

# Urban Water Management Plan

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2020 Appendix A-H



A graphic of a water splash in white and light blue, centered on a bright blue background. The splash forms a circular shape with droplets and bubbles.

# Appendix A

2020  
**Urban Water  
Management  
Plan**

# UWMP ACT

**WATER CODE - WAT**

**DIVISION 6. CONSERVATION, DEVELOPMENT, AND UTILIZATION OF STATE WATER RESOURCES [10000 - 12999]**

*(Heading of Division 6 amended by Stats. 1957, Ch. 1932. )*

**PART 2.6. URBAN WATER MANAGEMENT PLANNING [10610 - 10657]**

*( Part 2.6 added by Stats. 1983, Ch. 1009, Sec. 1. )*

**Chapter 1. General Declaration and Policy**

**Section 10610 - 10610.4**

**10610.**

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

**10610.2.**

- (a) The Legislature finds and declares all of the following:
- (1) The waters of the state are a limited and renewable resource subject to ever-increasing demands.
  - (2) The conservation and efficient use of urban water supplies are of statewide concern; however, the planning for that use and the implementation of those plans can best be accomplished at the local level.
  - (3) A long-term, reliable supply of water is essential to protect the productivity of California's businesses and economic climate, and increasing long-term water conservation among Californians, improving water use efficiency within the state's communities and agricultural production, and strengthening local and regional drought planning are critical to California's resilience to drought and climate change.
  - (4) As part of its long-range planning activities, every urban water supplier should make every effort to ensure the appropriate level of reliability in its water service sufficient to meet the needs of its various categories of customers during normal, dry, and multiple dry water years now and into the foreseeable future, and every urban water supplier should collaborate closely with local land-use authorities to ensure water demand forecasts are consistent with current land-use planning.
  - (5) Public health issues have been raised over a number of contaminants that have been identified in certain local and imported water supplies.
  - (6) Implementing effective water management strategies, including groundwater storage projects and recycled water projects, may require specific water quality and salinity targets for meeting groundwater basins water quality objectives and promoting beneficial use of recycled water.
  - (7) Water quality regulations are becoming an increasingly important factor in water agencies' selection of raw water sources, treatment alternatives, and modifications to existing treatment facilities.



- (8) Changes in drinking water quality standards may also impact the usefulness of water supplies and may ultimately impact supply reliability.
- (9) The quality of source supplies can have a significant impact on water management strategies and supply reliability.
- (b) This part is intended to provide assistance to water agencies in carrying out their long-term resource planning responsibilities to ensure adequate water supplies to meet existing and future demands for water.

*(Amended by Stats. 2018, Ch. 14, Sec. 18. (SB 606) Effective January 1, 2019.)*

#### **10610.4.**

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

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

*(Amended by Stats. 2018, Ch. 14, Sec. 19. (SB 606) Effective January 1, 2019.)*

### **CHAPTER 2. Definitions [10611 - 10618]**

*( Chapter 2 added by Stats. 1983, Ch. 1009, Sec. 1. )*

#### **10611.**

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

*(Added by Stats. 1983, Ch. 1009, Sec. 1.)*

#### **10611.3.**

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

*(Added by renumbering Section 10612 by Stats. 2018, Ch. 14, Sec. 20. (SB 606) Effective January 1, 2019.)*

#### **10611.5.**

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

*(Amended by Stats. 1995, Ch. 854, Sec. 3. Effective January 1, 1996.)*

**10612.**

“Drought risk assessment” means a method that examines water shortage risks based on the driest five-year historic sequence for the agency’s water supply, as described in subdivision (b) of Section 10635.

*(Added by Stats. 2018, Ch. 14, Sec. 21. (SB 606) Effective January 1, 2019.)*

**10613.**

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

*(Added by Stats. 1983, Ch. 1009, Sec. 1.)*

**10614.**

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

*(Added by Stats. 1983, Ch. 1009, Sec. 1.)*

**10615.**

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

*(Amended by Stats. 1995, Ch. 854, Sec. 4. Effective January 1, 1996.)*

**10616.**

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

*(Added by Stats. 1983, Ch. 1009, Sec. 1.)*

**10616.5.**

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

*(Added by Stats. 1995, Ch. 854, Sec. 5. Effective January 1, 1996.)*

**10617.**

“Urban water supplier” means a supplier, either publicly or privately owned, providing water for municipal purposes either directly or indirectly to more than 3,000 customers or supplying more than 3,000 acre-feet of water annually. An urban water supplier includes a supplier or contractor for water, regardless of the

basis of right, which distributes or sells for ultimate resale to customers. This part applies only to water supplied from public water systems subject to Chapter 4 (commencing with Section 116275) of Part 12 of Division 104 of the Health and Safety Code.

*(Amended by Stats. 1996, Ch. 1023, Sec. 428. Effective September 29, 1996.)*

#### **10617.5.**

“Water shortage contingency plan” means a document that incorporates the provisions detailed in subdivision (a) of Section 10632 and is subsequently adopted by an urban water supplier pursuant to this article.

*(Added by Stats. 2018, Ch. 14, Sec. 22. (SB 606) Effective January 1, 2019.)*

#### **10618.**

“Water supply and demand assessment” means a method that looks at current year and one or more dry year supplies and demands for determining water shortage risks, as described in Section 10632.1.

*(Added by Stats. 2018, Ch. 14, Sec. 23. (SB 606) Effective January 1, 2019.)*

### **CHAPTER 3. Urban Water Management Plans [10620 - 10645]**

*( Chapter 3 added by Stats. 1983, Ch. 1009, Sec. 1. )*

#### **ARTICLE 1. General Provisions [10620 - 10621]**

*( Article 1 added by Stats. 1983, Ch. 1009, Sec. 1. )*

#### **10620.**

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

information with other urban water suppliers or other governing entities participating in an areawide, regional, watershed, or basinwide urban water management plan, an agricultural management plan, or groundwater sustainability plan development.

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

*(Amended by Stats. 2018, Ch. 14, Sec. 24. (SB 606) Effective January 1, 2019.)*

### **10621.**

- (a) Each urban water supplier shall update its plan at least once every five years on or before July 1, in years ending in six and one, incorporating updated and new information from the five years preceding each update.
- (b) Every urban water supplier required to prepare a plan pursuant to this part shall, at least 60 days before the public hearing on the plan required by Section 10642, notify any city or county within which the supplier provides water supplies that the urban water supplier will be reviewing the plan and considering amendments or changes to the plan. The urban water supplier may consult with, and obtain comments from, any city or county that receives notice pursuant to this subdivision.
- (c) An urban water supplier regulated by the Public Utilities Commission shall include its most recent plan and water shortage contingency plan as part of the supplier's general rate case filings.
- (d) The amendments to, or changes in, the plan shall be adopted and filed in the manner set forth in Article 3 (commencing with Section 10640).
- (e) Each urban water supplier shall update and submit its 2015 plan to the department by July 1, 2016.
- (f) Each urban water supplier shall update and submit its 2020 plan to the department by July 1, 2021.

*(Amended by Stats. 2019, Ch. 239, Sec. 7. (AB1414) Effective January 1, 2020.)*

## **ARTICLE 2. Contents of Plans [10630 - 10634]**

*( Article 2 added by Stats. 1983, Ch. 1009, Sec. 1. )*

### **10630.**

It is the intention of the Legislature, in enacting this part, to permit levels of water management planning commensurate with the numbers of customers served and the volume of water supplied, while accounting for impacts from climate change.

*(Amended by Stats. 2018, Ch. 14, Sec. 26. (SB 606) Effective January 1, 2019.)*



**10630.5.**

Each plan shall include a simple lay description of how much water the agency has on a reliable basis, how much it needs for the foreseeable future, what the agency's strategy is for meeting its water needs, the challenges facing the agency, and any other information necessary to provide a general understanding of the agency's plan.

*(Added by Stats. 2018, Ch. 14, Sec. 27. (SB 606) Effective January 1, 2019.)*

**10631.**

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

- (a) Describe the service area of the supplier, including current and projected population, climate, and other social, economic, and demographic factors affecting the supplier's water management planning. The projected population estimates shall be based upon data from the state, regional, or local service agency population projections within the service area of the urban water supplier and shall be in five-year increments to 20 years or as far as data is available. The description shall include the current and projected land uses within the existing or anticipated service area affecting the supplier's water management planning. Urban water suppliers shall coordinate with local or regional land use authorities to determine the most appropriate land use information, including, where appropriate, land use information obtained from local or regional land use authorities, as developed pursuant to Article 5 (commencing with Section 65300) of Chapter 3 of Division 1 of Title 7 of the Government Code.
- (b) Identify and quantify, to the extent practicable, the existing and planned sources of water available to the supplier over the same five-year increments described in subdivision (a), providing supporting and related information, including all of the following:
  - (1) A detailed discussion of anticipated supply availability under a normal water year, single dry year, and droughts lasting at least five years, as well as more frequent and severe periods of drought, as described in the drought risk assessment. For each source of water supply, consider any information pertinent to the reliability analysis conducted pursuant to Section 10635, including changes in supply due to climate change.
  - (2) When multiple sources of water supply are identified, a description of the management of each supply in correlation with the other identified supplies.
  - (3) For any planned sources of water supply, a description of the measures that are being undertaken to acquire and develop those water supplies.
  - (4) If groundwater is identified as an existing or planned source of water available to the supplier, all of the following information:
    - (A) The current version of any groundwater sustainability plan or alternative adopted pursuant to Part 2.74 (commencing with Section 10720), any groundwater

management plan adopted by the urban water supplier, including plans adopted pursuant to Part 2.75 (commencing with Section 10750), or any other specific authorization for groundwater management for basins underlying the urban water supplier's service area.

- (B) A description of any groundwater basin or basins from which the urban water supplier pumps groundwater. For basins that a court or the board has adjudicated the rights to pump groundwater, a copy of the order or decree adopted by the court or the board and a description of the amount of groundwater the urban water supplier has the legal right to pump under the order or decree. For a basin that has not been adjudicated, information as to whether the department has identified the basin as a high- or medium-priority basin in the most current official departmental bulletin that characterizes the condition of the groundwater basin, and a detailed description of the efforts being undertaken by the urban water supplier to coordinate with groundwater sustainability agencies or groundwater management agencies listed in subdivision (c) of Section 10723 to maintain or achieve sustainable groundwater conditions in accordance with a groundwater sustainability plan or alternative adopted pursuant to Part 2.74 (commencing with Section 10720).
- (C) A detailed description and analysis of the location, amount, and sufficiency of groundwater pumped by the urban water supplier for the past five years. The description and analysis shall be based on information that is reasonably available, including, but not limited to, historic use records.
- (D) A detailed description and analysis of the amount and location of groundwater that is projected to be pumped by the urban water supplier. The description and analysis shall be based on information that is reasonably available, including, but not limited to, historic use records.

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

(d)

- (1) For an urban retail water supplier, quantify, to the extent records are available, past and current water use, over the same five-year increments described in subdivision (a), and projected water use, based upon information developed pursuant to subdivision (a), identifying the uses among water use sectors, including, but not necessarily limited to, all of the following:

- (A) Single-family residential.
  - (B) Multifamily.
  - (C) Commercial.
  - (D) Industrial.
  - (E) Institutional and governmental.
  - (F) Landscape.
  - (G) Sales to other agencies.
  - (H) Saline water intrusion barriers, groundwater recharge, or conjunctive use, or any combination thereof.
  - (I) Agricultural.
  - (J) Distribution system water loss.
- (2) The water use projections shall be in the same five-year increments described in subdivision (a).
- (3)
- (A) The distribution system water loss shall be quantified for each of the five years preceding the plan update, in accordance with rules adopted pursuant to Section 10608.34.
  - (B) The distribution system water loss quantification shall be reported in accordance with a worksheet approved or developed by the department through a public process. The water loss quantification worksheet shall be based on the water system balance methodology developed by the American Water Works Association.
  - (C) In the plan due July 1, 2021, and in each update thereafter, data shall be included to show whether the urban retail water supplier met the distribution loss standards enacted by the board pursuant to Section 10608.34.
- (4)
- (A) Water use projections, where available, shall display and account for the water savings estimated to result from adopted codes, standards, ordinances, or transportation and land use plans identified by the urban water supplier, as applicable to the service area.
  - (B) To the extent that an urban water supplier reports the information described in subparagraph (A), an urban water supplier shall do both of the following:
    - (i) Provide citations of the various codes, standards, ordinances, or transportation and land use plans utilized in making the projections.
    - (ii) Indicate the extent that the water use projections consider savings from codes, standards, ordinances, or transportation and land use plans. Water use projections that do not account for these water savings shall be noted of that fact.

(e) Provide a description of the supplier's water demand management measures. This description shall include all of the following:

(1)

(A) For an urban retail water supplier, as defined in Section 10608.12, a narrative description that addresses the nature and extent of each water demand management measure implemented over the past five years. The narrative shall describe the water demand management measures that the supplier plans to implement to achieve its water use targets pursuant to Section 10608.20.

(B) The narrative pursuant to this paragraph shall include descriptions of the following water demand management measures:

- (i) Water waste prevention ordinances.
- (ii) Metering.
- (iii) Conservation pricing.
- (iv) Public education and outreach.
- (v) Programs to assess and manage distribution system real loss.
- (vi) Water conservation program coordination and staffing support.
- (vii) Other demand management measures that have a significant impact on water use as measured in gallons per capita per day, including innovative measures, if implemented.

(2) For an urban wholesale water supplier, as defined in Section 10608.12, a narrative description of the items in clauses (ii), (iv), (vi), and (vii) of subparagraph (B) of paragraph (1), and a narrative description of its distribution system asset management and wholesale supplier assistance programs.

(f) Include a description of all water supply projects and water supply programs that may be undertaken by the urban water supplier to meet the total projected water use, as established pursuant to subdivision (a) of Section 10635. The urban water supplier shall include a detailed description of expected future projects and programs that the urban water supplier may implement to increase the amount of the water supply available to the urban water supplier in normal and single-dry water years and for a period of drought lasting five consecutive water years. The description shall identify specific projects and include a description of the increase in water supply that is expected to be available from each project. The description shall include an estimate with regard to the implementation timeline for each project or program.

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



- (h) An urban water supplier that relies upon a wholesale agency for a source of water shall provide the wholesale agency with water use projections from that agency for that source of water in five-year increments to 20 years or as far as data is available. The wholesale agency shall provide information to the urban water supplier for inclusion in the urban water supplier's plan that identifies and quantifies, to the extent practicable, the existing and planned sources of water as required by subdivision (b), available from the wholesale agency to the urban water supplier over the same five-year increments, and during various water-year types in accordance with subdivision (f). An urban water supplier may rely upon water supply information provided by the wholesale agency in fulfilling the plan informational requirements of subdivisions (b) and (f).

*(Amended by Stats. 2019, Ch. 239, Sec. 8. (AB 1414) Effective January 1, 2020.)*

#### **10631.1.**

- (a) The water use projections required by Section 10631 shall include projected water use for single-family and multifamily residential housing needed for lower income households, as defined in Section 50079.5 of the Health and Safety Code, as identified in the housing element of any city, county, or city and county in the service area of the supplier.
- (b) It is the intent of the Legislature that the identification of projected water use for single-family and multifamily residential housing for lower income households will assist a supplier in complying with the requirement under Section 65589.7 of the Government Code to grant a priority for the provision of service to housing units affordable to lower income households.

*(Added by Stats. 2005, Ch. 727, Sec. 2. Effective January 1, 2006.)*

#### **10631.2.**

- (a) In addition to the requirements of Section 10631, an urban water management plan shall include any of the following information that the urban water supplier can readily obtain:
- (1) An estimate of the amount of energy used to extract or divert water supplies.
  - (2) An estimate of the amount of energy used to convey water supplies to the water treatment plants or distribution systems.
  - (3) An estimate of the amount of energy used to treat water supplies.
  - (4) An estimate of the amount of energy used to distribute water supplies through its distribution systems.
  - (5) An estimate of the amount of energy used for treated water supplies in comparison to the amount used for nontreated water supplies.
  - (6) An estimate of the amount of energy used to place water into or withdraw from storage.
  - (7) Any other energy-related information the urban water supplier deems appropriate.
- (b) The department shall include in its guidance for the preparation of urban water management plans a methodology for the voluntary calculation or

estimation of the energy intensity of urban water systems. The department may consider studies and calculations conducted by the Public Utilities Commission in developing the methodology.

- (c) The Legislature finds and declares that energy use is only one factor in water supply planning and shall not be considered independently of other factors.

*(Amended by Stats. 2018, Ch. 14, Sec. 29. (SB 606) Effective January 1, 2019.)*

### 10632.

- (a) Every urban water supplier shall prepare and adopt a water shortage contingency plan as part of its urban water management plan that consists of each of the following elements:

- (1) The analysis of water supply reliability conducted pursuant to Section 10635.
- (2) The procedures used in conducting an annual water supply and demand assessment that include, at a minimum, both of the following:
  - (A) The written decisionmaking process that an urban water supplier will use each year to determine its water supply reliability.
  - (B) The key data inputs and assessment methodology used to evaluate the urban water supplier's water supply reliability for the current year and one dry year, including all of the following:
    - (i) Current year unconstrained demand, considering weather, growth, and other influencing factors, such as policies to manage current supplies to meet demand objectives in future years, as applicable.
    - (ii) Current year available supply, considering hydrological and regulatory conditions in the current year and one dry year. The annual supply and demand assessment may consider more than one dry year solely at the discretion of the urban water supplier.
    - (iii) Existing infrastructure capabilities and plausible constraints.
    - (iv) A defined set of locally applicable evaluation criteria that are consistently relied upon for each annual water supply and demand assessment.
    - (v) A description and quantification of each source of water supply.
- (3)
  - (A) Six standard water shortage levels corresponding to progressive ranges of up to 10, 20, 30, 40, and 50 percent shortages and greater than 50 percent shortage. Urban water suppliers shall define these shortage levels based on

the suppliers' water supply conditions, including percentage reductions in water supply, changes in groundwater levels, changes in surface elevation or level of subsidence, or other changes in hydrological or other local conditions indicative of the water supply available for use. Shortage levels shall also apply to catastrophic interruption of water supplies, including, but not limited to, a regional power outage, an earthquake, and other potential emergency events.

- (B) An urban water supplier with an existing water shortage contingency plan that uses different water shortage levels may comply with the requirement in subparagraph (A) by developing and including a cross-reference relating its existing categories to the six standard water shortage levels.
- (4) Shortage response actions that align with the defined shortage levels and include, at a minimum, all of the following:
- (A) Locally appropriate supply augmentation actions.
  - (B) Locally appropriate demand reduction actions to adequately respond to shortages.
  - (C) Locally appropriate operational changes.
  - (D) Additional, mandatory prohibitions against specific water use practices that are in addition to state-mandated prohibitions and appropriate to the local conditions.
  - (E) For each action, an estimate of the extent to which the gap between supplies and demand will be reduced by implementation of the action.
- (5) Communication protocols and procedures to inform customers, the public, interested parties, and local, regional, and state governments, regarding, at a minimum, all of the following:
- (A) Any current or predicted shortages as determined by the annual water supply and demand assessment described pursuant to Section 10632.1.
  - (B) Any shortage response actions triggered or anticipated to be triggered by the annual water supply and demand assessment described pursuant to Section 10632.1.
  - (C) Any other relevant communications.
- (6) For an urban retail water supplier, customer compliance, enforcement, appeal, and exemption procedures for triggered shortage response actions as determined pursuant to Section 10632.2.
- (7)
- (A) A description of the legal authorities that empower the urban water supplier to implement and enforce its shortage response actions specified in paragraph (4) that may include, but are not limited to, statutory authorities, ordinances, resolutions, and contract provisions.

- (B) A statement that an urban water supplier shall declare a water shortage emergency in accordance with Chapter 3 (commencing with Section 350) of Division 1.
  - (C) A statement that an urban water supplier shall coordinate with any city or county within which it provides water supply services for the possible proclamation of a local emergency, as defined in Section 8558 of the Government Code.
- (8) A description of the financial consequences of, and responses for, drought conditions, including, but not limited to, all of the following:
- (A) A description of potential revenue reductions and expense increases associated with activated shortage response actions described in paragraph (4).
  - (B) A description of mitigation actions needed to address revenue reductions and expense increases associated with activated shortage response actions described in paragraph (4).
  - (C) A description of the cost of compliance with Chapter 3.3 (commencing with Section 365) of Division 1.
- (9) For an urban retail water supplier, monitoring and reporting requirements and procedures that ensure appropriate data is collected, tracked, and analyzed for purposes of monitoring customer compliance and to meet state reporting requirements.
- (10) Reevaluation and improvement procedures for systematically monitoring and evaluating the functionality of the water shortage contingency plan in order to ensure shortage risk tolerance is adequate and appropriate water shortage mitigation strategies are implemented as needed.
- (b) For purposes of developing the water shortage contingency plan pursuant to subdivision (a), an urban water supplier shall analyze and define water features that are artificially supplied with water, including ponds, lakes, waterfalls, and fountains, separately from swimming pools and spas, as defined in subdivision (a) of Section 115921 of the Health and Safety Code.
- (c) The urban water supplier shall make available the water shortage contingency plan prepared pursuant to this article to its customers and any city or county within which it provides water supplies no later than 30 days after adoption of the water shortage contingency plan.

*(Repealed and added by Stats. 2018, Ch. 14, Sec. 32. (SB 606) Effective January 1, 2019.)*

### **10632.1.**

An urban water supplier shall conduct an annual water supply and demand assessment pursuant to subdivision (a) of Section 10632 and, on or before July 1 of each year, submit an annual water shortage assessment report to the department with information for anticipated shortage, triggered shortage response actions, compliance and enforcement actions, and communication actions consistent with the supplier's water shortage contingency plan. An urban water supplier that relies



on imported water from the State Water Project or the Bureau of Reclamation shall submit its annual water supply and demand assessment within 14 days of receiving its final allocations, or by July 1 of each year, whichever is later.

*(Amended by Stats. 2019, Ch. 239, Sec. 9. (AB 1414) Effective January 1, 2020.)*

#### **10632.2.**

An urban water supplier shall follow, where feasible and appropriate, the prescribed procedures and implement determined shortage response actions in its water shortage contingency plan, as identified in subdivision (a) of Section 10632, or reasonable alternative actions, provided that descriptions of the alternative actions are submitted with the annual water shortage assessment report pursuant to Section 10632.1. Nothing in this section prohibits an urban water supplier from taking actions not specified in its water shortage contingency plan, if needed, without having to formally amend its urban water management plan or water shortage contingency plan.

*(Added by Stats. 2018, Ch. 14, Sec. 34. (SB 606) Effective January 1, 2019.)*

#### **10632.3.**

It is the intent of the Legislature that, upon proclamation by the Governor of a state of emergency under the California Emergency Services Act (Chapter 7 (commencing with Section 8550) of Division 1 of Title 2 of the Government Code) based on drought conditions, the board defer to implementation of locally adopted water shortage contingency plans to the extent practicable.

*(Added by Stats. 2018, Ch. 14, Sec. 35. (SB 606) Effective January 1, 2019.)*

#### **10632.5.**

- (a) In addition to the requirements of paragraph (3) of subdivision (a) of Section 10632, beginning January 1, 2020, the plan shall include a seismic risk assessment and mitigation plan to assess the vulnerability of each of the various facilities of a water system and mitigate those vulnerabilities.
- (b) An urban water supplier shall update the seismic risk assessment and mitigation plan when updating its urban water management plan as required by Section 10621.
- (c) An urban water supplier may comply with this section by submitting, pursuant to Section 10644, a copy of the most recent adopted local hazard mitigation plan or multihazard mitigation plan under the federal Disaster Mitigation Act of 2000 (Public Law 106-390) if the local hazard mitigation plan or multihazard mitigation plan addresses seismic risk.

*(Added by Stats. 2015, Ch. 681, Sec. 1. (SB 664) Effective January 1, 2016.)*

#### **10633.**

The plan shall provide, to the extent available, information on recycled water and its potential for use as a water source in the service area of the urban water supplier. The preparation of the plan shall be coordinated with local water,

wastewater, groundwater, and planning agencies that operate within the supplier's service area, and shall include all of the following:

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

*(Amended by Stats. 2009, Ch. 534, Sec. 2. (AB 1465) Effective January 1, 2010.)*

#### **10634.**

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

*(Added by Stats. 2001, Ch. 644, Sec. 3. Effective January 1, 2002.)*

### **ARTICLE 2.5. Water Service Reliability [10635- 10635.]**

*( Article 2.5 added by Stats. 1995, Ch. 854, Sec. 11. )*

#### **10635.**

- (a) Every urban water supplier shall include, as part of its urban water management plan, an assessment of the reliability of its water service to its customers during normal, dry, and multiple dry water years. This water supply and demand assessment shall compare the total water supply sources available to the water supplier with the long-term total projected water use

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

- (b) Every urban water supplier shall include, as part of its urban water management plan, a drought risk assessment for its water service to its customers as part of information considered in developing the demand management measures and water supply projects and programs to be included in the urban water management plan. The urban water supplier may conduct an interim update or updates to this drought risk assessment within the five-year cycle of its urban water management plan update. The drought risk assessment shall include each of the following:
- (1) A description of the data, methodology, and basis for one or more supply shortage conditions that are necessary to conduct a drought risk assessment for a drought period that lasts five consecutive water years, starting from the year following when the assessment is conducted.
  - (2) A determination of the reliability of each source of supply under a variety of water shortage conditions. This may include a determination that a particular source of water supply is fully reliable under most, if not all, conditions.
  - (3) A comparison of the total water supply sources available to the water supplier with the total projected water use for the drought period.
  - (4) Considerations of the historical drought hydrology, plausible changes on projected supplies and demands under climate change conditions, anticipated regulatory changes, and other locally applicable criteria.
- (c) The urban water supplier shall provide that portion of its urban water management plan prepared pursuant to this article to any city or county within which it provides water supplies no later than 60 days after the submission of its urban water management plan.
- (d) Nothing in this article is intended to create a right or entitlement to water service or any specific level of water service.
- (e) Nothing in this article is intended to change existing law concerning an urban water supplier's obligation to provide water service to its existing customers or to any potential future customers.

*(Amended by Stats. 2018, Ch. 14, Sec. 36. (SB 606) Effective January 1, 2019.)*

### **ARTICLE 3. Adoption and Implementation of Plans [10640 - 10645]**

*( Article 3 added by Stats. 1983, Ch. 1009, Sec. 1. )*

#### **10640.**

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

10630). The supplier shall likewise periodically review the plan as required by Section 10621, and any amendments or changes required as a result of that review shall be adopted pursuant to this article.

(b) Every urban water supplier required to prepare a water shortage contingency plan shall prepare a water shortage contingency plan pursuant to Section 10632. The supplier shall likewise periodically review the water shortage contingency plan as required by paragraph (10) of subdivision (a) of Section 10632 and any amendments or changes required as a result of that review shall be adopted pursuant to this article.

*(Amended by Stats. 2018, Ch. 14, Sec. 37. (SB 606) Effective January 1, 2019.)*

#### **10641.**

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

*(Amended by Stats. 2018, Ch. 14, Sec. 38. (SB 606) Effective January 1, 2019.)*

#### **10642.**

Each urban water supplier shall encourage the active involvement of diverse social, cultural, and economic elements of the population within the service area prior to and during the preparation of both the plan and the water shortage contingency plan. Prior to adopting either, the urban water supplier shall make both the plan and the water shortage contingency plan available for public inspection and shall hold a public hearing or hearings thereon. Prior to any of these hearings, notice of the time and place of the hearing shall be published within the jurisdiction of the publicly owned water supplier pursuant to Section 6066 of the Government Code. The urban water supplier shall provide notice of the time and place of a hearing to any city or county within which the supplier provides water supplies. Notices by a local public agency pursuant to this section shall be provided pursuant to Chapter 17.5 (commencing with Section 7290) of Division 7 of Title 1 of the Government Code. A privately owned water supplier shall provide an equivalent notice within its service area. After the hearing or hearings, the plan or water shortage contingency plan shall be adopted as prepared or as modified after the hearing or hearings.

*(Amended by Stats. 2018, Ch. 14, Sec. 39. (SB 606) Effective January 1, 2019.)*

#### **10643.**

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

*(Added by Stats. 1983, Ch. 1009, Sec. 1.)*

#### **10644.**

(a)

- (1) An urban water supplier shall submit to the department, the California State Library, and any city or county within which the



supplier provides water supplies a copy of its plan no later than 30 days after adoption. Copies of amendments or changes to the plans shall be submitted to the department, the California State Library, and any city or county within which the supplier provides water supplies within 30 days after adoption.

- (2) The plan, or amendments to the plan, submitted to the department pursuant to paragraph (1) shall be submitted electronically and shall include any standardized forms, tables, or displays specified by the department.
- (b) If an urban water supplier revises its water shortage contingency plan, the supplier shall submit to the department a copy of its water shortage contingency plan prepared pursuant to subdivision (a) of Section 10632 no later than 30 days after adoption, in accordance with protocols for submission and using electronic reporting tools developed by the department.
- (c)
  - (1)
    - (A) Notwithstanding Section 10231.5 of the Government Code, the department shall prepare and submit to the Legislature, on or before July 1, in the years ending in seven and two, a report summarizing the status of the plans and water shortage contingency plans adopted pursuant to this part. The report prepared by the department shall identify the exemplary elements of the individual plans and water shortage contingency plans. The department shall provide a copy of the report to each urban water supplier that has submitted its plan and water shortage contingency plan to the department. The department shall also prepare reports and provide data for any legislative hearings designed to consider the effectiveness of plans and water shortage contingency plans submitted pursuant to this part.
    - (B) The department shall prepare and submit to the board, on or before September 30 of each year, a report summarizing the submitted water supply and demand assessment results along with appropriate reported water shortage conditions and the regional and statewide analysis of water supply conditions developed by the department. As part of the report, the department shall provide a summary and, as appropriate, urban water supplier specific information regarding various shortage response actions implemented as a result of annual supplier-specific water supply and demand assessments performed pursuant to Section 10632.1.
    - (C) The department shall submit the report to the Legislature for the 2015 plans by July 1, 2017, and the report to the Legislature for the 2020 plans and water shortage contingency plans by July 1, 2022.

