextractions.

10 Any such party's Allowed Pumping Allocation for the following
11 Administrative Year shall be reduced by the amount over-extracted pursuant to
12 paragraph 1 above, provided that if the Water Rights Panel determines that such
13 reduction in the party's Allowed Pumping Allocation in one Administrative Year
14 will impose upon such a party an unreasonable hardship, the said reduction in said
15 party's Allowed Pumping Allocation shall be prorated over a period of five (5)
16 Administrative Years succeeding that in which the excessive extractions by the
17 party occurred. Application for such relief to the Water Rights Panel must be
18 made not later than the 40th day after the end of the Administrative Year in which
19 such excessive pumping occurred. The Water Rights Panel shall grant such relief
20 if such over-extraction, or any portion thereof, occurred during a period of
21 Declared Water Emergency.

22 (3) Reductions in Allowed Pumping Allocations for the Next
23 Succeeding Administrative Year to Compensate for Overpumping.

24 Whenever, pursuant to Section III(B)(1), a party over-extracts in excess of
25 such party's Allowed Pumping Allocation plus that party's available One-Year
26 Carryover and any Stored Water held by that party, and such excess has not been
27 approved in advance by the Water Rights Panel, then such party's Allowed
28 Pumping Allocation for the following Administrative Year shall be reduced by an

1 amount equivalent to its total over-extractions in the particular Administrative
2 Year in which it occurred.

3 (4) Reports of Certain Over-extractions to the Court.

4 Whenever a party over-extracts in excess of 20% of such party's Allowed
5 Pumping Allocation for the particular Administrative Year plus that party's
6 available One-Year Carryover and any Stored Water held by that party, without
7 having obtained prior approval of the Water Rights Panel, such shall constitute a
8 violation of the Judgment and the Water Rights Panel shall make a written report
9 to the Court for such action as the Court may deem necessary. Such party shall be
10 subject to such injunctive and other processes and action as the Court might
11 otherwise take with regard to any other violation of such Judgment.

12 (5) Effect of Over-extractions on Rights.

13 Any party who over-extracts from Central Basin in any Administrative
14 Year shall not acquire any additional rights by reason of such over-extractions;
15 nor shall any required reductions in extractions during any subsequent years
16 reduce the Total Water Right or water rights of any party to the extent said over-
17 extractions are in compliance with paragraph 1 above.

18 (6) Pumping Under Agreement With Plaintiff During Periods of
19 Emergency.

20 Plaintiff WRD overlies Central Basin and engages in activities of
21 replenishing the groundwaters thereof. Plaintiff by resolution has appropriated
22 for use during emergencies the quantity of 17,000 acre feet of imported and
23 reclaimed water replenished by it into Central Basin, and pursuant to such
24 resolution Plaintiff reserves the right to use or cause the use of such quantity
25 during such emergency periods for the benefit of Water Purveyors.

26 (a) Notwithstanding any other provision of this Judgment,
27 parties who are Water Purveyors (including successors in interest) are
28 authorized to enter into agreements with Plaintiff for extraction of a

1 portion of Plaintiff's 17,000 acre-feet of appropriated water, in excess
2 of their respective Allowed Pumping Allocations for the particular
3 Administrative Year when the following conditions are met:

4 (i) Plaintiff is in receipt of a resolution of the
5 Board of Directors of the Metropolitan Water District of
6 Southern California ("MWD") that there is an actual or
7 immediately threatened temporary shortage of MWD's
8 imported water supply compared to MWD's needs, or a
9 temporary inability to deliver MWD's imported water
10 supply throughout its area, which will be alleviated by
11 overpumping from Central Basin.

12 (ii) The Board of Directors of both Plaintiff and
13 Central Basin Municipal Water District by resolutions
14 concur in the resolution of MWD's Board of Directors, and
15 the Board of Directors of Plaintiff finds in its resolution
16 that the average minimum elevation of water surface
17 among those wells in the Montebello Forebay of the
18 Central Basin designated as Los Angeles County Flood
19 Control District Wells Nos. 1601T, 1564P, 1615P, and
20 1626L, is at least 43.7 feet above sea level. This
21 computation shall be based upon the most recent "static
22 readings" taken, which shall have been taken not more than
23 four weeks prior. Should any of the wells designated above
24 become destroyed or otherwise be in a condition so that
25 readings cannot be made, or should the owner prevent their
26 use for such readings, the Board of Directors of the
27 Plaintiff may, upon appropriate engineering
28 recommendation, substitute such other well or wells as it

1 may deem appropriate.

2 (iii) In said resolution, Plaintiff's Board of
3 Directors sets a public hearing, and notice of the time, place
4 and date thereof (which may be continued from time to
5 time without further notice) is given by First Class Mail to
6 the current designees of the Parties, filed and served in
7 accordance with Section VI(C) of this Judgment. Said
8 notice shall be mailed at least five (5) days before the
9 scheduled hearing date.

10 (iv) At said public hearing, parties (including
11 successors in interest) are given full opportunity to be
12 heard, and at the conclusion thereof the Board of Directors
13 of Plaintiff by resolution decides to proceed with
14 agreements under this Section III(B)(6).

15 (b) All such agreements shall be subject to the following
16 requirements, and such others as Plaintiff's Board of Directors shall
17 require:

18 (i) They shall be of uniform content except as
19 to quantity involved, and any special provisions considered
20 necessary or desirable with respect to local hydrological
21 conditions or good hydrologic practice.

22 (ii) They shall be offered to all Water
23 Purveyors, excepting those which Plaintiff's Board of
24 Directors determines should not overpump because such
25 overpumping would occur in undesirable proximity to a sea
26 water barrier project designed to forestall sea water
27 intrusion, or within or in undesirable proximity to an area
28 within Central Basin wherein groundwater levels are at an

elevation where overpumping is under all the circumstances then undesirable.

(iii) The maximum terms for the agreements shall be four (4) months, which agreements shall commence on the same date and end on the same date (and which may be executed at any time within the four-month period), unless an extension thereof is authorized by the Court, under Part V of this Judgment.

(iv) They shall contain provisions requiring that the Water Purveyor executing the agreement pay to the Plaintiff a price in addition to the applicable replenishment assessment determined on the following formula. The normal price per acre-foot of Central Basin Municipal Water District's (CBMWD) treated domestic and municipal water, as "normal" price of such category of water is defined in Section III(C)(10) (price to be paid for Exchange Pool Water) as of the beginning of the contract term less the deductions set forth in said paragraph 10 for the Administrative Year in which the contract term commences. The agreement shall provide for adjustments in the first of said components for any proportional period of the contract term during which the CBMWD said normal price is changed, and if the agreement straddles two administrative years, the said deductions shall be adjusted for any proportionate period of the contract term in which the amount thereof or of either subcomponent changes for purposes of said paragraph 10. Any price for a partial acre-foot shall be computed pro rata. Payments shall be due and

1 payable on the principle that over extractions under the
2 agreement are of the last water pumped in the
3 Administrative Year, and shall be payable as the agreement
4 shall provide.

5 (v) They shall contain provisions that: (1) All
6 of such agreements (but not less than all) shall be subject to
7 termination by Plaintiff if, in the Judgment of Plaintiff's
8 Board of Directors, the conditions or threatened conditions
9 upon which they were based have abated to the extent over
10 extractions are no longer considered necessary; and (2) that
11 any individual agreement or agreements may be terminated
12 if the Plaintiff's Board of Directors finds that adverse
13 hydrologic circumstances have developed as a result of
14 over extractions by any Water Purveyor(s) which have
15 executed said agreements, or for any other reason that
16 Plaintiff's Board of Directors finds good and sufficient.

17 (c) Other matters applicable to such agreements and
18 overpumping thereunder are as follows, without need for express
19 provisions in the agreements;

20 (i) The quantity of overpumping permitted shall
21 be additional to that which the Water Purveyor could
22 otherwise overpump under this Judgment.

23 (ii) The total quantity of permitted overpumping
24 under all said agreements during said four months shall not
25 exceed seventeen thousand (17,000) acre feet, but the
26 individual Water Purveyor shall not be responsible or
27 affected by any violation of this requirement. That total is
28 additional to over extractions otherwise permitted under

1 this Judgment.

2 (iii) Only one four month period may be utilized
3 by Plaintiff in entering into such agreements, as to any one
4 emergency or continuation thereof declared by MWD's
5 Board of Directors under Section III(B)(6)(a).

6 (iv) If any party claims it is being damaged or
7 threatened with damage by the over extractions by any
8 party to such an agreement, the first party or the Water
9 Rights Panel may seek appropriate action of the Court for
10 termination of any such agreement upon notice of hearing
11 to the party complaining, to the party to said agreement, to
12 the plaintiff, and to any parties who have filed a request for
13 special notice. Any termination shall not affect the
14 obligation of the party to make payments under the
15 agreement for over extractions which did occur thereunder.

16 (v) Plaintiff shall maintain separate accounting
17 of the proceeds from payments made pursuant to
18 agreements entered into under this Part. Said fund shall be
19 utilized solely for purposes of replenishment in
20 replacement of waters in Central Basin and West Basin.
21 Plaintiff shall as soon as practicable cause replenishment in
22 Central Basin by the amounts to be overproduced pursuant
23 to this Paragraph 6, whether through spreading, injection,
24 or in lieu agreements.

25 (vi) Over extractions pursuant to the agreements
26 shall not be subject to the "make up" provisions of the
27 Judgment as amended, provided that if any party fails to
28 make payments as required by the agreement, Plaintiff may

1 require such “make up” under Section III(B)(3) of this
2 Judgment.

3 (vii) A Water Purveyor under any such
4 agreement may, and is encouraged to enter into appropriate
5 arrangements with customers who have water rights in
6 Central Basin under or pursuant to this Judgment whereby
7 the Water Purveyor will be assisted in meeting the
8 objectives of the agreement.

9 (7) Exemption for Extractors of Contaminated Groundwater.

10 Any party herein may petition WRD for a Non-consumptive Water Use
11 Permit as part of a project to remedy or ameliorate groundwater contamination. If
12 the petition is granted as set forth in this paragraph, the petitioner may extract the
13 groundwater as permitted hereinafter, without the production counting against the
14 petitioner’s production rights.

15 (a) If the Board of WRD determines by Resolution that there is
16 a problem of groundwater contamination that a proposed program will
17 remedy or ameliorate, an operator may make extractions of
18 groundwater to remedy or ameliorate that problem without the
19 production counting against the petitioner’s production rights if the
20 water is not applied to beneficial surface use, its extractions are made
21 in compliance with all the terms and conditions of the Board
22 Resolution, and the Board has determined in the Resolution either of
23 the following:

24 (i) The groundwater to be extracted is unusable and
25 cannot be economically treated or blended for use with
26 other water.

27 (ii) The proposed program involves extraction of usable
28 water in the same quantity as will be returned to the

1 underground without degradation of quality.

2 (b) The Resolution may provide those terms and conditions the
3 Board deems appropriate, including, but not limited to, restrictions on
4 the quantity of the extractions to be so exempted, limitations on time,
5 periodic reviews, requirement of submission of test results from a
6 Board-approved laboratory, and any other relevant terms or conditions.

7 (c) Upon written notice to the operator involved, the Board
8 may rescind or modify its Resolution. The rescission or modification
9 of the Resolution shall apply to groundwater extractions occurring
10 more than ten (10) days after the rescission or modification. Notice of
11 rescission or modification shall be either mailed first class mail,
12 postage prepaid, at least two weeks prior to the meeting of the Board at
13 which the rescission or modification will be made to the address of
14 record of the operator or personally delivered two weeks prior to the
15 meeting.

16 (d) The Board's decision to grant, deny, modify or revoke a
17 permit or to interrupt or stop a permitted project may be appealed to
18 this court within thirty days of the notice thereof to the applicant and
19 upon thirty days' notice to the designees of all parties herein.

20 (e) WRD shall monitor and periodically inspect the project for
21 compliance with the terms and conditions for any permit issued
22 pursuant to these provisions.

23 (f) No party shall recover costs from any other party herein in
24 connection with determinations made with respect to this Part.

25 (8) "Call" on Carryover Converted to Stored Water.

26 Where any Party has elected, as permitted by Section III(A)(2), to convert
27 Carryover to Stored Water, any other Party which has not, within the previous ten
28 (10) years, been granted approval to extract Carryover Conversion under this

1 Section III(B)(8) more than five (5) times, may apply to the Storage Panel for the
2 right to extract all or a portion of that Carryover Conversion in the year such
3 Conversion occurs. The Storage Panel shall grant such request, providing there is
4 no Material Physical Harm, if it determines that leased groundwater to meet the
5 applicant's needs within the Basin cannot be obtained for less than forty-five
6 percent (45%) of MWD's Imported Water rate for delivery of untreated water to
7 the Central Basin spreading facilities (which rate is presently MWD's "Full
8 Service Untreated Volumetric Cost, Tier 1"), and that the applicant will fully
9 extract its Allowed Pumping Allocation, Carryover, and Stored Water, if any, in
10 addition to its permitted overextraction under Section III(B)(1), prior to accessing
11 such Carryover Conversion.

12 Upon such approval, the applicant may thereafter extract such water as
13 provided herein. A Party so extracting groundwater shall fully restore such
14 extracted water (either through under-extraction of its rights or through importing
15 water) during the five-year period following the Year in which the extraction
16 under this Section occurs. Otherwise, the extracting Party shall pay to the
17 Watermaster an amount equal to 100% of MWD's Imported Water rate for
18 purchase and delivery of untreated water to the Central Basin spreading facilities
19 (which rate is presently MWD's "Full Service Untreated Volumetric Cost, Tier
20 1") whether or not such water is available that year, for the year during which is
21 the fifth anniversary of the year during which such Carryover Conversion
22 extraction occurs, multiplied by the amount of Carryover Conversion so extracted
23 and not restored during such five-year period. Payment shall be made within
24 thirty (30) days of demand by Watermaster. No Replenishment Assessment shall
25 be due on Carryover Conversion so extracted. However, the Party must deposit
26 with the Watermaster an amount equal to the Replenishment Assessment that
27 would otherwise be imposed by WRD upon such extraction. If the party restores
28 the water within the 5-year repayment period, then the Watermaster shall

1 promptly return the deposit to the Party, without interest. If the Party does not
2 restore the water within the 5-year repayment period, the deposit shall be credited
3 towards the Party's obligation to pay 100% of MWD's Imported Water rate as
4 required herein.

5 Should there be multiple requests to so extract Carryover Conversion in
6 the same year, the Storage Panel shall allocate such extraction right such that each
7 requesting party may extract a pro rata portion of the available Carryover
8 Conversion for that year. No party may extract in excess of 2,500 acre feet of
9 groundwater pursuant to this Section III(B)(8) in a single Year. Amounts paid to
10 Watermaster hereunder shall be used by WRD solely for purchase of water for
11 replenishment in the Basin. Watermaster, through the Storage Panel, shall give
12 reasonable notice to the Parties of any application to so extract Carryover
13 Conversion in such manner as the Storage Panel shall determine, including,
14 without limitation, notice by electronic mail or by website posting, at least ten
15 (10) days prior to consideration of any such application.

16 C. Exchange Pool Provisions.

17 (1) Definitions.

18 For purposes of these Exchange Pool provisions, the following words and
19 terms have the following meanings:

20 (a) "Exchange Pool" is the arrangement hereinafter set forth
21 whereby certain of the parties, ("Exchangees") may, notwithstanding
22 the other provisions of the Judgment, extract additional water from
23 Central Basin to meet their needs, and certain other of the parties
24 ("Exchangors"), reduce their extractions below their Allowed Pumping
25 Allocations in order to permit such additional extractions by others.

26 (b) "Exchangor" is one who offers, voluntarily or otherwise,
27 pursuant to subsequent provisions, to reduce its extractions below its
28 Allowed Pumping Allocation in order to permit such additional

1 extractions by others.

2 (c) “Exchangee” is one who requests permission to extract
3 additional water from Central Basin.

4 (d) “Undue hardship” means unusual and severe economic or
5 operational hardship, other than that arising (i) by reason of any
6 differential in quality that might exist between water extracted from
7 Central Basin and water available for importation or (ii) by reason of
8 any difference in cost to a party in subscribing to the Exchange Pool
9 and reducing its extractions of water from Central Basin in an
10 equivalent amount as opposed to extracting any such quantity itself.

11 (2) Parties Who May Purchase Water Through the Exchange Pool.

12 Any party not having existing facilities for the taking of imported water as
13 of the beginning of any Administrative Year, and any party having such facilities
14 as of the beginning of any Administrative Year who is unable, without undue
15 hardship, to obtain, take, and put to beneficial use, through its distribution system
16 or systems existing as of the beginning of the particular Administrative Year,
17 imported water in a quantity which, when added to its Allowed Pumping
18 Allocation for that particular Administrative Year, will meet its estimated needs
19 for that particular Administrative Year, may purchase water from the Exchange
20 Pool, subject to the limitations contained in this Section III(C) (Subpart “C”
21 hereinafter).

22 (3) Procedure for Purchasing Exchange Pool Water.

23 Not later than the 40th day following the commencement of each
24 Administrative Year, each such party desiring to purchase water from the
25 Exchange Pool shall file with the Watermaster a request to so purchase, setting
26 forth the amount of water in acre feet that such party estimates that it will require
27 during the then current Administrative Year in excess of the total of:

28 (a) Its Allowed Pumping Allocation for that particular

Administrative Year; and

(b) The imported water, if any, which it estimates it will be able, without undue hardship, to obtain, take and put to beneficial use, through its distribution system or systems existing as of the beginning of that particular Administrative Year.

Any party who as of the beginning of any Administrative Year has existing facilities for the taking of imported water and who makes a request to purchase from the Exchange Pool must provide with such request substantiating data and other proof which, together with any further data and other proof requested by the Water Rights Panel, establishes that such party is unable without undue hardship, to obtain, take and put to beneficial use through its said distribution system or systems a sufficient quantity of imported water which, when added to its said Allowed Pumping Allocation for the particular Administrative Year, will meet its estimated needs. As to any such party, the Water Rights Panel shall make a determination whether the party has so established such inability, which determination shall be subject to review by the court under the procedure set forth in Part II of this Judgment. Any party making a request to purchase from the Exchange Pool shall either furnish such substantiating data and other proof, or a statement that such party had no existing facilities for the taking of imported water as of the beginning of that Administrative Year, and in either event a statement of the basis for the quantity requested to be purchased.

(4) Subscriptions to Exchange Pool.

(a) Required Subscription. Each party having existing facilities for the taking of imported water as of the beginning of any Administrative Year hereby subscribed to the Exchange Pool for purposes of meeting Category (a) requests thereon, as more particularly defined in paragraph 5 of this Subpart C, twenty percent

1 (20%) of its Allowed Pumping Allocation, or the quantity of imported
2 water which it is able, without undue hardship, to obtain, take and put
3 to beneficial use through its distribution system or systems existing as
4 of the beginning of the particular Administrative Year in addition to
5 such party's own estimated needs for imported water during that
6 Administrative Year, whichever is the lesser. A party's subscription
7 under this subparagraph (a) and subparagraph (b) of this paragraph 4 is
8 sometimes hereinafter referred to as a "required subscription."

9 (b) Report to Watermaster Water Rights Panel by Parties with
10 Connections and Unable to Subscribe 20%. Any party having existing
11 facilities for the taking of imported water and estimating that it will be
12 unable, without undue hardship, in that Administrative Year to obtain,
13 take and put to beneficial use through its distribution system or
14 systems existing as of the beginning of that Administrative Year,
15 sufficient imported water to further reduce its extractions from the
16 Central Basin by twenty percent (20%) of its Allowed Pumping
17 Allocation for purposes of providing water to the Exchange Pool must
18 furnish not later than the 40th day following the commencement of
19 such Administrative Year substantiating data and other proof which,
20 together with any further data and other proof requested by the Water
21 Rights Panel, establishes said inability or such party shall be deemed
22 to have subscribed twenty percent (20%) of its Allowed Pumping
23 Allocation for the purpose of providing water to the Exchange Pool.
24 As to any such party so contending such inability, the Water Rights
25 Panel shall make a determination whether the party has so established
26 such inability, which determination shall be subject to review by the
27 Court under the procedure set forth in Part II of this Judgment.

28 (c) Voluntary Subscriptions. Any party, whether or not having

1 facilities for the taking of imported water, who desires to subscribe to
2 the Exchange Pool a quantity or further quantity of its Allowed
3 Pumping Allocation, may so notify the Water Rights Panel in writing
4 of the quantity of such offer on or prior to the 40th day following the
5 commencement of the particular Administrative Year. Such
6 subscriptions are referred to hereinafter as “voluntary subscriptions.”
7 Any Exchangor who desires that any part of its otherwise required
8 subscription not needed to fill Category (a) requests shall be available
9 for Category (b) requests may so notify the Water Rights Panel in
10 writing on or prior to said 40th day. If all of that Exchangor’s
11 otherwise required subscription is not needed in order to fill Category
12 (a) requests, the remainder of such required subscription not so used,
13 or such part thereof as such Exchangor may designate, shall be deemed
14 to be a voluntary subscription.

15 (5) Limitations on Purchases of Exchange Pool Water and Allocation
16 of Requests to Purchase Exchange Pool Water Among Exchangors.

17 (a) Categories of Requests. Two categories of Exchange Pool
18 requests are established as follows:

19 (i) Category (a) requests. The quantity requested by
20 each Exchangee, whether or not that Exchangee has an
21 Allowed Pumping Allocation, which quantity is not in
22 excess of 150% of its Allowed Pumping Allocation, if any,
23 or 100 acre feet, whichever is greater. Requests or portions
24 thereof within the above criteria are sometimes hereinafter
25 referred to as “Category (a) requests.”

26 (ii) Category (b) requests. The quantity requested by
27 each Exchangee having an Allowed Pumping Allocation to
28 the extent the request is in excess of 150% of that Allowed

Pumping Allocation or 100 acre feet, whichever is greater, and the quantity requested by each Exchangee having no Allowed Pumping Allocation to the extent the request is in excess of 100 acre feet. Portions of requests within the above criteria are sometimes hereinafter referred to as “Category (b) requests.”

(b) Filling of Category (a) Requests. All Exchange Pool subscriptions, required and voluntary, shall be available to fill Category (a) requests. Category (a) requests shall be filled first from voluntary subscriptions, and if voluntary subscriptions should be insufficient to fill all Category (a) requests required subscriptions shall be then utilized to fill Category (a) requests. All Category (a) requests shall be first filled before any Category (b) requests are filled.

(c) Filling of Category (b) Requests. To the extent that voluntary subscriptions have not been utilized in filling Category (a) requests, Category (b) requests shall be filled only out of any remaining voluntary subscriptions. Required subscriptions will then be utilized for the filling of any remaining Category (b) requests.

(d) Allocation of Requests to Subscriptions When Available Subscriptions Exceed Requests. In the event the quantity of subscriptions available for any category of requests exceeds those requests in that category, or exceeds the remainder of those requests in that category, such requests shall be filled out of such subscriptions proportionately in relation to the quantity of each subscription.

(e) Allocation of Subscriptions to Category (b) Requests in the Event of Shortage of Subscriptions. In the event available subscriptions are insufficient to meet Category (b) requests, available subscriptions shall be allocated to each request in the proportion that

1 the particular request bears to the total requests of the particular
2 category.

3 (6) Additional Voluntary Subscriptions.

4 If subscriptions available to meet the requests of Exchanges are
5 insufficient to meet all requests, additional voluntary subscriptions may be
6 solicited and received from parties by the Water Rights Panel. Such additional
7 subscriptions shall be allocated first to Category (a) requests to the extent unfilled,
8 and next to Category (b) requests to the extent unfilled. All allocations are to be
9 otherwise in the same manner as earlier provided in paragraph 5 (a) through 5 (e)
10 inclusive.

11 (7) Effect if Category (a) Requests Exceed Available Subscriptions,
12 Both Required and Voluntary.

13 In the event that the quantity of subscriptions available to fill Category (a)
14 requests is less than the total quantity of such requests, the Exchanges may,
15 nonetheless, extract the full amount of their Category (a) requests otherwise
16 approved by the Water Rights Panel as if sufficient subscriptions were available.
17 The amounts received by the Water Rights Panel on account of that portion of the
18 approved requests in excess of the total quantities available from Exchanges
19 shall be paid by the Water Rights Panel to WRD in trust for the purpose of
20 purchasing imported water and spreading the same in Central Basin for
21 replenishment thereof. Thereafter WRD may, at any time, withdraw said funds or
22 any part thereof so credited in trust for the aforesaid purpose, or may by the 40th
23 day of any Administrative Year utilize all or any portion of said funds for the
24 purchase of water available from subscriptions by Exchanges in the event the
25 total quantity of such subscriptions exceeds the total quantity of approved
26 requests by parties to purchase Exchange Pool water. To the extent that there is
27 such an excess of available subscriptions over requests and to the extent that the
28 existing credit in favor of WRD is sufficient to purchase such excess quantity at

1 the price established for Exchange Pool purchases during that Administrative
2 Year, the money shall be paid to the Exchangors in the same manner as if another
3 party had made such purchase as an Exchangee. WRD shall not extract any such
4 Exchange Pool water so purchased.

5 (8) Additional Pumping by Exchangees Pursuant to Exchange Pool
6 Provisions.

7 An Exchangee may extract from Central Basin in addition to its Allowed
8 Pumping Allocation for a particular Administrative Year that quantity of water
9 which it has requested to purchase from the Exchange Pool during that
10 Administrative Year and which has been allocated to it pursuant to the provisions
11 of paragraphs 5, 6 and 7. The first pumping by an Exchangee in any
12 Administrative Year shall be deemed to be pumping of the party's allocation of
13 Exchange Pool water.

14 (9) Reduction in Pumping by Exchangors.

15 Each Exchangor shall in each Administrative Year reduce its extractions
16 of water from Central Basin below its Allowed Pumping Allocation for the
17 particular year in a quantity equal to the quantity of Exchange Pool requests
18 allocated to it pursuant to the provisions of paragraphs 4, 5, 6 and 7 of this
19 Subpart C.

20 (10) Price to be Paid for Exchange Pool Water.

21 The price to be paid by Exchangees and to be paid to Exchangors per acre
22 foot for required and voluntary subscriptions of Exchangors utilized to fill
23 requests on the Exchange Pool by Exchangees shall be the dollar amount
24 computed as follows by the Water Rights Panel for each Administrative Year.
25 The "normal" price as of the beginning of the Administrative Year charged by
26 Central Basin Municipal Water District (CBMWD) for treated MWD
27 (Metropolitan Water District of Southern California) water used for domestic and
28 municipal purposes shall be determined, and if on that date there are any changes

1 scheduled during that Administrative Year in CBMWD's "normal" price for such
2 category of water, the weighted daily "normal" CBMWD price shall be
3 determined and used in lieu of the beginning such price; and there shall be
4 deducted from such beginning or weighted price, as the case may be, the
5 "incremental cost of pumping water in Central Basin" at the beginning of the
6 Administrative Year and any then current rate or rates, of assessments levied on
7 the pumping of groundwater in Central Basin by Plaintiff District and any other
8 governmental agency. The "normal" price charged by CBMWD shall be the
9 highest price of CBMWD for normal service excluding any surcharge or higher
10 rate for emergency deliveries or otherwise failing to comply with CBMWD rates
11 and regulations relating to earlier deliveries. The "incremental cost of pumping
12 water in Central Basin" as of the beginning of the Administrative Year shall be
13 deemed to be the Southern California Edison Company Schedule No. PA-1 rate
14 per kilowatt-hour, including all adjustments and all uniform authorized additions
15 to the basic rate, multiplied by 560 kilowatt-hours per acre-foot, rounded to the
16 nearest dollar (which number of kilowatt-hours has been determined to represent
17 the average energy consumption to pump an acre-foot of water in Central Basin).
18 In applying said PA-1 rate the charge per kilowatt-hour under the schedule shall
19 be employed and if there are any rate blocks then the last rate block shall be
20 employed. Should a change occur in Edison schedule designations, the Water
21 Rights Panel shall employ that applicable to motors used for pumping water by
22 municipal utilities.

23 (11) Carry-over of Exchange Pool Purchases by Exchangees.

24 An Exchangee who does not extract from Central Basin in a particular
25 Administrative Year a quantity of water equal to the total of (a) its Allowed
26 Pumping Allocation for that particular Administrative Year, reduced by any
27 authorized amount of carryover into the next succeeding Administrative Year
28 pursuant to the provisions of Section III(A) of this Judgment, and (b) the quantity

1 that it purchased from the Exchange Pool for that particular Administrative Year,
2 may carry over into the next succeeding Administrative Year the right to extract
3 from Central Basin a quantity equal to the difference between said total and the
4 quantity actually extracted in that Administrative Year, but not exceeding the
5 quantity purchased from the Exchange Pool for that Administrative Year. Any
6 such carryover shall be in addition to that provided in said Section III(A).

7 If the "Basinwide Average Exchange Pool Price" in the next succeeding
8 Administrative Year exceeds the "Exchange Pool Price" in the previous
9 Administrative Year any such Exchangee exercising such carryover rights
10 hereinabove provided shall pay to the Watermaster, forthwith upon the
11 determination of the "Exchange Pool Price" in said succeeding Administrative
12 Year, and as a condition to such carryover rights, an additional amount
13 determined by multiplying the number of acre feet of carryover by the difference
14 in "Exchange Pool Price" as between the two Administrative Years. Such
15 additional payment shall be miscellaneous income to the Watermaster which shall
16 be applied by it against that share of the Watermaster's Administrative Body's
17 budget to be paid by the parties to this Agreement for the second Administrative
18 Year succeeding that in which the Exchange Pool water was so purchased. For
19 purposes of this paragraph, the term Basinwide Average Exchange Pool Price
20 means the average price per acre foot paid for Exchange Pool water produced
21 within the Central Basin during the year for which such determination is to be
22 made, taking into account all Exchange Pool transactions consummated during
23 that year.

24 (12) Notification by Watermaster to Exchangors and Exchangees of
25 Exchange Pool Requests and Allocations Thereof and Price of Exchange Pool
26 Water.

27 Not later than the 65th day after the commencement of each
28 Administrative Year, the Administrative Body of Watermaster shall determine

1 and notify all Exchangors and Exchangees of the total of the allocated requests for
2 Exchange Pool water and shall provide a schedule divided into categories of
3 requests showing the quantity allocated to each Exchangee and a schedule of the
4 allocation of the total Exchange Pool requirements among the Exchangors. Such
5 notification shall also advise Exchangors and Exchangees of the prices to be paid
6 to Exchangors for subscriptions utilized and the Exchange Pool Price for that
7 Administrative Year as determined by the Water Rights Panel. The
8 determinations of the Watermaster in this regard shall be subject to review by the
9 Court in accordance with the procedure set forth in Part II of this Judgment.

10 (13) Payment by Exchangees.

11 Each Exchangee shall, on or prior to last day of the third month of each
12 Administrative Year, pay to the Watermaster one-quarter of said price per acre-
13 foot multiplied by the number of acre feet of such party's approved request and
14 shall, on or before the last day of each of the next succeeding three months, pay a
15 like sum to the Watermaster. Such amounts must be paid by each Exchangee
16 regardless of whether or not it in fact extracts or uses any of the water it has
17 requested to purchase from the Exchange Pool.

18 (14) Payments to Exchangors.

19 As soon as possible after receipt of moneys from Exchangees, the
20 Watermaster shall remit to the Exchangors their pro rata portions of the amount so
21 received in accordance with the provisions of paragraph 10 above.

22 (15) Delinquent Payments.

23 Any amounts not paid on or prior to any due date above shall carry interest
24 at the rate of 1% per month or any part of a month. Any amounts required to be
25 so paid may be enforced by the equitable powers of the Court, including, but not
26 limited to, the injunctive process of the Court. In addition thereto, the
27 Watermaster, as Trustee for the Exchangors and acting through the Water Rights
28 Panel, may enforce such payment by any appropriate legal action, and shall be

1 entitled to recover as additional damages reasonable attorneys' fees incurred in
2 connection therewith. If any Exchangee shall fail to make any payments required
3 of it on or before 30 days after the last payment is due, including any accrued
4 interest, said party shall thenceforward not be entitled to purchase water from the
5 Exchange Pool in any succeeding Administrative Year except upon order of the
6 Court, upon such conditions as the Court may impose.

7
8 IV. PROVISIONS FOR THE STORAGE OF WATER AND THE EXTRACTION
9 OF STORED WATER.

10 A. Adjudication of Available Dewatered Space, Storage Capacity and
11 Storage Apportionment.

12 There exists within the Basin a substantial amount of available space which has
13 not been optimally utilized for basin management and for storage of native and imported
14 waters. The Court finds and determines that (i) there is 330,000 acre feet of Available
15 Dewatered Space in the Basin; (ii) use of this Available Dewatered Space will increase
16 reasonable and beneficial use of the Basin by permitting the more efficient procurement
17 and management of Replenishment Water, conjunctive use, and for direct and in-lieu
18 recharge, thereby increasing the prudent storage and recovery of Stored Water for later
19 use by parties to this Judgment, conservation of water and reliability of the water supply
20 available to all Parties; and (iii) use of the Available Dewatered Space pursuant to the
21 terms and conditions of this Judgment will not result in Material Physical Harm.

22 B. Avoidance of Material Physical Harm.

23 It is essential that the use of the Available Dewatered Space be undertaken for the
24 greatest public benefit pursuant to uniform, certain, and transparent regulation that
25 encourages the conservation of water and reliability of the water supply, avoids Material
26 Physical Harm, and promotes the reasonable and beneficial use of water. Accordingly,
27 in the event Watermaster becomes aware of the development of a Material Physical
28 Harm, or imminent threat of the development of a Material Physical Harm, relating to the

1 use of the Available Dewatered Space, Watermaster shall, within thirty (30) days
2 thereafter, notice a hearing before the Court and concurrently file a report with the Court,
3 served on all parties, which shall explain the relevant facts then known to Watermaster
4 relating to the Material Physical Harm, or imminent threat thereof, including without
5 limitation, the location of the occurrence, the source or cause, existing and potential
6 physical impacts or consequences of the identified or threatened material Physical Harm,
7 and any recommendations to remediate the identified or threatened Material Physical
8 Harm.

9 C. Apportionment of Available Dewatered Space.

10 To fairly balance the needs of the divergent interests of parties having water rights
11 in the Basin, on the one hand, and the replenishment functions of WRD on the other
12 hand, and in consideration of the shared desire and public purpose of removing
13 impediments to the voluntary conservation, storage, exchange and transfer of water, all
14 of the Available Dewatered Space is hereby adjudicated and apportioned into
15 complimentary classifications of Stored Water and a Basin Operating Reserve as set
16 forth in this Part IV. The apportionment contemplates flexible administration of storage
17 capacity where use is apportioned among competing needs, while allowing all Available
18 Dewatered Space to be used from time to time on a “space available” basis, subject to the
19 priorities specified in this Judgment, and as further defined in Section IV(I) of this
20 Judgment. The Court further finds and determines that, of the Available Dewatered
21 Space, there is 220,000 acre-feet of storage capacity in the Central Basin which is
22 presently available (“Adjudicated Storage Capacity”). The use of Adjudicated Storage
23 Capacity as provided in this Judgment will not adversely affect the efficient operation of
24 the Basin or the recharge of water necessary for the production of the parties’ respective
25 Allowed Pumping Allocations. The apportionment of Adjudicated Storage Capacity as
26 provided herein will allow for flexible administration of groundwater storage within the
27 Basin. The Adjudicated Storage Capacity is hereby assigned to Individual Storage
28 Allocations and Community Storage as provided herein, provided however that if all

1 space in a particular classification is fully occupied then, on a “space available” basis, to
2 available space within the other classifications of Adjudicated Storage Capacity and,
3 only then, to available space within Basin Operating Reserve.

4 The Court further finds and determines that, out of the Available Dewatered
5 Space, there is 110,000 acre feet that should be set aside for use by WRD as a Basin
6 Operating Reserve, provided in Section IV(L), and subject to temporary occupancy by
7 Stored Water as permitted hereunder.

8 No storage of water shall occur in the Basin except in conformity with this
9 Judgment.

10 D. Individual Storage Allocation.

11 Each Party having an adjudicated groundwater extraction right hereunder shall
12 have a priority right to store water in an Individual Storage Account, through conversion
13 of Carryover to Stored Water as provided herein, or by any means authorized by this
14 Judgment, up to a maximum of 50% of such party’s Allowed Pumping Allocation. The
15 cumulative quantity of Adjudicated Storage Capacity subject to individual storage
16 allocation is 108,750 acre-feet. In recognition of prior importation of water which was
17 introduced into the Basin as Stored Water, and which has not yet been extracted, the
18 Court finds and determines that, as of the date of this Order, the following Parties have
19 occupied a portion of their respective Individual Storage Allocations and have all
20 associated rights therein, as follows:

21	City of Long Beach:	13,076.8 acre-feet
22	City of Lakewood:	500 acre-feet
23	City of Downey:	500 acre-feet
24	City of Cerritos	500 acre-feet

25 E. Community Storage; Regional Disadvantaged Communities Incentive
26 Program.

27 In addition to Individual Storage Allocation, a Party that has fully occupied its
28 Individual Storage allocation may, on a first in time, first in right basis (subject to the

limits expressed below) place water into storage in the “Community Storage Pool.” The cumulative quantity of Adjudicated Storage Capacity allocated to Community Storage shall be 111,250 acre-feet. So long as there is available capacity in the Community Storage Pool, any Party may store water in the Community Storage Pool through conversion of Carryover to Stored Water as provided herein, or by any other means authorized by this Judgment, provided such Party has first fully occupied that party’s available Individual Storage Allocation.

(1) Parties to this Judgment which, as of January 1, 2013, held Allowed Pumping Allocation of not greater than 5,000 acre-feet shall have a first priority right to occupy, in the aggregate, up to 10,000 acre-feet of storage space within the Central Basin Community Storage Pool, on the basis of first in time, first in right.

(2) Water stored pursuant to the Regional Disadvantaged Communities Incentive Program shall have a second priority right to occupy up to 23,000 acre-feet within the Community Storage Pool, on such terms as shall be determined by the Court.

(3) Any further storage in excess of the maximum quantity of Community Storage will be on a “space-available” interim basis. From time to time, and on a “space-available” basis, the total quantity of water available for storage is permitted to exceed Adjudicated Storage Capacity for the Community Storage Pool on an interim basis. This interim storage may occur if storage capacity exists as a result of unused Adjudicated Storage Capacity within other classifications, or available space exists in the Basin Operating Reserve. Such interim storage, however, is subject to priority rights to such Dewatered Space as provided in this Judgment. A party that seeks to convert the water temporarily held in interim storage to a more firm right, may contract for the use of another party’s Individual Storage Allocation, or may add such water to the Community Storage Pool once space therein becomes available.

1 (4) After a party occupies available storage capacity within the
2 Community Storage Pool and then withdraws water from the Community Storage
3 Pool, the storing party will be allowed a period of twenty-four (24) months to
4 refill the evacuated storage before the capacity will be determined excess and
5 available for use by other parties. Once the Basin's Community Storage Pool has
6 been filled for the first time, a party may exercise its twenty-four (24) month refill
7 priority only once, and then only provided there is then capacity available to
8 permit that party to refill the vacated space. Except to the extent Community
9 Storage space may be subject to such priority right to re-fill, all space therein shall
10 be occupied on a first in time, first in right basis.

11 (5) A party that has occupied storage in the Community Storage Pool
12 for ten (10) consecutive years shall be deemed to extract its Stored Water first in
13 subsequent years (notwithstanding the order of water production set forth in
14 Section I(B)(3)) until its entire Community Storage account has been extracted,
15 but thereafter may again make use of Community Storage on the same terms
16 available to other parties on a first in time, first in right, space-available basis.

17 (6) Any quantity of water held in the Community Storage Pool for a
18 term greater than ten (10) consecutive years shall be assessed an annual water loss
19 equal to 5% of the lowest quantity of water held within the party's Community
20 Storage Pool account at any time during the immediately preceding ten-year
21 period. The lowest quantity means the smallest amount of water held by the Party
22 in the Community Storage Pool during any of the preceding ten (10) years, with a
23 new loss calculation being undertaken every year. Water subject to the loss
24 assessment will be deemed dedicated to the Basin Operating Reserve in
25 furtherance of the physical solution without compensation. Water lost to the
26 Basin shall constitute water replenished into the Central Basin for the benefit of
27 all parties

28 F. Limit on Storage.

1 Irrespective of the category of storage utilized, each party to this Judgment may
2 not cumulatively have in storage at any time Stored Water totaling more than two
3 hundred percent (200%) of that party's Allowed Pumping Allocation. Subject to the
4 foregoing, the right to produce Stored Water may be freely transferred to another party to
5 this Judgment, or as otherwise permitted herein.

6 G. Extractions of Stored Water; Exemption from Replenishment Assessment.

7 The Court finds and declares that the extraction of Stored Water as permitted
8 hereunder does not constitute "production of groundwater" within the meaning of Water
9 Code Section 60317 and that no Replenishment Assessment shall be levied on the
10 extraction of Stored Water. WRD has stipulated to the same. This determination reflects
11 the practical application of certain provisions of this Judgment concerning storage of
12 water, including, without limitation, understanding the following: (1) payment of the
13 Replenishment Assessment is required upon the conversion of Carryover Water into
14 storage, and; (2) developed water introduced into the Basin for storage by or on behalf of
15 a Party through spreading or injection need not be replenished by WRD and should not
16 be subject to the Replenishment Assessment.

17 H. Storage Procedure.

18 The Administrative Body shall (i) prescribe forms and procedures for the orderly
19 reporting of Stored Water, (ii) maintain records of all water stored in the Basin, and (iii)
20 undertake monitoring and modeling of Stored Water as may be reasonably required. As
21 to any Storage Projects that will require review and approval by the Storage Panel, the
22 Administrative Body shall provide appropriate applications, and shall work with project
23 applicants to complete the application documents for presentation to the Storage Panel.
24 The Administrative Body shall be responsible for conducting any groundwater modeling
25 necessary to evaluate a proposed Storage Project. The proponent of a proposed project
26 will bear all costs associated with the review of the application for approval of the project
27 and all costs associated with its implementation. Nothing in this Judgment shall alter the
28 applicant(s) duty to comply with CEQA or to meet other legal requirements as to any

1 proposed Storage Project. Within thirty (30) days after final submission of the storage
2 application documents, the Administrative Body shall provide notice of the storage
3 application (either by electronic mail or U.S. postal mail), together with a copy of the
4 application documents, to all parties possessing an Allowed Pumping Allocation, and to
5 any other person requesting notice thereof. Following notice, any necessary hearings
6 before the Storage Panel shall be conducted as provided in Section IV(O) of this
7 Judgment.

8 I. Loss of Stored Water/Relative Priority.

9 To balance the need to protect priority uses of storage and to encourage the full
10 utilization of Adjudicated Storage Capacity and Basin Operating Reserve where it can be
11 accommodated without interference with priority uses, and except as otherwise provided
12 in this Judgment, no water held in any authorized storage account will be deemed lost
13 from that storage account unless the cumulative quantity of water held as Stored Water
14 plus the quantity of water held within the Basin Operating Reserve exceeds 330,000
15 acre-feet. Where all Adjudicated Storage Capacity and Basin Operating Reserve has
16 been occupied, the first Stored Water to be deemed lost shall be the last water stored as
17 Community Storage. Upon receipt of a bona fide request by another use entitled to
18 priority hereunder, Watermaster shall issue a notice requiring the other parties to
19 evacuate their Stored Water. Any Stored Water that is not evacuated shall be deemed
20 dedicated to the Basin Operating Reserve in furtherance of the physical solution without
21 compensation and accounted for accordingly.

22 J. Limits on Extraction.

23 Anything in this Judgment to the contrary notwithstanding, no party shall extract
24 greater than 140% of the sum of (i) the party's Allowed Pumping Allocation and (ii) the
25 party's leased water, except upon prior approval by the Water Rights Panel. For this
26 purpose, a party's total extraction right for a particular year shall include that party's
27 Allowed Pumping Allocation and any contractual right through lease or other means to
28 utilize the adjudicated rights of another party. Where such proposed extraction would

1 occur within the Central Basin Pressure Area as defined by Watermaster consistent with
2 historical records, the Water Rights Panel shall submit such request for review by the
3 Board of WRD. The Water Rights Panel shall not approve any request for over-
4 extraction within the Pressure Area without a written finding by the Board of WRD that
5 such over-extraction will not cause Material Physical Harm. The role of the Board of
6 WRD in this process shall not be read to expand or restrict WRD's statutory authority.
7 Consideration shall be on an expedited basis.

8 K. Increased Extractions in the Central Basin for Certain Water Purveyors.

9 (1) This Court also maintains continuing jurisdiction over the West
10 Coast Basin, which bounds the Central Basin to the west.

11 (2) Certain Water Purveyors are parties to both this Amended
12 Judgment and the judgment governing the West Coast Basin and serve
13 communities overlying both the Central Basin and the West Coast Basin.

14 (3) Certain Water Purveyors may exceed their Allowed Pumping
15 Allocation in any Administrative Year, subject to all of the following conditions:

16 (a) The Water Purveyor is one of the following eligible Parties:

17 (i) City of Los Angeles

18 (ii) Golden State Water Company

19 (iii) California Water Service Company.

20 (b) Increased extractions pursuant to this Section shall not
21 exceed 5,000 acre-feet per Water Purveyor for the particular
22 Administrative Year.

23 (c) Increased extractions pursuant to this Section shall not
24 exceed the Water Purveyor's unused "Adjudicated Rights" in the West
25 Coast Basin.

26 (d) Increased extractions pursuant to this Section shall not
27 result in Material Physical Harm.

28 (4) Notwithstanding the foregoing, nothing herein permits extraction

1 of water within the Central Basin in excess of 140% of Allowed Pumping
2 Allocation for the particular Administrative Year, except as otherwise permitted
3 under this Judgment.

4 (5) Replenishment of any water extracted from the Central Basin
5 pursuant to this Section shall occur exclusively in the Central Basin.

6 (6) The benefits of this Section are made available only to the certain
7 Water Purveyors that serve communities overlying the Central Basin and
8 communities overlying the West Basin, in recognition of the management of
9 water resources by those Water Purveyors to serve such overlying communities.
10 It is not made, nor is it related to, a determination of an underflow between the
11 basins, a cost or benefit allocation, or any other factor relating to the allocation of
12 the Replenishment Assessment.

13 L. Special Provisions for Temporary Storage within Community Storage
14 Pool.

15 The Central Basin Municipal Water District (“CBMWD”) shall take such action
16 as may be necessary to reduce its Allowed Pumping Allocation to five (5) acre-feet or
17 fewer by December 31, 2018, and has agreed, by stipulation, not to acquire any
18 additional Central Basin water rights. Upon application by CBMWD, the Storage Panel
19 may, after making each of the findings required in this subsection, approve storage of
20 water by CBMWD within the Community Storage Pool subject to the stated conditions.
21 The Storage Panel may only authorize such storage after finding each of the following to
22 be true as of the date of such approval:

23 (1) CBMWD (a) then owns five (5) acre-feet or fewer of Allowed
24 Pumping Allocation, and (b) has not produced water utilizing any extraction
25 rights it holds within the Basin but has only engaged in the sale or leasing of those
26 rights to others.

27 (2) There is available space for Storage within the Community Storage
28

1 Pool.

2 (3) CBMWD has identified a source of imported water that may be
3 brought into the Basin and stored underground.
4

5 (4) The water identified for storage (a) is unlikely to be acquired by
6 other parties through surface delivery for use within the Basin, and (b) was
7 offered to WRD to purchase for replenishment purposes at the same price that
8 CBMWD otherwise sells imported water to WRD and WRD declined to purchase
9 said water, within a reasonable period of time.
10

11 (5) There will be no Material Physical Harm associated with the
12 introduction of the water into storage, or its extraction, in the manner approved by
13 the Storage Panel.
14

15 The condition expressed in Section IV(L)(1)(a) above shall not be operative until
16 January 1, 2019, or upon reduction of CBMWD's Allowed Pumping Allocation
17 to five (5) acre-feet or fewer, whichever first occurs. CBMWD may not extract
18 the Stored Water, and may instead only transfer that Stored Water to a party
19 having extraction rights, or to WRD for replenishment purposes only. Such
20 Stored Water not so transferred within three (3) years following its storage may
21 be purchased by WRD, at its option, for replenishment purposes only, at a price
22 not exceeding the actual cost incurred by CBMWD in importing and storing the
23 water in the first instance, plus a reasonable administrative charge for overhead
24 not exceeding five percent (5%) of the price paid by CBMWD for the water with
25 no other fees or markups imposed by CBMWD. Except as otherwise permitted in
26 this Section, any such Stored Water held by CBMWD for a term greater than
27 three (3) years shall be assessed an annual water loss equal to 10% of the amount
28 of such Stored Water at the end of each year. Water subject to the loss

assessment will be deemed dedicated to the Basin Operating Reserve in furtherance of the physical solution without further compensation. The Storage Panel shall grant CBMWD one or more extensions of such term, not exceeding total extensions of three (3) additional years, following public hearing, if the Storage Panel determines that the Stored Water has been actively marketed by CBMWD for transfer to Parties on reasonable terms in the previous year. The Storage Panel may impose such additional reasonable conditions as it determines to be appropriate. Any review by the Storage Panel hereunder shall only occur at a public hearing held following at least 15 days' (but not more than 30 days') mailed notice to all Parties to this Judgment, at which hearing an opportunity for public comment shall be afforded in advance of any such decision. However, the Storage Panel may consider an application on shorter notice under exigent circumstances, including the potential loss of the water proposed to be stored if action is not taken sooner. CBMWD shall have the right to appeal any action or inaction by the Storage Panel to this court. The storage and extraction of Stored Water hereunder shall otherwise be subject to all other provisions of this Judgment. The court finds and declares that this subsection constitutes a "court order issued by a court having jurisdiction over the adjudication of groundwater extraction rights within the groundwater basin where storage is sought" within the meaning of Water Code §71610(b)(2)(B). Nothing in this provision impedes CBMWD's ability to store water pursuant to a contract with an adjudicated groundwater extraction rights holder as permitted by Water Code § 71610(b)(2)(A) and otherwise in accordance with this Judgment.

M. Basin Operating Reserve.

It is in the public interest and in furtherance of the physical solution for WRD to prudently exercise its statutory discretion to purchase, spread, and inject Replenishment Water, to provide for in-lieu replenishment, and otherwise to fulfill its replenishment function within the Basin as provided in Water Code Section 60000 et. seq. Hydrologic,

1 regulatory and economic conditions now prevailing within the State require that WRD be
2 authorized to exercise reasonable discretion and have flexibility in the accomplishment
3 of its replenishment function. Accordingly, WRD may pre-purchase or defer the
4 purchase of Replenishment Water, and may otherwise purchase and manage available
5 sources of Replenishment Water under the most favorable climatic and economic
6 conditions as it may determine reasonable and prudent under the circumstances. It is the
7 intent of the parties to preserve space for such replenishment activities, including capture
8 of natural inflows during wet years, recapture of water when possible, and artificial
9 replenishment when water is available at discounted rate, for the benefit of the Basin and
10 the parties to the Judgment. The Basin Operating Reserve is intended to allow WRD to
11 meet its replenishment needs to make APA available for extraction by all water rights
12 holders. Accordingly, WRD shall have a priority right to occupy up to 110,000 acre-feet
13 of the Available Dewatered Space as the “Basin Operating Reserve” for the acquisition
14 and replenishment of water, or to ensure space remains available in the Basin to capture
15 natural inflows during wet years for the benefit of the parties to the Judgment, to offset
16 over-production. The priority right is not intended to allow WRD to sell or lease stored
17 water, storage, or water rights. To the extent WRD does not require the use of all of such
18 Basin Operating Reserve, that portion of the Basin Operating Reserve that is not then
19 being used shall be available to other Parties to store water on a temporary and space-
20 available basis. No Party may use any portion of the Basin Operating Reserve for space-
21 available storage unless that Party has already maximized its allowed Storage pursuant to
22 its Individual Storage Allocation and all available Community Storage is already in use.
23 WRD’s failure to use any portion of its Basin Operating Reserve shall not cause
24 forfeiture or create a limitation of its right to make use of the designated space in the
25 future. WRD’s first priority right to this category of space shall be absolute. To the
26 extent that there is a conflict between WRD and a third party regarding the availability of
27 and desire to use any portion of the space available for replenishment up to the maximum
28 limits set forth in this section, the interests of WRD will prevail. If a party other than

1 WRD is using the Basin Operating Reserve space on a “space available” basis and a
2 conflict develops between WRD and the storing party, the storing party will, upon notice
3 from WRD, evacuate the Stored Water within ninety (90) days thereafter. In such event,
4 temporary occupancy within the Basin Operating Reserve shall be first in time, first in
5 right, and the last Party to store water shall be required to evacuate first until adequate
6 space shall be made available within the Basin Operating Reserve to meet WRD’s needs.
7 The storing party or parties assume all risks of waste, spill and loss regardless of the
8 hardship. Stored Water that is not evacuated following WRD’s notice of intent to occupy
9 the Basin Operating Reserve will be deemed dedicated to the Basin Operating Reserve in
10 furtherance of the physical solution without compensation and accounted for
11 accordingly. Nothing herein shall permit WRD to limit or encumber, by contract or
12 otherwise, its right to use the Basin Operating Reserve for Replenishment purposes for
13 any reason, or to make space therein available to any person by any means.
14 Notwithstanding the foregoing, to the extent excess space is available, water evacuated
15 from the Basin Operating Reserve as provided in this Section shall be deemed added to
16 available space within the Individual Storage Allocations and Community Storage Pool,
17 subject to the priority rights otherwise provided in this Judgment.

18 N. Water Augmentation.

19 The parties, in coordination with WRD, may undertake projects that add to the
20 long-term reliable yield of the Basin. Innovations and improvements in practices that
21 increase the conservation and maximization of the reasonable and beneficial use of water
22 should be promoted. To the extent that Parties to the Judgment, in coordination with
23 WRD, implement a project that provides additional long-term reliable water supply to the
24 Central Basin, the annual extraction rights in the Central Basin will be increased
25 commensurately in an amount to be determined by the Storage Panel to reflect the actual
26 yield enhancement associated with the project. Augmented supplies of water resulting
27 from such a project may be extracted or stored as permitted in this Judgment in the same
28 manner as other water. Participation in any Water Rights Augmentation Project shall be

1 voluntary. A party may elect to treat a proposed project as a Water Augmentation
2 Project (for the purpose of seeking an increase in that party's Allowed Pumping
3 Allocation) or may elect to treat such a project as a Storage Project under the other
4 provisions of this Judgment. The terms of participation in any Water Augmentation
5 Project will be at the full discretion of the participating parties. All Water Augmentation
6 Projects will be approved by the Storage Panel.

7 (1) Participating Parties.

8 Parties who propose a Water Augmentation Project ("Project Leads") may
9 do so in their absolute discretion, upon such terms as they may determine. All
10 other parties to this Judgment will be offered an opportunity to participate in the
11 Water Augmentation Project on condition that they share proportionally in
12 common costs and benefits, and assume the obligation to bear exclusively the cost
13 of any improvements that are required to accommodate their individual or
14 particular needs. Notice shall be provided which generally describes the project
15 and the opportunity to participate with sufficient time for deliberation and action
16 by any of these parties who could potentially participate. Disputes over the
17 adequacy of notice shall be referred to the Storage Panel, and then to the Court
18 under its continuing jurisdiction. Parties who elect to participate ("Project
19 Participants") may do so provided they agree to offer customary written and
20 legally binding assurances that they will bear their proportionate costs attributable
21 to the Water Rights Augmentation Project, or provide other valuable
22 consideration deemed sufficient by the Project Leads and the Project Participants.

23 (2) Determination of Additional Extraction Rights.

24 The amount of additional groundwater extraction as a result of a Water
25 Augmentation project will be determined by the Storage Panel, subject to review
26 by the Court. The determination will be based upon substantial evidence which
27 supports the finding that the Water Augmentation project will increase the long-
28 term sustainable yield of the respective Basin by an amount at least equal to the

1 proposed increase in extraction rights.

2 (3) Increase in Extraction Rights.

3 A party that elects to participate and pays that party's full pro-rata share of
4 costs associated with any Water Augmentation Project and/or reaches an
5 agreement with other participants based upon other valuable consideration
6 acceptable to the Project Leads and Project Participants, will receive a
7 commensurate increase in extraction rights. Non-participating parties will not
8 receive an increase or a decrease in extraction rights. Any party that elects not to
9 participate will not be required to pay any of the costs attributable to the particular
10 Water Augmentation Project, whether directly or indirectly as a component of the
11 WRD Replenishment Assessment.

12 (4) Nominal Fluctuations.

13 Because water made available for Water Rights Augmentation will be
14 produced annually, fluctuations in groundwater levels will be temporary, nominal
15 and managed within the Basin Operating Reserve.

16 (5) Availability of New Water.

17 The amount of additional groundwater extraction established as a result of
18 a Water Augmentation Project shall be equal to the quantity of new water in the
19 Basin that is attributable to that Water Augmentation Project. No extraction shall
20 occur and no extraction right shall be established until new water has been
21 actually introduced into the Basin as a result of the Project. Any approval for a
22 Water Augmentation Project shall include provisions (a) requiring regular
23 monitoring to determine the actual amount of such new water made available, (b)
24 requiring make-up water or equivalent payment therefor to the extent that actual
25 water supply augmentation does not meet projections, and (c) adjusting extraction
26 rights attributable to the Water Augmentation Project to match the actual water
27 created. The right to extract augmented water from the Basin resulting from a
28 party's participation in a Water Augmentation Project shall be accounted for

1 separately and shall not be added to a party's Allowed Pumping Allocation. No
2 Replenishment Assessment shall be levied against the extraction of augmented
3 water.

4 (6) Limitation.

5 Notwithstanding the foregoing, WRD will not obtain any water rights or
6 extraction rights under this Judgment by virtue of its participation in a Water
7 Augmentation Project. If WRD participates in a Water Rights Augmentation
8 Project through funding or other investments, its allocation of new water from the
9 project shall be used to offset its replenishment responsibilities.

10 O. Limits on Watermaster Review.

11 It shall not be necessary for Watermaster, or any constituent body thereof, to
12 review or approve any of the following before the affected Party may proceed: (i)
13 exercise of adjudicated water rights consistent with this Judgment, except for extraction
14 above 140% of a Party's extraction right as set out in Section IV(J) of this Judgment; (ii)
15 replenishment of the Basin with Replenishment Water by WRD consistent with Water
16 Code Section 60000 et seq., including replenishment of water produced by water rights
17 holders through the exercise of adjudicated water rights; (iii) WRD's operations within
18 the Basin Operating Reserve; (iv) Carryover Conversion or other means of the filling of
19 the Individual Storage Accounts and the Community Storage Pool, as provided in this
20 Judgment, as long as existing water production, spreading, or injection facilities are used;
21 and (v) individual transfers of the right to produce Stored Water as permitted in Section
22 IV(F). All other Storage Projects and all Water Augmentation Projects shall be subject
23 to review and approval as provided herein, including (i) material variances to substantive
24 criteria governing projects exempt from the review and approval process, (ii)
25 modifications to previously approved Storage Projects and agreements, (iii) a party's
26 proposal for Carryover Conversion in quantities greater than the express apportionment
27 of Adjudicated Storage Capacity on a non-priority, space-available, interim basis, and
28 (iv) Storage, by means other than Carryover Conversion, when new production,

1 spreading, or injection facilities are proposed to be utilized.

2 P. Hearing Process For Watermaster Review.

3 The following procedures shall be followed by Watermaster where Watermaster
4 review of storage or extraction of Stored Water is required or permitted under this
5 Judgment:

6 (1) No later than thirty (30) days after notice has been issued for the
7 storage application, the matter shall be set for hearings before the Storage Panel.
8 A staff report shall be submitted by WRD staff in conjunction with the completed
9 storage application documents and the Water Rights Panel may prepare an
10 independent staff report, if it elects to do so.

11 (2) The Board of WRD and the Water Rights Panel (sitting jointly as
12 the Storage Panel) shall conduct a joint hearing concerning the storage
13 application.

14 (3) All Watermaster meetings shall be conducted in the manner
15 prescribed by the applicable Rules and Regulations. The Rules shall provide that
16 all meetings of Watermaster shall be open to water rights holders and that
17 reasonable notice shall be given of all meetings.

18 (4) The Board of WRD and the Water Rights Panel shall each adopt
19 written findings explaining its decision on the proposed Storage Project, although
20 if both entities reach the same decision on the Storage Project, they shall work
21 together to adopt a uniform set of findings.

22 (5) Unless both the Board of WRD and the Water Rights Panel
23 approve the Storage Project, the Storage Project application shall be deemed
24 denied (a "Project Denial"). If both the Board of WRD and the Water Rights
25 Panel approve the Storage Project, the Storage Project shall be deemed approved
26 (a "Project Approval").

27 Q. Trial Court Review

28 (1) The applicant may seek the Storage Panel's reconsideration of a

1 Project Denial. However, there shall be no process for mandatory reconsideration
2 or mediation of a Project Approval or a Project Denial either before the
3 Administrative Body, or before the Water Rights Panel.

4 (2) Any Party may file an appeal from a Project Approval or Project
5 Denial with this Court, as further described in Section II(F).

6 (3) In order to (a) promote the full presentation of all relevant
7 evidence before the Storage Panel in connection with its consideration of any
8 proposed Storage Project, (b) achieve an expeditious resolution of any appeal to
9 the Court, and (c) accord the appropriate amount of deference to the expertise of
10 the Storage Panel, the appeal before the Court shall be based solely on the
11 administrative record, subject only to the limited exception in California Code of
12 Civil Procedure section 1094.5(e).

13 (4) If both the WRD Board and the Water Rights Panel each vote to
14 deny or approve a proposed Storage Project, it shall be an action by the Storage
15 Panel and that decision shall be accorded by the Court deference according to the
16 substantial evidence test. If one of the reviewing bodies votes to approve the
17 proposed Storage Project and the other reviewing body votes to deny the proposed
18 storage project, then the Court's review shall be *de novo*, although still restricted
19 to the administrative record. In the case of any *de novo* Trial Court review, the
20 findings made by the respective Watermaster bodies shall not be accorded any
21 weight independent of the evidence supporting them.

22 R. Space Available Storage, Relative Priority, and Dedication of "Spilled"
23 Water.

24 To balance the need to protect priority uses of storage and to encourage the full
25 utilization of Available Dewatered Space within the Adjudicated Storage Capacity and
26 the Basin Operating Reserve, any Party may make interim, temporary use of then
27 currently unused Available Dewatered Space within any category of Adjudicated Storage
28 Capacity, and then if all Adjudicated Storage Capacity is being fully used for Stored

1 Water within the Basin Operating Reserve (“Space-Available Storage”), subject to the
2 following criteria:

3 (1) Any Party may engage in Space-Available Storage without prior
4 approval from Watermaster provided that the storing Party or Parties shall assume
5 all risks of waste, spill, and loss regardless of the hardship. Whenever the Storage
6 Panel determines that a Party is making use of excess Available Dewatered Space
7 for Space-Available Storage, the Storage Panel shall issue written notice to the
8 Party informing them of the risk of spill and loss.

9 (2) Whenever the Available Dewatered Space is needed to
10 accommodate the priority use within a respective category of Adjudicated Storage
11 Capacity, or WRD seeks to make use of its priority right to the Basin Operating
12 Reserve to fulfill its replenishment function, the Storage Panel shall issue a notice
13 to evacuate the respective category of Adjudicated Storage Capacity or Basin
14 Operating Reserve, as applicable, within the time-periods set forth within this
15 Amended Judgment. To the extent the Stored Water is not timely evacuated such
16 Stored Water will be placed into any other excess Available Dewatered Space,
17 first within the Adjudicated Storage Capacity, if available, and then if all
18 Adjudicated Storage Capacity is being fully used for Stored Water within the
19 Basin Operating Reserve. If no excess Available Dewatered Space is available
20 within the Basin Operating Reserve, then the Stored Water shall be deemed
21 spilled and will be deemed dedicated to the Basin Operating Reserve in
22 furtherance of the physical solution without compensation and accounted for
23 accordingly. A Party that seeks to convert the Stored Water temporarily held in
24 interim storage as Space-Available Storage to a more firm right, may in its
25 discretion, contract for the use of another Party’s Individual Storage Allocation,
26 or may add such water to the Community Storage Pool once space therein
27 becomes available.

28 (3) No Stored Water will be deemed abandoned unless the cumulative

1 quantity of water held as Stored Water plus the quantity of water held in the Basin
2 Operating Reserve exceeds 330,000 (three hundred and thirty thousand) acre-feet
3 in the Central Basin.
4

5 V. CONTINUING JURISDICTION OF THE COURT.

6 The Court hereby reserves continuing jurisdiction and upon application of any interested
7 party, or upon its own motion, may review and redetermine the following matters and any
8 matters incident thereto:

9 A. Its determination of the permissible level of extractions from Central
10 Basin in relation to achieving a balanced basin and an economic utilization of Central
11 Basin for groundwater storage, taking into account any then anticipated artificial
12 replenishment of Central Basin by governmental agencies for the purpose of alleviating
13 what would otherwise be annual overdrafts upon Central Basin and all other relevant
14 factors.

15 B. Whether in accordance with applicable law any party has lost all or any
16 portion of his rights to extract groundwater from Central Basin and, if so, to ratably
17 adjust the Allowed Pumping Allocations of the other parties and ratably thereto any
18 remaining Allowed Pumping Allocation of such party.

19 C. To remove any Watermaster or constituent body appointed from time to
20 time and appoint a new Watermaster; and to review and revise the duties, powers and
21 responsibilities of the Watermaster or its constituent bodies and to make such other and
22 further provisions and orders of the Court that may be necessary or desirable for the
23 adequate administration and enforcement of the Judgment.

24 D. To revise the price to be paid by Exchangees and to Exchangors for
25 Exchange Pool purchases and subscriptions.

26 E. In case of emergency or necessity, to permit extractions from Central
27 Basin for such periods as the Court may determine: (i) ratably in excess of the Allowed
28 Pumping Allocations of the parties; or (ii) on a non-ratable basis by certain parties if

1 either compensation or other equitable adjustment for the benefit of the other parties is
2 provided. Such overextractions may be permitted not only for emergency and necessity
3 arising within Central Basin area, but to assist the remainder of the areas within The
4 Metropolitan Water District of Southern California in the event of temporary shortage or
5 threatened temporary shortage of its imported water supply, or temporary inability to
6 deliver the same throughout its area, but only if the court is reasonably satisfied that no
7 party will be irreparably damaged thereby. Increased energy cost for pumping shall not
8 be deemed irreparable damage. Provided, however, that the provisions of this
9 subparagraph will apply only if the temporary shortage, threatened temporary shortage,
10 or temporary inability to deliver was either not reasonably avoidable by the Metropolitan
11 Water District, or if reasonably avoidable, good reason existed for not taking the steps
12 necessary to avoid it.

13 F. To review actions of the Watermaster.

14 G. To assist the remainder of the areas within The Metropolitan Water
15 District of Southern California within the parameter set forth in subparagraph (e) above.

16 H. To provide for such other matters as are not contemplated by the Judgment
17 and which might occur in the future, and which if not provided for would defeat any or
18 all of the purposes of this Judgment to assure a balanced Central Basin subject to the
19 requirements of Central Basin Area for water required for its needs, growth and
20 development.

21 The exercise of such continuing jurisdiction shall be after 30 days' notice to the parties,
22 with the exception of the exercise of such continuing jurisdiction in relation to subparagraphs E
23 and G above, which may be *ex parte*, in which event the matter shall be forthwith reviewed
24 either upon the Court's own motion or the motion of any party upon which 30 days' notice shall
25 be so given. Within ten (10) days of obtaining any *ex parte* order, the party so obtaining the
26 same shall mail notice thereof to the other parties. If any other party desires Court review
27 thereof, the party obtaining the *ex parte* order shall bear the reasonable expenses of mailing
28 notice of the proceedings, or may in lieu thereof undertake the mailing. Any contrary or

1 modified decision upon such review shall not prejudice any party who relied on said *ex parte*
2 order.

3
4 VI. GENERAL PROVISIONS.

5 A. Judgment Constitutes Inter Se Adjudication.

6 This Judgment constitutes an inter se adjudication of the respective rights of all
7 parties, except as may be otherwise specifically indicated in the listing of the water rights
8 of the parties of this Judgment, or in Appendix “2” hereof. All parties to this Judgment
9 retain all rights not specifically determined herein, including any right, by common law
10 or otherwise, to seek compensation for damages arising out of any act or omission of any
11 person. This Judgment constitutes a “court order” within the meaning of Water Code
12 Section 71610(B)(2)(b).

13 B. Assignment, Transfer, Etc., of Rights.

14 Subject to the other provision of this Judgment, and any rules and regulations of
15 the Watermaster requiring reports relative thereto, nothing herein contained shall be
16 deemed to prevent any party hereto from assigning, transferring, licensing or leasing all
17 or any portion of such water rights as it may have with the same force and effect as
18 would otherwise be permissible under applicable rules of law as exist from time to time.

19 C. Service Upon and Delivery to Parties of Various Papers.

20 Service of the Judgment on those parties who have executed that certain
21 Stipulation and Agreement for Judgment or who have filed a notice of election to be
22 bound by the Exchange Pool provisions shall be made by first class mail, postage
23 prepaid, addressed to the designee and at the address designated for that purpose in the
24 executed and filed Counterpart of the Stipulation and Agreement for Judgment or in the
25 executed and filed “Notice of Election to be Bound by Exchange Pool Provisions,” as the
26 case may be, or in any substitute designation filed with the Court.

27 Each party who has not heretofore made such a designation shall, within 30 days
28 after the Judgment shall have been served upon that party, file with the Court, with proof

1 of service of a copy upon the Watermaster, a written designation of the person to whom
2 and the address at which all future notices, determinations, requests, demands, objections,
3 reports and other papers and processes to be served upon that party or delivered to that
4 party are to be so served or delivered.

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

9 Delivery to or service upon any party by the Watermaster, by any other party, or
10 by the Court, or any item required to be served upon or delivered to a party under or
11 pursuant to the Judgment may be by deposit in the mail, first class, postage prepaid,
12 addressed to the designee and at the address in the latest designation filed by that party.

13 D. Judgment Does Not Affect Rights, Powers, Etc., of Plaintiff District.

14 Nothing herein constitutes a determination or adjudication which shall foreclose
15 Plaintiff District from exercising such rights, powers, privileges and prerogatives as it
16 may now have or may hereafter have by reason of provisions of law.

17 E. Continuation of Order under Interim Agreement.

18 The order of Court made pursuant to the “Stipulation and Interim Agreement and
19 Petition for Order” shall remain in effect through the Administrative Year in which this
20 Judgment shall become final (subject to the reserved jurisdiction of the Court).

21 F. Effect of Extractions by Exchangees; Reductions in Extractions.

22 With regard to Exchange Pool purchases, the first extractions by each Exchangee
23 shall be deemed the extractions of the quantities of water which that party is entitled to
24 extract pursuant to his allocation from the Exchange Pool for that Administrative Year.
25 Each Exchangee shall be deemed to have pumped his Exchange Pool request so allocated
26 for and on behalf of each Exchangor in proportion to each Exchangor’s subscription to
27 the Exchange Pool which is utilized to meet Exchange Pool requests. No Exchangor
28 shall ever be deemed to have relinquished or lost any of its rights determined in this

1 Judgment by reason of allocated subscriptions to the Exchange Pool. Each Exchangee
2 shall be responsible as between Exchangors and that Exchangee, for any tax or
3 assessment upon the production of groundwater levied for replenishment purposes by
4 WRD or by any other governmental agency with respect to water extracted by such
5 Exchangee by reason of Exchange Pool allocations and purchases. No Exchangor or
6 Exchangee shall acquire any additional rights, with respect to any party to this action, to
7 extract waters from Central Basin pursuant to Water Code Section 1005.1 by reason of
8 the obligations pursuant to and the operation of the Exchange Pool.

9 G. Judgment Binding on Successors, Etc.

10 This Judgment and all provisions thereof are applicable to and binding upon not
11 only the parties to this action, but as well to their respective heirs, executors,
12 administrators, successors, assigns, lessees, licensees and to the agents, employees and
13 attorneys in fact of any such persons.

14 H. Costs.

15 No party shall recover its costs herein as against any other party.

16 I. Intervention of Successors in Interest and New Parties.

17 Any person who is not a party (including but not limited to successors or parties
18 who are bound by this Judgment) and who proposes to produce water from the Basin,
19 store water in the Basin, or exercise water rights of a predecessor may seek to become a
20 party to this Judgment through a Stipulation in Intervention entered into with the
21 Plaintiff. Plaintiff may execute said Stipulation on behalf of the other parties herein, but
22 such Stipulation shall not preclude a party from opposing such intervention at the time of
23 the court hearing thereon. Said Stipulation for Intervention must thereupon be filed with
24 the Court, which will consider an order confirming said intervention following thirty (30)
25 days' notice to the parties. Thereafter, if approved by the Court, such intervenor shall be
26 a party bound by this Judgment and entitled to the rights and privileges accorded under
27 the physical solution herein.

28 J. Effect of this Amended Judgment on Orders Filed Herein.

1 This Third Amended Judgment shall not abrogate such rights of additional
2 carryover of unused water rights as may otherwise exist pursuant to orders herein filed
3 June 2, 1977 and September 29, 1977.

4
5 THE CLERK WILL ENTER THIS THIRD AMENDED JUDGMENT FORTHWITH.

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7 DATED: _____

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11 Judge of the Superior Court
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Appendix G - Main San Gabriel Basin Amended Judgment

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

13 Upper San Gabriel Valley

14 Municipal Water District,

15 Plaintiff,

16 vs.

17 City of Alhambra, et al,

18 Defendants

Case No.: 924128

AMENDED JUDGMENT

(And Exhibits Thereto)

21 HONORABLE MAUREEN DUFFY-LEWIS

22 Assigned Judge Presiding

23 DEPARTMENT 38

24 June 21, 2012

25 (This version includes prior Amendments
26 and updated Exhibits through June 21, 2012.)
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EXHIBITS

- “A” – Map entitled, “San Gabriel River Watershed Tributary to Whittier Narrows”
- “B” – Boundaries of Relevant Watershed
- “C” – Table Showing Base Annual Diversion Rights of Certain Diversers
- “D” – Table Showing Prescriptive Pumping 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
(Exhibit “K” Includes - Nature of Overlying Right, Description of Overlying Lands To Which Overlying Rights Are Appurtenant, Producers Entitled To Exercise Overlying Rights and Their Respective Consumptive Use Portions, and Map of Overlying Lands.)
- “L” – List of Producers and Other Parties and Their Designees (June 2012) (New)
- “M” – Watermaster Members, Officers, and Staff, Including Calendar Year 2012 (New)

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SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

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

Case No.: 924128

AMENDED JUDGMENT

Hearing: June 21, 2012
Department 38, 9:30 A.M.

The Petition of the MAIN SAN GABRIEL BASIN WATERMASTER for this AMENDED JUDGMENT herein, came on regularly for hearing in this Court before the HONORABLE MAUREEN DUFFY-LEWIS, ASSIGNED JUDGE PRESIDING, on June 21, 2012; Frederic A. Fudacz appeared as attorney for Watermaster - Petitioner; and good cause appearing, the following ORDER and AMENDED JUDGMENT are, hereby, made:

I. INTRODUCTION

1. Pleadings, Parties, and Jurisdiction. The complaint herein was filed on January 2, 1968, seeking an adjudication of water rights. By amendment of said complaint and dismissals of certain parties, said adjudication was limited to the Main San Gabriel Basin and its Relevant Watershed. Substantially all defendants and the cross-defendant have appeared herein, certain defaults have been entered, and other defendants dismissed. By the pleadings herein and by

1 Order of this Court, the issues have been made those of a full inter se adjudication of water
2 rights as between each and all of the parties. This Court has jurisdiction of the subject matter of
3 this action and of the parties herein.

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

7 3. Lis Pendens. (New) A Lis Pendens was recorded August 20, 1970, as Document
8 2650, in Official Records of Los Angeles County, California, in Book M 3554, Page 866.

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

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

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

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

1 amending Sections 10(ff), 10(jj), and 34(h); again amended on February 24, 1992, by amending
2 Section 40(b); again amending Appendices in 2000; and again on June 21, 2012 by amending
3 Sections 10(ff), 26, 29(d), 34(b), 34(c), 34(g), 34(h), 34(j), 36, 42, 44, 45, 46(a), 47, 50, 54,
4 Exhibit H Sections 2, 3(d), 4; adding Sections 34(p), 34(q), 34(r); and deleting Section 53
5 entirely.

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

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

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

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

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

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

19 (d) Diverter – Any party who Diverts.

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

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

22 g) Ground Water – Water beneath the surface of the ground and within the zone
23 of saturation.

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

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

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

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

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

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

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

(o) Minimal Producer – Any party whose Production in any Fiscal Year does not exceed five (5) acre-feet. (Prior to June 21, 2012)

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

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

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

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

transferred apart therefrom.

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

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

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

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

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

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

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

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

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

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

(dd) Responsible Agency – (Prior Judgment Section 4(cc)) The municipal water

1 district which is the normal and appropriate source from whom Watermaster shall
2 purchase Supplemental Water for replacement purposes under the Physical Solution,
3 being one of the following:

4 (1) Upper District – Upper San Gabriel Valley Municipal Water District,
5 a member public agency of the Metropolitan Water District of Southern
6 California (MWD).

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

9 (3) Three Valleys District – Three Valleys Municipal Water District,
10 formerly, “Pomona Valley Municipal Water District”, a member public agency of
11 MWD.

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

14 (ff) Supplemental Water – (Prior Judgment Section 4(ee)) Nontributary water
15 imported through a Responsible Agency and reclaimed water or water obtained from
16 other available sources when water is not available in a timely fashion from a
17 Responsible Agency. (Amended 6/21/12)

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

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

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

6 (jj) Reclaimed Water – Water which, as a result of treatment of waste, is suitable
7 for a direct beneficial use or a controlled use that would not otherwise occur. (Amended
8 4/2/91)

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

11 Exhibit “A” – Map entitled, “San Gabriel River Watershed Tributary to Whittier
12 Narrows”, showing the boundaries and relevant geologic and hydrologic features in the
13 portion of the watershed of the San Gabriel River lying upstream from Whittier Narrows.

14 Exhibit “B” – Boundaries of Relevant Watershed.

15 Exhibit “C” – Table Showing Base Annual Diversion Rights of Certain Diverters.

16 Exhibit “D” – Table Showing Prescriptive Pumping Rights and Pumper’s Share
17 of Each Pumper.

18 Exhibit “E” – Table Showing Production Rights of Each Integrated Producer.

19 Exhibit “F” – Table Showing Special Category Rights.

20 Exhibit “G” – Table Showing Non-consumptive Users.

21 Exhibit “H” – Watermaster Operating Criteria.

22 Exhibit “J” – Puente Narrows Agreement.

23 Exhibit “K” – Overlying Rights, Nature of Overlying Right, Description of
24 Overlying Lands to which Overlying Rights are Appurtenant, Producers Entitled to
25 Exercise Overlying Rights and their Respective Consumptive Use Portions, and Map of
26 Overlying Lands.

27 Exhibit “L” – (New) List of Producers And Their Designees, as of June 2012.

28 Exhibit “M” – (New) Watermaster Members, Officers and Staff, Including

1 Calendar Year 2012.

2 **II. DECREE**

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

5 **A. DECLARATION OF HYDROLOGIC CONDITIONS**

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

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

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

16 **B. DECLARATION OF RIGHTS**

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

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

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

rights of said Pumpers are declared to be mutually prescriptive and of equal priority,
inter se.

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

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

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

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

- (1) a fixed component based upon historic Diversions for Direct Use; and
- (2) a mutually prescriptive Pumper's Share component based upon Pumping during the period 1953 through 1967.

Assessment and other Watermaster regulation of the rights of such parties shall relate to and be based upon each such component. So far as future exercise of such rights is concerned,

1 however, the gross quantity of the aggregate right in any Fiscal Year may be exercised, in the
2 sole discretion of such party, by either Diversion or Pumping or any combination or
3 apportionment thereof; provided, that for Assessment purposes the first water Produced in any
4 Fiscal Year (other than "Carry-over", under Section 49 hereof) shall be deemed an exercise of
5 the Diversion Component, and any Production over said quantity shall be deemed Pumped
6 water, regardless of the actual method of Production.

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

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

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

1 Watermaster's In-Lieu Water Cost Assessments under Section 45(d) hereof. The Producers
2 presently entitled to exercise Overlying Rights, a description of the Overlying Land to which
3 Overlying Rights are appurtenant, the nature of use and the consumptive use portion thereof are
4 set forth in Exhibit "K" hereto. Watermaster may require reports and make inspections of the
5 operations of said parties for purposes of verifying the uses set forth in said Exhibit "K", and, in
6 the event of a material change, to redetermine the net amount of consumptive use by such parties
7 as changed, in the exercise of such Overlying Rights.

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

14 C. INJUNCTION

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

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

26 24. Injunction re Change in Overlying Use Without Notice Thereof to Watermaster.
27 (Prior Judgment Section 16.5) Each party listed in Exhibit "K", its officers, agents, employees,
successors and assigns, is **ENJOINED AND RESTRAINED** from materially changing said

1 overlying uses at any time without first notifying Watermaster of the intended change of use, in
2 which event Watermaster shall promptly redetermine the consumptive use portion thereof to be
3 effective after such change.

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

9 26. Injunction Against Transportation from Basin or Relevant Watershed. (Prior
10 Judgment Section 18) Except upon further order of Court and except as provided in section
11 34(r) herein, all parties, other than Transporting Parties and MWD in its exercise of its Special
12 Category Rights, to the extent authorized therein, are **ENJOINED AND RESTRAINED** from
13 transporting water hereafter Produced from the Relevant Watershed or Basin outside the areas
14 thereof. For purposes of this Section, water supplied through a city water system which lies
15 chiefly within the Basin shall be deemed entirely used within the Basin. Transporting Parties
16 are entitled to continue to transport water to the extent that any Production of water by any such
17 party does not violate the injunctive revisions contained in Section 22 hereof; provided that said
18 water shall be used within the present service areas or corporate or other boundaries and
19 additions thereto so long as such additions are contiguous to the then existing service area or
20 corporate or other boundaries; except that a maximum of ten percent (10%) of use in any Fiscal
21 Year may be outside said then existing service areas or corporate or other boundaries.
22 Notwithstanding the foregoing and without in any way changing or limiting the Transporting
23 Parties' entitlement to transport water as set forth herein, any party may enter into an agreement
24 with Watermaster to store Supplemental Water and export said stored Supplemental Water
25 under specific terms and conditions approved by Watermaster. Such storage and export shall be
26 subject to (1) a determination by Watermaster that no material injury to the Basin or parties will
27 result therefrom; (2) execution of an agreement with Watermaster setting forth the terms and
28 conditions upon which water may be stored in or exported from the Basin; and (3) compliance

1 with Watermaster Rules and Regulations respecting Basin storage and export. (Amended
2 6/21/12)

3 **D. CONTINUING JURISDICTION**

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

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

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

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

21 **E. WATERMASTER**

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

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

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

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

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

16 (d) Appointment. All Watermaster nominations shall be promptly certified to
17 the Court, which will in ordinary course confirm the same by an appropriate order
18 appointing said Watermaster; provided, however, that the Court at all times reserves the
19 right and power to refuse to appoint, or to remove, any member of Watermaster.
20 Notwithstanding section 27 herein, Watermaster nominations may be promptly certified
21 by the Court upon 10 calendar days' notice thereof, plus the time prescribed by statute
22 for service by mail, e-mail or other electronic means. (Amended 6/21/12)

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

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

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

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

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

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

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

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

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

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

14 34. Powers and Duties. (Prior Judgment Section 26) Subject to the continuing
15 supervision and control of the Court, Watermaster shall have and may exercise the following
16 express powers, and shall perform the following duties, together with any specific powers,
17 authority and duties granted or imposed elsewhere in this Judgment or hereafter ordered or
18 authorized by the Court in the exercise of its continuing jurisdiction.