(2) A report to be submitted pursuant to subparagraph (A) of paragraph (1) shall be submitted in compliance with Section 9795 of the Government Code.

(d) The department shall make available to the public the standard the department will use to identify exemplary water demand management measures.

*(Amended by Stats. 2018, Ch. 14, Sec. 40. (SB 606) Effective January 1, 2019.)*

#### **10645.**

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

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

*(Amended by Stats. 2018, Ch. 14, Sec. 41. (SB 606) Effective January 1, 2019.)*

### **CHAPTER 4. Miscellaneous Provisions [10650 - 10657]**

*( Chapter 4 added by Stats. 1983, Ch. 1009, Sec. 1. )*

#### **10650.**

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

(a) An action or proceeding alleging failure to adopt a plan or a water shortage contingency plan shall be commenced within 18 months after that adoption is required by this part.

(b) Any action or proceeding alleging that a plan or water shortage contingency plan, or action taken pursuant to either, does not comply with this part shall be commenced within 90 days after filing of the plan or water shortage contingency plan or an amendment to either pursuant to Section 10644 or the taking of that action.

*(Amended by Stats. 2018, Ch. 14, Sec. 42. (SB 606) Effective January 1, 2019.)*

#### **10651.**

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

*(Amended by Stats. 2018, Ch. 14, Sec. 43. (SB 606) Effective January 1, 2019.)*

#### 10652.

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

*(Amended by Stats. 1995, Ch. 854, Sec. 16. Effective January 1, 1996.)*

#### 10653.

The adoption of a plan shall satisfy any requirements of state law, regulation, or order, including those of the board and the Public Utilities Commission, for the preparation of water management plans, water shortage contingency plans, or conservation plans; provided, that if the board or the Public Utilities Commission requires additional information concerning water conservation, drought response measures, or financial conditions to implement its existing authority, nothing in this part shall be deemed to limit the board or the commission in obtaining that information. The requirements of this part shall be satisfied by any urban water demand management plan that complies with analogous federal laws or regulations after the effective date of this part, and which substantially meets the requirements of this part, or by any existing urban water management plan which includes the contents of a plan required under this part.

*(Amended by Stats. 2018, Ch. 14, Sec. 44. (SB 606) Effective January 1, 2019.)*

#### 10654.

An urban water supplier may recover in its rates the costs incurred in preparing its urban water management plan, its drought risk assessment, its water supply and demand assessment, and its water shortage contingency plan and implementing the reasonable water conservation measures included in either of the plans.

*(Amended by Stats. 2018, Ch. 14, Sec. 45. (SB 606) Effective January 1, 2019.)*

#### 10655.

If any provision of this part or the application thereof to any person or circumstances is held invalid, that invalidity shall not affect other provisions or applications of this part which can be given effect without the invalid provision or application thereof, and to this end the provisions of this part are severable.

*(Added by Stats. 1983, Ch. 1009, Sec. 1.)*

**10656.**

An urban water supplier is not eligible for a water grant or loan awarded or administered by the state unless the urban water supplier complies with this part.  
*(Amended by Stats. 2018, Ch. 14, Sec. 46. (SB 606) Effective January 1, 2019.)*

**10657.**

The department may adopt regulations regarding the definitions of water, water use, and reporting periods, and may adopt any other regulations deemed necessary or desirable to implement this part. In developing regulations pursuant to this section, the department shall solicit broad public participation from stakeholders and other interested persons.  
*(Added by Stats. 2018, Ch. 14, Sec. 47. (SB 606) Effective January 1, 2019.)*

A graphic of a water splash, showing a circular ring of water with droplets, set against a blue background. The splash is centered on the left side of the top banner.

# Appendix B

2020  
**Urban Water  
Management  
Plan**

# **UWMP Checklist & Standard Tables**

**Checklist Arranged by Water Code Section**

<b>Water Code Section</b>	<b>Summary as Applies to UWMP</b>	<b>Subject</b>	<b>2020 Guidebook Location</b>	<b>2020 UWMP Location</b>
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	Chapter 3, Section 3.1.1, Page 3-4  Appendix B, SB X7-7 Table 3-1 (page B15)
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 5.5	Chapter 3, Section 3.1.1, Exhibit 3C (page 3-4)
10608.24(a)	Retail suppliers shall meet their water use target by December 31, 2020.	Baselines and Targets	Section 5.5	Chapter 3, Section 3.1.1, Exhibit 3C (page 3-4)
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 5.2	No Adjustment needed.
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	Chapter 10	Two public hearings were held on March 9, 2021 and March 13, 2021. Appendix F
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	N/A
10608.4	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 5.5 and App E	Refer to SB X7-7 Table 5-2 (page B18)
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 2.2	LADWP has consistently updated its UWMP every 5 years since 1985.



<b>Water Code Section</b>	<b>Summary as Applies to UWMP</b>	<b>Subject</b>	<b>2020 Guidebook Location</b>	<b>2020 UWMP Location</b>
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	2.6	Various pages reference reports, communication, and coordination with City of Los Angeles City Planning, Bureau of Sanitation, Metropolitan Water District, Southern California Association of Governments, and other agencies & stakeholders. Appendix F documents public involvement.
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 7.2.4	Executive Summary, Section ES.1, Page ES-1
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	Appendix F, Page F4
10621(f)	Each urban water supplier shall update and submit its 2020 plan to the department by July 1, 2021.	Plan Adoption, Submittal, and Implementation	Section 10.4	To be submitted June 2021
10630.5	Each plan shall include a simple description of the supplier's plan including water availability, future requirements, a strategy for meeting needs, and other pertinent information.	Summary	Chapter 1	Executive Summary provides this lay description.
10631(a)	Describe the water supplier service area.	System Description	Sections 3.1 and 3.2	Chapter 1, Section 1.3, Page 1-4
10631(a)	Describe the climate of the service area of the supplier.	System Description	Section 3.3	Chapter 1, Section 1.3.3, Page 1-8
10631(a)	Indicate the current population of the service area.	System Description and Baselines and Targets	Sections 3.4 and 5.4	Chapter 1, Section 1.3.1, Exhibit 1B (page 1-5)
10631(a)	Provide population projections for 2025, 2030, 2035, 2040 and optionally 2045.	System Description	Section 3.4	Chapter 1, Section 1.3.1, Exhibit 1C (1-6)

Water Code Section	Summary as Applies to UWMP	Subject	2020 Guidebook Location	2020 UWMP Location
10631(a)	Describe other social, economic, and demographic factors affecting the supplier's water management planning.	System Description	Section 3.4.2	Chapter 1, Section 1.3.1, Exhibit 1C (1-6) & Chapter 2, Section 2.3, Page 2-5
10631(a)	Describe the land uses within the service area.	System Description	Section 3.5	Chapter 1, Section 1.3.2, Exhibit 1E (page 1-7)
10631(b)	Identify and quantify the existing and planned sources of water available for 2020, 2025, 2030, 2035, 2040 and optionally 2045.	System Supplies	Section 6.2	Chapter 11, Section 11.2.7 Reliability, Exhibit 11E (page 11-8)
10631(b)	Indicate whether groundwater is an existing or planned source of water available to the supplier.	System Supplies	Section 6.2.2	Chapter 5: Section 5.1, Exhibit 5C (page 5-5) & Section 5.11, Exhibit 5J (page 5-24)
10631(b)(1)	Provide a discussion of anticipated supply availability under a normal, single dry year, and a drought lasting five years, as well as more frequent and severe periods of drought.	System Supplies	Section 6.2	Chapter 11, Section 11.2.7, Exhibits 11E (Page 11-8), 11F (Page 11-9), and 11G (Page 11-10) & Section 11.3, Exhibit 11H (Page 11-13)
10631(b)(2)	When multiple sources of water supply are identified, describe the management of each supply in relationship to other identified supplies.	System Supplies	Section 6.1	Chapter 11, Section 11.2.1-11.2.6, Page 11-3 to 11-6
10631(b)(3)	Describe measures taken to acquire and develop planned sources of water.	System Supplies	Section 6.1	Chapter 3, Section 3.3, Page 3-33; Chapter 5, Section 5.2, Groundwater Development (Page 5-7), Groundwater Remediation Facilities (Page 5-9), Section 5.4, Wellfield Improvement Projects (Page 5-16); Chapter 6, Section 6.4 (Page 6-12) & Section 6.5 (Page 6-16) Chapter 7, Section 7.4 (page 7-26)
10631(b)(4)(A)	Indicate whether a groundwater sustainability plan or 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	Chapter 5, Section 5.2 to 5.8, Page 5-5 to 5-21 Basin adjudications are provided in Appendix H
10631(b)(4)(B)	Describe the groundwater basin.	System Supplies	Section 6.2.2	Chapter 5, Section 5.0, Page 5-1

<b>Water Code Section</b>	<b>Summary as Applies to UWMP</b>	<b>Subject</b>	<b>2020 Guidebook Location</b>	<b>2020 UWMP Location</b>
10631(b)(4)(B)	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	Chapter 5, Section 5.1, Page 5-3 Basin adjudications are provided in Appendix H
10631(b)(4)(B)	For unadjudicated basins, indicate whether or not the department has identified the basin as a high or medium priority. Describe efforts by the supplier to coordinate with sustainability or groundwater agencies to achieve sustainable groundwater conditions.	System Supplies	Section 6.2.3	Chapter 5.7, Section 5.7
10631(b)(4)(C)	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 6.2.2	Chapter 5, Section 5.1, Exhibit 5C (page 5-5)
10631(b)(4)(D)	Provide a detailed description and analysis of the amount and location of groundwater that is projected to be pumped.	System Supplies	Section 6.2	Chapter 5, Section 5.11, Page 5-24
10631(c)	Describe the opportunities for exchanges or transfers of water on a short-term or long- term basis.	System Supplies	Section 6.2.7	Chapter 10, Section 10.1, Page 10-1
10631(d)(1)	Quantify past, current, and projected water use, identifying the uses among water use sectors.	System Water Use	Section 4.2	Chapter 2, Section 2.1.1, Exhibit 2C, Page 2-3 & Section 2.3.4, Exhibit 2M, Page 2-10
10631(d)(3)(A)	Report the distribution system water loss for each of the 5 years preceding the plan update.	System Water Use	Section 4.3	Chapter 2, Section 2.3.3, Exhibit 2J, Page 2-8
10631(d)(3)(C)	Retail suppliers shall provide data to show the distribution loss standards were met.	System Water Use	Section 4.2.4	Chapter 2, Section 2.2.3, Exhibit 2J, Page 2-8 & Chapter 3, Section 3.2.3, Page 3-24
10631(e)(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 3, Section 3.2.3, Page 3-17 & Exhibit 3F (page 3-16) & Exhibit 3G (page 3-18)

Water Code Section	Summary as Applies to UWMP	Subject	2020 Guidebook Location	2020 UWMP Location
10631(e)(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	N/A
10631(f)	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 for a period of drought lasting 5 consecutive water years.	System Supplies	Section 6.3.9	Chapter 3, Section 3.3, Page 3-26; Chapter 5, Section 5.2, Groundwater Development (Page 5-7), Groundwater Remediation Facilities (Page 5-9), Section 5.4, Wellfield Improvement Projects (Page 5-16); Chapter 6, Section 6.4 (Page 6-12) & Section 6.5 (Page 6-16) Chapter 7, Section 7.4 (page 7-22)
10631(g)	Describe desalinated water project opportunities for long-term supply.	System Supplies	Section 6.2.6	Chapter 10, Section 10.3, Page 10-3
10631(h)	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 2.6.1	Appendix F, Page F16
10631(h)	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 2.6.1	N/A
10631.1(a)	Include projected water use needed for lower income housing projected in the service area of the supplier.	System Water Use	Section 4.4	Chapter 2, Section 2.3.6, Exhibit 2P, Page 2-12
10631.2(a)	The UWMP must include energy intensity information as stated in the code.		Section 6.4 and Appendix O	Chapter 12, Section 12.2.8, Exhibit 12M (page 12-15) Appendix B, Table O-1A (page B24)
10632(a)	Provide a water shortage contingency plan (WSCP) with specified elements below.	Water Shortage Contingency Planning	Chapter 8	Appendix I
10632(a)(2)(A)	Provide the written decision-making process and other methods that the supplier will use each year to determine its water reliability.	Water Shortage Contingency Planning	Section 8.2	Appendix I, Section 3

<b>Water Code Section</b>	<b>Summary as Applies to UWMP</b>	<b>Subject</b>	<b>2020 Guidebook Location</b>	<b>2020 UWMP Location</b>
10632(a)(2)(B)	Provide data and methodology to evaluate the supplier's water reliability for the current year and one dry year pursuant to factors in the code.	Water Shortage Contingency Planning	Section 8.2	Appendix I, Section 3
10632(a)(3)(A)	Define six standard water shortage levels of 10, 20, 30, 40, 50 percent shortage and greater than 50 percent shortage. These levels shall be based on supply conditions, including percent reductions in supply, changes in groundwater levels, changes in surface elevation, or other conditions. The shortage levels shall also apply to a catastrophic interruption of supply.	Water Shortage Contingency Planning	Section 8.3	Appendix I, Section 5
10632(a)(3)(B)	Suppliers with an existing water shortage contingency plan that uses different water shortage levels must cross reference their categories with the six standard categories.	Water Shortage Contingency Planning	Section 8.3	Appendix I, Section 1.1
10632(a)(4)(A)	Suppliers with water shortage contingency plans that align with the defined shortage levels must specify locally appropriate supply augmentation actions.	Water Shortage Contingency Planning	Section 8.4	Appendix I, Section 5.2
10632(a)(4)(B)	Specify locally appropriate demand reduction actions to adequately respond to shortages.	Water Shortage Contingency Planning	Section 8.4.1	Appendix I, Section 5.2

<b>Water Code Section</b>	<b>Summary as Applies to UWMP</b>	<b>Subject</b>	<b>2020 Guidebook Location</b>	<b>2020 UWMP Location</b>
10632(a)(4)(C)	Specify locally appropriate operational changes.	Water Shortage Contingency Planning	Section 8.4.3	Appendix I, Section 5, (no operational change actions)
10632(a)(4)(D)	Specify additional mandatory prohibitions against specific water use practices that are in addition to state-mandated prohibitions are appropriate to local conditions.	Water Shortage Contingency Planning	Section 8.4.4	Appendix I, Section 5.2
10632(a)(4)(E)	Estimate the extent to which the gap between supplies and demand will be reduced by implementation of the action.	Water Shortage Contingency Planning	Sections 8.4.1 and 8.4.2	Appendix I, Section 5.3
10632(a)(5)(A)	Suppliers must describe that they will inform customers, the public and others regarding any current or predicted water shortages.	Water Shortage Contingency Planning	Section 8.5	Appendix I, Section 10
10632(a)(5)(B) 10632(a)(5)(C)	Suppliers must describe that they will inform customers, the public and others regarding any shortage response actions triggered or anticipated to be triggered and other relevant communications.	Water Shortage Contingency Planning	Sections 8.5 and 8.6	Appendix I, Section 10
10632(a)(7)(A)	Describe the legal authority that empowers the supplier to enforce shortage response actions.	Water Shortage Contingency Planning	Section 8.7	Appendix I, Section 9
10632(a)(7)(B)	Provide a statement that the supplier will declare a water shortage emergency Water Code Chapter 3.	Water Shortage Contingency Planning	Section 8.7	Appendix I, Section 3.4
10632(a)(7)(C)	Provide a statement that the supplier will coordinate with any city or county within which it provides water for the possible proclamation of a local emergency.	Water Shortage Contingency Planning	Section 8.7	Appendix I, Section 3.4
10632(a)(8)(A)	Describe the potential revenue reductions and expense increases associated with activated shortage response actions.	Water Shortage Contingency Planning	Section 8.8	Appendix I, Section 7
10632(a)(8)(B)	Provide a description of mitigation actions needed to address revenue reductions and expense increases associated with activated shortage response actions.	Water Shortage Contingency Planning	Section 8.8	Appendix I, Section 7



<b>Water Code Section</b>	<b>Summary as Applies to UWMP</b>	<b>Subject</b>	<b>2020 Guidebook Location</b>	<b>2020 UWMP Location</b>
10632(a)(8)(C)	Describe the cost of compliance with Water Code Chapter 3.3: Excessive Residential Water Use During Drought.	Water Shortage Contingency Planning	Section 8.8	Appendix I, Section 7
10632(a)(9)	Retail suppliers must describe the monitoring and reporting requirements and procedures that ensure appropriate data is collected, tracked, and analyzed for purposes of monitoring customer compliance.	Water Shortage Contingency Planning	Section 8.9	Appendix I, Section 6.1
10632(a)(10)	Describe reevaluation and improvement procedures for monitoring and evaluation the water shortage contingency plan to ensure risk tolerance is adequate and appropriate water shortage mitigation strategies are implemented.	Water Shortage Contingency Planning	Section 8.10	Appendix I, Section 3.2
10632(b)	Analyze and define water features that are artificially supplied with water, including ponds, lakes, waterfalls, and fountains, separately from swimming pools and spas.	Water Shortage Contingency Planning	Section 8.11	Appendix I, Section 5, captured in description of Shortage Response Actions
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 6.2.5	Chapter 7, Section 7.2, Page 7-8 & Exhibit 7C (page 7-9)
10633(c)	Describe the recycled water currently being used in the supplier's service area.	System Supplies (Recycled Water)	Section 6.2.5	Chapter 7, Section 7.2, Page 7-13, & Exhibit 7E (Page 7-13), Exhibit 7F (Page 7-14), Exhibit 7H (Page 7-16), Exhibit 7J (Page 7-18), Exhibit 7L (Page 7-20)
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 6.2.5	Chapter 7, Section 7.4 (page 7-22), & Exhibit 7O (Page 7-22), Exhibit 7P (page 7-23), Exhibit 7Q (page 7-24), Exhibit 7R (page 7-25), Exhibit 7S (page 7-26); & Section 7.4.2 (page 7-26)

<b>Water Code Section</b>	<b>Summary as Applies to UWMP</b>	<b>Subject</b>	<b>2020 Guidebook Location</b>	<b>2020 UWMP Location</b>
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 6.2.5	Chapter 7, Section 7.4, Exhibit 7O, Page 7-22  Chapter 7, Section 7.3.5, Exhibit 7N, Page 7-22
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 6.2.5	Chapter 7, Section 7.4.4
10633(g)	Provide a plan for optimizing the use of recycled water in the supplier's service area.	System Supplies (Recycled Water)	Section 6.2.5	Chapter 7, Section 7.4, Page 7-22
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	Chapter 7	Chapter 4, Section 4.5, Page 4-11 Chapter 5, Section 5.9, Page 5-21 Chapter 7, Section 7.2, Page 7-8 Chapter 9, Section 9.1.1.3, Page 9-6 & Section 9.1.2.3, Page 9-8
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	Chapter 11, Section 11.2.7, Exhibits 11E (Page 11-8), 11F (Page 11-9), and 11G (Page 11-10)
10635(b)	Provide a drought risk assessment as part of information considered in developing the demand management measures and water supply projects.	Water Supply Reliability Assessment	Section 7.3	Chapter 11, Section 11.3, Page 11-12 & Exhibit 11H (Page 11-13)
10635(b)(1)	Include a description of the data, methodology, and basis for one or more supply shortage conditions that are necessary to conduct a drought risk assessment for a drought period that lasts 5 consecutive years.	Water Supply Reliability Assessment	Section 7.3	Chapter 11, Section 11.3, Page 11-12
10635(b)(2)	Include a determination of the reliability of each source of supply under a variety of water shortage conditions.	Water Supply Reliability Assessment	Section 7.3	Chapter 11, Section 11.3, Page 11-12

<b>Water Code Section</b>	<b>Summary as Applies to UWMP</b>	<b>Subject</b>	<b>2020 Guidebook Location</b>	<b>2020 UWMP Location</b>
10635(b)(3)	Include a comparison of the total water supply sources available to the water supplier with the total projected water use for the drought period.	Water Supply Reliability Assessment	Section 7.3	Chapter 11, Section 11.3, Page 11-12 & Exhibit 11H (Page 11-13)
10635(b)(4)	Include considerations of the historical drought hydrology, plausible changes on projected supplies and demands under climate change condition, anticipated regulatory changes, and other locally applicable criteria.	Water Supply Reliability Assessment	Section 7.3	Chapter 11, Section 11.3, Page 11-12 & Exhibit 11H (Page 11-13)
10635(c)	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	Sections 8.12, 10.4	To be enclosed with transmittal letter to DWR
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 and contingency plan.	Plan Preparation	Section 2.6	Appendix F
10642	Provide supporting documentation that the urban water supplier made the plan and contingency plan available for public inspection, published notice of the public hearing, and held a public hearing.	Plan Adoption, Submittal, and Implementation	Sections 10.2.2, 10.3, and 10.5	Appendix F
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	Section 10.2	Appendix F
10642	Provide supporting documentation that the plan and contingency plan has been adopted as prepared or modified.	Plan Adoption, Submittal, and Implementation	Section 10.3.1	Adoption resolution included within cover page
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 10.5	To be enclosed with transmittal letter to DWR

<b>Water Code Section</b>	<b>Summary as Applies to UWMP</b>	<b>Subject</b>	<b>2020 Guidebook Location</b>	<b>2020 UWMP Location</b>
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 10.5	To be enclosed with transmittal letter to DWR
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	Plan will be submitted electronically no later than July 1, 2021
10645(a)	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	To be enclosed with transmittal letter to DWR
10645(b)	Provide supporting documentation that, not later than 30 days after filing a copy of its water shortage contingency 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	To be enclosed with transmittal letter to DWR

Submittal Table 2-1 Retail Only: Public Water Systems			
Public Water System Number	Public Water System Name	Number of Municipal Connections 2020	Volume of Water Supplied 2020 *
<i>Add additional rows as needed</i>			
CA1910067	Los Angeles City, Department of Water & Power	745,489	487,591
<b>TOTAL</b>		<b>745,489</b>	<b>487,591</b>
* <b>Units of measure (AF, CCF, MG)</b> must remain consistent throughout the UWMP as reported in Table 2-3.			
NOTES: Municipal Connections in FYE 2020 includes Active and Inactive service connections. The Volume supplied also includes 9,641 AF of Recycled Water.			

Submittal Table 2-2: Plan Identification		
Select Only One	Type of Plan	Name of RUWMP or Regional Alliance <i>if applicable</i> (select from drop down list)
<input checked="" type="checkbox"/>	<b>Individual UWMP</b>	
<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"/>	<b>Regional Urban Water Management Plan (RUWMP)</b>	

Submittal Table 2-3: Supplier Identification	
Type of Supplier (select one or both)	
<input type="checkbox"/>	Supplier is a wholesaler
<input checked="" type="checkbox"/>	Supplier 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
* <b>Units of measure (AF, CCF, MG)</b> must remain consistent throughout the UWMP as reported in Table 2-3.	

Submittal 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 Water Code Section 10631.
Wholesale Water Supplier Name
<i>Add additional rows as needed</i>
<b>Metropolitan Water District of Southern California</b>
NOTES: Meropolitan was notified in Accordance with CWC 10631, on February 19, 2021.

Submittal Table 3-1 Retail: Population - Current and Projected						
Population Served	2020	2025	2030	2035	2040	2045(opt)
	4,041,284	4,243,478	4,374,240	4,520,870	4,670,693	4,806,396
NOTES: Demographic projections were provided for the LADWP service area by MWD who received projected demographic data from Southern California Association of Governments (SCAG). SCAG allocated its 2020 Regional Transportation Plan demographic data into water service areas for MWD's member agencies.						



Submittal Table 4-1 Retail: Demands for Potable and Non-Potable Water - Actual			
Use Type	2020 Actual		
<b>Drop down list</b> May select each use multiple times These are the only Use Types that will be recognized by the WUEdata online submittal tool	Additional Description (as needed)	Level of Treatment When Delivered Drop down list	Volume*
Add additional rows as needed			
Single Family		Drinking Water	173,107
Multi-Family		Drinking Water	143,919
Commercial		Drinking Water	79,352
Industrial		Drinking Water	12,322
Institutional/Governmental		Drinking Water	34,781
Sales/Transfers/Exchanges to other agencies		Drinking Water	53
Other			34,416
<b>TOTAL</b>			477,950
* Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Table 2-3.			

Submittal Table 4-2 Retail: Use for Potable and Non-Potable Water - Projected						
Use Type	Additional Description (as needed)	Projected Water Use*				
<b>Drop down list</b> May select each use multiple times These are the only Use Types that will be recognized by the WUEdata online submittal tool		Report To the Extent that Records are Available				
		2025	2030	2035	2040	2045 (opt)
Add additional rows as needed						
Single Family		228,529	233,366	237,297	242,761	246,779
Multi-Family		192,452	205,453	219,523	233,327	244,578
Commercial	Includes Governmental	140,863	138,733	139,213	139,882	138,302
Industrial		12,121	2,539	1,808	1,055	140
Losses	Non-Revenue Water	51,321	50,826	51,334	51,026	50,687
<b>TOTAL</b>		625,286	630,917	649,175	668,051	680,486
* Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Table 2-3.						
NOTES: Projected demands exclude additional conservation savings after FY 2013/14 baseline. Demands also exclude recycled water demands to prevent double counting of demands in subsequent tables.						

Submittal Table 4-3 Retail: Total Water Use (Potable and Non-Potable)						
	2020	2025	2030	2035	2040	2045 (opt)
Potable Water, Raw, Other Non-potable <i>From Tables 4-1R and 4-2 R</i>	477,950	625,286	630,917	649,175	668,051	680,486
Recycled Water Demand <sup>1</sup> <i>From Table 6-4</i>	36,392	43,969	55,866	56,281	56,406	56,636
<b>TOTAL WATER USE</b>	514,342	669,255	686,783	705,456	724,457	737,122
<p><sup>1</sup> Recycled water demand fields will be blank until Table 6-4 is complete</p> <p><sup>2</sup> Long term storage means water placed into groundwater or surface storage that is not removed from storage in the same year. Supplier <b>may</b> deduct recycled water placed in long-term storage from their reported demand. This value is manually entered into Table 4-3.</p>						

Submittal Table 4-4 Retail: Last Five Years of Water Loss Audit Reporting	
Reporting Period Start Date (mm/yyyy)	Volume of Water Loss <sup>1,2</sup>
07/2019	28809.3
<p><sup>1</sup> Taken from the field "Water Losses" (a combination of apparent losses and real losses) from the AWWA worksheet.</p> <p><sup>2</sup> Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Table 2-3.</p>	

Submittal Table 4-5 Retail Only: Inclusion in Water Use Projections	
<b>Are Future Water Savings Included in Projections?</b> (Refer to Appendix K of UWMP Guidebook) <i>Drop down list (y/n)</i>	Yes
If "Yes" to above, state the section or page number, in the cell to the right, where citations of the codes, ordinances, or otherwise are utilized in demand projections are found.	Chapter 2, Section 2.3
<b>Are Lower Income Residential Demands Included In Projections?</b> <i>Drop down list (y/n)</i>	Yes
NOTES: Water savings are projected independently from water demand as shown in Exhibit 2I	

Submittal Table 5-1 Baselines and Targets Summary From SB X7-7 Verification Form <i>Retail Supplier or Regional Alliance Only</i>				
Baseline Period	Start Year *	End Year *	Average Baseline GPCD*	Confirmed 2020 Target*
10-15 year	1996	2005	154	142
5 Year	2004	2008	152	
*All cells in this table should be populated manually from the supplier's SBX7-7 Verification Form and reported in Gallons per Capita per Day (GPCD)				

Submittal Table 5-2: 2020 Compliance From SB X7-7 2020 Compliance Form <i>Retail Supplier or Regional Alliance Only</i>				
2020 GPCD			2020 Confirmed Target GPCD*	Did Supplier Achieve Targeted Reduction for 2020? Y/N
Actual 2020 GPCD*	2020 TOTAL Adjustments*	Adjusted 2020 GPCD* (Adjusted if applicable)		
106	0	106	148	YES
*All cells in this table should be populated manually from the supplier's SBX7-7 2020 Compliance Form and reported in Gallons per Capita per Day (GPCD)				

Submittal Table 6-1 Retail: Groundwater Volume Pumped						
<input type="checkbox"/>	Supplier does not pump groundwater. The supplier will not complete the table below.					
<input type="checkbox"/>	All or part of the groundwater described below is desalinated.					
Groundwater Type <i>Drop Down List</i> May use each category multiple times	Location or Basin Name	2016*	2017*	2018*	2019*	2020*
<i>Add additional rows as needed</i>						
Alluvial Basin	San Fernando	75,958	55,116	22,259	36,870	42,913
Alluvial Basin	Sylmar	682			1	3
Alluvial Basin	Central	8,395	3,005	1	5	11
<b>TOTAL</b>		85,035	58,121	22,260	36,876	42,927
* Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Table 2-3.						