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

22 (b) Acquisition of Facilities. To purchase, own, lease, acquire and hold, as
23 trustee for the benefit of the Parties, all necessary personal property and equipment, and
24 such limited real property such as office quarters, monitoring wells, the key well, and
25 other facilities necessary to fulfill Watermaster's basin management responsibilities
26 under this Judgment. (Amended 6/21/12)

27 (c) Employment of Experts and Agents. To employ such administrative
28 personnel, engineering, geologic, accounting, legal, public policy education or other

1 specialized services (but not including registered lobbyists) and consulting assistants as
2 may be deemed appropriate in the carrying out of its powers and to require appropriate
3 bonds from all officers and employees handling Watermaster funds. (Amended 6/21/12)

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

8 (e) Assessments. To levy and collect all Assessments specified in the Physical
9 Solution.

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

13 (g) Borrowing. To borrow in anticipation of receipt of Assessment proceeds an
14 amount not to exceed the annual amount of Assessments levied but uncollected, or in
15 accordance with the provisions of Sections 45 and 46 hereto. Upon approval by the
16 Watermaster at its regularly scheduled public meeting, when necessary to secure
17 Supplemental Water, Watermaster may borrow funds in excess of the annual amount of
18 Assessments levied but uncollected. Prior to borrowing funds, Watermaster shall meet
19 and confer with Responsible Agencies and seek their input. Watermaster shall adopt
20 Rules and Regulations specifying: (i) how debt repayment will be allocated among the
21 Parties; (ii) that Watermaster obtain prior approval of the Court before incurring debt that
22 exceeds the total of one year's levied Assessments; and (iii) such other matters as
23 Watermaster deems appropriate for Rules and Regulations respecting the purchase of
24 Supplemental Water using debt. (Amended 6/21/12)

25 (h) Purchase of and Recharge with Supplemental Water. To purchase
26 Supplemental Water and to introduce the same into the Basin, including Reclaimed
27 Water, for replenishment, Replacement Water, and cyclic storage purposes in the Basin
subject to the affirmative vote of six (6) members of Watermaster, provided, the

1 California Department of Public Health and the Los Angeles Regional Water Quality
2 Control Board have approved such Reclaimed Water for said uses, Watermaster has
3 given prior notice to all parties of its intention to use said Reclaimed Water for such
4 purposes, held noticed hearings thereon, and approves such uses. Reclaimed Water used
5 by Watermaster as Supplemental Water for said purposes shall not be a violation of
6 Sections 3(b) or 3(c) of Exhibit "H" hereto. (Amended 4/2/91 and 6/21/12)

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

9 (j) Cooperation with Existing Agencies. To act jointly or cooperate with
10 agencies of the United States and the State of California or any political subdivision,
11 municipality or district to the end that the purposes of the Physical Solution may be fully
12 and economically carried out. (Amended 6/21/12)

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

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

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

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

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

3 (3) determination by Watermaster of, and accounting for, all losses in

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

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

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

16 (p) Authority to Sue. To prosecute litigation, engage in dispute resolution and
17 file amicus curiae briefs in the furtherance of Watermaster's responsibilities under this
18 Judgment. (Amended 6/21/12)

19 (q) Public Policy Education. To perform public policy education activities in
20 furtherance of Watermaster's responsibilities under this Judgment. (Amended 6/21/12)

21 (r) Export Agreements. Watermaster may fix terms and conditions under which
22 parties and non-parties may store Supplemental Water in and export said stored
23 Supplemental Water from the Basin. (Amended 6/21/12)

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

meeting and noted in the draft of minutes thereof.

36. Reports. (Prior Judgment Section 28) Watermaster shall annually file with the Court and mail to the parties a report of all Watermaster activities during the preceding year, including an audited statement of all accounts and financial activities of Watermaster, summary reports of Diversions and Pumping, and all other pertinent information. To the extent practical, said report shall be mailed to all parties on or before November 1. The tables set forth in Exhibits C, D, E, K, L and M are listed for reference purposes only. Future updates to those exhibits shall be set forth in the Watermaster annual report. In lieu of mailing the annual report, Watermaster in its discretion may post the report on its website, mail or e-mail a notice of availability to the parties, and/or provide a hard copy of the report upon request. If a party does not have a valid e-mail address or internet access, that party shall identify an alternative method of service to be approved by Watermaster in its sole discretion. (Amended 6/21/12)

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

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

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

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

(d) De Novo Nature of Proceeding. Upon filing of such motion for hearing, the

1 Court shall notify the parties of a date for taking evidence and argument, and shall
2 review de novo the question at issue on the date designated. The Watermaster decision
3 or action shall have no evidentiary weight in such proceeding.

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

7 **F. PHYSICAL SOLUTION**

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

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

21 40. Watermaster Control. (Prior Judgment Section 32) In order to develop an
22 adequate and effective program of Basin management, it is essential that Watermaster have
23 broad discretion in the making of Basin management decisions within the ambit hereinafter set
24 forth. The maintenance, improvement, and control of the water quality and quantity of the
25 Basin, withdrawal and replenishment of supplies of the Basin and Relevant Watershed, and the
26 utilization of the water resources thereof, must be subject to procedures established by
27 Watermaster in implementation of the provisions of this Judgment. Both the quantity and
28 quality of said water resource are thereby preserved and its beneficial utilization maximized.

1 (Amended 1/29/91)

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

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

18 (c) Watermaster may act individually or participate with others to carry on
19 technical and other necessary investigations of all kinds and collect data necessary to
20 carry out the herein stated purposes. It may engage in contractual relations with the EPA
21 or other agencies in furtherance of the clean up of the Basin and enter into contracts with
22 agencies of the United States, the State of California, or any political subdivision,
23 municipality, or district thereof, to the extent allowed under the applicable federal or
24 state statutes. Any cooperative agreement between the Watermaster and EPA shall
25 require the approval of the appropriate Agency(s) of the State of California. (Amended
26 1/29/91)

27 (d) For the regulation and control of pumping activity in the Basin, Watermaster
28 shall adopt Rules and Regulations and programs to promote, manage and accomplish

1 clean up of the Basin and its waters, including, but not limited to, measures to confine,
2 move, and remove contaminants and pollutants. Such Rules and Regulations and
3 programs shall be adopted only after a duly Noticed Public Hearing by Watermaster and
4 shall be subject to Court review pursuant to Section 37 of the Amended Judgment herein.
5 (Amended 1/29/91)

6 (e) Watermaster shall determine whether funds from local, regional, state or
7 federal agencies are available for regulating pumping and the various costs associated
8 with, or arising from such activities. If no public funds are available from local,
9 regional, state, or federal agencies, the costs shall be obtained and paid by way of an In-
10 Lieu Assessment by Watermaster pursuant to Section 10(j) of the Amended Judgment
11 herein. Provided such In-Lieu Assessments become necessary, the costs shall be borne
12 by all Basin Producers. (Amended 1/29/91)

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

19 41. General Pattern of Contemplated Operations. (Prior Judgment Section 33) In
20 general outline (subject to the specific provisions hereafter and to Watermaster Operating
21 Criteria set forth in Exhibit "H"), Watermaster will determine annually the Operating Safe Yield
22 of the Basin and will notify each Pumper of his share thereof, stated in acre feet per Fiscal Year.
23 Thereafter, no party may Produce in any Fiscal Year an amount in excess of the sum of his
24 Diversion Right, if any, plus his Pumper's Share of such Operating Safe Yield, or his Integrated
25 Production Right, or the terms of any Cyclic Storage Agreement, without being subject to
26 Assessment for the purpose of purchasing Replacement Water. In establishing the Operating
27 Safe Yield, Watermaster shall follow all physical, economic, and other relevant parameters
28 provided in the Watermaster Operating Criteria. Watermaster shall have Assessment powers to

1 raise funds essential to implement the management plan in any of the several special
2 circumstances herein described in more detail.

3 42. Basin Operating Criteria. (Prior Judgment Section 34) Until further order of the
4 Court, Watermaster shall recharge Replacement Water in accordance with the Watermaster
5 Operating Criteria and, insofar as practicable, to maintain the water level at the Key Well above
6 Elevation two hundred (200). (Amended 6/21/12)

7 43. Determination of Operating Safe Yield. (Prior Judgment Section 35)
8 Watermaster shall annually determine the Operating Safe Yield applicable to the succeeding
9 Fiscal Year and estimate the same for the next succeeding four (4) Fiscal Years. In making such
10 determination, Watermaster shall be governed in the exercise of its discretion by the
11 Watermaster Operating Criteria. The procedures with reference to said determination shall be as
12 follows:

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

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

24 (c) Watermaster Determination and Review Thereof. Within thirty (30) days
25 after completion of said hearing, Watermaster shall mail to each Pumper and Integrated
26 Producer a final report and determination of said Operating Safe Yield for each such
27 Fiscal Year, together with a statement of the Producer's entitlement in each such Fiscal
28 Year stated in acre-feet. Any affected party, within thirty (30) days of mailing of notice

1 of said Watermaster determination, may, by a regularly noticed motion, petition the
2 Court for an Order to Show Cause for review of said Watermaster finding, and thereupon
3 the Court shall hear such objections and settle such dispute. Unless so ordered by the
4 Court, such petition shall not operate to stay the effect of said report and determination.
5 In the absence of such review proceedings, the Watermaster determination shall be final.

6 44. Reports of Pumping and Diversion. (Prior Judgment Section 36) Each party
7 shall file with the Watermaster quarterly, on or before the last day of January, April, July and
8 October, a report on a form to be prescribed by Watermaster showing the total Pumping and
9 Diversion (separately for Direct Use and for non-consumptive use, if any) of such party during
10 the preceding calendar quarter.

11 45. Assessments – Purpose. (Prior Judgment Section 37)

12 (a) Statement of Authority and Need for Flexibility: Watermaster shall have the
13 power to levy and collect Assessments from the parties (other than non-consumptive
14 users, or Production under Special Category Rights or Cyclic Storage Agreements) based
15 upon Production during the preceding Fiscal Year. Assessments on Minimal Producers
16 will apply only to (1) existing parties who become Minimal Producers in the future; and
17 (2) Minimal Producers who intervene after June 21, 2012. Because Supplemental Water
18 may not be available for extended periods of time, Watermaster requires flexibility with
19 respect to the procedures for purchasing Supplemental Water supplies, as and when those
20 supplies become available. This Judgment is a Physical Solution entered pursuant to
21 California Constitution Article X, Section 2, which recognizes that the timing and
22 amount of Watermaster Assessments for Replacement Water costs must be determined in
23 light of this uncertainty. This Judgment therefore grants Watermaster the flexibility and
24 discretion necessary to purchase and pre-purchase Supplemental Water and levy
25 assessments in an appropriate and equitable manner and amount to maximize the
26 opportunities to secure necessary Supplemental Waters in the best interest of the parties
27 and the long-term sustainability of the Basin. In accordance with Rules and Regulations
adopted by Watermaster, to further enhance flexibility, Watermaster may borrow money

1 from any available fund maintained by it for purposes other than Replacement Water
2 purchases, or use accrued funds, to purchase Supplemental Water. (Amended 6/21/12)

3 (b) Authorized Assessments: Said Assessments may be for one or more of the
4 following purposes:

5 (1) Watermaster Administration Costs. (Former Section 45(a)) Within
6 thirty (30) days after completion of the hearing on the Preliminary Determination
7 of the Operating Safe Yield of the Basin and Watermaster's determination
8 thereof, pursuant to Section 43 hereof, Watermaster shall adopt a proposed
9 budget for the succeeding Fiscal Year and shall mail a copy thereof to each party,
10 together with a statement of the level of Administration Assessment levied by
11 Watermaster which will be collected for purposes of raising funds for said
12 budget. Said Assessment shall be uniformly applicable to each acre-foot of
13 Production. (Amended 6/21/12)

14 (2) Replacement Water Costs. (Former Section 45(b)) Replacement
15 Water Assessments shall be collected from each party on account of such party's
16 Production in excess of its Diversion Rights, Pumper's Share or Integrated
17 Production Right, and on account of the consumptive use portion of Overlying
18 Rights, computed at the applicable rate established by Watermaster consistent
19 with the Watermaster Operating Criteria, and other relevant factors, including the
20 projected cost and availability of Supplemental Water supplies. Subject to Rules
21 and Regulations adopted by Watermaster, Watermaster Replacement Water
22 Assessment rates may be in an amount calculated to allow Watermaster to
23 purchase more than one acre-foot of Supplemental Water for each acre-foot of
24 excess Production to which such Assessment applies, when such purchases are
25 necessary to secure Supplemental Water supplies for the benefit of the Basin and
26 parties. (Amended 6/21/12)

27 (3) Make-Up Obligation. (Former Section 45(c)) An Assessment shall
28 be collected equally on account of each acre-foot of Production, which does not

1 bear a Replacement Assessment hereunder, to pay all necessary costs of
2 Administration and satisfaction of the Make-Up Obligation. Such Assessment
3 shall not be applicable to water Production for an Overlying Right.

4 (4) In-Lieu Water Cost. (Former Section 45(d)) Watermaster may levy
5 an Assessment against all Pumping to pay reimbursement for In-Lieu Water
6 Costs except that such Assessment shall not be applicable to the non-consumptive
7 use portion of an Overlying Right.

8 (5) Basin Water Quality Improvement. (Former Section 45(e)) For
9 purposes of testing, protecting or improving the water quality in the Basin,
10 Watermaster may, after a noticed hearing thereon, fix terms and conditions under
11 which it may waive all or any part of its Assessments on such ground water
12 Production and if such Production, in addition to his other Production, does not
13 exceed such Producer's Share or entitlement for that Fiscal Year, such stated
14 Production shall be allowed to be carried over for a part of such Producer's next
15 Fiscal Year's Producer's Share or entitlement. In connection therewith,
16 Watermaster may also waive the provisions of Section 25, 26 and 57 hereof,
17 relating to Injunction Against Unauthorized Recharge, Injunction Against
18 Transportation From Basin or Relevant Watershed, and Intervention After
19 Judgment, respectively. Nothing in this Judgment is intended to allow an
20 increase in any Producer's annual entitlement nor to prevent Watermaster, after
21 hearing thereon, from entering into contracts to encourage, assist and accomplish
22 the clean up and improvement of degraded water quality in the Basin by non-
23 parties herein. Such contracts may include the exemption of the Production of
24 such Basin water therefor from Watermaster Assessments and, in connection
25 therewith, the waiver of the provisions of Judgment Sections 25, 26, and 57
26 hereof.

27 (6) Export and Storage. Watermaster shall levy an assessment to account
for costs, burdens or losses incurred in connection with such exported or stored

1 water, including a fee for storage administration. Such storage or export shall be
2 subject to (1) a determination by Watermaster that no material injury to the Basin
3 or parties will result therefrom; (2) execution of an agreement with Watermaster
4 setting forth the terms and conditions upon which water may be stored in or
5 exported from the Basin; and (3) compliance with Watermaster Rules and
6 Regulations respecting Basin storage and export. (Amended 6/21/12)

7 (7) Water Resource Development Assessment. Watermaster may levy an
8 Assessment on all Pumping, as determined through Rules and Regulations to be
9 adopted by the Watermaster, to support the purchase, financing, and/or
10 development of new or additional Supplemental Water sources, in cooperation
11 with one or more Responsible Agencies as appropriate. (Amended 6/21/12)

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

14 (a) Levy and Notice of Assessment. Within thirty (30) days of Watermaster's
15 annual determination of Operating Safe Yield of the Basin for each Fiscal Year and
16 succeeding four (4) Fiscal Years, and at such other time[s] of the year as determined by
17 Watermaster, Watermaster shall levy applicable Administration Assessments,
18 Replacement Water Assessments, Make-Up Water Assessments, In-Lieu Water
19 Assessments, and Water Resource Development Assessments, if any. Watermaster shall
20 give written notice of all applicable Assessments to each party on or before August 15,
21 of each year, and at such other time[s] as determined by Watermaster. To provide
22 flexibility and maximize the opportunity to secure Replacement Water supplies when
23 available, in accordance with criteria set forth in the Watermaster Rules and Regulations,
24 Watermaster may levy supplemental assessments as necessary to create sufficient funds
25 to purchase and pre-purchase such Replacement Water supplies for the benefit of the
26 Basin and parties. (Amended 6/21/12)

27 (b) Payment. Each Assessment shall be payable, and each party is Ordered to
pay the same, on or before September 20, following such Assessment, subject to the

rights reserved in Section 37 hereof.

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

47. Availability of Supplemental Water from Responsible Agencies. (Prior Judgment Section 39) If any Responsible Agency shall, for any reason, be unable to deliver Supplemental Water to Watermaster in a timely fashion when needed, Watermaster may (1) collect funds at an appropriate level and hold them in trust, together with interest accrued thereon, for purchase of such water when available; (2) purchase water from the remaining Responsible Agencies which are the most beneficial and appropriate sources observing all legal and contractual constraints on the availability of such water; or (3) purchase Supplemental Water from any other available source. Watermaster shall consult with the Responsible Agencies involved and in good faith shall determine the appropriate source of Supplemental Water under such circumstances. Should Watermaster arrange to purchase Supplemental Water from a source not involving a Responsible Agency, Watermaster shall provide the Responsible Agencies an opportunity to provide said Supplemental Water or comparable water supplies on comparable terms. (Amended 6/21/12)

48. Accumulation of Replacement Water Assessment Proceeds. (Prior Judgment Section 40) In order to minimize fluctuation in Assessments and to give Watermaster flexibility in Basin management, Watermaster may make reasonable accumulations of Replacement Water

1 Assessments. Such moneys and any interest accrued thereon shall only be used for the purchase
2 of Replacement Water.

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

9 50. Minimal Producers. (Prior Judgment Section 42) In the interest of Justice,
10 Minimal Producers who initiated production on or before June 21, 2012, are exempted from the
11 operation of this Physical Solution, so long as such party's annual Production does not exceed
12 five (5) acre-feet. Watermaster may require, and Minimal Producers shall furnish, specific
13 periodic reports. In addition, Watermaster may conduct such investigation of future operations
14 of any Minimal Producer as may be appropriate. As of June 21, 2012, there shall be no new
15 Minimal Producers, and any new Producer shall be subject to all provisions of the Judgment.
16 (Amended 6/21/12)

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

21 **G. MISCELLANEOUS PROVISIONS**

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

1 53. Deleted Section (Amended 6/21/12)

2 54. Service Upon and Delivery to Parties of Various Papers. (Prior Judgment Section

3 46) Service of the Judgment on those parties who have executed the Stipulation for Judgment
4 shall be made by first class mail, postage prepaid, addressed to the Designee and at the address
5 designated for that purpose in the executed and filed counterpart of the Stipulation for Judgment,
6 or in any substitute designation filed with the Court.

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

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

16 Delivery to or service upon any party by Watermaster, by any other party, or by the
17 Court, of any item required to be served upon or delivered to a party under or pursuant to the
18 Judgment may be made by deposit thereof (or by copy thereof) in the mail, first class, postage
19 prepaid, addressed to the Designee of the party and at the address shown in the latest designation
20 filed by that party. In lieu of mailing any item required to be served under this Judgment,
21 Watermaster may serve such item by electronic service, which may include posting the
22 document to Watermaster's website, sending an e-mail of the document to that party, or sending
23 a notice of availability to that party indicating the document's availability for viewing on the
24 Watermaster website. If a party does not have a valid e-mail address or internet access, that
25 party shall identify an alternative method of service to be approved by Watermaster in its sole
26 discretion.

27 Any party desiring to be relieved of receiving notices of Watermaster activity may file a
waiver of notice on a form to be provided by Watermaster. Thereafter such party shall be

1 removed from the active party service list and not receive any notices required under this
2 Judgment. The parties have a duty to keep Watermaster informed of their current e-mail and
3 mailing addresses. If mail or e-mail is returned undeliverable to Watermaster for an incorrect
4 address, Watermaster in its sole discretion may remove that party from the active party service
5 list. (Amended 6/21/12)

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

12 (1) a Transporting Party, or

13 (2) a successor in interest immediate or mediate to a water system on lands or
14 portion thereof, theretofore served by such a Transporting Party, for use by such
15 successor in accordance with limitations applicable to Transporting Parties, or

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

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

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

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

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

3 In either case, such abandonment shall be confirmed by express subsequent order of this

1 Court.

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

12 58. Judgment Binding on Successors, etc. (Prior Judgment Section 50) Subject to
13 specific provisions hereinbefore contained, this Judgment and all provisions thereof are
14 applicable to and binding upon and inure to the benefit of not only the parties to this action, but
15 as well to their respective heirs, executors, administrators, successors, assigns, lessees, licensees
16 and to the agents, employees and attorneys in fact of any such persons.

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

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

22 61. Entry of Judgment. (New) The Clerk shall enter this Judgment.
23

24 DATED: June 21, 2012

25 s/ Maureen Duffy-Lewis
26 Maureen Duffy-Lewis, Judge
27 Specially Assigned

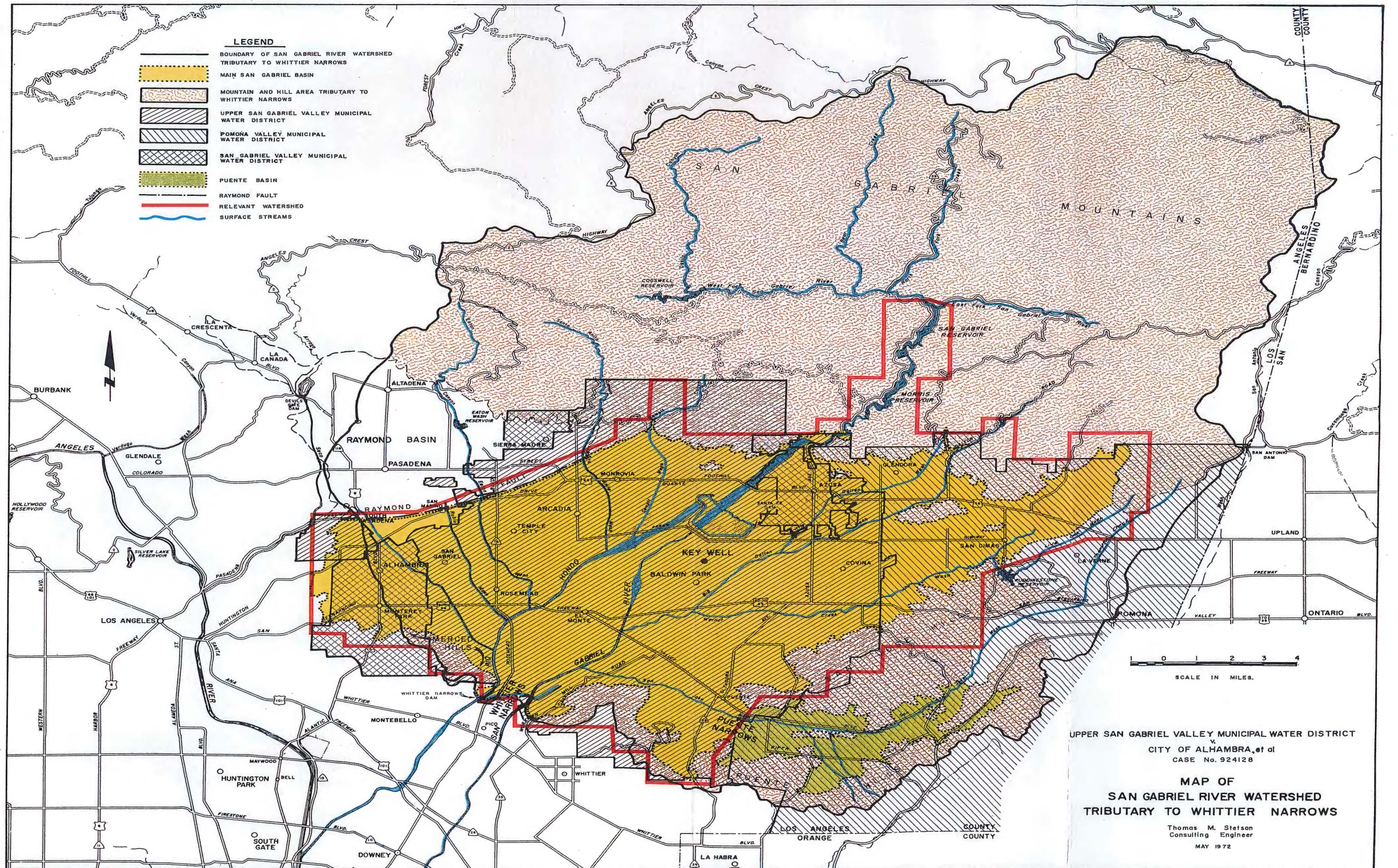


EXHIBIT "B"

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;

EXHIBIT "C"

TABLE SHOWING BASE ANNUAL DIVERSION RIGHTS OF CERTAIN DIVERTERS AS OF JUNE 21, 2012

DIVERTER	BASE ANNUAL DIVERSION RIGHT (ACRE-FEET)
Covell, Ralph	2.12
(Successor to Rittenhouse, Catherine and Rittenhouse, James) ¹	
(Transferred to Aqua Capital Management LP) ²	<u>-2.12</u>
	<u>0.00</u>
Maddock, A. G.	3.40
(Transferred to San Gabriel Valley Water Company) ²	<u>-3.40</u>
	<u>0.00</u>
Rittenhouse, Catherine	0.00
(Transferred to Covell, Ralph) ¹	
Rittenhouse, James	0.00
(Transferred to Covell, Ralph) ¹	
Ruebhausen, Arline	18.34
(Held in common with Ruebhausen, Victor)	
(Transferred to City of Glendora) ²	<u>-18.34</u>
	<u>0.00</u>
Ruebhausen, Victor	--
(See Ruebhausen, Arline)	
TOTAL	<u>0.00</u>

1/ Permanent transfer of rights as recorded at entry of Judgment.

2/ Permanent transfer of rights after entry of Judgment.

3/ Intervenor after Judgment.

EXHIBIT "D"

**TABLE SHOWING RIGHTS
AND PUMPER'S SHARE OF EACH PUMPER
AS OF JUNE 21, 2012**

PUMPER	PRESCRIPTIVE PUMPING ACRE-FEET	PUMPER'S SHARE %
6W Farms, Inc.	1,217.40	0.61599
(Formerly Woodland Farms, Inc.)		
(Transferred to:		
Miller Brewing Company	-919.50	-0.46526
Richard J. Woodland) ²	<u>-297.90</u>	<u>-0.15073</u>
	0.00	0.00000
Adams Ranch Mutual Water Company	100.00	0.05060
A & E Plastik Pak Co., Inc.	0.00	0.00000
(Transferred to Industry Properties, Ltd.) ¹		
Alhambra, City of	8,812.05	4.45876
Amarillo Mutual Water Company	709.00	0.35874
American Sheds, Inc. ³		
(Successor to Southwestern Portland Cement Company) ²	742.00	0.37544
(Transferred to USA Waste of California, Inc.) ²	<u>-742.00</u>	<u>-0.37544</u>
	0.00	0.00000
Anchor Plating Co., Inc. ³		
(Successor to Bodger & Sons, DBA Bodger Seeds Ltd.) ²	10.00	0.00506
(Transferred to Crown City Plating Co.) ²	<u>-10.00</u>	<u>-0.00506</u>
	0.00	0.00000
Anderson Family Marital Trust ³		
(Successor to Anderson, Ray L. and Helen T.) ²	50.16	0.02538
(Transferred to:		
Brondino, Jeanne	-25.08	-0.01269
Heinrich, Carolyn) ²	<u>-25.08</u>	<u>-0.01269</u>
	0.00	0.00000

PUMPER	PRESCRIPTIVE PUMPING ACRE-FEET	PUMPER'S SHARE %
Anderson, Ray³ (Successor to Covina Valley Unified School District) ² (Transferred to Anderson, Ray L. and Helen T.) ²	50.16 <u>-50.16</u> 0.00	0.02538 <u>-0.02538</u> 0.00000
Anderson, Ray L. and Helen T.³ (Successor to Anderson, Ray) ² (Transferred to Anderson Family Marital Trust) ²	50.16 <u>-50.16</u> 0.00	0.02538 <u>-0.02538</u> 0.00000
Andrade, Macario and Consuelo; and Andrade, Robert and Jayne³ (Successor to J. F. Isbell Estate, Inc.) ² (Transferred to Susan Andrade) ²	8.36 <u>-8.36</u> 0.00	0.00423 <u>-0.00423</u> 0.00000
Andrade, Susan³ (Successor to Andrade, Macario and Consuelo; and Andrade, Robert and Jayne) ²	<u>8.36</u> 8.36	<u>0.00423</u> 0.00423
Arcadia, City of (Successor to First National Finance Corporation) ² (Transferred to City of Monrovia) ²	9,252.00 60.90 <u>-951.00</u> 8,361.90	4.68137 0.03081 <u>-0.48119</u> 4.23099
Associated Southern Investment Company (Transferred to Southern California Edison Company) ²	16.50 <u>-16.50</u> 0.00	0.00335 <u>-0.00335</u> 0.00000
AZ-Two, Inc.³ (See Southdown, Inc.)	--	--
Azusa Associates, LLC³ (Successor to Snyder, Esther) ² (Transferred to Aqua Capital Management LP) ²	18.51 <u>-18.51</u> 0.00	0.00937 <u>-0.00937</u> 0.00000
Azusa-Western Inc. (Transferred to Southwestern Portland Cement Co.) ²	742.00 <u>-742.00</u> 0.00	0.37544 <u>-0.37544</u> 0.00000
Bahnsen & Beckman Ind., Inc. (Transferred to Woodland, Richard) ²	840.50 <u>-840.50</u> 0.00	0.42528 <u>-0.42528</u> 0.00000

PUMPER	PRESCRIPTIVE PUMPING ACRE-FEET	PUMPER'S SHARE %
Bahnsen, Betty M. (Transferred to Dawes, Mary Kay) ²	441.90 <u>-441.90</u> 0.00	0.22359 <u>-0.22359</u> 0.00000
Baldwin Park County Water District (See Valley County Water District)	--	--
Bandel Family Trust ³ (Successor to Garnier, Camille A, Deceased, Estate of) ²	16.70 <u>16.70</u>	0.00845 <u>0.00845</u>
Banks, Gale C. and Vicki Lynn ³ (Successor to Doyle, Mr. and Mrs.; and Madruga, Mr. and Mrs.) ²	50.00 <u>50.00</u>	0.02530 <u>0.02530</u>
Base Line Water Company (Transferred to Hughes Development Corporation) ²	430.20 <u>-430.20</u> 0.00	0.21767 <u>-0.21767</u> 0.00000
Beverly Acres Mutual Water Company (See Beverly Acres Mutual Water Users Association)	--	--
Beverly Acres Mutual Water Users Association (Formerly Beverly Acres Mutual Water Company) (Transferred to: San Gabriel Valley Water Company; Nicholson Trust) ²	93.00 -50.00 <u>-43.00</u> 0.00	0.04706 -0.02530 <u>-0.02176</u> 0.00000
Birenbaum, Max (Held in common with Birenbaum, Sylvia; Schneiderman, Alan; Schneiderman, Lydia; Wigodsky, Bernard; Wigodsky, Estera) (Transferred to City of Whittier) ²	6.00 -6.00 <u>0.00</u>	0.00304 -0.00304 <u>0.00000</u>
Birenbaum, Sylvia (See Birenbaum, Max)	--	--
Blue Diamond Concrete Materials Div., The Flintkote Company (Transferred to Sully-Miller Contracting Co.) ²	1,399.33 <u>-1,399.33</u> 0.00	0.70804 <u>-0.70804</u> 0.00000

PUMPER	PRESCRIPTIVE PUMPING ACRE-FEET	PUMPER'S SHARE %
Bodger & Sons DBA Bodger Seeds Ltd. (Transferred to Anchor Plating Co., Inc.) ²	10.00 <u>-10.00</u> 0.00	0.00506 <u>-0.00506</u> 0.00000
Botello Water Company	0.00	0.00000
Brezina, Raymond W. and Susan W. Trust 2001³	0.00	0.00000
Brondino, Jeanne³ (Successor to Anderson Family Marital Trust) ²	<u>25.08</u> 25.08	<u>0.01269</u> 0.01269
Burbank Development Company (Transferred to Wright, Darrell A., Wright, Merle M. & Carlson, Jeanne W.) ²	50.85 <u>-50.85</u> 0.00	0.02563 <u>-0.02563</u> 0.00000
Cadway, Inc.³ (Successor to: Corcoran, Jack S. and R. L. Corcoran, Jack S. and R. L. Corcoran, Jack S. and R. L. Corcoran, Jack S. and R. L. Garnier, Janus Sloan Ranches Corcoran, Jack S. and R.L.) ² (Transferred to: California Domestic Water Company California Domestic Water Company California Domestic Water Company) ²	100.00 100.00 273.50 30.00 203.00 129.60 243.50 -243.50 -129.60 <u>-63.30</u> 643.20	0.05060 0.05060 0.13839 0.01518 0.10272 0.06558 0.12320 -0.12321 -0.06558 <u>-0.03203</u> 0.32545
Cal Fin (Transferred to Suburban Water Systems) ²	118.10 <u>-118.10</u> 0.00	0.05976 <u>-0.05976</u> 0.00000
California-American Water Company (San Marino System)	7,868.70	3.98144
California Country Club³ (Formerly CCC Management)	0.00	0.00000

PUMPER	PRESCRIPTIVE PUMPING ACRE-FEET	PUMPER'S SHARE %
California Domestic Water Company	11,024.82	5.57839
(Successor to:		
Cantrill Mutual Water Company ¹	42.50	0.02150
Industry Properties, Ltd. ²	73.50	0.03719
Modern Accent Corporation ²	256.86	0.12997
Fisher, Russell ²	19.00	0.00961
Graveline, George Wayne and Alexis June, Trust ²	216.60	0.10959
Cadway, Inc. ²	243.50	0.12321
Cadway, Inc. ²	129.60	0.06558
Cadway, Inc. ²)	<u>63.30</u>	<u>0.03203</u>
	12,069.68	6.10707
California Materials Company	0.00	0.00000
CalMat	--	--
(Formerly Conrock Company)		
(See Vulcan Materials Company)		
Cantrill Mutual Water Company	0.00	0.00000
(Transferred to California Domestic Water Company) ¹		
Canyon Water Company³		
(Successor to McIntyre, William) ²	<u>1.00</u>	<u>0.00051</u>
	1.00	0.00051
Canyon Water & Development Corporation³	0.00	0.00000
CCC Management³	--	--
(See California Country Club)		
Cedar Avenue Mutual Water Company	121.10	0.06127
(Transferred to San Gabriel Valley Water Company) ²	<u>-121.10</u>	<u>-0.06127</u>
	0.00	0.00000
CEMEX California Aggregates, Inc.³	--	--
(Formerly Southdown)		
Champion Mutual Water Company	147.68	0.07472
Chevron U.S.A.	2.00	0.00101
(Formerly Standard Oil of California)		
Chronis, Christine³	--	--
(See Polopolus, et al.)		

PUMPER	PRESCRIPTIVE PUMPING ACRE-FEET	PUMPER'S SHARE %
Clayton Manufacturing Company (Transferred to City of Glendora) ²	511.80 <u>-511.80</u> 0.00	0.25896 <u>-0.25896</u> 0.00000
Coiner, James W., dba Coiner Nursery ³	--	--
Collison, E. O.	0.00	0.00000
Comby, Erma M. (See Wilmott, Erma M.)	--	--
Conrock Company (See CalMat) (Formerly Consolidated Rock Products Co.)	--	--
Consolidated Rock Products Co. (See Conrock Company)	--	--
Corcoran, Jack S. (Held in common with Corcoran, R. L.) (Transferred to: Cadway, Inc. Cadway, Inc. Cadway, Inc. Cadway, Inc. Cadway, Inc.) ²	747.00 -100.00 -100.00 -273.50 -30.00 <u>-243.50</u> 0.00	0.37797 -0.05060 -0.05060 -0.13839 -0.01518 <u>-0.12320</u> 0.00000
Corcoran, R. L. (See Corcoran, Jack S.)	--	--
County Sanitation District No. 18 of Los Angeles County	4.50	0.00228

PUMPER	PRESCRIPTIVE PUMPING ACRE-FEET	PUMPER'S SHARE %
Covell, et al.	111.05	0.05619
(Successor to Rittenhouse, Catherine and Rittenhouse, James) ¹		
(Held in common with Tate, Phillip G. and Sieglinde A.; Goedert, Lillian E.; Goedert, Marion W.; Lakin, Kendall R.; Lakin, Kelly R.; Snyder, Harry; Snyder, Esther)		
(Transferred to:		
Lakin, Kelly R.	-9.26	-0.00468
Goedert, Lillian E.	-9.26	-0.00468
Tate, Phillip G. and Sieglinde A.	-57.83	-0.02926
Snyder, Esther	-18.51	-0.00937
Aqua Capital Management LP) ²	<u>-16.19</u>	<u>-0.00820</u>
	0.00	0.00000
Covina, City of	2,507.89	1.26895
(Transferred to:		
Covina Irrigating Company	-1,734.00	-0.87737
Covina Irrigating Company) ²	<u>-300.00</u>	<u>-0.15179</u>
	473.89	0.23979
Covina-Valley Unified School District	50.16	0.02538
(Transferred to Anderson, Ray) ²	<u>-50.16</u>	<u>-0.02538</u>
	0.00	0.00000
Crevolin, A. J.	2.25	0.00114
Crocker National Bank, Executor of the Estate of A. V. Handorf	0.00	0.00000
(Transferred to Modern Accent Corp.) ¹		
Cross Water Company	1,103.00	0.05581
(Transferred to Industry Waterworks System, City of) ²	<u>-1,103.00</u>	<u>-0.05581</u>
	0.00	0.00000
Crown City Plating Company	190.00	0.09614
(Successor to Anchor Plating Co., Inc.) ²	10.00	0.00506
(Transferred to Valencia Heights Water Company) ²	<u>-200.00</u>	<u>-0.10120</u>
	0.00	0.00000
Davidson Optronics, Inc.	22.00	0.01113
(Transferred to Covina Irrigating Company) ²	<u>-22.00</u>	<u>-0.01113</u>
	0.00	0.00000

PUMPER	PRESCRIPTIVE PUMPING ACRE-FEET	PUMPER'S SHARE %
Dawes, Mary Kay ³ (Successor to Bahnsen, Betty M.) ²	441.90	0.22359
Del Rio Mutual Water Company	199.00	0.10069
Denton, Kathryn W., Trustee for San Jose Ranch Company	185.50	0.09386
(Transferred to White, June G., Trustee of the June G. White share of the Garnier Trust) ²	<u>-185.50</u> 0.00	<u>-0.09386</u> 0.00000
Doyle, Mr. and Mrs.; and Madruga, Mr. and Mrs. ³ (Successor to Sawpit Farms, Limited) ² (Transferred to Banks, Gale C. and Vicki Lynn) ²	50.00 <u>-50.00</u> 0.00	0.02530 <u>-0.02530</u> 0.00000
Driftwood Dairy	163.80	0.08288
Duhalde, L. (Transferred to El Monte Union High School District) ¹	0.00	0.00000
Dunning, George (Held in common with Dunning, Vera H.) (Successor to Vera H. Dunning) ² (Transferred to Dunning Trust, George A. V.) ²	324.00 <u>-324.00</u> 0.00	0.16394 <u>-0.16394</u> 0.00000
Dunning Trust, George A. V. ³ (Successor to Dunning, George) ² (Transferred to Loyola Marymount University) ²	324.00 <u>-324.00</u> 0.00	0.16394 <u>-0.16394</u> 0.00000
Dunning, Vera H. (See Dunning, George) (Transferred to Dunning, George) ²	324.00 <u>-324.00</u> 0.00	0.16394 <u>-0.16394</u> 0.00000
Durfee Property, LLC ³ (Successor to Texaco, Inc.) ² (Transferred to San Gabriel Valley Water Company) ²	50.00 <u>-50.00</u> 0.00	0.02530 <u>-0.02530</u> 0.00000
East Pasadena Water Company, Ltd.	1,407.69	0.71227

PUMPER	PRESCRIPTIVE PUMPING ACRE-FEET	PUMPER'S SHARE %
Eckis, Rollin³		
(Successor to Sawpit Farms, Limited) ²	123.00	0.06224
(Transferred to City of Monrovia) ²	<u>-123.00</u>	<u>-0.06224</u>
	0.00	0.00000
El Encanto Properties	33.40	0.01690
(Transferred to La Puente Valley County Water District) ²	<u>-33.40</u>	<u>-0.01690</u>
	0.00	0.00000
El Monte, City of	2,784.23	1.40878
(Successor to W. E. Hall Company) ²	<u>0.20</u>	<u>0.00010</u>
	2,784.43	1.40888
El Monte Cemetery Association	18.50	0.00936
El Monte Union High School District	9.80	0.00496
(Successor to Duhalde, L.) ¹	6.40	0.00324
(Transferred to City of Whittier) ²	<u>-16.20</u>	<u>-0.00820</u>
	0.00	0.00000
Everett, Mrs. Alda B.	0.00	0.00000
(Held in common with Everett, W.B., Executor of the Estate of I. Worth Everett)		
Everett, W.B., Executor of the Estate of I. Worth Everett	--	--
(See Everett, Mrs. Alda B.)		
Faix, Incorporated	0.00	0.00000
(Successor to Frank F. Pellissier & Sons, Inc.) ¹		
(Transferred to Faix, Ltd.) ¹		
Faix, Ltd.	6,490.00	3.28384
(Successor to Faix, Incorporated) ¹		
(Transferred to Pellissier Irrevocable QTIP Trust, et al, Laurence R., Co-tenancy of) ²	<u>-6,490.00</u>	<u>-3.28384</u>
	0.00	0.00000
First National Finance Corporation	60.90	0.03081
(Transferred to City of Arcadia) ²	<u>-60.90</u>	<u>-0.03081</u>
	0.00	0.00000
Fisher, Russell	19.00	0.00961
(Held in common with Hauch, Edward and Warren, Clyde)		
(Transferred to California Domestic Water Company) ²	<u>-19.00</u>	<u>-0.00961</u>
	0.00	0.00000

PUMPER	PRESCRIPTIVE PUMPING ACRE-FEET	PUMPER'S SHARE %
Fox Family Trust Michael Edward Fox and Crystal Marie Fox, Trustees³ (Successor to Maggiore, Valarie; Fox, Crystal; and Kirklen, Jeffery) ²	145.83	0.07378
Frank F. Pellissier & Sons, Inc. (Transferred to Faix, Incorporated) ¹	0.00	0.00000
Fruit Street Water Company (Transferred to: Gifford, Brooks, Jr., City of La Verne) ²	207.00 -101.29 <u>-105.71</u> 0.00	0.10474 -0.05125 <u>-0.05349</u> 0.00000
Garnier, Anton C. and Anita, Family Trust³ (Successor to: South Covina Water Service Garnier, Camille A., Deceased, Estate of Garnier, Janus) ²	203.00 8.30 <u>3.00</u> 214.30	0.10271 0.00420 <u>0.00152</u> 0.10843
Garnier, Camille A., Deceased, Estate of³ (Successor to South Covina Water Service) ² (Transferred to: The Ruth Elaine Ailor Garnier Trust The George Wayne and Alexis June Graveline Trust The Anton C. and Anita Garnier Family Trust Janus Garnier The Bandel Family Trust) ²	83.30 -41.70 -8.30 -8.30 -8.30 <u>-16.70</u> 0.00	0.04215 -0.02110 -0.00420 -0.00420 -0.00420 <u>-0.00845</u> 0.00000
Garnier, Janus³ (Successor to : Garnier, Camille A. Deceased, Estate of South Covina Water Service) ² (Transferred to: George Wayne and Alexis June Graveline Trust The Anton C. and Anita Garnier Family Trust Cadway, Inc.) ²	8.30 203.00 -5.30 -3.00 <u>-203.00</u> 0.00	0.00420 0.10272 -0.00268 -0.00152 <u>-0.10272</u> 0.00000
Garnier, Ruth Elaine Ailor, Trust³ (Successor to Garnier, Camille A. Deceased, Estate of) ²	<u>41.70</u> 41.70	<u>0.02110</u> 0.02110

PUMPER	PRESCRIPTIVE PUMPING ACRE-FEET	PUMPER'S SHARE %
Gates, James Richard³	0.00	0.00000
Gifford, Brooks, Jr.³ (Successor to: Fruit Street Water Company, Mission Gardens Mutual Water Company) ² (Transferred to City of Whittier) ²	101.29 96.96 <u>-198.25</u> 0.00	0.05125 0.04906 <u>-0.10031</u> 0.00000
Gilkerson, Frank B. (Formerly part of Covell, et al.) (Transferred interest in Covell, et al. to Jobe, Darr) ²	--	--
Glendora Unified High School District (Transferred to City of Glendora) ²	99.00 <u>-99.00</u> 0.00	0.05009 <u>-0.05009</u> 0.00000
Goedert, Lillian E. (See Covell, et al.) (Successor to Covell, et al.) ² (Transferred to Covina Irrigating Co.) ²	9.26 <u>-7.00</u> 2.26	0.00468 <u>-0.00354</u> 0.00114
Goedert, Marion W. (See Covell, et al.)	--	--
Golden State Water Company, San Gabriel Valley District (Formerly Southern California Water Company)	5,773.00	2.92105
Graham, William (Formerly part of Covell, et al.) (Transferred interest in Covell et al. to Jobe, Darr) ²	--	--
Graveline, George Wayne and Alexis June, Trust³ (Successor to: South Covina Water Service Garnier, Camille A., Deceased, Estate of Garnier, Janus) ² (Transferred to California Domestic Water Company) ²	203.00 8.30 5.30 <u>-216.60</u> 0.00	0.10271 0.00420 0.00268 <u>-0.10959</u> 0.00000
Green, Walter	71.70	0.03628

PUMPER	PRESCRIPTIVE PUMPING ACRE-FEET	PUMPER'S SHARE %
Grizzle, Lissa B. (Held in common with Grizzle, Mervin A.; Wilson, Harold R.; Wilson, Sarah C.) (Transferred to City of Whittier) ²	184.00 <u>-184.00</u> 0.00	0.09310 <u>-0.09310</u> 0.00000
Grizzle, Mervin A. (See Grizzle, Lissa B.)	--	--
Hansen, Alice	0.75	0.00038
Hanson Aggregates West, Inc. ³ (Successor to: Livingston-Graham, Inc. Sully-Miller Contracting Company) ²	1,824.40 <u>489.77</u> 2,314.17	0.92312 <u>0.24782</u> 1.17094
Hartley, David ³	0.00	0.00000
Hauch, Edward (See Fisher, Russell)	--	--
Heinrich, Carolyn ³ (Successor to Anderson Family Marital Trust) ²	<u>25.08</u> 25.08	<u>0.01269</u> 0.01269
Hemlock Mutual Water Company	166.00	0.08399
Hollenbeck Street Water Company (Transferred to Suburban Water Systems) ¹	0.00	0.00000
Hughes Development Corporation ³ (Successor to Base Line Water Company) ² (Transferred to: San Gabriel County Water District San Gabriel County Water District) ²	430.20 -400.00 <u>-30.20</u> 0.00	0.21767 -0.20239 <u>-0.01528</u> 0.00000
Hunter, Lloyd F. ³ (Successor to Wade, R.) ² (Transferred to Covina Irrigating Company) ²	4.40 <u>-4.40</u> 0.00	0.00223 <u>-0.00223</u> 0.00000
Hydro-Conduit Corporation	0.00	0.00000

PUMPER	PRESCRIPTIVE PUMPING ACRE-FEET	PUMPER'S SHARE %
Industry Waterworks System, City of³ (Successor to Cross Water Company) ²	<u>1,103.00</u> 1,103.00	<u>0.55810</u> 0.55810
Industry Properties, Ltd. (Successor to A & E Plastik Pak Co., Inc.) ¹ (Transferred to California Domestic Water Co.) ²	73.50 <u>-73.50</u> 0.00	0.03719 <u>-0.03719</u> 0.00000
Irwindale, City of³ (Successor to United Concrete Pipe Corporation) ²	<u>376.00</u> 376.00	<u>0.19025</u> 0.19025
J. F. Isbell Estate, Inc. (Transferred to Andrade, Macario and Consuelo; and Andrade, Robert and Jayne) ²	8.36 <u>-8.36</u> 0.00	0.00423 <u>-0.00423</u> 0.00000
Jerris, Helen³ (See Polopolus, et al.)	--	--
Jobe, Darr³ (Formerly part of Covell, et al.) (Successor to: Gilkerson, Frank B. interest in Covell et al. Graham, William interest in Covell et al.) ² (Transferred interest in Covell et al. to Tate, Phillip G. and Sieglinde A.) ²	--	--
Kirklen Family Trust³ (Formerly Kirklen, Dawn L.) (Held in common with Kirklen, William R.) (Successor to San Dimas-La Verne Recreational Facilities Authority) ² (Transferred to Maggiore, Valarie; Fox, Crystal; and Kirklen, Jeffery) ²	375.00 62.50 <u>-437.50</u> 0.00	0.18974 0.03162 <u>-0.22136</u> 0.00000
Kirklen, Dawn L. (See Kirklen Family Trust)	--	--
Kirklen, Jeffery³ (Successor to Maggiore, Valarie; Fox, Crystal; and Kirklen, Jeffery) ²	145.84	0.07379
Kirklen, William R. (See Kirklen, Dawn L.)	--	--

PUMPER	PRESCRIPTIVE PUMPING ACRE-FEET	PUMPER'S SHARE %
Kiyan Farms	30.00	0.01518
(Formerly Kiyan, Hideo)		
(Transferred to West Covina Venture, Ltd.) ²	<u>-30.00</u>	<u>-0.01518</u>
	0.00	0.00000
Kiyan, Hideo	--	--
(See Kiyan Farms)		
(Held in common with Kiyan, Hiro)		
Kiyan, Hiro	--	--
(See Kiyan, Hideo)		
Knight, Kathryn M.³		
(Successor to Knight, William) ²	227.88	0.11530
(Transferred to Knight, William) ²	<u>-227.88</u>	<u>-0.11530</u>
	0.00	0.00000
Knight, William	227.88	0.11530
(Transferred to Knight, Kathryn M.) ²	<u>-227.88</u>	<u>-0.11530</u>
(Successor to Knight, Kathryn M.) ²	<u>227.88</u>	<u>0.11530</u>
	227.88	0.11530
Lakin, Kelly R.³		
(See Covell, et al.)		
(Successor to Covell, et al.) ²	9.26	0.00468
(Transferred to:		
Covina Irrigating Co.	-6.03	-0.00305
Covina Irrigating Co.) ²	<u>-3.23</u>	<u>-0.00163</u>
	0.00	0.00000
Lakin, Kendall R.³	--	--
(See Covell, et al.)		
Landeros, John	0.75	0.00038
La Grande Source Water Company	0.00	0.00000
(Transferred to Suburban Water Systems) ¹		
Lang, Frank	0.00	0.00000
(Transferred to San Dimas-La Verne Recreational Facilities Authority) ¹		
La Puente Cooperative Water Co.	0.00	0.00000
(Transferred to Suburban Water Systems) ¹		

PUMPER	PRESCRIPTIVE PUMPING ACRE-FEET	PUMPER'S SHARE %
La Puente Valley County Water District (Successor to El Encanto Properties) ²	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.) ² (Transferred to Covina Irrigating Co.) ²	250.00 105.71 <u>-355.71</u> 0.00	0.12650 0.05349 <u>-0.17999</u> 0.00000
Lee, Paul M. and Ruth A.; Nasmyth, Virginia; Nasmyth, John ³	0.00	0.00000
Little John Dairy	0.00	0.00000
Livingston-Graham, Inc. (Transferred to Hanson Aggregates West, Inc.) ²	1,824.40 <u>-1,824.40</u> 0.00	0.92312 <u>-0.92312</u> 0.00000
Los Flores Mutual Water Company (Transferred to City of Monterey Park) ²	26.60 <u>-26.60</u> 0.00	0.01346 <u>-0.01346</u> 0.00000
Loucks, David	3.00	0.00152
Lovelady, June G., Trustee ³ (Successor to White, June G., Trustee of the June G. White Share of the Garnier Trust) ²	<u>185.50</u> 185.50	<u>0.09386</u> 0.09386
Loyola Marymount University ³ (Successor to George A.V. Dunning Trust) ² (Transferred to City of Glendora) ²	324.00 <u>-324.00</u> 0.00	0.16394 <u>-0.16394</u> 0.00000
Maggiore, Valarie ³ (Successor to Maggiore, Valarie; Fox, Crystal; and Kirklen, Jeffrey) ²	145.83	0.07379
Maggiore, Valarie; Fox, Crystal; and Kirklen, Jeffery ³ (Successor to Kirklen Family Trust) ² (Transferred to: (Maggiore, Valarie; Kirklen, Jeffrey; Fox Family Trust, Michael Edward Fox and Crystal Marie Fox, Trustees) ²	437.50 -145.83 -145.84 <u>-145.83</u> 0.00	0.22136 -0.07379 -0.07379 <u>-0.07378</u> 0.00000

PUMPER	PRESCRIPTIVE PUMPING ACRE-FEET	PUMPER'S SHARE %
Manning Bros. Rock & Sand Co. (Transferred to Conrock Company) ²	328.00 <u>-328.00</u> 0.00	0.16596 <u>-0.16596</u> 0.00000
Maple Water Company (Transferred to Southwest Water Co.) ²	118.50 <u>-118.50</u> 0.00	0.05996 <u>-0.05996</u> 0.00000
Martinez, Frances Mercy (Held in common with Martinez, Jaime)	0.75	0.00038
Martinez, Jaime (See Martinez, Frances Mercy)	—	—
Massey-Ferguson Company	0.00	0.00000
McIntyre, William ³ (Successor to West Covina Venture, Ltd.) ² (Transferred to Canyon Water Company) ²	30.00 <u>-1.00</u> 29.00	0.01518 <u>-0.00051</u> 0.01467
Miller Brewing Company (Successor to: Maechtlen, Estate of J.J. Phillips, Alice B., et al. South Covina Water Service Woodland Farms Woodland, Richard) ² (Transferred to Miller Breweries West, L.P.) ²	111.01 151.50 50.00 300.00 919.50 840.50 <u>-2,372.51</u> 0.00	0.05617 0.07666 0.02530 0.15180 0.46526 0.42528 <u>-1.20047</u> 0.00000
Miller Breweries West, L.P. ³ (Successor to Miller Brewing Company) ² (Transferred to MillerCoors LLC) ²	2,372.51 <u>-2,372.51</u> 0.00	1.20047 <u>-1.20047</u> 0.00000
MillerCoors LLC ³ (Successor to Miller Breweries West, L.P.) ²	2,372.51	1.20047
Mission Gardens Mutual Water Company (Transferred to Gifford, Brooks, Jr.) ²	96.96 <u>-96.96</u> 0.00	0.04906 <u>-0.04906</u> 0.00000

PUMPER	PRESCRIPTIVE PUMPING ACRE-FEET	PUMPER'S SHARE %
Modern Accent Corporation		
(Successor to Crocker National Bank, Executor of the Estate of A. V. Handorf) ¹	256.86	0.12997
(Transferred to California Domestic Water Co.) ²	<u>-256.86</u>	<u>-0.12997</u>
	0.00	0.00000
Monterey Park, City of	6,677.48	3.37870
(Successor to Los Flores Mutual Water Co.) ²	<u>26.60</u>	<u>0.01346</u>
	6,704.08	3.39216
Munoz, Ralph E. ³	0.00	0.00000
Murphy Ranch Mutual Water Company	223.23	0.11295
(Transferred to Southwest Suburban Water) ²	<u>-223.23</u>	<u>-0.11295</u>
	0.00	0.00000
Namimatsu Farms	196.00	0.09917
(Transferred to California Cities Water Co.) ²	<u>-196.00</u>	<u>-0.09917</u>
	0.00	0.00000
Nick Tomovich & Sons	0.02	0.00001
Nicholson Trust ³		
(Successor to Beverly Acres Mutual Water Users Association) ²	43.00	0.02176
(Transferred to: Nicholson Family Trust	-7.00	-0.00354
Nicholson Trust, Helene S.) ²	<u>-12.00</u>	<u>-0.00607</u>
	24.00	0.01215
Nicholson Family Trust ³		
(Successor to Nicholson Trust) ²	<u>7.00</u>	<u>0.00354</u>
	7.00	0.00354
Nicholson Trust, Helene S. ³		
(Successor to Nicholson Trust) ²	12.00	0.00607
(Transferred to San Gabriel Valley Water Co.) ²	<u>-12.00</u>	<u>-0.00607</u>
	0.00	0.00000
New Owl Rock Products ³		
(Successor to Owl Rock Products Co.) ²	715.60	0.36208
(Transferred to Robertson's Ready Mix, Ltd.) ²	<u>-715.60</u>	<u>-0.36208</u>
	0.00	0.00000

PUMPER	PRESCRIPTIVE PUMPING ACRE-FEET	PUMPER'S SHARE %
No. 17 Walnut Place Mutual Water Co.	21.50	0.01088
(Transferred to San Gabriel Valley Water Co.) ²	<u>-21.50</u>	<u>-0.01088</u>
	0.00	0.00000
Orange Production Credit Association³	0.00	0.00000
Owl Rock Products Co.	715.60	0.36208
(Transferred to New Owl Rock Products) ²	<u>-715.60</u>	<u>-0.36208</u>
	0.00	0.00000
Pacific Rock & Gravel Co.	408.00	0.20644
(Transferred to:	-208.00	-0.10524
City of Whittier,	<u>-200.00</u>	<u>-0.10120</u>
Rose Hills Memorial Park Association) ²	0.00	0.00000
Park Water Company	184.01	0.09311
(Transferred to Valley County Water District) ²	<u>-184.01</u>	<u>-0.09311</u>
	0.00	0.00000
Parton Family Trust³	46.20	0.02338
(Formerly Via, H., Trust of) ²		
(Transferred to San Gabriel Valley Water Company) ²	<u>-46.20</u>	<u>-0.02338</u>
	0.00	0.00000
Pellissier Irrevocable QTIP Trust, et al, Laurence R., Co-tenancy of³		
(Successor to Faix, Ltd) ²	<u>6,490.00</u>	<u>3.28384</u>
	6,490.00	3.28384
Penn, Margaret³	--	--
(See Polopolus, et al.)		
Pico County Water District	0.75	0.00038
Polopolus, John³	--	--
(See Polopolus, et al.)		
Polopolus, et al.³		
(Successor to Polopolus, Steve) ²	<u>22.50</u>	<u>0.01138</u>
(Held in common with Chronis, Christine; Jerris, Helen; Penn, Margaret; Polopolus, John)	22.50	0.01138
Polopolus, Steve	22.50	0.01138
(Transferred to Polopolus, et al.) ²	<u>-22.50</u>	<u>-0.01138</u>
	0.00	0.00000

PUMPER	PRESCRIPTIVE PUMPING ACRE-FEET	PUMPER'S SHARE %
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 (Transferred to San Gabriel Valley Water Company) ²	192.60 <u>-192.60</u> 0.00	0.09745 <u>-0.09745</u> 0.00000
Rincon Ditch Company (Transferred to Workman Mill Investment Company) ²	628.00 <u>-628.00</u> 0.00	0.31776 <u>-0.31776</u> 0.00000
Rincon Irrigation Company (Transferred to Workman Mill Investment Company) ²	314.00 <u>-314.00</u> 0.00	0.15888 <u>-0.15888</u> 0.00000
Rio Hondo Memorial Foundation, The ³ (Formerly Rose Hills Foundation, The) (See Rose Hills Foundation, The)	--	--
Rittenhouse, Catherine (Transferred to Covell, Ralph) ¹	0.00	0.00000
Rittenhouse, James (Transferred to Covell, Ralph) ¹	0.00	0.00000
Robertson's Ready Mix, Ltd. ³ (Successor to New Owl Rock Products) ² (Transferred to San Gabriel County Water District) ²	715.60 <u>-715.60</u> 0.00	0.36208 <u>-0.36208</u> 0.00000
Rose Hills Memorial Park Association (See Rose Hills Foundation, The)	--	--

PUMPER	PRESCRIPTIVE PUMPING ACRE-FEET	PUMPER'S SHARE %
Rose Hills Foundation, The ³ (Formerly Rose Hills Memorial Park Association) (See Rio Hondo Memorial Foundation, The) (Formerly Rio Hondo Memorial Foundation, The) (Successor to Pacific Rock & Gravel Co.) ² (Transferred to: Workman Mill Investment Co. Workman Mill Investment Co.) ²	594.00 200.00 -594.00 <u>-200.00</u> 0.00	0.30055 0.10120 -0.30055 <u>-0.10120</u> 0.00000
Rosemead Development, Ltd. ³ (Successor to Thompson, Earl W.) ²	<u>1.00</u> 1.00	<u>0.00051</u> 0.00051
Rurban Homes Mutual Water Company	217.76	0.11018
Ruth, Roy	0.75	0.00038
San Dimas Golf Inc. DBA Via Verde County Club ³	0.00	0.00000
San Dimas-La Verne Recreational Facilities Authority (Successor to Lang, Frank) ¹ (Transferred to Kirklen, Dawn L. and William R.) ²	62.50 <u>-62.50</u> 0.00	0.03162 <u>-0.03162</u> 0.00000
San Gabriel Country Club	286.10	0.14476
San Gabriel County Water District (Successor to: Hughes Development Corporation Hughes Development Corporation Robertson's Ready Mix, Ltd.) ²	4,250.00 400.00 30.20 <u>715.60</u> 5,395.80	2.15044 0.20239 0.01528 <u>0.36208</u> 2.73019
San Gabriel Valley Municipal Water District	0.00	0.00000
Sawpit Farms, Limited (Transferred to: Eckis, Rolin Doyle and Madruga) ²	173.00 -123.00 <u>-50.00</u> 0.00	0.08754 -0.06224 <u>-0.02530</u> 0.00000
Schneiderman, Alan (See Birenbaum, Max)	--	--

PUMPER	PRESCRIPTIVE PUMPING ACRE-FEET	PUMPER'S SHARE %
Schneiderman, Lydia (See Birenbaum, Max)	--	--
Security Pacific National Bank, Co-trustee for the Estate of Winston F. Stoody (See Stoody, Virginia A.) (Transferred to City of Whittier) ²	38.70 <u>-38.70</u> 0.00	0.01958 <u>-0.01958</u> 0.00000
Sierra La Verne Country Club³	0.00	0.00000
Sierra Madre, City of	0.00	0.00000
Sloan Ranches (Transferred to Cadway, Inc.) ²	129.60 <u>-129.60</u> 0.00	0.06558 <u>-0.06558</u> 0.00000
Smith, Charles³	0.00	0.00000
Snyder, Esther³ (Successor to Covell, et al) ² (Transferred to Azusa Associates, LLC) ²	18.51 <u>-18.51</u> 0.00	0.00937 <u>-0.00937</u> 0.00000
Snyder, Harry (See Covell, et al.)	--	--
Sonoco Products Company	311.60	0.15766
South Covina Water Service (Transferred to: Miller Brewing Company Anton C. and Anita Garnier Family Trust The George Wayne and Alexis June Graveline Trust The Estate of Camille A. Garnier, Deceased Garnier, Janus) ²	992.30 -300.00 -203.00 -203.00 -83.30 <u>-203.00</u> 0.00	0.50209 -0.15180 -0.10271 -0.10271 -0.04215 <u>-0.10272</u> 0.00000
Southdown, Inc.³ (Formerly AZ-Two, Inc.) (See CEMEX California Aggregates, Inc.)	--	--
Southern California Edison Company (Successor to Associated Southern Investment Company) ²	155.25 <u>16.50</u> 171.75	0.07855 <u>0.00835</u> 0.08690

PUMPER	PRESCRIPTIVE PUMPING ACRE-FEET	PUMPER'S SHARE %
Southern California Water Company, San Gabriel Valley District (See Golden State Water Company, San Gabriel Valley District)	--	--
South Pasadena, City of	3,567.70	1.80520
Southwest Suburban Water (See Suburban Water Systems)	--	--
Southwest Water Company³ (Successor to Maple Water Company) ²	<u>118.50</u> 118.50	<u>0.05996</u> 0.05996
Southwestern Portland Cement Company³ (Successor to Azusa Western, Inc.) ² (Transferred to American Sheds, Inc.) ²	742.00 <u>-742.00</u> 0.00	0.37544 <u>-0.37544</u> 0.00000
Speedway 605, Inc.³	0.00	0.00000
Standard Oil Company of California (See Chevron U.S.A.)	--	--
Sterling Mutual Water Company	120.00	0.06072
Stoody, Virginia A., Co-trustee for the	--	--
Stoody, Winston F., Estate of (See Security Pacific National Bank, Co-trustee)	--	--
Suburban Water Systems (Formerly Southwest Suburban Water) (Successor to:	20,462.47	10.35370
Hollenbeck Street Water Company ¹	646.39	0.32706
La Grande Source Water Company ¹	1,078.00	0.54545
La Puente Cooperative Water Co. ¹	1,210.90	0.61270
Valencia Valley Water Company ¹	651.50	0.32965
Victoria Mutual Water Company ¹	469.60	0.23761
Cal Fin ²	118.10	0.05976
Murphy Ranch Mutual Water Co. ²)	<u>223.23</u>	<u>0.11295</u>
	24,860.19	12.57888

PUMPER	PRESCRIPTIVE PUMPING ACRE-FEET	PUMPER'S SHARE %
Sully-Miller Contracting Company ³ (Successor to Blue Diamond Concrete Materials Div., The Flintkote Company) ² (Transferred to: United Rock Products Corporation Hanson Aggregates West, Inc.) ²	1,399.33 -909.56 <u>-489.77</u> 0.00	0.70804 -0.46022 <u>-0.24782</u> 0.00000
Sunny Slope Water Company	2,228.72	1.12770
Tate, Phillip G. and Sieglinde A. ³ (See Covell, et al.) (Successor to Jobe, Darr interest in Covell, et al.) ² (Successor to Covell, et al.) ²	57.83	0.02926
Taylor Herb Garden (Transferred to Covina Irrigating Company) ²	6.00 <u>-6.00</u> 0.00	0.00304 <u>-0.00304</u> 0.00000
Texaco, Inc. (Chevron U.S.A., Inc.) (Transferred to Durfee Property, LLC) ²	50.00 <u>-50.00</u> 0.00	0.02530 <u>-0.02530</u> 0.00000
Thompson, Earl W. (Held in common with Thompson, Mary) (Transferred to Rosemead Development, Ltd.) ²	1.00 <u>-1.00</u> 0.00	0.00051 <u>-0.00051</u> 0.00000
Thompson, Mary (See Thompson, Earl W.)	--	--
Tran, Hieu ³	0.00	0.00000
Tyler Nursery	3.21	0.00162
United Concrete Pipe Corporation (Transferred to Irwindale, City of) ²	376.00 <u>-376.00</u> 0.00	0.19025 <u>-0.19025</u> 0.00000
United Rock Products Corporation ³ (Successor to: Sully Miller Contracting Company) ²	<u>909.56</u> 909.56	<u>0.46022</u> 0.46022
USA Waste of California, Inc. ³ (Successor to American Sheds, Inc.) ² (Transferred to Aqua Capital Management LP) ²	742.00 <u>-742.00</u> 0.00	0.37544 <u>-0.37544</u> 0.00000

PUMPER	PRESCRIPTIVE PUMPING ACRE-FEET	PUMPER'S SHARE %
U.S. Pipe & Foundry Company³ (See United Concrete Pipe Corporation)	--	--
Valencia Heights Water Company (Successor to Crown City Plating Company) ²	861.00 <u>200.00</u> 1,061.00	0.43565 <u>0.10120</u> 0.53685
Valencia Valley Water Company (Transferred to Suburban Water Systems) ¹	0.00	0.00000
Vallecito Water Company (Transferred to San Gabriel Valley Water Company) ²	2,867.00 <u>-2,867.00</u> 0.00	1.45066 <u>-1.45066</u> 0.00000
Valley County Water District (Formerly Baldwin Park County Water District) (Successor to Park Water Company) ²	5,775.00 <u>184.01</u> 5,959.01	2.92206 <u>0.09311</u> 3.01517
Valley Crating Company	0.00	0.00000
Valley View Mutual Water Company	616.00	0.31169
Via, H. (See Via, H., Trust of)	--	--
Via, H., Trust of (Formerly Via, H.) (See Parton Family Trust)	--	--
Victoria Mutual Water Company (Transferred to Suburban Water Systems) ¹	0.00	0.00000
Vietnamese American Buddhist Temple Congregation³	0.00	0.00000
Vulcan Materials Company (Formerly CalMat) (Successor to Manning Bros. Rock & Sand Co.) ²	<u>1,793.35</u> 1,793.35	<u>0.90740</u> 0.90740
Wade, R. (Transferred to Hunter, Lloyd F.) ²	4.40 <u>-4.40</u> 0.00	0.00223 <u>-0.00223</u> 0.00000
Ward Duck Company (See Woodland Farms, Inc.)	--	--

PUMPER	PRESCRIPTIVE PUMPING ACRE-FEET	PUMPER'S SHARE %
Warren, Clyde (See Fisher, Russell)	--	--
W. E. Hall Company (Transferred to City of El Monte) ²	0.20 <u>-0.20</u> 0.00	0.00010 <u>-0.00010</u> 0.00000
West Covina Venture, Ltd. ³ (Successor to Kiyan Farms) ² (Transferred to McIntyre, William) ²	30.00 <u>-30.00</u> 0.00	0.01518 <u>-0.01518</u> 0.00000
White, June G., Trustee of the June G. White Share of the Garnier Trust ³ (Successor to Denton, Kathryn W., Trustee for the San Jose Ranch Company) ² (Transferred to Lovelady, June G., Trustee) ²	185.50 <u>-185.50</u> 0.00	0.09386 <u>-0.09386</u> 0.00000
Whittier, City of (Successor to: Grizzle, Lissa B. Pacific Rock and Gravel Co. Security Pacific National Bank, Co-trustee for the Estate of Winston F. Stooddy El Monte Union High School District Gifford, Brooks, Jr. Birenbaum, Max) ²	7,620.23 184.00 208.00 38.70 16.20 198.25 <u>6.00</u> 8,271.38	3.85572 0.09310 0.10524 0.01958 0.00820 0.10031 <u>0.00304</u> 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.)	--	--

PUMPER	PRESCRIPTIVE PUMPING ACRE-FEET	PUMPER'S SHARE %
Woodland Farms, Inc. (See 6W Farms, Inc.) (Formerly Ward Duck Company)	--	--
Woodland, Frederick G.³	--	--
Woodland, Richard³ (Successor to Bahnsen & Beckman Ind., Inc.) ² (Transferred to Miller Brewing Company) ² (Successor to 6W Farms, Inc.) ² (Transferred to Aqua Capital Management LP) ²	840.50 -840.50 297.90 <u>-297.90</u> 0.00	0.42528 -0.42528 0.15073 <u>-0.15073</u> 0.00000
Workman Mill Investment Company³ (Successor to: Rincon Ditch Company Rincon Irrigation Company Rose Hills Memorial Park Association Rose Hills Foundation, The) ²	628.00 314.00 594.00 <u>200.00</u> 1,736.00	0.31776 0.15888 0.30055 <u>0.10120</u> 0.87839
Wright, Darrell A., Wright, Merle M. & Carlson, Jeanne W.³ (Successor to Burbank Development Co.) ² (Transferred to San Gabriel Valley Water Company) ²	50.65 <u>-50.65</u> 0.00	0.02563 <u>-0.02563</u> 0.00000
Totals for Exhibit "D"	129,765.87	65.65953
Totals for Exhibit "E"	67,868.56	34.34047
GRAND TOTALS	<u>197,634.43</u>	<u>100.00000</u>

1/ Permanent transfer of rights as recorded at entry of Judgment.

2/ Permanent transfer of rights after entry of Judgment.

3/ Intervenor after Judgment.

EXHIBIT "E"

**TABLE SHOWING PRODUCTION
RIGHT OF EACH INTEGRATED PRODUCER
AS OF JUNE 21, 2012**

INTEGRATED PRODUCER	DIVERSION COMPONENT ACRE-FEET	PRESCRIPTIVE PUMPING COMPONENT ACRE-FEET	PUMPING COMPONENT SHARE %
Aqua Capital Management LP³			
(Successor to:			
Covell, Ralph	2.12	0.00	0.00000
Covell et al.	0.00	16.19	0.00820
Azusa Associates, LLC	0.00	18.51	0.00937
USA Waste of California, Inc.	0.00	742.00	0.37544
Richard Woodland) ²	<u>0.00</u>	<u>297.90</u>	<u>0.15073</u>
	2.12	1,074.60	0.54374
Azusa, City of	0.00	3,655.99	1.84988
(Successor to Monrovia Nursery Company) ²	<u>363.00</u>	<u>0.00</u>	<u>0.00000</u>
	363.00	3,655.99	1.84988
Azusa Agricultural Water Company	1,000.00	1,732.20	0.87647
(Transferred to:			
Azusa Valley Water Company	-830.00	-1,437.73	-0.72747
Azusa Valley Water Company) ²	<u>-170.00</u>	<u>-294.47</u>	<u>-0.14900</u>
	0.00	0.00	0.00000
Azusa Foot-Hill Citrus Company	718.50	0.00	0.00000
(Transferred to Monrovia Nursery Company) ²	<u>-718.50</u>	<u>0.00</u>	<u>0.00000</u>
	0.00	0.00	0.00000
Azusa Valley Water Company	2,422.00	8,274.00	4.18652
(Successor to:			
Azusa Agricultural Water Company	830.00	1,437.73	0.72747
Azusa Agricultural Water Company) ²	<u>170.00</u>	<u>294.47</u>	<u>0.14900</u>
	3,422.00	10,006.20	5.06299
Brierly, Susan K.³			
(Successor to Monrovia Nursery Company) ²	24.00	0.00	0.00000
(Transferred to Miles R. Rosedale) ²	<u>-8.00</u>	<u>0.00</u>	<u>0.00000</u>
	16.00	0.00	0.00000
California-American Water Company	1,672.00	3,649.00	1.84634
(Duarte System)			

INTEGRATED PRODUCER	DIVERSION COMPONENT ACRE-FEET	PRESCRIPTIVE PUMPING COMPONENT ACRE-FEET	PUMPING COMPONENT SHARE %
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California Cities Water Company
(See Southern California Water
Company, San Dimas District)

Covina Irrigating Company	2,514.00	4,140.00	2.09478
(Successor to:			
City of Covina		1,734.00	0.87737
City of Covina		300.00	0.15179
Taylor Herb Garden		6.00	0.00304
La Verne, City of		355.71	0.17999
Davidson Optronics, Inc.		22.00	0.01113
Goedert, Lillian		7.00	0.00354
Lakin, Kelly R.		6.03	0.00305
Hunter, Lloyd F.		4.40	0.00223
Lakin, Kelly R.) ²		<u>3.23</u>	<u>0.00163</u>
	<u>2,514.00</u>	<u>6,578.37</u>	<u>3.32855</u>

CV Glendora 3 Site, LLC)³

(Successor to:			
Rosedale, Miles R.	184.00	0.00	0.00000
Monrovia Nursery Company) ²	<u>10.00</u>	<u>0.00</u>	<u>0.00000</u>
	<u>194.00</u>	<u>0.00</u>	<u>0.00000</u>

DeFalco, John and Carole³

(Successor to Nickowitz, at al.) ²	<u>1.49</u>	<u>0.00</u>	<u>0.00000</u>
	<u>1.49</u>	<u>0.00</u>	<u>0.00000</u>

Glendora, City of

(Successor to:	17.00	8,258.00	4.17842
Maechtlen, Estate of J. J.		150.00	0.07590
Maechtlen, Trust of P. A.		50.00	0.02530
Ruebhausen, Arline	18.34		
Glendora Unified High School District		99.00	0.05009
Loyola Marymount University		324.00	0.16394
Clayton Manufacturing Company) ²		<u>511.80</u>	<u>0.25896</u>
	<u>35.34</u>	<u>9,392.80</u>	<u>4.75261</u>

**Golden State Water Company,
San Dimas District³**

(Formerly California Cities Water Company)	500.00	3,242.53	1.64067
(Successor to Namimatsu Farms) ²		<u>196.00</u>	<u>0.09917</u>
	<u>500.00</u>	<u>3,438.53</u>	<u>1.73984</u>

INTEGRATED PRODUCER	DIVERSION COMPONENT ACRE-FEET	PRESCRIPTIVE PUMPING COMPONENT ACRE-FEET	PUMPING COMPONENT SHARE %
JUH#1³			
(Successor to Monrovia Nursery Company) ²	48.00	0.00	0.00000
(Transferred to Miles R. Rosedale) ²	<u>-16.00</u>		
	32.00	0.00	0.00000
Los Angeles, County of	310.00	3,721.30	1.88292
Maechtlen, Estate of J. J., Trustee for the Estate of P.A. Maechtlen	0.00	301.50	0.15256
(Transferred to: City of Glendora Miller Brewing Company) ²		-150.00	-0.07590
		<u>-151.50</u>	<u>-0.07666</u>
	0.00	0.00	0.00000
Maechtlen, Trust of J. J.³	1.49	0.00	0.00000
(Transferred to Otting, David; Otting, Larry; and Webster, Scott) ²	-1.49	0.00	0.00000
(Successor to Otting, David; Otting, Larry; and Webster, Scott) ²	1.49	0.00	0.00000
(Transferred to Nikowitz, et al) ²	<u>-1.49</u>	<u>0.00</u>	<u>0.00000</u>
	0.00	0.00	0.00000
Maechtlen, Trust of P. A.³	0.50	100.50	0.05085
(Transferred to: City of Glendora Alice B. Phillips, et al.) ²		-50.00	-0.02530
	<u>-0.50</u>	<u>-50.50</u>	<u>-0.02555</u>
	0.00	0.00	0.00000
The Metropolitan Water District of of Southern California	9.59	165.00	0.08349
Monrovia, City of	1,098.00	5,042.22	2.55129
(Successor to: Eckis, Rollin City of Arcadia) ²		123.00	0.06224
		<u>951.00</u>	<u>0.48119</u>
	1,098.00	6,116.22	3.09472

INTEGRATED PRODUCER	DIVERSION COMPONENT ACRE-FEET	PRESCRIPTIVE PUMPING COMPONENT ACRE-FEET	PUMPING COMPONENT SHARE %
Monrovia Nursery Company	239.50	0.00	0.00000
(Successor to Azusa Foothill Citrus Company) ²	718.50	0.00	0.00000
(Transferred:			
City of Azusa	-363.00	0.00	0.00000
Brierly, Susan K.	-24.00	0.00	0.00000
Rosedale, Miles R.	-191.00	0.00	0.00000
VanLandingham, Richard	-21.00	0.00	0.00000
JUH#1	-48.00	0.00	0.00000
Rosedale, Lance	-32.00	0.00	0.00000
CV Glendora 3 Site, LLC) ²	<u>-10.00</u>	<u>0.00</u>	<u>0.00000</u>
	269.00	0.00	0.00000
Nikowitz, et al³			
(Successor to Maechtlen, Trust of J. J.) ²	1.49	0.00	0.00000
(Held in common with Nikowitz, Sheryl M. and Walter P.; Pellegrino, Mark and Roxanne; Verdegem, Thomas and Sandra B.)			
(Transferred to DeFalco, John and Carole) ²	<u>-1.49</u>	<u>0.00</u>	<u>0.00000</u>
	0.00	0.00	0.00000
Otting, David; Otting, Larry; and Webster, Scott³			
(Successor to Maechtlen, Trust of J. J.) ²	1.49	0.00	0.00000
(Transferred to Maechtlen, Trust of J. J.) ²	<u>-1.49</u>	<u>0.00</u>	<u>0.00000</u>
	0.00	0.00	0.00000
Phillips, Alice B., et al.³			
(Successor to Maechtlen, Trust of P. A.) ²	0.50	50.50	0.02555
(Transferred to Miller Brewing Co.) ²	<u>0.50</u>	<u>-50.00</u>	<u>-0.02530</u>
	0.50	0.50	0.00025
Rosedale, Lance³			
(Successor to Monrovia Nursery Company) ²	32.00	0.00	0.00000
Rosedale, Miles R.³			
(Successor to Monrovia Nursery Company) ²	191.00	0.00	0.00000
(Transferred to CV Glendora 3 Site, LLC) ²	-184.00	0.00	0.00000
(Successor to:			
Susan K. Brierly	8.00	0.00	0.00000
JUH#1) ²	<u>16.00</u>	<u>0.00</u>	<u>0.00000</u>
	31.00	0.00	0.00000

INTEGRATED PRODUCER	DIVERSION COMPONENT ACRE-FEET	PRESCRIPTIVE PUMPING COMPONENT ACRE-FEET	PUMPING COMPONENT SHARE %
San Gabriel Valley Water Company	0.00	16,659.00	8.42920
(Successor to:			
Vallecito Water Co.		2,867.00	1.45066
No. 17 Walnut Place Mutual Water Co.		21.50	0.01088
Cedar Avenue Mutual Water Company		121.10	0.06127
Beverly Acres Mutual Water Users Association		50.00	0.02530
Richwood Mutual Water Company		192.60	0.09745
Nicholson Trust, Helene S.		12.00	0.00607
Durfee Property, LLC		50.00	0.02530
Wright, Darrell A., Wright, Merle M. and Carlson, Jeanne W.		50.65	0.02563
Parton Family Trust		46.20	0.02338
Maddock, A.G.) ²	<u>3.40</u>		
	3.40	20,070.05	10.15514
VanLandingham, Richard³			
(Successor to Monrovia Nursery Company) ²	<u>21.00</u>	<u>0.00</u>	<u>0.00000</u>
TOTAL	10,526.44	67,868.56	34.34047

1/ Permanent transfer of rights as recorded at entry of Judgment.

2/ Permanent transfer of rights after entry of Judgment.

3/ Intervenor after Judgment.

EXHIBIT "F"

TABLE SHOWING SPECIAL CATEGORY RIGHTS

PARTY

*The Metropolitan Water District
of Southern California

*Transferred to the San Gabriel
Valley Protective Association 05/07/1996.

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

NATURE OF RIGHT

Morris Reservoir Storage and Withdrawal

(a) A right to divert, store and use San
Gabriel River Water, pursuant to
Permit No. 7174.

(b) Prior and paramount right to divert
72 acre-feet annually to offset Morris
Reservoir evaporation and seepage
losses and to provide the water
supply necessary for presently
existing incidental Morris Dam
facilities.

Puddingstone Reservoir

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

EXHIBIT "G"

TABLE SHOWING NON-CONSUMPTIVE USERS

<u>PARTY</u>	<u>NATURE OF RIGHT</u>
Covina Irrigating Company Azusa Valley Water Company Azusa Agricultural Water Co. Azusa Foot-Hill Citrus Co. Monrovia Nursery	<u>"Committee-of-Nine" Spreading Right</u> To continue to divert water from the San Gabriel River pursuant to the 1888 Settlement, and to spread in spreading grounds within the Basin all water thus diverted without the right to recapture water in excess of said parties' rights as adjudicated in exhibit "E".
California-American Water Company (Duarte System)	<u>Spreading Right</u> To continue to divert water from the San Gabriel River pursuant to the 1888 Settlement, and to continue to divert water from Fish Canyon and to spread said waters in its spreading grounds in the Basin without the right to recapture water in excess of said party's rights as adjudicated in Exhibit "E".
City of Glendora	<u>Spreading Right</u> To continue to spread the water of Big and Little Dalton Washes, pursuant to License No. 2592 without the right to recapture water in excess of said party's rights as adjudicated in Exhibit "E".
San Gabriel Valley Protective Association	<u>Spreading Right</u> To continue to spread San Gabriel River water pursuant to License Nos. 9991 and 12,209, without the right to recapture said water.
Golden State Water Company (formerly <i>California Cities Water Company</i>)	<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 and subject to Section 47 of the Judgment (Amended 6/21/12):

- (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.
- (d) **Purchased Water Plan.** On or before November 1 of each year, Watermaster shall prepare and distribute to the Responsible Agencies a three-year projection of its Supplemental Water purchases from each agency. Watermaster shall, to the extent feasible, coordinate the tentative schedule for delivery and payment of those purchases with each agency. (Amended 6/21/12)

4. **Replacement Assessment Rates.** The Replacement Assessment rates may be in an amount calculated to allow Watermaster to purchase more than one acre-foot of Supplemental Water for each acre-foot of excess Production to which such Assessment applies, when such purchases are prudent in order to secure necessary Supplemental Water supplies for the benefit of the Basin and parties. In accordance with Rules and Regulations adopted by Watermaster, to the extent Watermaster purchases more than one acre-foot of Supplemental Water for each acre-foot of excess Production to which such Assessment applies, a credit shall be issued to the affected Producers at the time such excess water is purchased. (Amended 6/21/12)

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

Exhibit "J"

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

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

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

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

b. Subsurface Outflow. To the extent that

Exhibit "J"

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

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

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

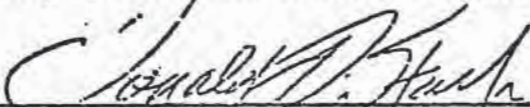
Exhibit "J"

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

Approved as to form:

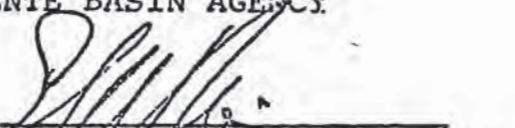
CLAYSON, STARK, ROTHROCK & MANN

By


Attorneys for Puente Agency

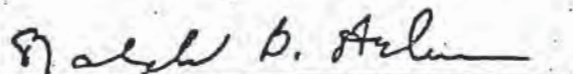
PUENTE BASIN AGENCY

By


EDMOND M. BIEDERMAN
President

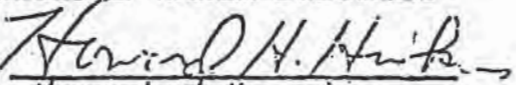
Approved as to form:

By


Attorney for Upper District

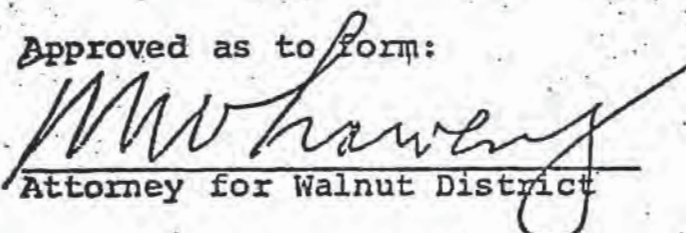
UPPER SAN GABRIEL VALLEY
MUNICIPAL WATER DISTRICT

By


Howard H. Hawkins
President

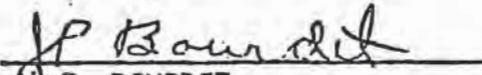
The foregoing agreement is approved and accepted, and
the same is acknowledged as the joint and several obligation
of the undersigned.

Approved as to form:

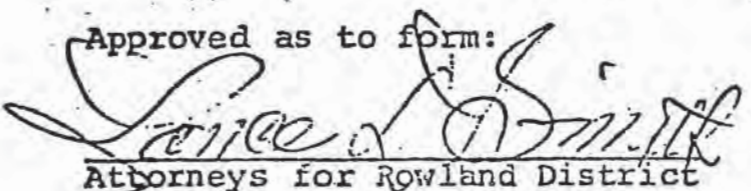

Attorney for Walnut District

WALNUT VALLEY WATER DISTRICT

By


J. P. BOURDET
Vice President

Approved as to form:


Attorneys for Rowland District

ROWLAND AREA COUNTY WATER
DISTRICT

By


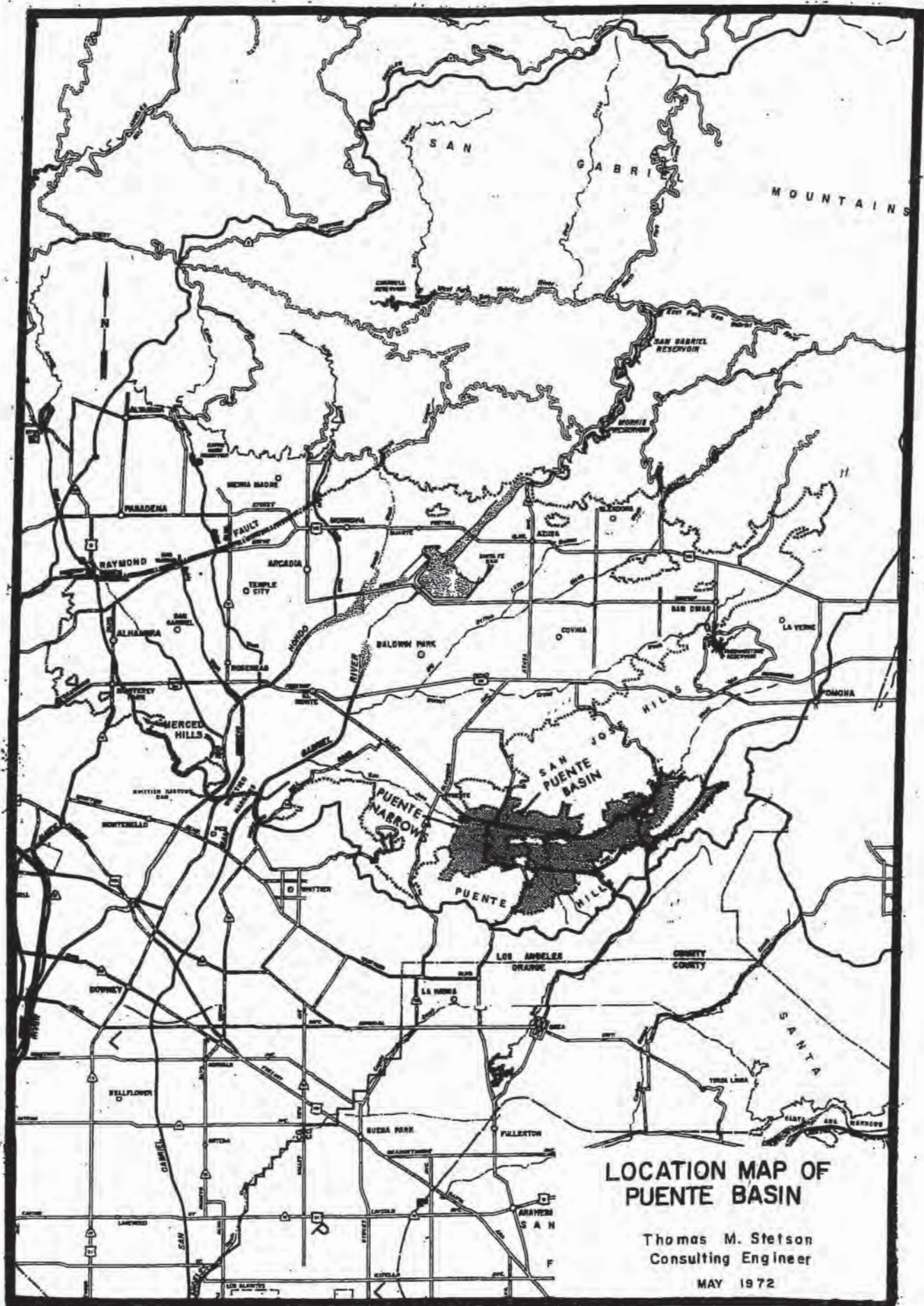
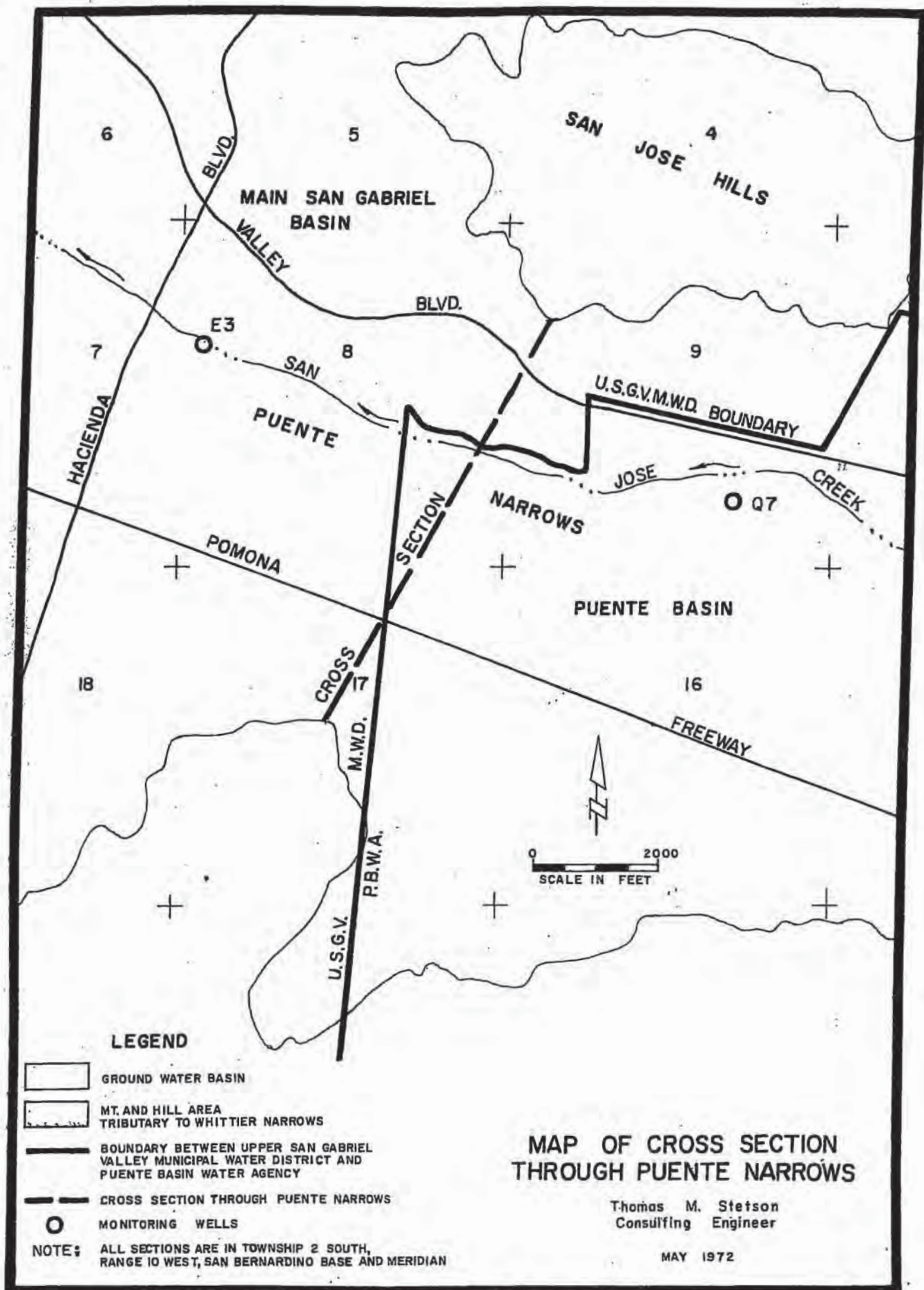

President
Wm. A. Simmons

Exhibit "J"



APPENDIX "A"
EXHIBIT "J"



APPENDIX "B"
EXHIBIT "J"

ENGINEERING CRITERIA

APPENDIX "C"

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

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

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

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

APPENDIX "C"

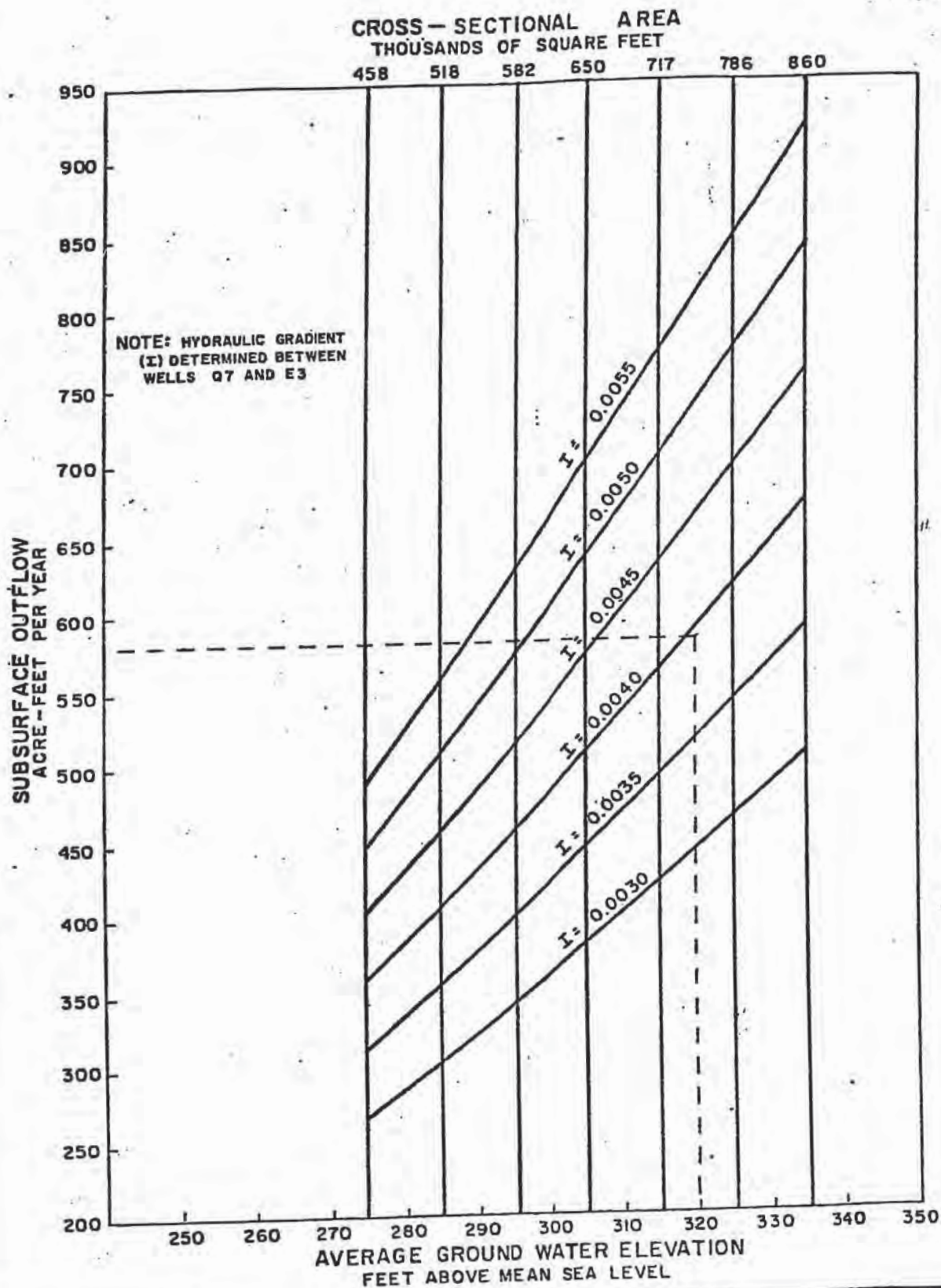
Exhibit "J"

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 "J"

EXHIBIT "K"

OVERLYING RIGHTS

I. NATURE OF OVERLYING RIGHT

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

II. OVERLYING LANDS (Description)

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

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

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

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

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

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

OWNER PRODUCERS

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

CONSUMPTIVE USE PORTION

3.5 acre-feet per year

Present User:
Nu-Way Industries

PRODUCERS UNDER LICENSE

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

45.6 acre-feet per year

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

1.0 acre-foot per year

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

TOTAL 50.1 acre-feet per year

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

183.65 acre-feet

EXHIBIT "K"

CONSUMPTIVE USE PORTIONS OF PRODUCERS WITH OVERLYING RIGHTS AS OF JUNE 30, 2013

OVERLYING PRODUCER	CONSUMPTIVE USE PORTION (ACRE-FEET)
--------------------	---

1. Mnoian-Gifford Interests

Owner Producers

Paul Mnoian³

Brooks Gifford, Sr.³

Brooks Gifford, Jr.³

John Mgrdichian³

J. Earl Garrett³

Present User: Nu-Way Industries

3.5

Producers Under License

William C. Thomas³

Evelyn F. Thomas³

Malcolm K. Gatherer³

Jacqueline Gatherer³

Present User: B & B Red-I-Mix Concrete, Inc.

45.6

Pre-Stress Crane Rigging and Truck, Co., Inc.³

1.0

50.1

2. Attalla, Phillip Y. and Mary L.³

29.9

3. Citrus Valley Medical Center, Queen of the Valley Campus.³

4.5

(Formerly Queen of the Valley Hospital.³)

4. S.L.S & N. Inc.³

--

TOTAL

84.5

1/ Permanent transfer of rights as recorded within Exhibits "C", "D", and "E" of Judgment.

2/ Permanent transfer of rights after entry of Judgment.

3/ Intervenor after Judgment.

EXHIBIT "L"**LIST OF PRODUCERS AND THEIR DESIGNEES****June 21, 2012**

PRODUCER	DESIGNEE
Adams Ranch Mutual Water Company	Domenic T. Cimarusti
Alhambra, City of	Mary Chavez
Amarillo Mutual Water Company	John Holzinger
Anderson Family Marital Trust	Carolyn Heinrich
Andrade, Susan	Susan Andrade
Aqua Capital Management LP	David L. Penrice
Arcadia, City of	Tom Tait
Azusa, City of	Chet Anderson
Azusa Agricultural Water Company	Chet Anderson
Azusa Valley Water Company	Chet Anderson
Bandel Family Trust	Candace Garnier Bandel
Banks, Gale C. and Vicki L.	Gale and Vicki Banks
Brezina Trust 2001, Raymond W. and Susan W.	Raymond W. Brezina
Brierly, Susan K.	Reiner Kruger
Brondino, Jeanne	Jeanne Brondino
Cadway, Inc.	James M. Byerrum
California-American Water Company (Duarte System)	Todd Brown
California-American Water Company (San Marino System)	Todd Brown
California Domestic Water Company	James M. Byerrum
Canyon Water Company	William McIntyre
Canyon Water & Development Corporation	Chet Anderson
Champion Mutual Water Company	Bryan P. Hellein
Chevron U.S.A.	Leon F. Drozd, Esq.
Citrus Valley Medical Center, Queen of the Valley Campus	Gregory J. Landers
Coiner, James W., dba Coiner Nursery	James W. Coiner
County Sanitation District No. 18	Raymond Tremblay
Covina, City of	Daryl Parrish
Covina Irrigating Company	David D. De Jesus
Crevolin, A. J.	A. J. Crevolin
CV Glendora 3 Site, LLC	Bill McReynolds
Dawes, Mary Kay	Mary Kay Partridge
DeFalco, John and Carole	John and Carole DeFalco
Del Rio Mutual Water Company	Dario Herrera
Driftwood Dairy	David Trenkenschuh

PRODUCER	DESIGNEE
East Pasadena Water Company	Lawrence M. Morales
El Monte, City of	Rene Bobadilla
El Monte Cemetery Association	Todd Brown
Fox Family Trust Michael Edward Fox and Crystal Marie Fox, Trustees	Michael and Crystal Fox
Garnier Family Trust, Anton C. and Anita Garnier, Ruth Elaine Ailor Trust	Anton C. and Anita Garnier Renee Garnier Poivre
Gates, James Richard	James Richard Gates
Glendora, City of	Steve Patton
Golden State Water Company - San Dimas District	Patrick Scanlon
Golden State Water Company - San Gabriel Valley District	Benjamin Lewis, Jr.
Green, Walter	Dr. Walter Green
Hanson Aggregates West, Inc.	Michael Rogers
Heinrich, Carolyn	Carolyn Heinrich
Hemlock Mutual Water Company	Robert McClung
Industry Waterworks Systems, City of Irwindale, City of	Gregory B. Galindo Sol Benudiz
JUH #1	Reiner Kruger
Kirklen, Jeffery B. Knight, William J.	Jeffery B. Kirklen William J. Knight
Landeros, John La Puente Valley County Water District	John Landeros Gregory B. Galindo
Lovelady, June G., Trustee	June G. Lovelady
Los Angeles, County of	Robert Maycumber
Loucks, David	David Loucks
Maddock, A.G.	S. Joellen Maddock
Maggiore, Valarie	Valarie Maggiore
McIntyre, William	William McIntyre
Metropolitan Water District of Southern California	Lorraine Aoy
Miller Coors LLC	Jeffrey D. Arbour
Monrovia, City of	Ron Bow
Monrovia Nursery	Reiner Kruger
Monterey Park, City of	Elias Saykali
Munoz, Ralph	Ralph Munoz
Nicholson Trust, The	M. L. Whitehead
Nicholson Family Trust, The	M. L. Whitehead

PRODUCER	DESIGNEE
Parton Family Trust	Vernal O. and Marverna Parton
Pellissier Irrevocable QTIP Trust, et al, Laurence R., Co-tenancy of Pico County Water District Polopolus, et. Al	James M. Byerrum
Rados Brothers Rosedale, Lance Rosedale, Miles R. Rosemead Development LTD. Rurban Homes Mutual Water Company Ruth, Roy	Mark Grajeda Helen Gaskins
San Gabriel Country Club San Gabriel County Water District San Gabriel Valley Municipal Water District San Gabriel Valley Water Company Sierra La Verne Country Club Sierra Madre, City of Sonoco Products Company South Pasadena, City of Southern California Edison Company Southwest Water Company Sterling Mutual Water Company Suburban Water Systems Sunny Slope Water Company	Alexander S. Rados Reiner Kruger Reiner Kruger John W. Lloyd George W. Bucey Roy Ruth
Tate, Phillip G. and Sieglinde A. Three Valleys Municipal Water District Tomovich, Nick and Sons Hieu Tran Tyler Nursery	Eddie Villanueva Barbara A. Carrera Darin Kasamoto
USA Waste of California, Inc. United Rock Products Corporation Upper San Gabriel Valley Municipal Water District	Michael L. Whitehead Donald Johnson Bruce Inman Khaleda Hamid Marcelino Aguilar Jorge A. Rosa, Jr. Richard J. Rich Joy Ann Burt Michael Quinn Ken Tcheng
Valencia Heights Water Company Valley County Water District Valley View Mutual Water Company VanLandingham, Richard Vietnamese American Buddhist Temple Congregation Vulcan Materials Company	Phillip Tate Richard W. Hansen Nick Tomovich Hieu Tran Fumiko Kishi
	Joseph J. Cassin Russ Caruso Steven P. O'Neill
	P. David Michalko Lynda A. Noriega Sukie Madrid Reiner Kruger Thích Viên Ly
	Robert W. Bowcock

PRODUCER	DESIGNEE
----------	----------

Whittier, City of
Wilmott, Erma M.
Woodland, Richard
Workman Mill Investment Company

Daniel Wall
Erma M. Wilmott
Richard J. Woodland
Bruce A. Lazenby

EXHIBIT "M"

WATERMASTER MEMBERS

FOR CALENDAR YEAR 1973

ROBERT T. BALCH (Producer Member), Chairman
LINN E. MAGOFFIN (Producer Member), Vice Chairman
RICHARD L. ROWLAND (Producer Member), Secretary
BOYD KERN (Public Member), Treasurer
WALKER HANNON (Producer Member)
HOWARD H. HAWKINS (Public Member)
M.E. MOSLEY (Producer Member)
CONRAD T. REIBOLD (Public Member)
HARRY C. WILLS (Producer Member)

STAFF

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

FOR CALENDAR YEAR 1974

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

STAFF

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

FOR CALENDAR YEAR 1975

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

STAFF

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

FOR CALENDAR YEAR 1976

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

STAFF

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

FOR CALENDAR YEAR 1977

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

STAFF

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

FOR CALENDAR YEAR 1978

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

STAFF

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

FOR CALENDAR YEAR 1979

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

STAFF

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

- * Elected March 1979 to replace D.J. Laughlin, following his resignation.
- ** Resigned from Watermaster in February 1979.

FOR CALENDAR YEAR 1980

LINN E. MAGOFFIN (Producer Member), Chairman
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* DECEASED APRIL 25, 1989

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

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Ralph B. Helm, Attorney (Retired January 1993)
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Carol Williams, Executive Officer*****
Frederic A. Fudacz, Attorney
Thomas M. Stetson, Engineer

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

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LEON M.N. GARCIA (Public Member)
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THOMAS LOVE (Public Member)
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ED CHAVEZ (Public Member)

THOMAS LOVE (Public Member)

MICHAEL O. QUINN (Producer Member)

CHARLES TREVINO (Public Member)

STAFF

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Frederic A. Fudacz, Attorney

Thomas M. Stetson, Engineer*

Stephen B. Johnson, Engineer**

* Thomas M. Stetson passed away 4/14/2011

** Stephen B. Johnson replaced Mr. Stetson

FOR CALENDAR YEAR 2012

JAMES M. BYERRUM (Producer Member), Chairman

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THOMAS LOVE (Public Member)

MICHAEL O. QUINN (Producer Member)

CHARLES TREVINO (Public Member)

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Carol Thomas Williams, Executive Officer *

Anthony C. Zampello, Executive Officer**

Frederic A. Fudacz, Attorney

Stephen B. Johnson, Engineer

* Carol Thomas Williams resigned on 5/12/12

** Anthony C. Zampello appointed to Executive Officer 9/26/12

FOR CALENDAR YEAR 2013

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Stephen B. Johnson, Engineer

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Appendix H - Six Basins Stipulated Judgment

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1 SCOTT S. SLATER, ESQ. (State Bar No. 117317)
2 ROBERT J. SAPERSTEIN, ESQ. (State Bar No. 166051)
3 HATCH AND PARENT, PC
4 21 East Carrillo Street
5 Santa Barbara, CA 93101
6 Telephone: (805) 963-7000

7 Attorneys for Plaintiff,
8 Special Counsel for Southern California Water Company

FILED
ANGELES SUPERIOR

DEC 18 1998

JOHN A. CLARKE, CLERK
[Signature]

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

11 SOUTHERN CALIFORNIA WATER COMPANY)

12 Plaintiff,)

13 vs.)

14 CITY OF LA VERNE, CITY OF CLAREMONT,)
15 CITY OF POMONA, CITY OF UPLAND,)
16 POMONA COLLEGE, POMONA VALLEY)
17 PROTECTIVE ASSOCIATION, SAN ANTONIO)
18 WATER COMPANY, SIMPSON PAPER)
19 COMPANY, THREE VALLEYS MUNICIPAL)
20 WATER DISTRICT, WEST END)
21 CONSOLIDATED WATER COMPANY, and)
22 DOES 1 through 1,000, Inclusive,)

23 Respondents and Defendants.)

CASE NO. KC029152

Assigned for All
Purposes to Judge
William O. McVittie

Department 0

(Complaint Filed, September 28,
1998)

JUDGMENT

24
25 THE DOCUMENT TO WHICH THIS CERTIFICATE IS
26 ATTACHED IS A FULL, TRUE, AND CORRECT COPY
27 OF THE ORIGINAL ON FILE AND OF RECORD IN
28 MY OFFICE.

DEC 18 1998

ATTEST

JOHN A. CLARKE

Executive Officer/Clerk of the
Superior Court of California, County of
Los Angeles

By *[Signature]*, Deputy

R. MORALES

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1 **B. Answers and Cross-Complaints.** On or before November 13, 1998, Plaintiff and
2 Defendants filed a stipulation for entry of judgment.

3 **C. Jurisdiction.** This Court has jurisdiction to enter judgment declaring and adjudicating
4 the Plaintiff's and Defendants' ("the Parties") rights to the reasonable and beneficial use of
5 groundwater by the Parties in the Six Basins Area pursuant to *Article X, Section 2 of the California*
6 *Constitution* and to impose a complete physical solution. All pre-existing rights to groundwater
7 within the Basin held or claimed by any Party (as defined in Section I(A) of the Judgment below) are
8 hereby settled and defined as the production allocations and the other rights and obligations set forth
9 under this judgment ("Judgment"). The respective allocations for each Party are expressly set forth
10 in Exhibit "D."

11 **D. Parties.**

12 1. SCWC is an investor-owned public utility incorporated under the laws of the
13 State of California. (*See Public Utilities Code Section 1001 et seq. and 2701 et seq.*) SCWC produces
14 groundwater from the Six Basins and delivers it for use on land within its certificated service area
15 that predominantly overlies some portion of the Six Basins, and otherwise is within the Counties of
16 Los Angeles and San Bernardino.

17 2. Pomona is a charter city situated in the County of Los Angeles. Pomona
18 produces groundwater from the Six Basins and delivers it for use on land within its incorporated
19 boundaries, on land lying outside its incorporated boundaries within the County of Los Angeles and
20 on City owned lands that predominantly overlie some portion of the Six Basins. Pomona owns and
21 controls land in the Six Basins Area upon which it has historically diverted, for direct use and
22 spreading, surface water from San Antonio Creek and Evey Canyon.

23 3. La Verne is a general law city situated in the County of Los Angeles. La Verne
24 produces groundwater from the Six Basins and delivers it for use on land within its incorporated
25 boundaries, on land lying outside its incorporated boundaries within the County of Los Angeles and
26 on City owned lands that predominantly overlie some portion of the Six Basins.

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1 4. Upland is a general law city situated in the County of San Bernardino. Upland
2 produces groundwater from the Six Basins and delivers it for use on land within its incorporated
3 boundaries some portion of which overlie the Six Basins. It possesses a majority of the shares of
4 stock in San Antonio and West End.

5 5. San Antonio is a mutual water corporation incorporated under the laws of the
6 State of California, with its principal place of business in San Bernardino County. San Antonio
7 produces groundwater from the Six Basins and delivers it for use by its shareholders.

8 6. West End is a mutual water corporation, incorporated under the laws of the
9 State of California, with its principal place of business in San Bernardino County. West End
10 produces groundwater from the Six Basins and delivers it for use by its shareholders.

11 7. Claremont is a general law city situated in the County of Los Angeles.
12 Claremont's incorporated boundaries and City owned lands overlie a portion of the Six Basins. The
13 City has executed an agreement with SCWC with respect to its groundwater rights.

14 8. Pomona College is a California corporation, with a principal place of business
15 in the County of Los Angeles. Pomona College owns land and groundwater production facilities that
16 overlie the Six Basins Area and it has executed operating leases with SCWC regarding these
17 facilities. Pomona College has executed an agreement with SCWC with respect to its groundwater
18 rights.

19 9. Simpson is a Washington corporation, which is doing business in the State of
20 California and the County of Los Angeles. Simpson produces groundwater from the Six Basins for
21 its own use and also purchases water service from Pomona

22 10. PVPA is a California corporation, operating on a non-profit basis for the mutual
23 benefit of its members with its principal place of business in the County of Los Angeles.
24 Shareholders of PVPA include Pomona, Pomona College, San Antonio, SCWC, Simpson, Upland
25 and West End. PVPA owns the primary spreading grounds and recharge facilities for the Six Basins
26 and owns other lands which also overlie the Six Basins. PVPA has undertaken ongoing studies and
27 evaluation of groundwater conditions in the Six Basins Area.

28

1 11. TVMWD is a California Municipal Water District formed pursuant to the
2 provisions of the municipal water district act and with the power to acquire, control, distribute, store,
3 and spread water for beneficial purposes within its boundaries.

4 E. Settlement Negotiations.

5 1. Importance of Groundwater. Groundwater is an important water supply
6 source for businesses, individuals and public agencies that overlie or extract groundwater from the
7 Six Basins. The Parties have a mutual and collective interest in the efficient and reasonable use of
8 groundwater and the coordinated management of water resources to ensure the prudent use of the
9 resource. The Parties have a further collective interest in furthering the efficient and reasonable use
10 of groundwater and the coordinated and comprehensive management of water resources to ensure that
11 the common resource may be sustained and enhanced.

12 2. Coordinated Study. PVPA has conducted and continues to conduct technical
13 studies of the Six Basins and has developed groundwater models of the Six Basins. To achieve the
14 goals of coordinated basin management and to ensure and promote the sustainable and enhanced use
15 of the groundwater resources of the Six Basins, the Parties joined in a collaborative process, reviewed
16 prior groundwater production reports and hydrologic studies, other historical data and engaged in new
17 technical studies to supplement the previous work of PVPA. Substantial engineering, hydrologic and
18 geologic data not previously known have been collected and jointly analyzed and verified by the
19 Parties. Included therein are estimates of production and reported production from the Six Basins
20 and further refinement of PVPA's groundwater models. The results of these efforts provide the
21 technical foundation for this Judgment.

22 3. Overdraft.

23 a. Native Safe Yield. The Native Safe Yield (as defined in Judgment,
24 Section I(A), below) of the Six Basins Area has historically been augmented generally by the
25 spreading activities conducted by PVPA, Pomona and La Verne and from return flows from water
26 imported to the Six Basins Area through TVMWD. There is no precise estimate of the Native Safe
27 Yield; however, without augmentation comprised of the substantial spreading operations conducted
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1 by PVPA and others, and the return flows from imported water, the amount of groundwater
2 comprising the Native Safe Yield is substantially less than the Safe Yield which is allocated to the
3 parties pursuant to this Judgment.

4 **b. Safe Yield.** Safe Yield (as defined in Judgment, Section I(A), below)
5 for all groundwater supplies within the Six Basins, including the benefits of historic augmentation
6 is nineteen thousand three hundred (19,300) acre feet per year.

7 **c. Groundwater Production.** Reports filed with the State of California
8 pursuant to *Water Code Section 4999 et seq.*, production records reported to PVPA by its members,
9 and independent verification by the Parties all demonstrate that the cumulative groundwater
10 production of the Parties from the Six Basins Area annually has been greater than twenty thousand
11 (20,000) acre feet in each of the five years immediately preceding the filing of this action. Therefore,
12 groundwater production has exceeded the available Safe Yield and *a fortiori* the Native Safe Yield
13 in each of the last five years.

14 **F. Stipulation.** The Parties, whose production from the Six Basins cumulatively comprise
15 essentially all of the groundwater production in the Six Basins Area, which have engaged in long-
16 standing groundwater replenishment activities or otherwise have an interest in the efficient and
17 coordinated management of groundwater, have stipulated to the entry of this Judgment. Each of the
18 Parties stipulate that this Judgment is a physical solution (as defined in Judgment, Section I(A),
19 below) which provides due consideration to the environment, the respective groundwater rights of
20 the Parties, and that this Judgment will not cause substantial material injury to any Party under these
21 circumstances of a lengthy period of overdraft and the competing claims to groundwater. The Parties
22 further stipulate that the Judgment is a fair and equitable allocation of water in accordance with the
23 provisions of *Article X, Section 2 of the California Constitution*.

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JUDGMENT

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

I. INTRODUCTION

A. Definitions.

1. "Base Annual Production Right" means the average annual production , in acre-feet, for each Party for the twelve year period beginning on January 1 of 1985 and ending on December 31 of 1996 as set forth in Exhibit "D".

2. "Carryover Rights" means the maximum percentage of a Party's annual allocation of Operating Safe Yield production of which may be deferred until the following Year free of any Replacement Water Assessment

3. "Effective Date" means January 1, 1999.

4. "Four Basins or Four Basins Area" means the following groundwater basins and the area overlying them: Canyon, Upper Claremont Heights, Lower Claremont Heights and Pomona as shown on Exhibit "A" and further described in Exhibit "B".

5. "Groundwater" means all water beneath the ground surface and contained within any one of the Six Basins except as provided in Article IIIA Section 1.

6. "Imported Water" means water that is not naturally tributary to the Six Basins Area and which is delivered to the Six Basins Area.

7. "In Lieu Procedures" means a method of either providing Replacement Water or water to be stored under a Storage and Recovery Agreement whereby a Party receives direct deliveries of Imported Water or water other than Replenishment Water in exchange for foregoing the production of an equivalent amount of such Party's share of the Operating Safe Yield.

8. "Minimal Producers" means any producer whose production is less than 25 acre feet each Year.

9. "Native Groundwater" means groundwater within the Six Basins Area that originates from the deep percolation of rainfall, natural stream flow or subsurface inflow, and

expressly excluding groundwater which originates from (a) the Parties' replenishment activities and (b) return flows from both imported water and the Parties' replenishment activities, and water described in Article IIIA Section 1.

10. **"Native Safe Yield"** means the amount of Native Groundwater, in acre feet, that can be extracted from the Six Basins Area on an annual basis without causing an undesirable result. Expressed as a formula: $\text{Native Safe Annual Yield} = \text{Annually Available Groundwater} - (\text{Replenishment Water} + \text{return flows from Imported Water and Replenishment Water})$.

11. **"Native Water"** means water which is naturally tributary to the Six Basins Area.

12. **"Non-party"** means any person or entity which is not a party to this Judgment.

13. **"Operating Plan"** means the plan, developed by Watermaster (as defined in Judgment, Article V below) for the Four Basins Area, by which the purpose and objectives of the Physical Solution will be implemented and realized.

14. **"Operating Safe Yield"** means the amount of groundwater, in acre feet, which the Watermaster shall determine can be produced from the Four Basins Area by the Parties during any single year, free of any replacement obligation under the Physical Solution herein. Because of the benefits created by coordinated management of groundwater provided by the Physical Solution, the Operating Safe Yield set by Watermaster may exceed the Safe Yield that would otherwise be available for production by the Parties. The Two Basins Area is excluded from the Operating Safe Yield allocated pursuant to this Judgment with its annual Safe Yield being equivalent to the amount of groundwater La Verne may reasonably produce from the Two Basins Area on an annual basis without causing substantial injury to any other Party.

15. **"Overdraft"** means a condition wherein the total annual production from a groundwater basin exceeds the Safe Yield.

16. **"Party or Parties"** means any person(s) or entity(ies) named in this action, who has/have intervened in this case or has/have become subject to this Judgment through succession, stipulation, transfer, default, trial or otherwise.

1 17. **"Physical Solution"** means the efficient and equitable coordinated management of
2 groundwater within the Six Basins Area to maximize the reasonable and beneficial use of
3 groundwater resources in a manner that is consistent with the public interest, *Article X,*
4 *Section 2 of the California Constitution*, and with due regard for the environment.

5 18. **"Producer"** means a person, firm, association, organization, joint venture, partner-
6 ship, business, trust, corporation or public entity who, or which, produces or has a right to
7 produce groundwater from the Six Basins Area.

8 19. **"Production"** means the process of pumping groundwater; also, the gross amount
9 of groundwater pumped.

10 20. **"Replacement Water"** means imported water or water other than Replenishment
11 Water supplied through in-lieu procedures that is acquired by the Watermaster or provided
12 by a Party to replace production by such Party in excess of the amount of its share of the
13 Operating Safe Yield, Carry-Over Rights and Storage and Recovery rights authorized by
14 Watermaster.

15 21. **"Replacement Water Assessment"** means an assessment levied by Watermaster
16 pursuant to Article XII A, Section 4 of this Judgment.

17 22. **"Replenishment"** means a program to spread or inject Replenishment Water into
18 the Six Basins Area. A description of the current replenishment programs is attached hereto
19 as Exhibit "E."

20 23. **"Replenishment Water"** means native water which augments the Native Safe Yield
21 and thereby comprises a portion of the Operating Safe Yield pursuant to a historical
22 replenishment program as described in Article VIB, Section 9 and Exhibit E.

23 24. **"Return Flows"** means water which percolates, infiltrates or seeps into the Six
24 Basins after having been previously applied to some end use by one of the Parties or any user
25 of water.

26 25. **"Safe Yield"** means the amount of groundwater, including Replenishment and return
27 flows from Imported Water, that can be reasonably produced from the combined Two Basins
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1 and the Four Basins Areas on an annual basis without causing an undesirable result, including
2 but not limited to land subsidence, water quality degradation, and harm from high
3 groundwater levels, i.e. 19,300 acre feet per year.

4 **26. "Six Basins or Six Basins Area"** means the Four Basins Area plus the Two Basins
5 Area, as shown on Exhibit "A" and further described in Exhibit "B."

6 **27. "Spreading"** means a method of groundwater recharge whereby water is placed in
7 permeable impoundments and allowed to percolate into a basin.

8 **28. "Storage and Recovery"** means a program administered under an agreement
9 between the Watermaster and a Party to store water either directly by sinking, spreading or
10 injecting or by in-lieu procedures, into the Four Basins, and subsequently recovering such
11 water without regard to the limitations imposed by the Party's Base Annual Production Right.

12 **29. "Storage and Recovery Agreement"** means an agreement between Watermaster and
13 a Party for Storage and Recovery of water by such Party. An acceptable pre-approved
14 Storage and Recovery Agreement between Watermaster and Pomona is listed on Exhibit "F."

15 **30. "Transfer"** means temporary or permanent assignment, sale, contract or lease of any
16 Party's Base Annual Production Right and its associated percentage of the Safe Yield, Carry-
17 Over Rights or rights to recover water stored under a Storage and Recover Agreement to any
18 other Party or a person that becomes a Party. A lease shall not be considered a "permanent
19 transfer" unless both the Lessee and Lessor jointly agree to such characterization.

20 **31. "Two Basins or Two Basins Area"** means the Live Oak and Ganesha Basins and
21 the areas overlying them, as shown on Exhibit "A" and further described in Exhibit "B "

22 **32. "Water Shortage Emergency"** means the substantial impairment, which cannot be
23 promptly mitigated, of the ability of the Parties to provide sufficient water for human
24 consumption, sanitation and fire protection because of: (a) a sudden occurrence such as
25 storm, flood, fire, unexpected equipment outage; or (b) an extended period of drought.

26 **33. "Watermaster"** means the committee with the powers and duties defined in Article
27 V of this Judgment.

28

1 34. **"Year"** means a calendar year.

2 B. **Exhibits.** Each exhibit is expressly incorporated herein and made part of this
3 Judgment.

4 Exhibit A: Six Basin Map

5 Exhibit B: General Description of the Six Basins Area

6 Exhibit C: Memorandum of Agreement between Watermaster and PVPA

7 Exhibit D: Base Annual Production Rights of Parties

8 Exhibit E: Description of Replenishment Programs

9 Exhibit F: City of Pomona Storage and Recovery Agreement

10 Exhibit G: Initial Operating Plan

11 **II. FINDINGS AND HYDROLOGIC CONDITIONS**

12 A. **Safe Yield.** Prior to the imposition of this Physical Solution, the Safe Yield of the Six
13 Basins is historically found to be 19,300 acre feet per year.

14 B. **Overdraft and Prescriptive Circumstances.** For a period in excess of five
15 consecutive Years prior to the filing of the complaint herein, the Native Safe Yield and the Safe Yield
16 have been exceeded by the aggregate Production therefrom and the Six Basins have been in a
17 continuous state of Overdraft. The court finds that the Production constituting such Overdraft has
18 been open, notorious, continuous, adverse, hostile, and under claim of right. The court further finds
19 that the groundwater Production has exceeded the Native Safe Yield and the Safe Yield in each of
20 the last five years and thus all the required elements necessary to establish prescription have been
21 satisfied.

22 1. **Adversity.** The Native Safe Yield of the Six Basins Area has been continuously
23 exceeded for decades. It is only through the ongoing Replenishment undertaken by PVPA, Pomona
24 and La Verne coupled with the availability of and return flows from Imported Water that a further
25 decline in water levels has been averted. An unmanaged downward decline in water levels is known
26 to have severe adverse impacts on the rights of groundwater producers and groundwater quality, to
27 cause land subsidence and to cause increased pump-lifts. Moreover, the Court finds that presently
28

1 estimated Safe Yield of 19,300 acre feet, with the full benefit of the Replenishment carried on by the
2 Parties has been exceeded and if Production is not managed pursuant to this Physical Solution, severe
3 adverse impacts will result.

4 **2. Continuity.** The Native Safe Yield has been continuously exceeded for at least two
5 decades. For each of the last five Years the Safe Yield has been exceeded. The Court finds that
6 cumulative total Production from the Six Basins Area for the Years 1993 through 1997 is as follows:

7	1993	21,020 acre feet
8	1994	20,313 acre feet
9	1995	22,959 acre feet
10	1996	23,584 acre feet
11	1997	21,902 acre feet

12 **3. Notice.** Each of the Parties with a Base Annual Production Right, or their agents, have
13 filed groundwater production reports with the State Department of Water Resources pursuant to
14 *Water Code Section 4999*. These reports are public records and are available for inspection by any
15 member of the public. SCWC is an investor-owned public utility subject to regulation by the
16 California Public Utilities Commission (PUC). Its records, reports and filings with the PUC regularly
17 include information regarding the wells used and groundwater produced from the Six Basins Area.
18 The PUC has held publicly noticed rate hearings which have been attended by the public and
19 representatives from Claremont, Pomona, La Verne and Upland are all public entities and their
20 groundwater production information are public records and open to public inspection upon reasonable
21 notice. PVPA has frequently published reports which indicate the nature of its Replenishment and
22 the volume of groundwater produced in the Six Basins Area. At least two settlement agreements
23 have been entered between certain Parties on matters related to the adverse impacts of increased
24 groundwater production. Both of these agreements were approved by a public entity and are public
25 records. Moreover, the negotiations leading up to the entry of this Judgment were open to all persons
26 claiming the right to produce groundwater by virtue of their owning overlying land or having
27 corporate boundaries overlying the Six Basins Area. Regular meetings concerning these negotiations
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1 have been held at the headquarters of TVMWD, a public agency, and were personally attended by
2 representatives from each of the Parties. These meetings have taken place at regular intervals for
3 more than twelve consecutive months and the contents of this Judgment and the status of groundwater
4 conditions in the Six Basins Area has remained readily available. Accordingly, the Court finds that
5 all persons claiming the right to produce had actual notice, constructive notice or could have easily
6 determined upon reasonable diligence that the Six Basins Area was in Overdraft and of each Party's
7 claim to groundwater. The circumstances of such Overdraft and water use are such that each of the
8 Parties either: (i) had actual knowledge of such circumstances; or (ii) should have discovered such
9 circumstances upon the exercise of reasonable diligence or (iii) received constructive notice of the
10 adverse nature of such aggregate production through the public record filings with the State of
11 California pursuant to *Water Code Section 4999* and through the various reports published by the
12 Parties.

13 **C. High Groundwater Levels.** There are cienegas and springs in the Four Basins Area
14 and there is a potential for groundwater to rise to the surface regardless of the replenishment,
15 replacement or storage operations of the Watermaster and carried out by the Parties. Periodically,
16 though not in the past twelve years, high groundwater levels have constituted an important causative
17 factor, in creating damage in the Four Basins Area.

18 **D. Water Quality Problems.** Some of the Six Basins have experienced problems of high
19 concentrations of nitrates and volatile organic compounds (VOC's) in groundwater. Potential sources
20 of the nitrate are historical agricultural practices and individual wastewater disposal systems, most
21 of which have been abandoned. The Two Basins Area and some of the Four Basins Area have been
22 adversely impacted by high concentrations of nitrates and VOC's and may also require remediation.

23 **III. DECLARATION OF RIGHTS AND RESPONSIBILITIES**

24 **A. General Provisions.**

25 **1. Surface Water Rights.** Pomona and San Antonio have prior and paramount pre-
26 1914 water rights, superior to the rights of any other party, to the surface water and supporting
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1 subsurface flows historically and presently diverted therefrom in San Antonio and Evey Canyon,
2 except as provided in Article VIB Section 9 and as referenced in Article IIIA Section 1d.

3 a. Historically, Pomona and San Antonio have diverted, and presently are
4 diverting, surface waters and supporting subsurface flows from San Antonio Canyon.

5 b. Historically, Pomona has diverted, and presently is diverting, surface water
6 and supporting subsurface flows from Evey Canyon.

7 c. Pomona and San Antonio are under no obligation to spread such waters.

8 d. Surface waters and supporting subsurface flows diverted in San Antonio and
9 Evey Canyons at existing diversion locations are excluded from (i) the operation of this Judgment
10 and (ii) the determination of Operating Safe Yield, except to the extent of the portion of such waters
11 which are spread by Pomona at its Pedley Treatment Plant, which portion is governed by the
12 provisions of Article VIB, Section 9.

13 e. The diversion and the use of surface waters and supporting subsurface flows
14 shall not be subject to this Judgment.

15 f. The above-referenced surface waters and supporting subsurface flows shall
16 not be subject to allocation among the Parties pursuant to this Judgment.

17 g. Surface waters and supporting subsurface flows may be used by Pomona and
18 San Antonio to satisfy Replacement Water obligations as provided in Article VIB, Section 5.

19 2. **Loss of Priorities.** By reason of the long continued overdraft in the Six Basins, and
20 in light of the complexity of determining appropriative priorities and the need for conserving and
21 making maximum beneficial use of the water resources of the State, each and all of the Parties listed
22 in Exhibit "D" are estopped and barred from asserting special priorities or preferences *inter se* to
23 groundwater except as expressly provided herein. All the Parties' rights to groundwater are
24 accordingly deemed and considered to be of equal priority unless otherwise expressly stated herein.

25 3. **Limitations on Export.** Other than the limitation on Pomona's use of 109 acre feet
26 as further described in Exhibit "D", any Party's share of the Operating Safe Yield, including
27 Carryover Rights and Transfers, may be produced and exported for use outside the Six Basins Area.
28

1 However, groundwater stored and recovered pursuant to a Storage and Recovery Agreement may be
2 produced and exported only in accordance with the terms and conditions of the Storage and Recovery
3 Agreement.

4 **4. No Abandonment of Rights.** It is in the interest of reasonable beneficial use of the
5 Six Basins Area and its water supply, that no Party be encouraged to take and use more water in any
6 Year than is actually required. Failure to produce all of the water to which a Party is entitled
7 hereunder shall, in and of itself, not be deemed to be, or constitute an abandonment of such Party's
8 right, in whole or in part.

9 **5. Pre-Existing Rights.** This Judgment controls each Party's rights to the Production,
10 Replenishment, Storage and Recovery of groundwater and expressly supersedes other rights, claims
11 or defenses arising from agreement, operation of law, prior use or a prior judgment to the extent that
12 they are inconsistent with this Judgment. However, nothing in this Judgment shall alter or affect any
13 rights or remedies that any Party may have under any contract or agreement with any other Party on
14 matters which are not inconsistent with or are unrelated to the provisions of this Judgment or as
15 provided in Article IVC herein.

16 **6. Physical Solution.** This Judgment represents a total and complete Physical Solution
17 for the Six Basins Area and all basins included therein. Although prior hydrologic and physical
18 conditions limited the Safe Yield to 19,300 acre feet per year, through the coordinated and equitable
19 management of the Four Basins and Two Basins Areas provided under this Judgment, an Operating
20 Safe Yield, Operating Plan and Base Annual Production Rights shall be independently established
21 for the Four Basins Area. However, La Verne shall be entitled to produce groundwater from the Two
22 Basins Area in addition to its equitable share of the Four Basins Operating Safe Yield, as provided
23 in accordance with the terms of this Judgment.

24 **7. Portability Between the Two Basins and Four Basins Areas.** A Party's right to
25 produce, store or recover groundwater accruing under this Judgment in the Four Basins Area may not
26 be transferred, exchanged or exercised in the Two Basins Area. A Party's right to produce, store or
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1 recover groundwater accruing under this Judgment in the Two Basins Area may not be transferred,
2 exchanged or exercised in the Four Basins Area.

3 **B. Rights of the Parties to Produce Groundwater from the Four Basins.**

4 **1. Declaration of Rights.** The Parties listed in Exhibit "D" are the owners of
5 appropriative rights, including rights by prescription, and exercised and unexercised overlying rights
6 of equal priority, and each Party shall be entitled to produce groundwater under the Physical Solution
7 and to share in the Operating Safe Yield of the Four Basins according to the percentages set forth in
8 Exhibit "D" as Base Annual Production Rights in a manner consistent with the provisions of this
9 Judgment.

10 **2. Carryover Rights.** Any Party that produces less than its share of the Operating Safe
11 Yield in any Year shall have the right to carry the unproduced portion forward to be produced in the
12 following year subject to the following limitations: (a) the first water produced in any Year shall be
13 deemed to be an exercise of any Carryover Right; (b) a Party's Carryover Right cannot exceed 25
14 (twenty-five) per cent of such Party's share of the current Operating Safe Yield for the prior Year,
15 and (c) Carryover Rights may be lost in the event replenishment is discontinued or curtailed as
16 provided below in Article IIIB, Section 7

17 **3. Transferability of Rights.** Subject to the limitations set forth in ⁺his Judgment, a Base
18 Annual Production Right and its associated percentage of the Operating Safe Yield, as well as any
19 Carryover Rights and water stored under a Storage and Recovery Agreement, may be transferred, in
20 whole or in part, among existing Parties or to any other person that becomes a Party on either a
21 temporary or permanent basis provided that no Party is substantially injured by the Transfer. Pro-
22 duction pursuant to any such Transfer shall be subject to the limitations on carryover and portability
23 set forth in Article IIIB, Section 4. Any such Transfer shall become effective upon being recorded
24 with Watermaster. Watermaster shall revise Exhibit "D" annually, to reflect any permanent
25 Transfers. The permanent Transfer of any Party's full Base Annual Production Right shall require
26 Watermaster approval. Upon Watermaster approval the permanent Transfer of a Party's full Base
27 Annual Production Right may require an adjustment in the Party representatives to the Watermaster
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1 and the number of votes of the Party's representatives as provided in Article V. Notwithstanding the
2 provision of this Article IIIB, Section 3, Pomona shall not be entitled to Transfer 109 acre feet of its
3 Base Annual Production Right and its associated percentage of Operating Safe Yield.

4 **4. Portability of Rights Among the Four Basins.** Any Party with a Base Annual
5 Production Right, shall have the right to produce its share of the Operating Safe Yield of the Four
6 Basins, including any Carryover Rights or Transfers, from any or all of the Four Basins, subject to
7 the following conditions.

8 **a. No Substantial Injury.** Any groundwater production from a "new" location
9 shall not cause substantial injury to another Party.

10 **b. Advance Written Notice to Watermaster.** Any Party that intends to
11 undertake any of the following actions shall provide thirty (30) days' advance written notice to the
12 Watermaster: (i) acquire, construct or operate a "new" groundwater production facility in any one
13 of the Four Basins in which it is then producing groundwater; (ii) change the point of extraction from
14 an existing groundwater production facility to a "new" groundwater production facility where the old
15 and the new groundwater production facilities are both within the Canyon or Upper Claremont
16 Heights or Lower Claremont Heights Basins; (iii) change the point of extraction from an existing
17 groundwater production facility on one side of the Indian Hill Fault to a "new" facility on the other
18 side of the Indian Hill Fault.

19 **c. Prior Watermaster Approval.** Any Party that changes the point of extraction
20 from an existing groundwater production facility on one side of the Indian Hill Fault to a "new"
21 facility located on the other side of the Indian Hill Fault and increases the cumulative rate of annual
22 extraction therefrom by more than 2,000 acre feet per year shall be required to obtain the prior written
23 approval of the Watermaster.

24 **d. New Facility Defined.** "New" as used in this Section 4 means either (i) an
25 increase or enlargement in the pre-existing design capacity of a groundwater production facility or
26 (ii) a movement in the location of a groundwater extraction facility by more than three hundred (300)
27 feet or from one legal parcel to another legal parcel.

28

1 e. **Procedure for Resolution of Disputes.** The Watermaster shall make all
2 necessary determinations and resolve all disputes arising under this Article IIIB, Section 4 in
3 accordance with the provisions of Article VIII.

4 5. **Rights to Unused Groundwater Storage Capacity.** From time to time there may
5 exist in the Four Basins, unused storage capacity. Parties holding Base Annual Production Rights
6 pursuant to this Judgment and TVMWD for the sole purpose of storing Imported Water, shall have
7 the exclusive rights to use such storage capacity, and subject to the complete discretion of the
8 Watermaster, may sink, spread or inject water into the Four Basins Area pursuant to a Storage and
9 Recovery Agreement.

10 6. **Priorities for Use of Groundwater Storage Capacity.** In directing spreading and
11 controlling the use of groundwater storage capacity, the Watermaster shall give first priority to
12 Replenishment Water; second priority to Carryover Rights; third priority to Storage and Recovery
13 of water which is naturally tributary to the Six Basins Area; fourth priority to Storage and Recovery
14 of Imported Water, and fifth priority to Storage and Recovery of other water.

15 7. **Loss of Stored and Carryover Water.** After providing notice and opportunity to be
16 heard to any affected Party pursuant to Article IXA, if the Watermaster reasonably determines that
17 Replenishment had to be terminated or curtailed in any year, or that Replenishment Water was
18 rejected because of insufficient storage capacity, some or all of a Party's unproduced Carryover
19 Rights or Storage and Recovery rights may be deemed lost. The amount of water subject to loss shall
20 be equal to that quantity of Replenishment Water which was curtailed or rejected solely because of
21 insufficient storage capacity in the Four Basins.

22 The burden of a determination by Watermaster that rejected recharge has occurred and that
23 there shall be a loss of stored and Carryover water, shall be shared proportionately by each Party to
24 the extent the quantity of water held by each Party at the time of the loss bears to the total quantity
25 of water within each of the classification. Any losses shall be charged first to the storage of other
26 water, then to the storage of Imported Water, then to the storage of Native Water, then to Carryover
27 Water as expressly set forth below.

- a. Highest priority shall be given to Replenishment Water.
- b. Second priority against loss shall be given to Carryover Water.
- c. Third priority against loss shall be given to storage of Native Water.
- d. Fourth priority against loss shall be given to storage of Imported Water.
- e. Fifth priority against loss shall be given to storage of other water.

8. **Consideration of Groundwater Levels.** Watermaster shall make every reasonable effort to establish water operations limits so that the spreading of Replenishment or Replacement water, groundwater storage pursuant to a Storage and Recovery Agreement, or the determination of Operating Safe Yield shall not cause high groundwater levels that result in material damage to overlying property (not including sand and gravel excavations or operations) or cause groundwater to surface above the undisturbed natural terrain.

C. **The Parties' Rights to Groundwater and Storage in the Two Basins.**

1. **Declaration of Rights.** In recognition of the remediation efforts that are likely to be necessary to maximize groundwater production from the Two Basins; because of the detected high nitrate concentrations and in recognition that La Verne is uniquely situated to remedy these water quality conditions and exploit future opportunities; because of the minimal hydrologic communication between the Four Basins and Two Basins, and in furtherance of a complete and total physical solution for the Six Basins Area, La Verne shall have the right to produce as much groundwater as it may reasonably withdraw from the Two Basins Area on an annual basis so long as it does not substantially injure the rights of any other Party.

2. **Storage and Recovery.** La Verne has the sole right to use available storage capacity in the Two Basins in its complete discretion for the Storage and Recovery of groundwater so long as it does not cause substantial injury to any other Party. La Verne shall not be required to obtain a Storage and Recovery Agreement from the Watermaster for Storage and Recovery programs carried out within the Two Basins Area provided that (i) such production or use of storage capacity shall not cause substantial injury to any other Party and (ii) La Verne provides 60 (sixty) days' advance written notice to Watermaster before initiating such a Storage and Recovery program.

1 **3. Transferability of Rights.** Subject to the limitations set forth in Article III A,
2 Section 7, La Verne's right to produce groundwater from the Two Basins Area may be transferred,
3 in whole or in part, among existing Parties or to any other person that becomes a Party, on either a
4 temporary or permanent basis provided that no Party is substantially injured by the Transfer. The
5 permanent Transfer of the right to produce groundwater from the Two Basins Area shall not be
6 effective until approved by Watermaster.

7 **D. Rights and Responsibilities of PVPA.**

8 **1. Spreading Operations.** PVPA and the other Parties have negotiated a Supplemental
9 Memorandum of Agreement, attached hereto as Exhibit "C". This Supplemental Memorandum of
10 Agreement and all modifications or amendments thereto shall include a provision for Watermaster's
11 indemnity of PVPA for all Replenishment activities undertaken by PVPA at the direction of the
12 Watermaster. Within sixty (60) days of entry of this Judgment, Watermaster and PVPA shall execute
13 the Agreement. Upon execution, the Agreement shall become part of the Physical Solution. PVPA
14 shall not be required to execute a Storage and Recovery Agreement with Watermaster for its
15 Replenishment activities carried out under the direction of the Watermaster. The Spreading
16 operations conducted by PVPA may result in incidental Replenishment to the Two Basins Area and
17 none of the Parties have a right to object thereto. This Replenishment is authorized under the
18 Judgment.

19 **2. Waiver of Claims Against PVPA.** The Parties expressly waive any and all claims
20 against PVPA arising from facts, conditions or occurrences in existence before the Effective Date and
21 arising from PVPA's spreading operations including but not limited to water quality degradation,
22 subsurface infiltration, high groundwater or groundwater Overdraft within the Six Basins Area.

23 **E. Non-parties.**

24 **1. Minimal Producers.** Minimal producers are not bound or affected by this Judgment.
25 No person may produce twenty-five acre feet or more in any Year without becoming a Party.

2. **Parties' Rights Versus Non-parties Reserved.** The Parties expressly reserve all rights, without limitation, concerning any and all claims raised by persons not a Party to this Judgment as provided in Article IV C Section 1.

IV. REMEDIES

A. **Injunctions.**

1. **Injunction Against Unauthorized Production.** Each and every Party, its officers, agents, employees, successors and assigns is enjoined and restrained from producing water from the Six Basins except as authorized herein.

2. **Injunction Against Unauthorized Storage.** Each and every Party, its officers, agents, employees, successors and assigns is enjoined and restrained from storing water in the Six Basin Area except as authorized herein.

3. **Injunction Against Unauthorized Replenishment.** Each and every Party, its officers, agents, employees, successors and assigns is enjoined and restrained from replenishing water in the Six Basin Area except as authorized herein.

B. **Continuing Jurisdiction**

1. **Jurisdiction Reserved.** Full jurisdiction, power and authority are retained by and reserved to the Court upon the application of any Party, by a motion noticed in accordance with the review procedures of Article XIA, Section 6 hereof, to make such further or supplemental order or directions as may be necessary or appropriate for interpretation, enforcement or implementation of this Judgment, and to modify, amend or amplify any of the provisions of this Judgment or to add to the provisions thereof consistent with the rights herein decreed; provided that nothing in this paragraph shall authorize a reduction of the Base Annual Production Right of any Party except pursuant to a Transfer.

2. **Intervention After Judgment.** Any Non-party who proposes to produce Groundwater from the Six Basins Area in an amount equal to or greater than 25 acre feet per Year, may seek to become a Party to this Judgment through (a) a stipulation for intervention entered into with Watermaster or (b) any Party or Watermaster filing a complaint against the Non-party requesting

1 that the Non-party be joined in and bound by this Judgment. Watermaster may execute said Stipu-
2 lation on behalf of the other Parties herein, but such stipulation shall not preclude a Party from
3 opposing such intervention at the time of the Court hearing thereon. A stipulation for intervention
4 must thereupon be filed with the Court, which will consider an order confirming said intervention
5 following thirty (30) days' notice to the Parties. Thereafter, if approved by the Court, such intervenor
6 shall be a Party bound by this Judgment and entitled to the rights and privileges accorded under the
7 Physical Solution herein, including a Base Annual Production Right in an amount equal to its average
8 annual production in the twelve-year period beginning on January 1, of 1985 and ending on
9 December 31, 1996, or any Base Annual Production Right it may obtain by a transfer.

10 C. Reservation of Other Remedies.

11 1. Claims By and Against Non-parties. Nothing in this Judgment shall expand or
12 restrict the rights, remedies or defenses available to any Party in raising or defending against claims
13 made by any Non-party. Any Party shall have the right to initiate an action against any Non-party
14 to enforce or compel compliance with the provisions of this Judgment.

15 2. Claims Between Parties on Matters Unrelated to the Judgment. Nothing in this
16 Judgment shall either expand or restrict the rights or remedies of the Parties concerning subject
17 matter which is unrelated to the quantity and quality of groundwater allocated and equitably managed
18 pursuant to this Judgment other than as provided in Article IIIA, Section 1.

19 3. Groundwater Levels. Except as expressly provided herein, nothing in this Judgment
20 shall either expand or restrict the rights or remedies at law that any Party may have against any other
21 Party for money damages to real or personal property resulting from high groundwater or defenses
22 thereto for events or occurrences after the Effective Date.

23 V. WATERMASTER

24 A. Composition, Voting and Compensation. The Watermaster shall be a committee
25 composed of one representative of each of the following Parties, and each representative shall have
26 the authority to cast the indicated number of votes on any question before the committee:

27 City of La Verne

5 votes

1	City of Pomona	5 votes
2	City of Upland	5 votes
3	Southern California Water Company	5 votes
4	City of Claremont	2 votes
5	TVMWD	2 votes
6	PVPA	2 votes
7	Simpson Paper	1 vote
8	Pomona College	1 vote
9	San Antonio	1 vote

10 Committee representatives having the combined authority to cast twenty votes shall constitute a
11 quorum for the transaction of affairs of Watermaster and seventeen affirmative votes shall be required
12 to constitute action by Watermaster. Representatives shall be compensated for their services by their
13 respective appointing authorities. Representatives may be reimbursed by Watermaster for out of
14 pocket expenses incurred on authorized Watermaster business.

15 **B. Nomination and Appointment Process.** Each of the Parties named in Article VA,
16 above, shall within thirty (30) days of entry of this Judgment submit to the Court its nominees for its
17 representative member of the Watermaster Committee and one alternate and the Court shall in the
18 ordinary course confirm the same by an appropriate order of appointment. Once appointed
19 representatives and their alternates shall normally serve until a replacement is designated by the Party
20 or until removed by the Court. If a representative or alternate is no longer willing or able to serve
21 for any reason the Party represented by such member or alternate shall promptly submit a
22 replacement for the member or their alternate. There shall be no need for replacement representative
23 members or alternates to be approved by the Court. In its annual report to the Court, Watermaster
24 shall update the list of its representative members and alternates.

25 **C. Succession.** For the purpose of determining whether a permanent Transfer of a Base
26 Annual Production Right shall affect whether a Party shall have a Representative on the Watermaster
27 Committee and the number of votes held by the representative, the following guidelines shall apply
28

1 1. **Partial Succession.** The permanent Transfer of less than any Party's full Base
2 Annual Production Right shall be considered a "partial" succession. A partial succession shall not
3 create any new or additional voting rights in the successor Party or require any modifications to the
4 rules and procedures under this Article V. The full Base Annual Production Right of any Party shall
5 be equal to the entire quantity of the Base Annual Production Right for that Party set forth in Exhibit
6 D on the Effective Date.

7 2. **Non-Party Successor.** A permanent Transfer of the full Base Annual
8 Production Right of any Party to a Non-Party shall automatically include the authority to cast the
9 number of votes held by the Party. In addition, the Non-Party shall succeed to all other rights and
10 responsibilities of their predecessor Party under this Judgment.

11 3. **Party Successor.** A permanent Transfer of the full Base Annual Production
12 Right between Parties shall automatically include the authority to cast a number of votes equal to the
13 greater of: (a) the number of votes indicated for the acquiring Party on the Effective Date or (b) the
14 number of votes indicated for the Party whose Base Annual Production Right has been acquired at
15 the time the Transfer is approved by the Watermaster. The number of votes equal to the lesser of 3(a)
16 or 3(b) shall be extinguished. The acquisition of one Party's full Base Annual Production Right by
17 another Party shall not cause a change in the number of votes required to constitute a quorum or to
18 take an action under this Article. However, in the event more than two votes are eliminated, any
19 Party or the Watermaster upon its own motion, may petition the Court to revise the required number
20 of votes to constitute a quorum or to take action under this Judgment.

21 D. **Powers and Duties.** Subject to the continuing supervision and control of the Court
22 and the limitations set forth in this Judgment, Watermaster shall have and may exercise the following
23 express powers, and shall perform the following duties, together with any specific powers, authority
24 and duties granted or imposed elsewhere in this Judgment or hereafter ordered or authorized by the
25 Court in the exercise of its continuing jurisdiction:

- 26 1 Developing, Maintaining and Implementing the Operating Plan.
27 2 Adopting Rules, Regulations, Procedures, Criteria and Time Schedules
28

3. Acquiring or Investing in Facilities or Facility Improvements.
4. Acquiring or Investing in Monitoring Facilities.
5. Inspecting and Testing Measuring Devices.
6. Levying Assessments
7. Requiring the Acquisition of and Recharge of Replacement Water.
8. Contracting for Necessary Services. (Including the execution of agreements regarding spreading and groundwater modeling.)
9. Employing Agents, Experts and Legal Counsel provided that Watermaster shall not contract with or otherwise engage a Party with a Base Annual Production Right to perform directly or indirectly, administrative services. However, this limitation shall not apply to spreading services under Exhibit C, and meter reading.
10. Adopting an annual budget for monitoring and reporting legal and administrative costs.
11. Managing Watermaster Funds.
12. Cooperating with Federal, State and Local Agencies.
13. Entering and Administering Storage and Recovery Agreements.
14. Maintaining a Notice List.
15. Reporting Annually to the Court.
16. Engaging in Dispute Resolution.
17. Prosecuting litigation against Non-parties in furtherance of the Judgment.
18. Limiting groundwater production to Operating Safe Yield during a Water Shortage Emergency.

E. **Organization and Meetings.** At its first meeting in each Year Watermaster shall elect a chair, vice chair, secretary and treasurer and such other officers as may be appropriate. Watermaster shall hold regular meetings at places and times specified in its rules and regulations, and may hold such special meetings as may be required. Watermaster shall provide notices of all regular and special meetings to all parties and any person requesting notice in writing. Any meeting may be adjourned

1 to a time and place specified in the order of adjournment. Meetings shall be conducted to the extent
2 practicable in accordance with the provisions of the California Open Meetings Law ("Brown Act")
3 *California Government Code Section 54950*, et seq as it may be amended from time to time.

4 F. **Limits on Assessments.** Watermaster shall not have the authority to levy assessments
5 beyond those specifically described herein.

6 **VI. PHYSICAL SOLUTION FOR THE SIX BASINS AREA**

7 A. **General Purposes and Objectives.**

8 1. **Physical Solution is Consistent With the Public Interest.** The Physical Solution
9 is consistent with each Party's full enjoyment and the reasonable exercise of its respective water
10 rights will not materially injure the interests of any Parties and will promote coordinated groundwater
11 management with due regard for the environment and it is therefore consistent with the public interest
12 and the reasonable and beneficial use of water.

13 2. **Balance of Equities.** This Physical Solution constitutes a legal and practical means
14 for balancing the needs of the Parties for a reliable water supply, providing an appropriate incentive
15 for remediation of poor water quality conditions, managing the available groundwater storage
16 capacity to protect against loss of available groundwater and against damage from high groundwater
17 levels with due regard for the environment.

18 3. **Flexibility.** It is essential that this Physical Solution provides maximum flexibility
19 so that the Watermaster and the Court may be free to adapt and accommodate future changed
20 conditions or new institutional or technological considerations. To that end the Court's retained
21 jurisdiction may be utilized to augment or adjust the Physical Solution without adjustment to a Party's
22 Base Annual Production Right.

23 B. **Guidelines for Operation of Four Basins Area.**

24 All production, replenishment, replacement, and Storage and Recovery of water in the Four
25 Basins Area must be conducted pursuant to the Operating Plan adopted by Watermaster in accordance
26 with the principles and procedures contained in this Judgment. The following general pattern of
27 operations is contemplated:

28

1 **1. Replenishment.** Groundwater will be replenished pursuant to Exhibit "E" or under
2 any other replenishment program or activity to the extent water which is naturally tributary to the Six
3 Basin Area, is available for that purpose and can safely be spread.

4 **2. Storage and Recovery.** Other Native Water, imported water or other water may be
5 stored and recovered pursuant to Storage and Recovery Agreements.

6 **3. Operating Safe Yield.** Watermaster will annually, not later than September 15,
7 establish the Operating Safe Yield for the Four Basins for the following Year, taking into
8 consideration the amount of water in storage and the need to control water table elevations.
9 Watermaster shall review the condition of the Four Basins at least quarterly during the Year and may
10 make any appropriate adjustments of the Operating Safe Yield.

11 **4. Production.** In any Year, each Party will be free to produce its share of the Operating
12 Safe Yield, including any Carryover Rights or Transfers, plus any water authorized to be recovered
13 pursuant to a Storage and Recovery Agreement. Except upon Transfer, no change shall be made to
14 any Party's Base Annual Production Rights.

15 **5. Replacement Water.** Notwithstanding any limitation contained in this Judgment, a
16 Party may produce and export water from the Four Basins in excess of its Base Annual Production
17 Right and its share of the Operating Safe Yield, plus unused Carryover rights and recoverable
18 groundwater pursuant to an approved Storage and Recovery Agreement, subject to the requirement
19 to provide Replacement Water in the manner set forth herein.

20 **a. Obligation to Provide Replacement Water.** To the extent a Party's
21 production in the Four Basins or in any basin exceeds that Party's share of the Operating Safe Yield,
22 plus unused Carryover rights and recoverable groundwater pursuant to an approved Storage and
23 Recovery Agreement, the Party shall arrange for delivery of Replacement Water in an amount equal
24 to the Party's excess production by any of the following: (i) acquiring Replacement Water directly
25 from TVMWD except Upland which may also acquire Replacement Water from the Inland Empire
26 Utilities Agency ("the Empire"); (ii) arranging for delivery of a Native water supply other than
27 Replenishment Water, or (iii) paying a Replacement Water Assessment to Watermaster for the
28

purpose of acquiring Replacement Water directly from TVMWD except as to Upland for which Watermaster may acquire replacement water from the Empire.

b. **In Lieu Procedures.** Replacement Water may be supplied through In-Lieu Procedures, spreading or other method at a place, time and manner, acceptable to Watermaster, for a price and upon terms to be determined by TVMWD except as to Upland for which the price and terms may be determined by the Empire.

c. **Replacement Water Assessment.** Watermaster will use Replacement Water Assessment proceeds to acquire Replacement Water from TVMWD, or as to Upland, the Empire.

6. **Development, Maintenance and Implementation of the Operating Plan.** Watermaster is directed to maintain and implement the Operating Plan such that Production, Replenishment and Storage and Recovery of water are consistent with and implement the purpose and objectives of the Physical Solution herein. The Operating Plan shall include rules, regulations, procedures, criteria and time schedules, as appropriate, for at least the following elements:

- a. Establishing and adjusting the Operating Safe Yield.
- b. Replenishment.
- c. Execution of supplemental agreements with PVPA regarding spreading grounds and the funding thereof.
- d. Acquisition and delivery of Replacement Water.
- e. Standard terms and conditions of Storage Agreements.
- f. Replenishment, replacement and storage limits needed to protect against high groundwater levels.
- g. Remediation of water quality problems.
- h. Monitoring systems and protocols, including such for groundwater levels.
- i. Monitoring, reporting and verification programs.
- j. Transfers.
- k. Annual budgets.
- l. Financial management.

1 m. Reporting to the Court.

2 n. Levying Assessments.

3 7. **Initial Operating Plan.** Within six months of the effective date of this Judgment
4 Watermaster shall submit to the Court for approval an initial Operating Plan. An outline of the Initial
5 Operating Plan is attached as Exhibit "G."

6 8. **Annual Review of the Operating Plan.** Watermaster shall review the Operating Plan
7 at least annually and, subsequent to each such review, submit to the Court for its approval any
8 proposed amendments or revisions.

9 9. **Replenishment.** PVPA and Pomona historically augmented the Native Safe Yield
10 within the Four Basins Area through replenishment programs or activities. For many years these
11 replenishment programs or activities have resulted in the spreading and percolation of native waters
12 originating in the San Antonio Canyon and Evey Canyon. To the extent such waters have been
13 historically spread, they comprise a portion of the Safe Yield and Operating Safe Yield subject to
14 management under this Physical Solution.

15 a. All Replenishment shall be at the direction of the Watermaster.

16 b. At the direction and sole discretion of the Watermaster PVPA shall, pursuant
17 to the Memorandum of Agreement set forth in Exhibit "C" or any subsequent
18 amendments thereto, continue to spread such native waters as it receives.

19 c. Unless it is acting for the benefit of another Party pursuant to a Storage and
20 Recovery Agreement approved by the Watermaster, except for Replacement Water,
21 all water PVPA spreads, sinks or injects shall be considered Replenishment and shall
22 comprise a portion of the Operating Safe Yield.

23 d. Although Pomona has no continuing obligation to spread or replenish, all
24 waters spread in excess of its "historical replenishment" shall not be considered
25 Replenishment and a part of the Operating Safe Yield of the Four Basins Area. The
26 "historical replenishment" of Pomona shall be equal to a twelve (12) year annual
27 average for the twelve (12) years immediately preceding the filing of the complaint
28

(1985-1996), which is determined to be one-hundred and thirty) acre feet. All water Pomona spreads, sinks or injects, or causes to be spread, sunk or injected (collectively augmentation) in excess of the historical replenishment shall not be considered a portion of the Operating Safe Yield, and shall not be allocated among the Parties pursuant to their Base Annual Production Rights. Pomona shall be entitled to produce such excess quantity in addition to its Base Annual Production Right under a pre-approved Storage and Recovery Agreement as provided in Article VIA, Section 10 in a form substantially similar to Exhibit F hereto, which is ordered to be executed by Watermaster and Pomona within sixty (60) days from the Effective Date. Measurement of Pomona's rights to recover water under any Storage and Recovery Agreement shall be administered as follows:

- i. Pomona shall be entitled to recover the amount by which its augmentation of water over the twelve (12) year period ending with the current year exceeds 1,560 acre feet.
- ii. If less than twelve (12) years have elapsed since the effective date of this Judgment, Pomona shall have the right to recover the amount by which the total number of acre feet of groundwater augmented by Pomona exceeds one hundred thirty (130) acre feet times the number of years elapsed.
- iii. The amount in excess of Pomona's historical replenishment may be recovered by Pomona as provided in the Storage and Recovery Agreement.

10. Storage and Recovery Pursuant to Storage and Recovery Agreements.

Watermaster may enter a Storage and Recovery Agreement with any Party holding a Base Annual Production Right or TVMWD so long as the Storage and Recovery of groundwater will not cause an unreasonably high groundwater table and physical damage. A Storage and Recovery Agreement shall contain uniform terms and conditions as set forth in the Operating Plan and may also contain

special terms and conditions as deemed appropriate by Watermaster. Water that may be stored pursuant to a Storage Agreement includes any water other than Replenishment Water including augmentation in excess of historical replenishment as expressly set forth under Article VIB, Section 9.

11. **Special Projects.** Any Party may propose for Watermaster approval, special projects including projects for controlling water levels or for remediation of water quality problems. Any such proposal shall be accompanied by an analysis that identifies the benefits of the project as well as any potential adverse impacts on any Party and any proposed mitigation measures. After notice to all Parties, if any Party files a written objection to the proposed project, Watermaster shall hold a hearing to determine whether the objections to the proposed project can be resolved. If there are no objections or if objections are resolved to the satisfaction of the Parties or if Watermaster determines that the objections are without merit, then Watermaster shall approve the proposed project. Groundwater produced under authorization as a Special Project shall not be eligible for the accrual of Carryover Rights unless authorized by Watermaster.

12. **Temporary Surplus Groundwater.** From time to time it may be in the best interest of the Parties, for the control of high groundwater, water quality remediation or other reasons, to produce groundwater over and above the then declared Operating Safe Yield. Therefore, from time to time, the Watermaster may declare a Temporary Surplus of groundwater to be available for production. The Parties' rights to the Temporary Surplus shall be in the same percentages as the Base Annual Production Right bears to the Operating Safe Yield. A Party's rights to temporary surplus shall not be eligible for the accrual of Carryover Rights set forth in Article IIIB, Section 2.

C. **Guidelines for Operation of the Two Basins Area.** All Production, Replenishment and Storage and Recovery rights for groundwater in the Two Basins Area are reserved to La Verne. However, La Verne's Production, Replenishment and Storage and Recovery of groundwater must not substantially injure other Parties.

1. **Replenishment.** La Verne shall have sole and complete discretion in the operation of Replenishment programs in the Two Basins Area provided that no other Party is substantially

1 injured by the program. La Verne shall provide written notice to Watermaster sixty (60) days in
2 advance of any Replenishment program being undertaken.

3 **2. Storage and Recovery.** La Verne shall have sole and complete discretion in the
4 operation of a Storage and Recovery program in the Two Basins Area provided that no other Party
5 is substantially injured by the program. La Verne shall provide written notice to Watermaster sixty
6 (60) days in advance of any Storage and Recovery program being undertaken. La Verne shall
7 annually report the quantity of groundwater stored pursuant to a Storage and Recovery Program in
8 the Two Basins Area.

9 **3. Production.** La Verne shall have sole and complete discretion to produce
10 groundwater from the Two Basins Area provided that no other Party is substantially injured by such
11 production. La Verne shall report its groundwater production to the Watermaster on a monthly basis.

12 **VII. ASSESSMENTS**

13 **A. Ground Rules**

14 **1. Authorization.** Subject to the continuing supervision of the Court and the limitations
15 set forth in the Judgment, Watermaster is authorized to levy assessments to fund Replacement Water
16 acquisition costs, administrative costs and other costs determined by Watermaster to be necessary for
17 the implementation of the physical solution.