Submittal Table 6-2 Retail: Wastewater Collected Within Service Area in 2020						
<input type="checkbox"/>	There is no wastewater collection system. The supplier will not complete the table below.					
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 2020 *	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>
LASAN	Metered	288,000	LASAN	Hyperion Water Reclamation Plant	Yes	No
LASAN	Metered	34,000	LASAN	Donald C. Tillman Water Reclamation Plant	Yes	No
LASAN	Metered	15,000	LASAN	Los Angeles-Glendale Water Reclamation Plant	Yes	No
LASAN	Metered	14,000	LASAN	Terminal Island Water Reclamation Plant	Yes	No
<b>Total Wastewater Collected from Service Area in 2020:</b>		351,000				
* Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Table 2-3.						
NOTES: LASAN is the City of Los Angeles, Bureau of Sanitation						

**Submittal Table 6-3 Retail: Wastewater Treatment and Discharge Within Service Area in 2020**

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 (optional) 2	Method of Disposal <i>Drop down list</i>	Does This Plant Treat Wastewater Generated Outside the Service Area? <i>Drop down list</i>	Treatment Level <i>Drop down list</i>	2020 volumes <sup>1</sup>				
							Wastewater Treated	Discharged Treated Wastewater	Recycled Within Service Area <sup>3</sup>	Recycled Outside of Service Area	Instream Flow Permit Requirement
Hyperion Water Reclamation Plant	5-mile outfall	Pacific Ocean	4 191005011	Ocean outfall	Yes	Secondary, Undisinfected	288,000	232,200	15,800	40,500	
Donald C. Tillman Water Reclamation Plant	Outfall to LA River	Los Angeles River	4 191005179	River or creek outfall	Yes	Tertiary	34,000	560	32,480	0	
Los Angeles-Glendale Water Reclamation Plant	Outfall to LA River	Los Angeles River	4 191005012	River or creek outfall	Yes	Tertiary	15,000	10,420	3,590	1,570	
Terminal Island Water Reclamation Plant	Outfall to LA Harbor	Los Angeles Harbor	4 191005178	Bay or estuary outfall	Yes	Tertiary	14,000	9,200	3,800	0	
<b>Total</b>							<b>351,000</b>	<b>252,380</b>	<b>55,670</b>	<b>42,070</b>	<b>0</b>

<sup>1</sup>Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Table 2-3.

<sup>2</sup> If the Wastewater Discharge ID Number is not available to the UWMP preparer, access the SWRCB CIWQS regulated facility website at <https://ciwqs.waterboards.ca.gov/ciwqs/readOnly/CiwqsReportServlet?inCommand=reset&reportName=RegulatedFacility>

NOTES: Approximately 25,000 AF of cooling water that is released into ocean for Hyperion in-plant uses is excluded from reuse figure provided. Other in-plant account for discrepancy between this table and Table 6-4.

**Submittal Table 6-4 Retail: Recycled Water Direct Beneficial Uses Within Service Area**

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 Supplier Producing (Treating) the Recycled Water:		Los Angeles Department of Public Works - Bureau of Sanitation								
Name of Supplier Operating the Recycled Water Distribution		Los Angeles Department of Water & Power								
Supplemental Water Added in 2020 (volume) <i>Include units</i>		None								
Source of 2020 Supplemental Water		None								
Beneficial Use Type <i>Insert additional rows if needed.</i>	Potential Beneficial Uses of Recycled Water (Describe)	Amount of Potential Uses of Recycled Water (Quantity) <i>Include volume units<sup>1</sup></i>	General Description of 2020 Uses	Level of Treatment <i>Drop down list</i>	2020 <sup>1</sup>	2025 <sup>1</sup>	2030 <sup>1</sup>	2035 <sup>1</sup>	2040 <sup>1</sup>	2045 <sup>1</sup> (opt)
Agricultural irrigation										
Landscape irrigation (exc golf courses)			Parks, Schools, Schools, Apartments, Commercial, Municipal	Tertiary	2,687	3,540	4,057	4,182	4,307	4,117
Golf course irrigation			Golf Course	Tertiary	2,877	3,201	3,201	3,201	3,201	3,201
Commercial use										
Industrial use			Cooling Towers, Fill Stations, Industrial toilets	Tertiary	956	4,108	13,988	14,138	14,138	14,558
Geothermal and other energy production										
Seawater intrusion barrier			Dominguez Gap	Tertiary	3,121	6,500	8,000	8,000	8,000	8,000
Recreational impoundment										
Wetlands or wildlife habitat			Lakes	Tertiary	26,751	26,620	26,620	26,760	26,760	26,760
Groundwater recharge (IPR)										
Reservoir water augmentation (IPR)										
Direct potable reuse										
Other (Description Required)										
<b>Total:</b>					<b>36,392</b>	<b>43,969</b>	<b>55,866</b>	<b>56,281</b>	<b>56,406</b>	<b>56,636</b>
<b>2020 Internal Reuse</b>										

<sup>1</sup> Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Table 2-3.

NOTES: Demands from LA Groundwater Replenishment project excluded to avoid double counting of supply and demand. Use from governmental customers (as categorized in Table 4-2) are distributed among different use types.

**Submittal Table 6-5 Retail: 2015 UWMP Recycled Water Use Projection Compared to 2020 Actual**

<input type="checkbox"/>	Recycled water was not used in 2015 nor projected for use in 2020. The supplier will not complete the table below. If recycled water was not used in 2020, and was not predicted to be in 2015, then check the box and do not complete the table.	
Beneficial Use Type	2015 Projection for 2020 <sup>1</sup>	2020 Actual Use <sup>1</sup>
<i>Insert additional rows as needed.</i>		
Agricultural irrigation		
Landscape irrigation (exc golf courses)	4,500	2,687
Golf course irrigation	3,800	2,877
Commercial use		
Industrial use	3,400	956
Geothermal and other energy production	600	0
Seawater intrusion barrier	7,500	3,121
Recreational impoundment		
Wetlands or wildlife habitat	26,740	26,751
Groundwater recharge (IPR)		
Reservoir water augmentation (IPR)		
Direct potable reuse		
Other (Description Required)		
<b>Total</b>	<b>46,540</b>	<b>36,392</b>
<sup>1</sup> Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Table 2-3.		
NOTES: 2015 and 2020 Municipal and Industrial Use was projected as aggregate total; projections for M&I subcategories are not available.		

**Submittal 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>			
Harbor Area Expansion	Non-potable reuse, mostly industrial and irrigational customers.	2031	15,676
Metro Area Expansion	Non-potable reuse, mostly irrigation.	2041	1,035
Valley Area Expansion	Non-potable reuse, industrial and irrigational customers.	2026	250
Westside Area Expansion	Mostly industrial use.	2028	1,495
GWR	Indirect Potable reuse	2027	11,000
		<b>Total</b>	<b>29,456</b>
<sup>*</sup> Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Table 2-3.			
NOTES: See 2020 UWMP Exhibits 7Q, 7R, 7S, 7T and Sections 7.3.1 and 7.3.2.			



Submittal 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 suppliers?		Description (if needed)	Planned Implementation Year	Planned for Use in Year Type <i>Drop Down List</i>	Expected Increase in Water Supply to Supplier* <i>This may be a range</i>
	<i>Drop Down List (y/n)</i>	<i>If Yes, Supplier Name</i>				
<i>Add additional rows as needed</i>						
Non-potable Reuse Projects	Yes	LASAN	Increased NPR connections for irrigation, industrial and commercial use	2045	All Year Types	18,456
Groundwater Replenishment	Yes	LASAN	Replenishing the San Fernando Basin with high quality Recycled Water	2027	All Year Types	11,000
Stormwater Recharge	Yes	LA County Flood Control	Recharge will allow for increased pumping	2045	All Year Types	15,000
Conservation	Yes	MWD	Ordinances mandate efficient water uses. Rebates for commercial and residential customers. Public outreach, advertising, and education on water use efficiency.	2045	All Year Types	144,700-180,200

**\*Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Table 2-3.**

Submittal Table 6-8 Retail: Water Supplies — Actual				
Water Supply	Additional Detail on Water Supply	2020		
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		Actual Volume*	Water Quality Drop Down List	Total Right or Safe Yield* (optional)
Add additional rows as needed				
Groundwater (not desalinated)	From the San Fernando Basin, Sylmar Basin, and Central Basin	34,363	Drinking Water	
Purchased or Imported Water	Los Angeles Aqueduct	292,095	Other Non-Potable Water	
Purchased or Imported Water	Metropolitan Water District of Southern California	62,641	Drinking Water	
Purchased or Imported Water	Metropolitan Water District of Southern California	90,006	Other Non-Potable Water	
Recycled Water	Non-Potable Reuse	9,641	Recycled Water	
Supply from Storage		1,155	Drinking Water	
<b>Total</b>		<b>489,901</b>		<b>0</b>
<b>*Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Table 2-3.</b>				

Submittal Table 6-9 Retail: Water Supplies — Projected											
Water Supply	Additional Detail on Water Supply	Projected Water Supply * Report To the Extent Practicable									
		2025		2030		2035		2040		2045 (opt)	
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		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											
Groundwater (not desalinated)	From San Fernando Basin, Sylmar, and Central Basin	109,400		109,400		109,400		108,800		108,800	
Purchased or Imported Water	Los Angeles Aqueduct	190,400		188,900		187,300		185,800		184,200	
Purchased or Imported Water	Metropolitan Water District of Southern California	181,400		180,200		183,700		204,100		216,800	
Stormwater Use	Centralized Recharge will allow us to Pump Additional Groundwater	4,000		8,000		15,000		15,000		15,000	
Recycled Water	Non-Potable Reuse	17,300		29,200		29,700		29,800		30,000	
Recycled Water	Beneficial Wate Use	26,600		26,600		26,600		26,600		26,600	
Recycled Water	Beneficial Wate Use	7,000		11,000		11,000		11,000		11,000	
Other	LADWP Considers Conservation a Supply	133,100		133,500		142,700		143,300		144,700	
<b>Total</b>		<b>669,200</b>	<b>0</b>	<b>686,800</b>	<b>0</b>	<b>705,400</b>	<b>0</b>	<b>724,400</b>	<b>0</b>	<b>737,100</b>	<b>0</b>
<b>*Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Table 2-3.</b>											
NOTES: Projections based on average weather year as shown in Exhibit 11E of LADWP's 2020 UWMP, which does not include 26,600 AF of recycled water for environmental use, which is shown in											

**Table O-1A: Recommended Energy Reporting - Water Supply Process Approach**

Enter Start Date for Reporting Period	7/1/2017	Urban Water Supplier Operational Control							
End Date	6/30/2018	Water Management Process						Non-Consequential Hydropower (if applicable)	
<input type="checkbox"/> Is upstream embedded in the values reported?									
	Water Volume Units Used	Extract and Divert	Place into Storage	Conveyance	Treatment	Distribution	Total Utility	Hydropower	Net Utility
Volume of Water Entering Process	AF	21,760	0	307,671	409,927	512,338	512,338	0	512,338
Energy Consumed (kWh)	N/A	14,041,568	0	0	15,933,137	77,813,895	107,788,600		107,788,600
Energy Intensity (kWh/vol.)	N/A	645.3	0.0	0.0	38.9	151.9	210.4	0.0	210.4

**Table O-2: Recommended Energy Reporting - Wastewater & Recycled Water**

Enter Start Date for Reporting Period	7/1/2017	Urban Water Supplier Operational Control			
End Date	6/30/2018	Water Management Process			
<input type="checkbox"/> Is upstream embedded in the values reported?		Collection / Conveyance	Treatment	Discharge / Distribution	Total
Volume of Water Units Used	AF				
Volume of Wastewater Entering Process (volume units selected above)		0	64,000	0	64,000
Wastewater Energy Consumed (kWh)		0	48,412,540	0	48,412,540
Wastewater Energy Intensity (kWh/volume)		0.0	756	0	756
Volume of Recycled Water Entering Process (volume units selected above)		0	9,778	0	9,778
Recycled Water Energy Consumed (kWh)		0	11,430,482	0	11,430,482
Recycled Water Energy Intensity (kWh/volume)		0.0	1,169	0	1,169

**Submittal Table 7-1 Retail: Basis of Water Year Data (Reliability Assessment)**

Year Type	Base Year If not using a calendar year, type in the last year of the fiscal, water year, or range of years, for example, water year 2019-2020, use 2020	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	1985-2015	190,400	100%
Single-Dry Year	1990	70,800	37%
Consecutive Dry Years 1st Year	1988	134,600	71%
Consecutive Dry Years 2nd Year	1989	120,100	63%
Consecutive Dry Years 3rd Year	1990	71,000	37%
Consecutive Dry Years 4th Year	1991	119,900	63%
Consecutive Dry Years 5th Year	1992	141,900	75%

Supplier 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 a Supplier 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.

**\*Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Table 2-3.**

NOTES: Showing LA Aqueduct supply reliability only. Groundwater & Recycled Water do not vary with weather. MWD supply is used to supplement insufficient local supplies and is not directly co-related to weather.

**Submittal Table 7-2 Retail: Normal Year Supply and Demand Comparison**

	2025	2030	2035	2040	2045 (Opt)
Supply totals (autofill from Table 6-9)	669,200	686,800	705,400	724,400	737,100
Demand totals (autofill from Table 4-3)	669,255	686,783	705,456	724,457	737,122
Difference	(55)	17	(56)	(57)	(22)

NOTES: Differences in supply and demand are due to rounding.

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

	2025	2030	2035	2040	2045 (Opt)
Supply totals*	674,700	693,200	712,700	732,700	746,000
Demand totals*	674,700	693,200	712,700	732,700	746,000
Difference	0	0	0	0	0

*\*Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Table 2-3.*

NOTES: Based on data presented in Exhibit 11F. Excludes supplies and demands for recycled water environmental uses.

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

		2025*	2030*	2035*	2040*	2045* (Opt)
First year	Supply totals	657,900	675,800	694,900	714,700	727,400
	Demand totals	657,900	675,800	694,900	714,700	727,400
	Difference	0	0	0	0	0
Second year	Supply totals	661,700	679,700	698,900	718,500	731,500
	Demand totals	661,700	679,700	698,900	718,500	731,500
	Difference	0	0	0	0	0
Third year	Supply totals	674,800	693,200	712,800	732,700	746,000
	Demand totals	674,800	693,200	712,800	732,700	746,000
	Difference	0	0	0	0	0
Fourth year	Supply totals	661,600	679,600	698,900	718,400	731,500
	Demand totals	661,600	679,600	698,900	718,400	731,500
	Difference	0	0	0	0	0
Fifth year	Supply totals	655,700	673,600	692,600	712,000	724,900
	Demand totals	655,700	673,600	692,600	712,000	724,900
	Difference	0	0	0	0	0

*\*Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Table 2-3.*

NOTES: Based on data shown in Exhibit 11G with historical hydrologies from FYE 1988-1992. The worst case scenario is when target year lands on the 3rd year of multi-dry year sequence.

**Submittal Table 7-5: Five-Year Drought Risk Assessment Tables to address Water Code Section 10635(b)**

<b>2021</b>	<b>Total</b>
Total Water Use	645,900
Total Supplies	645,900
Surplus/Shortfall w/o WSCP Action	0
<b>Planned WSCP Actions (use reduction and supply augmentation)</b>	
WSCP - supply augmentation benefit	
WSCP - use reduction savings benefit	
Revised Surplus/(shortfall)	0
Resulting % Use Reduction from WSCP action	0%
<b>2022</b>	
<b>Total</b>	<b>Total</b>
Total Water Use	652,600
Total Supplies	652,600
Surplus/Shortfall w/o WSCP Action	0
<b>Planned WSCP Actions (use reduction and supply augmentation)</b>	
WSCP - supply augmentation benefit	
WSCP - use reduction savings benefit	
Revised Surplus/(shortfall)	0
Resulting % Use Reduction from WSCP action	0%
<b>2023</b>	
<b>Total</b>	<b>Total</b>
Total Water Use	668,600
Total Supplies	668,600
Surplus/Shortfall w/o WSCP Action	0
<b>Planned WSCP Actions (use reduction and supply augmentation)</b>	
WSCP - supply augmentation benefit	
WSCP - use reduction savings benefit	
Revised Surplus/(shortfall)	0
Resulting % Use Reduction from WSCP action	0%
<b>2024</b>	
<b>Total</b>	<b>Total</b>
Total Water Use	658,600
Total Supplies	658,600
Surplus/Shortfall w/o WSCP Action	0
<b>Planned WSCP Actions (use reduction and supply augmentation)</b>	
WSCP - supply augmentation benefit	
WSCP - use reduction savings benefit	
Revised Surplus/(shortfall)	0
Resulting % Use Reduction from WSCP action	0%
<b>2025</b>	
<b>Total</b>	<b>Total</b>
Total Water Use	655,700
Total Supplies	655,700
Surplus/Shortfall w/o WSCP Action	0
<b>Planned WSCP Actions (use reduction and supply augmentation)</b>	
WSCP - supply augmentation benefit	
WSCP - use reduction savings benefit	
Revised Surplus/(shortfall)	0
Resulting % Use Reduction from WSCP action	0%

**Submittal Table 8-1  
Water Shortage Contingency Plan Levels**

Shortage Level	Percent Shortage Range	Shortage Response Actions <i>(Narrative description)</i>
1	Up to 10%	Water Shortage Level 1 constitutes a consumer demand reduction of up to 10%. Shortage response actions under this level include permanent water use restrictions that are listed as Phase I of the City’s Emergency Water Conservation Plan (Conservation Ordinance). This phase is considered as “No Shortage” as permanent water restrictions began in 2009 to eliminate waste of water up to 10%.
2	Up to 20%	Water Shortage Level 2 is implemented when there is a reasonable probability of supply shortage from LADWP controlled supplies in the long-term and a demand reduction of up to 20% is necessary to mitigate this long-term shortage risk. Conservation Ordinance Phase 2 will be implemented to achieve the necessary demand reduction. Additionally, to reduce consumption during this phase and all higher levels of conditions, LADWP may increase its public education and outreach efforts and enforcement measure to build awareness of voluntary water conservation practices and all permanent water waste prohibitions.
3	Up to 30%	A Water Shortage Level 3 is considered a Significant Shortage and implemented when water supply shortages of up to 30% are experienced. During a Significant Shortage, a new set of mandatory water conservation practices corresponding to Conservation Ordinance Phase III takes effect, in addition to all water use restrictions from shortage levels 1 and 2. Beginning with Water Shortage Level 3, LADWP may elect to withdraw from available emergency storage along the LAA system and from local groundwater basins. Emergency storage along the LAA may come in the form of emergency reservoir storage and/or as emergency groundwater pumping in the Owens Valley with the approval of the LA/Inyo Standing Committee. Emergency storage from local groundwater basin may come in the form of storied water credits. Withdrawals from emergency supplies may provide only short-term relief and the extent of withdrawals will be determined based on assessments of long-term shortage risk.
4	Up to 40%	Water Shortage Level 4 is a Severe Shortage that is implemented when water supply shortages of up to 40% are experienced. During a Severe Shortage, a new set of mandatory water conservation practices corresponding to Conservation Ordinance Phase IV takes effect, in addition to all water use restrictions from less severe shortage levels. LADWP may also elect to increase withdrawals from available emergency storage along the LAA system and from local groundwater basins.
5	Up to 50%	Water Shortage Level 5 is a Critical Shortage that is implemented when water supply shortages of up to 50% are experienced. During a Critical Shortage, a new set of mandatory water conservation practices corresponding to Conservation Ordinance Phase V takes effect, in addition to all water use restrictions from less severe shortage levels. LADWP may also elect to further increase withdrawals from available emergency storage along the LAA system and from local groundwater basins.
6	>50%	Water Shortage Level 6 is a Supercritical Shortage that is implemented when water supply shortages of over 50% are experienced. During a Supercritical Shortage, Board action in addition to Conservation Ordinance Phase V will be implemented based on the level of response necessary. LADWP may elect maximize withdrawals from available emergency storage along the LAA system and from local groundwater basins for supply augmentation.

NOTES: All Water shortage levels are explained in further details under Appendix I Section 5 of the Water Shortage Contingency Plan.



**Submittal Table 8-2: Demand Reduction Actions**

Shortage Level	Demand Reduction Actions <i>Drop down list</i> <i>These are the only categories that will be accepted by the WUEdata online submittal tool. Select those that apply.</i>	How much is this going to reduce the shortage gap? <i>Include units used (volume type or percentage)</i>	Additional Explanation or Reference <i>(optional)</i>	Penalty, Charge, or Other Enforcement? <i>For Retail Suppliers Only Drop Down List</i>
<i>Add additional rows as needed</i>				
1	CII - Restaurants may only serve water upon request	Up to 10%	No drinking water shall be served unless expressly requested in restaurants, hotels, cafes, cafeterias, or other public places where food is sold, served, or offered for sale.	Yes
1	Landscape - Restrict or prohibit runoff from landscape irrigation	Up to 10%	All irrigation with potable water using spray head and bubblers shall be limited to no more than ten minutes per water day per station. Irrigation of landscape with potable water using rotors and multistream rotary heads shall be limited to no more than 15 minutes per cycle and up to 2 cycles per water day per station.	Yes
1	Landscape - Prohibit all landscape irrigation	Up to 10%	No Irrigating during rain or within 48 hours after a measureable rain event.	Yes
1	Landscape - Limit landscape irrigation to specific times	Up to 10%	No irrigating between 9 am - 4pm	Yes
1	CII - Other CII restriction or prohibition	Up to 10%	Installation of single pass cooling systems prohibited at for new water service requests	Yes
1	CII - Lodging establishment must offer opt out of linen service	Up to 10%	Operators of hotels and motels shall provide guests with the option of choosing not to have towels and linens laundered daily.	Yes
1	CII - Other CII restriction or prohibition	Up to 10%	No restaurant, hotel, cafe, cafeteria, or other public place where food is sold, served or offered for-sale, shall serve drinking water to any person unless expressly requested.	Yes
1	Other - Prohibit vehicle washing except at facilities using recycled or recirculating water	Up to 10%	No washing vehicles with a hose if the hose does not have a selfclosing water shut-off device attached or the hose is allowed to run continuously while washing a vehicle.	Yes
1	Other	Up to 10%	No large landscape areas shall have irrigation systems without rain sensors that shut off the irrigation systems. Large landscape areas with approved weather-based irrigation controllers registered with LADWP are compliant.	Yes

1	Reduce System Water Loss	Up to 10%	No LADWP customer shall permit water to leak from any pipe or fixture on the customer's premises	Yes
1	CII - Other CII restriction or prohibition	Up to 10%	No installation of single pass cooling systems shall be permitted in buildings requesting new water service.	Yes
2	Landscape - Limit landscape irrigation to specific days	Up to 20%	Limits customers to 3-day a week watering with reduced water duration times based on even and odd addresses	Yes
2	Landscape - Other landscape restriction or prohibition	Up to 20%	Increase conservation messaging (radio, TV, social media, educational events)	Yes
2	Expand Public Information Campaign	Up to 20%	Increase outreach efforts for high volume customers and provide one on one assessments	Yes
2	Improve Customer Billing	Up to 20%	Expand enforcement of unreasonable use of water	Yes
3	Landscape - Limit landscape irrigation to specific days	Up to 30%	Limits customers to 2-day a week watering with reduced water duration times based on even and odd addresses	Yes
3	Pools and Spas - Require covers for pools and spas	Up to 30%	Recommend use of pool covers	Yes
3	Other - Prohibit vehicle washing except at facilities using recycled or recirculating water	Up to 30%	Recommend washing of vehicles at commercial car wash facilities	Yes
4	Landscape - Limit landscape irrigation to specific days	Up to 40%	Limits customers to 1-day a week watering with reduced water duration times based on even and odd addresses	Yes
4	Pools and Spas - Require covers for pools and spas	Up to 40%	Use of swimming pool covers on all residential swimming pools when not in use.	Yes
4	Other - Prohibit vehicle washing except at facilities using recycled or recirculating water	Up to 40%	No washing of vehicles allowed except at commercial car wash facilities.	Yes
4	Water Features - Restrict water use for decorative water features, such as fountains	up to 40%	No filling of decorative fountains, ponds, lakes, or similar structures used for aesthetic purposes, with potable water.	yes
5	Landscape - Limit landscape irrigation to specific days	Up to 50%	No landscape irrigation is allowed.	Yes
5	Pools - Allow filling of swimming pools only when an appropriate cover is in place.	Up to 50%	No filling of residential swimming pools and spas with potable water.	Yes
6	Other	Over 50%	The Board is authorized to implement additional water restrictions based on supply situation; Prohibitions are not applicable for use of water necessary for public health and safety; Customers may apply for a variance under undue hardship circumstances	Yes

<b>Submittal Table 8-3: Supply Augmentation and Other Actions</b>			
Shortage Level	Supply Augmentation Methods and Other Actions 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>	How much is this going to reduce the shortage gap? <i>Include units used (volume type or percentage)</i>	Additional Explanation or Reference <i>(optional)</i>
<i>Add additional rows as needed</i>			
3 to 6	Other Actions (describe)	Up to 50% depending on groundwater conditions and available storage volumes	Withdraw from available emergency storage along the LAA System and local groundwater basins

<b>Submittal Table 10-1 Retail: Notification to Cities and Counties</b>		
City Name	60 Day Notice	Notice of Public Hearing
<i>Add additional rows as needed</i>		
West Hollywood	Yes	Yes
Culver City	Yes	Yes
County Name <i>Drop Down List</i>	60 Day Notice	Notice of Public Hearing
<i>Add additional rows as needed</i>		
Los Angeles County	Yes	Yes
NOTES: Please refer to Appendix F		

**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

**SB X7-7 Table-1: Baseline Period Ranges**

Baseline	Parameter	Value	Units
10- to 15-year baseline period	2008 total water deliveries	648,523	Acre Feet
	2008 total volume of delivered recycled water	4,181	Acre Feet
	2008 recycled water as a percent of total deliveries	0.64%	Percent
	Number of years in baseline period <sup>1, 2</sup>	10	Years
	Year beginning baseline period range	1996	
	Year ending baseline period range <sup>3</sup>	2005	
5-year baseline period	Number of years in baseline period	5	Years
	Year beginning baseline period range	2004	
	Year ending baseline period range <sup>4</sup>	2008	

<sup>1</sup>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.

<sup>2</sup>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.

<sup>3</sup>The ending year must be between December 31, 2004 and December 31, 2010.

<sup>4</sup>The ending year must be between December 31, 2007 and December 31, 2010.

**SB X7-7 Table 2: Method for Population Estimates**

Method Used to Determine Population (may check more than one)	
<input checked="" type="checkbox"/>	<b>1. Department of Finance (DOF)</b> DOF Table E-8 (1990 - 2000) and (2000-2010) and DOF Table E-5 (2010 - 2020) when available
<input type="checkbox"/>	<b>2. Persons-per-Connection Method</b>
<input type="checkbox"/>	<b>3. DWR Population Tool</b>
<input checked="" type="checkbox"/>	<b>4. Other</b> DWR recommends pre-review

NOTES: NOTES: LADWP service area population is based on DOF estimates with the following adjustments:

Addition

The areas outside the LA City boundary, but served by LADWP, were delineated using GIS. Population information for each of the delineated areas was taken from US census data at the block level for the years 1990, 2000, and 2010. This population remained fairly stable over this period of time at around 32,600 people. The initial estimate of 28,000 people was established more than 20 years ago. Based on the recent study, this adjustment was increased by 4,600 people starting from 2010.

Subtraction

The population living within the City of LA but served by others was determined by surveying City housing units that are not reachable by LADWP's service lines. This population also remains fairly constant at 2,000 people.