18 **2. Assessment Spread.** Excluding Replacement Water Assessments, all assessments
19 levied by the Watermaster shall be spread such that Claremont, Pomona College and TVMWD
20 (collectively, the "Minor Parties") shall each individually be assessed three and one half (3.5) percent
21 of the total assessment, and eighty-nine and one half (89.5) percent of the total assessment is spread
22 among La Verne, Pomona, Upland, San Antonio, West End, ~~Simpson~~ and SCWC (collectively, the
23 "Major Parties") in proportion to their then-current holdings of Base Annual Production Rights,
24 provided that for assessments other than for Replacement Water or administration (a) the total amount
25 spread among Minor Parties shall not exceed sixty-thousand \$60,000, escalated, in any year without
26 their unanimous consent and (b) the total amount spread among the Major Parties in any year shall
27 not exceed ten dollars (\$10 00), escalated, per acre foot of their Base Annual Production Rights
28

1 without their unanimous consent. "Escalated" shall mean an annual adjustment in the specified dollar
2 value based upon the Consumer Price Index for Southern California in the immediately preceding
3 Year. No escalation adjustment shall be made until the Judgment has been in effect for twelve
4 consecutive calendar months. PVPA shall not have any obligation to pay any assessments.

5 **3. Administrative Assessment.** Watermaster is authorized to levy an annual assessment
6 that is sufficient to fund the costs of administering the Judgment. The administrative assessment shall
7 not exceed the cost of Watermaster's administrative budget and shall be due and payable according
8 to a schedule established by Watermaster. The administrative assessment for the first Year following
9 entry of Judgment shall be \$8.00 ^{per AF} and shall be due and payable on January 15, 1999. Late payment
10 shall bear an interest penalty to be established annually by Watermaster. (*escalated?*)

11 **4. Replacement Water Assessments.** To the extent Watermaster must acquire and
12 recharge the groundwater with Replacement Water pursuant to the terms of this Judgment, in order
13 to fund the costs thereof, Watermaster is authorized to levy Replacement Water Assessments.
14 Replacement Water Assessments levied against any Party shall be sufficient to pay the costs to
15 replace such Party's production in excess of the sum of such Party's share of the Operating Safe Yield,
16 any Carryover Right or Transfers and any storage recovery, Production of Temporary Surplus or
17 pursuant to Special Project authorization, during the prior Year, minus any Replacement Water
18 provided to Watermaster by the Party. Any Replacement Water Assessment shall be paid within
19 sixty (60) days from the date of the written invoice from Watermaster.

20 **VIII. DISPUTE RESOLUTION**

21 **A. Entity for Resolution of Dispute.** All disputes arising under this Judgment initially
22 shall be submitted to Watermaster for resolution in accordance with the provisions of this Article.

23 **B. Determination Regarding Substantial Injury.** Any Party having a right to be
24 protected against "substantial injury" caused by any other Party; the right to proceed so long as not
25 causing substantial injury to another party; or any other claim, right or remedy against any other
26 Party arising under the provisions of this Judgment may file a written request with the Watermaster
27 to hold a hearing.
28

1 C. Notice and Hearing. Upon receipt of the written request, Watermaster shall provide
2 written notice to each Party which generally describes the nature of the dispute. Thereafter,
3 Watermaster shall cause an item to be placed on the agenda for the next regularly scheduled meeting
4 of the Watermaster or if requested by the moving Party, call a special meeting for the purpose of
5 providing a full hearing of the dispute and providing the interested Parties with notice and
6 opportunity to be heard. No later than 30 days following the conclusion of the hearing(s)
7 Watermaster shall issue a written decision which is dispositive of the dispute and which is supported
8 by written findings. Any Party may seek review of an adverse decision of the Watermaster in
9 accordance with the provisions of Article IX.

10 **IX. ADDITIONAL PROVISIONS**

11 A. Procedure

12 1. Designation of Address for Notice and Service. Each Party shall designate the name
13 and address to be used for purposes of all subsequent notices and service herein, either by its
14 endorsement on the Stipulation for Judgment or by a separate designation to be filed within thirty
15 (30) days after Judgment has been entered. Said designation may be changed from time to time by
16 filing a written notice of such change with Watermaster. Any Party desiring to be relieved of
17 receiving notices of Watermaster activity may file a waiver of notice on a form to be provided by
18 Watermaster. Watermaster shall maintain at all times a current list of Parties to whom notices are
19 to be sent and their address for purposes of service. Watermaster shall also maintain a full current
20 list of names and addresses of all Parties or their successors, as filed herein. Copies of such lists shall
21 be available to any person. If no designation is made, a Party's designee shall be deemed to be, in
22 order of priority: (i) the Party's attorney of record; (ii) if the Party does not have an attorney of
23 record, the Party itself at the address on the Watermaster list.

24 2. Service of Documents. Delivery to or service upon any Party by Watermaster, by any
25 other Party, or by the Court, of any document required to be served upon or delivered to a Party under
26 or pursuant to this Judgment shall be deemed made if made by deposit thereof (or by copy thereof)

1 in the mail, first class postage prepaid, addressed to the designee of the Party and at the address
2 shown in the latest designation filed by that Party.

3 **3. Recordation of Notice.** Within sixty (60) days following entry of this Judgment,
4 Watermaster shall record in the office of the County Recorder of the Los Angeles and San Bernardino
5 Counties a notice substantially complying with the notice content requirements set forth in *Section*
6 *2529 of the California Water Code* as it exists on the Effective Date.

7 **4. Judgment Binding on Successors.** Subject to specific provisions hereinbefore
8 contained, this Judgment and all provisions thereof are applicable to and binding upon and inure to
9 the benefit of not only the Parties to this action, but also to their respective heirs, executors,
10 administrators, successors, assigns, lessees, licensees and to the agents, employees and attorneys in
11 fact of any such Persons.

12 **5. Costs.** No Party stipulating to this Judgment shall recover any costs or attorneys fees
13 in this proceeding from another stipulating Party. In any future proceedings, the costs of notice or
14 service, shall be levied in accordance with the provisions of Article XIA, Section 6.

15 **6. Review Procedures.** Any action, decision, rule or procedure of Watermaster pursuant
16 to this Judgment shall be subject to review by the Court on its own motion or on timely motion by
17 any Party, as follows:

18 **a. Effective Date of Watermaster Action.** Any order, decision or action of
19 Watermaster pursuant to this Judgment on noticed specific agenda items shall be deemed to have
20 occurred on the date of the order, decision or action.

21 **b. Notice of Motion.** Any Party may, by a regularly noticed motion, petition the
22 Court for review of Watermaster's action or decision pursuant to this Judgment. The motion shall
23 be deemed to be filed when a copy, conformed as filed with the Court, has been delivered to
24 Watermaster together with the service fee established by Watermaster sufficient to cover the cost to
25 photocopy and mail the motion to each Party. Watermaster shall prepare copies and mail a copy of
26 the motion to each Party or its designee according to the official service list which shall be
27 maintained by Watermaster according to Article XIA, Section 1, a Party's obligation to serve notice
28

1 of a motion upon the Parties is deemed to be satisfied by filing the motion as provided herein. Unless
2 ordered by the Court, any such petition shall not operate to stay the effect of any Watermaster action
3 or decision which is challenged.

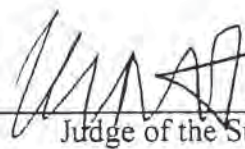
4 c. **Time for Motion.** A motion to review any Watermaster action or decision
5 shall be filed within ninety (90) days after such Watermaster action or decision, except that motions
6 to review Watermaster Assessments hereunder shall be filed within thirty (30) days of mailing of
7 notice of the Assessment.

8 d. **De Novo Nature of Proceeding.** Upon filing of a petition to review
9 Watermaster action, the Watermaster shall notify the Parties of a date when the Court will take
10 evidence and hear argument. The Court's review shall be de novo and the Watermaster decision or
11 action shall have no evidentiary weight in such proceeding.

12 e. **Payment of Assessments.** Payment of Assessments levied by Watermaster
13 hereunder shall be made when due, notwithstanding any motion for review of Watermaster action,
14 decision, rules or procedures, including review of Watermaster Assessments.

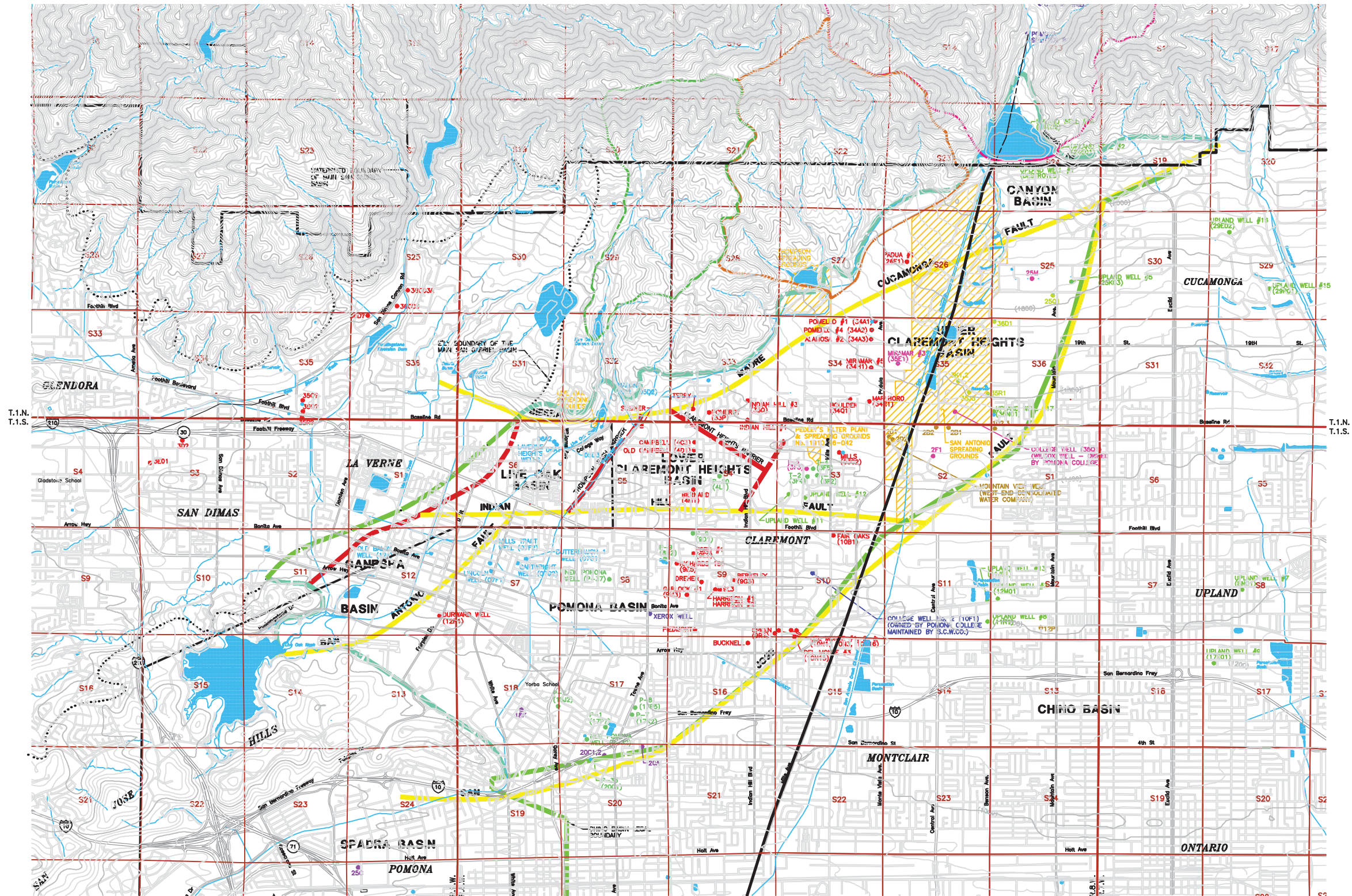
15
16 B. **Entry of Judgment.** The Clerk shall enter this Judgment.

17
18 DEC 18 1998
19 Dated: _____ 1998.

20 

Judge of the Superior Court

21 **WILLIAM J. McVITTIE**
22
23
24
25
26
27
28



T.1.N.
T.1.S.

T.1.N.
T.1.S.

LEGEND

- THOMPSON CREEK WATERSHED BOUNDARY
- LIVE OAK WATERSHED BOUNDARY
- SAN ANTONIO WATERSHED BOUNDARY
- FAULT LINE
- LEGAL BOUNDARY OF ADJACENT BASIN
- GEOLOGIC FEATURE
- ALLUVIUM BOUNDARY
- MAIN SAN GABRIEL BASIN WATERSHED BOUNDARY
- MAIN SAN GABRIEL BASIN
- GROUNDWATER RECHARGE FACILITY



SCALE: 1" = 2000'

CITY OF UPLAND WELLS

18J02	WELL AND NUMBER
STATE ID #	CITY ID #
24L1	UPLAND WELL #1 (DESTROYED)
24E02	UPLAND WELL #1A
24E01	UPLAND WELL #2
12M01	UPLAND WELL #3 (INACTIVE)
25K03	UPLAND WELL #5
8N01	UPLAND WELL #7
11R1	UPLAND WELL #8 (INACTIVE)
17E01	UPLAND WELL #9
3M5	UPLAND WELL #11 (DESTROYED)
3M1	UPLAND WELL #12 (DESTROYED)
11J01	UPLAND WELL #13 (INACTIVE)
29P01	UPLAND WELL #15
29E02	UPLAND WELL #16
36N01	UPLAND WELL #17

SAW.C. WELLS

18J02	WELL AND NUMBER
STATE ID #	COMPANY ID #
2501	SAWC WELL #17 (INACTIVE)
35R1	SAWC WELL #25 (INACTIVE)
35I3	SAWC WELL #26
3K1,2	SAWC WELL #27 (INACTIVE)
38D1	SAWC WELL #28 (INACTIVE)

CITY OF POMONA WELLS

18J02	WELL AND NUMBER
STATE ID #	CITY ID #
17P7	P-1
18J2	P-3
17K2	P-7
17P5	P-8
8H2	P-9
9D1	P-13
4L1	P-20
17P3	P-32
20C1	P-33
8F1	P-37
3F2	T-1
3F4	T-2
3F3	T-3
3F5	T-4

SIMPSON PAPER CO.

18J02	WELL AND NUMBER
STATE ID #	COMPANY ID #
18K	WELL 5
20A	WELL 1
20C1	WELL 2A
20C2	WELL 2B
25G	WELL 3

S.C.W.Co. WELLS

18J02		WELL AND NUMBER
STATE ID #	COMPANY ID #	STATE ID
34A3	ALAMOSA #2	9H3
9G3	BERKELEY	9R1
4M1	BERNARD	9I3
34Q1	BOULDER	9I2
4C3	CAMPBELL	33Q
35Q1	COLLEGE WELL	34R1
10N1	DEL MONTE #1	3Q2
10N3	DEL MONTE #2	35E1
10N15	DEL MONTE #3	34H1
10N16	DEL MONTE #4	28E1
9F	DREHER	12R1
12R1	DURWARD WELL	34A2
10B1	FAIR OAKS	33P
9E2	FORD #1	

KEY MONITORING WELLS

18J02	WELL AND NUMBER
STATE ID #	COMPANY ID #
12M01	UPLAND WELL #3
2F1	MT. VIEW #4
35E1	MIRAMAR #3
35Q1	COLLEGE WELL No. 1
3F3	T-3

POMONA COLLEGE

D NUMBER	
STATE ID #	COMPANY ID #
9M3	GARLOCK #1
9R1	GREEN
9L3	HARRISON #1
9L2	HARRISON #2
330	INDIAN HILL #3
34R1	MARLBORO
362	MILLS #1
35E1	MIRAMAR #3
34H1	MIRAMAR #5
26E1	PADUA #1
34A1	POMELLO #1
34A2	POMELLO #4
33P	POMEROY

W.E.C.W.C. WELLS

18J02	WELL AND NUMBER
STATE ID #	COMPANY ID #
502	CANYON RIDGE WELL (DESTROYED)
D2,3	LEMON HEIGHTS #4
D1	ML VIEW #1
D2	ML VIEW #2 (DESTROYED)
F1	ML VIEW #4
2P1	WEST END WELL #1 (INACTIVE)
B1	WEST END WELL #3
B2	WEST END WELL #4
5M1	UPLAND-FOOTHILL #1 (DESTROYED)
5L1,2	UPLAND-FOOTHILL #3

CITY OF LAVERNE WELLS

18J02	WELL AND NUMBER
STATE ID #	CITY ID #
07G2	CARTWRIGHT
07F1	LINCOLN
05D2	MALONE 2 (INACTIVE)
07F2	MILLS TRACT
12A	OLD BALDY
06A2	LAVERNE HEIGHTS 1
06A1	LAVERNE HEIGHTS 2
05D3	LAVERNE HEIGHTS 3
07G1	BUTTERBAUGH 1 (DESTROYED)

PREPARED BY:



SIX BASINS AREA

FINAL BOUNDARY MAP

DESIGN: JM/MR	CHECKED: WDB	SCALE: 1" = 2000'
DRAWN: PWH	J.N. 97106	SHEET 1 OF 1

EXHIBIT "A"

EXHIBIT B

DESCRIPTION OF SIX BASINS AREA

The Six Basins Area lies between the San Jose Hills on the south, the Chino Basin on the east, the San Gabriel Mountains on the north and the Main San Gabriel Basin on the west. The boundaries of the Main San Gabriel Basin are set forth in the Judgment in the case of the *Upper San Gabriel Valley Municipal Water District vs. City of Alhambra, et al.*, Superior Court of the State of California, Los Angeles County, Case No. 924128, and the boundaries of the Chino Basin are set forth in the Judgment in the case of *Chino Basin Municipal Water District vs. City of Chino, et al.*, Superior Court for the State of California, San Bernardino County, Case No. 164327. The Area consists of six interconnected groundwater basins. Each basin consists of all alluvium or other water-bearing formations lying beneath the surface of the basin. The approximate boundaries of the surface of each basin are shown on EXHIBIT A and are described generally as follows:

Canyon Basin. The surface of the Canyon Basin is bounded on the south and east by the surface trace of the Sierra Madre/Cucamonga Fault and on the north and west by the surface trace of the bedrock/alluvium interface between (a) the point of intersection in Township 1 North, Range 8 West, Section 31, SBB&M, of the Sierra Madre/Cucamonga Fault with easterly boundary of the Main San Gabriel Basin and (b) the point of intersection in Township 1 North, Range 8 West, Section 20, SBB&M, of the Sierra Madre/Cucamonga Fault with the San Gabriel Mountains. The northernmost extent of the bedrock/alluvium interface is assumed to be at the southern boundary of Township 1 North, Range 8 West, Section 13, SBB&M in San Antonio Canyon.

Upper Claremont Heights Basin. The surface of the Upper Claremont Heights Basin is bounded on the south by the surface trace of the Indian Hill Fault, on the east by the westerly boundary of the Chino Basin, on the north by the surface trace of the Sierra Madre/Cucamonga Fault and on the west by the surface trace of the Claremont Heights Barrier.

Lower Claremont Heights Basin. The surface of the Lower Claremont Heights Basin is bounded on the south by the surface trace of the Indian Hill Fault, on the east by the surface trace of the Claremont Heights Barrier, on the north by the surface trace of the Sierra Madre/Cucamonga Fault on the west by the surface trace of the Thompson Wash Barrier.

Live Oak Basin. The surface of the Live Oak Basin is bounded on the south by the surface trace of the Indian Hill Fault, on the east by the surface trace of the Thompson Wash Barrier, on the north by the surface trace of the Sierra Madre/Cucamonga Fault and on the west by the easterly boundary of the Main San Gabriel Basin.

Ganesha Basin. The surface of the Ganesha Basin is bounded on the south and east by the surface of the San Antonio Fault, on the north surface trace of the Indian Hill Fault, and on the west by easterly boundary of the Main San Gabriel Basin and by the surface trace of the bedrock/alluvium interface between (a) the point of intersection in Township 1 South, Range 9 West, Section 11, SBB&M, of the easterly boundary of the Main San Gabriel Basin with the San Jose Hills and (b)

the point of intersection in Township 1 South, Range 9 West, Section 14, SBB&M, of the surface trace of the San Antonio Fault with the San Jose Hills.

Pomona Basin. The surface of the Pomona Basin is bounded on the south by the surface trace of the bedrock/alluvium boundary between (a) the intersection in Township 1 South, Range 9 West, Section 14, SBB&M, of the surface trace of the San Antonio Fault with the San Jose Hills and (b) the intersection in Township 1 South, Range 8 West, Section 19, SBB&M, of the boundary of the Chino Basin, on the north by the surface trace of the Indian Hill Fault on the west by the surface of the San Antonio Fault.

1 MEMORANDUM OF AGREEMENT
2 BETWEEN THE POMONA VALLEY PROTECTIVE ASSOCIATION
3 AND WATERMASTER OF THE SIX BASINS RELATING TO
4 WATER SPREADING AND RELATED ACTIVITIES
5

6 THE AGREEMENT, made, entered into, and executed as of this ____ day of _____,
7 1999, by and between the Pomona Valley Protective Association ("PVPA"), and Watermaster of the
8 Six Basins ("Watermaster"), relating to water spreading and related activities in connection with the
9 Canyon Basin, the Upper Claremont Height Basin, the Lower Claremont Heights Basin, the Live
10 Oak Basin, the Ganesha Basin and the Pomona Basin (collectively, the "Six Basins").

11 RECITALS

12 WHEREAS, the rights to groundwater in connection with the Six Basins were adjudicated
13 by the court in an action entitled "*Southern California Water Company v. City of La Verne, et al.*,"
14 Case No. KC029152 in the Superior Court of the State of California, County of Los Angeles, (the
15 "Judgment"); and

16 WHEREAS, the Judgment requires the Watermaster to determine annually an Operating Safe
17 Yield of the Six Basins and to develop an Operating Plan, which will include the monitoring and
18 direction of all production, replenishment, replacement and storage of groundwater in the Six
19 Basins; and

20 WHEREAS, PVPA, a California corporation, formed in 1910 by various water interests in
21 Pomona Valley, engages in water conservation activities for the benefit of its shareholders, which
22 include the City of Upland, Southern California Water Company, the City of Pomona, Simpson
23 Paper Co., Pomona College, the San Antonio Water Company, and the West End Water Company,
24 and

25 WHEREAS, PVPA owns certain real property in and around the Six Basins area primarily
26 consisting of two spreading grounds: the San Antonio Spreading Grounds and the Thompson Creek
27 Spreading Grounds together with appurtenant diversion and conveyance facilities (the "Spreading
28 Grounds" herein); and

1 WHEREAS, in connection with its water conservation activities, PVPA has conducted
2 several technical studies of the Six Basins including the development of a numerical groundwater
3 model which assists in the prediction of the Six Basins' response to PVPA's spreading activities, and
4 is used to control the groundwater resources for the Six Basins and to mitigate high groundwater in
5 the Six Basins, and

6 WHEREAS, the parties to the Judgment have conducted additional studies including the
7 enhancement and refinement of the PVPA groundwater model.

8 NOW, THEREFORE, in consideration of mutual promises, agreements, and covenants of
9 Watermaster and PVPA collectively referred to herein as "the Parties" agree as follows:

10 **I. DEFINITIONS**

11 A. The Judgment defines certain important terms. Except as to the definitions provided
12 in this Agreement, the terms used in this Agreement which have been defined in the Judgment shall
13 have the meaning set forth in the Judgment and the definitions set forth in the Judgment are
14 incorporated herein by this reference

15 B. "Emergency" shall mean a sudden event which threatens life or property.

16 C. "Models" shall mean the spreadsheet and the basin wide models used by PVPA in
17 development of an Operating Plan and any subsequent version or improvement thereof.

18 D. "Parties" written with an upper case P, refer to the Watermaster and to PVPA.
19 Parties written with a lower case p, refer to the parties to the Judgment as defined therein.

20 **II. SPREADING GROUNDS AND SPREADING OPERATIONS**

21 A. Watermaster Direction and PVPA Reservation. PVPA shall use and operate the
22 Spreading Grounds primarily for the spreading of replenishment, replacement and storage water
23 under the direction of the Watermaster Plan. PVPA reserves the right to use the Spreading Grounds
24 for other lawful activities consistent with its water spreading activities so long as doing so does not
25 impair PVPA's ability to spread replenishment water in quantities substantially comparable to
26 historic quantities.

27 B. Impossibility and related defenses. PVPA shall not be liable, in breach or in default
28 of the Agreement if PVPA is unable, either temporarily or permanently, to perform its obligations

1 under the Agreement for reasons beyond PVPA's reasonable control, including but not limited to,
2 acts of God, eminent domain, impossibility or impracticability of performance, interference of a
3 third party and natural disasters, including without limitation, floods, earthquakes, and fires.

4 C. PVPA Discretion. PVPA shall have discretion to make operational decisions in
5 discharging its obligation hereunder within the scope of Watermaster direction.

6 D. Common conditions of spreading. In addition to the direction of Watermaster PVPA
7 shall spread replenishment, replacement or storage waters subject to the following conditions.

8 1. Cessation of Spreading for Emergencies. PVPA reserves the right to cease
9 spreading at any time, without prior notice to Watermaster if, in the discretion of PVPA, such action
10 shall be warranted by, and in connection with, any emergency condition. PVPA will give
11 Watermaster immediate notice of any such cessation.

12 2. Water Quality. PVPA bears no responsibility for the quality of replenishment,
13 replacement or storage water or the impacts of spreading such water upon water quality of the Six
14 Basins.

15 3. High Groundwater. PVPA bears no responsibility for high groundwater due
16 to any spreading of replenishment, replacement or storage water.

17 4. Rejected water. PVPA bears no responsibility for loss of replenishment,
18 replacement or storage water which is rejected or otherwise lost.

19 5. Measurement and Reporting. Watermaster shall provide adequate measuring
20 devices to measure the spreading of replenishment, replacement and storage waters and any such
21 water rejected or lost. PVPA will keep, maintain and furnish to Watermaster on a monthly basis,
22 records of the quantities of replenishment waters spread and rejected.

23 6. Record of Deliveries and Spreading. Watermaster shall keep, maintain and
24 furnish to PVPA records of the quantities and quality of replacement or storage waters delivered
25 within 30 days following delivery of such waters. PVPA shall keep, maintain, and furnish to
26 Watermaster the quantities of replacement and storage waters spread within 30 days following
27 delivery of such water together with an estimate of the quantities of water bypassing the spreading
28 facilities, if any.

1 7 Compensation Subject to review by the court under its continuing
2 jurisdiction in Case No. KC029152, Watermaster shall pay PVPA's actual, reasonable and necessary
3 costs incurred by PVPA in spreading replenishment, replacement and storage water. PVPA will
4 bill Watermaster such costs on a quarterly basis and such bill will include a reasonably detailed
5 accounting of such costs under generally accepted accounting principles (GAAP). Payment is due
6 upon billing. PVPA's costs may be subject to review or audit by an outside accounting firm selected
7 and paid by Watermaster (within thirty days following billing). Within thirty (30) days following
8 billing, Watermaster shall either contest the billing or accept said billing.

9 E. Replenishment water. In addition to the above, PVPA shall spread replenishment
10 water as it becomes available. PVPA has no control over the availability of replenishment waters
11 and is under no obligation to spread any specific quantity of replenishment water.

12 F. Replacement Water. In addition to the above, PVPA shall spread Replacement
13 Water on the Spreading Grounds under the following terms and conditions. Pursuant to the
14 Judgment, only qualified parties under the Judgment may store water in the Six Basins upon entry
15 into a Storage and Recovery Agreement with Watermaster. Upon request, PVPA shall spread
16 storage water under the following terms and conditions:

17 1. Terms of Delivery. Watermaster shall deliver and PVPA shall spread storage
18 water under the same terms and conditions as replacement waters.

19 2. Replacement Water Flows. PVPA will assist Watermaster in determining the
20 allowable daily rates and the duration of replacement water deliveries, based upon conditions
21 existing from time to time, including any unused capacity available at and in PVPA spreading
22 facilities.

23 3. Notice of New or Changed Replacement Water Flows. Watermaster, at least
24 seven (7) days prior to any anticipated delivery of replacement water, shall notify PVPA that water
25 will be available for transport and spreading and shall give PVPA at least forty-eight (48) hours
26 notice of any anticipated change in previously established flow rates of delivery for such water.

27 4. Spreading Grounds Limitations. PVPA may require changes in delivery flow
28 rates when, in PVPA's opinion, continued spreading (in whole or in part) cannot be carried out

1 hereunder due to operational and/or maintenance problems, including, but not limited to, trespassing,
2 insect infestations, scarification, weed abatement, and/or construction in or at PVPA's conveyance
3 and spreading facilities. When it is reasonable to do so, PVPA will give Watermaster at least twenty-
4 four (24) hours' notice of any such changes.

5 **III. OWNERSHIP AND IMPROVEMENTS OF SPREADING GROUNDS**

6 A. No Dedication. Nothing in this Agreement shall be construed as a dedication of the
7 PVPA Spreading Grounds or its facilities to Watermaster, the other parties to the Judgment, or to
8 the public use or benefit. The spreading grounds and appurtenant facilities are, and remain, the sole
9 property of PVPA. PVPA may sell, lease, or otherwise dispose of portions of its spreading grounds
10 at its own discretion but not inconsistent with this Agreement.

11 B. Spreading Grounds Improvements. Nothing in this Agreement obligates or otherwise
12 requires PVPA to construct new or additional facilities in connection with its spreading operations.
13 PVPA may at its discretion construct new or additional facilities. Watermaster may propose
14 improvements to PVPA's spreading grounds and facilities at its own expense.

15 C. Condemnation. Watermaster agrees to and does waive and disclaim any interest in
16 any award or settlement which may be made in any proceeding in eminent domain concerning all
17 or part of the Spreading Grounds whether the taking be total or partial, or for easement purposes.
18 If the taking be such as to render the Spreading Grounds totally unfit and unsuitable for the above
19 use, then, pursuant to Paragraph II,^B~~A~~ PVPA is not in default or breach.

20 **IV. GROUNDWATER MODEL**

21 A. License for use. PVPA grants Watermaster a license to use its Spreadsheet Models
22 pursuant to the terms and conditions of this agreement for the development of an Operating Plan.
23 In developing the initial operating plan, Watermaster has used PVPA's Groundwater Models. In
24 developing subsequent operating plans or revising such plans, Watermaster shall use PVPA's
25 Groundwater Models and any subsequent version or improvement thereof, or other criteria at
26 Watermaster's discretion.

1 1. Custody of the PVPA's Groundwater Models. Watermaster shall have
2 physical custody of a copy of the model. However, PVPA shall have the right to access the Models
3 for any purpose which is not inconsistent with the Judgment or the direction of the Watermaster.

4 2 Updates to Model.

5
6 Said license shall include, following consultation with PVPA, the right to make changes,
7 modifications, improvements, updates, or refinements in or to PVPA's Groundwater Model at the
8 sole expense of Watermaster and without any contribution from PVPA.

9 B. Terms and Conditions. For daily operations, Watermaster shall be responsible for
10 keeping, maintaining and reporting on the data base necessary for use of PVPA's Groundwater
11 Models. Watermaster shall collect water level and quality data necessary, including key well levels
12 and rainfall data, to use the Groundwater Models to implement the Physical Solution. Watermaster
13 shall provide this data to PVPA by the fifteenth day of each month. PVPA shall provide
14 Watermaster readings of replenishment water spread, on a daily basis. PVPA then shall provide
15 Watermaster with a monthly report on available storage and water levels of monitoring wells.

16 1. Compensation. PVPA grants Watermaster this license at no cost other than
17 the continuing costs which may be incurred by PVPA as a result of Watermaster operating the
18 Models.

19 2. No Warranty. PVPA makes no warranty and disclaims all warranties
20 regarding PVPA's Groundwater Model and its subsequent updates or improvements.

21 3. Field Conditions. PVPA shall report to Watermaster any field conditions that
22 may have an impact on Spreading Operations.

23 V. **INDEMNIFICATION**

24 A. Watermaster Obligations. To the extent which is allowed by law, Watermaster shall
25 indemnify and hold harmless, PVPA, its officers, directors, employees, agents, and representatives
26 against any and all claims, demands, costs, and/or liabilities due to, or arising from any act or
27 omission by PVPA, its officers, directors, employees, or agents arising from any activities not
28 connected with the spreading of water under the direction of Watermaster.

VI. INSURANCE

A. Subject to the above, PVPA shall obtain and maintain during the term of this Agreement the following insurance policies:

1. General Liability Insurance: PVPA shall maintain general liability insurance for bodily injury, property damage, personal injury, errors and omissions, and if practicable, flooding. The insurance shall be on an occurrence basis. The policy limits shall be at least \$1,000,000.

2. Property: PVPA shall obtain insurance to provide for replacement of real and personal property owned by PVPA in the event of loss by fire, flood or vandalism. This insurance shall be provided on an occurrence basis and the policy limits shall be at least \$1,000,000.

VII. MISCELLANEOUS PROVISIONS

A. Effective Date. This Agreement shall not be effective until executed by the Parties and approved by the court upon motion of Watermaster in said action in Case No. KC029152.

B. Written Amendments. This Agreement may only be modified, amended, or supplemented by a subsequent writing executed by each Party hereto and approved by the Court with jurisdiction in Case No. KC029152.

C. Choice of Law. This Agreement shall be governed by and interpreted under the laws of the State of California.

D. Delivery of Notices. All notices permitted or required under this Agreement shall be addressed to the representative Parties at the following address, or such other address as the respective Parties may provide in writing for this purpose:

PVPA: President
Pomona Valley Protective Association
414 Yale Avenue, Suite H
Claremont, California 91711

Six Basins Watermaster As may be designated by Watermaster

1 Such Notices shall be deemed made when personally delivered or, when mailed, forty-eight
2 (48) hours after deposit in the U.S. mail, first class postage pre-paid and addressed to the Party at
3 its applicable address.

4 E. Successors and Assigns. This Agreement is binding on and shall inure to the benefit
5 of the Parties, their respective successors in interest and assigns.

6 F. Assignment. No Party shall have the right to assign its rights or delegate any of its
7 obligations hereunder without the express written consent of the other Party.

8 G. Construction. Each Party and/or its respective counsel has taken part in the
9 negotiation, drafting, and preparation of this Agreement, and, therefore, any ambiguity or
10 uncertainty in this Agreement shall not be construed against any Party. To ensure that this
11 Agreement is not construed against any Party, the Parties expressly agree that any common law or
12 statutory provision providing that an ambiguous or uncertain term will be construed against the
13 drafter of an Agreement is waived and shall not apply to the construction of this Agreement.

14 H. Entire Agreement. This Agreement embodies the entire and final Agreement and
15 understanding of the Parties pertaining to the subject matter of this Agreement, and supersedes all
16 prior Agreements, understandings, negotiations, representations, and discussions pertaining to that
17 subject matter, whether verbal or written, of the Parties. The Parties acknowledge that there are no
18 representations, promises, warranties, conditions, or obligations of any Party, or counsel (or any
19 Party), pertaining to that subject matter other than is contained in this Agreement, and that no Party
20 has executed this agreement in reliance on any representation, promise, warranty, condition, or
21 obligation, other than is contained in this Agreement.

22 I. Execution. The Parties to this Agreement acknowledge that they have executed this
23 Agreement voluntarily and without any duress or undue influence. The Parties further acknowledge
24 that they (1) have been represented by counsel of their own choice in connection with the
25 negotiation and execution of this Agreement, or have been advised to seek independent counsel of
26 their own choice prior to executing this agreement; (2) have read this Agreement in its entirety; and
27 (3) have entered into this Agreement of their own volition and not as a result of any representations
28 or advice by other Party or counsel for any other Party.

1 J. Counter Parts. This Agreement may be executed in one or more counterparts, each
2 of which shall be deemed an original, but all of which together shall constitute one and the same
3 instrument. This agreement shall become effective and binding immediately upon its execution by
4 both Parties. This Agreement consists of nine (9) pages, including the signature page.

5 K. Termination. Upon motion made by either Party to this Agreement in accordance
6 with the procedures set forth in Article IX, Section A of the Judgment and approval of the Court,
7 this Agreement shall be terminated.

8
9 DATED _____ WATERMASTER

10
11 _____
12 By:

13
14 DATED _____ POMONA VALLEY PROTECTIVE ASSOCIATION

15
16 _____
17 By:
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EXHIBIT D

BASE ANNUAL GROUNDWATER PRODUCTION IN EACH BASIN, 1985- 1996
AND TOTAL BASE ANNUAL GROUNDWATER PRODUCTION, 1985- 1996
FOR EACH PARTY, AND EACH PARTY'S PERCENTAGE OF THE AGGREGATE OPERATING SAFE
YIELD FOR THE CANYON, UPPER CLAREMONT HEIGHTS, LOWER CLAREMONT HEIGHTS AND POMONA BASINS

Party	<u>Base Annual Production, Acre Feet per Year</u>					Percentage of Aggregate Operating Safe Yield
	Canyon Basin	Upper Claremont Heights Basin	Lower Claremont Heights Basin	Pomona Basin	Total	
City of La Verne	0	0	0	1,492	1,492	7.731
City of Pomona*	0	1,234	961	1,128	3,323	17.218
Simpson Paper	0	0	0	691	691	3.580
Southern Cal. Water Co.	56	2,895	107	3,647	6,705	34.741
City of Claremont	0	267	0	268	535	2.772
Pomona College	0	357	0	0	357	1.850
City of Upland	408	1,434	0	0	1,842	9.544
West End Consolidated Water Company	0	2,972	0	0	2,972	15.399
San Antonio Water Company	0	1,383	0	0	1,383	7.166
TOTAL	464	10,542	1,068	7,226	19,300	100.000%

* Pomona shall have the right to produce an additional 109 acre feet of groundwater per year subject to the following:

(a) Pomona shall provide at least 436 acre feet of recycled water to the property presently designated by the Los Angeles County Assessor as Assessor's Parcel Nos. 834-800-8001, 834-800-8002, 834-800-8009, 834-800-5013 and 834-800-6001.

(b) Pomona's additional production right shall be added to its Base Annual Production Right and shall be subject to all provisions of the Judgment relating to Base Annual Production Rights; provided however, such additional right shall not be subject to transfer or the water produced delivered for use outside the Pomona service area.

(c) To the extent in any year Pomona provides less than 436 acre feet of recycled water to the above described property, the additional right of Pomona shall be reduced to an amount equal to one fourth (1/4) of the amount of recycled water provided. However, no reduction shall occur to the extent the failure to deliver recycled water is the result of sudden occurrences such as storms, floods, fires, earthquakes, accidents or unexpected equipment outage) or acts or omissions of the Los Angeles County Sanitation District which impair the ability of Pomona to make recycled water deliveries.

EXHIBIT E

DESCRIPTION OF REPLENISHMENT PROGRAMS

San Antonio Spreading Grounds

Owned and operated by the Pomona Valley Protective Association (PVPA), this private facility is comprised of 600 acres of spreading grounds on both the east and west sides of San Antonio channel. The grounds consist of ditches, check levees, gates, metering stations, shallow basins and deep basins. The primary source of water for this facility is from San Antonio Creek by way of controlled releases from San Antonio Dam which is owned and operated by the U.S. Army Corps of Engineers. Water is released from the dam directly into San Antonio Flood Control Channel. Upon entering the channel, water is diverted into an underground basin where control gates allow regulated flow onto the spreading grounds. Additional sources of water include uncontrolled surface flows from adjacent properties in San Bernardino and Los Angeles Counties. The Corps coordinates its releases with PVPA. Four metering stations are used for flow measurements, and a series of ditches, check levees, gates and appurtenances allow the water to be directed into shallow and deep basins. Since 1896, PVPA has regularly spread water at its facility.

Thompson Creek Spreading Grounds

Owned and maintained by PVPA, this private facility is comprised of approximately 53 acres of spreading grounds south of Thompson Creek Dam and east of Thompson Creek. PVPA operates this facility with the cooperation of the Los Angeles County Flood Control District. The grounds consist of ditches, check levees, gates, shallow and deep basins. The sources of water for this facility are Cobal, Williams, Palmer, and Padua Creeks which are diverted to the grounds by PVPA with the cooperation of the Los Angeles County Department of Public Works through the Palmer Diversion. Surface runoff is diverted onto the grounds by way of Chicken Creek through a diversion located directly north of the grounds. PVPA's facility can also receive water from Thompson Creek Dam when the reservoir exceeds the elevation of 1625 feet above sea level. Since 1918, PVPA has spread water at this facility.

Pomona Spreading Grounds

Owned and operated by the City of Pomona, this facility is comprised of 8 acres of spreading grounds adjacent to the City's Pedley Water Treatment Plant. The City acquired this property in October 1926. The present deep basin configuration of the facility was completed in 1957. The source of water for this facility is San Antonio Creek water delivered through the Loop Merserve Canyon Water Company pipeline and Evey Canyon water. This facility also receives some local runoff. Water has been spread in this vicinity on and off since about 1897.

Live Oak Spreading Grounds

Owned and operated by the Los Angeles County Department of Public Works, this facility consists of approximately 5 acres of spreading grounds. Approximately 1.5 acres north of Baseline Road and 3.5 acres south of route 30 freeway extension. The source of water for this facility is controlled releases from Live Oak Dam and Live Oak Debris Basin. This facility was first used in the 1961-62 water year.

WATER STORAGE AND RECOVERY AGREEMENT

1. IDENTIFICATION

THIS AGREEMENT dated _____ by and between the CITY OF POMONA, a chartered municipal corporation (Pomona), and the SIX BASINS WATERMASTER, a court appointed entity established by the Los Angeles County Superior Court (Watermaster), and is based upon the following recitals.

2. RECITALS

2.1 Water rights have been adjudicated in the Six Basins Area according to the Judgment in Los Angeles County Superior Court Case No. KC 029152, entitled Southern California Water Company v. the City of La Verne.

2.2 Said Judgment establishes the Watermaster as the court empowered entity responsible for managing the Six Basins Area. Under the provisions of Paragraph VI.B.10 of the Judgment, Watermaster is authorized to enter into Storage and Recovery Agreements with any party holding a base annual production right.

2.3 Pomona is a party holding a base annual production right. In addition, Pomona has historically replenished the Six Basins Area. While Pomona is under no obligation to replenish the Six Basins Area, to the extent that it does augment groundwater supplies in excess of its historical replenishment as provided in Paragraph VI.B.9 of the Judgment, Pomona is authorized to recover such water.

2.4 Spreading and injecting or otherwise recharging groundwater in the Six Basins Area is restricted according to Paragraph IV.B of the Judgment; however, pursuant to Paragraph VI.B.10,

Watermaster is authorized to enter into storage and recovery agreements for the utilization of groundwater storage capacity and for subsequent recovery use or credit by the storing entity.

2.5 Pomona and Water master desire to enter into an agreement for the storage and recovery of water.

3. AGREEMENTS

In consideration for the mutual promises and conditions contained herein and for other valuable consideration, the parties agree as follows:

3.1 Pomona may, subject to the conditions hereinafter set forth, spread and cause to be spread water which would be stored for Pomona's account. The amount of water stored and recovered shall be all amounts it has spread or caused to be spread in the Six Basins Area in excess of 130 acre feet annually as specifically provided in Paragraph VI.B.9 of the Judgment. Without limitation on accumulations, Pomona shall acquire and retain ownership of all such storage in excess of the historical replenishment of 130 acre feet per year until such water is produced by Pomona or transferred as a credit toward any Replacement Water obligation.

3.2 Pomona shall issue a report to Watermaster on a quarterly basis indicating the amount of water which Pomona has spread. The report shall be due the last day of the month next following the end of the relevant quarter.

3.3 Recovery of water by Pomona shall be accounted for as follows:

3.3.1 The first water Pomona produces in a calendar year shall be the carryover of unused rights in accordance with Paragraph III.B.2.

3.3.2 The next such water produced shall be Pomona's Base Annual Production Right.

3.3.3 The next such water produced shall be water stored pursuant to this storage and Recovery Agreement.

3.4 This Agreement shall be effective upon court approval of the Judgment in the above-referenced case.

3.5 Any notices required hereunder may be given by mail postage prepaid and addressed as follows:

TO WATERMASTER:

TO CITY OF POMONA:

Henry Pepper, Director of Utilities
Public Works Department
City of Pomona
505 S. Garey Avenue
Pomona, CA 91769-0660

EXECUTED this _____ day of _____, 1998, at _____, CA.

CITY OF POMONA

By: _____

WATERMASTER

By: _____

EXHIBIT G
INITIAL OPERATING PLAN

1. Replenishment. PVPA shall continue to replenish the basin as it has historically done. PVPA shall curtail replenishment when the Index Water Level is at 1455 or higher, where the Index Water Level is the average of the water level elevations above Mean Sea Level for the following five Key Wells:

Upland-Foothill No. 3 (Owner: WECWC)
Mountain View No. 4 (Owner: WECWC)
Miramar No. 3 (Owner: SCWC)
College No. 1 (Owner: Pomona College)
Tunnel Well No. 3 (Owner: Pomona)

On the second Monday of each month owners of the Key Wells shall measure and report to Watermaster and to PVPA the water level elevations in the Key Wells. Water level elevations shall be measured using protocols specified by Watermaster.

2. Production Measurement and Reporting. Within 180 days following Entry of Judgment each producer shall have installed on all of its producing wells a calibrated device to measure production. Such devices shall conform to, and be regularly calibrated in accordance with, specifications developed by Watermaster. Each producer shall record the monthly production from each well in acre feet and shall report such monthly production for each well and the total for all wells for the month and for the year to date to Watermaster by not later than the third working day following the end of the month.

3. Operating Safe Yield. The initial Operating Safe Yield of the Four Basins is 24,000 acre feet per year.

PROOF OF SERVICE

I am a resident of the State of California, over the age of eighteen years, and not a party to the within action. My business address is 21 East Carrillo Street, Santa Barbara, California 93101-2782. On December 21, 1998, I served the within document:

NOTICE OF ENTRY OF JUDGMENT

☐

by transmitting via facsimile the document(s) listed above to the fax number(s) set forth below on this date before 5:00 p.m.

☒

by placing the document listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at Santa Barbara, California as set forth below.

☐

by causing personal delivery by _____ of the document(s) listed above to the person(s) at the address(es) set forth below.

☐

by personally delivering the document(s) listed above to the person(s) at the address(es) set forth below.

SEE ATTACHED LIST

I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

☒

(State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on December 21, 1998, at Santa Barbara, California.

Gina M. Lane

GINA M. LANE

1 Jess Senecal, Esq.
Lagerlof, Senecal, Bradley and Swift
2 301 North Lake Ave., 10th Floor
Pasadena, CA 91101
3

4 Art Littleworth, Esq.
Best, Best & Krieger
5 3750 University Ave.
Riverside, CA 92502-1028
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7 Burt Gindler, Esq.
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8 555 West Fifth St.
Los Angeles, CA 90013-1024
9

10 Steven Kennedy, Esq.
Three Valleys Mutual Water District
11 1839 Commercenter Way
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14 110 Newport Center Drive, Suite 200
Newport Beach, CA 92660
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16 James Markman, Esq.
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20 Arthur Kidman, Esq.
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27 319 Harvard Ave.
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Tom McPeters, Esq.
San Antonio Water Company
Home Savings of Am. Building, 2nd Floor
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Redlands, CA 92378

Jeanne Verville, Esq.
Simpson Paper Company
1301 Fifth Ave., Suite 2800
Seattle, Washington 98101-2613

**Appendix I - Ordinance No. 0-9-2010 Establishing Mandatory
Recycled Water Connection Policy**

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**ORDINANCE NO. 0-9-2010
ROWLAND WATER DISTRICT**

**SUPERSEDES ORDINANCE NO. 0-7-2005
VACATES ORDINANCE 0-8-2010
ESTABLISHING MANDATORY RECYCLED WATER CONNECTION POLICY**

WHEREAS, in order to conserve potable water supplies of the District for uses requiring potable water, in February 2001, the Board of Directors established a Mandatory Recycled Water Connection Policy, and adopted rules and regulations, requiring District customers to connect to the District's recycled water system and use recycled water for irrigation and other appropriate purposes where the connection and use of recycled water could be done at a reasonable cost to the customer; and,

WHEREAS, since the Mandatory Recycled Water Connection Policy and Rules and Regulations Governing Recycled Water Service were revised in July 2005, additional revisions have become necessary due to changes in State law and the regulatory agencies with jurisdiction over recycled water use, and in order to improve the District's procedures and administration of the recycled water program; and,

WHEREAS, the Amended Urban Water Management Plan adopted by the Board of Directors on September 11, 2007, includes the District's plans for expansion of the recycled water system as a means of reducing potable water demand; and,

WHEREAS, the Board desires to offer assistance to existing customers who are required to convert to the use of recycled water by providing conversion services and advancing the cost of conversion subject to the customer's agreement to pay potable water rates for recycled water until the advanced costs are repaid; and

WHEREAS, the Board has determined that the time for requesting a reconsideration of a finding of mandatory conversion or to request a waiver from the requirement of mandatory conversion to recycled water use, after a determination by staff that a customer is required to utilize recycled water, should be shortened, as well as the time for the District to respond to a request for reconsideration or waiver with a final determination, should be shortened to avoid undue delay to the customer's development plans;

WHEREAS, a public hearing was held on September 14, 2010, at which the public was provided an opportunity to present comments and protests concerning the proposed changes to the mandatory recycled water connection policy, and the Board has considered all public comment;

NOW THEREFORE, BE IT RESOLVED by the Board of Directors of the Rowland Water District as follows:

The Board of Director's action approving Ordinance No. 0-8-2010 taken prior to the public hearing is vacated, and Ordinance No. 0-7-2005 Establishing Mandatory Recycled Water Connection Policy is hereby repealed and superseded by the provisions of this Ordinance for the Mandatory Use of Recycled Water.

Section 1 – Policy

It is the objective of the District to continually focus on ways to improve and enhance the quality of service to our customers. In light of this objective, it is the policy of the District that recycled water shall be used within its service area wherever such use is economically justified, financially and technically feasible and is not detrimental to public health, safety, and welfare, and the environment. The District will offer recycled water that is surplus to the needs of the recycled water customers within the District's service area for such uses outside the service area of the District by agreement with the retail water purveyor.

Section 2 – Effective Date

The requirements of this Ordinance shall apply to existing customers of the District and to all applications for new water service to a Qualifying Property received by the District on or after September 15, 2004, (Effective Date) and shall be a condition and requirement for receiving water service from the District.

Section 3 – Recycled Water Use

- (a) **Mandatory Use:** The following types of uses shall generally require recycled water: agricultural irrigation, construction use, landscape irrigation, landscape and/or recreation impoundments, and wildlife habitat, these being called "mandatory" types of use. Use of potable water for mandatory recycled water uses shall be prohibited where recycled water is available and offered by the District to the property and the use of recycled water for the mandatory use is economically feasible.

In order for the District to provide District-wide recycled water service in an efficient and economical manner, the District must identify and convert to recycled water service as much of the suitable uses within the District as possible. Where recycled water service is available and economically feasible, the District may require **existing customers** to convert to recycled water for mandatory types of uses being served potable water by the District. The District will require

applicants for new water service to provide for separate recycled systems for mandatory types of uses associated with future development that would otherwise be served potable water, where recycled water service is currently available to the property or planned for the near future. The only exceptions to the use of recycled water shall be based upon a finding by the District that conversion to and use of recycled water would not be economically feasible or that use of recycled water presents a special public health or safety concern.

- (b) **Authorized Use:** The user may apply for recycled water service for the following types of uses, where such use does not create an unacceptable risk to public health and safety: commercial use for toilet and urinal flushing and irrigation (including nurseries), and for appropriate industrial process, these being called “authorized” types of use. The District encourages but does not mandate use of recycled water for authorized uses.
- (c) **Permitting:** Regardless of the type of condition or use, all prospective users shall successfully complete the use permit application process detailed within the regulations of the District governing the use of recycled water, prior to receiving recycled water.

Section 4 – Recycled Water System Implementation

- (a) **General:** The Recycled Water Master Plan will be implemented through several actions, including those listed below.
- (b) **Rules and Regulations Governing the Use of Recycled Water:** The District shall adopt, and from time-to-time update and revise rules and regulations governing the distribution and use of recycled water, including specifications for the construction of on-site recycled water facilities.
- (c) **Standard Specifications:** The District shall maintain the Standard Specifications for the construction of District owned facilities. These shall include narrative and drawings that may be referenced for incorporation by project-specific construction documents.
- (d) **Public Awareness Program:** The District shall conduct a comprehensive recycled water public awareness program.
- (e) **Coordination among Agencies:** The District shall continue to examine the potential for a coordinated effort between the District and other regional agencies, to share in the production and utilization of recycled water.

Section 5 – Procedures for Determining Mandatory Recycled Water Service for Existing Potable Water Service Customers

- (a) **Existing Potable Water Service:** The District shall make a preliminary determination, based on existing and planned extensions of the recycled water

distribution system, as to which existing potable water customers it is economically feasible to convert to the use of recycled water. The District shall provide notice to the existing customers regarding that determination, and provide information on the cost of conversion and expected savings to the customer from replacing potable water uses with recycled water. The District shall review any customer objections to the proposed conversion to recycled water service; entertain appeals, and provide a waiver if circumstances warrant. The District shall assist customers to complete the application process where waivers have not been granted in accordance with this Ordinance.

- (b) **Notice:** Whenever the District has made a preliminary determination that use of recycled water is mandatory or authorized; the District shall provide written notice to the prospective user(s), of the District's preliminary determination. Such notice shall include as a minimum: descriptive information about the planned recycled water system, user responsibilities under the rules and regulations governing the use of recycled water, current recycled water pricing, descriptive information about onsite facilities requirements necessitated by conversion to recycled water, and an explanation of the customer's right to request reconsideration or a waiver.
- (c) **Reconsideration and Waiver Process:** Within thirty (30) days from the date of a notice of determination by the District that a customer will be required to convert to recycled water service, the customer may request reconsideration of the determination or waiver of the requirement. The request for reconsideration or waiver must be in writing and specify the reasons for the objection. A request for reconsideration or waiver must be based upon facts indicating that the conversion to recycled water would not be economically feasible, or would present an undue risk to health and safety, or that under the particular circumstances; the requirement of use of recycled water would impose an unreasonable hardship or burden upon the customer. Unless a request for reconsideration or waiver is submitted in a timely manner, the preliminary determination shall be final. District Staff will review the request for reconsideration of waiver and will determine whether the preliminary determination that the use of recycled water is economically feasible should be modified or confirmed, or whether a waiver should be granted due to unreasonable hardship or burden under the particular circumstances. Upon issuance of a final determination, the prospective user(s) may appeal the determination to the General Manager of the District.
- (d) **Application and Approval Process:** Unless a waiver is granted, current customers who are notified that recycled water use is mandatory will be required to complete a Recycled Water Use Permit Application. For existing potable water customers, the District will pay the costs of obtaining a permit from the County to modify the customer's on-site system to convert to recycled water use, including the cost of preparing plans showing the modification of the system and payment of the permit fee. Upon issuance of a permit by the County, and commencement of recycled service to the customer's property, the customer will be responsible for complying with the requirements for operating a recycled water system including maintenance of backflow prevention devices and compliance with the

District's Cross-Connection Control Ordinance (Rowland Water District Ordinance No.1-88).

- (e) **Cost of Conversion for Recycled Water Use:** A potable water customer, with an existing connection to the District's potable water system, who is required by the District to use recycled water for mandatory uses, shall bear the cost for those modified or additional facilities on the customer's property which are necessary to convert such uses from potable to recycled water. The District shall, at District expense, construct the recycled water service connection to the customer's property and install a recycled water meter. In order to assist existing customers required to convert their on-site water system for recycled water use, the District will offer to make the necessary modifications to the customer's water system, or contract to have the modifications made and cover up to Five Thousand Dollars (\$5,000.00) of the cost of modification. All user-owned on-site recycled water systems shall comply with Rowland Water District's Rules and Regulations Governing the use of Recycled Water; California Code of Regulations Title 22, Section 60303 et seq.; and all other statutes, ordinances, regulations and orders of Federal, State and local agencies having regulatory authority over the use of recycled water.

Section 6 – Procedures for Determining that Recycled Water Connection is Mandatory for New Water Service Applicants

- (a) **New Water Service Application:** All applicants for new water service from the District shall provide the District, at the time of requesting a new water service installation, all necessary information requested by the District concerning the uses of water through the proposed connection, to enable the District to make a determination whether the proposed development will qualify for mandatory recycled water service. Said information shall be provided on a form supplied by the District and shall include the total area of irrigated landscape, any planned landscape or recreational impoundments, wildlife habitat uses, the total number of toilets and urinals and the projected water usage for any manufacturing or industrial process which is suitable for recycled water.
- (b) **Notice:** Upon a determination that an applicant for new water service will be required to connect to the recycled water system, the District shall provide a written notice advising the applicant of the requirements for installation of separate on-site facilities, requirements for extension of the District's distribution mains necessary to connect to the applicant's property, user responsibilities under the rules and regulations governing the use of recycled water, current recycled water pricing, and an explanation of the applicant's right to request reconsideration or a waiver.
- (c) **Reconsideration and Waiver Process:** Within thirty (30) days from the date of a notice of determination by the District that an applicant is required to connect to the recycled water system, the applicant may request reconsideration of the determination or waiver of the requirement. The request for reconsideration or

waiver must be in writing and specify the reasons for the objection. A request for reconsideration or waiver must be based upon facts indicating that the use of recycled water for mandatory uses would not be economically feasible, or would present an undue risk to health and safety, or that under the particular circumstances; the requirement of use of recycled water would impose an unreasonable hardship or burden upon the applicant. Unless a request for reconsideration or waiver is submitted in a timely manner, the preliminary determination shall be final. District Staff will review the request for reconsideration or waiver and will determine whether the preliminary determination that the use of recycled water is economically feasible should be modified or confirmed, or whether a waiver should be granted due to unreasonable hardship or burden under the particular circumstances. Upon issuance of a final determination, the prospective user(s) may appeal the determination to the General Manager of the District.

- (d) **Application and Approval Process:** Unless a waiver is granted, applicants for new water service who are notified that recycled water use is mandatory will be required to provide the District with a completed Recycled Water Use Permit Application and County Department of Public Health (CDPH) approved plans with letter of authorization for a recycled water system. Applicants will be responsible for complying with all requirements and paying the costs associated with obtaining a permit from the County for operation of a recycled water system, including the cost of preparing plans showing the recycled water system and payment of the permit fee. Upon issuance of a permit by the County, and commencement of recycled service to the applicant's property, the applicant will be responsible for complying with the requirements for operating a recycled water system including maintenance of backflow prevention devices and compliance with the District's Cross-Connection Control Ordinance (Rowland Water District Ordinance No.1-88).
- (e) **Temporary Use of Potable Water:** At the discretion of the District, potable water may be made available on a temporary basis until recycled water is available. Before the applicant receives temporary potable water, a recycled water use permit, as required in Section 3(c), must be obtained for on-site services; an inspection of the on-site facilities will be conducted to verify that the facilities have been maintained and are in compliance with the recycled water use permit requirements and District requirements for service. Upon verification of compliance, recycled water shall be served to the parcel for the intended use. If the facilities are not in compliance, the applicant shall be notified of the corrective actions necessary and shall have thirty (30) days to take such actions prior to initiation of enforcement proceedings.
- (f) **Cost of Facilities:** Applicants for new water connections, regardless of whether the property was previously developed or is newly developed, will be required to bear the entire cost of those facilities required to accommodate recycled water for all mandatory uses, and, if desired, any authorized uses. All user-owned on-site recycled water systems shall comply with Rowland Water District Rules and Regulations Governing the use of Recycled Water; California Code of

Regulations Title 22, Section 60303 et seq.; and all other statutes, ordinances, regulations and orders of Federal, State and local agencies having regulatory authority over the use of recycled water.

- (g) **Extension of Recycled Water Main:** Each Applicant for a new water connection shall be responsible for all costs of constructing a separate recycled water system for mandatory recycled water uses on the property, including the cost of plans and permits required to operate a recycled water system. Applicants will also be required to pay the cost of constructing recycled water lines and appurtenances necessary to connect Applicant's recycled water facilities to the nearest recycled water main of the District. Applicant may be required to bear the cost to extend the District's recycled water system to a point abutting the property boundary, if the District determines that such cost does not make the use of recycled water economically feasible. If the District determines to extend the line from a point on the District's recycled system other than the nearest point to the Applicant's property, or determines to construct a line larger or longer than that needed to provide recycled water service to the property for operational or other reasons, then the additional cost thereof shall be borne 100% by the District. Applicants will be required to deposit in advance the estimated cost of engineering services associated with design of the recycled water system extension necessary to serve the property, and to deposit the estimated cost of construction of the extension, prior to award of a contract.

Section 7 – Pricing of Recycled Water Service:

- (a) **Recycled Water Rate:** It is the policy of the District to price recycled water at a sufficient discount from the price of potable water to make the use of recycled water for irrigation and other suitable uses cost effective for new development, and result in savings sufficient to encourage existing customers of the District to convert existing uses to recycled water where appropriate. To accomplish this policy the Board of Directors will set the price of recycled water service at least 15% less than the price of potable water served by the District.
- (b) **Recycled Water Meter Charges:** Existing customers and applicants for new water service will be responsible for all applicable meter charges for potable and recycled meters necessary to serve their property.

Section 8 – Financial Assistance to Converting Customers:

As the District expands the recycled water system, it will identify existing customers who would benefit by converting suitable water uses to recycled water service, by the quantity of water used for mandatory and authorized recycled uses, and the proximity of the property to an existing or planned recycled water main. If, after notice of determination to an existing customer that recycled water use is mandatory, the customer requests reconsideration or a waiver based upon unreasonable hardship or economic burden, the District may offer, as an alternative to a waiver, to provide financial assistance to the

customer to make the conversion of the customer's on-site water system to accommodate recycled water. Such assistance may be provided where the cost to the District of providing financial assistance to the customer is outweighed by the benefits to the District and its customers in terms of reduced cost of water supply, conserving potable water for uses requiring potable water and making the most efficient use of the District's recycled water facilities. The terms of the financial assistance will require that the customer continue to pay potable water rates for recycled water until any funds advanced by the District for converting the customer's on-site water system are recovered.

Section 9 – Enforcement

- (a) The District may implement all enforcement methods and penalties otherwise provided in the Rules and Regulations Governing the Use of Recycled Water to any violator of the terms of this section.
- (b) Water service will not be provided to new applicants for water service from the District unless and until they have complied with the requirements for installation of a recycled water system for mandatory uses and complied with all requirements of the District's Rules and Regulations.
- (c) Where an existing customer has been given notice of a determination that use of recycled water is mandatory and recycled water is available, if after ninety (90) calendar days from the date the applicant is notified in writing of the District's final determination under Section 3 (a) the existing customer has not submitted all required documentation and completed the required on-site conversion work, then, in addition to those penalties set forth subsection (a) above, the District shall impose a surcharge on potable water delivered to the customer which shall be equal to fifty percent (50%) of the District's potable water rate in effect at the time of violation, such surcharge to be included in the customer's billing.

Section 10 – Validity

If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, the remainder of the Ordinance and the application of such provision to other persons or circumstances shall not be affected thereby.

Section 11 – Severability

If any portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such a portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

Section 12 – Conflicts

All District Ordinances, Resolutions, or parts of District Ordinances and Resolutions and Rules and Regulations Governing the Use of Recycled Water, in conflict herewith, are hereby repealed.

Section 13 – Incorporation

The terms of Section 3 of this Ordinance are hereby incorporated into the Rules and Regulations Governing the Use of Recycled Water, and such terms are effective as of the date of adoption of this Ordinance.

Section 14 – Definitions

(a) “Qualifying Property” shall mean either

1. A parcel or tract for which development is proposed which will be supplied water by Rowland Water District and for which it is economically feasible to provide recycled water service from an existing recycled water line, or a recycled water line which the District plans to have in operation at the time service to the property will be commenced, which has sufficient unused capacity to provide the quantity of recycled water to meet the demand of the proposed use and which meets one or more of the following criteria:
 - (i) has a sufficient area which is suitable for irrigation with recycled water, including but not limited to golf courses, landscaped areas, greenbelts, parkways and medians, to justify use of recycled water;
 - (ii) the proposed use involves a commercial, or institutional structure or structures which are projected to have water uses which are suitable for recycled water, including flushing of toilets and urinals and landscape irrigation, which combined are sufficient to make the use of recycled water justified; or,
 - (iii) The proposed use involves an industrial facility that is projected to use water for a process for which recycled water is suitable, in a quantity sufficient to make the use of recycled water justified.
2. A parcel to which potable water service is already provided by the District, for which the District determines that it is economically feasible to require use of recycled water for mandatory or authorized uses, i.e. that the conversion of appropriate uses to recycled water will result in a cost savings to the customer over potable water use.

- (b) **"Irrigated Landscape"** shall mean all areas irrigated including golf courses, parks, greenbelts, parkways, medians and other landscaped areas which are to be irrigated with a permanent irrigation system. Areas which are temporarily irrigated to restore natural vegetation for purposes of preventing erosion after grading shall not be included in calculating Irrigated Landscape.
- (c) **"Economically feasible"** shall mean that the Applicant or existing customer will recover the cost of installing an on-site recycled water system or converting an existing system for recycled water use, plus any cost associated with extending the District's recycled water system to the Qualifying Property and otherwise complying with this Ordinance within five (5) years after commencing recycled water service, based on the differential between the estimated cost of using potable water for the authorized uses.
- (d) **"Authorized Uses"** shall mean those purposes for which recycled water is authorized to be used under Title 22 Sections 60304-60307 of the California Code of Regulations, including but not limited to irrigation, recreational and landscape impoundments, cooling in manufacturing processes, flushing toilets and urinals, consolidation of backfill, and other appropriate uses. The District encourages but does not require customers to use recycled water for authorized uses except for those uses defined as mandatory herein.
- (e) **"On-site recycled water system"** shall mean a recycled water system constructed and owned by the property owner which is physically separated from any potable water system, and complies with the requirements for cross connection control, labeling and protection from human contact set forth in the District's recycled water regulations and all applicable statutes, regulations, ordinances and orders.

Said Ordinance was adopted, on roll call vote, at the regular meeting of the Board of Directors held September 14, 2010, by the following vote:

AYES: Directors Lima, Bellah, Rios, Lu, Lewis

NOES: None

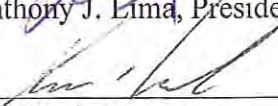
ABSENT: None

ABSTAIN: None

I hereby certify that the foregoing is a true and correct copy of Ordinance No.0-9-2010, adopted by the Board of Directors of the Rowland Water District at its regular meeting held on September 14, 2010.



Anthony J. Lima, President



Ken Deck, Secretary

Appendix J - Rules and Regulations Governing Recycled Water Service

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ROWLAND WATER DISTRICT

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RULES AND REGULATIONS GOVERNING RECYCLED WATER SERVICE

**These Rules & Regulations are
Subject to Periodic Revisions**

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SECTION 1

INTRODUCTION AND PURPOSE

1.1 INTRODUCTION

The Rowland Water District (District) has developed a Recycled Water Master Plan to expand its existing recycled water distribution system to substantially expand its recycled water customer base. The ultimate recycled water system will expand the existing supply to over 2,000 acre-feet per year. The District reports to the Los Angeles County Department of Public Health, Environmental Health (LACDPH) on recycled water use within its boundaries. Determination of specific uses to be allowed shall be in accordance with the treatment standards and water quality requirements set forth in the California Code of Regulations, Title 22, Division 4, Chapter 3, sections 60301 through 60355, inclusive (Water Recycling Criteria).

1.2 PURPOSE

The purpose of the "Rules and Regulations Governing Recycled Water Service"(Rules and Regulations) is to establish standard procedures, specifications, and limitations for the safe and orderly development and operation of recycled water facilities and systems within the District's jurisdictional area. The Rules and Regulations cover the administrative, design, construction, and operational requirements for obtaining recycled water service and the use of recycled water in on-site facilities, and aspects of the relationship between customers and the District.

1.3 POLICY

On September 14, 2010 the District's Board of Directors adopted Ordinance No. 0-9-2010, "Ordinance of the Board of Directors of the Rowland Water District Establishing Mandatory Recycled Water Connection Policy" (Mandatory Connection Ordinance). The Mandatory Connection Ordinance (see Attachment A) presents the District's policy on recycled water use and requires the adoption and upkeep of the Rules and Regulations. Among the provisions of the Mandatory Connection Ordinance is a surcharge equal to fifty percent (50%) of the potable water rate, on use of potable water for purposes for which recycled water is mandated, if recycled water is available to a prospective customer and on-site conversion or retrofit is not completed within a stipulated time period.

It is the objective of the District to focus on ways to improve and enhance the quality of service to our customers. In light of this objective, it is the policy of the District that recycled water shall be used within its service area wherever such use is economically justified, financially and technically feasible and is not detrimental to public health, safety, and welfare, or the environment. The District will offer recycled water that is surplus to the needs of recycled water customers within the District's service area, for such uses outside the District by agreement with the retail purveyor.

1.4 SCOPE

It is the intent of the District that recycled water be used in a manner that is in compliance with applicable Federal, State and local statutes, ordinances, regulations, and other requirements and achieve the following.

1.4.1 Promote Conservation

Achieve conservation of potable water supplies by using recycled water to the maximum extent possible for current and future landscape irrigation, agricultural irrigation and industrial process demands.

1.4.2 Prevent Human Consumption/Contact

Prevent direct human consumption of, and contact with, recycled water through:

- Adherence to all applicable rules and regulations
- Posting of identification signs by the customer
- Cross-connection/backflow prevention and testing programs in accordance with District Ordinance No. 1-88 (Cross-Connection Control Ordinance) and Title 17 of the California Code of Regulations
- Properly tagging and color coding recycled water appurtenances

1.4.3 Provide Control and Enforcement

Provide controls over the use of the recycled water system to prevent causing a nuisance or pollution as defined in the California Water Code, and provide provisions for enforcement.

1.5 SEVERABILITY

If any section, subsection, sentence, clause or phrase of the Rules and Regulations is for any reason found to be invalid or unconstitutional, such decision shall not affect the remaining portions of the Rules and Regulations. The District declares that it would have approved the Rules and Regulations by section, subsection, sentence, clause, or phrase irrespective of the fact that any one or more of the sections, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

1.6 AMENDMENTS

The Rules and Regulations may be amended by District resolution at any regular or special meeting by a simple majority vote of the Board of Directors and without the approval of any customer, operator, or owner. Moreover, any amendments so made shall be deemed incorporated into the Rules and Regulations immediately upon adoption and will be administered as such. The provisions of Title 17 and Title 22 of the California Code of Regulations, including any amendments, or new related State legislation that affects recycled water quality or use shall be deemed immediately incorporated into these Rules and Regulations.

1.7 PRECEDENCE

The Rules and Regulations shall take precedence when they require higher quality material, equipment, design and/or construction methods, or more restrictive operating conditions, than are required by Federal or State law or local governing codes.

1.8 LIABILITY

The District assumes no responsibility for the maintenance and operation of any on-site recycled water system on the customer's side of the water meter with respect to violations of the regulatory agency requirements. The customer can expect a range in the quality of recycled water delivered to the use site due to the varied quality of source water. By accepting recycled water service, the customer acknowledges and agrees that such water is suitable for the customer's particular use(s). The customer should recognize the limitations of applying recycled water to their particular end use(s). The customer assumes all liability and responsibility of every other kind, arising out of the use of recycled water for customer's use(s). By accepting recycled water service from the District, customer agrees to hold the District harmless from any claim, damage or

liability resulting from quantities, quality, time or occasion of delivery, or any other matter related to the maintenance, operation, and service of the customer's on-site facilities.

1.9 ENFORCEMENT

- The District shall enforce the Rules and Regulations in all matters concerning the use of any recycled water. Each and every condition and requirement with respect to the use, connection, disconnection, reconnection, and/or discontinuance of recycled water and/or recycled water service provided by and set forth in the Rules and Regulations shall apply with equal force and effect to any person(s) or firm, public or private. There shall be no deviation from the Rules and Regulations except upon written authorization by the District's General Manager, who will act at all times within applicable regulatory agency constraints. An appeal procedure shall be provided and action of the Board of Directors shall be final.
- Potable water service will not be provided to applicants for new water service from the District unless and until they have complied with the requirements for installation of a recycled water system for any mandatory uses and complied with applicable requirements of the Rules and Regulations.
- Where an existing customer has been given notice of determination that use of recycled water is mandatory and recycled water is available, if, after a period of time from the date the applicant is notified in writing of the District's final determination under Section 4, the existing customer has not completed required on-site conversion work, then penalties may be imposed in accordance with provisions of Section 8.

1.10 PROTECTION OF PUBLIC HEALTH

The District reserves the right to take any action with respect to the operation of the recycled water system and at such time as it deems proper to safeguard public health. All production, distribution, and use of recycled water shall conform to the requirements of the Water Recycling Criteria. Where not covered more specifically herein, all uses shall conform to the California Department of Public Health (CDPH) Title 22 (2000), "Engineering Report Guidelines (2001)", which are deemed incorporated herein.

1.11 SERVICE AREAS

The Rules and Regulations pertain to recycled water service to lands and/or improvements lying within the jurisdictional boundaries of the District. Rules and Regulations applicable to properties outside the District are subject to agreement with the retail purveyor for the affected user.

Recycled water service shall be provided when related distribution facilities are completed and service becomes available.

1.12 AUTHORIZED USES

The Rules and Regulations limit the application of recycled water to those uses for which the Water Recycling Criteria or other specific State legislation provides requirements. Any of those uses or other uses for which explicit specifications are not provided in the Rules and Regulations can be considered, but must be approved on a case-by-case basis by the District after other appropriate regulatory agencies have granted such approvals, as may be required.

1.13 OTHER GOVERNING AUTHORITY

1.13.1 Los Angeles Basin Plan

The Basin Plan for the area of Los Angeles County within the Los Angeles Regional Water Quality Control Board (RWQCB) jurisdiction provides requirements and guidelines for use of recycled water within the service area with respect to surface waters and ground waters. The Rules and Regulations are based upon the current Basin Plan.

1.13.2 Guidelines for Distribution of Recycled Water

The District has adopted the American Water Works Association (AWWA) "Guidelines for Distribution of Non-potable Water," latest edition, published by the California-Nevada Section of AWWA, as its standards for construction of recycled water systems, which Guidelines are hereby incorporated into the Rules and Regulations by reference.

SECTION 2

DEFINITIONS

The following words and phrases are found in various locations of these Rules and Regulations. Their intent and meaning shall be interpreted as follows:

Air-gap separation: a physical break between a supply pipe and a receiving vessel. The air gap shall be at least double the diameter of the supply pipe, measured vertically above the top rim of the vessel, and in no case less than one inch.

Applicant: an owner, developer, builder, or authorized representative, firm, corporation, association, or agency that applies for recycled water service under the terms of the Rules and Regulations. A successful applicant becomes a recycled water customer.

Application rate: the rate at which water is applied to an irrigation or construction area, expressed in inches per day or gallons per minute per acre.

Approved backflow prevention assembly: a device installed to protect the potable water supply from contamination; this device shall be approved by the University of Southern California - Foundation for Cross-Connection Control and Hydraulic Research, CADPH, LACDPH and the District in conformance with applicable portions of Title 17 of the California Code of Regulations (Title 17).

Approved use: one or more authorized uses of recycled water, mandatory or otherwise, for which the District has issued a Use Permit.

Authorized uses: those purposes for which recycled water is authorized to be used under the Water Recycling Criteria, including but not limited to irrigation, recreational and landscape impoundments, cooling in manufacturing processes, flushing toilets and urinals, consolidation of backfill, and other appropriate uses. The District encourages but does not require customers to use recycled water for authorized uses except for those uses defined as mandatory herein.

ANSI: American National Standards Institute

ASTM: American Society for Testing and Materials.

AWWA: American Water Works Association.

AWWA Guidelines: AWWA's "for Distribution of Non-potable Water," California-Nevada Section, latest edition, or "for the On-site Retrofit for Facilities Using Disinfected Tertiary Recycled Water," edition.

AWWA Standards: AWWA's *Standards for Construction Materials*, latest edition.

Board of Directors: the Board of Directors of Rowland Water District.

CADPH: California Department of Public Health, Division of Drinking Water and Environmental Management.

Commercial use: authorized use of recycled water for toilets, urinals, decorative fountains, cooling towers, industrial processes and other permitted applications on commercial sites.

Construction use: authorized use of recycled water to support construction activities such as soil compaction and dust control during grading.

Contractor: the person(s), firm, or corporation entering into a contract with the District, owner, or customer for the performance of work on all or any portion of facilities subject to the Rules and Regulations.

Conversion: changing on-site supply from potable water to recycled water in systems that were originally designed and installed to use potable water (see also "retrofit").

County: County of Los Angeles, State of California.

Cross-connection: any unprotected actual or potential connection between a potable water system and any source or system containing recycled or other non-potable water or a substance that is not or cannot be approved as safe, wholesome, and potable; by-pass arrangements, jumper connections, removable sections, swivel or change-over devices and other devices through which backflow could occur, shall be considered to be cross-connections; cross-connections shall be as defined in Title 17, California Code of Regulations.

Cross-Connection Control Ordinance: Rowland Water District Ordinance No. 1-88.

CSDLAC: County Sanitation Districts of Los Angeles County (see also LACSD).

Customer: any person, group, firm, partnership, corporation, association or agency accepting recycled water from the District's recycled water facilities for use in accordance with the Rules and Regulations.

Design area: a site, with well-defined boundaries, proposed to receive recycled water for an approved use as delineated in an application for a Use Permit.

Design consultant: any person or firm registered with the State as an engineer or landscape architect to provide site layout, landscaping, or irrigation system design services.

Direct overspray: any discharge of water directly onto areas other than that for which the application of recycled water is approved.

Discharge: any release or distribution of recycled water to a use area or disposal site/mechanism (outfall, live stream discharge, municipal sewage system); all discharges of recycled water must be approved by the regulatory agencies.

Discharge Permit: a permit issued by the RWQCB for the discharge of recycled water.

District: Rowland Water District.

Economically feasible: shall mean that the applicant or existing customer will recover the cost of installing an on-site recycled water system or converting an existing system for recycled water use, plus any cost associated with extending the District's recycled water system to the Qualifying Property and otherwise complying with the Mandatory Connection Ordinance within five (5) years after commencing recycled water service, based on the differential between the estimated cost of using potable water for the authorized uses.

Effluent: treated wastewater discharged from a water recycling plant.

General Manager: the General Manager of Rowland Water District.

General public: any person(s) at large who may come in contact with facilities and/or areas where recycled water is approved for use.

GPM: gallons per minute.

HGL: grade line.

Industrial use: authorized use of recycled water for industrial processes such as cooling, flushing, or manufacturing, and other related applications.

Inspection and testing: District will perform regularly scheduled on-site visits with operational

testing accompanied by customer representative. The inspection and testing schedule will be determined by the District. In no circumstance will the interval between inspection and testing of a site be longer than every four years.

Inspector: any person(s) authorized by the District to perform inspection of either on-site or off-site facilities prior to construction, during construction, after construction or during operation.

Installer: a person(s) or firm performing work necessary to construct or install equipment or facilities subject to the Rules and Regulations.

Irrigated landscape: all areas irrigated including golf courses, parks, greenbelts, parkways, medians and other landscaped areas irrigated with a permanent irrigation system. Areas which are temporarily irrigated to restore natural vegetation for purposes of preventing erosion after grading shall not be included in calculating Irrigated Landscape.

LACDPH: Los Angeles County Department of Public Health, Environmental Health.

LACSD: Sanitation Districts of Los Angeles County.

Landscape impoundment: a body of recycled water, which is used for aesthetic enjoyment, landscape irrigation or which otherwise, that serves a function not intended to include public contact.

Mandatory Connection Ordinance: Rowland Water District Ordinance No. 0-9-2010.

Mandatory use: any one or combination of the following types of authorized uses: agricultural irrigation, construction use, landscape irrigation, landscape and/or recreation impoundments, and wildlife habitat use, for which recycled water is generally required by the District.

MGD: million gallons per day.

Non-potable water: water that is not intended for human consumption.

Off-site recycled water system: existing or proposed facilities under the control of the District, from the source of supply to the point of connection with the customer's on-site facilities, up to and including the District's meter and meter box.

Off-site supervisor: a qualified person designated by the District to be responsible for the safe and efficient operation of the District's recycled water distribution system; this person shall be knowledgeable in the construction and operation of recycled water distribution systems and in the application of State and local guidelines, criteria, standards, and regulations governing the use of recycled water.

On-site recycled water system: shall mean a recycled water system constructed and owned by the property owner which is physically separated from any potable water system, and complies with the requirements for cross-connection control, labeling and protection from human consumption or contact set forth in the Rules and Regulations and all applicable statutes, regulations, ordinances and orders.

Operations personnel: any employee of a customer, whether permanent or temporary, or any contracted worker whose regular or assigned work involves the supervision, operation or maintenance of equipment on any portion of on-site facilities using recycled water.

Operator: any person(s) or firm, who by entering into an agreement with a customer is responsible for operating on-site facilities.

Owner: any holder of legal title, contract purchaser, or lessee under a lease with an unexpired term of more than one (1) year, of property for which recycled water service has been requested or established.

Pantone™: color standard system.

Person: any public or private individual, partnership, corporation, agency, or association including homeowner's association.

Plans: the plans, working drawings, detail drawings, specifications, profiles, typical cross sections and supplemental drawings or reproductions thereof that shows locations, character, dimensions or details of the work.

POC: point of connection between on-site and off-site facilities.

Ponding: retention of recycled water on the surface of the ground or other natural or manmade surface that exceeds the surface infiltration rate and that is unable to runoff due to gravity such that a hazard or potential hazard to the public health results.

Potable water: water that conforms to the latest edition of the United States Public Health Service Drinking Water Standards, the California Safe Drinking Water Act, or other applicable standards.

PPC: positive pressure check.

Producer: an agency that produces recycled water.

psi: pounds per square inch.

Purple Book: an aggregate of California health laws related to recycled water, including excerpts from the Health and Safety Codes, Water Code and Titles 22 and 17 of the California Code of Regulations.

PVC: polyvinyl chloride.

Qualifying property: a parcel or tract that exists for which the District provides potable water service and for which it is economically feasible to provide recycled water service; or a parcel or tract for which development is proposed and for which it will be economically feasible to provide recycled water service.

Recycled water: as defined in *Water Recycling Criteria*, water that as a result of treatment of wastewater is suitable for direct beneficial use or a controlled use that otherwise would not occur, with the treatment of wastewater being accomplished in accordance with the criteria set forth therein.

Recreational impoundment: a body of recycled water used for recreational activities including, but not limited to, fishing, boating, and/or swimming, with allowable uses depending on treatment level of the recycled water.

Reduced pressure principle backflow prevention assembly: a backflow prevention device incorporating not less than two check valves, an automatically-operated differential relief valve located between the two check valves, a completely closing shut-off valve on each side of the check valve assembly, equipped with test cocks for testing.

Regulatory agencies: those public agencies having authority to promulgate rules and regulations, issue permits and enforce laws to protect the public health and water quality and having regulatory authority over the District, such as, CADPH, RWQCB, and LACDPH, and others as may be appropriate.

Retrofit: modifying on-site facilities that were originally designed to accommodate potable water use so that they now accommodate recycled water use in compliance with the Rules and Regulations (see also "conversion").

Rules and Regulations: the "Rules and Regulations Governing Recycled Water Service," and addenda thereto, and other rules and regulations referred to and incorporated herein.

Runoff: flow of water along the surface of the ground or other natural or man-made surface, including but not limited to, pedestrian walkways, streets, playground surfaces, and grassy slopes.

RWQCB: Los Angeles Regional Water Quality Control Board (Region 4).

Sanitation Districts of Los Angeles County: See also LACSD

Secondary effluent: wastewater that has been treated to a minimum level of effluent quality based on rules and regulations of the Environmental Protection Agency and defined with respect to biochemical oxygen demand, suspended solids, fecal coliform bacteria, and pH, and is consistent with provisions in *Water Recycling Criteria*.

Service: the furnishing of recycled water to a customer through a metered connection to the on-site recycled water system.

Service connection: the connection between the recycled water distribution system and the customer's on-site recycled water system.

Site Supervisor: a qualified person designated by a recycled water customer and approved by the District to be responsible for the safe and efficient operation of the customer's recycled water system; this person shall be knowledgeable in the construction and operation of recycled water and irrigation systems and in the application of State and local guidelines, criteria, standards and regulations governing the use of recycled water.

Standard specifications: specifications adopted by the District for construction of potable water and recycled water facilities.

State: State of California.

Tenant: any person, group, firm, partnership, corporation, association, or agency that pays rent to occupy and use land or a building.

Tertiary effluent: secondary effluent that has been disinfected and filtered consistent with provisions in *Water Recycling Criteria*.

Treated wastewater: wastewater treated in accordance with the requirements of "Water Recycling Criteria."

UL: Underwriter's Laboratory.

UPC: Uniform Plumbing Code.

Use area: the specific area contained within a use site, designated to be served with recycled water through on-site facilities.

Use site: the specific property, containing one or more use areas, designated by the legally recorded tract and lot or parcel map description.

Use Permit: a permit issued by the District to a recycled water service applicant after the satisfactory completion of the service application procedures set forth in the Rules and Regulations; this permit constitutes a service agreement that legally binds the customer to all conditions in the Rules and Regulations and to any and all applicable regulatory agency requirements.

Violation: noncompliance with any condition or conditions of the Rules and Regulations and/or a Use Permit by any person, action or occurrence, whether willfully or by accident.

Water reclamation: the renovation of wastewater to produce a product that is approved for specific beneficial uses by the appropriate regulatory agency.

Water Recycling Criteria: California Code of Regulations, Title 22, Division 4, Chapter 3, sections 60301 through 60355, inclusive.

Water Resources Technician: The Water Resources Technician of Rowland Water District.

Windblown spray: dispersed, airborne recycled water capable of being transmitted through the air by natural or manmade wind to locations other than that for which the direct application of recycled water is approved.

SECTION 3

CUSTOMER PROVISIONS

3.1 APPROVED USE AREAS

Recycled water may only be used for approved uses in areas approved by the District. Approval may be obtained only through the service application procedure contained in the Rules and Regulations. In all cases, approval of a use and use area by the District will be contingent upon satisfaction of the requirements of the District and other applicable regulatory agencies.

The customer shall obtain approval from the District for any proposed change in the character of the use of recycled water.

3.2 DESIGN APPROVAL

Prior to the construction of on-site facilities that will use or receive recycled water, the design of such facilities must be approved by the District. Approval shall be obtained only through the procedure contained in the Rules and Regulations. Approval shall be contingent upon the satisfaction of applicable design requirements, including those contained within the Rules and Regulations.

3.3 RECYCLED WATER SYSTEM RESPONSIBILITY

All off-site distribution facilities are the property of the District and shall be under the management and control of the District. Only authorized employees of the District shall have authority to operate said system and/or property in any manner. The off-site supervisor, designated by the District, shall be responsible for the operation of the off-site distribution systems and for the assessment of water quality as it relates to compliance with requirements of regulatory agencies. The Water Resources Technician is responsible for on-site monitoring and inspection of all customers.

3.4 REQUESTS FOR INFORMATION

Recycled water customers shall provide upon request, written responses to the District, RWQCB, CADPH, LACSD and LACDPH, requests for information to ascertain whether the recycled water customer is complying with the Rules and Regulations.

The District shall, upon request, make available to the customer a report that shows the typical or average quality of recycled water that the customer can expect to be delivered to his use site.

3.5 CONDITIONS OF SERVICE

The District reserves the right to revoke a Use Permit if any of the service conditions contained herein are not satisfied at all times.

3.5.1 Regulatory Conditions

Service to a customer may be terminated at any time the quality of the recycled water does not comply with the requirements of regulatory agencies or at any time the customer's operations do not conform to the Rules and Regulations.

3.5.2 Operational Conditions

Recycled water delivered through a connection to the District's recycled water system will be deemed to have been provided to, and received by, the customer identified in the Use Permit for recycled water service to that connection. Recycled water use may

or may not be subject to the same restrictions as potable water. The District reserves the right to schedule and control the use of recycled water if, in the opinion of the District or designated representative, control and scheduling are necessary.

3.5.3 Other Conditions

The customer shall retain a copy of the Rules and Regulations. The Rules and Regulations shall be maintained available at all times for reference by the operations personnel.

3.6 CONTINGENCY RESERVATIONS

If at any time during the construction or operation of facilities designed to use recycled water real or potential hazards are evidenced, the District reserves the right and has the authority to terminate water service in the interest of protecting the public health, safety and welfare or other elements of the recycled water system. In the event that recycled water service is so terminated, the District may, in the District's sole discretion, but shall not be obligated to, supply water to the affected on-site facilities either temporarily or permanently from the potable water system. The use of potable water would be subject to potable water availability from the District as well as special conditions set by the CADPH, LACDPH, and/or the District.

SECTION 4

PERMITTING PROCESS AND TIMELINE

The permitting process typically includes the following principal steps:

The permitting process typically includes the following principal steps:

- Preliminary Determination Notice
- Reconsideration and Waiver Process
- Final Determination Notice
- Use Permit Application
- Approval of the Applicant's Plans by the County
- Construction
- Inspection
- Issuance of Use Permit
- Commencement of Service

Each of these principal steps is discussed in the following sections and is summarized in Attachment B. The steps vary somewhat depending on whether the prospective recycled water use is a conversion from an existing potable water service or is a new service.

4.1 PROCEDURES FOR EXISTING POTABLE WATER SERVICE CUSTOMERS

4.1.1 Preliminary Determination Notice

The District shall make a preliminary determination, based on existing and planned extensions of the recycled water distribution system, as to which existing potable water customers it is economically feasible to convert to the use of recycled water. Whenever the District has made a preliminary determination that use of recycled water is mandatory, the District shall provide written notice to the prospective customer(s) of the District's preliminary determination. Such notice shall include as a minimum: descriptive information about the planned recycled water system, information on the cost of conversion and expected savings to the customer from replacing potable water uses with recycled water, customer responsibilities under the Rules and Regulations, current recycled water pricing, descriptive information about on-site facilities requirements necessary for conversion to recycled water, and an explanation of the customer's right to request reconsideration or a waiver.

4.1.2 Reconsideration and Waiver Process

Within thirty (30) days of the date of notice of a preliminary determination by the District that a customer will be required to convert to recycled water service, the customer may request reconsideration of the determination or waiver of the requirement. The request for reconsideration or waiver must be in writing and specify the reasons for the objection. A request for reconsideration or waiver must be based upon facts indicating that the conversion to recycled water would not be economically feasible, or would present an undue risk to health and safety, or that under the particular circumstances the requirement of use of recycled water would impose an unreasonable hardship or burden upon the customer. Unless a request for reconsideration or waiver is

submitted in a timely manner, the preliminary determination will be final. District staff will review the request for reconsideration or waiver and will determine whether the preliminary determination that the use of recycled water is economically feasible should be modified or confirmed, or whether a waiver should be granted due to unreasonable hardship or burden under the particular circumstances. Upon issuance of a final determination, the customer may appeal the determination to the General Manager of the District.

4.1.3 Final Determination Notice

The District shall make final determination regarding recycled water service by written notice to the customer. Such notice shall include as a minimum: reference to the preliminary determination notice, indication of specific customer service(s) to be affected by the determination, and the requirement of and timing for on-site facility construction. The date of the final determination notice shall begin a ninety (90) consecutive calendar day time period during which the customer must apply for a Use Permit, complete on-site facility construction and become ready to receive recycled water service.

4.1.4 Use Permit Application

Unless a waiver is granted, current District customers who are notified that recycled water use is mandatory will be required to complete a Recycled Water Use Permit Application form (see Attachment D) provided by the District and obtain a Use Permit from the District. Upon issuance of a Use Permit by the District and commencement of recycled service to the customer's property, the customer will be responsible for complying with the requirements for operating a recycled water system including maintenance of backflow prevention devices and compliance with the Cross-Connection Control Ordinance.

4.1.5 Recycled Water Conversion Costs

A potable water customer, with an existing connection to the District's potable water system, who is required by the District to use recycled water for mandatory uses, shall bear the cost for those modified or additional facilities on the customer's property which are necessary to convert such uses from potable to recycled water. The District will pay the cost of preparing plans, which show the modifications of the system, and processing the plans through LACDPH. The District shall at District expense construct the recycled water service connection to the customer's property and install a recycled water meter.

4.1.6 Financial Assistance to Conversion Customers

As the District expands the recycled water system, it will identify existing customers who would benefit by converting suitable water uses to recycled water service, by the quantity of water used for mandatory and authorized recycled uses, and the proximity of the property to an existing or planned recycled water main. If, after notice of determination to an existing customer that recycled water use is mandatory, the customer requests reconsideration or a waiver based upon unreasonable hardship or economic burden, the District may offer, as an alternative to a waiver, to provide financial assistance to the customer to make the conversion of the customer's on-site water system to accommodate recycled water. Such assistance may be provided where the cost to the District of providing financial assistance to the customer is outweighed by the benefits to the District and its customers in terms of reduced cost of water supply, conserving potable water for uses requiring potable water and making the most efficient use of the District's recycled water facilities. The provision of financial assistance shall be solely in the discretion of the District based upon operational and financial considerations. The District shall not be obligated to offer financial assistance to any customer. The terms of the financial assistance will be based upon the particular circumstances of each case, and may include a requirement

that the customer continue to pay potable water rates for recycled water until any funds advanced by the District for converting the customer's on-site water system are recovered.

4.2 PROCEDURES FOR NEW WATER SERVICE APPLICANTS

4.2.1 Application for New Water Service Installations

Applicants requesting a new water service installation, or modifications to the existing water service connection, shall provide the District with all necessary information concerning the uses of water through the proposed connection. The District will determine whether recycled water is mandatory and suitable for those specific uses and may require additional information it deems necessary. The Applicant will provide the District with a completed Potable/Recycled Water Service Installation Request Form (Attachment C), and any plans or documents that identify the total area of current or projected irrigated landscapes, recreation impoundments, wildlife or domesticated livestock uses, the total number of toilets and urinals, and the projected water demands for any manufacturing or industrial applications suitable for recycled water use. The District will review the application request and determine if the quantity and quality of recycled water can be made available for the development. All fees and costs for providing water service will be determined by the District and due prior to any installation.

The following items are to be provided to the District:

- Completed Potable/Recycled Water Service Installation Request Form (Attachment C).
- Approved Project Plans including Site Plan, Mechanical/Plumbing Plan and Landscape and Irrigation Plan.
- Required fees and deposits – due prior to approval.

4.2.2 Preliminary Determination Notice

Upon the District's preliminary determination that an applicant for new water service will be required to connect to the recycled water system, the District shall provide a written notice advising the applicant of the requirements for installation of separate on-site facilities, requirements for extension of the District's distribution mains necessary to connect to the applicant's property, customer responsibilities under the Rules and Regulations, current recycled water pricing, and an explanation of the applicant's right to request reconsideration or a waiver.

4.2.3 Reconsideration and Waiver Process

Within thirty (30) days of the date of notice of a preliminary determination by the District that an applicant is required to connect to the recycled water system, the applicant may request reconsideration of the determination or waiver of the requirement. The request for reconsideration or waiver must be in writing and specify the reasons for the objection. A request for reconsideration or waiver must be based upon facts indicating that the use of recycled water for mandatory uses would not be economically feasible, or would present an undue risk to health and safety, or that under the particular circumstances the requirement of use of recycled water would impose an unreasonable hardship or burden upon the applicant. Unless a request for reconsideration or waiver is submitted in a timely manner, the preliminary determination shall be final. District staff will review the request for reconsideration or waiver and will determine whether the preliminary determination that the use of recycled water is economically feasible should be modified or confirmed, or whether a waiver should be granted due to unreasonable hardship or burden under the particular circumstances. Upon issuance of a final determination, the prospective customer may appeal the determination to the General Manager of the District.

4.2.4 Final Determination Notice

The District shall make final determination regarding recycled water service by written notice to the applicant. Such notice shall include as a minimum: reference to the preliminary determination notice, indication of specific prospective applicant service(s) to be affected by the determination, and the requirement of and timing for on-site facility construction. The date of the final determination notice shall begin a negotiated time period during which the applicant must obtain the Use Permit, complete on-site facility construction and become ready to receive recycled water service.

4.2.5 Use Permit Application

Unless a waiver is granted, applicants who are notified that recycled water use is mandatory will be required to complete a Recycled Water Use Permit Application form (see Attachment D) provided by the District and obtain a Use Permit from the District. Upon issuance of a Use Permit by the District and commencement of recycled service to the applicant's property, the applicant will be responsible for complying with the requirements for operating a recycled water system including maintenance of backflow prevention devices and compliance with the Cross-Connection Control Ordinance.

4.2.6 Temporary Use of Potable Water

At the discretion of the District, potable water may be made available on a temporary basis until recycled water is available. Before the applicant receives temporary potable water, a Use Permit must be obtained for on-site service. Before the applicant switches to recycled water service, an inspection of the on-site facilities will be conducted to verify that the facilities have been maintained and are in compliance with the Use Permit and the Rules and Regulations. Upon verification of compliance, recycled water shall be served to the parcel for the intended use. If the facilities are not in compliance, the applicant shall be notified of the corrective actions necessary and shall have thirty (30) days to take such actions prior to initiation of enforcement proceedings.

No recycled or potable water use from off-site to on-site facilities is allowed for sites being designed for potable or recycled water until all water meters, meter boxes, and backflow prevention assemblies have been installed, tested, and inspected. On-site cross-connection testing must be completed to the satisfaction of the District prior to any meter releases. The District shall be contacted to turn on the water service angle stop to facilitate the testing of the backflow assemblies for testing purposes only. Backflow assembly test results are to be submitted to the Inspector. Special considerations can only be made by the Water Resources Technician.

4.2.7 Cost of Facilities

Applicants for new water connections, regardless of whether the property was previously developed or is newly developed, will be required to bear the entire cost of those facilities necessary to accommodate recycled water for all mandatory uses, and, if desired, any other authorized uses. All customer-owned on-site recycled water systems shall comply with the Rules and Regulations, the Water Recycling Criteria, and all other statutes, ordinances, regulations and orders of Federal, State and local agencies having regulatory authority over the use of recycled water.

4.2.8 Extension of Recycled Water Main

Each applicant for a new water connection shall be responsible for all costs of constructing a separate recycled water system for mandatory recycled water uses on the property, including the cost of plan preparation and processing required for a recycled water system. Applicants will also be required to pay the cost of constructing

recycled water lines and appurtenances necessary to connect the applicant's recycled water facilities to the nearest recycled water main of the District. The applicant may be required to bear the cost to extend the recycled water system of the District's to a point abutting the property boundary if the District determines that such cost does not make the use of recycled water economically infeasible. If the District determines to extend the line from a point on the District's recycled system other than the nearest point to the applicant's property, or determines to construct a line larger or longer than that needed to provide recycled water service to the property for operational or other reasons, then the additional cost thereof shall be borne entirely by the District. Applicants will be required to deposit in advance the estimated cost of engineering services associated with design of the recycled water system extension necessary to serve the property, and to deposit the estimated cost of construction of the extension, prior to award of a contract.

4.3 USE PERMIT

4.3.1 Requirements

The customer or applicant who has obtained a Use Permit shall comply with the terms and conditions of the Use Permit, the Rules and Regulations, and any additional and future requirements prescribed by the District or other agencies governing recycled water service.

4.3.2 Permit Force

The Use Permit shall become effective upon completion of construction of the on-site project and inspection and final approval by the involved regulatory agencies. The Use Permit shall constitute a binding agreement between the District and the customer.

4.3.3 Permit Availability

A copy of the current Use Permit must be on file at the customer's office and available for review at all times.

4.3.4 Permit Life

The Use Permit shall remain in effect indefinitely, but may be temporarily or permanently revoked if:

- A change of identity of the customer occurs and the customer has not notified the District via the Recycled Water Use Permit Application form (see Attachment D) of the impending change thirty (30) consecutive calendar days prior to the change.
- A change of operator occurs and the customer has not notified the District via the Recycled Water Use Permit Application form (see Attachment D) of the pending change thirty (30) consecutive calendar days prior to the change
- A change of recycled water use occurs inconsistent with the Use Permit
- A violation occurs and results in termination of service

A newly completed Recycled Water Use Permit Application form (see Attachment D) must be submitted to the District to reinstate a Use Permit that has been cancelled. In the event a Use Permit is revoked due to violation of the Rules and Regulations, recycled water service to the customer will be terminated and the customer's use of potable water will be subject to the surcharge set forth in Section 8.

4.4 DESIGN AND CONSTRUCTION SUBMITTALS AND RECORDS

4.4.1 Facility Layout Documents

A location drawing shall be submitted by the customer to the District and approved by the District prior to commencing any installation of facilities. This drawing shall indicate the exact boundaries of the site of the proposed recycled water use at a scale that includes the site and the nearest paved surface street.

4.4.2 System Design Documents

The following information shall be submitted to and approved by the District prior to commencing any construction:

Plans and Specifications - Two copies of the plans, details and specifications (20-scale), signed by the design engineer or landscape architect (for the construction of the irrigation system), shall be submitted to the District for review and approval. All drinking fountains, permanent tables, potable water lines, water meters, backflow prevention assemblies, play areas, hardscape, ball field layouts, etc. shall be shown on the plans. Plans shall include a vicinity index map and shall include major street crossings and point of connection street names. Title sheet shall show Tract and Lot number. Plans shall include irrigation system design, notes, appurtenance details and legends without separate attachments.

Materials and Equipment Criteria - A legend showing the pertinent data for the materials used in the system shall be recorded on the plans. The legend shall include a pipe schedule listing pipe sizes and type of materials of construction, and all related appurtenances including their size, model number and description. Provide a detail for the installation of all proposed appurtenances and controller timing charts showing maximum hours of operation.

Call-Outs - Backflow prevention assemblies, meters, vaults, quick couplers, hose bibs, all potable water lines, exterior drinking fountains and other facilities shall be shown and called out on the plans. If no backflow prevention assemblies, potable water lines, exterior drinking fountains or other facilities are present in the design area, then it shall be specifically stated on the plans that none exists.

Standard Notes - as minimum, standard notes that are to be listed on the plans are as follows. Some notes may not apply to all recycled water uses. Additional notes may be added, as appropriate.

1. The design, installation, identification and use of all on-site potable, fire protection, and recycled water systems shall conform to all State of California, County of Los Angeles, AWWA, and District rules, regulations, guidelines, articles and codes regarding the design, installation, identification, use and maintenance of on-site systems and protection of the public's health. The Contractor shall have a copy of these plans and the Standard Specifications on the job at all times.
2. No construction shall take place without all required approvals and signatures on the plans.
3. The District shall be furnished with two (2) copies of the approved construction plans prior to starting construction. A pre-construction meeting shall be held on the jobsite prior to the start of construction.
4. The Inspector shall be notified two days (48 hours) prior to construction, or any inspection.
5. All water meters and related appurtenances shall be installed and inspected per District specifications before any water use can take place.

6. On-site Separation Requirements:

Horizontal Separation: The pressurized recycled water piping shall maintain a ten (10) foot horizontal separation at all times from all potable water piping and/or a parallel sanitary sewer system. If a 10-foot horizontal separation is not possible, special construction requirements shall be considered. Common trench construction is prohibited.

Vertical Separation: The pressurized recycled water piping shall maintain a minimum one foot vertical separation at all times from all pressurized potable water piping and/or a sanitary sewer system. The pressurized recycled water piping shall be installed one foot below all pressurized potable water piping and one foot above all sanitary sewer systems. If a one foot vertical separation is not possible, special construction requirements shall be considered.

7. Quick coupling valves on recycled water irrigation mainlines shall be removed at the end of the maintenance period unless specifically approved by the District to remain in place. If the quick coupling valves are required to be removed, the manner of removal shall be determined by the District.
8. Adjust all recycled water irrigation sprinkler, impact and rotor heads to minimize direct overspray, windblown spray, ponding and runoff, onto non-irrigated areas.
9. Any deviations from the signed and approved set of plans must be approved in writing prior to installation by the design consultant and the District. Any revision must be submitted to the design consultant and the District for approval. Failure to comply will result in a "stop work notice."
10. Final recycled water irrigation coverage tests must be performed and passed before a final release will be issued. Direct overspray, windblown spray, ponding and runoff onto non-irrigated areas are prohibited.
11. Cross-connection tests shall be performed on all on-site water systems, including potable, fire protection, and recycled water, as determined by the District prior to the use of recycled water. All cross-connection tests must be performed and approved before a final release will be issued.
12. The entire on-site recycled water system and its appurtenances, as well as other related on-site facilities and appurtenances, shall be inspected and reviewed by the District. Final inspections/site reviews must be performed and approved by the District before a final release will be issued.
13. Recycled water irrigation system hours of operation are limited to between 9:00 p.m. and 6:00 a.m. unless directed otherwise by the District.
14. The following information must be submitted to The District before a final release will be issued:
 - a. One complete set of District-approved record plans.
 - b. Completed District backflow investigation and test reports for all backflow prevention assemblies on site.
15. Failure to comply with any of the prior provisions and/or any other provisions of the Rules and Regulations will place the system in violation of the Rules and Regulations and will result in a "stop work notice" and/or termination of service until appropriate corrective steps have been taken.

16. The applicant shall install internal, external, or in-line anti-drain valves as necessary in recycled water irrigation systems to prevent low-head drainage.

4.4.3 Final Record Drawings and Documents

Final Record drawings shall be approved by the District as follows before a request for regular service start-up is made. Some items may not apply to all recycled water uses.

Recording Changes - All changes in the work constituting departures from the original design drawings, including changes in pressure and non-pressure lines, number or location of spray heads, bubbler or drip systems shall be accurately recorded on one set of drawings. At the end of each working day, the contractor shall record all work accomplished for that day on the set of drawings in red ink. The final set of record drawings shall be professionally drafted in ink for future photo processing and reproduction. The red line copy shall be available to District upon request.

Dimensioning - All dimensions shall be taken from two permanent points of reference such as buildings, monuments, sidewalks, curbs or pavements.

Specific Call-Outs - The locations of the following items shall be shown:

- POCs
- Routing of irrigation supply lines
- Gate valves
- Sprinkler control valves
- Quick coupling valves
- Routing of control wires
- Irrigation controllers
- Remote control valves
- Irrigation-related appurtenances

Record Drawings - For the purpose of reference, record drawings shall be available at all times.

Irrigation Control Charts - Shall be prepared and submitted with the record drawings, and approved by the District before formal request for service start-up is made. The chart submittals shall include the following:

- Three 11"x16" controller charts shall be provided for each point of connection supplied showing the system area covered by the controller.
- Each chart shall be a reduced record drawing of the system. The final controller sequence shall be clearly legible at the reduction chosen.
- Each chart shall show the area of coverage for each station with colored areas.

4.4.4 Establishing a Temporary Service Connection

Prior to regular service, a temporary service connection may be used to supply recycled water to on-site facilities to permit testing of all or a portion of the facilities

during installation. The Inspector shall be notified at least 24 hours in advance of such intended use of recycled water.

Except as provided above for testing, no recycled water connections from off-site to on-site facilities are allowed for sites being served potable water until cross-connection testing is satisfactorily completed and all backflow prevention assemblies have been installed, tested and inspected. Test results are to be submitted to the Inspector. Special considerations may be made by the Water Resources Technician.

4.4.5 Final On-site Facilities Inspection

Before final acceptance, the District and the Contractor's superintendent or foreman, will make a final inspection of all work to check the following items:

1. Final site review.
2. Final irrigation coverage test has been performed.
3. Cross-connection testing has been performed and passed.
4. The information requested in the Standard Notes has been submitted to the District.

The District will issue a completed recycled water certification form and Use Permit upon successful completion of final inspection. The Use Permit must be obtained within 90 days following the service connection establishment, otherwise service will be discontinued.

4.5 REPORTING

Certain reporting or notification between the parties involved with the use of recycled water may be conducted in person or by telephone.

4.5.1 The District

The following information shall be submitted in writing by the District to the customer upon request and relates to ongoing recycled water service:

- The quantity of recycled water consumed by the customer.
- The typical or average quality of recycled water delivered to the customer.
- A recycled water monitoring report for the site.

4.5.2 Customer

The customer shall report any non-compliance that may endanger health or the environment. Any such information shall be provided orally to the District immediately after the customer becomes aware of the circumstances. A written submission shall also be provided within five days of the time the customer becomes aware of the circumstances. The written submission shall contain a description of the noncompliance and its cause; the period of noncompliance, including exact dates and times, and if the noncompliance has not been corrected; the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent recurrence of the noncompliance. The District, or an authorized representative, may waive the written report on a case-by-case basis if the oral report has been received within 24 hours. The following occurrences(s) must be reported to the District within 24 hours:

- Any unplanned or uncontrolled discharge of recycled water resulting from water line breaks, malfunctioning control system, or any other

circumstances.

- Discharge of recycled water outside of the approved use area due to runoff, direct spray, overspray or windblown spray.
- Discharge of recycled water at a construction site in an unapproved manner or in an unapproved area.
- Due to the potential threat to the public water supply, discovery of a cross connection must be reported immediately to the District.

4.6 UPGRADES AND ALTERATIONS TO ON-SITE WATER SYSTEMS

Upgrades or alterations to on-site recycled, non-potable, and potable water systems on recycled water use sites must be inspected and approved by the District. Prior to commencement of new work, existing record drawings must be revised and submitted to the District for approval. Any upgrades or alterations made to an on-site recycled water system or potable water system on recycled water use sites that are not inspected or do not follow stated notification procedures place the owner and on-site system in violation of the Rules and Regulations. Any upgrade or alterations performed and backfilled without District inspection shall be exposed at the owner's expense for inspection and compliance determination. Penalties may apply, including, but not limited to, termination of service.

4.7 REPAIRS TO ON-SITE WATER SYSTEMS

Repairs to on-site recycled, non-potable, and potable water systems on recycled water use sites must be inspected by and completed to the satisfaction of the District. The District must be notified immediately when a repair is made. Any repairs performed and backfilled without District inspection shall be immediately exposed at the owner's expense for inspection and compliance determination. Any on-site repairs that are not immediately inspected or do not follow stated notification procedures place the owner and irrigation system in violation of the Rules and Regulations. Penalties may apply, including, but not limited to, termination of service.

SECTION 5

TECHNICAL REQUIREMENTS FOR ON-SITE RECYCLED WATER FACILITIES

5.1 IRRIGATION SYSTEMS

5.1.1 Design Responsibility

The design of an on-site irrigation system that will use recycled water, including the preparation of plans and construction specifications, shall be under the responsibility of a qualified design consultant.

5.1.2 Provisions for Recycled Water

In those areas where recycled water is not immediately available for use when the area is ready for construction, an approved backflow prevention assembly shall be required for any potable water use. This assembly shall be provided, installed, and tested at least annually by the customer. All maintenance of the on-site backflow prevention assembly shall be the responsibility of the customer. In those cases where the District uses a master backflow prevention assembly at the inter-tie between the recycled water distribution system and the potable water system, the District may waive the requirement for the customer to install an on-site approved backflow prevention assembly.

Only the District, or the customer in accordance with District's requirements and under the approval and inspection of the District, shall remove said backflow prevention assembly and make the connection to the recycled water distribution system when recycled water becomes available. At such time, if the District removed the assembly, District shall return the assembly to the customer. The District shall determine all points of connection to the District's off-site facilities.

Backflow prevention assemblies are not required on recycled water irrigation systems after service has begun with recycled water. However, backflow prevention assemblies may be required on irrigation systems using recycled water, on a case-by-case basis as determined by the District. Backflow prevention assemblies required by the District on recycled water systems shall be clearly identified by painting the assemblies Pantone 522 color and/or installed in protective enclosures. The District shall notify the customer and it is the customer's responsibility to test these recycled water backflow prevention assemblies annually with the appropriate equipment, used only for recycled water backflow prevention assemblies.

5.1.3 Service Line

District reserves the right to specify the amount, size, and location and/or type of all off-site facilities. The recycled water service lines shall be extended to a location in compliance with the District's standard drawings or a curb line of the customer's property abutting upon a public street, highway, road or utility easement in which recycled water mains are installed.

5.1.4 Service Pressure

The pressure zone/hydraulic grade line shall be as provided by the District. The design consultant must prepare and submit a hydraulic worksheet indicating hydraulic constraints. When off-site system pressures are inadequate or exceed demands, the addition of booster pumps and/or pressure regulators shall be the responsibility of the owner.

5.1.5 Design Application Rates

The on-site irrigation system shall be designed to apply irrigation water in a manner compatible with the infiltration rates of the soil types within the approved use area. Evidence that infiltration rates have been assessed shall be included with the design. Where varying soil types are present to the extent that they cannot be adequately addressed by separate zones, the design of the irrigation system shall be compatible with the lowest infiltration rate present.

5.1.6 System Layout

- The irrigation system shall be designed based on peak-application rate requirements to prevent discharge onto areas that are not approved for use. Adjustable arc, adjustable radius sprinklers with anti-drain/check valves shall be used adjacent to roadways, boundary lines, and hardscape to confine the discharge from the irrigation system to the design area. Recycled water leaving the planting areas, whether by direct overspray, ponding, runoff, or windblown spray, shall be minimized. A drainage device under control of the owner shall be installed at the toe of slope draining to single family residential lots. Drainage devices must stand-alone; slope drainage devices shall not be tied into any other drainage systems, e.g., private systems for single-family lots.
- The irrigation system design shall avoid spray patterns that include obstructions that tend to concentrate recycled water to produce ponding and/or runoff, such as direct or indirect spraying against structures or objects.
- No common trenching with other utilities of any kind is permitted.
- The District reserves the right to limit the area of land under one ownership or homeowner's association to be supplied by one recycled water service connection and corresponding meter.
- No service connection will be made for the purpose of supplying two or more parcels through a common service even though the premises may be in the same ownership. When a parcel is divided into two or more lots, separate service connections must be established for each lot to which service is provided. More than one residential unit on a single parcel, including apartments, duplexes and lots with houses at the front and rear may be served through a single service if application is made by the owner or other person who assumes full responsibility for the payment of all charges to the account of the service. Service to multiple residential units on a single parcel will be classified as "Multi-Family Residential Service" and billed at the District's established rates for such service. Violation of the rule prohibiting service to more than one parcel through a single service connection shall be cause for discontinuance of service through the service connection upon 30 days written notice to the original applicant to correct the violation. This regulation does not apply to service under separate contract with a water provider.
- For properties of the same customer, irrigation systems shall be allowed to cross roads, streets, or other public rights-of-way to serve medians and slopes along streets. For properties under the ownership and control of other parties, a recorded easement shall be mandatory. A copy shall be issued to the District.
- All recycled water used on any property must pass through the meter. Customers shall be held responsible and charged for all recycled water passing through the water meters.

- On-site separation requirements:

Horizontal Separation: The pressurized recycled water piping shall maintain a ten (10) foot horizontal separation at all times from all potable water piping and/or a parallel sanitary sewer system. If a 10-foot horizontal separation is not possible, special construction requirements shall be considered. Common trench construction is prohibited.

Vertical Separation: The pressurized recycled water piping shall maintain a minimum one-foot vertical separation at all times from all pressurized potable water piping and/or a sanitary sewer system. The pressurized recycled water piping shall be installed one foot below all pressurized potable water piping and one foot above all sanitary sewer systems. If a one-foot vertical separation is not possible, special construction requirements shall be considered.

5.1.7 System Control Devices

Every newly constructed recycled water service line shall be equipped with an angle stop on the inlet side of the meter and ball valve on the discharge side of the meter, located within District maintained meter boxes. The angle stop is to be used only by District personnel to control the recycled water supply through the water service line. The ball valve can be used by the customer to control the recycled water supply through the water service line. If the angle stop, ball valve, meter box, meter lid, or automatic meter reader equipment is damaged by the customer to an extent requiring repair or replacement, then the customer shall bear full financial responsibility for repair and replacement.

5.2 CONSTRUCTION WATER FACILITIES

5.2.1 Service Connections

Service connections for the construction use of recycled water may be provided by the District at locations as convenient as practicable to the customer, but at the discretion of the District. The service shall include a valved connection to a recycled water distribution main and water meter whose capacity shall be determined by the District from information supplied by the customer in the application for recycled water service. The meter shall be supplied and installed by the District.

5.2.2 On-site Distribution Facilities

Transmission lines for conveying recycled water from the metered service connection to a storage container or water distribution vehicle shall be of adequate size and structural integrity to ensure that leaks or ruptures will not occur in the course of normal construction activity. The customer shall provide these lines. Lines crossing construction roadways or other areas receiving regular vehicular traffic must be buried to a depth of at least 18 inches for pipes less than 2-inch diameter or a minimum of 24 inches deep if pipe diameter is 2 inches or greater. All lines shall be sleeved with Class 200 pipe twice the diameter of the transmission line. Rigid pipe able to withstand the planned vehicular loads shall be employed for such installations. All piping and appurtenances shall be identified as recycled water to the satisfaction of the District.

5.2.3 Storage Facilities

Recycled water storage tanks and distribution vehicles shall be of adequate design and structural integrity to ensure that leaks or ruptures will not occur in the course of normal use. The customer shall provide these tanks or ponds. All storage ponds and any storage tanks not supported more than six feet above ground-level shall be

contained within a fence or other enclosure that will restrict access by the general public to these facilities at all times when operations personnel are not present. Outlet control with positive shut-off shall be provided at each storage facility with mandatory District approved air gaps. All storage tanks and distribution vehicles shall be identified as recycled water to the satisfaction of the District.

All recycled water storage facilities owned and/or operated by the customer shall be protected against erosion, overland runoff, and other impacts resulting from a 100-year frequency 24-hour storm, and protected against 100-year frequency peak stream flows.

5.2.4 Distribution Vehicles

Vehicles used for distributing recycled water for soil compaction and dust control shall be provided with adequate tanks and plumbing systems to ensure that leaks and ruptures will not occur in the course of normal use. A District-approved air gap is mandatory. Control valves shall be provided such that the recycled water can be applied in a controlled fashion for the approved use area and completely retained during transit in all other areas. Spray heads or nozzles shall be provided and configured such that the discharge is uniformly distributed and runoff, ponding, or windblown overspray conditions minimized.

5.2.5 Identification

All meters, valves, piping, storage tanks, pipe stands, water burros, and impoundments utilizing recycled water shall be identified as recycled water to the satisfaction of the District.

5.3 NON-IRRIGATION SYSTEM FACILITIES

All industrial, commercial and other non-irrigation recycled water system facilities shall conform to the technical guidelines as stipulated for irrigation and construction water systems noted above. Additionally, specific supplemental facility design requirements may be applied by the District and/or LACDPH on a case-by-case basis.

5.4 PROTECTIVE MEASURES

The following provisions are to protect the potable water supplies against cross-connections with the customer's recycled water system. These provisions are in addition to, not in lieu of, the controls and requirements of other regulatory agencies. These provisions are in accordance with Title 17. The Rules and Regulations are intended to protect the potable water supplies and are not intended to provide protection of customers from the hazards of cross-connections within their own property.

Approved backflow prevention assemblies on the potable water services to the property, as required in the Rules and Regulations, shall be provided, installed, tested, and maintained by the customer at customer expense. These assemblies shall be located on the property served immediately downstream of the meter and shall not be on District facilities. All devices used shall be readily accessible for testing and maintenance and no device shall be submerged or exposed to recycled water, direct overspray, or runoff at any time.

During application for recycled water service, the applicant must provide sufficient information, including plumbing and building plans, to enable the District to determine the level of backflow protection required. The proper backflow protection, as determined by the District and approved by LACDPH and other appropriate regulatory agencies, shall then be installed, inspected, and tested before recycled water service is provided.

The customer shall notify the District not less than 30 days prior to a change of use regarding potable or recycled water, customer, Site Supervisor, owner, tenant, or operator. District will then reassess the level of protection required. Any and all proposed alterations or upgrades to existing on-site water facilities must be reported to and approved by the District prior to the proposed change.

At their discretion, representatives of the District, and any regulatory agency having jurisdiction may conduct surveys of property where the District provides water service. These surveys are to determine if any actual or potential cross-connections exist. The customer shall provide full cooperation including manpower in facilitating these surveys.

Where protection is required, backflow protection in accordance with Title 17 and approved by LACDPH for potable water supplies shall be provided as follows:

- Each District water service connection that supplies potable water to a parcel having a recycled water supply shall be protected against backflow from the parcel into the potable water to the satisfaction of the District.
- Backflow protection may be required at parcels where there has been a history of cross-connection violation prior to recycled water supply being re-established.

Water meters used for recycled water service shall be tagged, color-coded, or otherwise distinguished as such in accordance with AWWA Guidelines. These meters shall not be interchanged or used for potable water service after repairs and/or meter testing has been performed.

SECTION 6

CONSTRUCTION SPECIFICATIONS FOR ON-SITE RECYCLED WATER FACILITIES

The following details for customer construction specifications that are use specific, such as for irrigation, are intended as examples of current use practice, and are not intended to preclude other approved uses, which may require case-by-case specifications.

6.1 GENERAL CONDITIONS

All construction work for on-site recycled water facilities shall be in conformance with the Rules and . Work is to begin only after the contractor, installer, or customer has obtained approval in the form of signed plans or revisions for recycled water use from the District (issued a Use Permit) and LACDPH.

6.1.1 Trade Names or Approved Equivalents

The contractor shall be permitted to supply any of the specified materials or to offer for approval by the design consultant and the District equivalent materials in accordance with the appropriate section of the Rules and Regulations.

6.1.2 Permits and Licenses

Except as otherwise provided, the contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work.

6.1.3 Liability

Neither the District, its employees and officers, members of the Board of Directors, nor authorized agents shall be personally responsible for any liability arising out of the work performed. The customer shall procure and maintain for the duration of the construction period certificates of general liability insurance and workmanship insurance in forms and amendments approved by the District and naming the District, and all the prior individuals as additional insures.

6.1.4 Loss and Damage

Neither the District, nor authorized representatives thereof shall be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof; or for any material or equipment used in performing the work; or for injury or damage to any person(s), either workmen or the public; or for damage to the owner's or customer's property or improvements, or for damage to adjoining property from any cause whatsoever during the progress of the work or at any time before or after final acceptance.

6.1.5 Legal Responsibility

The Contractor shall keep fully informed of all laws, ordinances and regulations that in any manner affect those engaged or employed in the work or the materials used in the work, or that in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. If any discrepancy or inconsistency is discovered in the plans, drawings, specifications, or other documents in relation to any such law, ordinance, regulations, order, or decree, the contractor shall forthwith report the same to the design consultant and the District in writing.

The contractor shall observe and comply with and shall cause all of the contractor's agents and employees to observe and comply with all such existing and future laws, ordinances, resolutions, regulations, orders and decrees, and shall protect and indemnify the District, its employees and officers, members of the Board of Directors, and authorized agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by the contractor or contractor's employees.

The contractor shall also indemnify and save the District, its employees and officers, members of the Board of Directors, and authorized agents harmless from all costs, losses, expenses, damages, attorneys' fees, and other costs of defense that the District may incur with respect to or on account of the work, and with respect to the failure, neglect or refusal of contractor to faithfully perform the work and all of contractor's obligations under the contract. Such costs, expenses, and damages shall include all costs incurred by the District to defend against any claims, stop notices or lawsuits based thereon in which the District is made a party

The contractor shall observe the rules and regulations of the State, Department of Industrial Relations, Division of Industrial Safety, and, in particular, rules and regulations relating to shoring of trenches and excavations. All work shall be done in accordance with all directives, provisions and requirements pertaining to the method and manner of performing the work, in accordance with Cal/OSHA latest amendment or revision.

The contractor shall provide a job foreman present during working hours that can communicate effectively with District personnel both orally and in writing.

6.1.6 Inspection Authority

District shall at all times have access to all on-site work during construction and shall be furnished with such information as it may desire regarding location of facilities, the progress, workmanship and character of materials used in the work.

District shall have the authority to notify the customer of an apparent failure on the part of the contractor to carry out orders given or to perform any provisions of the plans or specifications. Upon its confirmation of the apparent failure, the customer shall be obligated to require the contractor to suspend the work wholly or in part. The contractor shall immediately comply with the written order of the District to suspend the work wholly or in part. Dependent on the nature of the non-compliance, it may require immediate action by the contractor via verbal order with a written order following. The work shall be resumed when methods or defective work are corrected as ordered and approved in writing by the District. Failure to comply with requests of the District will prevent further work, termination of all potable water and recycled water, and the final release of the entire project.

6.1.7 Potable Water System Identification

Where potable water service is provided to sites with recycled water service, the potable water system must have identification as required by the District.

6.2 MATERIAL SPECIFICATIONS

6.2.1 Facilities and Equipment Identification

Colors and materials used for the identification of all recycled water pipe, appurtenances, equipment, storage facilities, and approved use areas shall be in accordance with the latest edition of the AWWA Guidelines and the Purple Book. The AWWA Guidelines and the Purple Book describe the wording required for identification signs for approved use areas, storage facilities, and construction equipment. All recycled water distribution equipment, storage facilities, and approved use areas shall

be identified as such. Identification requirements pertain to all recycled water facilities and potable water facilities (including those used for irrigation) that are used on the same site or adjacent to sites using recycled water.

Identification for piping (including recycled water hoses), control valves, and all other recycled or potable water facilities shall include tags, labels, or other methods as directed by the District. For site identification, "recycled water in use" signs shall be posted at each point of entry to the site (i.e., trail, walkway, vehicular access) as directed by the Inspector.

6.2.2 Irrigation Systems

District rules, regulations, specifications, and details shall take precedence in any and all conflicts as determined by the District.

- Piping

Piping and piping materials shall conform in all respects to the requirements in the Rules and , and as a minimum shall conform to the latest requirements of the AWWA and UPC standards for the type, size, class, and installation requirements of pipe being used. Design consultant shall verify all ANSI, AWWA and ASTM standards and references.

Pressure Supply Line - All on-site recycled water piping shall be installed in accordance with the AWWA and UPC standards and all other local governing codes, rules, and regulations. All piping shall be continuously and permanently marked with the manufacturer's name or trademark, nominal size, and schedule or class indicating the pressure rating.

- District Detail Drawings

Use of all District details shall be mandatory where such details are applicable and available. Any details required that are not provided by the District shall be approved on a case-by-case basis by the District.

6.2.3 Construction Water Facilities

- Piping

All piping employed for the transmission of recycled water for construction purposes shall be in serviceable condition and free from leaks and structural faults. All joints shall be structurally sound and free from leaks.

- Valves

All valves employed with facilities using recycled water for construction purposes shall be in serviceable condition, provide positive shutoff, and be free from leaks.

- Storage Tanks

All storage tanks used for recycled water, whether fixed or mounted on distribution vehicles, shall be structurally sound and free from leaks. Approved air gaps are mandatory.

6.2.4 Non-Irrigation System Facilities

All industrial, commercial and other non-irrigation recycled water system facilities shall conform to the material specifications as stipulated for irrigation and construction water systems noted above. Additionally, specific supplemental specifications for materials may be applied by the District and/or LACDPH on a case-by-case basis.

6.3 CONSTRUCTION METHODS

6.3.1 Irrigation Systems

- Valve and System Control Device Installations

All on-site valves, valve boxes, valve markers and power supplies shall be installed in accordance with the requirements in the Rules and and local building codes.

- Separation from Other Utilities

Separation between on-site recycled water lines and sanitary sewers and potable water lines shall be established in accordance with the latest requirements set forth by the CADPH and LACDPH, but not less than the separations described in the AWWA Guidelines and Section 5 of the Rules and Regulations. Common trenching with other utilities or any other systems is strictly prohibited.

- Laying Pipe

Recycled water lines 1½ inches and less in diameter below grade shall be buried with a cover of at least 18 inches. Recycled water pipelines 2 inches and greater shall be buried with a cover of at least 24 inches or 36 inches when potable water is used onsite. Pipe trenches shall be backfilled with clean material containing no rocks and debris that can damage the pipe.

Recycled water lines laid above grade shall be protected from thrust motion if such protection is determined to be required by the Inspector.

6.3.2 Construction Water Facilities

- Valve Installations

All valves installed along the recycled water transmission pipeline and not attached to a rigid structure shall be protected from thrust motion if such protection is determined to be required by the Inspector. To achieve such protection, metal stakes with wire or plumbers tape lashes shall be installed at all such valves. Alternative methods of protection from thrust motion may be approved by the Inspector.

- Laying Pipe

Recycled water lines laid above grade shall be protected from thrust motion if such protection is determined to be required by the Inspector

- Water Trucks

Trucks must be identified as carrying recycled water and not suitable for drinking. The feed pipe to the truck must be permanently attached and have an air gap to the tank.

- Storage Tank Installations

All recycled water storage tanks shall be erected only on level ground. Provisions shall be made to prevent differential settling of the tank supporting structure. Approved air gaps are mandatory.

6.3.3 Non-Irrigation System Facilities

All industrial, commercial and other non-irrigation recycled water system facilities shall conform to the methods of construction as stipulated for irrigation and construction water systems noted above. Additionally, specific supplemental construction

methodologies and on-site practices may be required by the District and/or LACDPH on a case-by-case basis.

6.4 INSPECTION

Inspection of the work shall not relieve the contractor of any obligations to complete the work as prescribed by the applicable specifications. Defective work shall be made good and unsuitable materials may be rejected notwithstanding the fact that such defective work, unsuitable materials, or materials not as specified on the approved plans have been previously overlooked by the Inspector and accepted. The installation and inspection of unsuitable materials or materials not as specified on the approved plans shall not be construed as acceptance, and modification to these specifications shall only be made by the District in writing.

6.4.1 Irrigation Systems

- **Construction Schedule**

If required by the District, the contractor shall submit a schedule to the District outlining his proposed construction operation. The contractor shall conform to the Rules and Regulations regarding prior notification for inspection and deviations from the approved schedule.

- **Notification and Approvals**

All work shall be subject to inspection and approval. The contractor shall give due notice to the Inspector in advance of backfilling so that proper inspection may be provided. Unless the District expressly states otherwise, the contractor shall give a minimum of 48 hours notice prior to backfilling any and all work for which inspection is required, whether for materials or construction work.

- **Inspection Intervals**

All work shall be subject to inspection by the District and shall be left open and uncovered until approved by the District. Potholing of piping is strictly prohibited.

The contractor shall not proceed with any subsequent phase of work until the previous phase has been inspected and approved by the Inspector. Record drawings must be updated daily prior to inspection.

- **Final Inspection**

Following the completion of all construction work and the submittal and approval of record documents, calibration reports, certificates, and installation approvals, the Contractor shall request final inspection of the work. This request shall include the scheduling of the operational testing.

Before final acceptance, the District, accompanied by the Contractor's superintendent or foreman, will make a final inspection of all work.

6.4.2 Construction Water Facilities

- **Construction Schedule**

The operator shall give the District a construction schedule prior to initiation of construction work.

- Notification and Approvals

Unless the District expressly states otherwise, the operator in advance of any and all inspection requirements shall give a minimum of 48 hours notice, whether for materials or installation work.

- Final Inspection

The operator shall request final inspection of the work. Prior to use of recycled water, District approval must be obtained. Signage, labels, and air gap on truck tank must be installed. The Use Permit must be on-site and in vehicle.

6.4.3 Non-Irrigation System Facilities

All industrial, commercial and other non-irrigation recycled water system facilities shall conform to the terms of inspection as stipulated for irrigation and construction water systems noted above. Additionally, specific supplemental inspection procedures may be required by the District and/or LACDPH on a case-by-case basis.

6.5 REVIEW AND TESTING

6.5.1 Irrigation Systems

- Materials

The contractor shall furnish the District with such information, as it may desire, regarding the character and quality of materials used. When requested by District, the contractor shall submit a certification that the product meets the requirements of these specifications.

All pipe and accessories shall be carefully inspected by the District and contractor for damage in transit. Any damaged or degraded pipe or fittings delivered and unloaded at trench-site shall be rejected and removed immediately by the contractor from the site of the work.

6.5.2 Construction Water Facilities

- Materials

The contractor shall furnish the District such information, as the District may request, regarding the character or quality of materials used.

Installed Piping Systems

Installed piping systems shall be subjected to a leak test administered by the Inspector with the cooperation of the contractor. Before testing, the pipe and valves shall be staked if such protection from thrust motion has been determined to be required by the engineer or inspector. Any noticeable leaks shall be stopped and defective materials shall be replaced. Valves shall be operated during the test period.

- Operational Testing

Prior to final acceptance by the District, all construction facilities shall be required to successfully pass an operational test as administered by the design consultant in the presence of the Inspector. The leak test for installed piping systems in conjunction with a leak test of all storage tank installations shall constitute the operational test.

Any required corrections shall be noted in the form of a punch list and submitted to the contractor by the District for correction. Service startup

shall not be authorized until all corrections are made to the satisfaction of the District.

6.5.3 Non-Irrigation System Facilities

All industrial, commercial and other non-irrigation recycled water system facilities shall conform to the terms for review and testing as stipulated for irrigation and construction water systems noted above. Additionally, specific supplemental on-site review and testing procedures may be required by the District and/or LACDPH on a case-by-case basis.

6.6 RETROFITS AND CONVERSIONS

6.6.1 Retrofit to Recycled Water Use

Prior to conversion of an existing on-site system from potable water to recycled water use, the existing system shall be assessed by the District to determine whether it is suitable for use as a recycled system. To the extent practicable, the owner shall provide the District with a diagram showing, in detail, the size, composition and location of all components and materials comprising the system to be retrofitted. The District shall review the diagram or other documentation describing the on-site facilities and make a physical inspection of the system to determine what alterations, additions and other measures are necessary to bring the system into acceptable compliance with the Rules and Regulations. After District approval, LACDPH shall also review and approve all conversions in accordance with the Use Permit application process in the Rules and Regulations. No existing on-site potable water facilities shall be connected to or be incorporated within the recycled water system without the District and other regulatory agency testing and approval. As a minimum, the retrofit of a potable water system to a recycled water system shall require:

- Identification of all existing on-site above-grade pressure pipelines, valves, and appurtenances.
- Installation of an approved air gap or backflow prevention assembly devices in accordance with requirements of the Rules and Regulations and subject to cross-connection control tests required in order to prevent cross-connections with or contamination of a potable water system at any location where it is proposed to retain a connection to a potable system.
- Performance of dye test or pressure tests to determine existence of cross-connections with all on-site potable water systems.
- Submittal of as-built record drawings package.
- Completion and submittal of Attachments C and D

6.6.2 Conversion from Recycled Water Use

If, due to on-site failure of the recycled water system, or use violations, the District terminates recycled water service to the site, and the customer elects to convert on-site facilities from a recycled water supply to a potable or other water supply, it shall be the responsibility of the customer to perform conversion, unless determined otherwise by the District. Prior to District approval, the LACDPH shall review and approve all such conversions. As part of the conversion effort, the customer shall:

- Install approved backflow prevention assemblies on all potable, or other water meter connections.
- Remove any/all special recycled water quick couplers and be responsible for replacement with quick couplers approved for potable water systems.

- Notify all on-site personnel involved.
- Remove all recycled water identification labels/signs, tags, and tapes where possible. Change out branded valve box lids, to the satisfaction of the District.
- Provide required disinfection of all recycled water systems as mandated by appropriate regulatory agencies.

SECTION 7

OPERATIONAL REQUIREMENTS FOR ON-SITE RECYCLED WATER USE

The following details for customer operational requirements that are use specific, such as for irrigation, are intended as examples of current use practice, and are not intended to preclude other approved uses, which may require case-by-case specifications.

7.1 SPECIFIC LIMITATIONS

7.1.1 Runoff Conditions

Conditions that directly or indirectly cause runoff outside of or within the approved use area, whether by design, construction practice, or system operation, shall be minimized.

7.1.2 Ponding Conditions

Conditions that directly or indirectly cause a ponding condition outside of or within the approved use area, whether by design, construction practice, or system operation, shall be minimized. Temporary ponding in a vegetated area caused by draining of system or meter testing is allowed in District specified areas with prior District approval.

7.1.3 Direct Overspray Conditions

Any discharge of water directly onto areas other than that within the approved use area is strictly prohibited.

7.1.4 Windblown Overspray Conditions

Conditions that directly or indirectly permit windblown spray to pass outside of the approved use area, whether by design, construction practice, or system operation, shall be minimized.

7.1.5 Unapproved Uses

Use of recycled water for any purposes other than those explicitly approved in a Use Permit issued by the District and without the prior knowledge and approval of the District is strictly prohibited.

7.1.6 Disposal In Unapproved Areas

Disposal of recycled water for any purposes, including approved uses, in areas other than those explicitly approved in the Use Permit issued by the District and without the prior knowledge and approval of the District, is strictly prohibited. Discharge of water from flushing or draining of the recycled system shall be done either at the approved use area and in a manner that does not create ponding or runoff conditions, or to a sanitary sewer manhole, with the approval of the agency responsible for operation of the sanitary sewer. In no case shall the discharge of recycled water to a sanitary sewer cause the sewer to overflow or otherwise create a public health hazard or nuisance.

7.1.7 Cross-Connections

Cross-connections, permanent or temporary, resulting from the use of recycled water or from the physical presence of a recycled water service, whether by design, construction practice, or system operation, are strictly prohibited.

7.1.8 Unprotected Drinking Fountains

Any drinking fountain located within the approved use area designated by the Use Permit shall be protected from contact with recycled water. Lack of such protection, whether by design, construction practice, or system operation, is strictly prohibited.

7.1.9 Unprotected Public Facilities

Facilities that may be used by the general public, or on-site personnel, including but not limited to eating areas, eating surfaces/benches, pools, spas, hardscape, and playground equipment/play areas, and located within the approved use area designated by the Use Permit, shall be protected from contact with recycled water. Lack of such protection is prohibited until review and concurrence by the District, CADPH, and LACDPH on a case-by-case basis.

7.1.10 Hose Bibbs

Installation of hose bibbs on any on-site system that presently operates or is designed to operate with recycled water, regardless of the hose bibb construction or identification, is strictly prohibited.

7.1.11 Fire Hydrants

Use or installation of fire hydrants on any site that presently operates or is designed to operate with recycled water, regardless of the fire hydrant construction or identification, requires prior written approval by the District.

7.1.12 Hours of Operation

Irrigation with recycled water is restricted to particular hours that vary for the following application areas:

- Turf areas and center street medians
- Slopes and groundcover/shrub areas
- Golf courses

Hours of operation are from 9:00 p.m. to 6:00 a.m. unless otherwise approved by the District. The District may change specific times of operation for certain customers to meet District operational requirements.

Avoidance of potential human contact with recycled water shall take precedence over recycled watering schedules. Irrigation system runtimes shall be adjusted to minimize potential human contact with recycled water, on an individual lateral system basis. The District shall require specific run times and durations where there is a history of human contact.

7.1.13 Water/Garden Hoses and Hose Appurtenances

Water/garden hoses and hose appurtenances utilizing recycled water shall be identified: "Recycled/Reclaimed Water – Do Not Drink". These hoses shall only be used for recycled water use. Use of these hoses for potable water use is strictly prohibited.

7.2 IRRIGATION SYSTEMS

7.2.1 Supervision

On-site irrigation systems at each use area under the customer's control shall be

under the management of the Site Supervisor designated by the customer or the operator and approved by the District. Site Supervisors shall be responsible for the installation, operation, and maintenance of the irrigation system; enforcement of the Rules and Regulations; prevention of potential hazards and cross-connections; and maintenance of the recycled water system plans in record drawing form, including location of any on-site potable water features and facilities. The Site Supervisor, in the event of a contamination to the public potable water supply, shall be responsible for immediate notification to the District.

The Site Supervisor or representative shall check all appurtenances on the on-site irrigation system to ensure proper operation, and perform a coverage test of the system at least quarterly. The owner shall keep records of quarterly on-site testing using the On-site Recycled Water Testing form (see Attachment E) for District review. Records must be kept on file for a minimum of five years.

The Site Supervisor or representative shall be available during normal working hours at an address listed with the District for the purpose of hosting an inspection tour or for discussing operational aspects of the system. The Site Supervisor shall be able to effectively communicate with District personnel orally and in writing. The Site Supervisor or representative shall be available via telephone at a number listed with the District for emergency off-hours contact on the Recycled Water Use Permit Application form (see Attachment D). Where necessary, keys and/or lock combinations shall be issued to the District to provide access upon request.

7.2.2 Operator Certification Submittal

Once the customer has selected the operator of an on-site recycled water system, the selected operator must complete a recycled water operators' certification process. District shall evaluate this submittal and advise the operator of the need for any additional information or action. Operators must attend a training session coordinated by the District and LACSD prior to receiving operation certification or within 180 consecutive calendar days after certification, as training sessions are scheduled. If the customer selects a new operator during the course of service, the Use Permit must be updated via the Recycled Water Use Permit Application form (see Attachment D), which shall be submitted by the new operator to the District. The District shall update all Use Permits to confirm information accuracy.

7.2.3 Temporary Service Connection

A temporary service connection may be provided for on-site construction testing purposes. The temporary service connection consists of the permanent service connections and meter plus any backflow prevention assemblies, if required.

7.2.4 Service Startup

Following final District inspection and certification of the project, the customer shall request regular service startup. District shall begin regular service within five working days of approval of service startup.

7.2.5 Confinement of Irrigation

The customer shall be responsible for maintaining and controlling the system in order to minimize human contact, prevent human consumption of recycled water, and to control and eliminate direct spray, overspray, ponding and runoff. The customer shall be responsible for any subsequent uses of the recycled water.

7.2.6 Dye Testing/Pressure Testing

In order to determine the existence of any cross-connections or backflow conditions into the potable water system, acceptable tracer dyes may periodically be introduced

into the recycled water system by the District where feasible, and/or the District may perform a pressure test where the recycled system is isolated and pressure is bled off.

7.2.7 Contamination

In the event of contamination or pollution of a potable water system due to a cross connection or other failure, CADPH, LACDPH and the District shall be immediately notified, so that appropriate measures will be taken to correct the problem. The Site Supervisor shall submit a written report explaining the contamination within five working days.

7.2.8 Maintenance

A preventive maintenance program designed to ensure the continued operation of all system elements within the requirements of the Rules and Regulations shall be evidenced by the customer using the On-site Recycled Water Testing form (see Attachment E) for District review. Records must be kept on file for a minimum of five years.

7.3 CONSTRUCTION WATER FACILITIES

7.3.1 Supervision

The operation and surveillance of the construction water facility at each use area under the customer's control shall be under the management of a Site Supervisor designated by the customer or the operator and approved by the District. Site Supervisors shall be responsible for the installation, operation, and maintenance of the on-site facility, equipment, enforcement of the Rules and Regulations, and prevention of cross-connections and potential hazards. The Site Supervisor or representative shall be available via telephone at numbers listed with the District for contact during working hours and after hours.

7.3.2 Identifying Equipment

All equipment and facilities using recycled water shall be identified per District specifications.

7.3.3 Application Control

Recycled water used for the purpose of soil compaction and dust control shall not be stored or applied in a manner that causes runoff, ponding, windblown overspray conditions, or discharge in any way onto unapproved areas. If such conditions occur, the method of application shall be altered to correct them and prevent any further ponding, runoff, or windblown spray onto unapproved areas. Control valves on the water distribution vehicles and other controlling devices shall be properly employed to prevent the application of recycled water outside the approved use area onto surfaces including, but not limited to, street pavements, sidewalks, and drainage courses.

7.3.4 Maintenance

The customer shall establish a preventive maintenance program designed to ensure the continued operation of all system elements within the requirements of the Rules and Regulations. Written records of maintenance activities shall be kept by the customer and open to inspection by the District.

7.3.5 Reuse of Equipment

Any equipment, such as tanks, water trucks, temporary piping or valves and portable pumps that have been used with recycled water shall be drained, cleaned and disinfected before removal from the approved use area to another job site. This

disinfection and cleaning shall ensure the protection of the public health in the event of any reuse of such equipment with higher quality water. Methods of disinfection shall be approved by the District or the appropriate regulatory agency, and the disinfection process shall be performed in the presence of a person designated by the District's Water Resources Technician. When storage tanks or distribution vehicle tanks are provided with an inlet air gap whose configuration is approved by the LACDPH, such on-site disinfection shall not be required.

7.4 NON-IRRIGATION SYSTEM FACILITIES

All industrial, commercial and other non-irrigation recycled water system customers shall also conform to the specific prohibitions and operational requirements as stipulated for irrigation and construction water systems. Additionally, specific supplemental operational and maintenance requirements may be mandated on a case-by-case basis as described below.

7.4.1 Supervision and Surveillance

It is the responsibility of the customer to provide surveillance and supervision of said recycled water system in manner that assures compliance at all times with the Rules and Regulations. The customer shall designate a Site Supervisor with the approval of the District to provide liaison. This person shall be available to the District at all times and shall have the authority to carry out any requirements of the District with regard to the operation of the customer's recycled water system. The District must be notified immediately of any change in this position. The District shall provide periodic inspections of the customer's system and report all violations to the appropriate regulatory agency in accordance with applicable procedures that have been established by law, code, permit or practice.

7.4.2 Annual Inspection and Monitoring

The District shall annually monitor the operation of the customer's recycled water system by performing a visual inspection. This inspection shall be in conjunction with the annual testing for cross-connections. This inspection shall include at a minimum, the visual inspection of all backflow prevention devices, pump rooms, exposed piping, pipe galleries, valves, pressure reducing stations, points of connection, signs, labeling, tags etc. The Site Supervisor's maintenance records shall be inspected to review all maintenance since the last inspection. The District reserves the right to make unannounced inspections of the facility.

Should a cross-connection be discovered during the inspection, the recycled water service will immediately be locked off. Service will not be re-established until the cross-connection has been eliminated.

Upon completion of the inspection, a Visual Inspection Report Form will be signed and dated by both the Site Supervisor and the District. The original shall be maintained by the District with copies going to the Site Supervisor and any required regulatory agency.

7.4.3 System Modifications

No modifications shall be made to any recycled water system or potable water system where dual systems exist, by the customer, without the prior approval of the District. This includes modifications to the approved plans, or to an operational system. Detailed plans of any modifications should be submitted to the District and the modifications inspected by the District prior to their being placed in operation.

Emergency modifications or repairs can be made by the customer to the recycled water system without prior approval of the District to prevent contamination, damage or a public health hazard. As soon as possible the customer shall notify the District of such emergency modifications and file a written report.

7.4.4 System Maintenance

Prior to any non-irrigation recycled water system being activated, an Emergency Cross-Connection Response Plan and a comprehensive maintenance program must be developed by the customer and approved by the District. A comprehensive maintenance program must include inspections, testing, notification procedures, education, and accurate records keeping. Maintenance is to be performed by qualified persons under the direction of a Site Supervisor. No repairs or modifications are to be made to the recycled or potable water systems without the knowledge and consent of the Site Supervisor. The maintenance program shall insure the proper operation of the buildings water system(s). In buildings where both recycled water and potable water are present, annual inspections and testing is required to insure no cross-connections exist. Backflow prevention devices located on site require quarterly inspections and annual testing. Accurate records must be maintained of all maintenance, inspections and tests performed upon the water system(s). Practicing a comprehensive maintenance program will help insure system compliance.

7.4.5 Personnel Training

The non-irrigation system customer is required to train all operations personnel in the proper use of recycled water. Any training program should include but not be limited to the following:

Operations personnel must be aware that recycled water although highly treated, is non-potable.

- Good personal hygiene must be followed.
- At no time shall recycled water be used for human consumption.
- Operations personnel must understand that working with recycled water is safe provided that good common sense is used and applicable regulations are followed.
- Operations personnel must understand that there is never to be a direct connection between the recycled water system and the potable water system.

All new employees shall be trained in the proper use of recycled water and supervisory personnel should be held accountable to insure that employees are not using recycled water in a careless manner.

7.4.6 Contamination and Emergency Response Procedures

Unauthorized Discharge – It is responsibility of the customer to report to the District all system failures that result in an unauthorized discharge of recycled water. An immediate oral report followed by a written report is required.

Contamination of Drinking Water – In the event of contamination of the potable water system due to a cross-connection on the customer's premises, the District shall be immediately notified by the customer. The customer is to immediately invoke an Emergency Cross-Connection Response Plan as follows:

A. In the event that a cross-connection is detected by the on-site supervisor, the District, or representatives of CADPH or LACDPH, the following shall be implemented immediately.

1. Eliminate the cross-connection.

2. Collect water samples from the potable water system and perform a 24-hour bacteriological analysis. Water samples should be collected from the closest acceptable point to the cross-connection. If the bacteriological analysis is positive follow the procedure for a backflow incident outlined in "B" below.
 3. Notify the District by phone. This notification is to be followed by a written notice within 24 hours. The written notice is to include an explanation of the nature of the cross-connection, date and time discovered, and the steps taken to mitigate the cross-connection(s).
- B. In the event that a backflow incident is suspected or occurs the following procedures shall be implemented immediately.
1. Notify the District by phone. This notification is to be followed by a written notice within 24 hours. The written notice is to include an explanation of the nature of the cross-connection, date and time discovered, and the steps taken to mitigate the cross-connection(s).
 2. Keep the potable water system pressurized and post "Do Not Drink" signs at all potable water fixtures and outlets.
 3. Immediately shut down the recycled water supply to the facility at the meter.
 4. Drain the recycled water system.
 5. Identify the cause and location of backflow and eliminate the cross-connection.
 6. Pressurize the recycled water system.
 7. Chlorinate the potable water system maintaining a chlorine residual of at least 50 mg/L for 24 hours.
 8. Flush the potable water system after 24 hours and perform standard bacteriological analysis.
 9. If test results are acceptable obtain final approval from the District before removing signs.

7.5 TESTING AND INSPECTION

Systems constructed to immediately begin using recycled water or systems constructed for recycled water use, but will be using potable water in the interim until recycled water becomes available in the area, are required to successfully pass cross-connection control testing in order to continue water service. A final release letter will be issued when these testing and other District requirements are met. No potable water other than for testing and no buildings or facilities using potable water, shall be utilized or occupied until all cross-connection control testing and final inspection requirements have been performed and passed.

Any use site receiving recycled water and potable water shall be required to successfully pass routine inspection and cross-connection control testing in order to continue to receive potable, recycled water and sewer service.

For sites adjacent to recycled water use sites, cross-connection control testing and site inspections may be required on a case-by-case basis, to ensure the protection of the public water supply and public health.

7.5.1 Schedule

The District will inspect and test at least every four years each site utilizing recycled water and potable water for compliance with District, State, and County regulations governing use of recycled water on-site. Sites with public exposure will be tested more frequently.

Any site where the period of time since the last inspection exceeds inspection interval established by the District by more than sixty (60) consecutive calendar days will be subject to recycled water service termination if the delay is a result of lack of cooperation or coordination of the owner or their representatives.

Any recycled water site where recycled water service has been discontinued for a period of thirty (30) consecutive calendar days, or has exceeded the previous inspection and testing schedule established by the District will be required to perform an inspection and cross-connection testing prior to and in conjunction with regular service start-up. No recycled water shall be utilized on-site without the testing being performed.

7.5.2 Procedures

The On-site Recycled Water Testing form (see Attachment E) includes a non-exhaustive list of standard inspection procedures. The District reserves the right to add to or alter testing procedures as necessary. Testing will review all on-site POCs to verify proper identification and proper backflow protection with current test reporting as required by the District and CADPH.

7.6 MAINTENANCE RECORDS

The Site Supervisor or representative shall assess the on-site recycled water system quarterly to ensure full compliance with all current regulations governing use of recycled water. The Site Supervisor or representative of the use site shall maintain records for the quarterly assessment during the routine inspection and testing by the District and keep them on file for District review upon request. If the forms are not available for District review upon request, the District may terminate the recycled water service and reconnection fees will apply to restore recycled water service.

SECTION 8

VIOLATIONS AND PENALTIES

8.1 DETERMINATION

The District reserves the right to determine whether a violation of the Rules and Regulations has resulted from any action and/or occurrence that are the responsibility of the customer. Insofar as violation of the Rules and Regulations constitutes violation of any regulatory agency requirement, the District makes its determination on behalf of the concerned agency(s). However, this determination and any consequential penalties levied by the District do not limit the penalties or other enforcement actions which may be imposed by other regulatory agencies for the same violation.

8.2 VIOLATIONS

Violations shall include those actions and/or occurrences that directly cause noncompliance with any one of the specific operational limitations as listed in the Rules and Regulations, such as runoff conditions, ponding conditions, direct and windblown overspray conditions, unapproved uses, disposal in unapproved areas, cross-connections, unprotected drinking fountains, unprotected public facilities, hose bibbs, fire hydrants, and hours of operation. However, by definition, noncompliance with any condition or conditions of the Rules and Regulations or Use Permit, whether willfully or by accident, shall constitute a violation. Pursuant to Section 35424 of the California Water Code, any violation of the Rules and Regulations is a misdemeanor.

Customer reporting requirements in the event of a violation are outlined in Section 4.

8.3 CORRECTIVE ACTION

Any person, firm, corporation, association, or agency found to be violating any provision of the Rules and Regulations or the terms and conditions of the Use Permit, or applicable State or local statutes, regulations, ordinances, or other requirements shall be served by the District with written notice stating the nature of the violation and providing a reasonable time limit for the satisfactory correction thereof. The offender shall, within the period of time stated in such notice, permanently cease all violations. Notwithstanding correction of the violation by the customer, the District may impose penalties or take other enforcement actions pursuant to any other provision of the Rules and Regulations.

8.4 PENALTIES PRIOR TO ISSUANCE OF THE USE PERMIT

8.4.1 Existing Potable Water Service Being Converted to Recycled Water Use

If after ninety (90) consecutive calendar days from the date of the District's final determination notice, the prospective customer has not completed required on-site retrofit construction work, then, in addition to any other penalties set forth in the Rules and Regulations, the District may impose a surcharge equal to fifty percent (50%) of its potable water rate in effect at the time of violation. If imposed, this surcharge will be included in the customer's monthly billing, and will continue until the customer has complied with the Rules and Regulations to the District's satisfaction.

8.4.2 Recycled Water Service Temporarily Using Potable Water

Where recycled water is available in off-site facilities, and where temporary use of potable water has been approved by the District for a recycled water service, if after thirty (30) consecutive calendar days from the date of the District's corrective action notice, the prospective customer has not completed required on-site facility corrective actions and achieved compliance, then, in addition to any other penalties set forth in the Rules and Regulations, the District may impose a surcharge equal to fifty percent

(50%) of its potable water rate in effect at the time of violation. Such surcharge will be imposed on the service requiring compliance, will be included in the customer's monthly billing for that service, and will continue until the customer has complied with the Rules and Regulations to the District's satisfaction.

8.4.3 Penalty for Lack of Inspection During Installation

Any work not inspected by the District shall be required to be exposed for District inspection, at the owner's expense. Failure to comply with this requirement will result in termination of potable and/or recycled water. (Reconnection fees shall apply.) Service shall only be restored when, in the opinion of the District, the inspection requirements have been met.

8.5 PENALTIES AFTER ISSUANCE OF THE USE PERMIT

Failure to permanently cease all violations within the time stated shall result in revocation of the Use Permit by the District and termination of water, sewer, and/or recycled water service. Violations regarding any one service may result, at the sole discretion of the Board of Directors or General Manager, in termination of any combination of or all water, sewer, and recycled water service in the following manner.

8.5.1 Interim Revocation

In cases where the serious nature of the violations described above require immediate action, the Board of Directors or General Manager may, in the sole discretion of the Board of Directors or General Manager, immediately revoke a Use Permit on an interim basis and thereupon cease water, and/or recycled water service, subject to a timely decision on permanent revocation of the Use Permit pursuant to a public hearing as provided herein.

8.5.2 Permanent Revocation

Permanent revocation of a Use Permit shall occur only subsequent to a public hearing held in the manner hereinafter provided. The applicant, owner, or customer shall be given written notice ten (10) consecutive calendar days prior to a hearing on the possible permanent revocation of any Use Permit by the District. The notice shall specify the grounds of the proposed revocation of any such Use Permit in reasonable detail. It may but need not describe suggested corrective action acceptable to the District. Notice may be delivered personally to the applicant, owner, or customer or it may be given by depositing such in the United States mail with postage prepaid, addressed to the applicant, owner, or customer either at the current address of record. Any such action to permanently revoke a Use Permit shall be effective ten (10) consecutive calendar days after notice of the Board of Director's decision and shall be either personally delivered to the applicant, owner, or customer or placed in the United States mail, postage prepaid, addressed to the applicant, owner, or customer in the manner hereinabove specified.

In the alternative to such action, the District may establish a fifty percent (50%) surcharge on the continuation of water, and/or recycled water service by the District until such time as the applicant, owner, or customer has taken action to comply with all of the hereinabove described requirements for obtaining service from the District in its reasonable discretion. The foregoing provisions of the Rules and Regulations are a requirement of any Use Permit, and any application for recycled water service therefore shall be subject to such provisions. The Board of Directors, if it deems such to be in the best interest of the District, may on an interim basis or otherwise waive or modify any of the foregoing.

8.6 APPEAL

The customer may appeal the determination of the District to the Board of Directors. Such appeal must be presented in writing to the General Manager for presentation to the Board of Directors at one of its regular meetings. The appeal shall state the conditions that have been determined to be a violation and the customer's opinion to the contrary. The action of the Board of Directors shall be final.

8.7 SERVICE RECONNECTION

Any request to reestablish service subsequent to the revocation of a permit and the termination of water, and/or recycled water service shall be in the manner prescribed for initially obtaining service from the District, which may include the collection of a security deposit. However, in addition, the District may, in its discretion, require that an agreement including any special conditions and financial security conditioned upon compliance with the Rules and Regulations be provided in an amount, manner, and for a period of time as determined by the Board of Directors.

ADOPTED, SIGNED AND APPROVED:
On September 14, 2010
By Anthony J. Lima, President
Board of Directors

ATTEST:
KEN DECK
Secretary and General Manager

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**Appendix K - Ordinance No. 0-5-2009 Water Conservation and
Water Shortage Contingency Plan**

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**ORDINANCE NO. 0-5-2009
ROWLAND WATER DISTRICT**

**ESTABLISHING A WATER CONSERVATION AND
WATER SHORTAGE CONTINGENCY PLAN**

Be it ordained by the Board of Directors of the Rowland Water District (District) as follows:

Section 1: Purpose

Rowland Water District receives one hundred percent of its potable water supplies from the Metropolitan Water District of Southern California (MWD) through MWD's member agency, Three Valleys Municipal Water District (Three Valleys). The imported water supplies available to MWD have been substantially reduced due to drought and regulatory limitations to the point where MWD has notified their member agencies that due to the reduction in supplies and depletion of water storage reserves, measures have been put in place by MWD to allocate the available water supplies among their members depending upon the level of shortage, which include severe financial penalties on the retail agencies for taking water in excess of the allocated supply. The District has implemented water conservation measures, and developed a recycled water system to offset use of potable water for appropriate uses, which, although effective, may not be sufficient to stay within a reduced imported water supply allocation imposed by MWD. The Board of Directors finds that, because of the foregoing circumstances, there is currently a substantial threat and likelihood of a severe water shortage, in which the District's water supplies will be severely restricted. It is in the best interest of the residents and businesses within the District that measures are implemented to ensure that adequate supplies of water are available for domestic use, fire suppression and sanitation, and that the District, so far as possible, limits its demand for imported water to avoid penalties for excessive use and to ensure a reliable and sustainable minimum supply of water for public health, safety and welfare for all.

Section 2: Authorization and Authority

Article X, Section 2 of the California Constitution declares the general welfare requires that water resources be put to beneficial use, waste or unreasonable method of use of water be prevented, and conservation of water be fully exercised with the view to the reasonable and beneficial use thereof. Pursuant to Water Code Sections 31026 et seq., Water Code Sections 350 et seq., Water Code Sections 370 et seq., and 375 et seq., the District is authorized and empowered to enact and enforce restrictions on water use and water conservation programs to conserve its water supplies and prevent wastage.

Section 3: Declaration and Notification of Water Supply Shortage

At any time that the Board of Directors determines that the water supply available to the District is likely to be insufficient to meet the expected demands of the District's customers due to any cause, including but not limited to facility failure or reductions or allocations imposed by the District's wholesale suppliers, such that the District will not be able to supply all of the demands of its customers without incurring penalties or violating policies of the wholesale agencies, the Board may declare a water shortage. A declaration of a Level 1 or Level 2 Water Supply Shortage, as defined, shall be made at a regular or special meeting of the Board of Directors. The declaration of a Level 3 Water Supply Shortage or "Water Shortage Emergency" as authorized pursuant to Water Code Section 350, shall be made after a public hearing held pursuant to published notice, unless the Water Shortage Emergency is caused by the breakage or failure of a dam, pump, pipeline or conduit causing an immediate emergency. The Board of Directors may declare, change or rescind, as applicable, the particular stage of the water supply shortage through the adoption of a Resolution. The restrictions and mandatory reduction of use listed under each level of shortage will take effect immediately upon adoption. A full listing of the restrictions applicable to the level of shortage declared shall be published once in full in a newspaper of general circulation, printed, published and circulated in the District within ten (10) days after adoption of the declaration of water supply shortage. Any provisions requiring curtailment in the use of water shall become effective with the first full billing period commencing on or after the date of adoption. Notice of the activation of a water supply shortage will be included in the regular billing statement or by separate mailing to the address and customer name on record.

Section 4: Compliance Responsibility

The customer of the District whose name is on the account shall be responsible for compliance with the provisions of this Ordinance.

Section 5: Water Conservation Best Management Practices

The District encourages its customers to use water efficiently, even during times of adequate supplies, and the following water conservation practices are recommended at all times.

- a. **Limits on Watering Hours:** No watering or irrigation of lawn, landscape or other vegetated area with potable water between the hours 8:00 a.m. and 5:00 p.m.
- b. **Excessive Water Flow or Runoff:** Eliminate watering or irrigating of any lawn, landscape or other vegetated area in a manner that causes or allows excessive water flow or runoff onto an adjoining sidewalk, driveway, street, alley, gutter or ditch.
- c. **Washing Down of Hard or Paved Surfaces:** Washing down of hard or paved surfaces, including but not limited to sidewalks, walkways, driveways, parking areas, tennis courts, patios or alleys, should only be done when using a bucket or similar container, a hand-

held hose equipped with a positive self-closing water shut-off device, a low volume, high-pressure cleaning machine, or a low-volume high-pressure water broom.

- d. **Leaks and Breaks:** Repair all plumbing and irrigation leaks and/or breaks as soon as reasonably possible.
- e. **Serving of Water at Establishments:** Eating or drinking establishments, including but not limited to restaurants, hotels, cafes, bars or other public places where food or drinks are sold or served should provide drinking water to patrons only upon request.
- f. **Lodging Establishments Linen Service:** Hotels, motels and other commercial lodging establishments should offer customers the option of not having towels and linens laundered daily. Commercial lodging establishments should prominently display notice of this option in each bathroom using clear and easily understood language.

Section 6: Level 1 Water Supply Shortage

A Level 1 Water Supply Shortage may be declared in the event that the imported water supplies available to the District are limited or restricted due to drought, regulatory restrictions and/or the imposition of a water supply allocation by MWD or Three Valleys to the extent that a 5 to 15 percent reduction in consumer demand is required due to actual water shortages or to avoid financial penalties for taking water in excess of the allocation. A Level 1 Water Supply Shortage shall be declared pursuant to resolution adopted by the Board of Directors of the District, which shall specify a mandatory conservation level of up to 10%. Upon the declaration by the District of a Level 1 Water Supply Shortage condition, the District will implement Mandatory Level 1 conservation measures identified in this section.

Additional Water Conservation Measures:

In addition to the water conservation practices identified in Section 5, the following water conservation requirements apply during a declared Level 1 Water Supply Shortage:

- a. **Limits on Watering Days:** Watering or irrigation of lawn, landscape or other vegetated area with potable water is limited to three days per week (**Monday, Wednesday & Friday**). Irrigation by hand-held hose equipped with a positive self-closing shut-off nozzle, drip irrigation type irrigation systems when no emitter produces more than two (2) gallons per hour, or hand-held bucket or similar container is permitted.
- b. **Obligation to Fix Leaks, Breaks or Malfunctions:** All leaks, breaks and malfunctions in the customer's plumbing must be repaired within seventy-two (72) hours of discovery. Failure to repair a leak or break within 72 hours of notification by the District will constitute a violation.
- c. **Construction/Temporary Water:** Potable water used on a temporary basis for construction and dust control shall be limited to that quantity identified in the plan submitted by the user which describes water use requirements. The plan must be

submitted and approved by the District. Upon availability, non-potable recycled water will be made available for these uses.

- d. **Fire Hydrant Use:** Use of water from fire hydrants shall be limited to fire fighting and related activities, or for activities necessary to maintain the public health, safety and welfare.
- e. **Metered Reduction:** Water consumption as measured through the customer's meter shall be reduced by the customer by the percentage specified in the Resolution declaring the Level 1 Water Supply Shortage. The required reduction will be calculated based on the amount of water used by the same customer during the same billing period in the last calendar year during which no potable water shortage was declared. For those customers who do not have historical data upon which to base the reduction, an average consumption for the area will be used as a baseline for reduction. Metered water use in excess of the amount set forth in the Resolution will be billed at a penalty rate which shall be calculated as the per unit (hundred cubic foot) cost of the penalty imposed on deliveries of potable water from Three Valleys Municipal Water District exceeding Rowland Water District's allocation. Under the current policy of Three Valleys Municipal Water District, the penalty rate for use of District water in excess of the mandatory restriction is \$2.52 per hcf. This penalty will be charged in addition to the water usage rate. At such time as the penalties imposed by Three Valleys Municipal Water District for excess use are changed, the penalty rate imposed under this Water Shortage Ordinance will be adjusted to reflect the actual per unit cost of the penalty. Notice of the amount of any adjustment to the penalty rate will be given in the next billing statement after the adjustment is made.