<b>SB X7-7 Table 3: Service Area Population</b>		
<b>Year</b>		<b>Population</b>
<b>10 to 15 Year Baseline Population</b>		
Year 1	1996	3,568,651
Year 2	1997	3,584,227
Year 3	1998	3,613,170
Year 4	1999	3,653,878
Year 5	2000	3,705,600
Year 6	2001	3,740,515
Year 7	2002	3,766,481
Year 8	2003	3,786,410
Year 9	2004	3,799,549
Year 10	2005	3,795,131
Year 11		
Year 12		
Year 13		
Year 14		
Year 15		
<b>5 Year Baseline Population</b>		
Year 1	2004	3,799,549
Year 2	2005	3,795,131
Year 3	2006	3,794,645
Year 4	2007	3,790,063
Year 5	2008	3,800,497
<b>2020 Compliance Year Population</b>		
	<b>2020</b>	<b>4,041,284</b>

**SB X7-7 Table 4: Annual Gross Water Use \***

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>	
<b>10 to 15 Year Baseline - Gross Water Use</b>							
Year 1	1996	601,559			-		601,559
Year 2	1997	628,540			-		628,540
Year 3	1998	591,308			-		591,308
Year 4	1999	617,841			-		617,841
Year 5	2000	659,677			-		659,677
Year 6	2001	658,800			-		658,800
Year 7	2002	661,553			-		661,553
Year 8	2003	653,109			-		653,109
Year 9	2004	684,476			-		684,476
Year 10	2005	615,309			-		615,309
Year 11	0	-			-		-
Year 12	0	-			-		-
Year 13	0	-			-		-
Year 14	0	-			-		-
Year 15	0	-			-		-
<b>10 - 15 year baseline average gross water use</b>							<b>637,217</b>
<b>5 Year Baseline - Gross Water Use</b>							
Year 1	2004	684,476			-		684,476
Year 2	2005	615,309			-		615,309
Year 3	2006	628,386			-		628,386
Year 4	2007	666,096			-		666,096
Year 5	2008	645,781			-		645,781
<b>5 year baseline average gross water use</b>							<b>648,010</b>
<b>2020 Compliance Year - Gross Water Use</b>							
<b>2020</b>		479,105	-		-		<b>479,105</b>

\* NOTE that the units of measure must remain consistent throughout the UWMP, as reported in Table 2-3

SB X7-7 Table 4-A: Volume Entering the Distribution System(s)				
Complete one table for each source.				
Name of Source		Los Angeles Aqueduct		
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 * Optional (+/-)	Corrected Volume Entering Distribution System	
10 to 15 Year Baseline - Water into Distribution System				
Year 1	1996	466,584		466,584
Year 2	1997	445,400		445,400
Year 3	1998	396,519		396,519
Year 4	1999	424,499		424,499
Year 5	2000	293,075		293,075
Year 6	2001	238,747		238,747
Year 7	2002	228,224		228,224
Year 8	2003	203,372		203,372
Year 9	2004	224,728		224,728
Year 10	2005	297,828		297,828
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	224,728		224,728
Year 2	2005	297,828		297,828
Year 3	2006	368,878		368,878
Year 4	2007	277,817		277,817
Year 5	2008	151,506		151,506
2020 Compliance Year - Water into Distribution System				
2020		292,095		292,095
* Meter Error Adjustment - See guidance in Methodology 1, Step 3 of Methodologies Document				

SB X7-7 Table 4-A: Volume Entering the Distribution System				
Name of Source		Local Groundwater		
This water source is:				
<input checked="" type="checkbox"/> The supplier's own water source				
<input type="checkbox"/> A purchased or imported source				
Baseline Year <i>Fm SB X7-7 Table 3</i>	Volume Entering Distribution System	Meter Error Adjustment * Optional (+/-)	Corrected Volume Entering Distribution System	
10 to 15 Year Baseline - Water into Distribution System				
Year 1	1996	71083		71,083
Year 2	1997	109826		109,826
Year 3	1998	98932		98,932
Year 4	1999	125381		125,381
Year 5	2000	126649		126,649
Year 6	2001	85077		85,077
Year 7	2002	69660		69,660
Year 8	2003	87505		87,505
Year 9	2004	92497		92,497
Year 10	2005	66792		66,792
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	92497		92,497
Year 2	2005	66792		66,792
Year 3	2006	50620		50,620
Year 4	2007	92899		92,899
Year 5	2008	73314		73,314
2020 Compliance Year - Water into Distribution System				
2020		34,363		34,363
* Meter Error Adjustment - See guidance in Methodology 1, Step 3 of Methodologies Document				

SB X7-7 Table 4-A: Volume Entering the Distribution System				
Name of Source		Metropolitan Water District		
This water source is:				
<input type="checkbox"/> The supplier's own water source				
<input type="checkbox"/> A purchased or imported source				
Baseline Year <i>Fm SB X7-7 Table 3</i>	Volume Entering Distribution System	Meter Error Adjustment * Optional (+/-)	Corrected Volume Entering Distribution System	
10 to 15 Year Baseline - Water into Distribution System				
Year 1	1996	63892		63,892
Year 2	1997	73314		73,314
Year 3	1998	95857		95,857
Year 4	1999	67961		67,961
Year 5	2000	239953		239,953
Year 6	2001	334976		334,976
Year 7	2002	363669		363,669
Year 8	2003	362232		362,232
Year 9	2004	367251		367,251
Year 10	2005	250689		250,689
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	367251		367,251
Year 2	2005	250689		250,689
Year 3	2006	208888		208,888
Year 4	2007	295380		295,380
Year 5	2008	420961		420,961
2020 Compliance Year - Water into Distribution System				
2020		152,647		152,647
* Meter Error Adjustment - See guidance in Methodology 1, Step 3 of Methodologies Document				



<b>SB X7-7 Table 5: Gallons Per Capita Per Day (GPCD)</b>				
<b>Baseline Year</b> <i>Fm SB X7-7 Table 3</i>		<b>Service Area Population</b> <i>Fm SB X7-7 Table 3</i>	<b>Annual Gross Water Use</b> <i>Fm SB X7-7 Table 4</i>	<b>Daily Per Capita Water Use (GPCD)</b>
<b>10 to 15 Year Baseline GPCD</b>				
Year 1	1996	3,568,651	601,559	150
Year 2	1997	3,584,227	628,540	157
Year 3	1998	3,613,170	591,308	146
Year 4	1999	3,653,878	617,841	151
Year 5	2000	3,705,600	659,677	159
Year 6	2001	3,740,515	658,800	157
Year 7	2002	3,766,481	661,553	157
Year 8	2003	3,786,410	653,109	154
Year 9	2004	3,799,549	684,476	161
Year 10	2005	3,795,131	615,309	145
<i>Year 11</i>	0	-	-	
<i>Year 12</i>	0	-	-	
<i>Year 13</i>	0	-	-	
<i>Year 14</i>	0	-	-	
<i>Year 15</i>	0	-	-	
<b>10-15 Year Average Baseline GPCD</b>				<b>154</b>
<b>5 Year Baseline GPCD</b>				
<b>Baseline Year</b> <i>Fm SB X7-7 Table 3</i>		<b>Service Area Population</b> <i>Fm SB X7-7 Table 3</i>	<b>Gross Water Use</b> <i>Fm SB X7-7 Table 4</i>	<b>Daily Per Capita Water Use</b>
Year 1	2004	3,799,549	684,476	161
Year 2	2005	3,795,131	615,309	145
Year 3	2006	3,794,645	628,386	148
Year 4	2007	3,790,063	666,096	157
Year 5	2008	3,800,497	645,781	152
<b>5 Year Average Baseline GPCD</b>				<b>152</b>
<b>2020 Compliance Year GPCD</b>				
<b>2020</b>		4,041,284	479,105	<b>106</b>

<b>SB X7-7 Table 6: Gallons per Capita per Day</b> <i>Summary From Table SB X7-7 Table 5</i>	
10-15 Year Baseline GPCD	154
5 Year Baseline GPCD	152
2020 Compliance Year GPCD	106

SB X7-7 Table 7: 2020 Target Method		
Select Only One		
Target Method	Supporting Documentation	
<input type="checkbox"/>	Method 1	SB X7-7 Table 7A
<input type="checkbox"/>	Method 2	SB X7-7 Tables 7B, 7C, and 7D <i>See UWMP DWR webpage or contact staff for these tables</i>
<input checked="" type="checkbox"/>	Method 3	SB X7-7 Table 7-E
<input type="checkbox"/>	Method 4	Method 4 Calculator

SB X7-7 Table 7-A: Target Method 1	
20% Reduction	
10-15 Year Baseline GPCD	2020 Target GPCD
154	123

SB X7-7 Table 7-E: Target Method 3				
Agency May Select More Than One as Applicable	Percentage of Service Area in This Hydrological Region	Hydrologic Region	"2020 Plan" Regional Targets	Method 3 Regional Targets (95%)
<input type="checkbox"/>		North Coast	137	130
<input type="checkbox"/>		North Lahontan	173	164
<input type="checkbox"/>		Sacramento River	176	167
<input type="checkbox"/>		San Francisco Bay	131	124
<input type="checkbox"/>		San Joaquin River	174	165
<input type="checkbox"/>		Central Coast	123	117
<input type="checkbox"/>		Tulare Lake	188	179
<input type="checkbox"/>		South Lahontan	170	162
<input checked="" type="checkbox"/>	100%	South Coast	149	142
<input type="checkbox"/>		Colorado River	211	200
<b>Target</b> <i>(If more than one region is selected, this value is calculated.)</i>				<b>142</b>

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

5 Year Baseline GPCD <i>From SB X7-7 Table 5</i>	Maximum 2020 Target <sup>1</sup>	Calculated 2020 Target <sup>2</sup>	<b>Confirmed 2020 Target</b>
152	145	142	<b>142</b>

<sup>1</sup> Maximum 2020 Target is 95% of the 5 Year Baseline GPCD except for suppliers at or below 100 GPCD.

<sup>2</sup> 2020 Target is calculated based on the selected Target Method, see SB X7-7 Table 7 and corresponding tables for agency's calculated target.

**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>	<b>2015 Interim Target GPCD</b>
142	154	<b>148</b>

**SB X7-7 Table 8: 2020 Compliance**

Actual 2020 GPCD	2020 Interim Target GPCD	Optional Adjustments <i>(in GPCD)</i>					2020 GPCD <i>(Adjusted if applicable)</i>	Did Supplier Achieve Targeted Reduction for 2020?
		Enter "0" if Adjustment Not Used			TOTAL Adjustments	Adjusted 2020 GPCD		
		Extraordinary Events	Weather Normalization	Economic Adjustment				
106	148	-	-	-	-	106	106	<b>YES</b>

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A graphic for Appendix C featuring a bright blue background with a white water splash pattern. The text "Appendix C" is written in white, centered within the splash.

# Appendix C

2020  
**Urban Water  
Management  
Plan**

# Water Rate Ordinance

ORDINANCE NO. 184130

An ordinance approving the rates fixed by the Department of Water and Power of the City of Los Angeles and to be charged for water and water service supplied by the Department to its customers, and approving the time and manner of payment for such water and water services.

**THE PEOPLE OF THE CITY OF LOS ANGELES  
DO ORDAIN AS FOLLOWS:**

Section 1. That the rates to be charged and collected and the terms, provisions and conditions to be effective respecting such rates for water and water service supplied by the Department of Water and Power (Department) of the City of Los Angeles (City) to its customers, heretofore fixed by Resolution No. 016-130, adopted by the Board of Water and Power Commissioners on December 15, 2015, are hereby approved. Such rates and conditions so fixed are as set forth in the following sections.

Sec. 2. That such service supplied to customers shall be in accordance with rate schedules prescribed as follows:

**A. SCHEDULE A - SINGLE-DWELLING UNIT RESIDENTIAL CUSTOMERS**

**1. APPLICABILITY**

Applicable to Single-Dwelling Unit Residential Customers.

**2. TERRITORY**

City of Los Angeles.

**3. COMMODITY CHARGES**

Rate Per  
Hundred Cubic Feet

a. **First Tier Usage Block**

Usage in first tier usage block shall be billed as follows:

Effective Effective Date	\$1.422 and General Provision F, G, H, K, L, R, and S adjustments
--------------------------	--

Effective July 1, 2016	\$1.792 and General Provision F, G, H, K, L, R, and S adjustments
------------------------	--

Effective July 1, 2017	\$1.999 and General Provision F, G, H, K, L, R, and S adjustments
Effective July 1, 2018	\$2.016 and General Provision F, G, H, K, L, R, and S adjustments
Effective July 1, 2019	\$2.095 and General Provision F, G, H, K, L, R, and S adjustments

Monthly First Tier Usage Block In Hundred Cubic Feet
0 – 8

- b. Second Tier Usage Block  
Usage in second tier usage block shall be billed as follows:

Effective Effective Date	\$1.422 and General Provision F, G, H, K, L, R, and S adjustments
Effective July 1, 2016	\$1.792 and General Provision F, G, H, K, L, R, and S adjustments
Effective July 1, 2017	\$1.999 and General Provision F, G, H, K, L, R, and S adjustments
Effective July 1, 2018	\$2.016 and General Provision F, G, H, K, L, R, and S adjustments



Effective July 1, 2019

\$2.095 and  
General Provision F, G,  
H, K, L, R, and S  
adjustments

Low Season (October 1 through May 31)

Monthly Second Tier Usage Blocks In Hundred Cubic Feet			
Lot Size Group	Temperature Zone		
	Low	Medium	High
1 – 7,499 sq. ft.	9 – 11	9 – 11	9 – 11
7,500 – 10,999 sq. ft.	9 – 12	9 – 12	9 – 12
11,000 – 17,499 sq. ft.	9 – 16	9 – 16	9 – 16
17,500 – 43,559 sq. ft.	9 – 18	9 – 18	9 – 18
43,560 sq. ft. and above	9 – 18	9 – 18	9 – 18

High Season (June 1 through September 30)

Monthly Second Tier Usage Blocks In Hundred Cubic Feet			
Lot Size Group	Temperature Zone		
	Low	Medium	High
1 – 7,499 sq. ft.	9 – 14	9 – 15	9 – 17
7,500 – 10,999 sq. ft.	9 – 17	9 – 18	9 – 20
11,000 – 17,499 sq. ft.	9 – 25	9 – 27	9 – 33
17,500 – 43,559 sq. ft.	9 – 29	9 – 32	9 – 39
43,560 sq. ft. and above	9 – 29	9 – 32	9 – 39

- c. Third Tier Usage Block  
Usage in third tier usage block shall be billed as follows:

Effective Effective Date                      \$2.168 and  
General Provision F, G,  
H, K, L, R, and S  
adjustments

Effective July 1, 2016                              \$2.538 and  
General Provision F, G,  
H, K, L, R, and S  
adjustments

Effective July 1, 2017

\$2.746 and  
General Provision F, G,  
H, K, L, R, and S  
adjustments

Effective July 1, 2018

\$2.762 and  
General Provision F, G,  
H, K, L, R, and S  
adjustments

Effective July 1, 2019

\$2.841 and  
General Provision F, G,  
H, K, L, R, and S  
adjustments

Low Season (October 1 through May 31)

Monthly Third Tier Usage Blocks In Hundred Cubic Feet			
Lot Size Group	Temperature Zone		
	Low	Medium	High
1 – 7,499 sq. ft.	12 – 17	12 – 17	12 – 17
7,500 – 10,999 sq. ft.	13 – 20	13 – 20	13 – 20
11,000 – 17,499 sq. ft.	17 – 32	17 – 32	17 – 32
17,500 – 43,559 sq. ft.	19 – 38	19 – 38	19 – 38
43,560 sq. ft. and above	19 – 38	19 – 38	19 – 38

High Season (June 1 through September 30)

Monthly Third Tier Usage Blocks In Hundred Cubic Feet			
Lot Size Group	Temperature Zone		
	Low	Medium	High
1 – 7,499 sq. ft.	15 – 26	16 – 29	18 – 35
7,500 – 10,999 sq. ft.	18 – 35	19 – 38	21 – 44
11,000 – 17,499 sq. ft.	26 – 59	28 – 65	34 – 83
17,500 – 43,559 sq. ft.	30 – 71	33 – 80	40 – 101
43,560 sq. ft. and above	30 – 71	33 – 80	40 – 101

d. Fourth Tier Usage

Usage above third tier usage block shall be billed as follows:

Effective Effective Date

\$2.168 and  
General Provision F, G,  
H, K, L, R, and S  
adjustments

Effective July 1, 2016	\$2.538 and General Provision F, G, H, K, L, R, and S adjustments
Effective July 1, 2017	\$2.746 and General Provision F, G, H, K, L, R, and S adjustments
Effective July 1, 2018	\$2.762 and General Provision F, G, H, K, L, R, and S adjustments
Effective July 1, 2019	\$2.841 and General Provision F, G, H, K, L, R, and S adjustments

#### 4. **BILLING**

The bill shall be the sum of the charges for first tier usage, including adjustments to first tier usage pursuant to General Provisions F, G, H, K, L, R, and S, charges for any second tier usage, including adjustments to second tier usage pursuant to General Provisions F, G, H, K, L, R, and S, charges for any third tier usage, including adjustments to third tier usage pursuant to General Provisions F, G, H, K, L, R, and S, and charges for any fourth tier usage, including adjustments to fourth tier usage pursuant to General Provisions F, G, H, K, L, R, and S, less one of the applicable subsidies as described in General Provisions O and P, but the bill shall not be less than zero.

#### 5. **SPECIAL CONDITIONS**

- a. **Service Inside the City of Los Angeles**  
Charges for water service to premises of which ninety percent (90%) or more of the area is inside the City shall be the amount computed at the rates set forth above.
- b. **Service Outside the City of Los Angeles**  
Charges for water service to premises of which less than ninety percent (90%) of the area is inside the City shall also include a surcharge equal to the differential cost of treated Tier II water delivered to the City purchased from the Metropolitan Water District and the average cost of water delivered to the City through the

Los Angeles Aqueducts for the previous five years. However, at no time shall the rates be less than those charged for service inside the City.

- c. Applicability of Rules and Regulations  
Application of this schedule shall be subject to rules and regulations adopted by the Board of Water and Power Commissioners.



**B. SCHEDULE B - MULTI-DWELLING UNIT RESIDENTIAL CUSTOMERS**

**1. APPLICABILITY**

Applicable to Multi-Dwelling Unit Residential Customers.

**2. TERRITORY**

City of Los Angeles.

**3. COMMODITY CHARGES**

Rate Per  
Hundred Cubic Feet

**a. First Tier Usage Block**

Usage in first tier usage block shall be billed as follows:

Effective Effective Date	\$1.422 and General Provision F, G, H, K, L, R, and S adjustments
--------------------------	--

The first tier usage block shall be the higher of one hundred percent (100%) of the customer's adjusted first tier usage block as of the day prior to the Effective Date or one hundred percent (100%) of the customer's average consumption for the period of December 2014 through March 2015, except that the minimum shall not be less than twenty-four (24) hundred cubic feet per month.

Effective July 1, 2016	\$1.792 and General Provision F, G, H, K, L, R, and S adjustments
------------------------	--

The first tier usage block shall be the higher of ninety-three percent (93%) of the customer's adjusted first tier usage block as of the day prior to the Effective Date or ninety-three percent (93%) of the customer's average consumption for the period of December 2014 through March 2015, except that the minimum shall not be less than twenty-four (24) hundred cubic feet per month.

Effective July 1, 2017	\$1.999 and General Provision F, G, H, K, L, R, and S adjustments
------------------------	--

The first tier usage block shall be the higher of eighty-eight percent (88%) of the customer’s adjusted first tier usage block as of the day prior to the Effective Date or eighty-eight percent (88%) of the customer’s average consumption for the period of December 2014 through March 2015, except that the minimum shall not be less than twenty-four (24) hundred cubic feet per month.

Effective July 1, 2018	\$2.016 and General Provision F, G, H, K, L, R, and S adjustments
------------------------	--

The first tier usage block shall be the higher of eighty-eight percent (88%) of the customer’s adjusted first tier usage block as of the day prior to the Effective Date or eighty-eight percent (88%) of the customer’s average consumption for the period of December 2014 through March 2015, except that the minimum shall not be less than twenty-four (24) hundred cubic feet per month.

Effective July 1, 2019	\$2.095 and General Provision F, G, H, K, L, R, and S adjustments
------------------------	--

The first tier usage block shall be the higher of eighty-eight percent (88%) of the customer’s adjusted first tier usage block as of the day prior to the Effective Date or eighty-eight percent (88%) of the customer’s average consumption for the period of December 2014 through March 2015, except that the minimum shall not be less than twenty-four (24) hundred cubic feet per month.

b. Second Tier Usage

Usage above the first tier usage block shall be billed as follows:

Effective Effective Date	\$3.921 and General Provision F, G, H, K, L, R, and S adjustments
--------------------------	--

Effective July 1, 2016	\$3.552 and General Provision F, G, H, K, L, R, and S adjustments
------------------------	--

Effective July 1, 2017	\$3.409 and General Provision F, G, H, K, L, R, and S adjustments
Effective July 1, 2018	\$3.425 and General Provision F, G, H, K, L, R, and S adjustments
Effective July 1, 2019	\$3.504 and General Provision F, G, H, K, L, R, and S adjustments

#### 4. **BILLING**

The bill shall be the sum of the charges for first tier usage, including adjustments to first tier usage pursuant to General Provisions F, G, H, K, L, R, and S, and charges for any second tier usage, including adjustments to second tier usage pursuant to General Provisions F, G, H, K, L, R, and S.

#### 5. **SPECIAL CONDITIONS**

- a. Service Inside the City of Los Angeles  
Charges for water service to premises of which ninety percent (90%) or more of the area is inside the City shall be the amount computed at the rates set forth above.
- b. Service Outside the City of Los Angeles  
Charges for water service to premises of which less than ninety percent (90%) of the area is inside the City shall also include a surcharge equal to the differential cost of treated Tier II water delivered to the City purchased from the Metropolitan Water District and the average cost of water delivered to the City through the Los Angeles Aqueducts for the previous five years. However, at no time shall the rates be less than those charged for service inside the City.
- c. Applicability of Rules and Regulations  
Application of this schedule shall be subject to rules and regulations adopted by the Board of Water and Power Commissioners.
- d. Special First Tier Usage Block Conditions
  - (1) If a customer has not established a first tier usage block as prescribed above, the customer shall pay the first tier



Commodity Charges in effect, including adjustments pursuant to the General Provisions, as prescribed in Section 2.B.3.a., until the end of the subsequent Winter period, December through March. At that time, the average consumption of such Winter period multiplied by the same percentages as prescribed in Section 2.B.3.a. shall be used as the customer's first tier usage block. If, however, the Department is still not able to establish a first tier usage block with such Winter period, first tier usage block computations will be made by the Department in its sole discretion that are based on the customer's Winter use characteristics, site conditions, and all applicable best management practices for conservation approved by the Board of Water and Power Commissioners.

In no event shall the minimum first tier usage block be less than twenty-four (24) hundred cubic feet per month.

- (2) If a customer's average consumption for the prior twelve (12) months is twenty-five percent (25%) or more above the established first tier usage block and the nature of use of the premises has or customer operations at the premises have significantly changed since the establishment of the first tier usage block, first tier usage block computations will be made by the Department in its sole discretion that are based on the customer's Winter use characteristics, site conditions, and all applicable best management practices for conservation approved by the Board of Water and Power Commissioners.

However, the minimum first tier usage block shall not be less than twenty-four (24) hundred cubic feet per month.

- (3) If the Department certifies, after reviewing audit report findings regarding a customer's water conservation measures and results, that such customer has demonstrated implementation of key water conservation measures as established by the Board of Water and Power Commissioners to such a degree that opportunities to further reduce first tier consumption levels have already been exhausted, then, notwithstanding the first tier usage block reductions prescribed in Section 2.B.3.a., such customer's first tier usage block shall remain fixed at the level established upon the date of said certification without further first tier usage block reductions required.

C. **SCHEDULE C - COMMERCIAL, INDUSTRIAL, AND GOVERNMENTAL CUSTOMERS AND TEMPORARY CONSTRUCTION**

1. **APPLICABILITY**

Applicable to Commercial, Industrial, Governmental, and Temporary Construction water service and any other water service for which no rate schedule is specified.

2. **TERRITORY**

City of Los Angeles.

3. **COMMODITY CHARGES**

Rate Per  
Hundred Cubic Feet

a. First Tier Usage Block

Usage in first tier usage block shall be billed as follows:

Effective Effective Date	\$1.422 and General Provision F, G, H, K, L, R, and S adjustments
Effective July 1, 2016	\$1.792 and General Provision F, G, H, K, L, R, and S adjustments
Effective July 1, 2017	\$1.999 and General Provision F, G, H, K, L, R, and S adjustments
Effective July 1, 2018	\$2.016 and General Provision F, G, H, K, L, R, and S adjustments
Effective July 1, 2019	\$2.095 and General Provision F, G, H, K, L, R, and S adjustments

The Low Season first tier usage block shall be the higher of one hundred percent (100%) of the customer's adjusted first tier usage block as of the day prior to the Effective Date or one hundred percent (100%) of the average consumption for the period of December 2014 through March 2015.

The High Season first tier usage block shall be the higher of one hundred five percent (105%) of the customer's adjusted first tier usage block as of the day prior to the Effective Date or one hundred five percent (105%) of the average consumption for the period of December 2014 through March 2015.

b. Second Tier Usage

Usage above the first tier usage block shall be billed as follows:

Effective Effective Date	\$2.923 and General Provision F, G, H, K, L, R, and S adjustments
Effective July 1, 2016	\$3.292 and General Provision F, G, H, K, L, R, and S adjustments
Effective July 1, 2017	\$3.500 and General Provision F, G, H, K, L, R, and S adjustments
Effective July 1, 2018	\$3.516 and General Provision F, G, H, K, L, R, and S adjustments
Effective July 1, 2019	\$3.595 and General Provision F, G, H, K, L, R, and S adjustments



4. **BILLING**

The bill shall be the sum of the charges for first tier usage, including adjustments to first tier usage pursuant to General Provisions F, G, H, K, L, R, and S, and charges for any second tier usage, including adjustments to second tier usage pursuant to General Provisions F, G, H, K, L, R, and S.

5. **SPECIAL CONDITIONS**

- a. Service Inside the City of Los Angeles  
Charges for water service to premises of which ninety percent (90%) or more of the area is inside the City shall be the amount computed at the rates set forth above.
- b. Service Outside the City of Los Angeles  
Charges for water service to premises of which less than ninety percent (90%) of the area is inside the City shall also include a surcharge equal to the differential cost of treated Tier II water delivered to the City purchased from the Metropolitan Water District and the average cost of water delivered to the City through the Los Angeles Aqueducts for the previous five years. However, at no time shall the rates be less than those charged for service inside the City.
- c. Applicability of Rules and Regulations  
Application of this schedule shall be subject to rules and regulations adopted by the Board of Water and Power Commissioners.
- d. Special First Tier Usage Block Conditions
  - (1) If a customer has not established a first tier usage block as prescribed above, the customer shall pay the first tier Commodity Charges in effect, including adjustments pursuant to the General Provisions, as prescribed in Section 2.C.3.a., until the end of the subsequent Winter period, December through March. At that time, the average consumption of such Winter period multiplied by the same percentages as prescribed in Section 2.C.3.a. shall be used as the customer's first tier usage block for the Low Season and High Season, respectively. If, however, the Department is still not able to establish a first tier usage block with such Winter period, first tier usage block computations for the Low Season and High Season will be made by the Department in its sole discretion that are based on the customer's Winter use characteristics, site conditions, and all applicable best

management practices for conservation approved by the Board of Water and Power Commissioners.

- (2) If a customer's average Low Season consumption is twenty-five percent (25%) or more above the established Low Season first tier usage block and the nature of use of the premises has or customer operations at the premises have significantly changed since the establishment of the Low Season first tier usage block, first tier usage block computations for Low Season and High Season will be made by the Department in its sole discretion that are based on the customer's Winter use characteristics, site conditions, and all applicable best management practices for conservation approved by the Board of Water and Power Commissioners.

**D. SCHEDULE D - RECYCLED WATER SERVICE**

**1. APPLICABILITY**

Applicable to all retail recycled water service and to wholesale recycled water service when specifically authorized by the Board of Water and Power Commissioners.

**2. TERRITORY**

City of Los Angeles.

**3. COMMODITY CHARGES**

Commodity Charges for Recycled Water Service shall be set by contract approved by the Board of Water and Power Commissioners. The Board of Water and Power Commissioners has entered into contracts for delivery of recycled water wherein the commodity charge for recycled water was set at a rate equal to eighty percent (80%) of the commodity charge of the general applicable in-city potable water rate. (Schedule G in Ordinance No. 167554.) For purposes of the commodity charge for recycled water in existing contracts for the sale of recycled water, the commodity charge in Section 2.A.3.a. shall be the general applicable in-city potable water rate.

**4. ADJUSTMENTS AND SUBSIDIES**

Adjustments provided in General Provisions F, G, H, K, L, R, and S and subsidies as set forth in the General Provisions O and P shall not apply to this schedule.

**5. BILLING**

The bill shall be the sum of the Commodity Charges and the Treatment Surcharge.

**6. SPECIAL CONDITIONS**

- a. Service Inside the City of Los Angeles  
Charges for water service to premises of which ninety percent (90%) or more of the area is inside the City shall be set by separate contract approved by the Board of Water and Power Commissioners.



- b. Service Outside the City of Los Angeles  
Charges for water service to premises of which less than ninety percent (90%) of the area is inside the City shall be set by separate contract approved by the Board of Water and Power Commissioners.
- c. Treatment Surcharge  
The cost of treatment of recycled water prior to delivery beyond that required to discharge the wastewater to the ocean or a stream may be determined by the Department and added to the Commodity Charges as a Treatment Surcharge. However, except for Advanced Treated Recycled Water, the sum of such Surcharge and the Commodity Charges shall not exceed the Commodity Charges in effect under Section 2.A.3.a., excluding adjustments pursuant to the General Provisions F, G, H, K, L, R, and S.
- d. Obligation to Supply Recycled Water  
The Department will provide recycled water service under this schedule only when and where such water is available and can be supplied at a reasonable cost. In determining reasonable cost, the Department may consider all relevant factors, including, but not limited to, the present and projected costs of supplying potable domestic water to affected greenbelt areas and the present and projected costs of supplying recycled water. Grants or subsidies may be used to reduce total development costs.
- e. Continuity of Service and Water Quality  
There is no implication of continuous service or uniform quality of recycled water; therefore, the customer must have a separate service connection for potable water.
- f. Wholesale Recycled Water Service  
Wholesale Service may be provided to other water agencies consistent with the City Charter, but only under this schedule, or a separate contract, when approved by the Board of Water and Power Commissioners.
- g. Special Uses  
The Board of Water and Power Commissioners may establish special charges by contract under particular conditions for temporary, demonstrative, recreational or research uses.
- h. Applicability of Rules and Regulations  
Application of this schedule shall be subject to rules and regulations adopted by the Board of Water and Power Commissioners.

**E. SCHEDULE E - PRIVATE FIRE SERVICE**

**1. APPLICABILITY**

Applicable to water service solely for private fire suppression purposes.

**2. TERRITORY**

City of Los Angeles.

**3. MONTHLY CHARGES**

a. Service Availability Charge

Charge per Service

<u>Size of Service</u>	<u>Effective Effective Date</u>	<u>Effective July 1, 2016</u>	<u>Effective July 1, 2017</u>	<u>Effective July 1, 2018</u>	<u>Effective July 1, 2019</u>
1-inch and smaller	\$ 3.15	\$ 3.20	\$ 3.26	\$ 3.33	\$ 3.39
1-1/2 inch	\$ 11.18	\$ 11.35	\$ 11.57	\$ 11.80	\$ 12.04
2-inch	\$ 15.88	\$ 16.13	\$ 16.44	\$ 16.77	\$ 17.10
3-inch	\$ 39.11	\$ 39.73	\$ 40.49	\$ 41.30	\$ 42.12
4-inch	\$ 62.33	\$ 63.33	\$ 64.53	\$ 65.82	\$ 67.14
6-inch	\$ 110.22	\$ 111.98	\$ 114.11	\$ 116.39	\$ 118.72
8-inch	\$ 215.79	\$ 219.24	\$ 223.41	\$ 227.87	\$ 232.43
10-inch	\$ 259.88	\$ 264.04	\$ 269.06	\$ 274.44	\$ 279.93
12-inch	\$ 334.13	\$ 339.48	\$ 345.93	\$ 352.85	\$ 359.90
14-inch	\$ 519.77	\$ 528.08	\$ 538.12	\$ 548.88	\$ 559.85
16-inch	\$ 621.86	\$ 631.81	\$ 643.82	\$ 656.69	\$ 669.83
20-inch	\$ 834.17	\$ 847.51	\$ 863.62	\$ 880.89	\$ 898.51

b. Commodity Charges

<u>Effective Effective Date</u>	<u>Rate Per Hundred Cubic Feet</u>
	\$1.422 and General Provision F, G, H, K, L, R, and S adjustments



Effective July 1, 2016	\$1.792 and General Provision F, G, H,K, L, R, and S adjustments
Effective July 1, 2017	\$1.999 and General Provision F, G, H, K, L, R, and S adjustments
Effective July 1, 2018	\$2.016 and General Provision F, G, H, K, L, R, and S adjustments
Effective July 1, 2019	\$2.095 and General Provision F, G, H, K, L, R, and S adjustments

**4. BILLING**

The bill shall be the sum of the Service Availability Charge and the Commodity Charges, including adjustments pursuant to General Provisions F, G, H, K, L, R, and S.