Section 7: Level 2 Water Supply Shortage

A Level 2 Water Supply Shortage may be declared in the event that the imported water supplies available to the District are limited or restricted due to drought, regulatory restrictions and/or the imposition of a water supply allocation by MWD or Three Valleys to the extent that a 16 to 25 percent reduction in consumer demand is required due to actual water shortages or to avoid financial penalties for taking water in excess of the allocation. A Level 2 Water Supply Shortage shall be declared pursuant to resolution adopted by the Board of Directors of the District, which shall specify a mandatory conservation level of up to 25%. Upon the declaration by the District of a Level 2 Water Supply Shortage condition, the District will implement Mandatory Level 2 conservation measures identified in this section.

Additional Water Conservation Measures:

In addition to the prohibited uses of potable water identified in Sections 5 and 6, the following water conservation requirements apply during a declared Level 2 Water Supply Shortage:

- a. **Limits on Watering Days:** Watering or irrigation of lawn, landscape or other vegetated area with potable water by use of a sprinkler or soaker hose is limited to two days per

week (**Monday & Friday**). Irrigation by hand-held hose equipped with a positive self-closing shut-off nozzle, drip irrigation type irrigation systems when no emitter produces more than two (2) gallons per hour or hand-held bucket or similar container is permitted at other times.

- b. **Obligation to Fix Leaks, Breaks or Malfunctions:** All leaks, breaks and malfunctions in the customer's plumbing must be repaired within Forty-eight (48) hours of discovery. Failure to repair a leak or break within 24 hours of notification by the District will constitute a violation.
- c. **Limits on Filling Ornamental Lakes or Ponds:** Filling or re-filling of ornamental lakes or ponds is prohibited, except to the extent needed to sustain existing aquatic life.
- d. **Limits on Washing of Vehicles:** Using water to wash motor vehicles, trailers, boats and other types of mobile equipment is prohibited except by use with a bucket or a hand-held hose equipped with a positive self-closing water shut-off nozzle or device.
- e. **Limits on Filling Residential Swimming Pools & Spas:** Emptying or refilling swimming pools, spas and ponds for cleaning purposes is prohibited. Water levels may be maintained.
- f. **Metered Reduction:** Water consumption as measured through the customer's meter shall be reduced by the customer by the percentage specified in the Resolution declaring the Level 2 Water Supply Shortage. The required reduction will be calculated based on the amount of water used by the same customer during the same billing period in the last calendar year during which no potable water shortage was declared. For those customers who do not have historical data upon which to base the reduction, an average consumption for the area will be used as a baseline for reduction. Metered water use in excess of the amount set forth in the Resolution will be billed at a penalty rate which shall be calculated as the per unit (hundred cubic foot) cost of the penalty imposed on deliveries of potable water from Three Valleys Municipal Water District exceeding Rowland Water District's allocation. Under the current policy of Three Valleys Municipal Water District, the penalty rate for use of District water in excess of the mandatory restriction is \$5.04 per hcf. This penalty will be charged in addition to the water usage rate. At such time as the penalties imposed by Three Valleys Municipal Water District for excess use are changed, the penalty rate imposed under this Water Shortage Ordinance will be adjusted to reflect the actual per unit cost of the penalty. Notice of the amount of any adjustment to the penalty rate will be given in the next billing statement after the adjustment is made.

Section 8: Level 3 Water Supply Shortage – Emergency Condition

A Level 3 Water Supply Shortage may be declared in the event that the imported water supplies available to the District are limited or restricted due to drought, regulatory restrictions and/or the imposition of a water supply allocation by MWD or Three Valleys to the extent that a reduction

of greater than twenty-five (25) percent in consumer demand is required due to actual water shortages or to avoid financial penalties for taking water in excess of the allocation. A Level 3 Water Supply Shortage shall be declared pursuant to resolution adopted by the Board of Directors of the District after a public hearing, and shall specify a mandatory conservation level which may be in excess of 25%. A Level 3 Water Supply Shortage condition is also referred to as a “Water Shortage Emergency” condition. Upon the declaration by the District of a Level 3 Water Supply Shortage condition, the District will implement Mandatory Level 3 conservation measures identified in this section.

Additional Water Conservation Measures:

In addition to the prohibited uses of potable water indentified in Sections 5, 6 and 7, the following water conservation requirements apply during a declared Level 3 Water Shortage Emergency:

- a. **Limits on Watering Days:** Watering or irrigation of lawn, landscape or other vegetated area with potable water is limited to one day per week (**Wednesday**). Irrigation by hand-held hose equipped with a positive self-closing shut-off nozzle, drip irrigation type irrigation systems when no emitter produces more than two (2) gallons per hour or bucket or similar container is permitted at other times. The restriction does not apply to the following categories.
 - i. Minimum water necessary for maintenance of existing landscape necessary for fire protection and for properties adjacent to wildlands provided that such irrigation does not exceed two (2) days per week according to the Section 7 (a) and time restrictions in Section 5 (a);
 - ii. Minimum water necessary for maintenance of existing landscape for soil erosion control on slopes provided that such irrigation does not exceed two (2) days per week according to the Section 7 (a) and time restrictions in Section 5 (a);
 - iii. Maintenance of landscape within active public parks and playing fields, day care centers, golf course tee boxes and greens, and school grounds, provided that such irrigation does not exceed two (2) days per week according to the Section 7 (a) and time restrictions in Section 5 (a);
- b. **Obligation to Fix Leaks, Breaks or Malfunctions:** All leaks, breaks and malfunctions in the customer’s plumbing must be repaired within Twenty-Four (24) hours of discovery. Failure to repair a leak or break within 24 hours after notification by the District will constitute a violation.
- c. **No New Potable Water Service:** Upon declaration of a Level 3 Water Supply Shortage Emergency condition, no new potable water services will be provided, no new temporary meters or permanent meters will be provided, and no statements of immediate ability to

serve or provide water service (such as will-serve letters, certificates, or letters of availability) will be issued, except under the following circumstances:

- i. A valid unexpired building permit has been issued for the project; or
 - ii. The project is necessary to protect the public health, safety, and welfare; or
 - iii. The applicant provides substantial evidence of an enforceable commitment that water demands for the project will be offset prior to the provision of a new water meter(s) to the satisfaction of District.
- d. **Service Disconnection:** A customer who willfully or repeatedly violates any provision of this section is subject to termination of water service by the District after notice of the violation as specified in Section 11.
- e. **Metered Reduction:** Water consumption as measured through the customer's meter shall be reduced by the customer by the percentage specified in the Resolution declaring the Level 3 Water Supply Shortage. The required reduction will be calculated based on the amount of water used by the same customer during the same billing period in the last calendar year during which no potable water shortage was declared. For those customers who do not have historical data upon which to base the reduction, an average consumption for the area will be used as a baseline for reduction. Metered water use in excess of the amount set forth in the Resolution will be billed at a penalty rate which shall be calculated as the per unit (hundred cubic foot) cost of the penalty imposed on deliveries of potable water from Three Valleys Municipal Water District exceeding Rowland Water District's allocation. Under the current policy of Three Valleys Municipal Water District, the penalty rate for use of District water in excess of the mandatory restriction is \$5.04 per hcf. This penalty will be charged in addition to the water usage rate. At such time as the penalties imposed by Three Valleys Municipal Water District for excess use are changed, the penalty rate imposed under this Water Shortage Ordinance will be adjusted to reflect the actual per unit cost of the penalty. Notice of the amount of any adjustment to the penalty rate will be given in the next billing statement after the adjustment is made.

Section 9: Exceptions

No mandatory water conservation provisions shall apply to the following water uses:

- a. Recycled water distributed through the District's recycled water distribution system and used for landscape irrigation, industrial processes, construction, dust control or other approved uses.
- b. The routine and necessary use of water by a governmental entity in pursuit of its functions for protecting the public health, safety and welfare of its citizens. This exception does not apply to the use of potable water for landscape irrigation by a government agency.

- c. The necessary use of water for routine maintenance, testing and/or repair of the District's distribution and storage facilities.

Section 10: Level 4 Water Shortage Emergency Response

In the event that an immediate water supply shortage occurs due to the breakage or failure of a dam, pump, pipeline or conduit causing an immediate emergency, the General Manager shall declare the extent of the water supply shortage emergency and, after allocating and setting aside the amount of water necessary for domestic use, sanitation and fire protection, shall determine and implement the appropriate water supply shortage restrictions, as defined herein. The General Manager will call a special meeting of the Board of Directors as soon as practical for the purpose of reviewing and ratifying the action of the General Manager in declaring the Water Shortage Emergency.

Section 11: Failure to Comply

- a. In addition to the penalties imposed in Sections 6(e), 7(f) and 8(e), customers violating the mandatory provisions set forth in this Ordinance, as enacted by Board Resolution declaring the specific level of Water Supply Shortage, shall be subject to the procedures and/or penalties as outlined in this section.
- b. Continued violations of this Ordinance may be prosecuted as a misdemeanor punishable by imprisonment in the County jail for not more than thirty (30) days, or by fine not exceeding one thousand dollars (\$1,000.00), or by both.
- c. The following table outlines the procedures and penalties for each violation of each declared water supply shortage level, respectively:

Water Supply Shortage Level	First Violation	Second Violation	Third Violation	Fourth Violation	Fifth Violation
Level 1	Written Notice	Final Written Notice	\$50 Fine	\$100 Fine	\$150 Fine
Level 2	Written Notice	Final Written Notice	\$50 Fine	\$150 Fine	\$150 Fine; Flow Restrictor
Level 3	Written Notice	\$50 Fine	\$150 Fine	\$200 Fine Flow Restrictor	-----
Level 4	Written Notice	\$150 Fine	\$200 Fine Flow Restrictor	-----	-----

d. **Notice and Hearing:**

- i. The District will issue a Notice of Violation, as outlined in the above table by mail or personal delivery to the customer at the address currently on file at least ten (10) days before taking enforcement action. If the notice is sent via mail, it will be done in such a manner to be able to track delivery and signature of the person for which delivery is made.
- ii. If personal delivery is made, the name of the person for which delivery is made will be documented including time and date.
- iii. If the customer or person of suitable age is unavailable at the time of delivery, a copy of the notice may be affixed in a conspicuous location at the premises; additionally, a copy will be mailed to the customer's address on file.
- iv. The notice shall contain a description of the violation, the potential penalties associated with the violation and a statement informing the customer of the right to request a waiver due to hardship or special circumstances.
- v. Pending receipt of a written Notice of Violation or pending a hearing pursuant to an appeal, the District may take appropriate action to prevent the unauthorized use of water as appropriate to the nature of the violation, including termination of service for multiple violations based on the current Water Shortage Level in effect at the time.

Section 12: Request for Adjustment

- a. Any customer may request an adjustment to his or her mandatory water use reduction amount, or appeal the enforcement of the mandatory restrictions imposed under this Ordinance by making a written application for relief to the District. An adjustment of a customer's mandatory water use reduction level may be granted for the following reasons:
 - i. The customer or a member of the customer's household has a medical condition that requires the use of an amount of water in excess of normal demand. A request for adjustment on the basis of a medical condition must be supported by the certificate of a physician which specifies the nature of the use and quantity of water required.
 - ii. The customer demonstrates that he or she installed conservation devices or implemented measures to substantially reduce water use at the customer's property prior to the base year on which the water use reduction level was calculated, and that those conservation measures have resulted in a reduction in the customer's water consumption of at least one unit (one hundred cubic feet) per billing period. Where such conservation has been established, the customer's base year on which the mandatory water use reduction amount is calculated shall be increased by the estimated quantity of water conserved per billing period.

- iii. The customer establishes that the imposition of the mandatory water use reduction on the customer would threaten the public health or safety. Examples of threats to public health and safety include the use of water to abate an unsanitary condition, or for fire suppression.

Applications for adjustment to a customer's mandatory water use reduction levels will be reviewed by the General Manager, who shall determine whether the customer qualifies for adjustment of his or her mandatory water use reduction amount and make recommendations for the resolution of such applications in accordance with the procedures and criteria set forth in this appeals policy.

- b. The application for relief may include a request that the customer be relieved, in whole or in part, from the water use reduction provisions as outlined in this Ordinance.
- c. In order to be considered, an application for relief must be filed in writing with the District within ten (10) business days after receipt of the disputed billing and shall include the name and address of the party submitting the appeal, as well as a brief explanation of the basis for the appeal. No relief shall be granted unless the customer demonstrates that he or she has achieved the maximum practical reduction in water consumption. No relief shall be granted to any customer who, when requested by the General Manager, fails to provide information necessary for the resolution of the customer's application for relief.
- d. The appeals procedure shall consist of the following steps:
 - i. The General Manager shall review the application for adjustment. If the documentation provided with the application is not adequate to establish that the customer is eligible for an adjustment or the amount of the adjustment which is justified, the General Manager shall contact the applicant to request further documentation. The General Manager shall notify the customer within 5 days after documentation is completed whether the adjustment is granted and the amount of adjustment allowed. If the General Manager determines, based upon the documentation provided by the applicant that the customer does not qualify for an adjustment or qualifies for an adjustment less than that requested, the applicant may request a hearing before the General Manager, which shall be scheduled within five business days of the request. No formal rules of evidence apply. All evidence customarily relied upon by reasonable persons in the conduct of serious business affairs will be allowed, and the customer may present any such evidence which would support the grant of relief, and evidence that the customer has not engaged in wasteful water use.
 - ii. Filing of an application will not prevent discontinuance of service or imposition of any other penalties. To avoid penalties or discontinuance of service, water bills must be paid under protest, pending conclusion of the appeals process. The final decision of the General Manager will be given in writing by mail to the

customer within fifteen (15) days of the appeals hearing. A customer whose request for relief has been denied in whole or in part shall have the right to appeal to the Board of Directors, provided a written request has been made within fifteen (15) days following the date of mailing of the decision rendered by the General Manager.

- iii. The appeal to the Board of Directors shall be scheduled at the next public meeting of the Board which is at least seven (7) days following receipt of the request.
 - iv. The decision of the Board shall be final.
- e. Any appeal made should state the grounds upon which it is based and what remedy, if any, the appellant seeks.
- f. Appendix A is a listing of conservation measures/devices which, if implemented or installed by the customer prior to the billing period for which the allocation amount is determined, would be considered, and the estimated quantity of water conserved per measure or device.

Section 13: Severability

If any section, subsection, sentence, clause or phrase in this Ordinance is for any reason held to be invalid or unconstitutional by any court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of this Ordinance.

Section 14: Effective Date

This Ordinance shall be effective immediately upon adoption and shall be published in a newspaper of general circulation and distributed within the District.

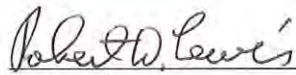
Section 15: Repeal and Rescind

Upon adoption of this Ordinance, Ordinance No. 1-91 shall be repealed and rescinded.

Said ordinance was adopted, on roll call vote, at the regular meeting of the Board of Directors held May 12, 2009, by the following vote:


AYES:	Directors Lewis, Lima and Rios
NOES:	None
ABSENT:	Directos Lu and Bellah
ABSTAIN:	None

I hereby certify that the foregoing is a true and correct copy of Ordinance No. 0-5-2009, adopted by the Board of Directors of the Rowland Water District at its regular meeting held on May 12, 2009.



Robert Lewis
Board President

ATTEST:



Ken Deck
Board Secretary

Appendix A

	Non-conserving		Conserving		Savings/Month <i>Gallons/Hcf</i>
ULFT	5.5 gals x 5.2 flushes/day x 4 people= 114x 30 days=	3432gals	2.5 gals x 5.2 flushes/day x 4 people= 52 x 30 days=	1560	1,872 gallons or <i>2.51 hcf</i>
HET	2.5 gals x 5.2 flushes/day x 4 people=52 x30 days=	1560gals	1.6 gals x 5.2 flushes/day x 4 people=33 x30 days=	990	570 gallons or <i>.77 hcf</i>
DualFlush	1.6 gals x 5.2 flushes/day x 4 people=33 x30 days=	990gals	1.2 gals x 5.2 flushes/day x 4 people=25 x30 days=	749	241 gallons or <i>.33 hcf</i>
Waterless Urinals	3432 gallons per month x 12 42,000/year				3432 gallons or <i>4.6 hcf</i>
Low Flow Faucet Aerator	9.2 gals x 4 people= 37 x 30 days	1110 gals	8.0 gals x 4 people= 32 x 30 days	960	150 gallons or <i>.20 hcf</i>
Dishwasher	12 gals per load x 4 Per week x 4 weeks	192	6 gals per load 4/week x 4 weeks	96	96 gallons or <i>.13 hcf</i>
Washing Machine	40.9 gals/load x .36 loads/day= 14.8 gals x 30	444	24.3 gals/load x .38 loads/day= 9.2 gals x 30	277	167 gallons or <i>.23 hcf</i>
ET Weather- Based Controller			41 gallons/day <i>(Based on median lot size of 11,000 sq. ft.)</i>		1230 gallons or <i>1.65 hcf</i>
Rotary Sprinkler Heads (10)					333 gallons or <i>.45 hcf</i>
Artificial Turf					Reduce outdoor water use by 61%

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Appendix L - Emergency Preparedness Guidelines

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EMERGENCY RESPONSE AND RECOVERY PLAN



ROWLAND WATER DISTRICT
3021 FULLERTON ROAD
ROWLAND HEIGHTS, CA 91748

PREFACE

The Rowland Water District Emergency Response and Recovery Plan is designed to address organized response to emergency situations associated with natural disasters, technological incidents, and national security emergencies in, or affecting, the Rowland Water District facility and its service area.

The Emergency Response and Recovery Plan has been prepared by the Rowland Water District in cooperation with the following persons and agencies:

**Three Valleys Municipal Water District
Walnut Valley Water District
La Habra Heights County Water District
La Puente Valley County Water District
Suburban Water Systems
Los Angeles County Sheriff's Department - City of Industry and Walnut Stations
Los Angeles County Fire Department
City of Industry**

EXECUTIVE SUMMARY

The Rowland Water District is located at 3021 South Fullerton Road, Rowland Heights, California (Unincorporated area of Los Angeles County, within the State of California).

The Rowland Water District service area consists of 17.2 square miles, with six (6) pressure zones, seventeen (17) potable water storage reservoirs with a total storage capacity of 48 million gallons, one (1) recycled water storage reservoir with a total storage capacity of 5 million gallons, eight (8) booster stations, and 13,500 service connections.

This document is designed to prepare the Rowland Water District for a planned response to emergency situations associated with natural disasters, technological incidents, and national security emergencies in, or affecting, a water utility facility and its service area. This plan describes the following:

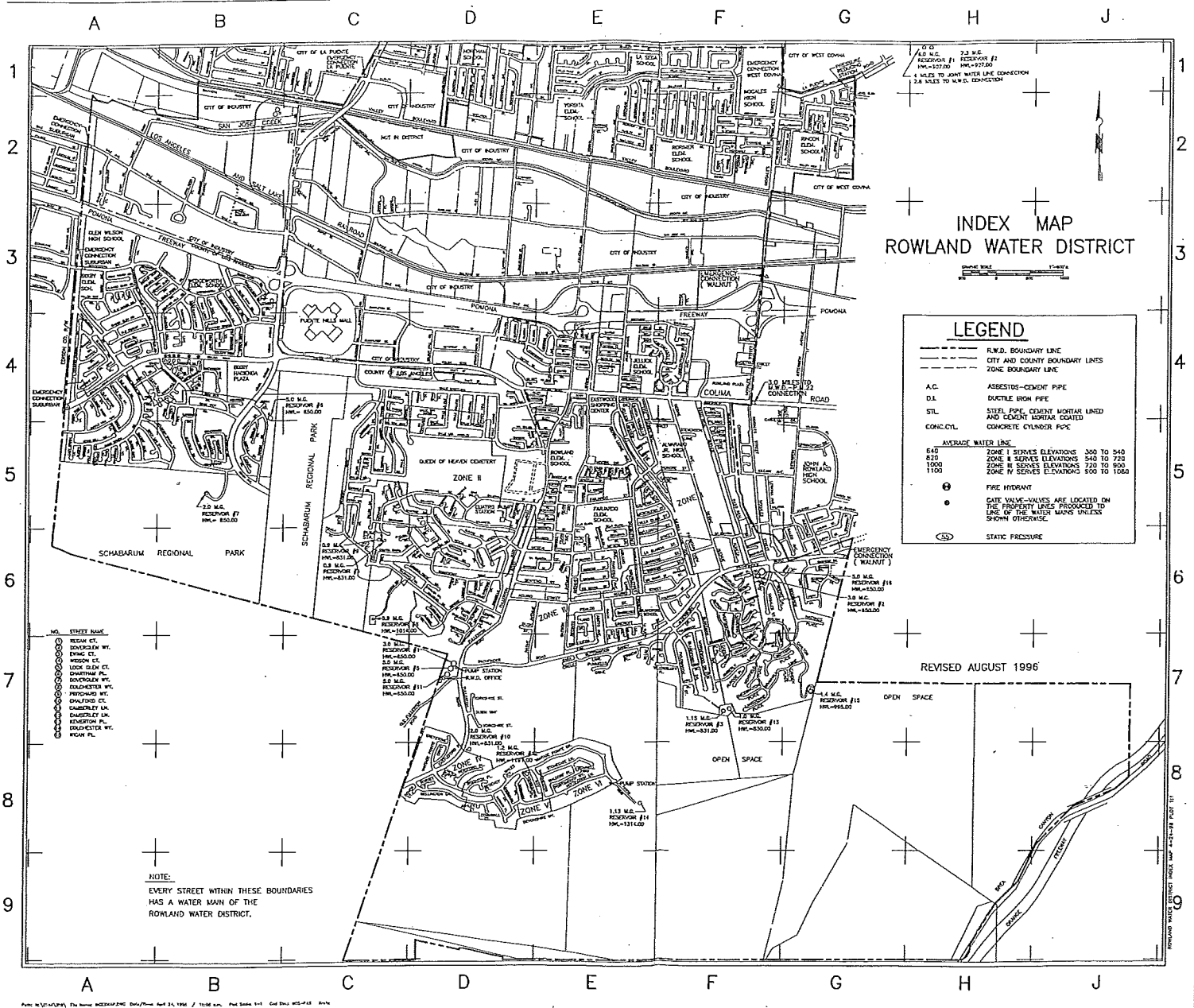
- ◆ Rowland Water District emergency management organization required to assist in mitigating any significant emergency or disaster.
- ◆ Authorities, policies, responsibilities, and procedures required to protect the health and safety of customers, personnel, and facility property.
- ◆ Operational concepts and procedures associated with field response to emergencies, Emergency Operations Center (EOC) activities, and the recovery process.
- ◆ Implementation of the National Incident Management System (NIMS) for use within the Rowland Water District service area, Los Angeles County Operational Area, regional, and state systems.
- ◆ Multi-agency and multi-jurisdictional coordination, particularly between the Rowland Water District and local, state, and federal agencies in emergency operations.
- ◆ Pre-emergency planning as well as emergency operations procedures.

This plan has been designed for conformance with SEMS (Government Code Section 8607) and should be used in conjunction with the State Emergency Plan and local emergency plans.

Goals of the Emergency Response and Recovery Plan

The goals of the Emergency Response and Recovery Plan are to:

- ◆ Rapidly restore service after an emergency
- ◆ Ensure adequate water service for fire suppression
- ◆ Minimize water or electrical system damage
- ◆ Minimize impact and loss to customers
- ◆ Provide emergency public information concerning customer services



INDEX MAP
ROWLAND WATER DISTRICT

LEGEND

- R.W.D. BOUNDARY LINE
- CITY AND COUNTY BOUNDARY LINES
- ZONE BOUNDARY LINE
- A.C. ASBESTOS-CEMENT PIPE
- D.A. DUCTILE IRON PIPE
- STL. STEEL PIPE, COBALT MORTAR LINED AND COBALT MORTAR COATED
- CONC.CYL. CONCRETE CYLINDER PIPE
- AVERAGE WATER LINE
- 640 ZONE I SERVES ELEVATIONS 300 TO 540
- 820 ZONE II SERVES ELEVATIONS 540 TO 720
- 1000 ZONE III SERVES ELEVATIONS 720 TO 900
- 1100 ZONE IV SERVES ELEVATIONS 900 TO 1080
- FIRE HYDRANT
- GATE VALVE-VALVES ARE LOCATED ON THE PROPERTY LINES PRODUCED TO LINE OF THE WATER MAINS UNLESS SHOWN OTHERWISE
- ⊖ STATIC PRESSURE

NOTE:
EVERY STREET WITHIN THESE BOUNDARIES
HAS A WATER MAIN OF THE
ROWLAND WATER DISTRICT.

REVISED AUGUST 1996

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SECTION 1

ROWLAND WATER DISTRICT

EMERGENCY RESPONSE PLAN

INTRODUCTION

ROWLAND WATER DISTRICT (RWD) has had an excellent record of providing continuous, quality service to its customers under all operating conditions. Under certain circumstances, however, special actions and procedures are required to insure service or to restore service due to an extraordinary emergency. The purpose of this plan is to provide a guide for procedures, operations, resources, and communications under extraordinary emergency situations. Routine minor incidents such as service leaks, stuck valves, or minor pump failures will not be addressed by this plan.

The foundation of the Rowland Water District emergency response program is the Incident Command system (ICS). This plan is used as a tool for the ICS team members to guide their actions towards the continuance of proper service or the restoration of service. The ICS approach relies upon pre-incident planning and check lists to utilize any and all resources towards the continuance of proper service. This plan is not intended to provide a "cook book" solution for each potential emergency event. Instead, it provides direction needed to address emergency situations.

AUTHORITIES AND POLICIES

AUTHORITIES:

CALIFORNIA EMERGENCY SERVICES ACT: Article 9.5-DISASTER PREPAREDNESS

8607. Standardized Emergency Management System:

- (a) By December 1, 1993, the California Emergency Management Agency, in coordination with all interested state agencies with designated response roles in the state emergency plan and interested local emergency management agencies shall jointly establish by regulation a standardized emergency management system for use by all emergency response agencies. The public water systems identified in Section 8607.2 may review and comment on these regulations prior to adoption. This system shall be applicable, but not limited to, those emergencies or disasters referenced in the state emergency plan. The standardized emergency management system shall include all of the following systems as a framework for responding to and managing emergencies and disasters involving multiple jurisdictions or multiple agency responses:
- (1) The Incident Command Systems adapted from the systems originally developed by the FIREScope Program, including those currently in use by state agencies.
 - (2) The multi-agency coordination system as developed by the FIREScope Program.
 - (3) The mutual aid agreement, as defined in Section 8561, and related mutual aid systems such as those used in law enforcement, fire service, and coroner's operations.
 - (4) The operational area concept, as defined in Section 8559.
- (b) Individual agencies' roles and responsibilities agreed upon and contained in existing laws or the state emergency plan are not superseded by this article.
- (c) By December 1, 1994, the California Emergency Management Agency, in coordination with the State Fire Marshall's Office, the Department of the California Highway Patrol, the Commission on Peace Officer Standards and Training, the Emergency Medical Services Authority, and all other interested state agencies with designated response roles in the state emergency plan, shall jointly develop an approved course of instruction for use in training all emergency response personnel, consisting of the concepts and procedures associated with the standardized emergency management system described in subdivision (a).
- (d) By December 1, 1996, all state agencies shall use the standardized emergency management system as adopted pursuant to subdivision (a), to coordinate multiple jurisdiction or multiple agency emergency and disaster operations.
- (e) (1) By December 1, 1996, each local agency, in order to be eligible for any funding of response-related costs under disaster assistance programs, shall use the standardized

emergency management system as adopted pursuant to subdivision (a) to coordinate multiple jurisdiction or multiple agency operations.

(2) Notwithstanding paragraph (1), local agencies shall be eligible for repair, renovation, or any other non-personnel costs resulting from an emergency.

- (f) The office shall, in cooperation with involved state and local agencies, complete an after-action report within 120 days after each declared disaster. This report shall review public safety response and disaster recovery activities and shall be made available to all interested public safety and emergency management organizations.

8607.1 Legislative intent:

- (a) It is the intent of the Legislature that a statewide system for fire hydrants be adopted so that all firefighters can respond to emergencies calling for the use of water at any location in the State of California. Without this statewide standardized system, the lives of firefighters and those they serve would be put in serious jeopardy in a mutual aid fire response effort stretching across city and county boundaries.
- (b) By January 1, 1994, the State Fire Marshal shall establish a statewide uniform color coding of fire hydrants. In determining the color coding of fire hydrants, the State Fire Marshal shall consider the national system of coding developed by the National Fire Protection Association as Standard 291 in Chapter 2 on Fire Flow testing and marking of Hydrants. The uniform color coding shall not preempt local agencies from adding additional markings.
- (c) Compliance with the uniform color coding requirements of subdivision (b) shall be undertaken by each agency that currently maintains fire hydrants throughout the state as part of its ongoing maintenance program for its fire hydrants.
- (d) By July 1, 1994, the State Fire Marshal shall develop and adopt regulations establishing statewide uniform fire hydrant coupling sizes. The regulations adopted pursuant to this section shall include provisions that permit the use of an adapter mounted on the hydrant as a means of achieving uniformity. In determining uniform fire hydrant coupling sizes, the State Fire Marshal shall consider any system developed by the National Fire Protection Association, the National Fire Academy, or the Federal Emergency Management Agency.
- (e) By December 1, 1996, each local agency, city, county, city and county, or special district in order to be eligible for any funding of mutual aid fire response related costs under disaster assistance programs, shall comply with regulations adopted pursuant to this section. Compliance may be met if at least one coupling on the hydrant is of the uniform size.
- (f) Subdivision (d) shall not be applicable to the City and County of San Francisco due to the existing water system.

86097.2 Plans:

- (a) All public water systems, as defined in subdivision (f) of Section 4010.1 of the Health and Safety Code, with 10,000 or more service connections shall review and revise their disaster preparedness plans in conjunction with related agencies, including, but not limited to, local fire departments and the office to ensure that the plans are sufficient to address possible disaster scenarios. These plans should examine and review pumping station and distribution facility operations during an emergency, water pressure at both pumping stations and hydrants, and whether there is sufficient water reserve levels and alternative emergency power such as onsite backup generators and portable generators.
- (b) All public water systems, as defined in subdivision (f) of Section 4010.1 of the Health and Safety Code, with 10,000 or more service connections following a declared state of emergency shall furnish an assessment of their emergency response and recommendations to the Legislature within six months after each disaster, as well as implementing the recommendations in a timely manner.
- (c) By December 1, 1996, the California Emergency Management Agency shall establish appropriate and insofar as practical, emergency response and recovery plans, including mutual aid plans, in coordination with public water systems, as defined in subdivision (f) of Section 4010.1 of the Health and Safety Code , with 10,000 or more service connections.

POLICY:

The Rowland Water District will have and maintain a standardized Emergency Response and Recovery Plan containing vital information for responding to, and recovering from, an emergency.

A District-wide Standardized Emergency Management System (SEMS) will be used to ensure compatibility with state and local emergency response systems (in accordance with State of California Government Code Section 8607). Rowland Water District will train all employees regarding their duties during and after an emergency.

Emergency Overtime

That which is required to preserve the public peace, health and safety. Emergency overtime may be authorized by the Supervisor, who shall on the following work day report to the General Manager the name of the employee, hours worked and reason therefor.



Resolution No. 7-2004
(Supersedes Resolution No. 7-99)

**ADOPTION OF THE CALIFORNIA STANDARDIZED EMERGENCY
MANAGEMENT SYSTEM, MASTER MUTUAL AID AGREEMENT,
AND OPERATIONAL AREA AGREEMENTS
BY ROWLAND WATER DISTRICT**

WHEREAS ROWLAND WATER DISTRICT facilities, properties, and employees are located where numerous natural or human caused catastrophes may occur and that could affect local or regional areas, and

WHEREAS the greater efficiency for emergency and disaster preparedness, response, recovery, and mitigation can be achieved by joining efforts between all political subdivisions, including cities, counties, special districts, other public benefit non-profit corporations, and utilities in the development and implementation of Operational Areas; and

WHEREAS the Standardized Emergency Management System regulations identify the need for all political subdivisions within the geographical area of a county to establish an Operational Area to act as an intermediate level of the state emergency services organization to support local government before and during emergencies; and

WHEREAS following the 1991 East Bay Hills Firestorm, State Senator Nicholas Petris authored a law to amend the California Emergency Services Act, creating the Standardized Emergency Management System (Government Code Section 8607) to ensure all responding agencies would plan and coordinate emergency response together by incorporating the Operational Area concepts and Master Mutual Aid Agreement; and

WHEREAS the ROWLAND WATER DISTRICT's claims for State reimbursement of personnel response costs are contingent upon adopting and using the Standardized Emergency Management System; and

WHEREAS the ROWLAND WATER DISTRICT wishes to coordinate emergency and disaster planning and response with other agencies and to maximize the ability to recover costs incurred during response;

BE IT THEREFORE RESOLVED that the Board of ROWLAND WATER DISTRICT hereby adopts the State of California Standardized Emergency Management System, Master Mutual Aid Agreement, and Operational area concepts as the means by which the ROWLAND WATER DISTRICT will plan and respond jointly with other emergency response agencies; and

BE IT FURTHER RESOLVED that all ROWLAND WATER DISTRICT emergency plans and emergency response training shall reflect the use of the Standardized Emergency Management

System, Operational Area concepts, and Master Mutual Aid Agreement and the compliance standards thereof; and

BE IT FURTHER RESOLVED that the ROWLAND WATER DISTRICT enter into and participate in Mutual Aid and Operational Area Agreements to facilitate joint preparedness and response; and

BE IT FURTHER RESOLVED that the General Manager take the steps necessary to effectuate these and future agreements which shall be in a form approved by the Legal Counsel.

ADOPTED this 13th day of July, 2004, at the regular meeting of the Board of Directors of Rowland Water District by the following roll call vote:

AYES: Directors Rowland, Diliberti, Lewis, Lima and Rios

NOES: None


ABSENT: None

ABSTAIN: None

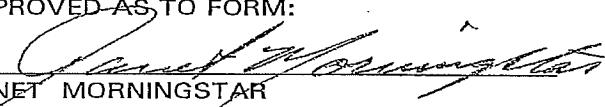
I hereby certify that the foregoing is a true and correct copy of Resolution No.7-2004 adopted by the Board of Directors of Rowland Water District at its meeting held on July 13, 2004.


JOHN A. ROWLAND, V.
Board President

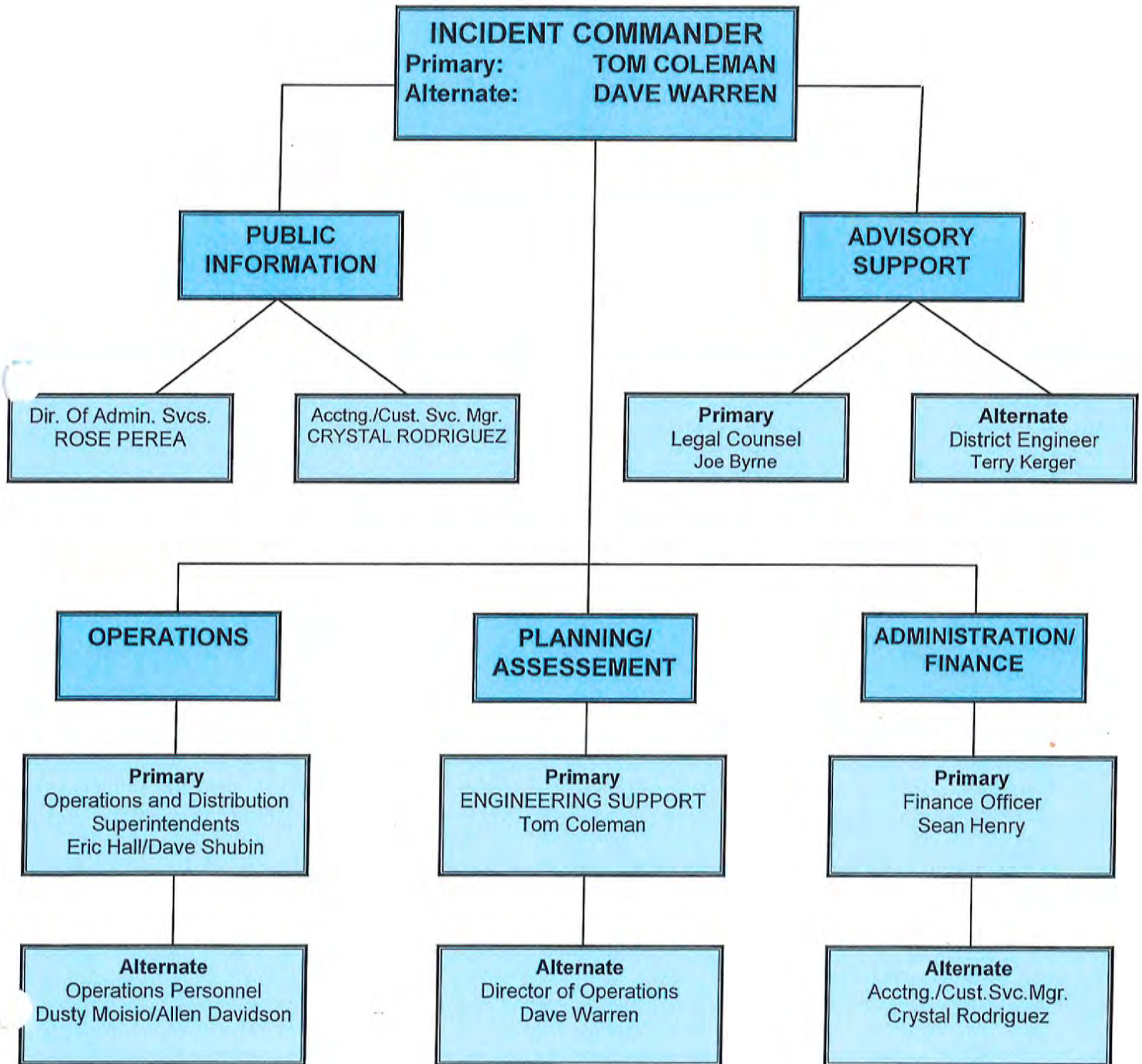
ATTEST:


KEN DECK
Board Secretary

APPROVED AS TO FORM:


JANET MORNINGSTAR
Legal Counsel

Emergency Organizational Chart



PLAN GLOSSARY

Activation of EOC - Activation refers to the opening of the Emergency Operations Center. The Emergency Operations Center can be activated by an employee.

Disaster - A single or multiple event with many agencies involved that requires resources beyond local resources that lasts over a substantial period of time and requires the activation of the EOC.

Division Emergency - Any employee may declare a District emergency when conditions warrant and *when normal operational resources are likely to be insufficient to manage the emergency* or disaster to its completion. A defacto declaration will have been made if the EOC is activated. As times allows, all declarations should be made in consultation with the District Manager.

Emergency - Usually a single event with only a few agencies involved with a short event duration that can be handled with local resources.

Emergency Management Organization - An organizational structure within the District when a District emergency is declared or when the EOC is activated.

Emergency Operations Center (EOC) - A designated location where the ICS staff will meet during an incident. For the purposes of this plan, that location is the Board Room at the Rowland Water District Office, 3021 South Fullerton Road, Rowland Heights, California, or site designated by County or State officials. The backup EOC will be the Warehouse at the same location.

Emergency Operations Plan (EOP) - The plan that each jurisdiction has and maintains for responding to appropriate hazards.

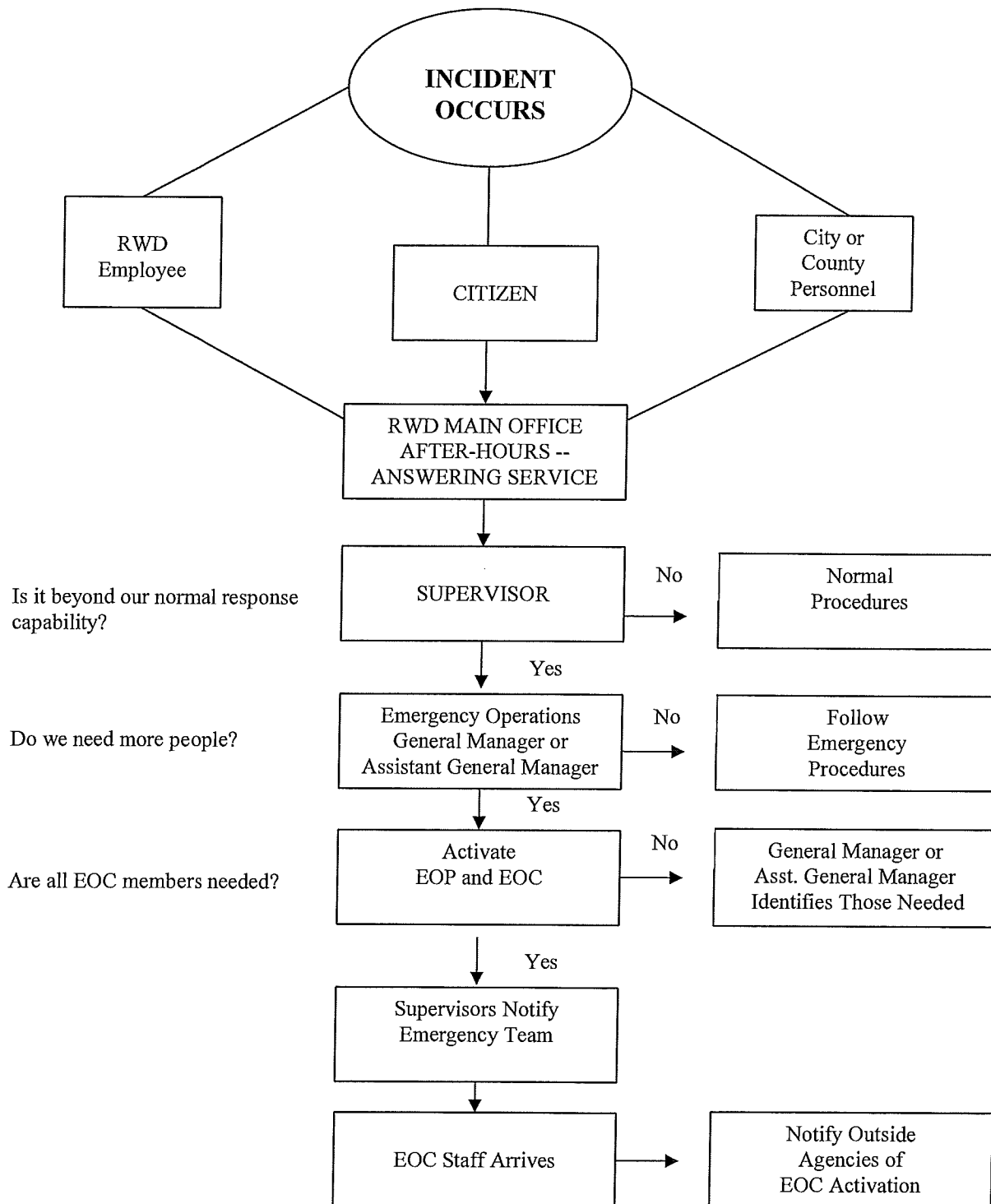
Incident - Any activity that would invoke the use of the Emergency Response Plan.

Incident Command System (ICS) - A system developed to structure an agency's response to an emergency in an efficient and effective manner.

Public Information Officer (PIO) - A pre-designated person or group of people whose job during an incident is to disseminate public and employee information.

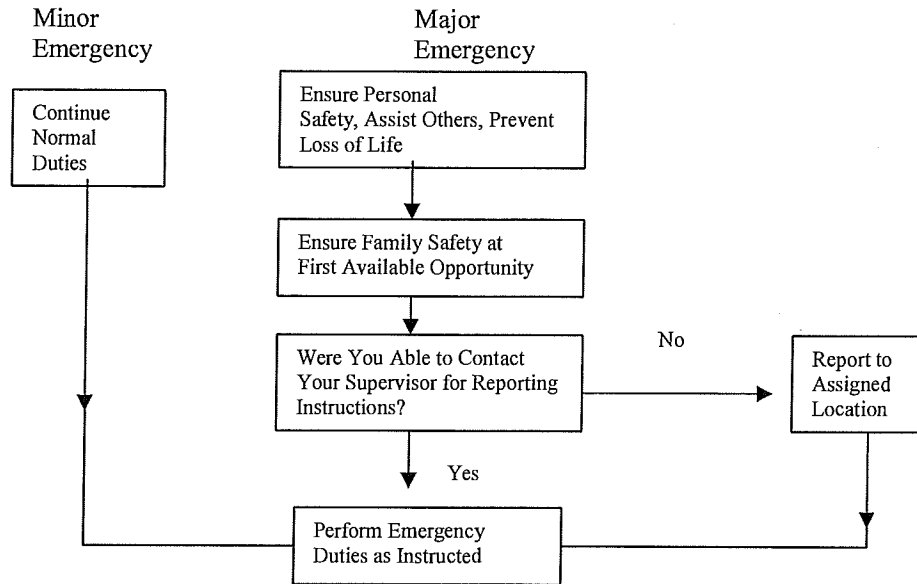
PIO Center - A designated location where the media can be briefed during an incident. For the purposes of this plan, that location is the Warehouse, located behind the main District office facility, 3021 South Fullerton Road, Rowland Heights, California.

NOTIFICATION AND ACTIVATION OF EMERGENCY OPERATIONS PLAN

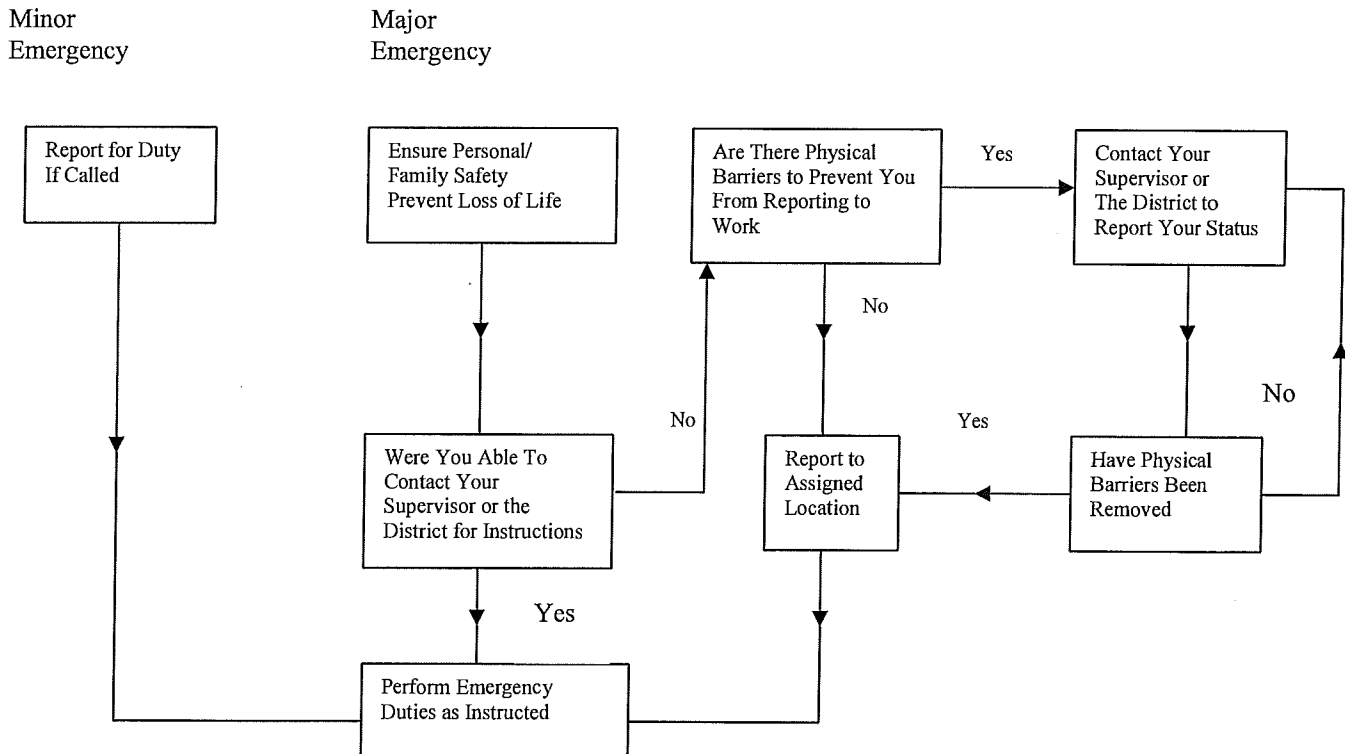


EMPLOYEE RESPONSE FLOW CHART

ON DUTY OCCURRENCE



OFF DUTY OCCURRENCE



SECTION 2

THE INCIDENT COMMAND SYSTEM

Origins

The Incident Command System (ICS), was developed by the fire service in response to the same types of management problems that have been identified as those commonly encountered in disaster management. In fact, reviewing the system design parameters followed by the fire service looks exactly like a list that might have been developed by any emergency planner upon considering the problems of all-risk response management. The following features of ICS make ICS an effective means of dealing with any emergency:

- ◆ Common Terminology
- ◆ Modular Organization
- ◆ Integrated Communications
- ◆ Unified Command Structure
- ◆ Consolidated Action Plans
- ◆ Manageable Span of Control
- ◆ Comprehensive Resource Management

Procedures For Activation of Emergency Operations Center

Note: *The following procedures DO NOT replace action needed to protect employee or public safety. Safety actions come first. Initial actions and decisions are expected before the following notifications are made.*

When Is The Emergency Operations Center Used:

The District faces situations during normal and irregular work hours that require multi-person notification or involvement to adequately respond, notify internal staff, and external agency or media contacts. The following list represents events that would partially activate the District's Emergency Operation Center. Activation may occur in the event of:

1. Any incidents which may affect the health and safety of employees or the public. This would include chemical spills or releases on District sites or from local industries that may affect field employees. Water quality situations that would threaten the public's health would also be grounds for the opening of the EOC.
2. Significant multiple incidents (natural or man-made) occurring at the same time that may affect Rowland Water District's ability to serve its customers.
3. An incident that could lead to significant potential loss of property. Fires at District facilities or second alarm fire calls, floods or earthquakes fall within this category.
4. A single emergency that concerns more than District employees and equipment (e.g., fire departments)
5. The event has a potential long resolution time (more than one shift); or
6. Multiple crews are needed to resolve the problem.
7. Water out of service for 100 or more homes.

Who Initiates Call To Activate:

- ◆ General Manager/Assistant General Manager (during normal work hours) or
- ◆ **ANYONE IN FIELD OR OFFICE WHO FINDS THE PREVIOUS CONDITIONS MET.**
- ◆ General Manager/Assistant General Manager (after hours)

Who Activates The Emergency Operations Center:

- ◆ General Manager/Assistant General Manager (during normal work hours) or
- ◆ **ANYONE IN FIELD OR OFFICE WHO FINDS THE PREVIOUS CONDITIONS MET.**
- ◆ General Manager/Assistant General Manager (after hours)

How Activation Occurs:

- ◆ Emergency Condition Recognized
- ◆ Call made to the senior management team member (if available). Describe situation and ask for authorization to open EOC. If no one available and above conditions are met, open EOC as the Incident Commander and follow procedures as outlined in Check List.

How Are Employees Trained:

- ◆ Annual drills and tabletop exercises
- ◆ ACWA - "*Risk Control Bulletin*"
- ◆ Tailgate meetings

Staffing

While ICS can become very complex with hundreds of people involved, because of the size of the District and the singularity of our missions -- the continuance of water service -- we can use a limited number of personnel to effectively staff the Emergency Operating Center (EOC). The flexibility of the ICS can be utilized to our advantage. As the incident increases in scope, staff is added to cover all operations. As the incident is resolved, the staffing would also be reduced. Depending on the size of the incident, the staffing of the EOC could run from one to six people.¹ Those people would perform the following functions: Incident Commander; Public Information; Advisory Support; Operations; Planning/Assessment; Administration. They have the following functions:

Incident Commander - This person has overall responsibility for the management of the operation. (S)he is the sole source of command for the incident. This person is responsible for all policy and strategic decisions. The incident commander will typically be the first person at the EOC until relieved by someone either more senior or knowledgeable. If relieved of duty, the outgoing incident commander may take one of the other posts in the EOC as directed by new incident commander.

¹ Those staffing the EOC could either be management or hourly employees. It will depend largely on who is available to get to the EOC.

Planning/Assessment - This person's responsibility is to obtain information about the status of the incident and relay that information to the EOC staff. This person is further responsible for developing the action plans to bring the emergency to an end. This person must work closely with both the incident commander and operations to assure that their information needs are being met. This will be the second staffed position in the EOC and will have not only the planning responsibility, but also the responsibilities of Operations and Administration (finance) until those positions can be staffed.

Operations - This person is responsible for all tactical command and coordination of incident response assets. This also includes personnel, supplies, or materials required to control the situation or support the response structure. This person will also coordinate tactical decisions with outside agencies. This will be the third position staffed in the EOC and will also have the responsibility of finance until that position can be staffed.

Administration - This person is responsible for establishing work orders and tracking all costs incurred by the District during the incident. This person would further have the responsibility of logging all injury or damage claims that might occur during an emergency. While this would be the last position staffed in an emergency, it will probably be one of the last to be closed due to internal record keeping requirements.

Public Information - This position has the responsibility of keeping the EOC and internal staff informed about what is being reported in the media during the incident and what rumors are circulating in the community. If additional information is required by the media at the EOC, this position will handle all inquiries.

Staff Reporting Responsibilities

Rowland Water District employees, during a disaster or emergency, are to report to their daily job location (District Office) after assuring that their families are secure. A "call-out" list is included in the Appendix to this Plan, "***Personnel List***". When the District's Emergency Response Plan is activated, status reporting will be done through the Emergency Operations Center. As needed, the Incident Commander may assign staff to respond to the scene of a major event in order to provide on-going liaison and status reporting between the District and external, on-scene, agencies.

COMMUNICATIONS

Communications Systems

Communication covers many aspects of emergency management. The term communication refers to equipment, documentation, reports, displays, and other means of transmitting information from one person to another. Ideally communications will follow the following during an emergency:

1. Face to Face²
2. Voice to Voice Over Radio/Phone³
3. Written on a Message Form

Documentation

EOC members are to use logs found within EOC boxes as incident logs for noting events. All major events, requests, and communications are to be documented by each EOC staff member in the EOC Action Log Forms. All entries shall include the date and time. EOC members will also initiate and maintain emergency time keeping records.

At the conclusion of each incident, the Incident Commander, or his alternate, will gather the EOC logs, and interviews with involved staff and external agencies. From this data, the Incident Commander will reconstruct the incident for an After-Action Report. The EOC logs of all declared District Emergencies shall be stored in secure locations for a period of one year following the event.

The Administrative Manager will compile time keeping records. These records will be maintained in accordance with OES/FEMA regulations.

Message Handling

All internal EOC messages will be taken on the pink message forms found with the EOC emergency supplies. Time, date, phone number, contact name, and message should all be included on message form and given to responsible team member.

All verbal transmissions need to be recorded.

³ In the event of an emergency, the telephone system shall be the primary communication medium to disseminate information and instructions from the Emergency Operations Center. The Company radio network shall be used as a supplemental system and a back-up system in the event of a loss of telephone communication.

Status Boards And Displays

Status boards and maps are easy reference items for others in the room, so they can easily see the status of operations. Displaying information reduces interruptions to the EOC staff who are working or communicating with others over phone, radio, etc. At a minimum, the EOC will include Distribution System Maps, a Facility Location Map, and a Damage Status Board. The Incident Commander will assign available staff to maintain the status board during EOC operations, if necessary.

Briefings

The Incident Commander will conduct periodic briefings for all EOC members as deemed necessary. Frequency will be determined at the time of the emergency. Near the beginning, briefings should occur at least every 2 hours. As the situation stabilizes, this may reduce to one each day. The purpose of these briefings is to review overall status, to identify any resources that will be needed, and to revise response priorities as necessary.

MEDIA ACCESS POLICY

The goal of this policy is to allow information to reach the public in a timely manner while protecting the health and safety of the public. Rowland Water District stands by its obligation to the community during times of emergency. One facet of this obligation is the need to inform the public about the status of pending or immediate water related conditions that may affect the customer's health and safety. Rowland Water District, in time of emergency, will work cooperatively with various media representatives to convey this information to the public.

The safety of customers and media representatives during an emergency is of paramount concern to Rowland Water District. While California Penal Code Section 409.5 provides full access by media personnel to a disaster site after it has been closed by law enforcement personnel, Section 602 allows property owners to disallow anyone from entering private property without prior consent. If a disaster or emergency occurs on Rowland Water District property, entry to the property by the media will be denied until Rowland Water District's Incident Commander approves the entry, either on a full or limited basis. The District will strive to allow the media onto the emergency site as soon as it is safe to do so.

PUBLIC INFORMATION TEAM

General

Emergency situations, by their very nature, are unexpected and disruptive. Because their consequences may be far-reaching, they are very often matters of public and news media interest. Also, our employees and customers have a right to know information concerning disaster or other emergencies that might impact them. It is the District's responsibility to provide timely, accurate information to all parties who must respond to or will be impacted by incidents.

Releasing accurate news stories to the public as soon as possible after an emergency/disaster is in Rowland Water District's best interest. Being responsive to the communication needs of the public when emergencies occur means releasing factual, first-hand information, generally through the news media. Such information, however, must be consistent with the security of District property and safety of all District personnel. When dealing with media representatives, an attitude of honesty, reasonableness and cooperation should be maintained at all times.

Experience has shown that action in emergencies is seldom effective unless planned in advance. This section provides an outline for emergency planning and a guideline for implementing emergency public relations communications activities.

Key Actions and Responsibilities

The Public Information Team shall be responsible for communicating all internal and external information. Other employees shall be instructed to notify their immediate supervisors of information concerning an emergency and direct all inquiries to the Public Information Team.

The following shall be the protocol for carrying out notifications of emergency information:

1. Those who must immediately respond to the emergency (police, fire, etc.).
2. The EOC Team.
3. Those with a special need-to-know (e.g., family, if a death has occurred).
4. Other employees who will be asked to communicate about the emergency (e.g., customer service representatives).
5. The news media.

The Incident Commander shall designate an emergency communication spokesperson, from the Public Information Team. If all members are present, the Resource Analyst/Customer Service Supervisor, will have the duty of setting up the Public Information Center. The Public Information Team's responsibilities under this plan include:

1. Prepare, maintain and update the sections of the Appendices pertaining to communications and public relations.
2. Analyze the effects of media coverage on operations and determine what is needed to insure that the image and credibility remain intact.
3. Advise the Incident Commander on controlling the flow of information to general and special audiences.
4. Prepare tools and materials necessary to carry out community relations tasks including: press kits, glossary of technical terms, press release forms, system maps, and a general fact sheet about the District, its operations and key personnel.
5. Advise management on internal employee communications.
6. Perform duties of spokesperson as designated by the Incident Commander and release information as authorized by the Incident Commander.
7. Keep records and logs of all inquiries and news coverage.
8. Act as a liaison for all media activities.
9. Prepare and distribute information internal to the District.

Notification

If the service to only a small number of customers is affected by an emergency situation, every attempt should be made to contact each customer. A prepared notice or message should be formulated to insure that each customer receives the most accurate and useful information available. Acceptable methods used to contact customers include:

1. Telephone
2. Door-to-Door canvassing with District personnel
3. Public address canvassing, **Vehicles Nos. 3, 26, and 9**, or with the assistance of local emergency forces
4. Pre-recorded telephone messages, if the time will allow

In many cases, emergencies will affect a large number of customers and could impact the general public as well. The most effective means of communicating with the public is through the media. For a local emergency, press representatives should be contacted in this order:

1. Local radio stations
2. Local television stations
3. Daily newspapers
4. Other publications

Other methods available to disseminate information include:

1. Press conference
2. News briefings
3. Public service announcements
4. Public speaking engagements
5. Employee meetings
6. Personal visits

Media Relations

A number of factors help establish the climate for positive media relations in emergency situations. A good news source functions as both an educator and a source of information. Reporters often have difficulty in dealing with complex technical matters, therefore, a good news source lays groundwork for understanding and then answers the questions. Positive media relations result from working with the press to bring about a resolution of an emergency and obtain fair, even-handed press coverage.

Accuracy and authoritativeness plays a key role in determining credibility, therefore, the spokesperson should release information only after discussing the emergency situation and obtaining authorization from the District's Incident Commander. A good news source is one who is timely, honest and knowledgeable. An accurate news story should be released to the public as soon as possible, handling it honestly and communicating to the press and the public the clearest possible explanation of District actions and motives.

As a guide, the following is a list of basic "do's" and "don'ts" for communicating and media relations during an emergency.

During an emergency, you should:

1. Release only verified information.
2. Promptly alert press of relief and recovery operations.
3. Escort the press everywhere on the emergency site.
4. Have a designated spokesperson.
5. Keep accurate records and logs of all inquiries and news coverage.
6. Try to find out and meet press deadlines.
7. Provide equal opportunities and facilities for print and electronic media.
8. Have a clear idea of what can and cannot be released.
9. Carefully coordinate planning and implementation of public relations activities with other aspects of your emergency plan.

During an emergency, you **should not**:

1. Idly speculate on the causes of the emergency.
2. Speculate on the resumption of normal operations.
3. Speculate on the outside effects of the emergency.
4. Speculate on the dollar value of the losses.
5. Interfere with the legitimate duties of news personnel.
6. Permit unauthorized spokespersons to comment to the media.
7. Attempt to cover up, or purposely mislead the press.
8. Place blame for the emergency.
9. Discuss injuries or deaths until families have been properly notified.
10. Discuss any facts related to insurance or possibility of settlement or of reimbursement.
11. Answer hypothetical questions.
12. Deviate from District policy or agreed-upon emergency procedures.
13. Make "off-the-record" statements; there is no such thing.

PUBLIC INFORMATION CONTACTS

Telephone Numbers

San Gabriel Valley Tribune

Hotline Number Until 11:00 p.m. (626) 962-8811 X2911

After 11:00 p.m. (626) 962-8811 X2130

KNX Radio 1070 AM

24-Hr Number (323) 900-2070

KFWB NEWS Radio 98 AM

Direct to News Room 24-Hr Number (323) 900-2098

CBS - Channel 2

24-Hours (323) 575-2345

CBS Network in New York (212) 975-4321

WCBS in New York (212) 975-2161

NBC - Channel 4 - **Direct to News Desk (818) 840-4321**

KTLA - Channel 5 - **Morning News: (323) 460-5502; (323) 460-5333 (Fax)**

ABC - Channel 7

KABC News

8:00 a.m. to 6:00 p.m. (818) 863-7777; 6:00 p.m. to 8:00 a.m. (818) 863-7600

KTTV - Channel 11 - Fox 11 Wants to Know

Fox News & Good Day LA: (310) 584-2000

RECOVERY AFTER AN EMERGENCY

Reporting

Depending upon the severity of the emergency, the Incident Commander may request a brief report from each of the members or selected members of the ICS. The purpose of the report is to evaluate the preparedness of the District, its ability to react to emergencies and assess the impact of the emergency on the operations of the District. The reports should contain, at a minimum, the following information:

1. Activities during the emergency.
2. Key emergency responsibilities and how they are carried out.
3. Description of disruption to normal service.
4. Problems with emergency preparedness or response.
5. Contacts with outside agencies or officials.
6. Special expenses or purchases.

During an emergency, each EOC team member should keep an active and accurate log of information and activities which may be required in the report to the manager. Written logs and/or audio logs on micro-cassette are acceptable.

Accounting

An emergency work order shall be established for all extraordinary purchases and services required during the emergency event. The work order shall be an "E" work order and given a number which corresponds to the year of the emergency (e.g. an emergency in 1999 would be labeled E1999-1, E1999-2, etc.). Once normal service has resumed and no additional emergency charges are expected, the work order shall be closed. The emergency expenses shall be analyzed and the charges shall be transferred to the appropriate accounts.

If an emergency has caused significant unexpected expenditures, the Manager shall seek the assistance of State and Federal agencies for emergency financial assistance.

Communications

Once normal service has resumed, customers should be notified if any restriction or demand management programs have been lifted. Communications with those who have provided the District external assistance should also continue. If problems have occurred, they should be discussed and procedures or guidelines should be initiated to avoid such problems in the future. The reactions and input of state and local regulatory agencies should be sought. Finally, as a last priority, a letter of gratitude to those who were helpful in providing special services or assistance may be in order.

VULNERABILITY ASSESSMENT/RESPONSE MEASURES

In order to properly prepare for an emergency, a general vulnerability assessment was performed. The impact of several emergency situations were evaluated to determine the degree of adverse impact on each of the major water works components of the District. For each emergency situation, a vulnerability assessment worksheet was prepared. The vulnerability assessment assumes the practical worse case scenario for each emergency situation. The vulnerability assessment, therefore, should be used primarily for preparedness efforts, rather than response efforts.

Response efforts should be governed by the actual emergency event and its severity. Within each worksheet are comments or instructions to the emergency response team which address general corrective measures and remedial actions. Again, this is not intended to be a recipe for mitigating an emergency. It is intended to be used by the emergency response team members to insure basic procedures are initiated, proper notifications are carried out, and direction is given towards a continuance or restoration of service.

Under all emergency situations, four basic procedures should be initiated:

1. **Recognition** - The identification of the severity of the emergency and its potential impact to essential water works components.
2. **Evaluation** - The assessment of the necessary personnel, resources and activities needed to respond to the emergency situation.
3. **Control** - The physical preventive or corrective work which mitigates the emergency.
4. **Communication** - The notification of those needed to respond to the emergency and those who will be impacted by its effects.

FIRE/EXPLOSION

General Instructions:

1. Sound a fire alarm/call fire department (Appendix, Page 1).
2. Employees should only attempt to fight fires which are relatively small, non-toxic, and non-explosive in nature. If any doubt exists, the employees should refrain from fighting the fire and allow the fire department to react when they arrive.
3. Evacuate the area.
4. Open Emergency Operations Center to react to the effects of the emergency (i.e., loss of facility, power loss, chemical spill, etc.).

EARTHQUAKES

During An Earthquake:

1. Seek shelter under a desk, table, doorway or inside wall.
2. Avoid electric wires, poles and equipment, if outside.
3. Be prepared for aftershocks.

After An Earthquake:

1. Open Emergency Operations Center.
2. Assess damages and injuries.
3. Contact emergency assistance (police, fire department, rescue squad, etc.) as necessary.
4. Notify customers, media, and state and local authorities if service is disrupted or if significant demand management is necessary.
5. Inspect facilities for structural damage. Include: buildings, storage tanks, pipelines, process equipment, etc. Consider the use of an outside engineering consultant.
6. Prioritize and repair water main leaks.
7. Respond to side effects (loss of power, fire, chemical spills, etc.).

EXTENDED LOSS OF ELECTRICAL POWER (EXTERNAL)

General Instructions:

1. Open emergency Operations Center.
2. Activate auxiliary power sources.
3. Contact Southern California Edison.
4. Evaluate supply capabilities and priority needs.
5. Notify customers, media, and state and local authorities if service is disrupted or if significant demand management is necessary.
6. Contact neighboring purveyors for mutual aid arrangements.
7. Notify Fire Department if fire protection capabilities will be impaired.
8. Contact fuel suppliers for auxiliary power sources to insure supply.

HAZARDOUS MATERIAL SPILL WITHIN THE WATERSHED

General Instructions:

1. Open the Emergency Operation Center.
2. Contact the National Response Center, Los Angeles County Fire Department Haz Mat. **
3. Contact the Los Angeles County Department of Public Health (LACO DPH)**
4. Contact the U. S. Environmental Protection Administration (US EPA)**
5. Seek outside assistance to evaluate severity and health effects.
6. Avoid intake of spill, if possible.
7. Initiate clean-up or mitigation efforts. A specialized hazardous materials contractor may be required depending upon the nature of the spill, the substance, and the potential health effects.
8. Monitor water quality.
9. Test and utilize treatment system, if necessary.
10. Immediately notify customers if there is a serious health risk in using the finished water.
11. Contact outside laboratories for assistance.
12. Notify customers, media, and state and local authorities if service is disrupted or if any significant demand management is necessary.
13. Investigate possibility of contaminant entering the distribution system.
14. Flush distribution system if contaminant is suspected in the system.
15. Obtain alternate water supply, if necessary.

See Agency Notification of Hazardous Material Release -- **Appendix Page 55

FLOODS

If Severe Flooding Is Predicted, The Emergency Response Team Should Mobilize, Particularly To Address Potential Problems Within The Shore Communities. The Following Actions Shall Be Taken:

1. Open Emergency Operations Center.
2. Assemble essential personnel to designate duties.
3. Secure all facilities subject to flooding with sand bags, etc.
4. Secure loose items in facilities subject to flooding or move to higher elevations.
5. Assemble and utilize auxiliary water pumps.
6. Notify customers, media, and state and local authorities if service is disrupted or if significant demand management is necessary.

CIVIL DISTURBANCE

General Instructions:

1. Open Emergency Operations Center.
2. Evacuate non-essential personnel from trouble areas.
3. Contact state and local police.
4. Barricade doors and windows.
5. Evaluate access limitations to major facilities.
6. Coordinate access and operations of major facilities with state and local police.
7. Notify customers, media, and state and local authorities if service is disrupted or if significant demand management is necessary.
8. Contact neighboring purveyors if additional supply is required.
9. Lock company valuables in vaults or secure locations.
10. Obtain private security forces, if necessary.

JOB ACTIONS

General Instructions:

1. Open Emergency Operations Center.
2. Evaluate normal and minimal personnel requirements to continue to provide service and perform key operating functions.
3. Assign and schedule available personnel.
4. Evaluate abilities of available personnel.
5. Initiate emergency training.
6. Stockpile chemicals, food, equipment.
7. Provide accommodations for on-site personnel.
8. Notify customers, media, and state and local authorities if service is disrupted or if significant demand management is necessary.
9. Contact neighboring purveyors for assistance, if necessary.
10. Obtain security of facilities, if necessary.
11. Keep police informed.
12. Be prepared to respond to side effects (sabotage, civil disturbances, etc.).
13. Refer to American Water Works System Emergency Procedures Handbook.

SABOTAGE

General Instructions:

1. Open Emergency Operations Center.
2. All threats of sabotage should be taken seriously and investigated until the threat can be disproven or an emergency response to the action can be taken.
3. Attempt to gather all possible information about the threat.
4. Contact state and local authorities and advise of any threat and request assistance if required.
5. Depending upon the type of threat or the type of sabotage, several of the procedures described in previous sections may be applicable to respond to the emergency.
6. Notify customers if service is disrupted or if a health risk is seriously suspected.

LOCALIZED DROUGHT

General Instructions:

1. Perform a detailed evaluation of demands and supply capabilities.
2. Initiate demand management programs, if necessary, through public education and information.
3. Seek input and support from state and local officials. Coordinate restrictions, if necessary, through appropriate authorities.
4. Defer non-essential construction and maintenance which may reduce supplying capability or which may use significant amounts of water.
5. In the event that an immediate water supply shortage occurs due to the breakage or failure of a dam, pump, pipeline or conduit causing an immediate emergency, the General Manager shall declare the extent of the water supply shortage emergency and, after allocating and setting aside the amount of water necessary for domestic use, sanitation and fire protection, shall determine and implement the appropriate water supply shortage restrictions, as defined herein. The General Manager will call a special meeting of the Board of Directors as soon as practical for the purpose of reviewing and ratifying the action of the General Manager in declaring the Water Shortage Emergency.

CHEMICAL SHORTAGES

General Instructions:

1. Make a detailed analysis of essential needs and compare to available inventories.
2. Evaluate the use and impact of substitute chemicals.
3. Adjust chemical dosages to a minimum, if possible.
4. Contact suppliers for information on expected production, delivery, and alternate sources of the desired chemical.
5. Notify customers and media if significant changes to water quality are expected to occur or if there is a known risk to the health of a customer.
6. Notify the state authorities if major changes to treatment may impact the ability to achieve finished water quality below primary drinking standards.
7. Contact neighboring purveyors for aid.

SNOWSTORMS EXTREME COLD WEATHER

Historically, snowstorms have had a minimal effect upon the normal operations of the District. It is unlikely that the need to formally mobilize the Emergency Response Team would be necessary. The American Water Works System Emergency Procedures Handbook (Appendix E) includes a detailed discussion of operations during extremely cold weather. Other basic actions should include:

1. Mobilization of snow removal equipment.
2. Stockpile chemicals and materials, if warranted.

HURRICANE/SEVERE STORM

Before The Storm:

1. Open Emergency Operations Center.
2. Monitor track of storm.
3. Release non-essential personnel, if warranted.
4. Assemble essential personnel and designate duties.
5. Fill gravity storage tanks.
6. Test auxiliary power sources.
7. Fill fuel tanks.
8. Secure windows and doors.
9. Man remote stations which are essential to the operation. Stockpile chemicals, food, etc.
10. Discuss needs with electric utility.
11. Test back-up communications system.
12. Refer to WARN mutual aid agreement.
13. See Flood Section.

During The Storm:

1. Notify customers, media, and state and local authorities if service is disrupted or if significant demand management is necessary.
2. Monitor production and storage facilities.
3. Monitor changes in water quality.

SECTION 3

APPENDIX

ONE

APPENDICES TO PLAN

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CONTACTS FOR THE ROWLAND HEIGHTS AREA

General Info Line (800) 339-6993 Community & Social Services		
BANKING		
COMERICA BANK (Reserved Exclusively for Disaster Recovery/Emergency Situations): Western Region: 800-639-4691 LAIF: (916) 653-3001		
L.A. COUNTY DEPT. OF PUBLIC WORKS -- Main No. (626) 458-5100		
General Info (800) 675-4357 (24-Hour Number) Call During Disaster and ask to be transferred to EOC	Building and Safety Main Office-Alhambra (626) 458-6387 Local Office-La Puente (626) 961-9611	Traffic and Lighting Street Light, Signals, or Signs (626) 300-4709
Road Maintenance (626) 458-3981	Tree Maintenance (626) 458-3981	Garbage & Rubbish Collection (800) 404-4487 or (626) 558-3520
Sidewalks, Curbs & Gutters (626) 458-3981	Sewer Maintenance (626) 300-3309	Traffic Controls (626) 300-1702
REGIONAL PLANNING DEPARTMENT		
Zoning Enforcement (213) 974-6483	General Zoning Info. (213) 974-6411 - Morning	
SHERIFF/FIRE DEPARTMENTS		
Diamond Bar/Walnut Station (626)913-1715 Industry Station (626) 330-3322	Fire Station 118 - 17056 Gale Ave. City of Industry, CA (626) 854-3488	Fire Station 145 - 1525 Nogales Street Rowland Heights, CA (626) 854-3486
MISCELLANEOUS		
Parks and Recreation - (213) 738-2951 Mountains Rec. & Conservation Auth. -- Animal Control Emergency (562)698-1446	Graffiti Hotline (800) 675-HELP or (800) 78CRIME	Community Development Commission (323) 890-7001
Community & Senior Services (213) 738-2600	City of La Habra Heights Planning Dept. (562) 694-6302X228	City of Industry Planning Dept. (626) 333-2211 X 107(Director)
City of Diamond Bar Community & Development Services Dept. (909) 839-7030	Los Angeles County Department of Public Health (LACO DPH) (213) 974-1234 County Operator	Dept. of Public Health Food and Drugs (213)580-5720
Dept. of Public Health Licensing and Certification: (213)974-1234 County Operator, ask for Duty Officer for Health Facilities, LA Office (323) 837-1005 Water Quality Testing-Special Services: Clinical Lab of San Bernardino: (909) 825-7693		
PUBLIC INFORMATION OFFICER/EMERGENCY CONTACT		
COUNTY OF LOS ANGELES (213) 974-1311	CITY OF INDUSTRY - (626) 333-2211 CITY OF WEST COVINA (626) 939-8401 CITY OF LA HABRA HEIGHTS (562) 694-8283	
STATE AND FEDERAL AGENCIES - EMERGENCY CONTACT NUMBERS		
SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT (AQMD) -- (909) 396-2000	State Water Resources Control Bd. Division of Drinking Water District 7 - Angeles District Kun Cheng (818) 551-2019 Shu-Fang Orr, Dist. Engineer (818) 551-2015	CALIFORNIA DEPARTMENT OF WATER RESOURCES (DWR) (916) 653-5791
U.S. ENVIRONMENTAL PROTECTION AGENCY (EPA) - REGION 9 Regional Receptionist - (415) 947-8021 Media Relations/Public Affairs - (415)947-8700	CALIF. EPA LOS ANGELES REGIONAL Water Quality Control Board Surface Water Division (213) 576-6609 Groundwater Division - (213) 576-6607	

LOCAL EMERGENCY RESPONSE NUMBERS

FIRE DEPARTMENT:

EMERGENCY **911**

City of Industry, Hacienda Heights, La Puente,
Phillips Ranch-Pomona, Rowland Heights and
Valinda

BUSINESS CALL ONLY (323) 881-2411

POLICE & SHERIFF:

EMERGENCY **911**

City of Industry, Hacienda Heights, La Habra Heights,
La Habra and Valinda

BUSINESS CALL ONLY (626) 913-1715 or
(909) 595-2264

Industry Sheriff (626) 330-3322

Walnut Sheriff (626) 913-1715
(909) 595-2264

POISONS AND PESTICIDES:

National Number **(800) 222-1222**

Poison Information Center (800) 582-3387

HOSPITALS:

St. Jude Medical Center
101 East Valencia Mesa Drive, Fullerton, CA (714) 871-3280

City of Hope National Medical Center
1500 East Duarte Road, Duarte, CA (626) 359-8111

Pomona Valley Medical Center
1798 N. Garey Ave., Pomona, CA (909) 865-9500

Queen of the Valley Hospital
1115 S. Sunset Ave., West Covina, CA (626) 962-4011

EMERGENCY PHONE CIRCUITS

OFFICE MAIN LINE (562) 697-1726

FAX LINE (562) 697-6149

PRIMARY RADIO SYSTEM:

Call Sign: WPMV643

Frequency: Repeater: 153.1325; Mobile Units: 158.3475

<i>Channel</i>	<i>Name</i>
1	Rowland Water District
2	Rowland Talk Around
3	Three Valleys MWD
4	Three Valleys MWD - Emergency
5	Weather

SECONDARY RADIO SYSTEM:

Call Sign: KNIB 303

Frequency 37.68

Please note for Repairs:

GTCA Segment #A02 (Alarm from 3021 S. Fullerton Rd. to 2625 Saleroso Dr.)

Billing #562-167-7399 rider on circuit number 05UHZA323625GTEW

GTCA Segment #101 (3021 S. Fullerton Road)

MOBILE PHONES:

Tom Coleman	(951) 751-7550
Allen Davidson	(714) 262-3428
Eric Hall	(562) 457-7067
Sean Henry	(909) 969-1256
Robert Leamy	(909) 964-5202
Dusty Moisio	(562) 277-2226
Rose Perea	(562) 371-5994
Crystal Rodriguez	(626) 893-7141
Dave Shubin	(562) 457-8118
Dan Warren	(626) 252-8576
Dave Warren	(310) 779-0368
Duty	(310) 480-3903
System Op. Duty	(562) 201-6762

TELEMETRY:

Voice Line for Telemetry Alarm System (RWD) (562) 697-0431

Voice Line for Telemetry Alarm System (Industry) (562) 691-6897

PM 22 (Circuit Numbers)

From PM 22 Meter to Nogales Vault

01TCNB100573 GTCA (2 wire, TX only)

From Nogales Vault to District Office

01TCNB100574 GTCA (4 wire, TX & RX)

Verizon Contact Nos.:

Telephone Line Repairs: (888)875-4144

Circuit Line Repairs: (800) 483-2000

Billing Issues: (800)483-5700

PHONE SYSTEM REPAIR LIST

ROWLAND WATER DISTRICT

3021 South Fullerton Road - Rowland Heights, CA 91748-0460

(562) 697-1726 (562) 697-6149 FAX

AVAILABLE PHONE LINES

Telephone Main Line: (562) 697-1726

Direct Lines:

Tom	(562) 690-7148	Dave S.	(562) 690-7145
Allen	(562) 690-7140	Eric	(562) 690-7146
Sean	(562) 690-7141	Rose	(562) 690-7147
Dave W.	(562) 690-7143	Robert	(562) 690-7151
Dusty	(562) 690-7150	Crystal	(562) 690-7149

Alarm Line (Voice Line for Telemetry Alarm System) RWD

(562) 697-0431

Alarm Line (Voice Line for Telemetry Alarm System) Industry

(562) 691-6897

Alarm from 3021 S. Fullerton Rd. to 2625 Saleroso Dr., La Puente

(562) 167-7399 Dave

Circuit ID: Rider on Circuit No. 05UHZA323625GTEW

PM22 Telemetry Line at S. Nogales, So. of Colima Rd., Rowland Heights, CA

(626) 199-7612

Circuit ID: 01TCNB100574GTCA

PM22 Telemetry Line from Brea Canyon Rd., Walnut to S. Nogales So. of

(909) 199-7582

Colima Road, Rowland Heights

Circuit ID: 01TCNB100573GTCA

CONTACTS FOR EMERGENCY PHONE REPAIRS

VERIZON Phone Line Repair

Business Services -- Voice, Equipment, Special Service Circuit:

(800) 483-2000

DSL (888) 649-9500; ISDN (800) 555-6635; Frame Relay (800) 303-7637

BILLING INQUIRIES: (800) 606-8855, Option 1

CONTACTS:

Monica Wong, Account Executive

(310)442-0189; Cell: (310)903-2969; Fax: (310)442-9346

monica.j.wong@verizon.com

Rebecca Bormann, Account Manager

(317)896-4078; Fax: (877)483-1151; Toll Free: (888)571-3971 Ext. 4078

Fax: (877) 483-1151 Rebecca.c.bormann@verizon.com

AT&T WIRELESS - Cell Phones:

For immediate connection to phone problems -- dial from cell phone

611

Customer Service (Have cell phone # available)

(800) 331-0500

Reference: Account #829053883

Cell Phone Numbers:

Tom	(951) 751-7550	Dusty	(562) 277-2226
Allen	(714) 262-3428	Eric	(562) 457-7067
Sean	(909) 969-1256	Dave S.	(562) 457-8118
Dave W.	(310) 779-0368	Maint. Duty	(310) 480-3903
		Pump Duty	(562) 201-6762

RADIO REPAIRS/DATA CIRCUIT REPAIRS

ADVANCED ELECTRONICS Radio Repair

(310) 752-0410

Contact: John Poat -- Cell: (310) 970-2395; Fax: (310) 643-8167; jpoat@advancedelectronics.com

RADIO CIRCUITS:

Primary Radio System: See Previous Page "Emergency Phone Circuits"

Secondary Radio System: See Previous Page "Emergency Phone Circuits"

ROWLAND WATER DISTRICT EMPLOYEE ADDRESS LIST

OFFICE PERSONNEL

NAME		POSITION	SPOUSE	ADDRESS	Telephone
CLARK	Josh	Customer Service Rep. I	Janet	11668 Pickering Way El Monte, CA 91732	(626) 226-6598
COLEMAN	Tom	General Manager	Crystal	3562 Broken Twig Drive Norco, CA 92860	(951) 751-7550
DE LA CRUZ	Norma	Customer Service Rep. 1-Part-time	Aaron	5440 Iowa Court Chino, CA 91710	(951) 990-4940
HENRY	Sean	Finance Officer	Heidi	1972 Yorba Drive Pomona, CA 91768	(909) 629-1167 (909) 969-1256
PEREA	Rosemarie	Director of Administrative Services	Art	881 Decatur Circle Claremont, CA 91711	(909) 624-4103
RODRIGUEZ	Crystal	Customer Service Supervisor		20593 Vejar Road Walnut, CA 91789	(909) 706-2066
RYAN	Teresa	Customer Service Rep. 1	Tyson	4367 Wintress Drive Chino, CA 91710	(909) 635-5066
VAN DE CAR	Brittnie	Public Affairs Representative		4306 Rushmore Ct. Chino, CA 91710	(909) 238-1879

Continued on next page . . .