**5. SPECIAL CONDITIONS**

- a. Partial Metering  
Service under this schedule shall not be fully metered, but shall be equipped with a meter in a bypass and weighted valve mechanism for diverting small flows through the bypass meter.
- b. Termination and Restoration of Service  
Service under this schedule shall be terminated by the Department if water supplied under this schedule is used for any purpose other than fire extinguishing and for filling or refilling the customers' fire-related facilities which have been drained during tests and repairs. Service shall thereafter be restored only after a meter has been installed, after which service shall be supplied at applicable metered rates.
- c. Service Availability Charges for Fire Services  
For the purpose of computing service availability charges, the size of service shall be determined by the Department.

- d. Applicability of Rules and Regulations  
Application of this schedule shall be subject to rules and regulations adopted by the Board of Water and Power Commissioners.

**F. SCHEDULE F - PUBLICLY-SPONSORED IRRIGATION; RECREATIONAL; AGRICULTURAL, HORTICULTURAL, AND FLORICULTURAL USES; COMMUNITY GARDENS AND YOUTH SPORTS**

**1. APPLICABILITY**

Applicable to water service provided exclusively for the following uses:

a. **Group A Uses**

- (1) Agricultural, horticultural, and floricultural uses on property that is dedicated for public use, operated on a nonprofit basis and open to the general public.
- (2) Landscaping on grounds contiguous to buildings that are dedicated exclusively for public use and are operated on a nonprofit basis.
- (3) Irrigation on grounds used exclusively by nonprofit educational institutions that are open to the general public.

To qualify, all Group A uses must be on areas that are not less than three (3) acres in size, exclusive of streets, sidewalks, alleys, and lands occupied by buildings.

b. **Group B Uses**

- (1) Irrigating parcels of land used exclusively for commercial production of agricultural, horticultural or floricultural products in conformance with recognized practices of husbandry.
- (2) Irrigating playing fields used for youth sports, including any sport recognized by the Amateur Athletic Union that requires a playing field, that are operated by nonprofit organizations solely for the purpose of providing youth sports for children in grades K through 12 who are residents of the City of Los Angeles, and participation in the sport is open to the general public.

To qualify, all Group B uses must be on areas that are not less than five (5) acres in size.

c. **Group C Uses**

Irrigating parcels of land used exclusively for community gardens growing agricultural products for human consumption, operated by community garden organizations that solely serve residents of the City of Los Angeles, on publicly-owned land or land donated for public use, in accordance with rules and regulations adopted by the Board of Water and Power Commissioners.

- d. Group D Uses  
Uses in parks, playgrounds, golf courses and lakes that are dedicated exclusively for public recreational uses, open to the general public, and operated on a nonprofit basis.
- e. Group E Uses  
Irrigation in medians in public streets that have complied with best management practices for medians as approved by the Board of Water and Power Commissioners.

**2. TERRITORY**

City of Los Angeles.

**3. COMMODITY CHARGES**

- a. First Tier Usage Block  
Usage in first tier usage block shall be billed as follows:

	<u>Rate Per Hundred Cubic Feet</u>
Effective Effective Date	\$2.108 (Includes \$1.422 Base Rate)
Effective July 1, 2016	\$2.831 (Includes \$1.792 Base Rate)
Effective July 1, 2017	\$3.498 (Includes \$1.999 Base Rate)
Effective July 1, 2018	\$4.363 (Includes \$2.016 Base Rate)
Effective July 1, 2019	\$2.095 and General Provision F, G, H, K, L, R, and S adjustments

Monthly first tier usage blocks shall be established by the Department for domestic water use and landscape and large area irrigation prescribed in this Schedule F after an audit has been completed, considering site conditions and based upon best management practices approved by the Board of Water and Power Commissioners, and shall be subject to periodic review and revision by the Department.



- b. Second Tier Usage  
Usage above the first tier usage block shall be billed as follows:

	<u>Rate Per Hundred Cubic Feet</u>
Effective Effective Date	\$6.780 (Includes \$2.923 Base Rate)
Effective July 1, 2016	\$8.257 (Includes \$3.292 Base Rate)
Effective July 1, 2017	\$8.183 (Includes \$3.500 Base Rate)
Effective July 1, 2018	\$8.433 (Includes \$3.516 Base Rate)
Effective July 1, 2019	\$3.595 and General Provision F, G, H, K, L, R, and S adjustments

#### 4. **BILLING**

- a. The bill shall be the sum of the charges for first tier usage, including adjustments to first tier usage pursuant to General Provisions F, G, H, K, L, R, and S where specified, and charges for any second tier usage, including adjustments to second tier usage pursuant to General Provisions F, G, H, K, L, R, and S where specified.
- b. Through June 30, 2019, the revenue billed to Schedule F customers that is attributable to the difference between the Schedule F rate and its Base Rate component as recorded semiannually shall be proportionately allocated to the adjustments in General Provision F, G, H, K, L, R, and S according to those adjustments' respective shares when calculated without such revenue.

#### 5. **SPECIAL CONDITIONS**

- a. Application  
A written application shall be required for each location at which water is delivered under this schedule.

- b. Separate Service for Buildings  
Service under this schedule shall be provided for irrigation and landscaping purposes; however, service to buildings shall be provided separately at rates specified in Schedule C, except Group D uses as prescribed in Section 2.F.1.d. above.
  
- c. Recycled Water  
Customers receiving service under Schedule F shall be required to utilize recycled water, when available. Customers utilizing recycled water due to this requirement shall continue to be billed under this Schedule unless they choose to be billed under Schedule D. If the recycled water is available to a customer but not utilized, such a customer shall be billed under Schedule C.
  
- d. Applicability of Rules and Regulations
  - (1) Application of this schedule shall be subject to rules and regulations adopted by the Board of Water and Power Commissioners.
  
  - (2) A community garden organization applying for Group C use must satisfy the Department that it is capable of paying the charges for its water service, that it is an organization primarily formed to operate a community garden solely serving residents of the City, and that it has appropriate permission to use public land or land donated for public use.
  
  - (3) Customers applying for Group B (1) use must satisfy the Department that they are a bona fide business as defined by the Internal Revenue Code, and that the area served is used exclusively for commercial production of agricultural, floricultural or horticultural products. This schedule is not applicable to "hobby" businesses.
  
  - (4) Customers applying for Group D uses that include domestic water service must comply with best management practices for water using appliances and fixtures approved by the Board of Water and Power Commissioners.
  
- e. Service Inside the City of Los Angeles  
Charges for water service to premises of which ninety percent (90%) or more of the area is inside the City shall be the amount computed at the rates set forth above.
  
- f. Service Outside the City of Los Angeles  
Charges for water service to premises of which less than ninety percent (90%) of the area is inside the City shall also include a

surcharge equal to the differential cost of treated Tier II water delivered to the City purchased from the Metropolitan Water District and the average cost of water delivered to the City through the Los Angeles Aqueducts for the previous five years. However, at no time shall the rates be less than those charged for service inside the City.



Sec. 3. That the general provisions relating to water and water service supplied under schedules prescribed herein are as follows:

### **GENERAL PROVISIONS**

#### **A. RATE APPLICABILITY AND RULES**

The application, interpretation and administration of the provisions herein shall be subject to such rules as may from time to time be promulgated by the Board of Water and Power Commissioners pursuant to its power and duty to administer the affairs of the Department of Water and Power, and the application, interpretation and administration of said provisions and rules by said Board shall be final. Such rules as prescribed for application within the City of Los Angeles shall be considered applicable for service outside the City, except as may otherwise be provided by specific rules herein or hereafter prescribed by the Board.

#### **B. SURPLUS WATER - PARAMOUNT RIGHT OF THE CITY OF LOS ANGELES**

Only surplus water, owned or controlled by the City of Los Angeles and not required for use of customers served by the City within its limits, may be supplied or distributed outside the City. The supplying or distribution of such surplus water shall, in all cases, be subject to the paramount right of the City to discontinue it, in whole or in part, and to hold or distribute such surplus water for the use of the City and its inhabitants.

#### **C. METERING**

For the purpose of computing charges, each meter serving the customer's premises shall be considered separately, and readings of two or more meters will not be combined as equivalent to a measurement through one meter except when such combination is for the convenience of the Department.

#### **D. INTENTIONALLY LEFT BLANK**

#### **E. TIME AND MANNER OF PAYMENT OF BILLS**

All bills for water service hereunder are due and payable upon presentation; bills shall become delinquent nineteen (19) days after date of presentation. If bills become delinquent, the Department may impose a Late Payment Charge and terminate the water service in accordance with applicable law or Department rules. Payment shall be made in person or by mail at offices of the Department, or at the option of the Department, to its authorized collectors.



## F. WATER SUPPLY COST ADJUSTMENT

1. A Water Supply Cost Adjustment (WSCA) shall be included in the first and second tier rates as set forth in Schedules A, B, C, and F, in the third and fourth tier rates as set forth in Schedule A, and in the Schedule E rate; and shall be included in bills under each service schedule and any contract where it is so specified. The WSCA recovers Los Angeles Aqueduct (LAA), purchased water (PW), groundwater (GW), recycled water (RW), water conservation (WC), and any additional water supply source expenses through application of the Water Supply Cost Adjustment Factor (WSCAF) and may vary according to the tiers of customers' rates.
2. The WSCAF shall be calculated two times each year and shall take effect January 1 and July 1, respectively. The WSCAF shall also be calculated and take effect upon the Effective Date. The following estimated expenses, as approved by the Board of Water and Power Commissioners in advance for inclusion in the WSCAF, shall be included in the respective calculation of the WSCAF:
  - (a) The estimated LAA expense for 12 months commencing with the effective date of the WSCAF. This expense shall include estimated depreciation expense, interest expense or equivalent, operating and maintenance expense, and property taxes, and shall be reduced by net revenue generated from the LAA facilities.
  - (b) The estimated purchased water expense for 12 months commencing with the effective date of the WSCAF. This expense shall include the total cost to the Department of all water delivered to the Department's system, including, but not limited to, the cost of other services provided by water suppliers.
  - (c) The estimated groundwater expense for 12 months commencing with the effective date of the WSCAF. This expense shall include estimated depreciation expense, interest expense or equivalent, and cost for operation and maintenance for in-City groundwater and related booster pumping.
  - (d) The estimated recycled water expense for 12 months commencing with the effective date of the WSCAF. This expense shall include costs of purchasing recycled water and costs of producing recycled water, including capital expenditures, operating and maintenance expense, costs of stormwater capture and aquifer recharge, and debt service for facilities and systems, including pipelines and pumping and treatment stations, which are part of the Department's water recycling projects and programs.

- (e) The estimated water conservation expense for 12 months commencing with the effective date of the WSCAF. This expense shall include costs for assets not securitized and that are incurred for customer technical assistance, customer financial incentives and the acquisition and installation of devices and systems, including low-flush toilets and low-flow shower heads, and operating and maintenance expense, which are part of those programs or projects designed to reduce the use of water.
  - (f) The estimated expense for 12 months commencing with the effective date of the WSCAF of any additional source of water supply not described herein.
3. The Unit Price for each water supply source in the WSCAF calculation shall be calculated as follows:

$$(a) \text{ Price for LAA} = \frac{\text{LAA expense from Sec. 3.F.2.(a)}}{\text{LAA production units}}$$

$$(b) \text{ Price for PW} = \frac{\text{PW expense from Sec. 3.F.2.(b)}}{\text{PW production units}}$$

$$(c) \text{ Price for GW} = \frac{\text{GW expense from Sec. 3.F.2.(c)}}{\text{GW production units}}$$

$$(d) \text{ Price for RW} = \frac{\text{RW expense from Sec. 3.F.2.(d)}}{\text{RW production units}}$$

$$(e) \text{ Price for additional source(s)} = \frac{\text{expense from Sec. 3.F.2.(f) for a source}}{\text{production units of that source}}$$

$$(f) \text{ Price for WC} = \frac{\text{WC expense from Sec. 3.F.2.(e)}}{\text{Retail Sales}}$$

$$(g) \text{ Unit Cost for Over/(Under) Balancing} = \frac{\text{Water Supply Cost Adjustment Account from Sec. 3.F.6}}{\text{Retail Sales}}$$

Where: production units of each supply source are estimated production in HCF, net of loss, for 12 months commencing with the effective date of WSCAF, and Retail Sales are the estimated retail water sales in HCF for 12 months commencing with the effective date of the WSCAF, less



Schedule D and F sales but only excluding Schedule F sales through June 30, 2019.

4. The WSCAF that will be applied to a particular tier of a customer's usage is calculated based on sources of supply, beginning with the first tier and continuing in numerical order. A tier's expected annual demand is supplied starting with the least expensive available source and continuing in order with the next more expensive available source until that tier's expected annual demand is met.

S1 = lowest cost supply source  
 S2 = next higher cost supply source  
 S3 = next higher cost supply source  
 S4 = next higher cost supply source  
 Sn = next supply source(s) with the highest cost  
 (i.e., S5, S6, or S7 for fifth, sixth, or seventh supply source, respectively, and so on until no sources remain)

5. The WSCAF formula for each tier, expressed to the nearest \$0.001 per HCF, is:

**A – First Tier (T1) Demand      B – Second Tier (T2) Demand**  
**C – Third Tier (T3) Demand      D – Fourth Tier (T4) Demand**  
**SP – unit price of the water supply source (i.e., SP1 for unit price for lowest cost supply source and SPn is the unit price of the next supply source(s) with the highest cost)**

$$T1 = \frac{S1 \text{ to meet } A}{A} \times SP1 + \frac{S2 \text{ for unmet } A \text{ by } S1}{A} \times SP2 + \frac{S3 \text{ for unmet } A \text{ by } S1,2}{A} \times SP3 + \frac{S4 \text{ for unmet } A \text{ by } S1,2,3}{A} \times SP4 +$$

$$\frac{Sn \text{ for unmet } A \text{ by } S1-4, \text{ etc.}}{A} \times SPn + \text{Sec. 3.F.3.(f)} + \text{Sec. 3.F.3.(g)}$$

$$T2 = \frac{S1 \text{ to meet } B}{B} \times SP1 + \frac{S2 \text{ for unmet } B \text{ by } S1}{B} \times SP2 +$$

$$\frac{S3 \text{ for unmet } B \text{ by } S1,2}{B} \times SP3 + \frac{S4 \text{ for unmet } B \text{ by } S1,2,3}{B} \times SP4 +$$

$$\frac{Sn \text{ for unmet } B \text{ by } S1-4, \text{ etc.}}{B} \times SPn + \text{Sec. 3.F.3.(f)} + \text{Sec. 3.F.3.(g)}$$

$$\begin{aligned}
T3 = & \frac{S1 \text{ to meet } C}{C} \times SP1 + \frac{S2 \text{ for unmet } C \text{ by } S1}{C} \times SP2 + \\
& \frac{S3 \text{ for unmet } C \text{ by } S1,2}{C} \times SP3 + \frac{S4 \text{ for unmet } C \text{ by } S1,2,3}{C} \times SP4 + \\
& \frac{Sn \text{ for unmet } C \text{ by } S1-4, \text{etc.}}{C} \times SPn + \text{Sec. 3.F.3.(f)} + \text{Sec. 3.F.3.(g)} \\
T4 = & \frac{S1 \text{ to meet } D}{D} \times SP1 + \frac{S2 \text{ for unmet } D \text{ by } S1}{D} \times SP2 + \\
& \frac{S3 \text{ for unmet } D \text{ by } S1,2}{D} \times SP3 + \frac{S4 \text{ for unmet } D \text{ by } S1,2,3}{D} \times SP4 + \\
& \frac{Sn \text{ for unmet } D \text{ by } S1-4, \text{etc.}}{D} \times SPn + \text{Sec. 3.F.3.(f)} + \text{Sec. 3.F.3.(g)}
\end{aligned}$$

6. A Water Supply Cost Adjustment Account shall be maintained by the Department on a semiannual basis. Entries to this account shall include:
- (a) An amount equal to the qualified LAA expenses identified in Section 3.F.2.(a) as recorded semiannually.
  - (b) An amount equal to the qualified purchased water expenses identified in Section 3.F.2.(b) as recorded semiannually.
  - (c) An amount equal to the qualified groundwater expenses identified in Section 3.F.2.(c) as recorded semiannually.
  - (d) An amount equal to the qualified recycled water expenses identified in Section 3.F.2.(d) as recorded semiannually.
  - (e) An amount equal to the qualified water conservation expenses identified in Section 3.F.2.(e) as recorded semiannually.
  - (f) An amount equal to the qualified additional water supply source expenses identified in Section 3.F.2.(f) as recorded semiannually.
  - (g) An amount equal to the uncollectible WSCA portion of customer water bills as recorded semiannually.

- (h) Less: An amount equal to revenue billed at the first, second, third and fourth tier rates that is attributable to the WSCAF as recorded semiannually.
- (i) Less: Through June 30, 2019, an amount equal to revenue billed to Schedule F customers that is allocated to the WSCA as recorded semiannually.
- (j) Less: An amount equal to revenue billed to Schedule D customers as recorded semiannually.
- (k) On the Effective Date, an amount equal to the sum of the balances of the Purchased Water Adjustment Account and Demand Side Management and Reclaimed Water Cost Adjustment Account of the City of Los Angeles Water Rate Ordinance No. 170435, as amended.

7. Special Condition

In the event securitization of assets is not feasible, the limitation in Section 3.F.2.(e) to assets not securitized is deleted, and the Department may fund all qualifying water conservation expenses through borrowing up to the percentage specified in the capitalization ratio approved by the Board of Water and Power Commissioners.

**G. WATER QUALITY IMPROVEMENT ADJUSTMENT**

- 1. A Water Quality Improvement Adjustment (WQIA) shall be included in the first and second tier rates as set forth in Schedules A, B, C, and F, in the third and fourth tier rates as set forth in Schedule A, and in the Schedule E rate; and shall be included in bills under each service schedule and any contract where it is so specified. The WQIA recovers water quality related expense in order to equalize water quality throughout the City, to meet State and Federal water quality standards, and to provide security for water supply, storage, and conveyance infrastructure and related facilities through application of the Water Quality Improvement Adjustment Factor.
- 2. The Water Quality Improvement Adjustment Factor (WQIAF) shall be calculated two times each year and shall take effect January 1 and July 1, respectively. The WQIAF shall also be calculated and take effect upon the Effective Date.

The WQIAF formula, expressed to the nearest \$0.001 per HCF, is:

$$\text{WQIAF} = \frac{(a)+(b)}{(c)}$$



Where:

- (a) is the estimated water quality related expense for 12 months commencing with the effective date of the WQIAF. This expense shall include costs for assets not securitized and that are incurred for capital expenditures, operating and maintenance expense, and debt service associated with construction, equipment, supplies, groundwater treatment for potable use, and facilities and systems, including filtration and water treatment, cement lining, disinfection, reservoir improvements, monitoring equipment, pipelines, and conduits, which are part of those programs and projects designed to equalize the quality of water throughout the City, to meet State and Federal mandated water quality standards, or to provide security for water supply, storage, and conveyance infrastructure and related facilities, which expense has been approved in advance by the Board of Water and Power Commissioners to be included in the WQIAF.
  - (b) is the balance in the WQIA Account.
  - (c) is the estimated retail water sales in HCF for 12 months commencing with the effective date of the WQIAF, less Schedule D and F sales but only excluding Schedule F sales through June 30, 2019.
3. A Water Quality Improvement Adjustment Account shall be maintained by the Department on a semiannual basis. Entries to this account shall include:
- (a) An amount equal to the qualified water quality related expenses identified in Section 3.G.2.(a) as recorded semiannually.
  - (b) An amount equal to the uncollectible WQIA portion of customer water bills as recorded semiannually.
  - (c) Less: An amount equal to revenue billed at the first, second, third and fourth tier rates that is attributable to the WQIAF as recorded semiannually.
  - (d) Less: Through June 30, 2019, an amount equal to revenue billed to Schedule F customers that is allocated to the WQIAF as recorded semiannually.
  - (e) On the Effective Date, an amount equal to the sum of the balances of the Water Quality Improvement Adjustment Factor and the Water

Security Adjustment Account of the City of Los Angeles Water Rate Ordinance No. 170435, as amended.

4. Special Condition

In the event securitization of assets is not feasible, the limitation in Section 3.G.2.(a) to assets not securitized is deleted, and the Department may fund all qualifying water quality related expenses through borrowing up to the percentage specified in the capitalization ratio approved by the Board of Water and Power Commissioners.

**H. BASE RATE REVENUE TARGET ADJUSTMENT**

1. A Base Rate Revenue Target Adjustment (BRRTA) recovers any shortage in revenue from Base Rates or credits back any excess collection of revenue from Base Rates due to variation in water sales from projections through application of the Base Rate Revenue Target Adjustment Factor (BRRTAF). Base Rate Revenue Targets (BRRT) for revenue from Base Rates of Schedule A, Schedule B, and the combination of all other rate schedules (Others) are established for the following fiscal years commencing on July 1:

2.

<i>(\$ in Millions)</i>	<b>Schedule A</b>	<b>Schedule B</b>	<b>Others</b>
<b>Fiscal Year 15/16</b>	\$134.4	\$101.7	\$106.1
<b>Fiscal Year 16/17</b>	\$175.7	\$137.7	\$122.7
<b>Fiscal Year 17/18</b>	\$195.9	\$153.6	\$136.5
<b>Fiscal Year 18/19</b>	\$197.5	\$154.8	\$138.0
<b>Fiscal Year 19/20</b>	\$204.8	\$160.6	\$142.5

Any of the BRRTs for Fiscal Year 2018/19 and Fiscal Year 2019/20 stated above could be increased or decreased by the Board of Water and Power Commissioners in accordance with Section 4 of this ordinance. For Fiscal Year 2020/21, and fiscal years thereafter, commencing on July 1, BRRTs for Schedule A, Schedule B, and Others shall be established by the Board of Water and Power Commissioners by resolution prior to the start of the respective fiscal year. The increase in percentage of any BRRT established by the Board of Water and Power Commissioners from the prior period's BRRT shall not exceed the percentage change, year over year, of the second quarter's seasonally adjusted Gross Domestic Product Implicit Price Deflator (GDPDEF), as published by the U.S. Department of Commerce Bureau of Economic Analysis, using 2009 as the reference base, for the calendar year preceding the fiscal year for which the BRRT is



being established, less two percent (2%), but the net amount shall in no event be less than zero. The approved BRRT shall be communicated to the City Council.

2. The BRRTAF shall be calculated once each year and take effect January 1. The BRRTAF shall also be calculated and take effect upon the Effective Date. The BRRTAF shall be calculated separately for Schedule A, Schedule B, and Others.

The BRRTAF formula for Schedule A, expressed to the nearest \$0.001 per HCF, is:

$$BRRTAF_A = \frac{(a)}{(b)}$$

Where:

- (a) is the balance in the BRRTA Account for Schedule A.
- (b) is the estimated retail water sales in HCF for Schedule A for 12 months commencing with the effective date of the BRRTAF, provided, however, on the Effective Date and on January 1, 2017, is the estimated retail water sales in HCF for Schedule A for 24 months commencing with the effective date of the BRRTAF.

The BRRTAF formula for Schedule B, expressed to the nearest \$0.001 per HCF, is:

$$BRRTAF_B = \frac{(a)}{(b)}$$

Where:

- (a) is the balance in the BRRTA Account for Schedule B.
- (b) is the estimated retail water sales in HCF for Schedule B for 12 months commencing with the effective date of the BRRTAF, provided, however, on the Effective Date and on January 1, 2017, is the estimated retail water sales in HCF for Schedule B for 24 months commencing with the effective date of the BRRTAF.

The BRRTAF formula for Others, expressed to the nearest \$0.001 per HCF, is:

$$BRRTAF_{Others} = \frac{(a)}{(b)}$$



Where:

- (a) is the balance in the BRRTA Account for Others.
  - (b) is the estimated retail water sales in HCF for Others for 12 months commencing with the effective date of the BRRTAF, less Schedules D and F sales but only excluding Schedule F sales through June 30, 2019; provided, however, on the Effective Date and on January 1, 2017, is the estimated retail water sales in HCF for Others for 24 months commencing with the effective date of the BRRTAF, less Schedules D and F sales.
3. A BRRTA Account shall be maintained for Schedule A by the Department on an annual basis. Entries to this account shall include:
- (a) Except on the Effective Date, an amount equal to the Base Rate Revenue Target of the prior fiscal year for Schedule A less the actual Base Rates revenue received by the Department from Schedule A customers for that fiscal year.
  - (b) Except on the Effective Date, an amount equal to the uncollectible BRRTA portion of Schedule A customer water bills as recorded for that fiscal year.
  - (c) On the Effective Date, an amount equal to the balance of the Water Revenue Adjustment Account of the City of Los Angeles Water Rate Ordinance No. 170435, as amended, attributable to Schedule A.
4. A BRRTA Account shall be maintained for Schedule B by the Department on an annual basis. Entries to this account shall include:
- (a) Except on the Effective Date, an amount equal to the Base Rate Revenue Target of the prior fiscal year for Schedule B less the actual Base Rates revenue received by the Department from Schedule B customers for that fiscal year.
  - (b) Except on the Effective Date, an amount equal to the uncollectible BRRTA portion of Schedule B customer water bills as recorded for that fiscal year.
  - (c) On the Effective Date, an amount equal to the balance of the Water Revenue Adjustment Account of the City of Los Angeles Water Rate Ordinance No. 170435, as amended, attributable to Schedule B.

5. A BRRTA Account shall be maintained for Others by the Department on an annual basis. Entries to this account shall include:
  - (a) Except on the Effective Date, an amount equal to the Base Rate Revenue Target of the prior fiscal year for Others less the actual Base Rates revenue received by the Department from Others for that fiscal year.
  - (b) Except on the Effective Date, an amount equal to the uncollectible BRRTA portion of water bills for Others as recorded for that fiscal year.
  - (c) Less: Through June 30, 2019, except on the Effective Date, an amount equal to revenue billed to Schedule F customers that is allocated to the BRRTA as recorded semiannually.
  - (d) On the Effective Date, an amount equal to the balance of the Water Revenue Adjustment Account of the City of Los Angeles Water Rate Ordinance No. 170435, as amended, attributable to Others.

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**K. OWENS VALLEY REGULATORY ADJUSTMENT**

1. An Owens Valley Regulatory Adjustment (OVRA) shall be included in the first and second tier rates as set forth in Schedules A, B, C, and F, in the third and fourth tier rates as set forth in Schedule A, and in the Schedule E rate; and shall be included in bills under each service schedule and any contract where it is so specified. OVRA recovers expense for the Owens Lake Dust Mitigation Program, the Lower Owens River Project, and the Owens Lake Master Project through application of the Owens Valley Regulatory Adjustment Factor.
2. The Owens Valley Regulatory Adjustment Factor (OVRAF) shall be calculated two times each year and shall take effect January 1 and July 1, respectively. The OVRAF shall also be calculated and take effect upon the Effective Date.

The OVRAF formula, expressed to the nearest \$0.001 per HCF, is:

$$\text{OVRAF} = \frac{(a)+(b)}{(c)}$$



Where:

- (a) is the estimated Owens Valley regulatory expense for 12 months commencing with the effective date of the OVRAF. This expense shall include costs for assets not securitized and that are incurred for capital expenditures, operating and maintenance expense, and debt service associated with infrastructure and related facilities, which are a part of the Owens Lake Dust Mitigation Program, the Lower Owens River Project, and the Owens Lake Master Project, which expense has been approved in advance by the Board of Water and Power Commissioners to be included in the OVRAF.
  - (b) is the balance in the OVRA Account.
  - (c) is the estimated retail water sales in HCF for twelve months commencing with the effective date of the OVRAF, less Schedule D and Schedule F but only excluding Schedule F sales through June 30, 2019.
3. An Owens Valley Regulatory Adjustment Account shall be maintained by the Department on a semiannual basis. Entries to this account shall include:
- (a) An amount equal to the qualified Owens Valley regulatory expenses identified in Section 3.K.2.(a) as recorded semiannually.
  - (b) An amount equal to the uncollectible OVRA portion of customer water bills as recorded semiannually.
  - (c) Less: An amount equal to revenue billed at the first, second, third, and fourth tier rates that is attributable to the OVRAF as recorded semiannually.
  - (d) Less: Through June 30, 2019, an amount equal to revenue billed to Schedule F customers that is allocated to the OVRAF as recorded semiannually.
  - (e) On the Effective Date, an amount equal to the balance of the OVRA Account of the City of Los Angeles Water Rate Ordinance No. 170435, as amended.
4. Special Condition

In the event securitization of assets is not feasible, the limitation in Section 3.K.2.(a) to assets not securitized is deleted, and the Department may fund all qualifying Owens Valley regulatory expenses through borrowing

up to the percentage specified in the capitalization ratio approved by Board of Water and Power Commissioners.

**L. LOW-INCOME SUBSIDY ADJUSTMENT**

1. A Low-Income Subsidy Adjustment (LISA) shall be included in the first and second tier rates as set forth in Schedules A, B, C, and F, in the third and fourth tier rates as set forth in Schedule A, and in the Schedule E rate except for those customers qualified for lifeline and low-income subsidy credits. The LISA recovers the cost of credits provided to lifeline and low-income customers as provided in General Provisions O and P through application of the Low-Income Subsidy Adjustment Factor.
2. The Low-Income Subsidy Adjustment Factor (LISAF) shall be calculated two times each year and shall take effect January 1 and July 1, respectively. The LISAF shall also be calculated and take effect upon the Effective Date.

The LISAF formula, expressed to the nearest \$0.001 per HCF, is:

$$\text{LISAF} = \frac{(a)+(b)+(c)}{(d)}$$

Where:

- (a) is the estimated cost of lifeline and low-income credit as provided in General Provisions O and P for 12 months commencing with the effective date of the LISAF.
  - (b) is the estimated administrative cost related to water low-income and lifeline programs for 12 months commencing with the effective date of the LISAF.
  - (c) is the balance in the LISA Account.
  - (d) is the estimated retail water sales in HCF for 12 months commencing with the effective date of the LISAF, less Schedule D, Schedule F, and low-income and lifeline customer sales but only excluding Schedule F sales through June 30, 2019.
3. A Low-Income Subsidy Adjustment Account shall be maintained by the Department on a semiannual basis. Entries to this account shall include:
    - (a) An amount equal to the cost of credits for lifeline and low-income customers provided in General Provisions O and P as recorded semiannually.



- (b) An amount equal to the administrative cost for the lifeline and low-income programs as recorded semiannually.
- (c) Less: An amount equal to revenue billed at the first, second, third and fourth tier rates that is attributable to the LISAF as recorded semiannually.
- (d) Less: Through June 30, 2019, an amount equal to revenue billed to Schedule F customers that is allocated to the LISA as recorded semiannually.
- (e) On the Effective Date, an amount equal to the balance of the LISA Account of the City of Los Angeles Water Rate Ordinance No. 170435, as amended.

4. Special Condition

The LISAF shall be calculated as set forth above, but no increase of the adjustment from the prior period's adjustment shall exceed \$0.030 per billing unit.

**M. LARGE IRRIGATED TURF**

Those customers with 3 acres or more of turf on a single premises that are served from services providing water exclusively for landscape, except those customers receiving water under Schedule A or Schedule F, shall be entitled to receive ninety-five percent (95%) of their water usage at their first tier rate provided they have first completed an audit of their water use in their premises in accordance with a Department approved manual on large turf water audits and have implemented the "Best Management Practices for Turf Irrigation" as approved by the Board of Water and Power Commissioners to the satisfaction of the Department.

**N. SEASONAL VARIATION ADJUSTMENTS**

Schedule B and C customers that have 26 or more billing units of consumption above their first tier usage block and who also have a consumption above two hundred percent (200%) of their average consumption for the months of December through March for each of two consecutive billing periods during the High Season shall upon a showing by a customer that the customer has achieved the maximum practical reduction in water consumption by installation and use of generally acceptable water conserving devices and methods and in the customer's use of water be entitled to have their first tier usage block increased to a level that causes five percent (5%) of the customer's consumption to be considered above their first tier usage block for that year's High Season.

**O. LIFELINE CUSTOMER SUBSIDY**

Applicable to Schedule A residential water customers who are eligible for exemption from the City Utility User's Tax under provisions of Section 21.1.12(a) of the Los Angeles Municipal Code. Eligible customers shall receive a fixed \$10.00 per month subsidy credit, except that such credit shall not exceed the customer's bill for water service. Eligible customers who elect to receive the subsidy under General Provision O shall not receive any subsidy under General Provision P.

**P. LOW-INCOME SUBSIDY**

Applicable to Schedule A residential water customers and residential customers submetered in accordance with General Provision T whose total household income does not exceed the limits established by the Board of Water and Power Commissioners. The customer must not be listed as a dependent on another person's income tax return and must use this service in the customer's primary residence only.

A qualified customer shall receive a monthly base subsidy credit of \$5.00 per month, which shall be increased by \$1.00 per month for each occupant of the dwelling unit in excess of 3 occupants. The credit shall not exceed a maximum of \$10.00 per month, and shall not exceed the customer's bill for water service.

A person who is a residential customer of record of the Power System or receives Schedule R-3 submetered residential electric service, but who is not a Schedule A residential customer of the Water System, is eligible for the Low-Income Subsidy if such customer's income does not exceed the income limits established by the Board of Water and Power Commissioners for eligibility for such subsidy. The amount of the Low-Income Subsidy credit shall be as set forth above, and shall be applied against the customer's electric bill after first applying any credit adjustments or subsidy pursuant to the electric rate ordinance; provided, however, the Low-Income Credit shall not exceed the amount of the customer's bill for electric service.

To make the Power Revenue Fund whole, the Board shall cause transfers of funds from the Water Revenue Fund to the Power Revenue Fund equal in amounts to the Low-Income Subsidy credits that have been allowed to customers on their electric service bills according to the terms of this provision. The Board of Water and Power Commissioners shall make such transfers at such times as it deems financially prudent so as to make the Power Revenue Fund whole.

**Q. INTENTIONALLY LEFT BLANK**



**R. WATER INFRASTRUCTURE ADJUSTMENT**

1. The Water Infrastructure Adjustment (WIA) shall be included in the first and second tier rates as set forth in Schedules A, B, C, and F, in the third and fourth tier rates as set forth in Schedule A, and in the Schedule E rate; and shall be included in bills under each service schedule and any contract where it is so specified. The WIA recovers capital costs associated specifically with infrastructure investments to maintain and improve the reliability of the water distribution system through application of the Water Infrastructure Adjustment Factor.
2. The Water Infrastructure Adjustment Factor (WIAF) shall be calculated once each year and shall take effect July 1. The WIAF shall also be calculated and take effect upon the Effective Date.

The WIAF formula, expressed to the nearest \$0.001 per HCF, is:

$$\text{WIAF} = \frac{(a)+(b)}{(c)}$$

Where:

- (a) is the estimated water infrastructure related expense for 12 months commencing with the effective date of the WIAF. This expense shall include costs incurred for capital expenditures and debt service associated with construction, which are associated specifically with infrastructure investments to maintain and improve the reliability of the water distribution system, which expense has been approved in advance by the Board of Water and Power Commissioners to be included in the WIAF.
  - (b) is the balance in the WIA Account.
  - (c) is the estimated retail water sales in HCF for 12 months commencing with the effective date of the WIAF, less Schedule D and F sales but only excluding Schedule F sales through June 30, 2019.
3. A Water Infrastructure Adjustment Account shall be maintained by the Department on an annual basis. Entries to this account shall include:
    - (a) An amount equal to the qualified water infrastructure related expenses identified in Section 3.R.2.(a) above as recorded annually.

- (b) An amount equal to the uncollectible WIA portion of customer water bills as recorded annually.
- (c) Less: An amount equal to revenue billed at the first, second, third and fourth tier rates that is attributable to the WIAF as recorded annually.
- (d) Less: Through June 30, 2019, an amount equal to revenue billed to Schedule F customers that is allocated to the WIAF as recorded annually.

**S. WATER EXPENSE STABILIZATION ADJUSTMENT**

1. The Water Expense Stabilization Adjustment (WESA) shall be included in the first and second tier rates as set forth in Schedules A, B, C, and F, in the third and fourth tier rates as set forth in Schedule A, and in the Schedule E rate; and shall be included in bills under each service schedule and any contract where it is so specified. The WESA recovers any shortage between the target determined by the Chief Financial Officer for the Water System Expense Stabilization Fund and the fund's balance in order to stabilize rates in the event of unforeseen events impacting water service delivery and also the expense for legal and court costs or any judgment or settlement through application of the Water Expense Stabilization Adjustment Factor (WESAF). Except for revenue collected and uncollectible amounts that are attributable to Section 3.S.2.(b) below, revenue collected that is attributable to the WESAF shall be deposited into the Water System Expense Stabilization Fund.
2. The Water Expense Stabilization Adjustment Factor shall be calculated once each year and take effect on January 1. The WESAF shall also be calculated and take effect upon the Effective Date.

The WESAF formula, expressed to the nearest \$0.001 per HCF, is:

$$\text{WESAF} = \frac{(a)+(b)}{(c)}$$

Where:

- (a) is the balance in the WESA Account.
- (b) is the estimated expense for legal and court costs or any judgment or settlement including interest payments thereon for 12 months commencing with the effective date of the WESAF.
- (c) is the estimated retail water sales in HCF for 12 months commencing with the effective date of the WESAF, less Schedule



D and F sales but only excluding Schedule F sales through June 30, 2019.

3. A WESA Account shall be maintained by the Department on an annual basis. Entries to this account shall include:
  - (a) An amount equal to the Water System Expense Stabilization Fund target determined by the Chief Financial Officer of the Department less the balance of the Water System Expense Stabilization Fund. The net amount for this 3.(a) shall in no event be less than zero.
  - (b) An amount equal to the qualified expenses for legal and court costs or any judgment or settlement including interest payments thereon identified in Section 3.S.2.(b) as recorded annually.
  - (c) An amount equal to the uncollectible WESA portion of customer water bills as recorded annually.
  - (d) Less: An amount equal to revenue billed for the first, second, third, and fourth tier rates that is attributable to the WESAF as recorded annually.
  - (e) Less: Through June 30, 2019, an amount equal to revenue billed to Schedule F customers that is allocated to the WESAF as recorded annually.

**T. RESALE OF WATER AND SUBMETERED CUSTOMERS**

1. The resale of water by Department customers is prohibited. Any resale of water will be cause for termination of service.
2. Notwithstanding the foregoing prohibition, master-metered residential facilities and mobile home parks where individual single-dwelling units are submetered, and commercial facilities where individual commercial units are submetered, may pass through their costs for water service subject to the following billing conditions:
  - (a) The rates charged the individual submetered units shall not be more than those prescribed under Schedule B for Multi-Dwelling Unit Residential Customers, including any applicable credits under General Provisions O and P, and in the case of commercial facilities shall not be more than those prescribed under Schedule C.
  - (b) The owner shall post in a conspicuous place the prevailing water rate schedule published by the Department that is used to bill the facility.

- (c) The owner shall provide a separate written water bill for each submetered unit. The bill shall include the amount of water metered for the period, open and closing meter readings, and the amount of the bill. End users may not be required to pay more than if the Department provided the water directly to the end user.
3. In the event the water is not submetered and a cost/use allocation methodology is employed by the Department's customer to divide the cost among users of the water, the method used must fairly and equitably allocate to each end user of water the amount actually used by each end user and determine costs based on the actual use, all subject to the following requirements:
- (a) The end users pay no more than if the Department provided the water directly.
  - (b) No additional costs, fees, services charges or expenses of any nature are added to the end users' bills by the Department's customer or the customer's agents, directly or indirectly, related to the allocation methodology, including, but not limited to, charges for establishing new accounts, meter reading charges, equipment charges, account charges or any charge related to maintaining or operating the allocation system.
  - (c) The Department's customer shall provide the Department and all end users the cost allocation methodology and results of that methodology as applied to each end user. In no event can the Department's customer use a calculation or methodology that results in the end user being charged for an amount greater than the actual consumption at the Department's actual rates charged to the Department's customer.
  - (d) The Board of Water and Power Commissioners may adopt rules consistent with the foregoing provisions.

## U. DEFINITIONS

For purposes of this ordinance, the following definitions shall apply:

**Advanced Treated Recycled Water** - Recycled water that has undergone processing, including, but not limited to, membrane filtration, reverse osmosis, and advanced oxidation, beyond that of disinfected **tertiary** recycled water as defined by Section 60301.230 of Title 22 of the California Code of Regulations and any amendments to or replacements of that section.



**Base Rate** - A portion of a rate other than the adjustments.

**Base Rate Revenue Target Adjustment** - Recovers any shortage in revenue from Base Rates or credits back any excess collection of revenue from Base Rates due to variation in water sales from projections.

**Billing Unit** - One hundred cubic feet of water, equal to 748 gallons.

**Commercial** - Activities devoted primarily to business, property management or professional purposes.

**Commodity Charge** - A charge based upon the amount of water used by the customer.

**Customer** - Any person, public or private association or corporation, partnership, unincorporated association, or governmental agency supplied or entitled to be supplied by the Department.

**Date of Presentation** - The date on which a bill or notice is mailed or delivered by the Department to the customer.

**Effective Date** - The later of April 1, 2016, or the earliest possible effective date of this ordinance.

**First Tier Rates** - Rates for water usage within the first tier usage blocks as specified in applicable Rate Schedules and for Rate Schedule E water usage, including General Provision adjustments where applicable.

**Fourth Tier Rates** - Rates for water usage above third tier usage blocks as specified in Schedule A, including General Provision adjustments where applicable.

**Governmental** - The United States or any of its agencies, the state or any of its agencies, the Regents of the University of California, a county, a city, a district, a public authority, or any other political subdivision.

**High Season** - June 1 through September 30.

**Industrial** - Activities devoted primarily to manufacturing or processing.

**Lifeline Customer Subsidy** - Credit provided for qualified residential customers who are eligible for exemption from the City Utility User's Tax under provisions of the Los Angeles Municipal Code or the Revenue and Taxation Code of the State of California.



**Low-Income Subsidy** - Credit provided for qualified customers whose total household income does not exceed limits established by the Board of Water and Power Commissioners.

**Low Income Subsidy Adjustment** - Recovers the cost of credits given to lifeline and low-income customers as provided in General Provisions O and P.

**Low Season** - October 1 through May 31.

**Multi-Dwelling Units** - Two or more family dwelling units served by one meter.

**Owens Valley Regulatory Adjustment** - Recovers expense for the Owens Lake Dust Mitigation Program, the Lower Owens River Project, and the Owens Lake Master Project.

**Potable Water** - Water that meets the quality standards prescribed in the U.S. Public Health Service Drinking Water Standards, published in Title 40, Chapter I, Subchapter D, Parts 141, 142, and 143, of the Code of Federal Regulations, or water which is approved for drinking purposes by the State or local authority having jurisdiction.

**Premises** - An integrated land area, including improvements on the land, undivided by public thoroughfares or water distribution mains and where all parts of the area are operated under the same management for the same purpose.

**Rate** - An amount fixed by the Board of Water and Power Commissioners by resolution and approved by the City Council by ordinance to be charged for water service supplied by the Department to its customers.

**Recycled Water** (Also known as reclaimed water) - Treated wastewater or stormwater that is suitable for a direct beneficial use or a controlled use that would not otherwise be possible without treatment.

**Residential** - Activities devoted primarily to residential or household purposes in single-dwelling units and multi-dwelling units.

**Second Tier Rates** - Rates for water usage within second tier usage blocks as specified in Rate Schedules, including General Provision adjustments where applicable.

**Service Availability Charge** - A fixed charge per month for fire service based upon service connection size.

**Service Connection** - The pipe or tubing, fittings, and valves necessary to conduct water from the distribution main through the meter or shutoff valve on an unmetered service connection.

**Submeter** - A meter internal to the customer's distribution line, used to monitor water consumption, but not for Department billing purposes.

**Temperature Zones** - Three geographical groupings of areas as set forth in the table below based on generally common average temperatures.

ZIP CODE	TEMPERATURE ZONE		ZIP CODE	TEMPERATURE ZONE	
90001 - 90044		Medium	90401 - 90405	Low	
90045	Low		90501 - 90506		Medium
90046 - 90048		Medium	90510	Low	
90049	Low		90710 - 90717		Medium
90056-90065		Medium	90731 - 90732	Low	
90066	Low		90744		Medium
90067 - 90071		Medium	90810 - 90844		Medium
90073 - 90077	Low		91040 - 91367		High
90089		Medium	91393		High
90094	Low		91401		Medium
90210 - 90232		Medium	91402		High
90245	Low		91403		Medium
90247 - 90250		Medium	91405 - 91411		High
90254	Low		91423		Medium
90260 - 90261		Medium	91436		High
90266 - 90277	Low		91502		Medium
90278		Medium	91504 - 91505		Medium
90291 - 90293	Low		91600 - 91607		Medium
90301 - 90305		Medium			

**Third Tier Rates** - Rates for water usage within third tier usage blocks as specified in Schedule A, including General Provision adjustments where applicable.

**Water Expense Stabilization Adjustment** - Recovers any shortage between the target for the Water System Expense Stabilization Fund and the fund's balance in order to stabilize rates in the event of unforeseen events impacting water service delivery and also expense for legal and court costs or any judgment or settlement.

**Water Infrastructure Adjustment** - Recovers capital costs associated specifically with infrastructure investments to maintain and improve the reliability of the water distribution system.

**Water Supply Cost Adjustment** - Recovers Los Angeles Aqueduct, purchased water, groundwater, recycled water, water conservation, and any additional water supply source expenses.



**Water Quality Improvement Adjustment** - Recovers water quality related expense in order to equalize water quality throughout the City, to meet State and Federal water quality standards, and to provide security for water supply, storage, and conveyance infrastructure and related facilities.

**Water Service** - Includes availability of water to a premises through Department facilities and any water supplied through the facilities.

**Winter** - The months of December, January, February, and March.

Sec. 4. That reports shall be provided and interim rate reviews be conducted as described in this section. Nothing in this section shall be construed to limit the authority of the Office of Public Accountability granted to that office by the City Charter or City Administrative Code.

#### Establishing Key Performance Metrics and Targets

The Board of Water and Power Commissioners shall by resolution establish, for purposes of this section, the key performance metrics to evaluate the Department's progress toward its operational, financial, strategic, and policy goals or parameters (Board Metrics). The Board of Water and Power Commissioners shall also by resolution establish, for the Board Metrics, the corresponding targets and estimated potential variances from the targets that represent the Department's acceptable progress toward its operational, financial, strategic, and policy goals or parameters.

The initial set of Board Metrics is identified below, and the corresponding targets and estimated potential variances from the targets for this initial set shall be adopted by the Board of Water and Power Commissioners prior to the effective date of this ordinance.

The Board of Water and Power Commissioners may by resolution modify the Board Metrics, which modifications shall include, but not be limited to, the following: the metrics selected, corresponding targets, and the estimated potential variation from the targets. The Office of Public Accountability shall be notified by the Department of any proposed modification of the Board Metrics at least thirty (30) days prior to the modification of the Board Metrics and shall provide a written report to the Board of Water and Power Commissioners assessing the proposed modification.

Related Rate Adjustment Factor	Board Metric	Definition
None	Human Resources Budget vs. actual (\$M)	Board Approved Annual Budget vs. Actual expenditures
	Human Resources Total Full Time Equivalent (FTEs) against plan	Total number of full time equivalent positions occupied vs. annual Authorized Personnel Resolution
	Financial and Human Resources Replacement Project total spending against plan	Board Approved Annual Budget vs. Actual expenditures
	Financial and Human Resources Replacement Project progress against schedule	Project milestones met in accordance with project schedule
	Number of new distribution infrastructure crews as compared to plan	Number of new crews dedicated to distribution infrastructure as compared to plan
Water Supply Cost Adjustment Factor	Water supply costs budget vs. actual (\$M)	Board Approved Annual Budget vs. Actual expenditures
	Annual quantity of purchased water in acre-feet (AF) against plan	AF of water purchased against plan
	Annual quantity of recycled water delivered against plan (AF)	AF of recycled water delivered against plan
	Stormwater system capacity milestones (AF) against plan	AF of stormwater system capacity as of a milestone date against plan
	Annual groundwater production in Central Basin (AF) and San Fernando Basin (AF) against plan	AF of Groundwater in Central Basin against plan and AF of Groundwater in San Fernando Basin against plan
	Budget vs. actual (\$M) for Aqueduct refurbishment	Board Approved Annual Budget vs. Actual expenditures
	Level of water conservation against target (GPCD)	Gallons per capita per day (GPCD) of water conserved against target
Water Infrastructure Adjustment Factor	Budget vs. actual (\$M) for fixed assets replacement	Board Approved Annual Budget vs. Actual expenditures
	Budget vs. actual (\$M) for Pump Stations	Board Approved Annual Budget vs. Actual expenditures
	Budget vs. actual (\$M) for Regulator Relief Station Retrofits	Board Approved Annual Budget vs. Actual expenditures
	Assets replaced against plan	Miles of mainline, miles of trunkline, and number of meters replaced against plan
Water Quality Improvement Adjustment Factor	Total Water Quality Budget vs. actual (\$M)	Board Approved Annual Budget vs. Actual expenditures
Water Expense Stabilization Adjustment Factor	Water Expense Stabilization Adjustment (WESA) account balance against target	Amount (\$M) in the WESA account vs. plan
Owens Valley Regulatory Adjustment Factor	Budget vs. actual for Owens Lake O&M (\$M)	Board Approved Annual Budget vs. Actual expenditures
Owens Valley Regulatory Adjustment Factor	Annual quantity of water conserved from Owens Lake (AF) against plan	AF of water conserved against plan



## Reporting Progress to Board, Office of Public Accountability, and City Council

On February 1 and August 1 of every year, commencing in 2017, the Chief Financial Officer of the Department shall provide a written report to the Board of Water and Power Commissioners, which shall include, but not be limited to, the following:

- (1) Board Metrics being monitored and results for each metric;
- (2) the target set for each Board Metric;
- (3) the variance of actual performance from the target;
- (4) Department-identified causes for the variance; and
- (5) the proposed mitigation plan to address a variance, if necessary.

The Department shall also provide to the Office of Public Accountability the above-mentioned report at least thirty (30) days prior to providing it to the Board of Water and Power Commissioners. On February 1 and August 1 of every year, commencing in 2017, the Office of Public Accountability shall provide a written report to the Board of Water and Power Commissioners assessing the Department's performance against the Board Metrics targets and any proposed mitigation plans.

If the Office of Public Accountability, in that Office's opinion, identifies in its report any substantive variances and/or related issues, which it believes also require review and discussion by the City Council, the Office of Public Accountability shall forward its report to the Energy and Environment Committee of the City Council at the same time it is provided to the Board of Water and Power Commissioners.

The Energy and Environment Committee shall review all of the above-mentioned reports and then, at its discretion, may: request additional information; hold a committee hearing with the Department and the Office of Public Accountability; make written recommendations to the Board of Water and Power Commissioners; and/or move that the City Council assert jurisdiction pursuant to Charter Section 245 relative to a Board of Water and Power Commissioners action on the related adjustment factors.

In addition to the above-mentioned reports, the Department shall also provide, on April 1 and October 1 of every year, commencing in 2017, written reports to the Office of Public Accountability, which shall include the Board Metrics being monitored; the results for each metric; the target set for each metric; and the variance of actual performance from the target.

On July 1, 2017, the Board of Water and Power Commissioners shall by resolution take action to choose whether or not to order the Department to prepare possible revisions to the Board Metrics, their corresponding targets and estimated potential variances from the targets, or the review process itself for consideration by the Board of Water and Power Commissioners. The Energy and Environment Committee shall review the Board of Water and Power Commissioner's action pursuant to the previous sentence and then, at the committee's discretion, may: request additional information; hold a committee hearing with the Department and the Office of Public



Accountability; make written recommendations to the Board of Water and Power Commissioners; and/or move that the City Council assert jurisdiction pursuant to Charter Section 245 relative to said Board of Water and Power Commissioners action.

#### Additional Reporting/Interim Rate Review

To provide an opportunity for the Department to realign its forecasts with actual conditions and to communicate related issues to the Board of Water and Power Commissioners and to the City Council, the Department and the Office of Public Accountability shall each conduct their own interim rate review. The Department shall provide its review not later than February 1, 2019, and the OPA shall provide its review not later than April 1, 2019, to both the Board of Water and Power Commissioners and the Energy and Environment Committee. Each interim rate review shall include the following:

**a. Five-year Financial and Performance Outlook**

Calculate a new five-year financial plan for the Department using then existing assumptions that will include an updated forecast for revenues, expenditures, and overall fiscal performance. The review will also include an analysis of the Department's overall progress on the Board Metrics; propose any revision to the metrics being evaluated; and analyze the review process itself.

**b. Base Rate Revenue Targets**

Calculate revised base rate revenue targets for Fiscal Year 2018/19 and Fiscal Year 2019/20 using then existing assumptions that will include an updated forecast for revenues, expenditures, and overall fiscal performance.

**c. City Council and Mayoral Requests for Reports and Recommendations**

Determine the status of the Department's progress in responding to and addressing any requests for reports and recommendations resulting from the City Council and Mayor's consideration of this ordinance.

**d. Material Misalignment with Forecast or Market**

Provide explanation of, and, if deemed necessary by the reviewer, alternatives to, any elements of the then existing rate design that appear to be materially misaligned with the Department's updated forecast for revenues, expenditures, and overall fiscal performance, or with conditions in California's market for water sales to retail customers.

After receipt of the results of the interim rate review from the Department and the Office of Public Accountability, the Board of Water and Power Commissioners shall by resolution take action to choose whether or not to order the Department to prepare



possible revisions to this ordinance for consideration by the Board of Water and Power Commissioners no later than June 30, 2019. The Energy and Environment Committee shall review the results of each interim rate review and the action by the Board of Water and Power Commissioners pursuant to the previous sentence and then, at the committee's discretion, may: request additional information; hold a committee hearing with the Department and the Office of Public Accountability; make written recommendations to the Board of Water and Power Commissioners; and/or move that the City Council assert jurisdiction pursuant to Charter Section 245 relative to a Board of Water and Power Commissioners action on the related adjustment factors or a Board of Water and Power Commissioners action to choose to not order the Department to prepare possible revisions to this ordinance for consideration by the Board of Water and Power Commissioners.

Additionally, after receipt of the results of the interim rate review from the Department and the Office of Public Accountability, if any of the revised base rate revenue targets calculated for Fiscal Year 2018/19 and Fiscal Year 2019/20 as part of the interim rate review varies from the respective Base Rate Revenue Target stated in this ordinance, the Board of Water and Power Commissioners shall by resolution take further action to choose to increase or decrease the respective Base Rate Revenue Target stated in this ordinance to any degree not in excess of two percent (2%) of that stated target or to leave the respective Base Rate Revenue Target stated in this ordinance unchanged. The Energy and Environment Committee shall review the Board of Water and Power Commissioner's action regarding the respective target and then, at the committee's discretion, may: request additional information; hold a committee hearing with the Department and the Office of Public Accountability; make written recommendations to the Board of Water and Power Commissioners; and/or move that the City Council assert jurisdiction pursuant to Charter Section 245 relative to said Board of Water and Power Commissioners action.

Sec. 5. That the Department shall perform a cost of service study prior to proposing any change to the Base Rates stated in this ordinance to the Board of Water and Power Commissioners after June 30, 2019.

Sec. 6. That, upon the Effective Date, the rate schedules and all other terms and conditions of this ordinance shall become operative and the rate schedules and all other terms and conditions established by City of Los Angeles Ordinance No. 170435, as amended by Ordinance No. 171639, Ordinance No. 173017, Ordinance No. 175964, Ordinance No. 177968, Ordinance No. 179802, and Ordinance No. 182047, shall be suspended; provided that the rate schedules, conditions, and provisions which were approved by said ordinances pertaining to service in the City of Los Angeles and contiguous areas shall remain in effect until the rate schedules, conditions, and provisions as provided for herein shall become effective.

Provided further, however, in the event that the imposition of the rates provided for in this ordinance is enjoined, temporarily or permanently, by a court of competent jurisdiction, which order materially affects the implementation of this ordinance, then,

upon such determination by the Board of Water and Power Commissioners, the rate schedules, conditions, and provisions provided in Ordinance No. 170435, as amended by Ordinance No. 171639, Ordinance No. 173017, Ordinance No. 175964, Ordinance No. 177968, Ordinance No. 179802, and Ordinance No. 182047, shall be in full force and effect from the effective date of such injunction until said injunction is dissolved or a new rate ordinance is approved by this Council.

Sec. 7. That the approval of the foregoing water rates by this Council is exempt from the requirements of the California Environmental Quality Act under the provisions of the Public Resources Code, Section 21080(b)(8), and this Council makes this claim of exemption pursuant to said section and authorizes claim of exemption to be filed with the appropriate agencies.

Sec. 8. That if any section, subsection, sentence, clause, or phrase in this ordinance or the application thereof to any person or circumstance is for any reason held invalid, the validity of the remainder of the ordinance or the application of such provision to other persons or circumstances shall not be affected thereby. The City Council hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that one or more sections, subsections, sentences, clauses, or phrases or the application thereof to any person or circumstance be held invalid.



Sec. 9. The City Clerk shall certify to the passage of this ordinance and have it published in accordance with Council policy, either in a daily newspaper circulated in the City of Los Angeles or by posting for ten days in three public places in the City of Los Angeles: one copy on the bulletin board located at the Main Street entrance to the Los Angeles City Hall; one copy on the bulletin board located at the Main Street entrance to the Los Angeles City Hall East; and one copy on the bulletin board located at the Temple Street entrance to the Los Angeles County Hall of Records.

I hereby certify that the foregoing ordinance was introduced at the meeting of the Council of the City of Los Angeles MAR 02 2016, and passed at it's meeting of MAR 15 2016.

HOLLY L. WOLCOTT, City Clerk

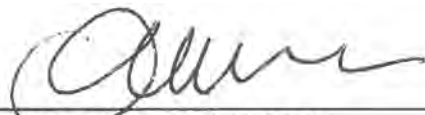
By  Deputy

Approved 3/15/16

  
Mayor

Approved as to Form and Legality

MICHAEL N. FEUER, City Attorney

By   
BRIAN E. STEWART  
Deputy City Attorney

Date 2/12/16

File No. 15-1543

c:\users\29034\downloads\fixed rates by dwp for water service (bes 2-9-16).doc



A graphic of a water splash in white and light blue, centered on a blue background. The splash forms a circular shape with droplets and bubbles.

# Appendix D

2020  
**Urban Water  
Management  
Plan**

# Emergency Water Conservation Plan

ORDINANCE NO. 184250

An ordinance amending Article I of Chapter XII of the Los Angeles Municipal Code to clarify prohibited uses and modify certain water conservation requirements of the Water Conservation Plan of the City of Los Angeles.