ROWLAND WATER DISTRICT EMPLOYEE ADDRESS LIST

FIELD PERSONNEL

NAME		POSITION	SPOUSE	ADDRESS	Telephone
ALGORRI	Ray	Meter Reader I	Margie	736 E. Newburgh St. Glendora, CA 91740	(626) 733-1042
ANTUNEZ	Andrew	Maintenance I	Gisselle	382 N. Cambridge Street Orange, CA 92866	(714) 788-2152
ASPEITIA	Marcos	Water Systems Operator II		464 N. Villa Verde Montebello, CA 90640	(626) 278-3434
DAVIDSON	Allen	Field Operations Supervisor	Summer	825 Tamarack Brea, CA 92821	(714) 262-3428
HALL	Eric	Operations Superintendent	Janell	867 S. Caballo Avenue Glendora, CA 91740	(626) 914-9931
JACOBSEN	John	Maintenance II		527 East Bennett Ave. Glendora, CA 91741	(714) 473-7258
LEAMY	Robert	Sr. Water Systems Operator	Cindy	1234 Nashport Street La Verne, CA 91750	(909) 964-5202
MILLER	Dave	Water Systems Operator II		5028 Hancock Street Chino, CA 91710	(909) 927-7444
MOISIO	Dusty	Water Systems Supervisor	Crystal	6915 Warm Springs Ave. La Verne, CA 91750	(909) 541-5851
REAL	Omar	General Services Worker	Rosie	292 S. Sandalwood La Puente, CA 91744	(626) 465-8165
REYNOSO	Chris	Maintenance II	Liz	2 Black Oak Drive Pomona, CA 91766	(562) 310-0009
SHUBIN	Dave	Distribution Superintendent		2621 Norsewood Drive Rowland Heights, CA 91748	(626) 964-5091
VASQUEZ	Jonathan	Meter Reader I	Monica	2374 Amanda St., #A West Covina, CA 91792	(626) 488-4769
WARREN	Dan	Maintenance Crew Leader	Addy	325 Sentous Avenue West Covina, CA 91792	(626) 252-8576
WARREN	Dave	Director of Operations		13285 Sunny Slope Dr. Chino Hills, CA 91709	(909) 591-4714
WHITE	Ryan	Water Systems Operator I	Monique	1246 N. Citrus Ae., Apt Covina, CA 91722	(951) 310-1149

SERVICE TELEPHONE **NUMBERS**

(Used by Rowland Water District Staff)

Name	Phone Number	Service
	A	
AAA	(909) 444-0299	Diamond Bar Location
Action Trophy La Habra	(562) 691-3321	Trophies/Awards/Resolution Framing
ACWA/JPIA	(916) 441-4545 (800) 535-7500	Member Services
ACWA/JPIA	(800) 231-5742	General Services/Claims (Cece Wuchter, Claims Adjuster)
"	(916) 535-7500	District Services
ACWA/JPIA	(800) 736-2292	Medical Benefits Information (Barbara Duggan or Carol Castro)
ACWA/JPIA Video Library	(800) 535-7899 Ext. 3121 OR (916) 965-1515	Request Videos on loan (Jodie Murphy)
ADT Security Services	(800) 274-3344 (Alarm Problem)	System Reference Nos. #H02-044-9682/Office #833-487/Shop (Warehouse)
Terry McConchie, Customer Service Rep.	(714) 223-2320	
Anthem Blue Cross	(800) 777-6000	General Medical Coverage Information
AT&T Conference Calls	(800) 232-1234	To reserve a specific time to set up a conference call
AT&T Wireless	(818) 237-0750	Karyn Tran
Agricultural Commission (L.A. County)	(626) 575-5462	Squirrel bait
Animal Control	(626) 962-3577	To pick up stray pets

Antimite Exterminators	(626) 331-8284	Pest Exterminators (Customer #20732)
American Water Works Assn. (AWWA) (Member 34571)	(800) 926-7337 (303) 794-7711	Contact Bookstore to order coloring books with our logo -- order quantity of 1001 for lesser price. 25% advance payment required.
Associated Personnel Services	(714) 680-8711	Temp Staffing
Awards by Rubi	(714) 528-9079	(Plaques, etc. -- Mark's Uncle)
AWWA -- CA-NV Section (Rancho Cucamonga)	(909) 481-7200 (909) 481-4688 FAX	Group Member #34571
AAA	(909) 444-0299 (800) 579-0950	2843 S. Diamond Bar Blvd., Diamond Bar
	B	
Badger Meter Contact: Lisa Lozano	(414) 371-7244	
BEST BEST & KRIEGER	(213) 617-7496	300 S. Grand Ave., Ste. 2500 Los Angeles, CA 90071
Birtle, C.T.	(909) 592-4886	Cabinet Maker
Blue Cross (Anthem)	(800) 777-6000	General Medical Coverage Information
Boomerang	(909) 594-2583 (909) 594-8630	Copy Services
BYRNE, JOE (Legal Counsel) BEST BEST & KRIEGER	(213) 617-7496 Cell: (323) 229-3628	300 S. Grand Ave., Ste.
	C	
CAL PERS	(909) 806-4800	San Bernardino Location
CAL PERS	(916) 326-3420	Sacramento Location
California Living (Jimmy Crowder)	(562) 690-8886	Office Plant Service
Caselle Contact: Dave Peterson On Ext. 5039	(800) 243-8275	Accounting Software Programmer
Charles G. Hardy, Inc.	(310) 634-6560	Ceiling Tiles for Office
Chicago Title Insurance Contact: Chris Braid	(800) 880-9117 (800) 403-1217	Questions regarding recorded easements etc.
Civiltec Engineering	(626) 357-0588	Consulting Engineers- Terry Kerger/Dave Byrum
Comerica Bank -Ana Rubalcaba	(562) 463-6531	District Account

	D	
Department of Public Health (California)	(213) 580-5723	Drinking Water Field Operations Ms. Shu-Fang Orr, Dist. Engineer
Department of Motor Vehicles	(800) 777-0133	DMV Business/All Offices
Duke's Landscaping (Jonathan Lee)	(626) 812-4524	Landscape Maintenance
	E	
Employee Assistance Program	(800) 999-7222	Employee "Assistance"
Employer's Info Source	(800) 331-6770	Pre-Employment Background Checks
EMP America	(800) 326-0171	Order CPR Barriers/gloves
Enterprise Rent-A-Car Rowland Heights	(626) 965-5551	Car Rental Refer to Acct. #CG2245 (last known account #)
	F	
Faustino's Chair Factory (Contact: Alex)	(323) 724-8055	NOTE: Executive office chairs purchased through National Business Furniture
Federal Express	(800) 654-0920	Acct. #1218-2352-7
FLAG (United States) Order from Congressman Gary Miller's office	(714) 257-1142	5 X 8 Nylon U.S. Flag -- request to be flown over State Capitol Order on line @ www.house.gov/garymiller (click on purchase flags)
FLAG (California) Order from Hortie-Van Contact: Harry or Barbara	(626) 577-1776	5 X 8 Nylon Outdoor California Bear Flag
Flower Wagon	(626) 912-1882	Flower Shop
Flower Mart	(626) 912-5588	Flower Shop
Fire Department Dispatcher	(626) 444-2581 or 911	

	G	
Gardner Communications Group (Pam Gardner)	(909) 482-1660	Public Relations
Gennusa Construction (Bill Gennusa)	(949) 645-4446	General Contractor
Graffiti Removal Hotline	(800) 675-4357	Graffiti Removal
Graziano's Italian Restaurant	(626) 964-6210	Banquet & Take out food
Gate Repair: Roger	(714) 533-1775	

	H	
Hacienda Village Meats	(626) 330-555	Meat & Cheese Platter
Health Services – Sacramento	(916) 323-2969	Operator Certification Program
Health Services(Department of Public Health) – Drinking Water Field Operations Branch	(213) 580-5723	
Highway Patrol	(562) 868-0503	Santa Fe Springs Location
Highroad Information Technology-Mike Parra	(949) 417-5734	I.T. Service
	I	
Ice Maker in Warehouse Repairs	(800) 886-6697	Tommy's Refrigeration
Ikon	(888) 456-6457	Ricoh Copier Repair Customer ID#F023Z Model #AP 3800
Imaging Network Solutions (formerly McGarry Central Office Products)	(562) 691-3222	IBM Typewriter Repair
Impact Signs	(626) 913-1104	
	J	
JPIA (Monica)	(800)231-5742/(916)965-1515	Work-related Injuries
JPIA Video Library	(800) 231-5742	Contact: Jody Murphy
J.P. Patti, Inc. Contact: Jim, Dorothy, Debbie	(562) 777-8515 or (877) 210-0600	Printer Ribbons/toners for printers

Jack's Lock & Key	(626) 964-5327	Key duplications
Janitor Systems – Carl Goodman or Magda	(562) 804-7575	Janitorial Services
	K	
Kinko's Copy Center	(626) 810-4140	Copy Center
	L	
L.A. County Parks & Recreation	(800) 404-5888	Reservations for Pathfinder Park Picnic Area
Lewis Engraving (Lance Lewis)	(626) 967-1234	Name Badges (White & Blue)
Liebert-Cassidy-Whitmore	(310) 981-2072	
Lillestrand & Assoc. (Loren)	(714) 381-0792	
Lincoln Financial Advisors Contact: Mike Lockwood	(800) 522-3812	Deferred Comp Program
Loomis Fargo & Co.	(909) 947-9797	Armored Transport for deposits

Los Angeles County Agricultural Commission – Weights & Measures Contact: Carmen	(626) 575-5471	Squirrel/gopher problems; Diphacinone Squirrel Bait
Los Angeles County Public Works	(626) 458-5100	Location: Alhambra, CA
Los Angeles County Recorder	(562) 462-2125	Document Recording
Los Angeles County Registrar- Recorder Contact: Alice Rivers	(562) 462-2632	Election Information
Los Angeles County Sheriff	(909) 595-2264	Location: Walnut
Los Angeles County Sheriff	(626) 330-3322	Location: Industry
Los Angeles Fire Dispatcher	(626) 444-2581	Fire Department
Lybrand, John	(909) 597-0042	Christmas Window Painter
	M	
M's Flowers Contact: Ann Morishita	(562) 694-6040	Florist for Employee Recognition Dinners

Macklin Hay (changed name to Country Custom Corrals)	(800) 583-8005	Order hay/straw for parade float
McGary Assoc. (George McGary)	(562)441-7219	IBM Typewriter Repair
Metropolitan Water District	(213) 217-6000	Main Phone No.
Mobile Phone Nos. (RWD)		
Tom Coleman	(951) 751-7550	
Allen Davidson	(714) 262-3428	
Eric Hall	(562) 457-7067	
Robert Leamy	(909) 964-5202	
Dusty Moisio	(562) 277-2226	
Eric Hall	(562) 457-7067	
Dusty Moisio	(562) 277-2226	
Rose Perea	(562) 371-5994	
Crystal Rodriguez	(626) 893-7141	
Dave Shubin	(562) 457-8118	
Dan Warren	(626) 252-8576	
Dave Warren	(310) 779-0368	
Duty	(310) 480-3903	
Pump Duty	(562) 201-6762	
MSP Architects Contact: Edgar Paz	(562) 427-5007 (562) 427-3007 FAX	Administration Office Architect
Myron Mfg. (Archie)	(877) 658-4650 X4490	Pocket Calendars
	N	
National Business Furniture (Stan Astrinakas)	(213 365-1100 X3983	Office Furniture Needs
National Demographics Contact: Florence Adams	(909) 624-1442	Demographics—District Boundaries (Every 10 years)
National Theatre for Children Contact: E. Ward Eames	(763) 452-1100	Water Conservation Program for area Elementary Schools
Nobel Systems Contact: Michael Samuel	(909) 890-5611	
	O	
Office Depot	(800) 685-8800	Office Supplies Refer to our Account #6011-5661-8361-4803 Customer ID #11776523
One Touch Office Technology (OTOT)—Both Copiers	(310) 320-6868	Ricoh Copier Repairs Ricoh 2—Sandra or John ID #000321; Model 3500 MPC;

	P	
PBS&J (Karen Keese)	(858) 874-1810	Water Rate Studies
Pelizon Plumbing, Inc.	(626) 331-0701	Plumbing Services
Photographer-Touch Wedding Studio	(626) 810-7688	Employee Photos
Pitney Bowes	(800) 243-7824	Supplies/Parts Service Ref: Electronic Postage Meter Model #F8M0 – Serial #0040316
Pocket Calendars	(877) 658-4650 X4490	Myron Mfg.(Archie)
Post Office	(626) 855-6515/(800) 275-8777	General Postal Information
Premier Access-DENTAL	(888) 715-0760	Member Services-Group 4694-1
Contact: Karen Hadley or	(760) 931-0550	
Scott Pieratt	(909) 445-0414	
Printer Terminal Services	(626) 444-8881	Printer Repairs
Contact: Bob Garcia		
Professional Answering Service	(800) 563-3717 Fax: (909)875-2682	Contact: Paul Alvarado or Shelley, Supervisor
Proforma Quality Printing	(626) 969-3997	Forms/Printing Services
Contact: Mercedes or Cathy	(626) 969-3725 FAX	
	Q	
Queen of the Valley Hospital (Citrus Valley Medical Center)	(626) 962-4011	Hospital Location: West Covina
	R	
R.K. Trophies & Awards	(626) 965-4307	Plaques, nameplates etc.
Contact: Honesta		
Recall Shredding	(866) 732-2556	To Schedule recycled bin pickups (every 12 weeks) Acct. # 3051001313
Contact: Customer Care Dept.		
Robinson Florist	(626) 961-0263	Florist Location: Hacienda Heights
Ron-Alicia Florist	(626) 912-2076	Florist Location: Rowland Heights
Rouse Co. Flooring	(310) 764-4695	Contact: Scott Rouse-Carpeting
Rowland Heights Library	(626) 912-5438	Public Library

Rowland Window & Door	(626) 965-2513	
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	S	
San Gabriel Valley Tribune Contact: Courtney Reyes-Ext. 2457/Legals Dept.	(626) 854-8700 (626) 856-2750 FAX (Courtney)	Publish Notices
Secure Site Solutions	(714) 780-8547	Mike Cowell (cell 714/458-8547)
Security Fire Protection	(626) 964-7099	Fire Extinguishers
Sheriff's Department	(626) 330-3322	Location: Industry
Sheriff's Department	(909) 595-2264	Location: Walnut
Sign Depot Contact: Ben Escarcega	(626) 965-0380 (909) 598-5891	Special Order Signs
St. Jude Occupational Health Services	(714) 449-6200	Employee work related injuries; DMV Physicals
Staples	(800) 793-3320	Office Supplies Re: Account #4001147596 Charge Account #7972-3200- 0002-1833
Surplus Toner Buyer	(866) 838-6637/(916)851-3609	
	T	
Touch Wedding Studio	(626) 810-7688	Photographer-Employee Photos
Town Center Travel	(909) 861-2606	Plane Reservations or make reservations online
Thermalair Contact: Barry Doyle, Supervisor X218 (with problems) Repair Contact: Paul	(714) 630-3200	Air Conditioning Repairs and Filters
Tommy's Refrigeration	(800) 886-6697	Ice Maker in Warehouse
Trained for Life Contact: Brian Dingle/Instructor	(800)580-0277 (661) 301-7079 (cell) (661) 587-6644 FAX	CPR/First Aid Training (Every two years)
TULSA RIB COMPANY (Liz)	(714) 538-7211	

	U	
UPS	(800) 742-5877	Package pickup -can also order a pickup on line and print your label

	V	
Vallen Safety Supply Co. Contact: Customer Service	(562) 946-0076	Bulk Pack of 300 Sun Sense Towelette #15 Re: Acct. #6653201 Product #122001
Verizon For Phone Repairs	(888) 875-4144	Phone Repairs Re: Our Acct. #01-2861-1273343220 03 Or refer to our phone number
Verizon Contact: Rudy Soliz Account Executive	(562) 904-7976 (Business) (310) 310-0277 (Cell)	For Assistance with programming problems & other phone related problems
Verizon Contact: Monica Wong, Account Executive	(310) 442-0189 Cell: (310) 903-2969 Fax: (310) 442-9346	Account Manager: Rebecca Bormann (888)571-3971 X4078; Fax: (877)483-1151
	W	
WSP Corporate Benefits – Scott Pieratt, President	(909) 445-0414	Corporate Benefits and Insurance Services
Warren Graphics Contact: Dan & Geri Warren	(909) 947-6604 (909) 947-6618 FAX	Printing Services
Window Painting (Joelle Krause)	(949) 579-0676	
	X	
	Y	
	Z	
Zee Medical Contact: Tina Lopez, Account Representative	(562) 695-1711	Medical Supplies

Southern California Edison Account Information

For Rowland Water District

24-hr. Customer Service: 1 (800) 990-7788
 Customer Account Number: 2-04-221-8859
 Account
 Executive: Craig Stehsel

Emergency Grid Turn On
During Rolling Blackouts: (800) 286-1723

Service Accounts: By Rotating Outage Group.			Rotating Outage	
<u>Site</u>	<u>Service Address</u>	<u>Service Account</u>	<u>Group</u>	<u>Rate Schedule</u>
Sentous	19298 LA PUENTE RD W COVINA CA	3-003-6945-35	A010	GS-1
Well 1	850 KEARN CREEK INDUSTRY CA	3-021-3790-12	A010	PA-2
Res. 6	2024 TOMICH RD LA PUENTE CA	3-003-6400-81	A052	TOU-PA-5
Res. 4 & 9	2505 ARTIGAS DR ROWL HTS CA	3-030-9375-56	N001	TOU-PA-A
Cuatro	2366 CUATRO DR ROWL HTS CA	3-003-3947-30	N001	TOU-PA-B
Res. 1, 5 & 11	3021 FULLERTON RD ROWL HTS CA	3-000-5861-59	N001	TOU-PA-5
Res. 10	4000 S HARBOR ROWL HTS CA	3-001-9067-11	N001	PA-2
RWD Office	3021 FULLERTON RD ROWL HTS CA	3-002-5473-79	N001	GS-2
Res. 8	2633 SALEROSO DR PED ROWL HTS CA	3-003-6861-50	N001	GS-1
Res. 3 & 13	3062 BLANDFORD DR PED ROWL HTS CA	3-003-6861-52	N001	GS-1
Res. 12	3600 ASHBOURNE ROWL HTS CA	3-005-1322-24	N001	PA-2
Res. 14/Zone 6	18724 VANTAGE POINTE ROWL HTS CA	3-009-6524-37	N001	TOU-PA-5
PM 22	1725 NOGALES ST PED ROWL HTS CA	3-002-0922-71	N001	GS-1
Res. 7	AZUSA/GLENFOLD HACNDAHT CA	3-001-4437-48	N001	GS-1
Res. 2 & 16	PATHFINDER/PASEOREAL ROWL HTS CA	3-003-3949-44	R003	TOU-PA-5
Res. 15	1 CARLTON ROWL HTS CA	3-011-9277-64	R003	GS-1
Joint Line	21889 BUCKSKIN DR WALNUT CA	3-001-7359-05	X999	GS-1

Revised 2009

**ROWLAND WATER DISTRICT
EMERGENCY CONNECTIONS
TO OTHER WATER AGENCIES**

<i>FROM - TO</i>	<i>SIZE</i>	<i>CAPACITY</i>	<i>CONNECTION</i>
WVWD (155 PSI)-RWD (95 PSI)	8"	2200 GPM	Railroad and Nogales
On Nogales Street 185' North of SCE Driveway (Across the street from 1015 Nogales Street)			
RWD (130 PSI)-WVWD (120 PSI)	4"	300 GPM	2256 Bolanos
Across the Street from 2251 Bolanos Avenue			
RWD (90 PSI)-WVWD (70 PSI)	6"	1350 GPM	Pathfinder Road
55' East of Driveway for 19351 Pathfinder Road			
SWS (95 PSI)-RWD (90 PSI)	10"	3861 GPM	La Puente and Nogales
On Nogales Street 75' North of Driveway by Tennis Courts at Nogales High School (401 Nogales Street)			
RWD (110 PSI)-SWS (63 PSI)	6"	1350 GPM	Hambledon and Hurley
On Hambledon Avenue (West side) West of 17704 Hurley Street			
RWD (103 PSI)-SWS (40 PSI)	6"	1000 GPM	Fieldgate and Wedgeworth
On wedgeworth Drive (South Side) North side of the property at 1628 Fieldgate Avenue			
RWD (130 PSI)-SWS (65 PSI)	8"	2000 GPM	Fieldgate and Gale
On Gale Avenue 24' West of the Fire Hydrant at 16400 Gale Avenue (under power lines)			
SWS (135 PSI)-RWD (120 PSI)	8"	3500 GPM	Circle Hill
30' East of Driveway for 16526 Circle Hill			
RWD (113 PSI)-LPVCWD (104 PSI)	8"	1800 GPM	Azusa Way and Hurley
On Azusa Way (West Side) 70' North of the Fire Hydrant on the North/West Corner of Azusa Way & Hurley			
SWS (PSI)-RWD (PSI)	"	GPM	La Puente and Julliette
(Inactive- Info to be Determined)			
On La Puente in the Horse Trail Just West of Julliette			
RWD	ROWLAND WATER DISTRICT		
WVWD	WALNUT VALLEY WATER DISTRICT		
SWS	SUBURBAN WATER SYSTEMS		
LPVCWD	LA PUENTE VALLEY COUNTY WATER DISTRICT		

EMERGENCY SUPPLY NUMBERS

WATER QUALITY TESTING:

1. CLINICAL LAB OF SAN BERNARDINO
P. O. Box 329
San Bernardino, CA 92402

Telephone Number: (909) 825-7693
Fax Number: (909) 825-7696

2. WECK LABORATORIES, INC.
14859 E. Clark Street
City of Industry, CA 91744

Telephone Number: (626) 336-2139
Fax Number: (626) 336-2634

PIPE LINE SUPPLIES: (Materials)

1. D'ANGELO CO. **Dennis Derry - Direct** **PRIMARY**
601 South Harbor Blvd. (714) 231-8821
La Habra, CA 90631 Business: (562) 690-1000
1-800-499-1136 – **Emergency After Hours**
(562) 497-0122 - Emergency After Hours
Fax: (562) 690-3700 (Sales)
Fax: (562) 690-2646 (Accounting)
2. WESTERN WATER WORKS 1-800-834-2666
5671 Gates Street Alt: (909) 591-5000
Chino, CA 91710 Fax: (909) 591-5300
24-Hr Emergency:
(909) 591-5000
3. FAMILIAN PIPE & SUPPLY (626) 686-0158
17721 E. Railroad
City of Industry, CA
4. INLAND WATER WORKS (800) 794-3121
2468 Miramonte Dr. (909) 883-8941; Fax (909) 881-4041
San Bernardino, CA 92405
Lanny Lowman **Cell:** (909) 721-4339
Home: (909) 877-0436

EQUIPMENT RENTALS:

1. J & J RENTALS (800) 654-4285
13628 E. Valley Blvd. (626) 961-3511
City of Industry, CA
2. BEJAC CORP. (714) 528-6224
599 S. Van Buren Street
Placentia, CA 92670

THEY CAN DELIVER EQUIPMENT

3. WE-DO EQUIPMENT (951) 808-9167
299 E. Harrison Fax: (951) 808-9171
Corona, CA 92879
George Cobb **Cell: (951) 634-6990**

HOSES AND ASSEMBLIES:

1. PIRTEK Commerce (323) 724-6737
5430 East Olympic Boulevard Fax: (323) 724-6739
Commerce, CA 90022
John Zeising, General Manager **Mobile: (323) 216-6851**

SPECIAL SERVICES:

1. HAZARDOUS WASTE REMOVAL

California Clean-up (562) 946-2615 **PRIMARY**
Tim Samarah (562) 588-4027
Hazardous Waste Removal

GI Pumping (562) 947-8088
Gary -Pager (310) 588-4028
Waste Oil Pickup

2. WELDER/CONTRACTOR

Nelson Construction, Inc. (909) 454-9353
3410 La Sierra Unit F-353 e-mail: scooter1169@aol.com
Riverside, CA 92503
Contact: Scott Nelson
Welding

3. BARRICADES, DELINEATORS AND SIGNS

HI WAY SAFETY (909) 591-1718
13310 Fifth Street
Chino, CA 91710

4. SAND, GRAVEL AND CONCRETE

PUENTE READY MIX (626) 968-0711
Note:
Ask for "Dispatch" for Cement
Ask for "Steve" for Sand & Base

5. SHORING AND TRENCH PLATES

TRENCH PLATE RENTAL CO. (800) 821-4478 (24-Hour) **PRIMARY**
Dana Thompson
13217 Laureldale Ave. (213) 602-1642
Downey, CA 90242

8918 Norris Avenue (818) 504-2175
Sun Valley, CA 9152

TRENCH SHORING (800) 457-4646

6. **PIPELINE CONTRACTORS**

McKINNEY CONST. (909) 350-2929
Mike McKinney Mobile: (909) 315-8451

DOTY BROS. (562) 345-1440
11232 E. Firestone Blvd. **Mike Clark Mobile: (562) 572-2570**
Norwalk, CA 90650
Business Fax: (562) 864-6052

W. A. RASIC CONSTRUCTION Bus. (562) 928-6111
7314 Scout Avenue Fax (562) 928-7339
Bell Garden, CA 90201 **David Lee, Genl. Mgr., Cell No.: (310)864-0417**

I.F.T. HOT TAP, LINE STOP (909) 926-4849

7. **PAVING AND RESURFACING**

SAGER CONST. (909) 620-9987
Fax: (909) 620-5288

Emergency Contacts:	<u>Pager</u>	<u>Home</u>	<u>Cell</u>
Gary Sager			(951) 966-0600
Michael Sager	(909)249-0913		(951) 532-3240
Lupe Florez	(909)249-0915	(951) 325-2850	(951) 232-4954
Jose Vega	(909)249-0914		(951) 232-7935
Rosalio Barragan		(909) 625-3127	(951) 232-4832
Gerrardo Arreguin		(909) 820-0343	(951) 455-8863
Albert Guerrero		(909) 673-9031	(909) 455-8654
Carlos Alvarez			(909) 917-9052

8. **ELECTRICIANS**

A & B Electric (Telemetry Installation and Repair)
248 Loranne Ave.
Pomona, CA 91767-5789
Bus: (909) 865-5886; Bus. Fax: (909) 865-7929
Scott (is taking over for his Dad, Wayne)
Wayne – Owner
Robert (Bob) Grosland does most of our pump house work.

PRIMARY

Industrial Construction & Electric
Bus: (714) 870-6360
Randy - Owner / Wayne - Field Electrician
Larry - Pump house electrician

9. **FUELS & OILS**

Gas, Diesel & Oils

General Petroleum

George Hopwood

Bus: (310) 356-2626

PRIMARY

10. **PUMPS -- PUMP REPAIR:**

GENERAL PUMP CO.

159 North Acacia St.

San Dimas, CA

Bus.: (909) 599-9606;

Fax: (909) 599-6238

Contact: Michael Bodart

Cell: (909) 721-2554

LAYNE CHRISTENSEN

Dennis Skinner

11001 Etiwanda Avenue

Fontana, CA 92337

Bus: (909) 390-2833

Fax: (909) 390-6097

PUMPS - ELECTRIC MOTOR REPAIR:

Delta Motor Co., Inc.

2492 Brayton Ave.

Signal Hill, CA 90806-3508

Bus: (800) 462-3358

PRIMARY

R. A. Reed Electric

Ed Kramer

5503 S. Boyle Ave.

Los Angeles, CA 90058

Bus: (213) 587-2284

Bus: (818) 442-1370

Bus Fax: (213) 587-2128

PUMPS -WAUKESHA SERVICE - (Waukesha is a F554G):

Stewart & Stevenson Power, Inc.

647 East Young Street

Santa Ana, CA 92705

Bus: (800) 782-6279

Bus Fax: (714) 540-0331

11. **EMERGENCY GENERATOR REPAIR**

Cummins Cal Pacific, Inc.

1105 S. Greenwood Avenue

Montebello, CA 90640

Bus: (323) 869-7402

Callback: (323) 889-7468

Business Fax: (323) 889-7454

12. **RESERVOIRS**

Harper & Associates Engineering, Inc.

PRIMARY

15400 Ranchito Drive

Lake Mathews (Perris), CA 92570

Bus. (909) 780-9055; Fax: (909) 780-2315

Dive / Corr, Inc.

Dan Gross

P.O. Box 30427

Long Beach, CA 90853 Business: (562) 439-8287

13. **CATHODIC PROTECTION MAINTENANCE**

Farwest Corrosion Control Company

PRIMARY

Steve Sosa

1480 W. Artesia Boulevard

Gardena, CA 90248

Bus: (310) 532-9524

Fax: (310) 532-3934

Steve's Cell: (310) 420-5775

CORPRO Companies, Inc.

Donald M. Waters, P.E. (dwaters@corpro.com)

7290 Engineer Road, Suite H

Dan Diego, CA 92111

Bus: (858) 565-6580 X105 Bus. Fax: (858) 569-1743

14. **BUILDING CONTRACTORS**

Norm Wilson and Sons, Inc.

GENERAL CONTRACTOR

Randy Labrum

(Administration Building)

8125 Somerset Boulevard

Paramount, CA 90723

Business: (562) 634-7933

Fax: (562) 634-6545

Email: randy@normwilsonandsons.com

15. **TIRES**
Daniels Tire Service
11850 E. Slauson Ave.
Sante Fe Springs, CA 90670
Phone. (562) 698-9401
Fax. (562) 698-1812
- La Puente Tire**
18121 Valley Boulevard
La Puente, CA
Phone: (626) 961-2602
16. **TREE REMOVAL**
Top Notch Tree and Landscape (Derrick Booth)
19528 Ventura Blvd., PMB 500
Tarzana, CA 91356
Bus.: (626) 913-8557 Bus.Fax: (626) 854-7874
Derrick Cell: (626) 945-3945
17. **CO₂**
Prax Air
(800) 621-7100
Reference Tank No. 5658223
18. **FENCING**
La Habra Fence Co., Inc.
Jim Parr Cell: (714) 928-5950
541 S. Harbor Boulevard
La Habra, CA 90631
Bus.: (562) 697-4216
Bus. Fax: (714) 526-2199
- Stump Fence (Tim Williams)**
400 W. Foothill Boulevard
Glendora, CA 91741
Bus.: (626) 963-6720
Bus. 2: (888) 90-FENCE
Bus. Fax: (626) 963-6730
stump.fence@verizon.net

18. EMERGENCY CONNECTIONS TO OTHER WATER AGENCIES

La Puente Valley County Water District

112 North First Street
La Puente, CA 91744
Wendell Wall

Bus.: (626) 330-2126
Cell: (626) 890-0797
Cell: (626) 890-0923

Greg Galindo- General Manager

Suburban Water Systems

1211 E. Center Court Dr.
Covina, CA 91724

Operations Dispatch:

Business Hours: (626) 543-2661
After Hours: (562) 464-1843

Water Quality Assistance:

Koby Cohen (626) 543-2551

District Manager:

Don King (626) 543-2543

Business: (626) 966-2090 Business Fax: (626) 331-4848

Walnut Valley Water District

271 S. Brea Canyon Rd.
Walnut, CA 91789

Bus: (909) 595-1268 Bus Fax: (909) 594-9532

Tom Monk

Home: (909) 839-0430

Erik Hitchman, Assist. Gen. Mgr.

Cell: (909) 702-4511

Mike Holmes, General Manager

Cell: (909) 831-4868

MWD FLOW CHANGES

(Revised Thursday, December 01, 2011)

Please give at least 6 Hrs. notice for all flow changes. (Unless in an emergency)

PM-22, PM-9: MWD

24Hrs./Day - 7 Days/Week

(323) 681-4010

Joint Water Line (PM-15) WVWD

24Hrs./Day - 7 Days/Week

(909) 210-6655

This is the cell number for the Walnut Production Duty Operator.

In the event you cannot get in touch with an operator call, the District after hours number (909-595-1917) and leave a voice mail.

If you are unable to contact a pumper per the normal procedures, the following persons can be contacted at home or cell : **All numbers are confidential.**

	Home	Cell
Tom Monk - Production & Storage Coordinator	(909) 839-0430	(909) 821-3749
Joe Yerski - Production	(909) 598-3227	(909) 762-2483
Tom Hunt - Production	(909) 606-4735	(951) 836-2320
Steve Spencer - Production	(909) 624-3022	(909) 450-1441
Lito Garcia - Production	(626) 969-9848	(626) 383-3354
Bob Yamaguchi - Production	(909) 606-4735	(951) 809-9905

As a practical matter, WVWD has requested that all flow change requests be made during normal working hours. They also ask that every effort be made to request flow changes first thing in the morning which will greatly assist in coordinating flow changes.

**THREE VALLEYS
MUNICIPAL WATER DISTRICT**

MEMBER AGENCY

MUTUAL AID DIRECTORY

CONFIDENTIAL DOCUMENT

EMERGENCY DIRECTORY (CONFIDENTIAL)

Revised April 11, 2016

(TVMWVD Emergency radio frequency: 153.2150RX / 159.6000TX kHz with DPL 131, 12.5 kHz)

Agency/Address	Name/Title	Phone Numbers	Email	Emergency Radi
BOY SCOUTS Firestone Reservation 19005 Tonner Canyon Rd. Brea, CA 92621	① Matthew Halsig Ranger/Property Manager Boy Scouts Firestone Reservation P.O. Box 727 Brea, CA 92621	Work: 714-529-3022 Fax: 714-529-3015 Cell: 714-397-2941	mwhalsig@gmail.com	NO
	② Boy Scouts of America 2333 Scout Way Los Angeles, CA 90026	Work: 213-413-4400 ext 344 Fax: 213-353-0379		
CAL POLY UNIV POMONA 3801 West Temple Ave. Pomona, CA 91768-4020	① Javier Arreguin Mgr, Water Operations	Work: 909-869-5189 Cell: 909-524-9237	jarreguin@cpp.edu	NO
	② George Lwin Manager of Energy & Utilities	Work: 909-869-3034 Cell: 909-455-8846	galwin@cpp.edu	
	③ Joseph D. Phillipy Shift Operator	Work: 909-869-5189 Cell: 909-706-5643	jdphillipv@cpp.edu	
	④ Customer Service Center (8-5 M-F)	909-869-3030	fmcustomer@cpp.edu	
	⑤ Cal Poly University Police (24 hr dispatch)	909-869-3070		
COVINA IRRIGATING 146 E. College St. Covina, CA 91723-0306 Tele: 626-332-1502 Fax: 626-967-5942	① David De Jesus	Work: 626-332-1502 Cell: 213-446-8730 Home: 909-595-8189		YES
	② Steve Sherman Plant Superintendent	Work: 626-332-1502 Cell: 626-255-1784 Pager: 626-301-7225 Home: 909-591-0324	cic@cich2o.com	
	③ Matthew Kuns Plant Operator	Work: 626-332-1502 Cell: 626-255-1783	cic@cich2o.com	

COVINA WATER DEPT
 534 North Barranca Ave.
 Covina, CA 91723
 Tele: 626-384-5230
 Fax: 626-384-5227

1	Siobhan Foster Director	Pager: Home:	626-301-6775 626-974-6549	sfoster@covinaca.gov	YES
2	Paul Hertz Public Works Superintendent	Work: Cell: Home:	626-384-5215 951-453-8808 626-384-5219 626-705-4118 323-999-7786	phertz@covinaca.gov	
3	Dean Dospital Water Services Supervisor	Work: Cell: Home:	626-384-5235 626-712-3803 626-334-3062	ddospital@covinaca.gov	
4	Oscar Luque Water Pump Operator	Work: Cell: Home:	626-384-5233 626-705-6300 626-289-7345	oluque@covinaca.gov	
5	Adrian Rodriguez Pump Operator	Work: Cell: Home:	626-384-5233 626-523-4350 626-487-5662	arodriguez@covinaca.gov	
6	Mike Puente Water Foreman	Work: Cell:	626-384-5234 or 5232 626-945-9237	mpuente@covinaca.gov	
Covina Police Dispatcher (24 hr. dispatcher)			626-384-5808		
STAND-BY: 626-945-6093					
STAND-BY2: 626-945-6095					

GLENDORA WATER DEPT

City Hall
116 E. Foothill Blvd.
Glendora, CA 91740-3380

ddavies@ci.glendora.ca.us

YES

- ① Dave Davies
Director Public Works

Work: 626-914-8246
Home: 909-989-2438
Cell: 909-561-7343

- ② Steve Patton
Water Division Manager

Work: 626-914-8249
Cell: 626-786-1810
Home: 909-987-4240

- ③ Scott Hopkins
Water Division Manager

Work: 626-914-8256
Cell: 626-512-2777
Home: 626-967-4238

- ④ Emergency Cell Phones (on standby)
Water Transmission
Water Distribution

626-916-8198
626-850-5797

GOLDEN STATE WATER CO

Corporate Headquarters
630 E. Foothill Blvd.
San Dimas, CA 91773
Tele: 909-394-3600
Fax: 909-394-0711

dale.wert@gswater.com

YES

- ① Dale Wert
Lead personnel will answer mobile ⇄

Work: 909-394-1387
Cell: 909-226-6731

- ② Kyle Snay
Operations Engineer

Work: 909-592-4271, ex 103
Cell: 909-224-7207
Fax: 909-592-6690

kylesnay@gswater.com

- ③ Ben Lewis
District Manager

Work: 909-592-4271, ex 102
Cell: 909-227-0617
Fax: 909-592-6690

benjamin.lewis@gswater.com

- ④ 24-hr Customer Service

800-999-4033

PWR JOINT WATER LINE

c/o Walnut Valley WD
271 S. Brea Canyon Rd.
Walnut, CA 91789-3002

(See Walnut Valleys Water District for list of contacts.)

Tele: 909-595-7554
Fax: 909-594-9532

YES

ROWLAND WATER DIST

3021 S. Fullerton Rd.
Rowland Heights, CA
91748-0460

Tele: 562-697-1726
Fax: 562-697-6149

① Tom Coleman
General Manager

tcoleman@rowlandwater.com

Work: 562-697-1726
Cell: 951-751-7550
Home: 951-220-7648

YES

② Dave Warren
Director of Operations

dwarren@rowlandwater.com

Work: 562-697-1726
Cell: 310-779-0368
Home: 909-591-4714

③ Eric Hall
Operations Superintendent

ehall@rowlandwater.com

Work: 562-697-1726
Cell: 562-457-7067
Home: 626-914-9931

④ Dave Shubin
Distribution Superintendent

dshubin@rowlandwater.com

Work: 562-697-1726
Cell: 562-457-8118
Home: 626-964-5091

SUBURBAN WATER SYSTEMS

1325 N. Grand
Covina, CA 91724-4044
Tele: 626-543-2500
Fax: 626-331-6363

① Matt Martinez (M-F Day 7:00am - 3:30pm)

mmartinez@swwc.com

Work: 626-543-2698
Cell: 626-255-1904

YES

② Alex Rangel (M-F Day 7:00am - 3:30pm)

arangel@swwc.com

Work: 626-543-2679
Cell: 562-755-5023

③ Call Center (Nights and Weekends)

Work: 562-464-1844

④ Craig Gott
V.P. Operations

cgott@swwc.com

Work: 626-543-2554
Cell: 626-705-0476

⑤ John Brett
V.P. Quality Assurance

jbrett@swwc.com

Work: 626-543-2643
Cell: 626-523-0859

THREE VALLEYS MWD

1021 E. Miramar Ave.
Claremont, CA 91711
Tele: 909-621-5568
Fax: 909-625-5470

① On-duty Water Treatment Technician

24 Hours:
Cell: 909-621-5568 ex 118
909-241-6757

lab@tvmwd.com

YES

**② Steve Lang
Operations Manager**

Work:
Cell: 909-621-5568 ex 111
909-477-9698

slang@tvmwd.com

**③ Dominique Aguiar
Operations Supervisor**

Work:
Cell: 909-621-5568 ex 101
909-815-7350

daquiar@tvmwd.com

**④ Freeman Ensign
Operations Supervisor**

Work:
Cell: 909-621-5568 ex 115
626-290-8259

fensign@tvmwd.com

VALENCIA HEIGHTS WATER

3009 Virginia Ave.
West Covina, CA
91791-2252
Tele: 626-332-8935
Fax: 626-332-9441
email: info@vhwc.org

**① Dave Michalko
General Manager**

Work:
Cell: 626-332-8935
909-215-8895

dmichalko@vhwc.org

YES

② Tim Pacheco

Work:
Cell: 626-332-8935
909-821-0255

tpacheco@vhwc.org

③ Ernie Romero

Work:
Cell: 626-332-8935
626-664-7742

eromero@vhwc.org

④ Barbara Karady

Work:
Cell: 626-332-8935
626-590-0549

bkarady@vhwc.org

**WALNUT VALLEY WATER
DISTRICT**

271 Brea Canyon Rd.
Walnut, CA 91789-3002
Tele: 909-595-7554
Fax: 909-444-5521

	① On-duty Operator After hours "Stand-by"	Work: Prod./Cell: Field Cell:	909-595-7554 909-210-6655	operators@wwwd.com	YES
②	Dave Johnson Field Superintendent	Work: Home:	909-210-6656 909-595-7554 951-733-7952	djohnson@wwwd.com	
③	Tom Monk Production Manager	Work: Home: Cell:	909-595-7554 909-839-0430 909-821-3749	tmonk@wwwd.com	
④	Sherry Shaw Engineering Manager & Production Superintendent	Work: Home: Cell:	909-595-7554 909-596-6960 818-388-2980	sshaw@wwwd.com	
⑤	Ty Maddux Production/Water Quality	Work: Home:	909-595-7554 909-762-9943	tmaddux@wwwd.com	
⑥	Tom Hunt Production Lead	Work: Cell:	909-595-7554 951-836-2320	thunt@wwwd.com	
⑦	Erik Hitchman Asst GM / Chief Engineer	Work: Home: Cell:	909-595-1268 ext 244 909-629-4212 909-702-4511	ehitchman@wwwd.com	
⑧	Mike Holmes General Manager	Work: Home: Cell:	909-595-1268 ext 273 626-852-1984 909-831-4868	mholmes@wwwd.com	

CONFIDENTIAL

PWR/JWL AGENCY CONTACTS

Agency	CONTACT INFORMATION	OFFICE	HOME	PAGER	EMAIL	OTHER
VWWD	For Flow Changes: During working hours (7:30 AM - 4:30 PM, M-F)					
	Ed Castanon, Superintendent	909/595-7554	909-595-3369		ecastanon@vwwd.com	
	After Hours (5:01 PM - 7:59 AM, M-F) -Leave Message	909/595-1917				
	Saturday/Sunday/Holiday - Leave Message	909/595-1917				909/210-6655 or -6656 CELL
	Dave Johnson, Field Mgr.	909-595-7554	951-735-0173		djohnson@vwwd.com	
	Tom Monk, Production	909-595-7554	909/839-0430		tmonk@vwwd.com	909-821-3749
	Sherry Shaw, Production Mgr.	909-595-7554	909-596-6960		sshaw@vwwd.com	818-388-2980 CELL
	Ty Maddux, Production		909/860-2199		tmaddux@vwwd.com	
	Joe Yersky, Production		909/598-3227		jversky@vwwd.com	
	Erik Hitchman, Ass't. General Manager/ Chief Engineer		909/629-4212		ehitchman@vwwd.com	909/702-4511 CELL
	Mike Holmes, General Mgr.		626/852-1984		mholmes@vwwd.com	909/831-4868 CELL

RWD	Emergency Voice Mail	562/697-1726				562/697-6149 FAX
	Maintenance Duty Personnel					310/480-3903 CELL
	Production Duty Personnel					562/201-6762 CELL
	Dave Warren, Director of Operations	562/697-1726	909/591-4714		dwarren@rowlandwater.com	310/779-0368 CELL
	Eric Hall, Operations Superintendent	562/697-1726	626/914-9931		ehall@rowlandwater.com	562/457-7067 CELL
	Dave Shubin, Distribution Superintendent	562/697-1726	626/964-5091		dshubin@rowlandwater.com	562/457-8118 CELL
	Tom Coleman, General Manager	562/697-1726	951/751-7550		tc Coleman@rowlandwater.com	951/751-7550 CELL

IWD	Miramar Plant Operator (24/7)	909 6215568x118				909/241-6757 CELL
	Jim Johns, Operation Superintendent	909 6215568x115	909/985-2711		jjohns@tvmwd.com	909/238-4885 CELL
	Rick Hansen, Gen. Mgr.	909/621-5568	626/335-6298		rhansen@tvmwd.com	909/241-1725 CELL
	Karen Harberson, Operations Water Quality Assistant	909/6215568X116	626/331-9602		khARBerson@tvmwd.com	626/384-0699 CELL
	Steve Lang, Operations Supervisor	909 6215568x111	909/949-9609		slang@tvmwd.com	909/241-2945 CELL
	Mark Cammack	909/6215568X118	909/987-4363		mcammack@tvmwd.com	
	John Cole	909/6215568X118	909/982-9263		jcole@tvmwd.com	
	Rick Nelson	909/6215568X118	909/944-9526		rnelson@tvmwd.com	909/241-4453 CELL
	Dino Robles	909/6215568X118	909/392-2692		gfaulk@tvmwd.com	626/482-4906 CELL
	Dominic Aguiar	909/6215568X118	909/350-0930		daguiar@tvmwd.com	909/815-7350 CELL
	Freeman Ensign	909/6215568X118	909/629-6553		fensign@tvmwd.com	626/290-8259 CELL
	Guy Asplund	909/6215568X118	626/966-0106		gasplund@tvmwd.com	
	John Suarez	909/6215568X118	626/461-3936		jsuarez@tvmwd.com	626/465-8774 CELL

Agency	CONTACT INFORMATION	OFFICE	HOME	PAGER	EMAIL	OTHER
POMONA	On-Duty Pump Operator (8:00 AM - 5:30 PM)	909/620-3668				
	Consumer Service Off.	909/620-2241				
	Main Water Yard Office	909/620-2251				
	24-Hour Standby	909/620-2254				909/772-9989 CELL
	Director of Public Works?					
	Jim Taylor, Operations Manager	909/620-2251	909/598-9543		jim_taylor@ci.pomona.ca.us	909/240-6122 CELL
	Don Capogni, Water Treatment Supervisor	909/620-2248			nick_capogni@ci.pomona.ca.us	
	Pat Bolander, Sr. Water System Operator	909/620-3668			pat_bolander@ci.pomona.ca.us	
	Ms. Kaying Lee, Environmental Services Technician II.	909/802-7406			kaying.lee@ci.pomona.ca.us	
	Gary Matthews, Distribution Supervisor	909/620-2255	949/673-3449	909/469-3654	gary_matthews@ci.pomona.ca.us	949/466-8685
	Emergency Police Dept. Dispatch*	909/622-1241				
	* Ask them to contact Production Standby and call you or your designee (provide telephone number).					

LA VERNE	Richard Martinez	909/596-8786	760/946-2317		rmartinez@ci.la-verne.ca.us	909/730-3504 CELL
						909/596-8799 FAX
	Jerry Mesa	909/596-8749	714/996-8522		jmesa@ci.la-verne.ca.us	714/325-6882 CELL
	Daniel W. Keesey	909/596-8741	909/944-7975		dkeesey@ci.la-verne.ca.us	909/596-8799 FAX
						909/240-5950 CELL
	24-Hour Emergency (Police)	909/596-1913				

MWD	Eagle Rock Control	626/844-5610				
	Eagle Rock System	626/844-5610				
	Events After Hours/ Operational Events	626/844-5611				
	Business Hours (8:00 AM - 4:30 PM, M-Th)	626/844-5612 626/844-5613				
	Water Quality (7:00 AM- 4:30 PM, M-Th)	909/392-5300				
	Weymouth Head House	909/392-5110 909/593-7474				

WARN CONTACT LIST- SOUTHERN REGION

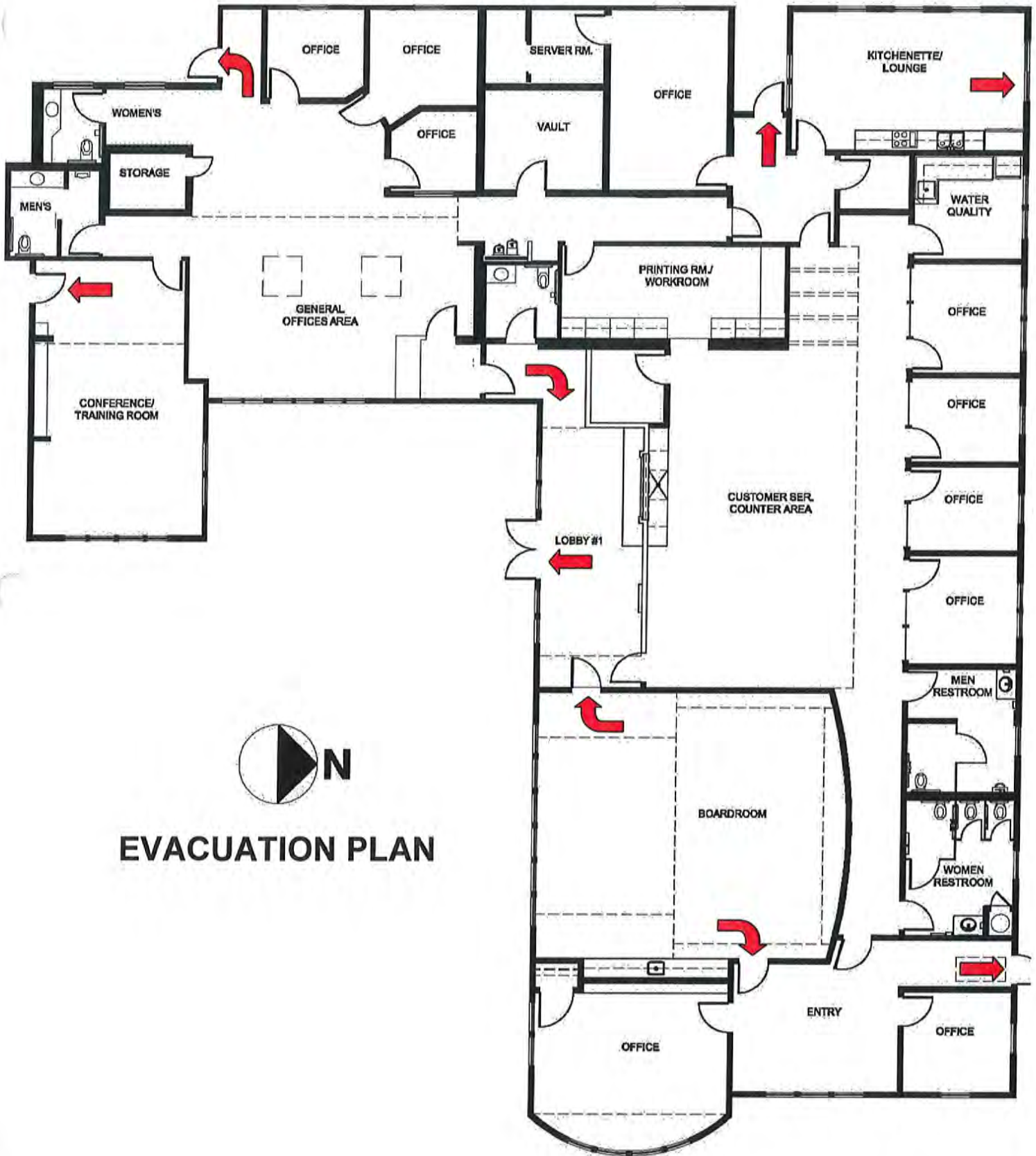
Members List: For contact information click on the agency name.	
Agency: Anaheim, City of	
Region: Southern OES Region I	
County: Orange	
Email: mjouhari@anaheim.net	
Phone: 714-765-4560	
Agency: Atascadero Mutual Water Co.	
Region: Southern OES Region I	
County: San Luis Obispo	
Email:	
Phone: 805-466-2428	
Agency: Beverly Hills, City of	
Region: Southern OES Region I	
County:	
Email:	
Phone:	
Agency: California American Water Co. - Los Angeles Div.	
Region: Southern OES Region I	
County: Los Angeles	
Email: dhoff@calamwater.com or tryan@ or rsaen2@	
Phone: 626-286-7414x16	
Agency: California Cities Water Company	
Region: Southern OES Region I	
County: Santa Barbara	
Email: rwibrett@scwater.com	
Phone: 805-349-7407	
Agency: Camrosa Water District	
Region: Southern OES Region I	
County: Ventura	
Email: tstafford@camrosa.com	
Phone: 805-482-4677	
Agency: Carpinteria Sanitary District	
Region: Southern OES Region I	
County: Santa Barbara	
Email:	
Phone: 805-684-7214	
Agency: Carpinteria Valley Water District	
Region: Southern OES Region I	
County: Santa Barbara	
Email: bob@cvwd.net	
Phone: 805-684-2816	
Agency: Central Coast Water Authority	
Region: Southern OES Region I	
County: Santa Barbara	
Email: wjb@ccwa.com	
Phone: 805-6882292 215	
Agency: Crescenta Valley Water District	
Region: Southern OES Region I	
County: Los Angeles	
Email: cvwd@cvwd.com	
Phone: 818-248-3925	

Agency: <u>East Pasadena Water Company</u> Region: Southern OES Region I County: Los Angeles Email: colin@epwater.com Phone: 626-793-6189
Agency: <u>El Monte Water Dept.</u> Region: Southern OES Region I County: Los Angeles Email: Phone: 626-926-6769
Agency: <u>Foothill Municipal Water District</u> Region: Southern OES Region I County: Los Angeles Email: fmwd@fmwd.com Phone: (818) 790-4036
Agency: <u>Glendora, City of</u> Region: Southern OES Region I County: Los Angeles Email: Phone:
Agency: <u>Goleta Sanitary District</u> Region: Southern OES Region I County: Santa Barbara Email: jsalt@goletasanitary.org Phone: 805-967-4519
Agency: <u>Goleta Water District</u> Region: Southern OES Region I County: Santa Barbara Email: mkanno@goletawater.com Phone: 805-9646761 630
Agency: <u>Kinneloa Irrigation District</u> Region: Southern OES Region I County: Los Angeles Email: Phone: 626-797-6296
Agency: <u>La Cumbre Mutual Water Co.</u> Region: Southern OES Region I County: Santa Barbara Email: dmay@lacumbrewater.com Phone: (805) 967-2376
Agency: <u>La Habra Heights County Water District</u> Region: Southern OES Region I County: Los Angeles Email: Phone: 562-697-6769
Agency: <u>La Verne, City of</u> Region: Southern OES Region I County: Los Angeles Email: publicworks@ci.la-verne.ca.us Phone: 909-596-8741
Agency: <u>Laguna Beach County Water District</u> Region: Southern OES Region I County: Orange Email: rmathis@lbcwd.org Phone: 949-464-3109

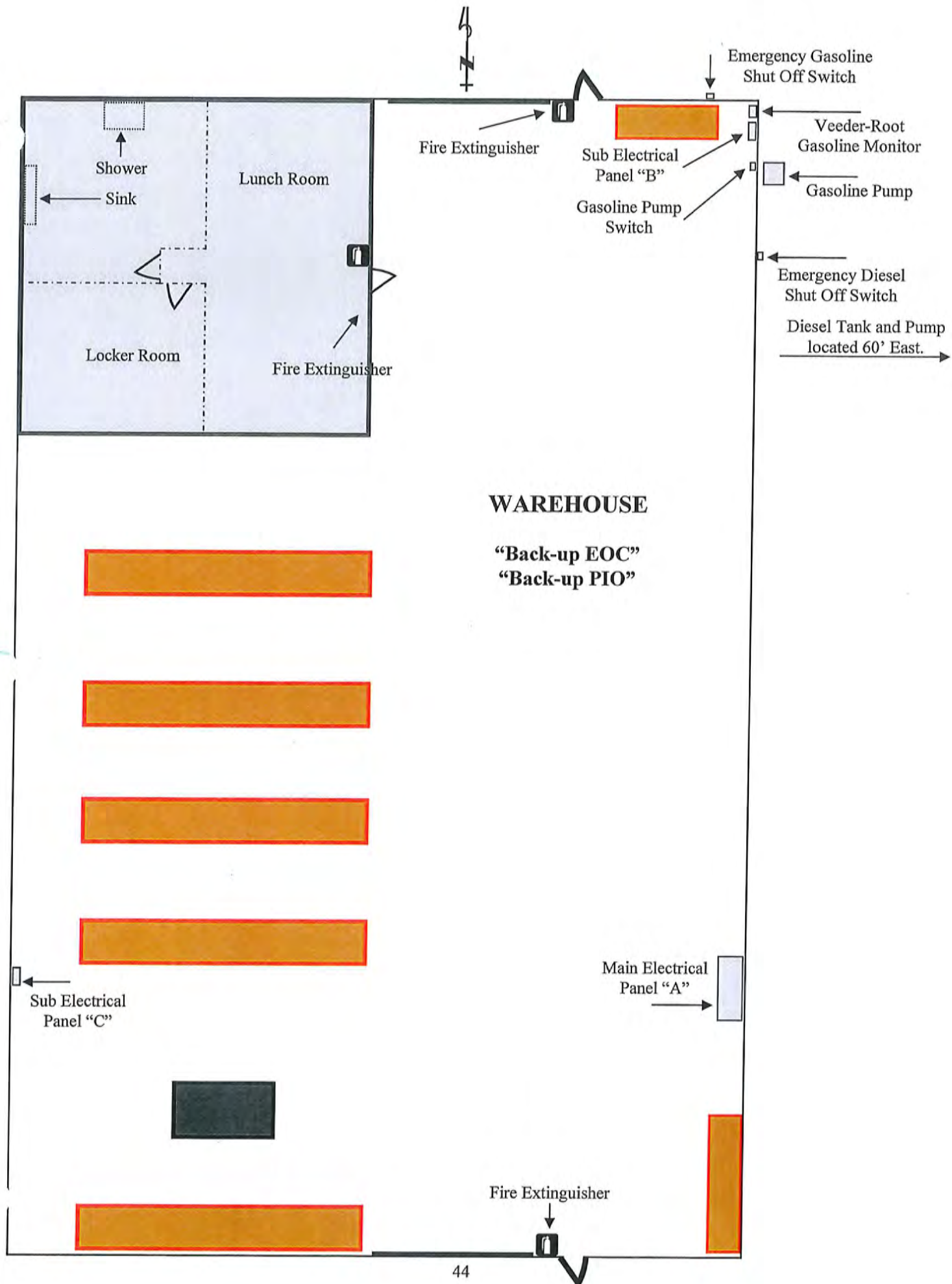
Agency: Las Flores Water Company Region: Southern OES Region I County: Los Angeles Email: lfwc@pacbell.net Phone: 626-797-1138
Agency: Lincoln Avenue Water Company Region: Southern OES Region I County: Los Angeles Email: bhayward@lawc.org Phone: 626-798-9101
Agency: Lompoc, City of Region: Southern OES Region I County: Santa Barbara Email: j_nosecchi@ci.lompoc.ca.us Phone: 805-736-1617
Agency: Los Angeles County Sanitation District Region: Southern OES Region I County: Los Angeles Email: Phone:
Agency: Los Angeles, City of Region: Southern OES Region I County: Email: Cecilia.Weldon@ladwp.com Phone: (213) 367-2589
Agency: Mesa Consolidated Water District Region: Southern OES Region I County: Orange Email: billj@mesawater.org Phone: 949-574-1000
Agency: Mesa Crest Water Company Region: Southern OES Region I County: Los Angeles Email: mcwch2otim@aol.com Phone: 818-790-2071
Agency: Metropolitan Water District of Southern California Region: Southern OES Region I County: Los Angeles Email: EOC-Eagle Rock@mwadh2o.com Phone: 800-555-5911
Agency: Monterey Park, City of Region: Southern OES Region I County: Los Angeles Email: Phone: 626-307-1295
Agency: Municipal Water District of Orange County Region: Southern OES Region I County: Orange Email: khubbard@mwdoc.com Phone: 714-593-5010
Agency: Ojai Valley Sanitary District Region: Southern OES Region I County: Ventura Email: Phone: 805-646-5548

Agency: <u>Orange County Water District</u> Region: Southern OES Region I County: Orange Email: Phone:
Agency: <u>Orchard Dale Water District</u> Region: Southern OES Region I County: Los Angeles Email: Phone: 562-941-0114
Agency: <u>Palmdale Water District</u> Region: Southern OES Region I County: Los Angeles Email: Phone: 661-947-4111 x1
Agency: <u>Pasadena Water and Power</u> Region: Southern OES Region I County: Los Angeles Email: skwan@cityofpasadena.net Phone: 626-744-4138
Agency: <u>Pomona-Walnut-Rowland Joint Water Commission</u> Region: Southern OES Region I County: Los Angeles Email: Phone: 909-595-1268 x2
Agency: <u>Rincon Del Diablo MWD</u> Region: Southern OES Region I County: San Diego Email: rinconwater.org Phone: 760-745-5522
Agency: <u>Rowland Water District</u> Region: Southern OES Region I County: Los Angeles Email: tcoleman@rowlandwater.com Phone: 562-697-1726
Agency: <u>Rubio Canon Land and Water Assoc.</u> Region: Southern OES Region I County: Los Angeles Email: wallyanddolores@aol.com Phone: 626-797-0509
Agency: <u>San Buenaventura</u> Region: Southern OES Region I County: Ventura Email: jpassanisi@ci.ventura.ca.us Phone: 805-652-4504
Agency: <u>San Gabriel County WD</u> Region: Southern OES Region I County: Los Angeles Email: Phone: 626-287-0341
Agency: <u>San Juan Capistrano, City of</u> Region: Southern OES Region I County: Orange Email: jodonnell@sanjuancapistrano.org Phone: 949.443.6361

Agency: <u>San Luis Obispo, City of</u> Region: Southern OES Region I County: San Luis Obispo Email: ghenderson@slocity.org Phone: 805-781-7237
Agency: <u>South Coast Water District</u> Region: Southern OES Region I County: Orange Email: mdunbar@scwd.org Phone: 949-499-4555
Agency: <u>Three Valleys MWD</u> Region: Southern OES Region I County: Los Angeles Email: Phone: 909-621-5568
Agency: <u>Triunfo Sanitation District</u> Region: Southern OES Region I County: Ventura Email: Phone: 805-658-4605
Agency: <u>Valley Water Company</u> Region: Southern OES Region I County: Los Angeles Email: vwc@earthlink.net Phone: 818-790-5516
Agency: <u>Vandenberg Village Community Services District</u> Region: Southern OES Region I County: Santa Barbara Email: info@vvcasd.org Phone: 805-733-3417
Agency: <u>Ventura Regional Sanitary District</u> Region: Southern OES Region I County: Ventura Email: Phone: 805 389-9406
Agency: <u>Walnut Valley Water District</u> Region: Southern OES Region I County: Los Angeles Email: dhernandez@wvwd.com Phone: 909-595-1268
Agency: <u>Westminster, City of - Water Division</u> Region: Southern OES Region I County: Orange Email: smiller@ci.westminster.ca.us Phone: 714-898-3315
Agency: <u>Yorba Linda Water District</u> Region: Southern OES Region I County: Orange Email: lcory@wlwd.com Phone: 714-701-1481



EVACUATION PLAN



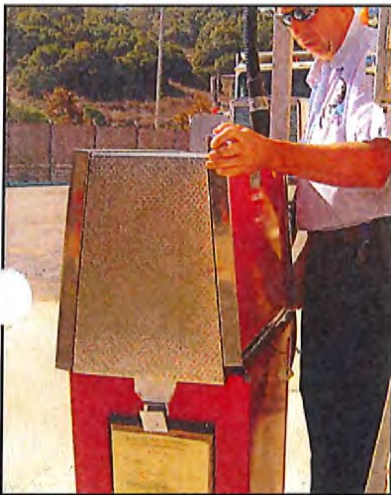
Resetting Earthquake Switch on Gas Pump

Switch is located inside back panel near the bottom.



Insert key (from clipboard) into back panel.

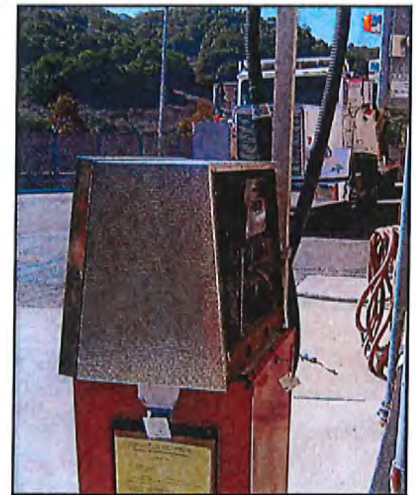
Turn key clockwise
1/4 turn to unlock panels



Remove upper panel by
sliding panel straight up.



Remove upper panel
completely.



Pump with upper panel
removed.



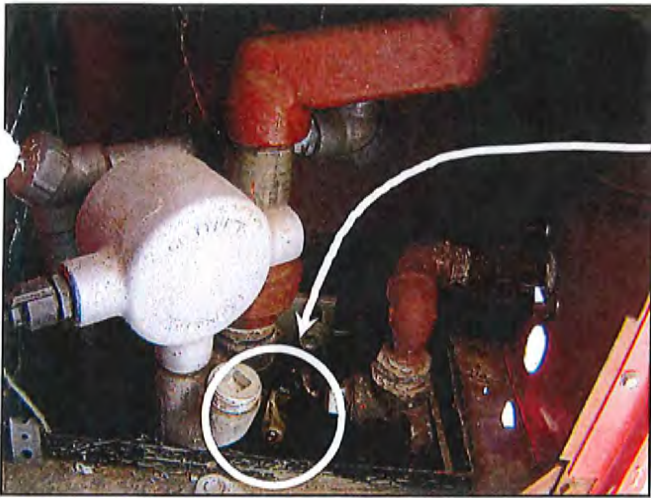
Remove lower panel by
lifting straight up.



Remove lower panel
completely.



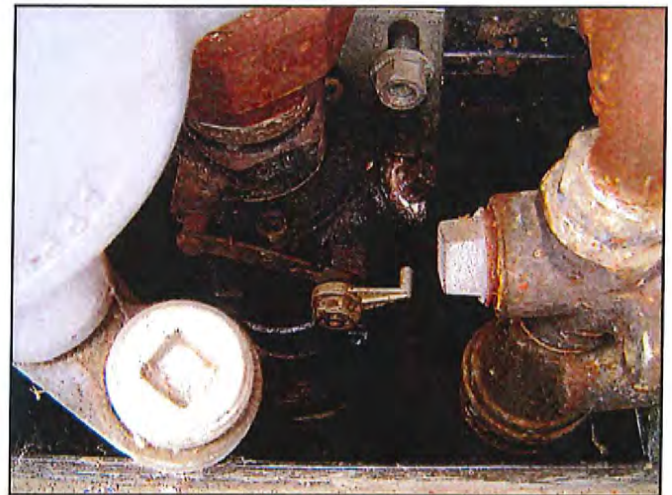
Pump with upper and
lower panels removed.



Earthquake Switch location.



Switch is in the
NORMAL / OPEN position.



Switch is in the
TRIPPED / CLOSED position.



To reset the switch, first lift up the spring
loaded catch.



Second, rotate the check valve counter-
clockwise and place it in the catch.

Re-attach all panels and put key back on clipboard. Gas pump is now ready to operate.

Emergency Fuel Set Up

Equipment needed:

220 W gas generator/welder (located in work bench Warehouse see picture)
Pigtail. (extension cord for 220V) The pigtail is located in warehouse hanging next to gas log. (see picture below)



How to set up

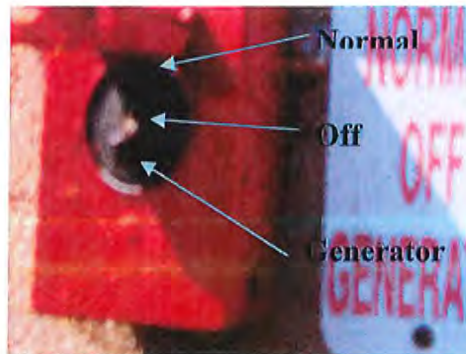
1) Move generator next to emergency gas shut off.



- 2) Pull choke lever to gen./welder out
3) Start gen./welder motor, let warm up and push choke in.



4) Emergency off switch should be down, in order to run generator



(illustrations of emergency connection details)



5) Place pigtail into the generator and then to the emergency pump switch



You should have power if not go back step connections



MANUAL PUMP RUN PROCEDURES

Each pump site has its own method for running the pumps without the use of telemetry.

Please refer to the MANUAL PUMP RUN PROCEDURES located in the log books at each site.

EMERGENCY EQUIPMENT LIST

Effective Date: July 2010

AGENCY: ROWLAND WATER DISTRICT

Primary Contact: KEN DECK - Telephone: (562) 697-1726

ADDRESS: 3021 S. Fullerton Rd., Rowland Heights, CA 91748
Secondary Contact: Ted Carrera - Telephone: (562)697-1726

PORTABLE PUMPS

<u>Quantity</u>	<u>Approx. Weight</u>	<u>Capacity GPM</u>	<u>Head Feet</u>	<u>Fuel Type</u>	<u>Size Conn.</u>	<u>Trailer/Skid</u>	<u>Hitch Size</u>	<u>Suction Type/Size</u>	<u>Location City</u>
1	70	350		Gas	3"			3"	<u>RWD</u>
1	70	250		Gas	2"			2"	<u>RWD</u>
1	70	50		Gas	2"			2"	<u>RWD</u>
1	50	150		Pneumatic	2"			2"	<u>RWD</u>

PORTABLE GENERATORS

<u>Quantity</u>	<u>Rated KW</u>	<u>Rated Volts</u>	<u>Plug Type</u>	<u>Length Cable</u>	<u>Fuel Type</u>	<u>Fuel Tank</u>	<u>Run Time Hours</u>	<u>Trailer/Other</u>	<u>Hitch Size</u>	<u>Loc. City</u>
1	3.0 KVA	120	3 Prong		Gas	2.9 Gal	8	Skid		Mobile 6
1	7 KW	115/230	3		Gas	3.6 Gal	6	Skid		<u>RWD</u>
1	250 KW	277/410	Posilok	50'	Diesel	200 Gal	24	Trailer		<u>RWD</u>
1	125 KW	277/410	Posilok	50'	Diesel	200 Gal	24	Trailer		<u>Zone 6</u>
1	3.3 KVA	120/240	3 Prong		Gas	6.6 Gal	10.4	Cart		Mobile 20
1	2.2 KVA	120	3 Prong		Gas	3.0 Gal	8	Skid		Warehouse

STATIONARY GENERATOR

<u>Quantity</u>	<u>Rated KW</u>	<u>Rated Volts</u>	<u>Plug Type</u>	<u>Length Cable</u>	<u>Fuel Type</u>	<u>Fuel Tank</u>	<u>Run Time Hours</u>	<u>Trailer/Other</u>	<u>Hitch Size</u>	<u>Loc. City</u>
1	43.7 KVA	120	HW Hardware	N/A	Diesel	145 Gal	N/A	Stat.		<u>RWD</u>

PORTABLE CHLORINATORS

<u>Quantity</u>	<u>Feed Rate Gal/Min</u>	<u>Mix Tanks Inc Y/N</u>	<u>Power Gas/Elec</u>	<u>K/W Volts</u>	<u>Trailer Skid</u>	<u>Hitch Size</u>	<u>Location City</u>

Emergency Equipment List (continued):

PORTABLE AIR COMPRESSORS

<u>Quantity</u>	<u>Capacity</u> <u>CFM</u>	<u>Pressure</u> <u>PSI</u>	<u>Horse-</u> <u>Power</u>	<u>Trailer</u> <u>Skid</u>	<u>Hitch</u> <u>Size</u>	<u>Tank</u> <u>Fuel</u>	<u>Air Hose</u> <u>Capacity</u>	<u>Connections</u>	<u>Location</u> <u>City</u>
1	100	100		<u>Trailer</u>	2"	Diesel	1	Dixon	RWD
1	185	100		<u>Trailer</u>	2"	Diesel	2	Dixon	RWD

MOBILE EQUIPMENT (Back Hoes)

<u>Reach</u>		<u>Maximum</u>	<u>Manufacturer</u>	<u>Horsepower</u>	<u>Location City</u>
<u>Quantity</u>	<u>Feet</u>	<u>Size</u>			
1	17'	580 K	CASE		RWD
1	18'	416 C	CAT		RWD

TRUCKS

<u>Type</u>	<u>Quantity</u>	<u>Capacity</u>	<u>Manufacturer</u>	<u>Location City</u>
Pickup	12	1/2 Ton	Ford F-150	RWD
Pickup	1	3/4 Ton	Chevrolet 2500	RWD
Pickup	1	1 Ton	Ford F-550	RWD
Dump Truck	1	10 Ton	Freightliner	RWD
Dump Truck	1	2 Ton	Ford F-700	RWD
Super Duty	1	1-1/2 Ton	Ford	RWD
SUV	2		Ford-Explorer	RWD
SEDANS				
Sedan	1		Ford 500	RWD
Sedan	1		Ford Taurus	RWD

DISTRICT AUTOMOBILES

YEAR	VEHICLE #	LICENSE #	VIN # (ODD)	VIN # (EVEN)	MAKE
2009	3	1327499		1FTRF12W29KB89832	FORD F-150
2009	5	1327496	1FTRF12W49KB91047		FORD F-150
2009	8	1327497		1FTRF12W69KB91048	FORD F-150
2009	9	1327498	1FTRF12W89KB91049		FORD F-150
1985	25	[E] 477898	1FDNF70H1FVA68981		FORD F-700
2002	10	1086334		1FTRF17222KB40240	FORD F-150
2004	12	1175272		2FTRF17254CA11724	FORD F-150
2004	14	1175273	2FTRF17244CA13321		FORD F-150
2005	15	1183193	1FTRF12265KC19003		FORD F-150
2005	16	1183210		1FTRF12245KC19002	FORD F-150
2005	2	1210033	1FAFP23105G171647		FORD 500
2007	17	1203035		1FTRF12207KB61702	FORD F-150
2007	18	1203036	1FTRF12297KB61701		FORD F-150
2007	19	1203034		1FTRF12267KB49408	FORD F-150
2007	4	1282559		1FMEU63E37UA99500	FORD F-150
2007	11	8N26843	1GHBC24K77E571603		FORD EXPLORER
2008	1	1286040		1FAHP24W48G133250	CHEVROLET-2500 HD
					FORD TAURUS

Diesel Fuel Vehicles

1984	27	1031888	1FUPYCYB8EP231511		FREIGHTLINER
1997	26	[E] 992417		3FELF47F0VMA59784	FORD SUPERDUTY
1995	NA	951654	130AU1211SCO12911	8950569109-7422F (ser #)	250Kw Cummins/Onan Emergency Generator
2000	NA	NA	NA	H000143390 (ser #)	125kW Cummins/Onan Emergency Generator
2005	20	1183241		1FDAF56P85EC73486	FORD F-550
2006	21		Model No.:DGBB-5756635	Serial No.:D060906330	99BHP(35kW) Cummins ElectricalGenerator

Trailers-Misc.

1999	1047682			1W9TE2422X1284292	WALTON TRAILER
1985	320924			12CE29E24FZP11970	ZIEMAN TRAILER
1968	329961		CAL151633	NA	Auxiliary Trailer
2007	SE587931			1E9PT131X7C297157	Wachs Swivel Valve Maintenance System, Trailer Mounted

EMERGENCY FOOD SUPPLY LIST

QTY.	CONTENTS	2002 Purchase Date	Estimated Expiration Date	2004 Purchase Date	Estimated Expiration Date	2005 Purchase Date	Estimated Expiration Date	2007 Purchase Date	Estimated Expiration Date
1	AuGratin Potatoes, 2.25 pounds	1-3-02	1-3-12						
1	Bag Potato Pearls (mashed Potatoes) 1.75 pounds	1-3-02	1-3-12						
24	Meals Ready to Eat with Heaters	1-3-02	1-3-12						
1	#10 Can of FD Peaches	1-3-02	1-3-12						
1	#10 can of FD Corn	1-3-02	1-3-12						
1	#10 Can of FD Roast Beef	1-3-02	1-3-12						
1	#10 Can of Pancake Mix	1-3-02	1-3-12						
1	#10 Can of Pinto Beans	1-3-02	1-3-12						
2	#10 Can of Pinto Beans					10-7-05	10-7-15		
3	#10 Can of Strawberries			4-2-04	4-2-14				
2	#10 Can of Mashed Potatoes					10-7-05	10-7-15		
1	#10 Can of FD Diced Ham Canadian Style					10-7-05	10-7-15		
1	#10 Can of FD Diced Turkey					10-7-05	10-7-15		
2	#10 Can of Rice					10-7-05	10-7-15		
1	#10 Can of Scrambled Eggs					10-7-05	10-7-15		
1	#10 Can of Beef Gravy					10-7-05	10-7-15		
1	#10 FD Pineapple Dices							2-14-07	2-14-2017
1	#10 FD Mango Chunks							2-14-07	2-14-2017
1	#10 FD Garden Peas							2-14-07	2-14-2017
3	#10 MH FD Veg.Stew w/Beef Mountain House FD							2-14-07	2-14-2032
3	#10 MH FD Chicken Ala King Mountain House FD							2-14-07	2-14-2031
3	#10 MH FD Beef Stroganoff Mountain House FD							2-14-07	2-14-2031
3	#10 MH FD Spaghetti w/meat sauce Mountain House FD							2-14-07	2-14-2031
2	#10 MH FD Granola w/blueberries & Milk							2-14-07	2-14-2031

NOTE: * FD=Freeze Dried Freeze Dried Food has a storage life of about 8-10 years. Replace or Use Food by about **2010-2012**.

Dehydrated Foods have a storage life of about 15 years. Replace or Use Food by about **2017**.

LOCATION: Above items located in Lunch Room Closet in Warehouse

EMERGENCY GEAR

Quantity	Inventory
2	Grey wash tubs
1	Large propane two burner stove
17	Light sticks
1	Cook set four person
4	Tooth paste 1oz 28g
75	Foam cups
1	Rags in a box
2	Facial tissues
1	Roll towels
1	Can opener
25	Foam plates
34	Code red D batteries 20yr shelf life
5	Yellow hard hats
24	Orange safety vests
5	Portable Toilet
12	Portable toilet bags 12 to a set
2	Dutch oven and griddle set
1	Large pot
2	Blanket twin
4	Shower/toilet enclosure
6	Disposable emergency blanket
16	Propane fuel 16.4oz
5	Fix a flat 16oz
1	Stretcher
2	2 – family camp package (8 x 10 tent, lantern, 4 sleeping bags 3 lbs, two burner propane stove, 8 x 10 tarp)
1	20 lbs bag charcoal
1	Splint set of four
48	Collapsible water jugs

ROWLAND WATER DISTRICT EOC ACTION PLAN

DISASTER NAME:		
CURRENT OPERATIONAL PERIOD: (Enter Date and Time) From: Hrs: To: Hrs:	PLAN REVIEWED BY: Planning/Intelligence Chief: PLAN APPROVED BY: EOC Director:	
MAJOR INCIDENTS/EVENTS IN PROGRESS: (Refer to current Situation Report)		
Situation: (Type of Incident or Event)	Location: (Operational Area, City, Landmark)	EOC Support Requested: (Yes or No)
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
Overall EOC Objectives: (Operational Priorities for the EOC)		
Management Objectives:		
Operations Objectives:		
Planning/Assessment Objectives:		
Finance/Administration Objectives:		
State Agency Liaison in the EOC Agency:		
SEMS Functional Assignment:		

AGENCY NOTIFICATION OF HAZARDOUS MATERIAL RELEASE
(San Gabriel Valley)

Type of Release	Agency	Phone
1. Potential Endangerment to the public safety	A) Sheriff B) Police C) California Emergency Management Agency (24 Hours)	911 911 (800) 852-7550
2. Fire	Fire Department	911
3. On Public Roads	California Highway Patrol	911
4. Proposition 65	U.S. Govt. Environmental Protection Agency Haz-Mat	(213) 244-1800 or (866) 372-9378
5. Release to Surface or Ground Water (see 6)	A) Los Angeles RWQCB (Working Hours) B) California Emergency Management Agency (24 Hours) C) Cal Fish and Game-Office of Spill Prevention & Response(OSPR)	(213) 576-6600 <i>(800) 852-7550 (Notify them first of a spill—then call OSPR)</i> (916) 341-9657
6. Release to a Flood Control or Storm Drain Channel	L. A. County Dept. of Public Works	(626) 458-HELP 458-4357 (Emergency Dispatch 24 hrs)
7. Underground Storage Tank Release	L. A. Department of Public Works – Environmental Programs	(626) 458-3511
8. Above EPA reportable quantity (see attached table)	National Response Center	(800) 424-8802
9. Release within a park L.A. County	Department of Public Works	(800) 675-4357
10. Illegal Dumping	Sheriff/Police	911 or L.A. Dept. or Public Works (800) 303-0003
11. Poison Affecting a Person	Poison Control, Irvine	(800) 876-4766

NOTE: Verify numbers frequently to ensure accurate/timely reporting

**TYPICAL HAZARDOUS MATERIALS FOUND AT
WATER TREATMENT FACILITIES AND THEIR
REPORTABLE QUANTITIES**

FEDERAL ENVIRONMENT PROTECTION AGENCY REPORTABLE QUANTITY (RQ)

ALUM.....	5,000 Pounds
AMMONIA.....	100 Pounds
ASBESTOS.....	1 Pound
CHLORINE.....	10 Pounds
MERCURY.....	1 Pound
SODIUM HYDROXIDE.....	1,000 Pounds
SULFURIC ACID.....	1,000 Pounds
TRICHLOROETHENE.....	1,000 Pounds
1,1,1 TRICHLOROETHANE.....	1,000 Pounds
UNLEADED GASOLINE (5% BENZENE).....	29 Gallons

HAZARDOUS MATERIALS RELEASED ABOVE THE RQ MUST BE REPORTED
IMMEDIATELY TO:

**NATIONAL RESPONSE CENTER
(800) 424-8802**

SOURCE:

40 CFR 302.4

40 CFR 172.101 APPENDIX

DAMAGE REPORT TO PRODUCTION FACILITIES (Pumps and Reservoirs)

Date: _____

Time: _____

Plant/Facility Name: _____

Location: _____ Pressure Zone: _____

Person Making Report: _____

Distribution of Report: (Primary) _____ Copy To: _____

Initial Report: _____ Follow-up Report: _____

1. Power: Yes ___ No ___ If no Internal (ours) ___ External (power company) ___

Note: IN THE EVENT OF MAJOR POWER FAILURE, TURN HANDS OFF AUTO (HOA) TO OFF

2. Electric Panel Damaged: Yes ___ No ___ Describe Damage _____

Main Circuit Breaker Tripped: Yes ___ No ___

Number of Sub-Breakers Tripped: Yes ___ No ___ List Units: _____

3. Wells out of Service: (other than power problem) No. ___ Total GPM _____

Reason: Motor ___ Pump ___ Well ___ List Units _____

4. Pumps out of Service: (other than power problem) No. ___ Total GPM _____

Reason: Motor ___ Pump ___ Inlet Piping ___ Outlet Piping ___ Pump Control Valve _____

List Units: _____

5. Telemetry: Working Yes ___ No ___

If No, See "Manual Pump Run Procedures", Appendix **Page 48**

6. Available Useable Storage: Feet _____

7. Lost Storage: Feet Available _____

List Facilities Damage: _____

8. Treatment Facilities Operational: Yes ___ No ___ NA ___

If no, list Facilities and Damage: _____

9. Additional Comments _____

DAMAGE TO INTERCONNECTIONS (PM Connections, Sentous)

Date: _____

Time: _____

Facility Name: _____

Location: _____ Pressure Zone: _____

Person Making Report: _____

Distribution of Report: (Primary) _____ Copy To: _____

Initial Report: _____ Follow-up Report: _____

1. Power: Yes ___ No ___ If no, Internal (ours) ___ External (power company) _____

2. Electrical Panel Damaged: Yes ___ No ___ Describe Damage _____

Main Circuit Breaker Tripped: Yes ___ No ___

Sub-Breakers Tripped: Yes ___ No ___ List Number of Units: _____

3. Flow Control Valves Out of Service: Number: _____ Total CFS _____

Reason: Flow Control Valve _____ Inlet Piping _____ Outlet Piping _____

Other: _____

4. Telemetry: Working Yes _____ No _____

If No, Reason: _____

5. Available Usable CFS: _____

6. List Facilities Damage: _____

7. Additional Comments _____

WATER DISTRIBUTION SYSTEM REPORT

(Mains, Hydrants, Valves, Etc.)