**THE PEOPLE OF THE CITY OF LOS ANGELES  
DO ORDAIN AS FOLLOWS:**

Section 1. Article I of Chapter XII of the Los Angeles Municipal Code is amended in its entirety to read as follows:

**ARTICLE I**

**EMERGENCY WATER CONSERVATION PLAN**

**SEC. 121.00. SCOPE AND TITLE.**

This Article shall be known as The Emergency Water Conservation Plan of the City of Los Angeles.

**SEC. 121.01. DECLARATION OF POLICY.**

It is hereby declared that because of the conditions prevailing in the City of Los Angeles and in the areas of this State and elsewhere from which the City obtains its water supplies, the general welfare requires that the water resources available to the City be put to the maximum beneficial use to the extent to which they are capable, and that the waste or unreasonable use or unreasonable method of use of water be prevented, and the conservation of such waters is to be exercised with a view to the reasonable and beneficial use thereof in the interests of the people of the City and for the public welfare.

**SEC. 121.02. DECLARATION OF PURPOSE.**

The purpose of this Article is to provide a mandatory water conservation plan to minimize the effect of a shortage of water to the Customers of the City and, by means of this Article, to adopt provisions that will significantly reduce the consumption of water over an extended period of time, thereby extending the available water required for the Customers of the City while reducing the hardship of the City and the general public to the greatest extent possible, voluntary conservation efforts having proved to be insufficient.

### SEC. 121.03. DEFINITIONS.

The following words and phrases, whenever used in this Article, shall be construed as defined in this section unless from the context a different meaning is intended or unless a different meaning is specifically defined within individual sections of this Article:

a. **"Article"** means the ordinance providing for **"The Emergency Water Conservation Plan of the City of Los Angeles."**

b. **"Baseline Water Usage"** means the amount of water necessary for existing landscape based on a water budget developed by the Department.

c. **"Billing Unit"** means the unit amount of water used to apply water rates for purposes of calculating commodity charges for Customer water usage and equals one hundred (100) cubic feet or seven hundred forty-eight (748) gallons of water.

d. **"City"** means the City of Los Angeles.

e. **"City Council"** means the Council of the City of Los Angeles.

f. **"Conservation Phase"** means that level of mandatory water conservation presently required from Customers pursuant to this Article.

g. **"Customer"** means any person, persons, association, corporation or governmental agency supplied or entitled to be supplied with water service by the Department.

h. **"Department"** means the Los Angeles Department of Water and Power.

i. **"Drip Irrigation"** means an efficient and targeted form of irrigation in which water is delivered in drops directly to the plants roots where no emitter produces more than four (4) gallons of water per hour.

j. **"Even-numbered"** means street addresses ending with the following numerals: 0 (Zero), 2 (Two), 4 (Four), 6 (Six), 8 (Eight). Street addresses ending in  $\frac{1}{2}$  or any fraction shall conform to the permitted uses for the last whole number in the address.

k. **"Gray Water"** means a Customer's second or subsequent use of water supplied by the Department on the Customer's premises, such as the use of laundry or bathing water for other purposes.



l. **“Irrigate”** means any exterior application of water, other than for firefighting purposes, dust control, or as process water, including, but not limited to, the watering of any vegetation whether it be natural or planted.

m. **“Large Landscape Area”** means an area of vegetation at least three acres in size supporting a business necessity or public benefit uses such as parks, golf courses, schools and cemeteries.

n. **“Mayor”** means the Mayor of the City of Los Angeles

o. **“Notice to the Department”** means written communication documenting compliance with all requirements and directed to the Department.

p. **“Odd-numbered”** means street addresses ending with the following numerals: 1 (One), 3 (Three), 5 (Five), 7 (Seven), 9 (Nine). Street addresses ending in ½ or any fraction shall conform to the permitted uses for the last whole number in the address.

q. **“Officer”** means every person designated in Section 200 of the Los Angeles City Charter as an officer of the City of Los Angeles.

r. **“Potable Water”** means water supplied by the Department which is suitable for drinking and excludes recycled water from any source.

s. **“Private Golf Course”** means a facility with a business license where play is restricted to members and their guests, and does not include personal use facilities such as backyard golf greens or courses.

t. **“Process Water”** means water used to manufacture, alter, convert, clean, heat or cool a product, or the equipment used for such purpose; water used for plant and equipment washing and for transporting of raw materials and products; and water used for community gardens, or to grow trees, plants, or turf for sale or installation.

u. **“Recycled Water”** means water which, as a result of treatment of wastewater, is suitable for a direct beneficial use or a controlled use as approved by the California Department of Public Health.

v. **“Section”** means a section of this Article unless some other ordinance or statute is specifically mentioned.

w. **“Single-Family Residential Customer”** means a customer who is currently subject to Rate Schedule A of the LADWP water rate ordinance.

x. **“Single Pass Cooling Systems”** means equipment where water is circulated only once to cool equipment before being disposed.



y. **“Sports Field”** means a public or private facility supporting a business necessity or public benefit use that provides turf areas as a playing surface for individual and team sports, and does not include a facility on a residential property.

z. **“Station”** means those sprinklers or other water-emitting devices controlled by a single valve.

#### **SEC. 121.04. AUTHORIZATION.**

The various officers, boards, departments, bureaus and agencies of the City are hereby authorized and directed to immediately implement the applicable provisions of this Article upon the effective date hereof.

#### **SEC. 121.05. APPLICATION.**

The provisions of this Article shall apply to all Customers and property served by the Department wherever situated, and shall also apply to all property and facilities owned, maintained, operated or under the jurisdiction of the various officers, boards, departments, bureaus or agencies of the City.

#### **SEC. 121.06. WATER CONSERVATION PHASES.**

A. No Customer of the Department shall make, cause, use or permit the use of water from the Department for any residential, commercial, industrial, agricultural, governmental, or any other purpose in a manner contrary to any provision of this Article. The waste or unreasonable use of water is prohibited.

B. For the purposes of this Article, a use of water by a tenant or by an employee, agent, contractor or other acting on behalf of a Customer whether with real or ostensible authority shall be imputed to the Customer. Nothing contained in this Article shall limit the remedies available to a Customer under law or equity for the actions of a tenant, agent, contractor or other acting on behalf of a Customer.

#### **SEC. 121.07. CONSERVATION PHASE IMPLEMENTATION.**

A. Notwithstanding any other provisions of this Article, the provisions of Section 121.08A shall take effect immediately upon the effective date of this Article, shall be permanent, and shall not be subject to termination pursuant to the provisions of this Article providing for the termination of a conservation phase.

B. The Department shall monitor and evaluate the projected supply and demand for water by its Customers monthly, and shall recommend to the Mayor and Council by concurrent written notice the extent of the conservation required by the Customers of the Department in order for the Department to prudently plan for and supply water to its Customers. The Mayor shall, in turn, independently evaluate such

recommendation and notify the Council of the Mayor's determination as to the particular phase of water conservation, Phase II through Phase VI, that should be implemented. Thereafter, the Mayor may, with the concurrence of the Council, order that the appropriate phase of water conservation be implemented in accordance with the applicable provisions of this Article. Said order shall be made by public proclamation and shall be published one time only in a daily newspaper of general circulation and shall become effective immediately upon such publication. The prohibited water uses for each phase shall take effect with the first full billing period commencing on or after the effective date of the public proclamation by the Mayor.

In the event the Mayor independently recommends to the Council a phase of conservation different from that recommended by the Department, the Mayor shall include detailed supporting data and the reasons for the independent recommendation in the notification to the Council of the Mayor's determination as to the appropriate phase of conservation to be implemented.

### **C. Phase Termination.**

1. At such time as the Department reports an April 1 forecast of annual Owens Valley and Mono Basin Runoff equal to or exceeding 110 percent of normal and the Metropolitan Water District of Southern California officially states that the sum of its Colorado River and State Water Project supplies exceeds 100 percent of projected demand, the Mayor shall forthwith recommend to the Council the termination of any Customer curtailment phase then in effect. Said recommendation to terminate shall take effect upon concurrence of the Council.

2. The provisions of Subsection C1, above, shall not preclude the Department on the basis of information available to it from recommending to the Mayor the termination of a water conservation phase then in effect. The Mayor shall forward said recommendation to the Council, and it shall take effect upon concurrence by the Council.

## **SEC. 121.08. WATER CONSERVATION PHASES.**

### **A. PHASE I – Prohibited Uses Applicable to All Customers.**

1. No Customer of the Department shall use a water hose to wash any paved surfaces, including, but not limited to, sidewalks, walkways, driveways and parking areas, except to alleviate immediate safety or sanitation hazards. This section shall not apply to Department-approved water-conserving spray cleaning devices. Use of water-pressure devices for graffiti removal is exempt. A simple spray nozzle does not qualify as a water-conserving spray cleaning device.



2. No Customer of the Department shall use water to clean, fill or maintain levels in decorative fountains, ponds, lakes or similar structures used for aesthetic purposes unless such water is part of a recirculating system.

3. No restaurant, hotel, café, cafeteria, or other public place where food is sold, served or offered for-sale, shall serve drinking water to any person unless expressly requested.

4. No Customer of the Department shall permit water to leak from any pipe or fixture on the Customer's premises. Failure or refusal to affect a timely repair of any leak of which the Customer knows or has reason to know shall subject said Customer to all penalties provided herein for a prohibited use of water.

5. No Customer of the Department shall wash a vehicle with a hose if the hose does not have a self-closing water shut-off or device attached to it, or otherwise allow a hose to run continuously while washing a vehicle.

6. No Customer of the Department shall irrigate during periods of rain and within 48 hours after a measurable rain event.

7. No Customer of the Department shall water or irrigate lawn, landscape or other vegetated areas between the hours of 9:00 a.m. and 4:00 p.m. During these hours, public and private golf course greens and tees and professional Sports Fields may be irrigated in order to maintain play areas and accommodate event schedules. Supervised testing or repairing of irrigation systems is allowed anytime with proper signage.

8. All irrigating of landscape with potable water using spray head sprinklers and bubblers shall be limited to no more than ten (10) minutes per watering day per station. All irrigating of landscape with potable water using standard rotors and multi-stream rotary heads shall be limited to no more than fifteen (15) minutes per cycle and up to two (2) cycles per watering day per station. Exempt from these landscape irrigation restrictions are irrigation systems using very low-flow drip-type irrigation when no emitter produces more than four (4) gallons of water per hour and micro-sprinklers using less than fourteen (14) gallons per hour.

9. No Customer of the Department shall use water in a manner that causes or allows excess or continuous water flow or runoff onto an adjoining sidewalk, driveway, street, gutter or ditch.

10. No installation of single pass cooling systems shall be permitted in buildings requesting new water service.

11. No installation of non-recirculating systems shall be permitted in new conveyor car wash and new commercial laundry systems.

12. Operators of hotels and motels shall provide guests with the option of choosing not to have towels and linens laundered daily. The hotel or motel shall prominently display notice of this option in each bathroom using clear and easily understood language. The Department shall make suitable displays available.

13. No Large Landscape Areas shall have irrigation systems without rain sensors that shut off the irrigation systems. Large Landscape Areas with approved weather-based irrigation controllers registered with the Department are in compliance with this requirement.

## B. PHASE II

1. **Prohibited Uses Applicable to All Customers.** Should Phase II be implemented, uses applicable to Phase I of this section shall continue to be applicable, except as specifically provided below.

2. **Non-Watering Days.** No landscape irrigation shall be permitted on any day other than Monday, Wednesday or Friday for odd-numbered street addresses, and Tuesday, Thursday or Sunday for even-numbered street addresses. Street addresses ending in  $\frac{1}{2}$  or any fraction shall conform to the permitted uses for the last whole number in the address. Watering times shall be limited to:

(a) Non-conserving nozzles (spray head sprinklers and bubblers) – no more than eight (8) minutes per watering day per station for a total of 24 minutes per week.

(b) Conserving nozzles (standard rotors and multi-stream rotary heads) – no more than fifteen (15) minutes per cycle and up to two (2) cycles per watering day per station for a total of 90 minutes per week.

(With the above watering times, water consumption used for both types of nozzles is essentially equal.)

3. Upon written Notice to the Department, irrigation of Sports Fields may deviate from the non-watering days to maintain play areas and accommodate event schedules; however, to be eligible for this means of compliance, a Customer must reduce their overall monthly water use by the Department's Board of Water and Power Commissioners (Board)-adopted degree of shortage plus an additional five percent from the Customer Baseline Water Usage within 30 days.



4. Upon written Notice to the Department, Large Landscape Areas may deviate from the non-watering days by meeting the following requirements: 1) must have approved weather-based irrigation controllers registered with the Department (eligible weather-based irrigation controllers are those approved by the Metropolitan Water District of Southern California or the Irrigation Association Smart Water Application Technologies [SWAT] initiative); 2) must reduce overall monthly water use by the Department's Board-adopted degree of shortage plus an additional five percent from the Customer Baseline Water Usage within 30 days; and 3) must use recycled water if it is available from the Department.

5. These provisions do not apply to drip irrigation supplying water to a food source or to hand-held hose watering of vegetation, if the hose is equipped with a self-closing water shut-off device, which is allowed everyday during Phase II except between the hours of 9:00 am and 4:00 pm.

### C. PHASE III

1. **Prohibited Uses Applicable to All Customers.** Should Phase III be implemented, uses applicable to Phases I and II of this section shall continue to be applicable, except as specifically provided below.

2. **Non-Watering Days.** No landscape irrigation shall be permitted on any day other than Monday or Friday for odd-numbered street addresses, and Sunday or Thursday for even-numbered street addresses. Street addresses ending in  $\frac{1}{2}$  or any fraction shall conform to the permitted uses for the last whole number in the address. Watering times shall be limited to:

(a) Non-conserving nozzles (spray head sprinklers and bubblers) – no more than eight (8) minutes per watering day per station for a total of 16 minutes per week.

(b) Conserving nozzles (standard rotors and multi-stream rotary heads) – no more than fifteen (15) minutes per cycle and up to two (2) cycles per watering day per station for a total of 60 minutes per week.

(With the above watering times, water consumption used for both types of nozzles is essentially equal.)

3. Recommend use of pool covers to decrease water loss from evaporation.

4. Recommend washing of vehicles at commercial car wash facilities.

5. Upon written Notice to the Department, irrigation of Sports Fields may deviate from the non-watering days to maintain play areas and accommodate event schedules; however, to be eligible for this means of

compliance, a Customer must reduce their overall monthly water use by the Department's Board-adopted degree of shortage plus an additional five percent from the Customer Baseline Water Usage within 30 days.

6. Upon written Notice to the Department, Large Landscape Areas may deviate from the non-watering days by meeting the following requirements: 1) must have approved weather-based irrigation controllers registered with the Department (eligible weather-based irrigation controllers are those approved by the Metropolitan Water District of Southern California or the Irrigation Association Smart Water Application Technologies [SWAT] initiative); 2) must reduce overall monthly water use by the Department's Board-adopted degree of shortage plus an additional five percent from the Customer Baseline Water Usage within 30 days; and 3) must use recycled water if it is available from the Department.

7. These provisions do not apply to drip irrigation supplying water to a food source or to hand-held hose watering of vegetation, if the hose is equipped with a self-closing water shut-off device, which is allowed every day during Phase III except between the hours of 9:00 am and 4:00 pm.

#### D. PHASE IV

1. **Prohibited Uses Applicable to All Customers.** Should Phase IV be implemented, uses applicable to Phase I, II, and III of this Section shall continue to be applicable, except as specifically provided below.

2. **Non-Watering Days.** No landscape irrigation shall be permitted on any day other than Monday for odd-numbered street addresses and Tuesday for even-numbered street addresses. Street addresses ending in ½ or any fraction shall conform to the permitted uses for the last whole number in the address. Watering times shall be limited to:

(a) Non-conserving nozzles (spray head sprinklers and bubblers) – no more than eight (8) minutes per watering day per station for a total of 8 minutes per week.

(b) Conserving nozzles (standard rotors and multi-stream rotary heads) – no more than fifteen (15) minutes per cycle and up to two (2) cycles per watering day per station for a total of 30 minutes per week.

3. Mandate use of pool covers on all residential swimming pools when not in use.

4. No washing of vehicles allowed except at commercial car wash facilities.



5. No filling of decorative fountains, ponds, lakes, or similar structures used for aesthetic purposes, with potable water.

6. Upon written Notice to the Department, irrigation of Sports Fields may deviate from the specific non-watering days. To be eligible for this means of compliance, a Customer must reduce overall monthly water use by the Department's Board-adopted degree of shortage plus an additional ten percent from the Customer Baseline Water Usage within 30 days.

7. Upon written Notice to the Department, Large Landscape Areas may deviate from the specific non-watering days by meeting the following requirements: 1) must have approved weather-based irrigation controllers registered with the Department (eligible weather-based irrigation controllers are those approved by the Metropolitan Water District of Southern California or the Irrigation Association Smart Water Application Technologies [SWAT] initiative); 2) must reduce overall monthly water use by the Department's Board-adopted degree of shortage plus an additional ten percent from the Customer Baseline Water Usage within 30 days; and 3) must use recycled water if it is available from the Department.

8. These provisions do not apply to drip irrigation supplying water to a food source or to hand-held hose watering of vegetation, if the hose is equipped with a self-closing water shut-off device, which is allowed everyday during Phase IV except between the hours of 9:00 a.m. and 4:00 p.m.

#### E. PHASE V

1. **Prohibited Uses Applicable to All Customers.** Should Phase V be implemented, uses applicable to Phases I, II, III and IV of this section shall continue to be applicable, except as specifically provided below.

2. **Non-Watering Days.** No landscape irrigation allowed.

3. No filling of residential swimming pools and spas with potable water.

4. Upon written notice to the Department, golf courses and professional Sports Fields may apply water to sensitive areas, such as greens and tees, during non-daylight hours and only to the extent necessary to maintain minimum levels of biological viability.

#### F. PHASE VI

1. **Prohibited Uses Applicable to All Customers.** Phases I, II, III, IV and V of Section 121.08 shall continue to remain in effect.

2. **Additional Prohibited Uses.** The Board is hereby authorized to implement additional prohibited uses of water based on the water supply situation. Any additional prohibition shall be published at least once in a daily newspaper of general circulation and shall become effective immediately upon such publication and shall remain in effect until cancelled.

3. **Penalty Authority.** The Board is hereby authorized to establish appropriate penalties for this phase.

G. **EXCEPTION.** The prohibited uses of water provided for by Subsections A, B, C, D, E and F of this section are not applicable to the uses of water necessary for public health and safety, or for essential government services such as police, fire and other similar emergency services.

H. **VARIANCE.** If, due to unique circumstances, a specific requirement of this Section would result in undue hardship to a Customer using water or to property upon which water is used, that is disproportionate to the impacts to water users generally or to similar property or classes of water uses, then the Customer may apply for a variance from the requirements. Unique circumstances include, but are not limited to, physical disabilities which prevent compliance with the Water Conservation Plan. The Department shall adopt procedures for variance applications, review and decision.

#### **SEC. 121.09. UNREASONABLE USE OF WATER.**

It shall be unlawful for any Customer to waste, or engage in the unreasonable use of water. If any Single Family Residential Customer enters the Department's highest rate tier during Phase II-VI, that Customer may be subject to a Water Use Analysis performed by the Department. Department will use available resources, including, but not limited to, water consumption history, land use data, and aerial photographs, to analyze the reasonableness of a Customer's water use.

A. **Notification.** Department may issue a notification to a Customer requesting access to the property for purposes of completing a Water Use Analysis. Within thirty (30) days following written notification by the Department, to the Customer's billing address, the Customer shall provide the Department reasonable access to the property for purposes of completing a Water Use Analysis and for verifying compliance with any existing Customer Conservation Plan.

B. **Cooperation.** Customer, or his designated representative, shall be present and fully cooperate with the Department in the Water Use Analysis, including, but not limited to, providing water use information relating to landscaping, agriculture, fixtures, ponds, cooling towers and other water features and uses located on the property.

C. **Customer Conservation Plan.** Upon completion of the Water Use Analysis, Department may prepare a Customer Conservation Plan that includes an



evaluation of all water uses on the property, directions to reduce waste and unreasonable use of water, and a water budget based on the reasonable use of water on the property. Department will discuss with the Customer the findings of the Water Use Analysis and explain the Customer Conservation Plan.

D. The Department shall adopt criteria and process for implementing the Water Use Analysis. When possible the Department will use approved industry standards and methodologies to calculate indoor and outdoor water use.

E. Customer shall comply with all terms of the Department's Customer Conservation Plan, including any water budget provided by Department, and failure to comply shall be deemed an unreasonable use of water that is a threat to public health, safety and welfare and is deemed a nuisance pursuant to Government Code § 38771.

F. **Violation.** Customer failure to (1) provide reasonable access to property following notice, (2) cooperate with Department in the development of a Customer Conservation Plan, or (3) comply with Customer Conservation Plan shall be deemed a new violation of this section, and shall be noticed by the Department by written citation. Violation of this section shall subject Customer to penalties as described in Section 121.10(A)(3).

#### **SEC. 121.10. FAILURE TO COMPLY.**

A. **Penalties.** It shall be unlawful for any Customer of the Department to fail to comply with any of the provisions of this Article. Notwithstanding any other provision of the Los Angeles Municipal Code, the penalties set forth herein shall be exclusive and not cumulative with any other provisions of this Code. The penalties for failure to comply with any of the provisions of this Article shall be as follows:

1. Violations of any of the provisions of Subsection A, B, C, D, E, and F of Section 121.08 during the preceding twelve (12) calendar months, shall result in imposition of an administrative civil penalty pursuant to Penalty Schedule A and shall be included on the Customer's regular water bill issued by the Department.

### Penalty Schedule A

<b>Water meter smaller than two (2") inches</b>						
	<b>Phase 1</b>	<b>Phase 2</b>	<b>Phase 3</b>	<b>Phase 4</b>	<b>Phase 5</b>	<b>Phase 6</b>
<b>1<sup>st</sup> Written Warning</b>	\$0	\$0	\$0	\$0	\$0	Board Authority
<b>2<sup>nd</sup> Written Violation</b>	\$50	\$100	\$200	\$300	\$400	Board Authority
<b>3<sup>rd</sup> Written Violation</b>	\$100	\$200	\$400	\$600	\$800	Board Authority
<b>4<sup>th</sup> Written Violation</b>	\$150	\$300	\$600	\$900	\$1200	Board Authority

<b>Water meter two (2") inches and larger</b>						
	<b>Phase 1</b>	<b>Phase 2</b>	<b>Phase 3</b>	<b>Phase 4</b>	<b>Phase 5</b>	<b>Phase 6</b>
<b>1<sup>st</sup> Written Warning</b>	\$0	\$0	\$0	\$0	\$0	Board Authority
<b>2<sup>nd</sup> Written Violation</b>	\$100	\$200	\$400	\$600	\$800	Board Authority
<b>3<sup>rd</sup> Written Violation</b>	\$200	\$400	\$800	\$1200	\$1600	Board Authority
<b>4<sup>th</sup> Written Violation</b>	\$300	\$600	\$1200	\$1800	\$2400	Board Authority

(a) After a fifth or subsequent violation, the Department may install a flow-restricting device of one-gallon-per-minute (1 GPM) capacity for services up to one and one-half inch (1-1/2") size and comparatively sized restrictors for larger services or terminate a Customer's service, in addition to the financial surcharges provided for herein. Such action shall be taken only after a hearing held by the Department where the Customer has an opportunity to respond to the Department's information or evidence that the Customer has repeatedly violated this Article or Department rules regarding the conservation of water and that such action is reasonably necessary to assure compliance with this Article and Department rules regarding the conservation of water.

Any such restricted or terminated service may be restored upon application of the Customer made not less than 48 hours after the implementation of the action restricting or terminating service and only upon a showing by the Customer that the Customer is ready, willing and able to comply with the provisions of this Article and Department rules regarding the conservation of water. Prior to any restoration of service, the Customer shall pay all Department charges for any restriction or termination of service and its restoration as provided for in the



Department's rules governing water service, including, but not limited to, payment of all past due bills and fines.

2. Violations of Section 121.09 shall result in imposition of administrative civil penalties pursuant to Penalty Schedule B and shall be included on the Customer's regular water bill issued by the Department:

**Penalty Schedule B**

Number of Consecutive Months with Violation	Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	Phase 6
Violation during months 1-5	N/A	\$1,000	\$2,000	\$5,000	\$10,000	Board Authority
Violation during months 6-11	N/A	\$2,000	\$4,000	\$10,000	\$20,000	Board Authority
Violation during months 12-17	N/A	\$3,000	\$6,000	\$15,000	\$30,000	Board Authority
Violation during months 18-23	N/A	\$4,000	\$8,000	\$20,000	\$40,000	Board Authority

(a) Customers continuing to violate Section 121.09 beyond 24 months will be referred to the Board for consideration of flow restrictors or other actions.

C. **Notice.** The Department shall give notice of each violation to the Customer committing such violation as follows:

1. For any violation of the provisions of Section 121.08 and 121.09, the Department may give written notice of the fact of such violation to the Customer personally, by posting a notice at a conspicuous place on the Customer's premises or by United States mail, First-Class, postage prepaid, addressed to the Customer's billing address.

2. If the penalty assessed is, or includes, the installation of a flow restrictor or the termination of water service to the Customer, notice of the violation shall be given in the following manner:

(a) By giving written notice thereof to the Customer personally;

or

(b) If the Customer is absent from or unavailable at either their place of residence or place of business, by leaving a copy with some person of suitable age and discretion at either place, and sending a copy

through the United States mail, First Class postage prepaid, addressed to the Customer at their place of business, residence or such other address provided by the Customer for bills for water or electric service if such can be ascertained; or

(c) If such place of residence, business or other address cannot be ascertained, or a person of suitable age or discretion at any such place cannot be found, then by affixing a copy in a conspicuous place on the property where the failure to comply is occurring, and also by delivering a copy to a person of suitable age and discretion there residing or employed, if such person can be found, and also sending a copy through the United States mail, First Class, postage prepaid, addressed to the Customer at the place where the property is situated, as well as such other address provided by the Customer for bills for water or electric service if such can be ascertained.

Said notice shall contain, in addition to the facts of the violation, a statement of the possible penalties for each violation and statement informing the Customer of their right to a hearing on the violation.

**D. Hearing and Appeal.** Any Customer who disputes any penalty levied pursuant to this Section shall have a right to a dispute determination conducted pursuant to the Department's Rules Governing Water and Electric Service. Any Customer dissatisfied with the Department's dispute determination may appeal that determination within 15 days of issuance to the Board or to a designated hearing officer at the election of the Board. The provisions of Sections 19.24, 19.25, 19.26 and Sections 19.29 through 19.39 of the Los Angeles Administrative Code shall apply to such appeals. All defenses, both equitable and legal, may be asserted by a Customer in the appeal process. The decisions of the Board shall become final at the expiration of 45 calendar days, unless the Council acts within that time by a majority vote to bring the action before it or to waive review of the action. If the Council timely asserts jurisdiction, the Council may, by a majority vote, amend, veto or approve the action of the Board within 21 calendar days of voting to bring the matter before it, or the action of the Board shall become final. If the City Council asserts jurisdiction over the matter and acts within 21 calendar days of voting to bring the matter before it, the City Council's action shall be the final decision.

**E. Public Disclosure.** Any violation of any section of this Ordinance shall be subject to disclosure under the California Public Records Act.

**F. Reservation of Rights.** The rights of the Department hereunder shall be cumulative to any other right of the Department to discontinue service. All monies collected by the Department pursuant to any of the surcharge provisions of this Article shall be collected for water conservation purposes consistent with this Ordinance.



## SEC. 121.11. GENERAL PROVISIONS.

A. **Enforcement.** The Department of Water and Power, through a designee of the General Manager, shall enforce the provisions of this Article. At any time, Department may use technology that will assist staff in observing water use of customers and enforcing the ordinance. Technology may be used for, but not limited to, evidence of an ordinance violation and as justification for issuing any penalties.

B. **Department to Give Effect to Legislative Intent.** The Department shall provide water to its Customers in accordance with the provisions of this Article and in a manner reasonably calculated to effectuate the intent hereof.

C. **Public Health and Safety Not to be Affected.** Nothing contained in this Article shall be construed to require the Department to curtail the supply of water to any Customer when, in the discretion of the Department, such water is required by that Customer to maintain an adequate level of public health and safety, provided further that a Customer's use of water to wash the Customer's property immediately following the aerial application of a pesticide, such as Malathion, shall not constitute a violation of this Article.

D. **Recycled Water and Gray Water.** The provisions of this Article shall not apply to the use of Recycled Water or Gray Water, provided that such use does not result in excess water flow or runoff onto the adjoining sidewalk, driveway, street, gutter or ditch. This provision shall not be construed to authorize the use of Gray Water if such use is otherwise prohibited by law.

E. **Large Landscape Areas.** Large Landscape Areas that have multiple irrigation system stations can deviate from prescribed non-watering days if their systems include weather-based irrigation controllers, and each irrigation station is limited to the number of days prescribed in Section 121.08.

F. **Hillside Burn Areas.** The provisions of this Article shall not apply to hillside areas recovering from fire that have been replanted for erosion control. To qualify for this exemption, a Customer must obtain verification from the agency requiring erosion control measures. The duration of the exemption is limited to either one growing cycle, one year, or establishment of the vegetation, whichever is the lesser time period.

## SEC. 121.12. SEVERABILITY.

If any section, subsection, clause or phrase in this Article or the application thereof to any person or circumstances is for any reason held invalid, the validity of the remainder of the Article or the application of such provision to other persons or circumstances shall not be affected thereby. The City Council hereby declares that it would have passed this Article and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that one or more sections, subsections,

sentences, clauses, or phrases or the application thereof to any person or circumstance be held invalid.

Sec. 2. **URGENCY CLAUSE.** The Council of the City of Los Angeles hereby finds and declares that there exists within this City a current water shortage and the likelihood of a continuing water shortage into the immediate future and that as a result there is an urgent necessity to take legislative action through the exercise of the police power to protect the public peace, health and safety of this City from a public disaster or calamity. Therefore, this ordinance shall take effect immediately upon publication.