Water Utility: ROWLAND WATER DISTRICT Date/Time: _____

General Manager: **KEN DECK**

Phone No.: (562) 697-1726

Field Contact Person: _____

Fax Number: (562) 697-6149

Field Contact Phone No.: _____
(i.e., cell phone number)

Affected Area: _____

Approx. Number of Service Connections Affected: _____

Percent of Water System Damaged: _____

Emergency Staging Area: _____

Primary Water System Damage

Facility	Check Appropriate Damage Category			
	None	Minor	Major	Severe or Out of Service
Supply				
Transmission				
Storage				
Pumping Stations				
Distribution System				
Treatment Systems				
Headquarters/Field Office				

Types and description of problems (prioritize problems, first being most critical) _____

Location of Outage (pressure zone) _____

Duration of Outage _____

Resources Requested: (note: immediate or delayed need)

Material: _____

Equipment: _____

Personnel: _____

Other Emergency Coordination Needs (Law Enforcement, Fire, etc.) _____

Potable Water Needs:

Completed By: _____

HAZARD ASSESSMENT

Utility: ROWLAND WATER DISTRICT

Location: _____

Date of Assessment: _____

Assessment by: _____

HAZARD ASSESSMENT			
Hazard Type	Probability Occurrence	Reaction Factor	Hazard Rating
<i>Natural Events</i>			
Earthquake			
Severe Storm			
High Winds (70+ Mph)			
Landslide			
Flood			
Drought			
Hurricane			
<i>Non-Natural Events</i>			
Waterborne Disease			
Fire / Arson			
Loss of Key Staff			
Fuel Shortage			
<i>Technological Events</i>			
Power Outage			
HVAC Failure			
SCADA Failure			
Computer Virus			

DOCUMENTATION OF VERBAL REPORT OF HAZARDOUS MATERIAL RELEASE/SPILL

TIME OF CALL:	
NAME OF AGENCY:	
PERSON SPOKEN TO:	
CONTENTS OF VERBAL REPORT:	
INCIDENT NUMBER:	
FEEDBACK FROM AGENCY:	

INITIAL VERBAL REPORT OF HAZARDOUS MATERIAL RELEASE/SPILL

NAME OF PERSON REPORTING:	
NAME OF ENTITY:	
LOCATION OF RELEASE:	
HAZARDOUS MATERIALS RELEASED:	
QUANTITY OF HAZARDOUS MATERIALS RELEASED:	
MEDIA IMPACTED:	
HAZARDS AND/OR IMPACTS:	
WHEN DID RELEASE OCCUR:	
RELEASE STOPPED/CONTROLLED?	
REGULATORY AGENCIES CONTACTED OR TO BE CONTACTED:	

EMERGENCY JOB SITE RECORD - Materials and Equipment

DISASTER NAME:	
Employee/Operator:	Date:
Site/Location:	Job No.:

MATERIALS:

Type/Description	Purpose	Quantity	Cost Per Unit	Total

EQUIPMENT:

TYPE/DESCRIPTION	USE TIME FROM/TO	USE TIME TOTAL

EQUIPMENT RENTAL:

OPERATOR: _____

Type/Description	Used From/To	Total Hours Used	Hourly Rate	Total Rental Cost

OUTSIDE CONTRACTOR(S):

NAME/ADDRESS: _____

Description of Materials Furnished	Purpose	Quantity	Unit Cost	Total

EMERGENCY JOB SITE RECORD - Labor

DISASTER NAME:	
Employee(s):	Date:
Site/Location:	Job No.:

ACTIVITY	DESCRIPTION OF SERVICE PERFORMED	FROM	TO	TOTAL HRS.
Damage Inspection				
Repair				
Evacuation				
Secure Structures				
Cleanup				
Record and Document Costs				
Construction Supervision/Management				
Vendor Contact Supervision/Management				
Attendance at Disaster Meeting(Internal/External)				
Order Supplies and Equipment				
Pick Up Supplies and Equipment				
Repair Emergency Equipment				

Employee(s) Signature(s): _____

Supervisor Signature: _____

District's Letterhead

Date:

BOIL WATER ORDER

Dear Customer:

Failure to follow this advisory could result in stomach intestinal illness.

Due to the recent _____, the State Water Resources Control Board, Division of Drinking Water, in conjunction with Rowland Water District are advising residents of the Rowland Heights, West Covina, La Puente, Hacienda Heights, and City of Industry area served by the Rowland Water District to use boiled tap water or bottled drinking water for drinking and cooking purposes as a safety precaution.

All tap water used for drinking or cooking should be boiled rapidly for at least 1 minute. This is the preferred method to assure that the water is safe to drink.

An alternative method of purification for residents that do not have gas or electricity available is to use fresh liquid household bleach (Clorox, Purex, etc.). To do so, add 8 drops (or 1/4 teaspoon) of bleach per gallon of clear water or 16 drops (or 1/2 teaspoon) per gallon of cloudy water, mix thoroughly, and allow to stand for 30 minutes before using.

A chlorine-like taste and odor will result from this purification procedure and is an indication that adequate disinfection has taken place.

Water purification tablets may also be used by following the manufacturer's instructions.

For more information call:

ROWLAND WATER DISTRICT
TOM COLEMAN, GENERAL MANAGER
(562) 697-1726

STATE WATER RESOURCES CONTROL BOARD
DIVISION OF DRINKING WATER
SANITARY ENGINEER
(818) 551-2019

District's Letterhead

Fecha:

ADVERTENCIA DE AGUA PELIGROSA DE BEBER

NO BEBA EL AGUA DE LA LLAVE

ROWLAND WATER DISTRICT

Debido a la situacion de emergencia reciente en _____, el Sistema de Agua de ROWLAND WATER DISTRICT, junto con el Departamento de Servicios de Salud de California y/o el Departamento de Salud del Condado de Los Angeles, advierten a los residentes de Rowland Heights, West Covina, La Puente, Hacienda Heights, y City of Industry que **NO UTILICEN EL AGUA DE LA LLAVE PARA BEBER HASTA EL PROXIMO AVISO** y que utilicen agua de botella para beber y cocinar como medida de precaucion.

Hervir el agua no hara que el agua deje de ser peligrosa.

El no cumplir con estata advertencia puede resultar en enfermedad.

ROWLAND WATER DISTRICT esta tratando el agua y analizando su calidad para resolver esta emergencia de la calidad del agua. ROWLAND WATER DISTRICT notificara a los residentes cuando el agua se puede volver a beber sin peligro.

Para mas informacion llame a:

Contacto en el Servicio de Agua:

ROWLAND WATER DISTRICT
TOM COLEMAN, General Manager
(562) 697-1726

Departamento de Servicios de Salud de California:

STATE WATER RESOURCES CONTROL BOAD
DIVISION OF DRINKING WATER
SANITARY ENGINEER
(818) 551-2019

District's Letterhead

Date:

CANCELLATION OF BOIL WATER ORDER

Dear Customer:

On _____, you were notified of the need to boil/disinfect all tap water used for drinking and cooking purposes. Rowland Water District in conjunction with the State Water Resources Control Board, Division of Drinking Water, has determined that, through abatement of the health hazard and comprehensive testing for the water, your water is safe to drink. **It is no longer necessary to boil your tap water or for you to consume bottled water.**

For more information, call:

ROWLAND WATER DISTRICT
TOM COLEMAN, GENERAL MANAGER
(562) 697-1726

STATE WATER RESOURCES CONTROL BOARD
DIVISION OF DRINKING WATER
SANITARY ENGINEER
(818) 551-2019

District's Letterhead

Fecha:

CANCELACION DE LA ADVERTENCIA DE AGUA
PELIGROSA DE BEBER

En _____, (fecha) le notificaron que no debia beber el agua de la llave de su casa para beber y cocinar. El Sistema de Agua de ROWLAND WATER DISTRICT junto con el Departamento de Servicios de Salud de California y/o el Departamento de Salud del Condado de Los Angeles han determinado tras la supresion del riesgo de salud, seguido por un analisis completo del agua, **que puede beber el agua de su llave sin peligro. Ya no tiene que beber agua de botella.**

Para mas informacion llame a:

Contacto en el Servicio de Agua:

ROWLAND WATER DISTRICT
TOM COLEMAN, GENERAL MANAGER
(562) 697-1726

Departamento de Servicios de Salud de California:

STATE WATER RESOURCES CONTROL BOARD
DIVISION OF DRINKING WATER
SANITARY ENGINEER
(818) 551-2019

District's Letterhead

Date:

DO NOT DRINK YOUR TAP WATER

Dear Customer:

Due to the recent _____, the Rowland Water District in conjunction with the State Water Resources Control Board, Division of Drinking Water, are advising residents of the Rowland Heights, West Covina, La Puente, Hacienda Heights, and City of Industry area served by the Rowland Water District to **NOT USE THE TAP WATER FOR DRINKING UNTIL FURTHER NOTICE** but to use bottled water for drinking and cooking purposes as a safety precaution. Boiling water will **NOT** make the water safe.

Failure to follow this advisory could result in illness.

Emergency water treatment and quality testing are being conducted by _____

(District or Lab)

to resolve this water quality emergency problem. Rowland Water District will notify residents as soon as the water is safe to drink.

For more information, call:

ROWLAND WATER DISTRICT
TOM COLEMAN, GENERAL MANAGER
(562) 697-1726

STATE WATER RESOURCES CONTROL BOARD
DIVISION OF DRINKING WATER
SANITARY ENGINEER
(818) 551-2019

AFTER-ACTION REPORT

PART I - GENERAL INFORMATION	
NAME OF AGENCY: ROWLAND WATER DISTRICT	TYPE OF AGENCY: SPECIAL DISTRICT
OES ADMINISTRATIVE REGION: <input type="checkbox"/> Coastal (Oakland Office) 1300 Clay St., Ste. 408, Oakland, CA 94612 (510) 286-0895 <input type="checkbox"/> Inland (Sacramento Office) 2800 Meadowview Road, Sacramento, CA 95832 (916) 252-1772 <input type="checkbox"/> Southern (Los Alamitos Office) 11200 Lexington Dr., Bldg. 283, Los Alamitos, CA 90720-5002 (562) 795-2900	DATES OF EVENT: (MONTH/DAY/YEAR) BEGAN: ___/___/___ ENDED: ___/___/___
TYPE OF EVENT: Exercise Type: OR <input type="checkbox"/> Table Top <input type="checkbox"/> Actual Occurrence <input type="checkbox"/> Functional <input type="checkbox"/> Planned Event <input type="checkbox"/> Full-scale <input type="checkbox"/> Other (Specify) _____	TYPE OF HAZARD OR EXERCISE SCENARIO: <div style="display: flex; flex-wrap: wrap;"> <div style="width: 33%;"><input type="checkbox"/> Flood</div> <div style="width: 33%;"><input type="checkbox"/> Terrorism</div> <div style="width: 33%;"><input type="checkbox"/> Civil Disorder</div> <div style="width: 33%;"><input type="checkbox"/> Fire (Structural)</div> <div style="width: 33%;"><input type="checkbox"/> Winter Storm</div> <div style="width: 33%;"><input type="checkbox"/> Drought</div> <div style="width: 33%;"><input type="checkbox"/> Fire (Wildland)</div> <div style="width: 33%;"><input type="checkbox"/> Landslide</div> <div style="width: 33%;"><input type="checkbox"/> Earthquake</div> <div style="width: 33%;"><input type="checkbox"/> Mudslide</div> <div style="width: 33%;"><input type="checkbox"/> Other (Specify) _____</div> </div>

PART II - SEMS FUNCTIONS EVALUATED							
SEMS Function	Total Participants (Each Function)	Evaluation (Circle: (S) Satisfactory OR (NI) Needs Improvement)	CORRECTIVE ACTION REQUIRED: Check to indicate corrective action required.				
			Planning	Training	Personnel	Equipment	Facilities
Management: Public Information, Safety, Interagency, Coordination, Security, etc.		S NI					
Command (Field): Public Information, Safety, Interagency, Coordination, Security, etc.		S NI					
Operations: Law Enforcement, Fire/Rescue, Const. & Engineering, Medical/Health, Care & Shelter, etc.		S NI					
Planning/Assessment: Situation Status & Analysis Documentation, Advance Planning, Demobilization, etc.		S NI					
Finance/Administration: Purchasing, Cost Unit, Time Unit, Compensation and Claims, etc.		S NI					
Other Participants: Exercise Staff, Community Volunteers, etc. (# _____)							

TOTAL: _____

PART III - AFTER-ACTION REPORT QUESTIONNAIRE			
This questionnaire must be completed for all functional or full-scale exercises, and actual occurrences. Responses to questions 20-24 should address areas identified as "needing improvement and corrective action" in Part I; as well as any "No" answers given to questions 1-19 below:			
DISASTER NAME:		PLANNED EVENT/EXERCISE NAME:	
QUESTION:	YES	NO	NA
1. Were procedures established and in place for response to the disaster?			
2. Were procedures used to organize initial and ongoing responses?			
3. Was the ICS used to manage field response?			
4. Was Unified Command considered or used?			
5. Was your EOC and/or DOC activated?			
6. Was the EOC and/or DOC organized according to SEMS?			
7. Were sub-functions in the EOC/DOC assigned around the five SEMS functions?			
8. Were response personnel in the EOC/DOC trained?			
9. Were action plans used in the EOC/DOC?			
10. Were action planning processes used at the field response level?			
11. Was there coordination with volunteer agencies such as the Red Cross?			
12. Was an Operational Area EOC activated?			
13. Was Mutual Aid requested?			
14. Was Mutual Aid received?			
15. Was Mutual Aid coordinated from the EOC/DOC?			
16. Was an inter-agency coordination group established at the EOC/DOC level?			
17. Was communication established and maintained between agencies?			
18. Was the public alerting and warning conducted according to procedure?			
19. Was public safety and disaster information coordinated with the media?			
20. What response actions were taken by your agency? Include such things as mutual aid, number of personnel, other resources:			
21. As you responded, was there any part of SEMS that did not work for your agency? If so, how would (did) you change the system to meet your needs?			
22. As a result of your response, are any changes needed in your plans or procedures? Please provide a brief explanation:			
23. As a result of your response, please identify any specific areas not covered in the current SEMS-Approved Course of Instruction or SEMS Guidelines?			
24. If applicable, what recovery activities have you conducted to date? Include such things as damage assessment surveys, hazard mitigation efforts, reconstruction activities, and claims filed:			

PART IV - NARRATIVE

The space provided may be used if desired to provide additional comments pertaining to Part III questions, 20-24, or for any additional observations:

Form Completed By:

(Print Name)

Business Phone:
()

Your Agency Name:

Report Due Date:

____/____/____

Date Completed:

____/____/____

OES USE ONLY

Date Received:

Received by:

EMERGENCY ACTION CHECKLIST

Incident Commander

Date: _____ **Name:** _____

Time	Initials	Actions
_____	_____	Recognize an emergency situation and open the EOC
_____	_____	Set up and assign EOC positions as necessary <ul style="list-style-type: none">➤ Planning/Assessment➤ Operations➤ Administration/Finance➤ Notify PIO
_____	_____	Direct available personnel to set up EOC
_____	_____	Read this entire checklist
_____	_____	Set up your work station <ul style="list-style-type: none">◆ Put on position badge◆ Begin an EOC Activity Log<ul style="list-style-type: none">➤ Messages received➤ Action taken➤ Requests filled➤ Your time on duty
_____	_____	Review with Operations and Planning/Assessment status of incident <ul style="list-style-type: none">➤ Assess the situation➤ Define the problems. Determine which problems have sufficient attention, which need assistance➤ Estimate how long this emergency make take to end➤ Set priorities➤ Review who will do what➤ Set date/time for follow-up meeting
_____	_____	Post priorities for incident response and review with Planning/Assessment

EMERGENCY ACTION CHECKLIST

Public Information Officer @ PIO Center

Date: _____ **Name:** _____

Time	Initials	Actions
_____	_____	Read this entire checklist
_____	_____	Help set up PIO Center
_____	_____	Obtain a situation briefing
_____	_____	Location assignment received:
		➤ PIO Center
		➤ Field Assignment
		➤ Radio/TV Station assignment
_____	_____	Set up your work station
		◆ Begin a PIO Activity Log
		➤ Messages received
		➤ Action taken
		➤ Requests filled
		➤ Your time on duty
_____	_____	Employee Care and Support Unit
		➤ Coordinate any serious injury or death notifications after informing the Incident Commander
		➤ Assist with employee notifications and recall, as requested
		➤ Arrange for employee/family contacts
		➤ Arrange for shelter and feeding of water utility employees and mutual aid emergency workers, as necessary
		➤ Assist Red Cross in locating any displaced employee family members
_____	_____	Food Service
		➤ Determine if there are any present or projected critical food service needs
		➤ Obtain and process all food service orders
		➤ Coordinate the procurement and distribution of food for emergency workers
_____	_____	Assign someone to monitor TV/Radio/Scanner
_____	_____	Review communications protocols with field people
_____	_____	Establish contacts with media and provide whatever assistance is required
_____	_____	Schedule regular press briefings (if necessary). Post on board
_____	_____	Gather and disseminate instructions, warnings, and announcements
_____	_____	Release news and information. Post the information in the EOC and Media Center.
_____	_____	Ensure that field units receive copies of all releases
_____	_____	Arrange for escort and briefing service for the media and VIPs
_____	_____	Schedule expert speakers for media briefings
_____	_____	Keep in contact with EOC PIO on regular basis to stay apprised of situation

RECOVERY

_____	_____	Prepare a report on your activities during this disaster and submit to Emergency Preparedness Office
_____	_____	Submit emergency timekeeping records to Administration/Finance
_____	_____	Participate in post-emergency briefings and critique sessions
_____	_____	Complete all activity documentation and submit to Emergency Preparedness Office

EMERGENCY ACTION CHECKLIST

Operations

Date: _____ **Name:** _____

Time	Initials	Actions
_____	_____	Read this entire checklist
_____	_____	Set up your work station
		◆ Put on position badge
		◆ Begin an EOC Activity Log
		➤ Messages received
		➤ Action taken
		➤ Requests filled
		➤ Your time on duty
_____	_____	Review preliminary status of incident with Planning and IC
_____	_____	Based on priorities, make an action plan with Planning
_____	_____	Direct field personnel to reestablish communications network (if necessary)
_____	_____	Direct field personnel to do damage assessment. Any facilities not usable should be noted and reported to the IC. Advise other agencies as needed.
_____	_____	Direct field personnel, based on the action plan, to repair damaged areas
_____	_____	Initiate water sampling program (if necessary)
_____	_____	Do District employees need to work longer shifts? If so, inform Planning of potential sleeping and eating arrangements. Make schedule for shift work.
_____	_____	Continue to monitor status of system (tank levels, water quality, pressures)
_____	_____	Give policy guidance to PIO about media contacts. Should the public be warned about water quality?
_____	_____	Set time intervals for staff briefings

RECOVERY

_____	_____	Prepare a report on your activities during the disaster and submit to the Emergency Preparedness Office
_____	_____	Submit emergency timekeeping records to Administration/Finance
_____	_____	Participate in post-emergency briefings and critique sessions
_____	_____	Complete all activity documentation and submit to Emergency Preparedness Office

EMERGENCY ACTION CHECKLIST

Planning/Assessment

Date: _____ Name: _____

Time	Initials	Actions
_____	_____	Read this entire checklist
_____	_____	Set up your work station
_____	_____	<ul style="list-style-type: none"> ◆ Put on position badge ◆ Begin an EOC Activity Log <ul style="list-style-type: none"> ➤ Messages received ➤ Action taken ➤ Requests filled ➤ Your time on duty
_____	_____	Gather initial information of incident
_____	_____	<ul style="list-style-type: none"> ◆ How big is incident (areas affected) ◆ Are company personnel in area of incident ◆ What other agencies are responding ◆ Determine what communication sources are online ◆ Are other utilities affected by incident
_____	_____	Begin call-in procedure of needed personnel. Record result of all calls.
_____	_____	On EOC boards, list all personnel available
_____	_____	On EOC boards, list all equipment available
_____	_____	Establish a log of requested equipment and the status of those requests. Pursue acquiring any necessary supplies.
_____	_____	If Administration/Finance personnel are not present, begin Administration/Finance Checklist
_____	_____	Place pertinent information on status board and map. Set up status board geographic areas of concern
_____	_____	Brief IC and Operations
_____	_____	Develop with Operations an action plan to:
_____	_____	<ol style="list-style-type: none"> 1. Protect the lives of RWD employees 2. Protect RWD property 3. Restore or insure safe water to the customers
_____	_____	Place outline of action plan on board
_____	_____	Continue to monitor company radio and update boards as status changes
_____	_____	Make contact with responding agencies to gather more information. Inform Operations of any tactical needs by those agencies

RECOVERY

_____	_____	Prepare a report on your activities during the disaster and submit to the Emergency Preparedness Office
_____	_____	Submit emergency timekeeping records to Administration/Finance
_____	_____	Participate in post-emergency briefings and critique sessions
_____	_____	Complete all activity documentation and submit to Emergency Preparedness Office

EMERGENCY ACTION CHECKLIST

Administration/Finance

Date: _____ Name: _____

Time	Initials	Actions
_____	_____	Read this entire checklist
_____	_____	Set up your work station
		◆ Put on position badge
		◆ Begin an EOC Activity Log
		➤ Messages received
		➤ Action taken
		➤ Requests filled
		➤ Your time on duty
_____	_____	Establish "E" Work Order (use year of incident, e.g. E-1999). Post this number on the Incident Status Notes board
_____	_____	Establish Claim Log and record all incoming claims
_____	_____	Direct that petty cash be brought to the EOC
_____	_____	Petty Cash received in EOC
_____	_____	Record amount of petty cash received \$ _____
_____	_____	Establish petty cash disbursement method

RECOVERY

_____	_____	Prepare a report on your activities during the disaster and submit to the Emergency Preparedness Office
_____	_____	Submit emergency timekeeping records to Administration/Finance
_____	_____	Participate in post-emergency briefings and critique sessions
_____	_____	Complete all activity documentation and submit to Emergency Preparedness Office



(Alternate)

**THIS NUMBER MUST APPEAR
ON PACKING LIST AND/OR INVOICES**

S H - P I O

Ordered By:

3021 S. Fullerton Rd., Rowland Heights, CA

EMERGENCY PLEASE EXPEDITE

AUTHORIZED SIGNATURE: _____ TITLE: _____ DATE: _____

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APPENDIX

TWO

RECEIVED
SEP 19 2003



County of Los Angeles
Emergency Public Information Policies
August 2003

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LOS ANGELES COUNTY EMERGENCY PUBLIC INFORMATION POLICIES

PURPOSE/MISSION

The purpose of this document is to establish the policies that will guide information the County of Los Angeles provides the public in time of crisis or disaster. These policies also provide a framework for how the County provides accurate, timely, appropriate, consistent and coordinated information. Elements of this document will also be used when there is "pre-event" public concern about a possible emergency/disaster, and in the recovery phase after a major disaster.

The Emergency Public Information (EPI) mission is to provide timely and accurate disaster-related information to the media and the public during and immediately following an emergency/disaster. The purpose of EPI is to pro-actively alert, inform and reassure. Information will be accurate and timely, with messages that are clear and consistent. Alert and warning messages always have the highest priority in any emergency. It is also important that timely information and reassurance messages be developed and released to the public.

RELATIONSHIP TO THE EMERGENCY RESPONSE PLAN

This document complies with the requirements of the Operational Area (OA) Emergency Response Plan. Users of this document are expected to be familiar with the OA Emergency Response Plan and the Disaster Information Reporting Procedures.

PROPONENT

The County Office of Emergency Management (OEM) is responsible for developing plans for EPI. When the Los Angeles County Emergency Operations Center (CEOC) is activated, EPI will be directed and coordinated by the CEOC Manager (Sheriff's Department).

County of Los Angeles
Emergency Public Information Policies

POLICIES

EPI policies have been established in order to ensure that County departments are prepared to handle disaster-related media inquiries and public information in a timely, responsible manner.

- 1) In the event of a CEOC activation, the Sheriff's Department will coordinate all EPI consistent with these policies during the response phase of a disaster.
- 2) In the event of a CEOC activation OEM, in concert with the CAO's Public Affairs (PA) Office, will provide information to the Board of Supervisors; coordinate and disseminate information and news to County employees, the Emergency Digital Information System (EDIS), and the County's Disaster hotline, and ensure that information and news messages are sent to cities and school districts.
- 3) Each County department is responsible for establishing an EPI program to address their specific responsibilities.
- 4) Some emergencies, such as a terrorist event or threat, cause great public concern. In these instances, the Sheriff and CAO (Office of Emergency Management and Public Affairs) will work with the Board of Supervisors' public information officers and key departments to develop a specific EPI strategy to meet the needs of the emergency. This will not be limited to news media releases, but may include town hall meetings conducted by Board members, and public service announcements through radio and television public affairs programs. Additionally, press releases will be distributed through Operational Area partners (e.g., schools and non-profit organizations).
- 5) EPI will use all available and effective means of disseminating EPI messages. This includes press releases, radio and television, and the use of INFO LINE. Information pamphlets and brochures will be distributed in public places and notices to County employees.
- 6) The CEOC PIO function will be available to support public safety announcements by the Sheriff's Department, the Fire Department, the Department of Health Services, the Department of Mental Health, and the Department of Public Works. Copies of all departmental press releases must be sent to the CEOC.
- 7) CAO staff will place EPI information releases on appropriate County public websites.
- 8) CAO staff will share all County press releases with the cities and the California Office of Emergency Services simultaneously with their release to the news media.

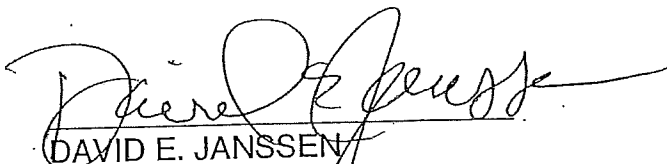
County of Los Angeles
Emergency Public Information Policies

- 9) CAO staff will keep the County Board of Supervisors updated and, when appropriate, include them as public information communicators. County Supervisors are credible and effective communicators who are an integral part of the communication process. The CAO's Public Affairs Office and the Office of Emergency Management will coordinate crisis communications with each district's public information officer.
- 10) The Sheriff's Department is the administrator of the Emergency Alert System (EAS) and is responsible for the emergency alerting and warning function. The Sheriff is responsible for the content and authenticity of any EAS broadcasts made in the Los Angeles County Operational Area. Upon activation of the CEOC, the Sheriff's Department will also have the lead responsibility for emergency alerts and warnings over the statewide EDIS.
- 11) County departments will not make public statements regarding subjects or situations where they have no expertise, or where another department, a city government, a Federal agency, a State agency or a private organization is clearly the better choice to speak on the subject. County department staff will not speak on behalf of another agency without prior clearance of that agency.
- 12) County departments will not answer any questions relating to the number of deaths attributed to the emergency/disaster. All questions relating to deaths must be referred to the County Coroner's office. The PIO at the CEOC may answer questions about the number of deaths as long as the answers are based on information provided by the Coroner. The Coroner will provide continual updates to the CEOC regarding confirmed deaths.
- 13) EPI will be tested during annual countywide emergency exercises.

County of Los Angeles
Emergency Public Information Policies

APPROVAL

Approved by the Emergency Management Council
August 20, 2003


DAVID E. JANSSEN
Chief Administrative Officer
Chair, Emergency Management Council

9-10-03
DATE

DISTRIBUTION

County Emergency Management Council
Department Heads
Emergency Management Council Steering Committee
Emergency Management Council Subcommittee
Board Emergency Preparedness Deputies
Board Press Deputies
Emergency Preparedness Commission
Department Emergency Coordinators
Department PIOs
Special District Emergency Coordinators
Disaster Management Area Coordinators
City Managers
City Emergency Services Coordinators
OES Southern Region
American Red Cross Disaster Services Coordinator (Los Angeles Chapter)
Emergency Network Los Angeles
The Salvation Army
Sheriff's Headquarters Bureau

LOS ANGELES COUNTY STRATEGIC PLAN FOR HOMELAND SECURITY/OFFICE OF DOMESTIC PREPAREDNESS GRANTS

PURPOSE: This Strategic Plan provides guidance and priorities for the use of grant funding associated with terrorism preparedness. It is not meant to be a limiting strategy but rather to set goals and objectives that can serve as a framework for the use of grant funding. The goals in this plan may also serve to support advocacy, including lobbying, for grant funding in the Los Angeles County Operational Area.

VISION: The Los Angeles County Operational Area will be well-prepared to prevent, respond to, and recovery from Chemical, Biological, Radiological, Nuclear, and Explosive (CBRNE) terrorist events, including Weapons of Mass Destruction (WMD) attacks.

MISSION: Grant funding is used to enhance the ability of the Los Angeles County Operational Area to manage grant operations, and to plan for, prevent, detect, report, respond to, and recover from events of terrorism involving CBRNE, to include those associated with WMD. Goals for this mission **are not** listed in priority.

Goal 1 – Grant Management. The grant management process employs grant funds to enable the Los Angeles County Operational Area to develop and maintain a terrorism-related grants program that is both representative of the Los Angeles County Operational Area and is able to quickly identify, respond to, request, and successfully obtain grants that will support the vision of this strategic plan.

Objective 1 – Grant Management Team. The County Office of Emergency Management (OEM) is the primary grant manager for the Los Angeles County Operational Area. OEM maintains a team that is knowledgeable and experienced at managing the grant process. This team consists of both OEM staff and consultants hired using grant administration funding.

Objective 2 – Grant Application System. The Grant Management Team maintains an on-line Grant Application System that enables eligible jurisdictions and agencies to quickly and easily apply for and report status of applicable grants and access necessary grant information and history.

Objective 3 – Grant Planning Task Force. The Grant Management Team organizes and leads a Grant Planning Task Force that is representative of those jurisdictions and agencies that are eligible to apply for a given grant. The Grant Planning Task Force mission is to: develop recommended Los Angeles County Operational Area priorities and strategies for using grant funds; ensure that eligible jurisdictions and agencies are notified of the grant opportunities; and, review

LOS ANGELES COUNTY STRATEGIC PLAN FOR HOMELAND SECURITY/OFFICE OF DOMESTIC PREPAREDNESS GRANTS

applications for grant funding to identify those that best meet the established priorities and strategy.

Objective 4 – Grant Approval Authority. The approval authority is a small group of senior executives with the vision and responsibility to prepare the Los Angeles County Operational Area to respond to terrorist events. They provide guidance, direction, and approval of the work of the Grant Planning Task Force. The Grant Approval Authority composition will be determined by the County Sheriff (in his role as the County's Director of Homeland Security), and the Chief Administrative Officer (in his role as the Director of the County's Office of Emergency Management) unless otherwise mandated by the grant provider,

Goal 2 – Planning. Grant recipients will strengthen the Los Angeles County Operational Area's ability to respond to CBRNE/WMD events by employing grant funds to develop specific plans that identify response capabilities and training necessary to respond to and resolve small scale and large scale (WMD) CBRNE events.

Objective 1 – Vulnerabilities. Develop a critical facilities list of both generic and specific critical facilities throughout the Los Angeles County Operational Area, which, if attacked, can have the greatest impact on life and the quality of life, as well as the psychological well-being of residents. While this list can not be made a public document, it must be available to those with responsibility for planning and executing operations during a terrorist event.

Objective 2 – Needs Assessment. Develop a Needs Assessment that identifies specific capabilities needed to respond to CBRNE/WMD events. Based on vulnerabilities, recommend geographic alignment of needed capabilities.

Objective 3 – CBRNE/WMD Response Plans. Develop a plan for each specific type of terrorist-related CBRNE small scale and large scale (WMD) attack. At a minimum, plans are to describe the threat; the capabilities and disciplines required to respond to the threat; the operational tactics, techniques, and procedures that responders must be familiar with to resolve the threat; the training programs and equipment necessary to ensure that responders will be able to effectively act; and management structures required to oversee and support response operations.

Objective 4 – Play Books. Develop Play Books that describe response operations for the highest priority critical facilities. These Play Books must, at a minimum, describe the facility to include photos, floor plans, and information on critical facility systems, and how responders will secure the facility and conduct life-safety operations in support of a CBRNE/WMD incident at the facility. These will not be public documents.

LOS ANGELES COUNTY STRATEGIC PLAN FOR HOMELAND SECURITY/OFFICE OF DOMESTIC PREPAREDNESS GRANTS

Goal 3 – Prevention. The Los Angeles County Operational Area employs grant funds to strengthen the ability of “1st Preventers” to disrupt terrorist actions before they occur.

Objective 1 – Awareness. Prioritize funding to enhance the ability of key law enforcement and health agencies to continually collect, analyze, and share appropriate intelligence information and knowledge to allow organizations and individuals to anticipate requirements and act/react effectively. This includes funding to support the ability to rapidly gain access to intelligence developed by State, Federal, and international agencies; and conduct intelligence fusion and analysis to determine potential impact on the Operational Area. Funding must support systems that will allow the rapid sharing of appropriate alerting and warning information with emergency management and other non-law enforcement agencies.

Objective 2 – Prevention. Provide funding to allow the rapid deployment of appropriate assets to stop an incident from occurring, or to mitigate an incident's effects. This includes support for systems that will allow rapid establishment of temporary countermeasures such as: operations aimed at deterring, preempting, interdicting, or disrupting illegal activity; security operations; enhanced surveillance (to include public health surveillance and testing); heightened inspections; investigations to determine the validity of intelligence; and the rapid deployment of appropriate health countermeasures.

Goal 4 – Detecting. Employ grant funds to enhance the ability of 1st Responders to detect that an event involves CBRN (NOTE: The “E” is left off here as detection equipment is not needed to determine if an explosion has taken place.) material.

Objective 1 – Simple Detection. Provide simple detection gear and training to those 1st Responders whose mission would normally require that they be the first to arrive at an incident. This equipment must be capable of detecting chemical or radiological contamination in a manner such that Responders can determine that unprotected people should quickly leave the area and that more complex detection equipment will be required.

Objective 2 – Complex Detection. Provide selected jurisdictions with the equipment and training to determine the type of contamination present as well as its strength, and the ability to quickly estimate potential contamination areas. This includes providing complex detection equipment to Public Health and the Coroner so that these agencies can detect contamination in the course of their normal operations.

Goal 5 – Reporting. Use grant funding to ensure that necessary systems and training are in place to rapidly transmit information on CBRNE/WMD events and associated incidents. Information must flow from trained and equipped 1st Responders through their agency response systems to jurisdictional Emergency Operations Centers (EOCs) and from EOCs through the Los Angeles County Operational Area EOC (CEOC) to State and Federal agencies. At the same time, 1st Responder agency communications

LOS ANGELES COUNTY STRATEGIC PLAN FOR HOMELAND SECURITY/OFFICE OF DOMESTIC PREPAREDNESS GRANTS

systems must be able to provide necessary information to their corresponding agencies (both adjacent and at County, State, and Federal levels). Information systems must include the ability to transmit voice, data, and visual information.

Objective 1 – Alert 1st Response Agencies to the Existence of a CBRNE Event. Provide the means for the agency detecting a CBRNE event to rapidly notify appropriate authorities so that a timely alert can be issued to appropriate 1st Response agencies.

Objective 2 – Alert the Public to the Existence of a CBRNE Event. Provide the means for appropriate authorities to alert the public to the existence of a CBRNE event.

Objective 3 – Incident Interoperable Communications. Ensure that 1st and 2nd Responder radio systems will be able to support the unified Incident Command System. Responders must be trained to use these systems.

Objective 4 – Jurisdictional Response Communications Systems. Ensure that jurisdictions have in place the necessary communications systems to transmit information (voice, data, visual) from the Incident Command Post through agency headquarters, to jurisdictional EOCs. Systems should allow the rapid exchange of information between response agencies as well as to the jurisdictional EOC.

Objective 5 – Los Angeles County Operational Area Response Communications Systems. Ensure that the LOS ANGELES COUNTY OPERATIONAL AREA has in place necessary communications systems to move information from jurisdictional EOCs and agencies to the CEOC and County level response agencies. Systems should allow for the rapid exchange of information between response agencies as well as to the CEOC.

Objective 6 – Communications to State Agencies. Ensure that the Los Angeles County Operational Area has communications systems that are compatible with the State's emergency management requirements and can pass information rapidly to the State in accordance with the State's requirements.

Goal 6 – Responding. Use grant funding to strengthen the ability of 1st and 2nd Response agencies to quickly and safely secure a CBRNE/WMD incident, and quickly, safely, and efficiently save lives and reduce the loss of property, while supporting the investigation of the potential causes of the incident. NOTE: 1st Response agencies are those with a mandate and equipment to go into a hazardous area to save lives and property and stabilize the situation; 2nd Response agencies are those that operate in the areas declared non-hazardous by 1st Response agencies.

Objective 1 – Personal Protective Equipment (PPE). Ensure that responders have the necessary PPE and training to safely enter contaminated areas.

LOS ANGELES COUNTY STRATEGIC PLAN FOR HOMELAND SECURITY/OFFICE OF DOMESTIC PREPAREDNESS GRANTS

Objective 2 – Communications. Ensure that responders have the necessary communications equipment to safely operate at an incident site.

Objective 3 – Training. Ensure that responders have sufficient and appropriate training in accord with their responsibilities and resources.

Goal 7 – Recovery. Use grant funds to improve the ability of impacted jurisdictions and their residents to quickly return to a normal, fear free existence after a CBRNE/WMD event, and improve government's ability to bring the perpetrators of an incident to justice.

Objective 1 – Restoration of government operations. Ensure that government has the necessary systems in-place to quickly restore the provision of goods and services to areas impacted by a terrorist event. This includes completion of County business continuity planning for the most critical services, and assisting local governments to develop effective plans for continuity of government.

Objective 2 – Site restoration plans. Provide support for the development, coordination, and execution of terrorist incident site and service restoration plans for impacted private and public sector agencies.

Objective 3 – Emergency Public Information. Develop an effective multi-jurisdiction public information program to control rumors and provide messages of reassurance in a way that will ensure consistency of messages between governments.


Objective 4 – Mental Health recovery programs. Develop plans to ensure the prompt delivery of appropriate mental health services to provide the tools people need to restore normalcy in their lives.

Objective 5 – Assist in community and economic recovery. Ensure local residents, businesses, nonprofit organizations, and governments have full access to federal and state recovery assistance programs.

Objective 6 – Prosecution of perpetrators. Ensure local criminal justice agencies have the training and systems in place to quickly initiate the prosecution of national and international terrorists.

**LOS ANGELES COUNTY STRATEGIC PLAN FOR HOMELAND SECURITY/OFFICE OF
DOMESTIC PREPAREDNESS GRANTS**

Approved by the Emergency Management Council
August 20, 2003



DAVID E. JANSSEN
Chief Administrative Officer
Chair, Emergency Management Council

DISTRIBUTION

County Departments
County Office of Security Management
County Office of Public Safety
Cities
Disaster Management Area Coordinators
Special Districts
Governor's Office of Emergency Services, Southern Region



Linda S. Adams
Secretary for
Environmental Protection



Department of Toxic Substances Control

Maureen F. Gorsen, Director
1001 "I" Street
P.O. Box 806
Sacramento, California 95812-0806



Arnold Schwarzenegger
Governor

CONSOLIDATED TRANSPORTERS

List of registered hazardous waste transporters that have notified the Department of Toxic Substances Control of their intent to operate under the consolidated manifesting procedures per Health and Safety Code section 25160.2. **This list was last updated on August 7, 2006.** To check the current registration status of a hazardous waste transporter, you can log on to www.dtsc.ca.gov/database/Transporters/Trans000.cfm or call (916) 255-4368.

Disclaimer: Information provided is for guidance purposes only. The accuracy of the data is not warranted or guaranteed. The listed county indicates the primary transporter address. Transporters may operate in other counties.

Reg. Number	Transporter Name	County Name
5362	A & R TRANSPORT	SAN BERNARDINO
1386	A & S METAL RECYCLING, INC.	LOS ANGELES
4033	ABE ARENS BROTHERS ENVIRONMENTAL INC.	EL DORADO
5116	ACTION WASTE OIL SERVICE, LLC	LOS ANGELES
4285	ADVANCED CHEMICAL RECYCLING ENT. INC	LOS ANGELES
3314	ALL PHASE ENVIRONMENTAL SERVICES	ORANGE
3929	ALL VALLEY DISPOSAL, INC.	FRESNO
4439	ALPHA OIL CO.	LOS ANGELES
2018	AMBERWICK CORPORATION	LOS ANGELES
1601	AMERICAN OIL COMPANY	LOS ANGELES
5076	AMERICAN PARTS CLEANER SERVICE	LOS ANGELES
3744	AMERICAN VALLEY WASTE OIL INC.	MERCED
4148	ANTIFREEZE DELIVERY SYSTEMS	SAN DIEGO
4006	ARENS ENVIRONMENTAL SERVICES, INC.	SOLANO
15	ASBURY ENVIRONMENTAL SERVICES	LOS ANGELES
4663	AVALON ENVIRONMENTAL SERVICES	ORANGE
3655	BAY VALLEY ENVIRONMENTAL, INC	SANTA CLARA
3488	BAYSIDE OIL II, INC.	SANTA CRUZ
4391	BENNY'S MAINTENANCE & OIL FILTER RECYCLING	LOS ANGELES
570	BLACK GOLD INDUSTRIES	VENTURA
3697	BLACK STAR OIL CO	LOS ANGELES
4537	BMG OIL SERVICE LLC	LOS ANGELES
5166	BOBSTER, INC.	SAN JOAQUIN
1999	BUTLER OIL CO.	LOS ANGELES
5186	CA PUMPING, INC.	LOS ANGELES
5182	CALDERA'S TRUCKING	LOS ANGELES
4453	CALIFORNIA COOL	LOS ANGELES

Reg. NumberTransporter NameCounty Name

3713	CALIFORNIA COOLANT SERVICE	SAN JOAQUIN
3894	CALIFORNIA OIL TRANSPORT, INC	LOS ANGELES
5394	CALIFORNIA TRANSPORT	SANTA CLARA
5342	CAMKAL INDUSTRIAL TRANSPORT, LLC	SAN FRANCISCO
5114	CARRS WASTE OIL SERVICE	LOS ANGELES
5340	CEJA TRUCKING	RIVERSIDE
5006	CHMT DBA UNITED EAGLE TRANSPORTATION, INC.	SAN FRANCISCO
4483	COLE'S SERVICES, INC.	KERN
75	CRANE'S WASTE OIL, INC.	KERN
3575	D & R OIL COMPANY	LOS ANGELES
5336	DOER ENVIRONMENTAL LLC	LOS ANGELES
3954	E.T. ABATEMENT INC.	STANISLAUS
3534	EFR ENVIRONMENTAL SERVICES INC.	SAN DIEGO
4611	ENVIRONMENTAL AUTOMOTIVE PRODUCTS	SAN DIEGO
242	EVERGREEN ENVIRONMENTAL SERVICES	ALAMEDA
1056	EXPRESS OIL COMPANY	LOS ANGELES
2950	FILTER RECYCLING SERVICES, INC.	SAN BERNARDINO
3544	FREMOUW ENVIRONMENTAL SERVICES, INC.	SOLANO
3711	FRS ENVIRONMENTAL INC.	RIVERSIDE
382	G I PUMPING CO.	LOS ANGELES
4771	GARRIS ENVIRONMENTAL CORP.	UNKNOWN
4549	GOLDEN STATE ENVIRONMENTAL	SANTA CLARA
3432	GOLDEN STATE ENVIRONMENTAL SERVICE INC.	SAN BERNARDINO
219	GOLDEN WEST OIL CO. INC.	SAN BERNARDINO
5098	HAWTHORNE MACHINERY COMPANY	SAN DIEGO
4639	HAWTHORNE POWER SYSTEMS	SAN DIEGO
3724	HAZ MAT SERVICES, INC.	ORANGE
1148	HAZARDOUS TECHNOLOGIES, INC.	LOS ANGELES
4803	HEAVY METAL ENVIRONMENTLA SERIVICES, INC.	SAN DIEGO
1849	HOT TANK SUPPLY COMPANY	FRESNO
2986	INDUSTRIAL SOLVENT & CHEMICAL CO.	SAN DIEGO
1045	ISLAND ENVIRONMENTAL SERVICES, INC.	LOS ANGELES
145	JACK STONE DRAINAGE OIL SERVICE	LOS ANGELES
5002	JENAL ENGINEERING CORPORATION	SAN DIEGO
3863	JOHNSON MACHINERY CO.	RIVERSIDE
4173	JOHNSON POWER SYSTEMS	RIVERSIDE
3420	JSE ENVIRONMENTAL SERVICES, INC.	SAN BERNARDINO
3468	KERN OIL FILTER RECYCLING	KERN
2387	KWIK-KLEEN	SAN BERNARDINO
2486	L & H CONSULTING, INC.	VENTURA
5334	LARRY WILLIAMS TRUCKING	SAN FRANCISCO
319	LEACH OIL COMPANY INC	LOS ANGELES
2369	LIGHTNING OIL CO. INC.	LOS ANGELES
5074	LOS ANGELES PUMPING	LOS ANGELES
481	MARK ALÁRCON'S WASTE OIL SERVICE	SAN BERNARDINO
3670	MAXIMUM OIL SERVICE	SOLANO
5332	MCD TRUCKING LLC	SAN FRANCISCO
4451	MILLAN TRUCKING	SANTA CLARA

Reg. NumberTransporter NameCounty Name

4681	MILLENIUW WASTE OIL	LOS ANGELES
5380	MILLENNIUM ENVIRONMENTAL SERVICES, INC.	VENTURA
136	MORGAN ENVIRONMENTAL SERVICES INC.	ALAMEDA
539	NORTH STATE ENVIRONMENTAL	SAN MATEO
1943	OIL CONSERVATION SERVICE, INC.	FRESNO
2039	OIL RE-REFINING COMPANY INC.	UNKNOWN
3424	ONYX ENVIRONMENTAL SERVICES, LLC	UNKNOWN
3872	PACIFIC CASCADE CONSTRUCTION	SAN BERNARDINO
971	PACIFIC COAST LACQUER (PCL)	LOS ANGELES
3115	PACIFIC OIL COMPANY	LOS ANGELES
3259	PHILIP WEST INDUSTRIAL SERVICES, INC.	SOLANO
2049	PHOTO WASTE RECYCLING CO. INC.	MARIN
5346	PROLEUM	LOS ANGELES
3682	QUINN COMPANY	FRESNO
519	R C A OIL RECOVERY	ALAMEDA
4257	RAE-VAC PUMPING	LOS ANGELES
518	RAMOS ENVIRONMENTAL SERVICES, INC.	YOLO
5250	RDO EQUIPMENT COMPANY	SAN DIEGO
5086	RECYCLE IT ENVIRONMENTAL SERVICES INC	LOS ANGELES
531	RENO DRAIN OIL SERVICE	UNKNOWN
2331	RICARDO D. TADEO WASTE OIL SERVICE	LOS ANGELES
160	ROMIC ENVIRONMENTAL TECHNOLOGIES CORPORATION	SAN MATEO
3130	SACRAMENTO WASTE OIL	SACRAMENTO
4837	SAN FERNANDO OIL	LOS ANGELES
3983	SHAFFS TRANSPORTATION	KERN
3164	STARLITE RECLAMATION ENVIRONMENTAL SERVICES, INC.	SAN BERNARDINO
2102	TECHNICHEM	ALAMEDA
4807	THE REFINERY MOBILE DIVISION, INC.	UNKNOWN
3871	THERMO FLUIDS INC	UNKNOWN
4094	TOXGUARD FLUID TECHNOLOGIES INC.	ORANGE
4629	TRANSTITAN, LLC	UNKNOWN
2312	TRIAD TRANSPORT, INC.	UNKNOWN
2256	TTS ENVIRONMENTAL INC.	SOLANO
4289	TULARE COUNTY YOUTH CORPS	TULARE
4084	UNIVERSAL WASTE OIL CO	LOS ANGELES
843	WASTE OIL RECOVERY SYSTEMS, INC.	ALAMEDA
5382	WEST VALLEY ENVIRONMENTAL	LOS ANGELES
4246	WORLDWIDE RECOVERY SYSTEMS, INC.	LOS ANGELES

<u>Reg. Number</u>	<u>Transporter Name</u>	<u>County Name</u>
4681	MILLENIUW WASTE OIL	LOS ANGELES
5380	MILLENNIUM ENVIRONMENTAL SERVICES, INC.	VENTURA
136	MORGAN ENVIRONMENTAL SERVICES INC.	ALAMEDA
539	NORTH STATE ENVIRONMENTAL	SAN MATEO
1943	OIL CONSERVATION SERVICE, INC.	FRESNO
2039	OIL RE-REFINING COMPANY INC.	UNKNOWN
3424	ONYX ENVIRONMENTAL SERVICES, LLC	UNKNOWN
3872	PACIFIC CASCADE CONSTRUCTION	SAN BERNARDINO
971	PACIFIC COAST LACQUER (PCL)	LOS ANGELES
3115	PACIFIC OIL COMPANY	LOS ANGELES
3259	PHILIP WEST INDUSTRIAL SERVICES, INC.	SOLANO
2049	PHOTO WASTE RECYCLING CO. INC.	MARIN
5346	PROLEUM	LOS ANGELES
3682	QUINN COMPANY	FRESNO
519	R C A OIL RECOVERY	ALAMEDA
4257	RAE-VAC PUMPING	LOS ANGELES
518	RAMOS ENVIRONMENTAL SERVICES, INC.	YOLO
5250	RDO EQUIPMENT COMPANY	SAN DIEGO
5086	RECYCLE IT ENVIRONMENTAL SERVICES INC	LOS ANGELES
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2331	RICARDO D. TADEO WASTE OIL SERVICE	LOS ANGELES
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3130	SACRAMENTO WASTE OIL	SACRAMENTO
4837	SAN FERNANDO OIL	LOS ANGELES
3983	SHAFFS TRANSPORTATION	KERN
3164	STARLITE RECLAMATION ENVIRONMENTAL SERVICES, INC.	SAN BERNARDINO
2102	TECHNICHEM	ALAMEDA
4807	THE REFINERY MOBILE DIVISION, INC.	UNKNOWN
3871	THERMO FLUIDS INC	UNKNOWN
4094	TOXGUARD FLUID TECHNOLOGIES INC.	ORANGE
4629	TRANSTITAN, LLC	UNKNOWN
2312	TRIAD TRANSPORT, INC.	UNKNOWN
2256	TTS ENVIRONMENTAL INC.	SOLANO
4289	TULARE COUNTY YOUTH CORPS	TULARE
4084	UNIVERSAL WASTE OIL CO	LOS ANGELES
843	WASTE OIL RECOVERY SYSTEMS, INC.	ALAMEDA
5382	WEST VALLEY ENVIRONMENTAL	LOS ANGELES
4246	WORLDWIDE RECOVERY SYSTEMS, INC.	LOS ANGELES

Appendix M - 2013-2014 CUWCC BMP Reports

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CUWCC BMP Retail Coverage Report 2013

Foundational Best Management Practices for Urban Water Efficiency

BMP 1.1 Operation Practices

ON TRACK

191 Rowland Water District

1. Conservation Coordinator provided with necessary resources to implement BMPs?

Name:

ROSE PEREA

Title:

DIR. OF ADMIN. SVCS.

Email:

rperea@rowlandwater.com

2. Water Waste Prevention Documents

WW Document Name	WWP File Name	WW Prevention URL	WW Prevention Ordinance Terms Description
Option A Describe the ordinances or terms of service adopted by your agency to meet the water waste prevention requirements of this BMP.	Ordinance No. 0-5-2009 Establishing a Water Conservation and Water Shortage Contingency Plan.pdf		
Option B Describe any water waste prevention ordinances or requirements adopted by your local jurisdiction or regulatory agencies within your service area.			
Option C Describe any documentation of support for legislation or regulations that prohibit water waste.			
Option D Describe your agency efforts to cooperate with other entities in the adoption or enforcement of local requirements consistent with this BMP.			
Option E Describe your agency support positions with respect to adoption of legislation or regulations that are consistent with this BMP.			
Option F Describe your agency efforts to support local ordinances that establish permits requirements for water efficient design in new development.			

At Least As effective As

No

Exemption

No

Comments:



CUWCC BMP Retail Coverage Report 2013
Foundational Best Management Practices for Urban Water Efficiency

BMP 1.1 Operation Practices

ON TRACK

Rowland Water District is located in the unincorporated area of Los Angeles County and serves portions of Rowland Heights, La Puente, Hacienda Heights, City of Industry and West Covina



CUWCC BMP Coverage Report 2013

Foundational Best Management Practices For Urban Water Efficiency

BMP 1.2 Water Loss Control

ON TRACK

191 Rowland Water District

Completed Standard Water Audit Using AWWA Software? Yes

AWWA File provided to CUWCC? Yes

Copy_of_awwa-was-FY2012-13.xls

AWWA Water Audit Validity Score? 75

Complete Training in AWWA Audit Method? Yes

Complete Training in Component Analysis Process? Yes

Component Analysis? Yes

Repaired all leaks and breaks to the extent cost effective? Yes

Locate and Repair unreported leaks to the extent cost effective? Yes

Maintain a record keeping system for the repair of reported leaks, including time of report, leak location, type of leaking pipe segment or fitting, and leak running time from report to repair. Yes

Provided 7 Types of Water Loss Control Info

Leaks Repairs	Value Real Losses	Value Apparent Losses	Miles Surveyed	Press Reduction	Cost Of Interventions	Water Saved (AF)
814	87589	184424	0	False		

At Least As effective As

No

Exemption

No

Comments:

No unaccounted for water losses during 2013.



CUWCC BMP Coverage Report 2013

Foundational Best Management Practices For Urban Water Efficiency

ON TRACK

BMP 1.3 Metering With Commodity

Exempt

191 Rowland Water District

Numbered Unmetered Accounts No

Metered Accounts billed by volume of use Yes

Number of CII Accounts with Mixed Use Meters 0

Conducted a feasibility study to assess merits of a program to provide incentives to switch mixed-use accounts to dedicated landscape meters? No

Feasibility Study provided to CUWCC? No

Date: 1/1/0001

Uploaded file name:

Completed a written plan, policy or program to test, repair and replace meters No

At Least As effective As

No

Exemption

Yes

Cost Effectiveness

Comments:

It is not cost effective at this time. We will review at the next reporting period to assess the possibility of completing a feasibility study.



CUWCC BMP Coverage Report 2013

Foundational Best Management Practices For Urban Water Efficiency

BMP 1.4 Retail Conservation Pricing

On Track

191 Rowland Water District

Implementation (Water Rate Structure)

Customer Class	Water Rate Type	Conserving Rate?	(V) Total Revenue Commodity Charges	(M) Total Revenue Fixed Carges
Single-Family	Increasing Block	Yes	6398260	3388196
Multi-Family	Uniform	Yes	1403547	461907
Commercial	Uniform	Yes	4547166	1505515
Other	Uniform	Yes	617181	176909
Other	Uniform	Yes	222169	79642
Dedicated Irrigation	Other	No	752259	167354
			13940582	5779523

Calculate: $V / (V + M)$

71 %

Implementation Option: Use Annual Revenue As Reported

☐ Use 3 years average instead of most recent year

Canadian Water and Wastewater Association

Upload file:

Agency Provide Sewer Service: No

At Least As effective As

No

Exemption

No

Comments:



CUWCC BMP Coverage Report 2013

Foundational Best Management Practices For Urban Water Efficiency

BMP 2.1 Public Outreach

ON TRACK

191 Rowland Water District

Retail

Does your agency perform Public Outreach programs? Yes

The list of wholesale agencies performing public outreach which can be counted to help the agency comply with the BMP

Metropolitan Water District of SC, Three Valleys Municipal Water District	
Cindy DeChaine, Three Valleys MWD, cdechaine@tvmwd.com	
Agency Name	ID number
Metropolitan Water District of SC	161
Three Valleys Municipal Water District	223

The name of agency, contact name and email address if not CUWCC Group 1 members

Metropolitan Water

Did at least one contact take place during each quarter of the reporting year? Yes

Public Outreach Program List	Number
Newsletter articles on conservation	13500
Flyers and/or brochures (total copies), bill stuffers, messages printed on bill, information packets	13500
General water conservation information	167900
Website	13500
Total	208400

Did at least one contact take place during each quarter of the reporting year? Yes

Number Media Contacts	Number
News releases	8
Total	8

Did at least one website update take place during each quarter of the reporting year? Yes

Public Information Program Annual Budget

Annual Budget Category	Annual Budget Amount
CONSERVATION	10000
COMMUNITY OUTREACH	120000
Total Amount:	130000

Public Outreach Additional Programs

6 Community Outreach Events

Description of all other Public Outreach programs



CUWCC BMP Coverage Report 2013

Foundational Best Management Practices For Urban Water Efficiency

BMP 2.1 Public Outreach

ON TRACK

Conservation

Comments:

At Least As effective As

No

Exemption

No

0



CUWCC BMP Coverage Report 2013

Foundational Best Management Practices For Urban Water Efficiency

BMP 2.2 School Education Programs

ON TRACK

191 Rowland Water District

Retail

Does your agency implement School Education programs? Yes

The list of wholesale agencies performing public outreach which can be counted to help the agency comply with the BMP

Metropolitan Water District of SC

Cindy DeChaine

Agencies Name	ID number
Metropolitan Water District of SC	161

Materials meet state education framework requirements? Yes

Project Wet Teachers Workshop-Classroom Workbook and Teachers Guide with conservation materials provided.

Materials distributed to K-6? Yes

Conservation coloring books and workbooks, rulers, pencils, bookmarks, all with conservation messaging.

Materials distributed to 7-12 students? Yes (Info Only)

Pencils, rulers, water bottles, sponges, water wheels, hose nozzles, showerheads

Annual budget for school education program: 120000.00

Description of all other water supplier education programs

No separate annual budget for school education programs; these are included in the "conservation" budget.

Comments:

School Education programs are included in the conservation and public outreach budgets and are not set out separately.

At Least As effective As

No

Exemption

No

0



CUWCC BMP Retail Coverage Report 2014

Foundational Best Management Practices for Urban Water Efficiency

BMP 1.1 Operation Practices

ON TRACK

191 Rowland Water District

1. Conservation Coordinator provided with necessary resources to implement BMPs?

Name:

ROSE PEREA

Title:

DIR. OF ADMIN. SVCS.

Email:

rperea@rowlandwater.com

2. Water Waste Prevention Documents

WW Document Name	WWP File Name	WW Prevention URL	WW Prevention Ordinance Terms Description
Option A Describe the ordinances or terms of service adopted by your agency to meet the water waste prevention requirements of this BMP.	Ordinance No. 0-5-2009 Establishing a Water Conservation and Water Shortage Contingency Plan.pdf		
Option B Describe any water waste prevention ordinances or requirements adopted by your local jurisdiction or regulatory agencies within your service area.			
Option C Describe any documentation of support for legislation or regulations that prohibit water waste.			
Option D Describe your agency efforts to cooperate with other entities in the adoption or enforcement of local requirements consistent with this BMP.			
Option E Describe your agency support positions with respect to adoption of legislation or regulations that are consistent with this BMP.			
Option F Describe your agency efforts to support local ordinances that establish permits requirements for water efficient design in new development.			

At Least As effective As

No

Exemption

No

Comments:



CUWCC BMP Retail Coverage Report 2014

Foundational Best Management Practices for Urban Water Efficiency

BMP 1.1 Operation Practices

ON TRACK

Rowland Water District is located in the unincorporated area of Los Angeles County and serves portions of Rowland Heights, La Puente, Hacienda Heights, City of Industry and West Covina



CUWCC BMP Coverage Report 2014

Foundational Best Management Practices For Urban Water Efficiency

BMP 1.2 Water Loss Control

ON TRACK

191 Rowland Water District

Completed Standard Water Audit Using AWWA Software? Yes

AWWA File provided to CUWCC? Yes

awwa-was-FY2013-14.xls

AWWA Water Audit Validity Score? 82

Complete Training in AWWA Audit Method? Yes

Complete Training in Component Analysis Process? Yes

Component Analysis? Yes

Repaired all leaks and breaks to the extent cost effective? Yes

Locate and Repair unreported leaks to the extent cost effective? Yes

Maintain a record keeping system for the repair of reported leaks, including time of report, leak location, type of leaking pipe segment or fitting, and leak running time from report to repair. Yes

Provided 7 Types of Water Loss Control Info

Leaks Repairs	Value Real Losses	Value Apparent Losses	Miles Surveyed	Press Reduction	Cost Of Interventions	Water Saved (AF)
820	88505	197027	0	False	0	0

At Least As effective As

No

Exemption

No

Comments:



CUWCC BMP Coverage Report 2014

Foundational Best Management Practices For Urban Water Efficiency

ON TRACK

BMP 1.3 Metering With Commodity

Exempt

191 Rowland Water District

Numbered Unmetered Accounts No

Metered Accounts billed by volume of use Yes

Number of CII Accounts with Mixed Use Meters

Conducted a feasibility study to assess merits of a program to provide incentives to switch mixed-use accounts to dedicated landscape meters? No

Feasibility Study provided to CUWCC? No

Date: 1/1/0001

Uploaded file name:

Completed a written plan, policy or program to test, repair and replace meters No

At Least As effective As

No

Exemption

Yes

Cost Effectiveness

Comments:

It is not cost effective at this time. We will review at the next reporting period to assess the possibility of completing a feasibility study.



CUWCC BMP Coverage Report 2014

Foundational Best Management Practices For Urban Water Efficiency

BMP 1.4 Retail Conservation Pricing

On Track

191 Rowland Water District

Implementation (Water Rate Structure)

Customer Class	Water Rate Type	Conserving Rate?	(V) Total Revenue Commodity Charges	(M) Total Revenue Fixed Carges
Single-Family	Increasing Block	Yes	6637350	3485982
Multi-Family	Increasing Block	Yes	1526786	475686
Commercial	Increasing Block	Yes	5022745	1551071
Dedicated Irrigation	Increasing Block	Yes	750799	164311
Other	Increasing Block	Yes	248642	80459
Other	Increasing Block	Yes	754941	189446
			14941263	5946955

Calculate: $V / (V + M)$

72 %

Implementation Option: Use Annual Revenue As Reported

☐

Use 3 years average instead of most recent year

Canadian Water and Wastewater Association

Upload file:

Agency Provide Sewer Service: No

At Least As effective As

No

Exemption

No

Comments:



CUWCC BMP Coverage Report 2014

Foundational Best Management Practices For Urban Water Efficiency

BMP 2.1 Public Outreach

ON TRACK

191 Rowland Water District

Retail

Does your agency perform Public Outreach programs? Yes

The list of wholesale agencies performing public outreach which can be counted to help the agency comply with the BMP

Metropolitan Water District of SC, Three Valleys Municipal Water District
Cindy DeChaine, Three Valleys MWD, cdechaine@tvmwd.com

The name of agency, contact name and email address if not CUWCC Group 1 members

Metropolitan Water

Did at least one contact take place during each quarter of the reporting year? Yes

Public Outreach Program List	Number
Newsletter articles on conservation	13500
Flyers and/or brochures (total copies), bill stuffers, messages printed on bill, information packets	13500
General water conservation information	167900
Website	13500
Total	208400

Did at least one contact take place during each quarter of the reporting year? Yes

Number Media Contacts	Number
News releases	8
Total	8

Did at least one website update take place during each quarter of the reporting year? Yes

Public Information Program Annual Budget

Annual Budget Category	Annual Budget Amount
CONSERVATION	10000
COMMUNITY OUTREACH	100000
Total Amount:	110000

Public Outreach Additional Programs

6 Community Outreach Events

Description of all other Public Outreach programs

Conservation

Comments:



CUWCC BMP Coverage Report 2014

Foundational Best Management Practices For Urban Water Efficiency

BMP 2.1 Public Outreach

ON TRACK

At Least As effective As

No

--

Exemption

No

0



CUWCC BMP Coverage Report 2014

Foundational Best Management Practices For Urban Water Efficiency

BMP 2.2 School Education Programs

ON TRACK

191 Rowland Water District

Retail

Does your agency implement School Education programs? Yes

The list of wholesale agencies performing public outreach which can be counted to help the agency comply with the BMP

Metropolitan Water District of SC

Cindy DeChaine

Materials meet state education framework requirements? Yes

Project Wet Teachers Workshop-Classroom Workbook and Teachers Guide with conservation materials provided.

Materials distributed to K-6? Yes

Conservation coloring books and workbooks, rulers, pencils, bookmarks, all with conservation messaging.

Materials distributed to 7-12 students? Yes (Info Only)

Pencils, rulers, water bottles, sponges, water wheels, hose nozzles, showerheads

Annual budget for school education program: 100000.00

Description of all other water supplier education programs

No separate annual budget for school education programs; these are included in the "conservation" budget.

Comments:

School Education programs are included in the conservation and public outreach budgets and are not set out separately.

At Least As effective As

No

Exemption

No

0



CUWCC BMP Coverage Report 2014

191 Rowland Water District

Baseline GPCD: 177.48

GPCD in 2014 151.16

GPCD Target for 2018: 145.50

Biennial GPCD Compliance Table

ON TRACK

Year	Report	Target		Highest Acceptable Bound	
		% Base	GPCD	% Base	GPCD
2010	1	96.4%	171.10	100%	177.50
2012	2	92.8%	164.70	96.4%	171.10
2014	3	89.2%	158.30	92.8%	164.70
2016	4	85.6%	151.90	89.2%	158.30
2018	5	82.0%	145.50	82.0%	145.50

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Appendix N - Notices of Public Hearing

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April 4, 2016

Mr. Rick Hansen
General Manager
Three Valleys Municipal Water District
1021 Miramar Avenue
Claremont, CA 91711

Re: Notice of Preparation of 2015 Urban Water Management Plan

Dear Mr. Hansen:

The Rowland Water District, in conformance with the California Water Code Section 10621, is in the process of preparing its 2015 Urban Water Management Plan (UWMP).

The District will be holding a public hearing at its Board of Directors meeting to receive input on the draft 2015 Urban Water Management Plan (UWMP). The Urban Water Management Planning Act requires every urban water supplier that serves more than 3,000 customers, or serves more than 3,000 acre-feet of water annually, to prepare and adopt an UWMP and periodically update that plan at least once every five years. The UWMP is a planning document that assists urban water suppliers in assessing existing and future water demands and evaluating long-term water supply reliability. The Plan also evaluates potential future sources and water conservation efforts to improve overall reliability for a water supplier's service area.

The Rowland Water District is currently updating its UWMP for 2015 and welcomes and appreciates your participation. The public hearing will be on:

June 14, 2016 at 6:00 p.m. at the District office located at
3021 South Fullerton Road, Rowland Heights, CA 91748

The UWMP will be available at the District's office for review on May 12, 2016.

Should you have any questions in connection with this process, please do not hesitate to contact me directly.

Thank you.

Yours truly,

Tom Coleman
General Manager

April 4, 2016

Engineering and Planning Department
City of Industry
15651 East Stafford Street
City of Industry, CA 91744

Re: Notice of Preparation of 2015 Urban Water Management Plan

Gentlemen:

The Rowland Water District, in conformance with the California Water Code Section 10621, is in the process of preparing its 2015 Urban Water Management Plan (UWMP).

The District will be holding a public hearing at its Board of Directors meeting to receive input on the draft 2015 Urban Water Management Plan (UWMP). The Urban Water Management Planning Act requires every urban water supplier that serves more than 3,000 customers, or serves more than 3,000 acre-feet of water annually, to prepare and adopt an UWMP and periodically update that plan at least once every five years. The UWMP is a planning document that assists urban water suppliers in assessing existing and future water demands and evaluating long-term water supply reliability. The Plan also evaluates potential future sources and water conservation efforts to improve overall reliability for a water supplier's service area.

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Should you have any questions in connection with this process, please do not hesitate to contact me directly.

Thank you.

Yours truly,

Tom Coleman
General Manager

April 4, 2016

Planning Department
City of West Covina
1444 West Garvey Avenue
West Covina, CA 91790

Re: Notice of Preparation of 2015 Urban Water Management Plan

Gentlemen:

The Rowland Water District, in conformance with the California Water Code Section 10621, is in the process of preparing its 2015 Urban Water Management Plan (UWMP).

The District will be holding a public hearing at its Board of Directors meeting to receive input on the draft 2015 Urban Water Management Plan (UWMP). The Urban Water Management Planning Act requires every urban water supplier that serves more than 3,000 customers, or serves more than 3,000 acre-feet of water annually, to prepare and adopt an UWMP and periodically update that plan at least once every five years. The UWMP is a planning document that assists urban water suppliers in assessing existing and future water demands and evaluating long-term water supply reliability. The Plan also evaluates potential future sources and water conservation efforts to improve overall reliability for a water supplier's service area.

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Should you have any questions in connection with this process, please do not hesitate to contact me directly.

Thank you.

Yours truly,

Tom Coleman
General Manager

April 4, 2016

County of Los Angeles
Department of Public Works
900 South Freemont Avenue
Alhambra, CA 91803

Re: Notice of Preparation of 2015 Urban Water Management Plan

Gentlemen:

The Rowland Water District, in conformance with the California Water Code Section 10621, is in the process of preparing its 2015 Urban Water Management Plan (UWMP).

The District will be holding a public hearing at its Board of Directors meeting to receive input on the draft 2015 Urban Water Management Plan (UWMP). The Urban Water Management Planning Act requires every urban water supplier that serves more than 3,000 customers, or serves more than 3,000 acre-feet of water annually, to prepare and adopt an UWMP and periodically update that plan at least once every five years. The UWMP is a planning document that assists urban water suppliers in assessing existing and future water demands and evaluating long-term water supply reliability. The Plan also evaluates potential future sources and water conservation efforts to improve overall reliability for a water supplier's service area.

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Should you have any questions in connection with this process, please do not hesitate to contact me directly.

Thank you.

Yours truly,

Tom Coleman
General Manager

April 4, 2016

Sanitation Districts of Los Angeles County
1955 Workman Mill Road
P. O. Box 4998
Whittier, CA 90607-4998

Re: Notice of Preparation of 2015 Urban Water Management Plan

Gentlemen:

The Rowland Water District, in conformance with the California Water Code Section 10621, is in the process of preparing its 2015 Urban Water Management Plan (UWMP).

The District will be holding a public hearing at its Board of Directors meeting to receive input on the draft 2015 Urban Water Management Plan (UWMP). The Urban Water Management Planning Act requires every urban water supplier that serves more than 3,000 customers, or serves more than 3,000 acre-feet of water annually, to prepare and adopt an UWMP and periodically update that plan at least once every five years. The UWMP is a planning document that assists urban water suppliers in assessing existing and future water demands and evaluating long-term water supply reliability. The Plan also evaluates potential future sources and water conservation efforts to improve overall reliability for a water supplier's service area.

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Should you have any questions in connection with this process, please do not hesitate to contact me directly.

Thank you.

Yours truly,

Tom Coleman
General Manager

April 4, 2016

Mr. Michael Holmes
General Manager
Walnut Valley Water District
271 South Brea Canyon Road
Walnut, CA 91789

Re: Notice of Preparation of 2015 Urban Water Management Plan

Dear Mr. Holmes:

The Rowland Water District, in conformance with the California Water Code Section 10621, is in the process of preparing its 2015 Urban Water Management Plan (UWMP).

The District will be holding a public hearing at its Board of Directors meeting to receive input on the draft 2015 Urban Water Management Plan (UWMP). The Urban Water Management Planning Act requires every urban water supplier that serves more than 3,000 customers, or serves more than 3,000 acre-feet of water annually, to prepare and adopt an UWMP and periodically update that plan at least once every five years. The UWMP is a planning document that assists urban water suppliers in assessing existing and future water demands and evaluating long-term water supply reliability. The Plan also evaluates potential future sources and water conservation efforts to improve overall reliability for a water supplier's service area.

The Rowland Water District is currently updating its UWMP for 2015 and welcomes and appreciates your participation. The public hearing will be on:

June 14, 2016 at 6:00 p.m. at the District office located at
3021 South Fullerton Road, Rowland Heights, CA 91748

The UWMP will be available at the District's office for review on May 12, 2016.

Should you have any questions in connection with this process, please do not hesitate to contact me directly.

Thank you.

Yours truly,

Tom Coleman
General Manager

April 4, 2016

County of Los Angeles
Los Angeles County Registrar Recorder/County Clerk
12400 Imperial Highway, P.O. Box 1208
Norwalk, CA 90051-1208

Re: Notice of Preparation of 2015 Urban Water Management Plan

Gentlemen:

The Rowland Water District, in conformance with the California Water Code Section 10621, is in the process of preparing its 2015 Urban Water Management Plan (UWMP).

The District will be holding a public hearing at its Board of Directors meeting to receive input on the draft 2015 Urban Water Management Plan (UWMP). The Urban Water Management Planning Act requires every urban water supplier that serves more than 3,000 customers, or serves more than 3,000 acre-feet of water annually, to prepare and adopt an UWMP and periodically update that plan at least once every five years. The UWMP is a planning document that assists urban water suppliers in assessing existing and future water demands and evaluating long-term water supply reliability. The Plan also evaluates potential future sources and water conservation efforts to improve overall reliability for a water supplier's service area.

The Rowland Water District is currently updating its UWMP for 2015 and welcomes and appreciates your participation. The public hearing will be on:

June 14, 2016 at 6:00 p.m. at the District office located at
3021 South Fullerton Road, Rowland Heights, CA 91748

The UWMP will be available at the District's office for review on May 12, 2016.

Should you have any questions in connection with this process, please do not hesitate to contact me directly.

Thank you.

Yours truly,

Tom Coleman
General Manager



NOTICE OF PUBLIC HEARING
CONCERNING THE ADOPTION OF AN
URBAN WATER MANAGEMENT PLAN

Notice is hereby given that the Board of Directors of ROWLAND WATER DISTRICT will hold a Public Hearing on June 14, 2016 at 6:00 P.M. at the District Office located at 3021 Fullerton Road, Rowland Heights, California, at which members of the public will be afforded an opportunity to make oral or written presentations concerning the proposed adoption of the District's 2015 Urban Water Management Plan²

All interested persons may present oral comments and information at the Public Hearing or may submit written comments and information to the Board of Directors at any time prior to the hearing by delivering them to the District office.

A copy of the proposed Urban Water management Plan will be available at the District office for review beginning May 16, 2016.

TOM COLEMAN
General Manager

May 24, 2016

Publish: May 31, 2016 and June 7, 2016

Advertising Order Confirmation

San Gabriel Valley Newspaper Group
Valley Tribune•Star-News•Daily News•Highlander

05/25/16 4:12:05PM

Page 1

<u>Ad Order Number</u> 0010807634	<u>Customer</u> ROWLAND WATER DISTRICT	<u>Payor Customer</u> ROWLAND WATER DISTRICT	<u>PO Number</u>
<u>Sales Representative</u> Francois Fundora	<u>Customer Account</u> 5033063	<u>Payor Account</u> 5033063	<u>Ordered By</u> EMAIL
<u>Order Taker</u> Francois Fundora	<u>Customer Address</u> PO BOX 8460 VACANCY ROWLAND HEIGHTS, CA 91748	<u>Payor Address</u> PO BOX 8460 VACANCY ROWLAND HEIGHTS, CA 91748	<u>Customer Fax</u>
<u>Order Source</u> Select Source	<u>Customer Phone</u> 562-697-1726	<u>Payor Phone</u> 562-697-1726	<u>Customer EMail</u>
<u>Current Queue</u> Ready	<u>Invoice Text</u>	<u>Ad Order Notes</u>	
<u>Tear Sheets</u> 0	<u>Affidavits</u> 0	<u>Blind Box</u>	<u>Materials</u>
		<u>Promo Type</u>	<u>Special Pricing</u>

<u>Ad Number</u> 0010807634-01	<u>Ad Size</u> 4 X 37 Li	<u>Color</u>	<u>Production Color</u>	<u>Ad Attributes</u>	<u>Production Method</u> AdBooker	<u>Production Notes</u>
<u>External Ad Number</u>	<u>Pick Up</u>	<u>Ad Type</u> Legal Liner	<u>Released for Publication</u>			

NOTICE OF PUBLIC HEARING CONCERNING THE ADOPTION OF AN URBAN WATER MANAGEMENT PLAN

Notice is hereby given that the Board of Directors of ROWLAND WATER DISTRICT will hold a Public Hearing on June 14, 2016 at 6:00 P.M. at the District Office located at 3021 Fullerton Road, Rowland Heights, California, at which members of the public will be afforded an opportunity to make oral or written presentations concerning the proposed adoption of the District's 2015 Urban Water Management Plan.

All interested persons may present oral comments and information at the Public Hearing or may submit written comments and information to the Board of Directors at any time prior to the hearing by delivering them to the District office.

A copy of the proposed Urban Water management Plan will be available at the District office for review beginning May 16, 2016.

TOM COLEMAN
General Manager

May 24, 2016

Publish: May 31, 2016 and June 7, 2016
 San Gabriel Valley Tribune AD#807634

<u>Product</u> SGV Newspapers:San Gabriel Trib	<u>Requested Placement</u> Legals CLS	<u>Requested Position</u> MiscellaneousNotices - 1076~	<u>Run Dates</u> 05/31/16, 06/07/16	<u># Inserts</u> 2
---	--	---	--	-----------------------

Order Charges:

<u>Net Amount</u>	<u>Tax Amount</u>	<u>Total Amount</u>	<u>Payment Amount</u>	<u>Amount Due</u>
418.48	0.00	418.48	0.00	\$418.48

Advertising Order Confirmation

San Gabriel Valley Newspaper Group
Valley Tribune•Star-News•Daily News•Highlander

05/25/16 4:12:05PM

Page 2

If this confirmation includes an advertising proof, please check your proof carefully for errors, spelling, and/or typos. Errors not marked on the returned proof are not subject to credit or refunds.

Please note: To meet our printer's deadline, we must have your proof returned by the published deadline, and as indicated by your sales rep.

Please note: If you pay by bank card, your card statement will show the merchant as "LA NEWSPAPER GROUP".

Appendix O - Resolution for Adoption of the UWMP

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Resolution No. 6-2016
RESOLUTION OF THE BOARD OF DIRECTORS
OF THE ROWLAND WATER DISTRICT
ADOPTING THE URBAN WATER MANAGEMENT PLAN

WHEREAS, pursuant to the Urban Water Management Planning Act (Water Code Section 10610 et seq. the "Act") Rowland Water District has adopted an Urban Water Management Plan and updates the plan every five years as required by Water Code Section 10621; and

WHEREAS, the deadline for updating and submitting 2015 Urban Water Management Plans to the California Department of Water Resources was extended to July 1, 2016 by Water Code Section 10621(d); and

WHEREAS, District staff has prepared an update for the year 2015, revising the information and projections of the Plan and providing additional information required under the Act; and

WHEREAS, notice has been given to the County of Los Angeles, the City of Industry, Sanitation Districts of Los Angeles County, Los Angeles County Department of Public Works, Walnut Valley Water District, Three Valleys Municipal Water District and the City of West Covina that the District is reviewing its Urban Water Management Plan for purposes of amending and updating the plan, and has provided an opportunity for those local governments to comment; and

WHEREAS, a copy of the proposed 2015 Rowland Water District Urban Water Management Plan has been made available for public inspection at the District office, and notice has been published pursuant to Government Code Section 6066 for two weeks in a newspaper of general circulation within the District, of the date, time and place of the public hearing to receive public comment on the proposed 2015 Rowland Water District Urban Water Management Plan; and

WHEREAS, a public hearing regarding said proposed Plan was held by the Rowland Water District on June 14, 2016, and the Board of Directors considered adoption of a final 2015 Urban Water Management Plan.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors as follows:

- 1) The 2015 Urban Water Management Plan is hereby adopted; and
- 2) The General Manager is hereby authorized and directed to file a copy of this Plan with the California Department of Water Resources, the California State Library, the County of Los Angeles, the City of Industry, the City of West Covina; the Sanitation Districts of Los Angeles County, Walnut Valley Water District, Los Angeles County Department of Public Works and Three Valleys Municipal Water District; and
- 3) The General Manager shall recommend additional procedures, rules and regulations to the Board of Directors to carry out effective and equitable allocation of water resources during a water shortage.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Rowland Water District held on June 14, 2016 by the following vote:

AYES:	Directors Lu-Yang, Lewis, Lima, Bellah and Rios
NOES:	None
ABSENT:	None
ABSTAIN:	None



SZU PEI LU-YANG, Board President

Attest:



TOM COLEMAN, Board Secretary