Sec. 3. The City Clerk shall certify to the passage of this ordinance and have it published in accordance with Council policy, either in a daily newspaper circulated in the City of Los Angeles or by posting for ten days in three public places in the City of Los Angeles: one copy on the bulletin board located at the Main Street entrance to the Los Angeles City Hall; one copy on the bulletin board located at the Main Street entrance to the Los Angeles City Hall East; and one copy on the bulletin board located at the Temple Street entrance to the Los Angeles County Hall of Records.

I hereby certify that this ordinance was passed by the Council of the City of Los Angeles, **by a vote of not less than three-fourths** of all its members, at its meeting of APR 19 2016.

HOLLY L. WOLCOTT, City Clerk

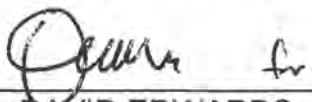
By  Deputy

Approved 4/25/16

 Mayor

Approved as to Form and Legality

MICHAEL N. FEUER, City Attorney

By  for  
DAVID EDWARDS  
Deputy City Attorney

Date 4/1/16

File No. 15-0540

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A graphic of a water splash in shades of blue, centered on the left side of the header.

# Appendix E

2020  
**Urban Water  
Management  
Plan**

# Water Loss Audit Worksheet



# AWWA Free Water Audit Software: Water Balance

WAS v5.0

American Water Works Association.  
Copyright © 2014, All Rights Reserved.

Water Audit Report for:	Los Angeles Department of Water and Power (CA1910067)	
Reporting Year:	2020	7/2019 - 6/2020
Data Validity Score:	79	

	Water Exported	Billed Water Exported				
	1,680.800					
<b>Own Sources</b> (Adjusted for known errors)  325,780.280	Water Supplied  477,950.280	Authorized Consumption  449,140.986	Billed Authorized Consumption	Billed Metered Consumption (water exported is removed)	Revenue Water  443,534.000	
			443,534.000	443,534.000		
		Water Losses  28,809.294	Unbilled Authorized Consumption  5,606.986	Unbilled Metered Consumption	Non-Revenue Water (NRW)  34,416.280	
				4,593.646		959.000
Water Imported  153,850.800	Water Losses  28,809.294	Real Losses  24,215.649	Unbilled Unmetered Consumption	Unauthorized Consumption		
			4,647.986	1,194.876		
			Customer Metering Inaccuracies	3,391.450		
			Systematic Data Handling Errors	7.320		
			Leakage on Transmission and/or Distribution Mains	<i>Not broken down</i>		
			Leakage and Overflows at Utility's Storage Tanks	<i>Not broken down</i>		
			Leakage on Service Connections	<i>Not broken down</i>		



## AWWA Free Water Audit Software: Reporting Worksheet

WAS v5.0  
American Water Works Association.  
Copyright © 2014, All Rights Reserved.

?	Click to access definition
+	Click to add a comment

Water Audit Report for: **Los Angeles Department of Water and Power (CA1910067)**  
 Reporting Year: **2020** / 7/2019 - 6/2020

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.

### WATER SUPPLIED

		<----- Enter grading in column 'E' and 'J' ----->		
Volume from own sources:	+ ? 7	325,780.280	acre-ft/yr	
Water imported:	+ ? 7	153,850.800	acre-ft/yr	
Water exported:	+ ? 7	1,680.800	acre-ft/yr	

### Master Meter and Supply Error Adjustments

		Pcnt:	Value:	
	+ ? 9	<input type="radio"/>	<input type="radio"/>	acre-ft/yr
	+ ? 4	<input checked="" type="radio"/>	<input type="radio"/>	acre-ft/yr
	+ ? 4	<input type="radio"/>	<input checked="" type="radio"/>	acre-ft/yr

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

**WATER SUPPLIED:** **477,950.280** acre-ft/yr

### AUTHORIZED CONSUMPTION

Billed metered:	+ ? 9	443,534.000	acre-ft/yr
Billed unmetered:	+ ? n/a		acre-ft/yr
Unbilled metered:	+ ? 9	959.000	acre-ft/yr
Unbilled unmetered:	+ ? 10	4,647.986	acre-ft/yr

Click here: ?  
for help using option buttons below

Pcnt:	Value:	
<input type="radio"/>	<input checked="" type="radio"/>	4,647.986 acre-ft/yr

Use buttons to select percentage of water supplied  
OR  
value

**AUTHORIZED CONSUMPTION:** ? **449,140.986** acre-ft/yr

### WATER LOSSES (Water Supplied - Authorized Consumption)

**28,809.294** acre-ft/yr

#### Apparent Losses

Unauthorized consumption: + ? **1,194.876** acre-ft/yr

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

Customer metering inaccuracies:	+ ? 9	3,391.450	acre-ft/yr
Systematic data handling errors:	+ ? 5	7.320	acre-ft/yr

Pcnt:	Value:	
0.25%	<input checked="" type="radio"/>	acre-ft/yr

<input type="radio"/>	<input checked="" type="radio"/>	3,391.450 acre-ft/yr
<input type="radio"/>	<input checked="" type="radio"/>	7.320 acre-ft/yr

**Apparent Losses:** ? **4,593.646** acre-ft/yr

#### Real Losses (Current Annual Real Losses or CARL)

Real Losses = Water Losses - Apparent Losses: ? **24,215.649** acre-ft/yr

**WATER LOSSES:** **28,809.294** acre-ft/yr

### NON-REVENUE WATER

**NON-REVENUE WATER:** ? **34,416.280** acre-ft/yr

= Water Losses + Unbilled Metered + Unbilled Unmetered

### SYSTEM DATA

Length of mains:	+ ? 10	7,400.1	miles
Number of <u>active AND inactive</u> service connections:	+ ? 9	745,489	
Service connection density:	? 101	101	conn./mile main

Are customer meters typically located at the curbside or property line?  Yes (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: + ? 9 103.9 psi

### COST DATA

Total annual cost of operating water system:	+ ? 10	\$1,245,726,859	\$/Year
Customer retail unit cost (applied to Apparent Losses):	+ ? 9	\$5.59	\$/100 cubic feet (ccf)
Variable production cost (applied to Real Losses):	+ ? 7	\$803.00	\$/acre-ft

Use Customer Retail Unit Cost to value real losses

### WATER AUDIT DATA VALIDITY SCORE:

**\*\*\* YOUR SCORE IS: 79 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: Volume from own sources
- 2: Water imported
- 3: Unauthorized consumption

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A graphic of a water splash in shades of blue, centered on the left side of the header. The splash forms a circular shape with droplets and bubbles.

# Appendix F

2020  
**Urban Water  
Management  
Plan**

## Public Notices



## **Outreach Overview**

The Los Angeles Department of Water and Power (LADWP) conducted an extensive outreach campaign to encourage community involvement during the 2020 Urban Water Management Plan (UWMP) and Water Shortage Contingency Plan (WSCP) process. The campaign began in early 2020 and included five Water System stakeholder engagement meetings. LADWP's Water System Stakeholder Engagement Group is comprised of stakeholders and subject matter experts to support and participate in the development of various water initiatives with the goal of promoting reliable and high-quality drinking water for the City of Los Angeles. In addition to the stakeholder engagement meetings, LADWP held numerous presentations to neighborhood council alliances in the second half of 2020. LADWP also held two public information meetings in early 2021 for the public to receive information and provide feedback on the UWMP, prior to the draft 2020 UWMP completion. The draft 2020 UWMP was released in February 2021. In addition, LADWP also reached out and presented to the Inyo/LA Standing Committee. The outreach campaign concluded with two public hearings, which provided an opportunity for additional input and comments on the plan, before it was taken to the LADWP Board of Commissioners for adoption.

The date, time, location, and attendance of each meeting is detailed below:

<b>Stakeholder Engagement Meetings</b>					
Date		Time	Location	Attendees	
Thursday	2/27/20	8:30 AM	LADWP Headquarters 111 North Hope Street, Los Angeles, CA 90012	57	
Thursday	5/28/20	2:00 PM	Virtually Via WebEx	62	
Wednesday	8/28/20	9:00 AM	Virtually Via WebEx	41	
Wednesday	9/23/20	1:00 PM	Virtually Via WebEx	55	
Wednesday	12/16/20	1:30 PM	Virtually Via WebEx	24	
<b>Presentation to Neighborhood Council Alliances</b>					
Group		Date	Time	Location	
Los Angeles Neighborhood Council Coalition		Saturday	10/3/20	10:00AM	Virtually Via Zoom
Alliance of River Communities		Tuesday	10/6/20	7:00 PM	Virtually Via Zoom
Valley Alliance of Neighborhood Councils		Thursday	10/8/20	6:30 PM	Virtually Via Zoom
South Los Angeles Alliance of Neighborhood Councils		Thursday	10/15/20	6:30 PM	Virtually Via Zoom
Harbor Alliance of Neighborhood Councils		Wednesday	11/4/20	6:30 PM	Virtually Via Zoom

Public Informational Meetings				
Date		Time	Location	Attendees
Tuesday	1/19/21	6:00 PM	Virtually Via WebEx	21
Saturday	1/21/21	10:00 AM	Virtually Via WebEx	12

Inyo/LA Standing Committee Briefing			
Date		Time	Location
Tuesday	3/1/21	6:00 PM	Virtually Via Zoom

Public Hearings				
Date		Time	Location	Attendees
Tuesday	3/9/21	6:00 PM	Virtually Via WebEx	25
Saturday	3/13/21	10:00 AM	Virtually Via WebEx	16

## **60-Day Notification**

Over 60-days prior to the March 2021 public hearings, the LADWP notified the City of Culver City, the City of West Hollywood, and the County of Los Angeles, regarding the 2020 UWMP update. In the communication sent, LADWP outlined the date, time, and virtual meeting information for the January public informational meetings and the March public hearings and the draft 2020 UWMP release timeline. A copy of each 60-day notice is included in the following pages.

Agency Invitations	
Media Outlet	Date
City of Culver City	1/4/2021
City of West Hollywood	1/4/2021
Los Angeles County Department of Public Works	1/4/2021

## **Media Publications**

In accordance with CWC Section 10642, LADWP published a notice to inform the public of the March 2021 Public Hearings. More information on the publications is listed below:

Public Notice	
Media Outlet	Date
Los Angeles Times	2/19/2021
La Opinion (Spanish)	2/19/2021
Los Angeles Times	2/26/2021
La Opinion (Spanish)	2/26/2021

A copy of each public notice is included in the following pages.

## **Website Posting**

The LADWP created a webpage at [www.ladwp.com/uwmp](http://www.ladwp.com/uwmp) to provide information on the UWMP Act and LA's UWMP development. The webpage includes links to download the 2015 UWMP and the draft 2020 UWMP. Information to attend the public meetings was also available on the site. The latest version of the webpage is included in the following pages. Public comments received and responses to these comments are also included on the webpage.



# 60-Day Notice

January 6, 2021

Mr. Charles D. Herbertson  
Director of Public Works and City Engineer  
City of Culver City  
9770 Culver Boulevard, 2<sup>nd</sup> Floor  
Culver City, California 90232

Dear Mr. Herbertson:

Subject: City of Los Angeles 2020 Urban Water Management Plan and Water Shortage Contingency Plan

This letter is to inform Culver City's , Department of Public Works (Department of Public Works) that changes to the Urban Water Management Plan (UWMP) are being considered by the Los Angeles Department of Water and Power (LADWP). The 2020 UWMP is currently in the draft development phase and will contain LADWP's updated long-term strategy for managing water resources and ensuring water supply reliability through the year 2045. Along with the UWMP, LADWP will also be adopting a Water Shortage Contingency Plan (WSCP). The WSCP is a new state requirement in the 2020 UWMP update and outlines LADWP's plan to identify and respond to water shortages.

In accordance with California Water Code, Section 10621, your agency is within LADWP's service area, and is hereby notified of our UWMP updates and adoption of our WSCP. This notification is being made to the Department of Public Works 60 days before a public hearing. LADWP will release a draft 2020 UWMP in February 2021 and host two public hearings in March 2021 to solicit comments. The Department of Public Works is invited to attend either hearing as scheduled below:

Mr. Charles D. Herbertson  
 Page 2  
 January 6, 2021

2020 UWMP and WSCP Public Hearings		
Date	Time	Location
Monday, March 9, 2021	6:00 PM – 8:00 PM	Virtually through WebEx Link: <a href="https://ladwp.webex.com/ladwp/onstage/g.php?MTID=e7d68e5618478cd495cec00b5e90fd923">https://ladwp.webex.com/ladwp/onstage/g.php?MTID=e7d68e5618478cd495cec00b5e90fd923</a>
Saturday, March 13, 2021	10:00 AM – 12:00 PM	Virtually through WebEx Link: <a href="https://ladwp.webex.com/ladwp/onstage/g.php?MTID=e69f97545f11113235bf05d02ab7136f8">https://ladwp.webex.com/ladwp/onstage/g.php?MTID=e69f97545f11113235bf05d02ab7136f8</a>

In addition, LADWP will host two meetings in January 2021 to provide more information on the UWMP and WSCP planning efforts. The Department of Public Works is invited to attend either of the two meetings as scheduled below:

2020 UWMP and WSCP Informational Meetings		
Date	Time	Location
Tuesday, January 19, 2021	9:00 AM – 10:30 AM	Virtually through WebEx Link: <a href="https://ladwp.webex.com/ladwp/onstage/g.php?MTID=e43f7a8a9daf676d99f1ca850a0ff2aa4">https://ladwp.webex.com/ladwp/onstage/g.php?MTID=e43f7a8a9daf676d99f1ca850a0ff2aa4</a>
Saturday, January 23, 2021	6:00 PM – 8:00 PM	Virtually through WebEx Link: <a href="https://ladwp.webex.com/ladwp/onstage/g.php?MTID=e2df9f88d439fb081b297876156a9d779">https://ladwp.webex.com/ladwp/onstage/g.php?MTID=e2df9f88d439fb081b297876156a9d779</a>

Comments received during the public informational meetings and hearings will be considered for the 2020 UWMP and WSCP. The organizational structure of LADWP's 2020 UWMP will include discussions on water demand, conservation, various water supplies, water reliability, climate change, WSCP, and LADWP's new potential water

Mr. Charles D. Herbertson  
Page 3  
January 6, 2021

supply Operation NEXT, etc. For your reference, LADWP's current 2015 UWMP is available on LADWP's website at: <https://ladwp.com/uwmp>.

If you have any questions or comments, please contact Ben Wong, Supervisor of Strategic Planning and Technical Analysis, at (213) 367-1414, or by e-mail at: [uwmp@ladwp.com](mailto:uwmp@ladwp.com).

Sincerely,

A handwritten signature in blue ink, appearing to read "David R. Pettijohn". The signature is stylized and cursive, with a long horizontal flourish extending to the right.

David R. Pettijohn  
Director of Water Resources

AJ:lb/cyr  
c: Delon Kwan  
Sabrina Tsui  
Ben Wong



January 6, 2021

Ms. Jackie Rocco, Director  
Department of Public Works  
City of West Hollywood  
8300 Santa Monica Boulevard  
West Hollywood, California 90069

Dear Ms. Rocco:

Subject: City of Los Angeles 2020 Urban Water Management Plan and Water Shortage Contingency Plan

This letter is to inform the City of West Hollywood, Department of Public Works (Department of Public Works) that changes to the Urban Water Management Plan (UWMP) are being considered by the Los Angeles Department of Water and Power (LADWP). The 2020 UWMP is currently in the draft development phase and will contain the LADWP updated long-term strategy for managing water resources and ensuring water supply reliability through the year 2045. Along with the UWMP, LADWP will also be adopting a Water Shortage Contingency Plan (WSCP). The WSCP is a new state requirement in the 2020 UWMP update and outlines LADWP's plan to identify and respond to water shortages.

In accordance with California Water Code, Section 10621, Department of Public Works is within LADWP's service area, and is hereby notified of LADWP's UWMP updates and adoption of LADWP's WSCP. This notification is being made to you 60 days before a Public Hearing. LADWP will release a draft 2020 UWMP in February 2021 and host two Public Hearings in March 2021 to solicit comments. The Department of Public Works is invited to attend either hearing as scheduled below:

2020 UWMP and WSCP Public Hearings		
Date	Time	Location
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Saturday, March 13, 2021	10:00 AM – 12:00 PM	Virtually through WebEx Link: <a href="https://ladwp.webex.com/ladwp/onstage/g.php?MTID=e69f97545f11113235bf05d02ab7136f8">https://ladwp.webex.com/ladwp/onstage/g.php?MTID=e69f97545f11113235bf05d02ab7136f8</a>

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Ms. Jackie Rocco  
Page 3  
January 6, 2021

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If you have any questions or comments, please contact Ben Wong, Supervisor of Strategic Planning and Technical Analysis, at (213) 367-1414, or by e-mail at: [uwmp@ladwp.com](mailto:uwmp@ladwp.com).

Sincerely,

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David R. Pettijohn  
Director of Water Resources

AJ:lb/cyr  
c: Delon Kwan  
Sabrina Tsui  
Ben Wong

January 6, 2021

Mr. Mark Pestrella, Director  
Los Angeles County Department of Public Works  
900 South Fremont Avenue  
Alhambra, California 91803]

Dear Mr. Pestrella:

Subject: City of Los Angeles 2020 Urban Water Management Plan and Water Shortage Contingency Plan

This letter is to inform the Los Angeles County Department of Public Works (LACDP) that changes to the Urban Water Management Plan (UWMP) are being considered by the Los Angeles Department of Water and Power (LADWP). The 2020 UWMP is currently in the draft development phase and will contain the City's updated long-term strategy for managing water resources and ensuring water supply reliability through the year 2045. Along with the UWMP, LADWP will also be adopting a Water Shortage Contingency Plan (WSCP). The WSCP is a new state requirement in the 2020 UWMP update and outlines LADWP's plan to identify and respond to water shortages.

In accordance with California Water Code, Section 10621, your agency is within LADWP's service area, and is hereby notified of the UWMP updates and adoption of the WSCP. This notification is being made to LACDP at least 60 days before a public hearing. LADWP will release a draft 2020 UWMP in February 2021 and host two public hearings in March 2021 to solicit comments. LACDP is invited to attend either hearing as scheduled below:



2020 UWMP and WSCP Public Hearings		
Date	Time	Location
Monday, March 9, 2021	6:00 PM – 8:00 PM	Virtually through WebEx Link: <a href="https://ladwp.webex.com/ladwp/onstage/g.php?MTID=e7d68e5618478cd495cec00b5e90fd923">https://ladwp.webex.com/ladwp/onstage/g.php?MTID=e7d68e5618478cd495cec00b5e90fd923</a>
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Comments received during the public informational meetings and hearings will be considered for the 2020 UWMP and WSCP. The organizational structure of LADWP's 2020 UWMP will include discussions on water demand, conservation, various water supplies, water reliability, climate change, WSCP, and LADWP's new potential water

Mr. Mark Pestrella  
Page 3  
January 6, 2021

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If you have any questions or comments, please contact Ben Wong, Supervisor of Strategic Planning and Technical Analysis, at (213) 367-1414, or by e-mail at: [uwmp@ladwp.com](mailto:uwmp@ladwp.com).

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David R. Pettijohn  
Director of Water Resources

AJ:lb/cyr  
c: Delon Kwan  
Sabrina Tsui  
Ben Wong

# **LADWP Reliability Assessment Submittal to MWD**

## Wong, Benjamin

---

**From:** Wong, Benjamin  
**Sent:** Friday, February 19, 2021 1:53 PM  
**To:** 'efandialan@mwdh2o.com'  
**Cc:** Tsui, Sabrina; Nayirian, Arin; Jaber, Ahmed  
**Subject:** LADWP 2020 Reliability Tables  
**Attachments:** LADWP Draft Reliability Analysis.pdf

Hi Edgar,

As part of LADWP's 2020 UWMP update process, I am sending you a draft copy of our reliability analysis through FYE 2045, which includes consideration under average, single-dry, and multi-dry year conditions. Our Drought Risk Assessment is also included which considers multi-dry year conditions for the next 5 years. Please feel free to contact me if you have any questions regarding this analysis.

Thank you,

**Ben Wong, P.E.**  
Water Resources - Strategic Planning  
Los Angeles Department of Water and Power  
(213) 367-1414



**Exhibit 11E**  
**Service Area Reliability Assessment for Average Year**

Demand and Supply Projections (in acre-feet)	Average Year Fiscal Year Ending (FYE) on June 30				
	2025	2030	2035	2040	2045
<b>Total Water Demand<sup>1</sup></b>	<b>642,600</b>	<b>660,200</b>	<b>678,800</b>	<b>697,800</b>	<b>710,500</b>
<b>Post-Conservation Demand</b>	<b>509,500</b>	<b>526,700</b>	<b>536,100</b>	<b>554,500</b>	<b>565,800</b>
<b>Existing / Planned Supplies</b>					
Conservation (Additional Active <sup>2</sup> and Passive <sup>3</sup> after FYE 14)	133,100	133,500	142,700	143,300	144,700
Los Angeles Aqueduct <sup>4</sup>	190,400	188,900	187,300	185,800	184,200
Groundwater <sup>5</sup> (Total)	120,400	128,400	135,400	134,800	134,800
- Entitlements	109,400	109,400	109,400	108,800	108,800
- Groundwater Replenishment	7,000	11,000	11,000	11,000	11,000
- Stormwater Recharge (Increased Pumping)	<u>4,000</u>	<u>8,000</u>	<u>15,000</u>	<u>15,000</u>	<u>15,000</u>
Recycled Water- Irrigation and Industrial Use	17,300	29,200	29,700	29,800	30,000
Subtotal	461,200	480,000	495,100	493,700	493,700
<b>MWD Water Purchases</b>					
With Existing/Planned Supplies	181,400	180,200	183,700	204,100	216,800
<b>Total Supplies</b>	<b>642,600</b>	<b>660,200</b>	<b>678,800</b>	<b>697,800</b>	<b>710,500</b>

<sup>1</sup> Total Demand with existing passive conservation prior to FYE 14.

<sup>2</sup> Cumulative hardware savings since late 1980s reached 110,822 AFY by FYE 14.

<sup>3</sup> Additional non-hardware conservation inclusive of retained passive savings from the dry period ending in 2017

<sup>4</sup> Los Angeles Aqueduct supply is estimated to decrease 0.1652 percent per year due to climate impacts.

<sup>5</sup> Total Groundwater includes Groundwater Replenishment and Increased Pump from additional Stormwater Recharge. LADWP Groundwater Remediation projects in the San Fernando Basin are expected to be in operation by FYE 2023. Sylmar Basin production will increase to 4,170 AFY from FYE 2021 to 2036 to avoid the expiration of stored water credits, then revert to entitlement amounts of 3,570 AFY in 2037.

Exhibit 11F  
Service Area Reliability Assessment for Single Dry Year

Demand and Supply Projections (in acre-feet)	Dry Year Fiscal Year Ending (FYE) on June 30				
	2025	2030	2035	2040	2045
<b>Total Water Demand<sup>1</sup></b>	<b>674,700</b>	<b>693,200</b>	<b>712,700</b>	<b>732,700</b>	<b>746,000</b>
<b>Post-Conservation Demand</b>	<b>509,500</b>	<b>526,700</b>	<b>536,100</b>	<b>554,500</b>	<b>565,800</b>
<b>Existing / Planned Supplies</b>					
Conservation (Additional Active <sup>2</sup> and Passive <sup>3</sup> after FYE 14)	165,200	166,500	176,600	178,200	180,200
Los Angeles Aqueduct <sup>4</sup>	70,800	70,200	69,600	69,000	68,500
Groundwater <sup>5</sup> (Total)	132,300	140,300	147,300	146,700	146,700
- Entitlements	121,300	121,300	121,300	120,700	120,700
- Groundwater Replenishment	7,000	11,000	11,000	11,000	11,000
- Stormwater Recharge (Increased Pumping)	<u>4,000</u>	<u>8,000</u>	<u>15,000</u>	<u>15,000</u>	<u>15,000</u>
Recycled Water- Irrigation and Industrial Use	17,300	29,200	29,700	29,800	30,000
Subtotal	385,600	406,200	423,200	423,700	425,400
<b>MWD Water Purchases</b>					
With Existing/Planned Supplies	289,100	287,000	289,500	309,000	320,600
<b>Total Supplies</b>	<b>674,700</b>	<b>693,200</b>	<b>712,700</b>	<b>732,700</b>	<b>746,000</b>

<sup>1</sup> Total Demand with existing passive conservation prior to FYE 14.

<sup>2</sup> Cumulative hardware savings since late 1980s reached 110,822 AFY by FYE 14.

<sup>3</sup> Additional non-hardware conservation inclusive of retained passive savings from the dry period ending in 2017

<sup>4</sup> Los Angeles Aqueduct supply is estimated to decrease 0.1652 percent per year due to climate impacts.

<sup>5</sup> Total Groundwater includes Groundwater Replenishment and Increased Pump from additional Stormwater Recharge. LADWP Groundwater Remediation projects in the San Fernando Basin are expected to be in operation by FYE 2023. Sylmar Basin production will increase to 4,170 AFY from FYE 2021 to 2036 to avoid the expiration of stored water credits, then revert to entitlement amounts of 3,570 AFY in 2037.

Exhibit 11G  
Service Area Reliability Assessment for Multiple Dry Years

Demand and Supply Projections(in acre-feet)	Multi-Dry Year: Year One (1988) Fiscal Year Ending on June 30				
	2025	2030	2035	2040	2045
<b>Total Water Demand</b>	<b>657,900</b>	<b>675,800</b>	<b>694,900</b>	<b>714,400</b>	<b>727,400</b>
<b>Post-Conservation Demand</b>	<b>507,600</b>	<b>526,600</b>	<b>536,100</b>	<b>554,400</b>	<b>565,700</b>
Existing / Planned Supplies					
Conservation (Additional Active <sup>2</sup> and Passive <sup>3</sup> after FYE 14)	150,300	149,200	158,800	160,000	161,700
Los Angeles Aqueduct <sup>4</sup>	133,700	132,600	131,500	130,400	129,300
Groundwater <sup>5</sup> (Total)	120,400	128,400	135,400	134,800	134,800
- Entitlements	109,400	109,400	109,400	108,800	108,800
- Groundwater Replenishment	7,000	11,000	11,000	11,000	11,000
- Stormwater Recharge (Increased Pumping)	<u>4,000</u>	<u>8,000</u>	<u>15,000</u>	<u>15,000</u>	<u>15,000</u>
Recycled Water- Irrigation and Industrial Use	17,300	29,200	29,700	29,800	30,000
Subtotal	421,700	439,400	455,400	455,000	455,800
MWD Water Purchases					
With Existing/Planned Supplies	236,200	236,400	239,500	259,400	271,600
<b>Total Supplies</b>	<b>657,900</b>	<b>675,800</b>	<b>694,900</b>	<b>714,400</b>	<b>727,400</b>
Demand and Supply Projections(in acre-feet)	Multi-Dry Year: Year Two (1989) Fiscal Year Ending on June 30				
	2025	2030	2035	2040	2045
<b>Total Water Demand</b>	<b>661,700</b>	<b>679,700</b>	<b>698,900</b>	<b>718,500</b>	<b>731,500</b>
<b>Post-Conservation Demand</b>	<b>507,600</b>	<b>526,600</b>	<b>536,100</b>	<b>554,400</b>	<b>565,700</b>
Existing / Planned Supplies					
Conservation (Additional Active <sup>2</sup> and Passive <sup>3</sup> after FYE 14)	154,100	153,100	162,800	164,100	165,800
Los Angeles Aqueduct <sup>4</sup>	119,500	118,600	117,600	116,600	115,700
Groundwater <sup>5</sup> (Total)	120,400	128,400	135,400	134,800	134,800
- Entitlements	109,400	109,400	109,400	108,800	108,800
- Groundwater Replenishment	7,000	11,000	11,000	11,000	11,000
- Stormwater Recharge (Increased Pumping)	<u>4,000</u>	<u>8,000</u>	<u>15,000</u>	<u>15,000</u>	<u>15,000</u>
Recycled Water- Irrigation and Industrial Use	17,300	29,200	29,700	29,800	30,000
Subtotal	531,700	557,700	580,900	580,100	581,100
MWD Water Purchases					
With Existing/Planned Supplies	130,000	122,000	118,000	138,400	150,400
<b>Total Supplies</b>	<b>661,700</b>	<b>679,700</b>	<b>698,900</b>	<b>718,500</b>	<b>731,500</b>

Exhibit 11G (Continued)

Demand and Supply Projections(in acre-feet)	Multi-Dry Year: Year Three (1990) Fiscal Year Ending on June 30				
	2025	2030	2035	2040	2045
<b>Total Water Demand</b>	<b>674,800</b>	<b>693,200</b>	<b>712,800</b>	<b>732,700</b>	<b>746,000</b>
Post-Conservation Demand	507,600	526,600	536,100	554,400	565,700
Existing / Planned Supplies					
Conservation (Additional Active <sup>2</sup> and Passive <sup>3</sup> after FYE 14)	167,200	166,600	176,700	178,300	180,300
Los Angeles Aqueduct <sup>4</sup>	70,800	70,200	69,600	69,000	68,500
Groundwater <sup>5</sup> (Total)	132,300	140,300	147,300	146,700	146,700
- Entitlements	121,309	121,309	121,309	120,709	120,709
- Groundwater Replenishment	7,000	11,000	11,000	11,000	11,000
- Stormwater Recharge (Increased Pumping)	<u>4,000</u>	<u>8,000</u>	<u>15,000</u>	<u>15,000</u>	<u>15,000</u>
Recycled Water- Irrigation and Industrial Use	17,300	29,200	29,700	29,800	30,000
Subtotal	387,609	406,309	423,309	423,809	425,509
MWD Water Purchases					
With Existing/Planned Supplies	287,191	286,891	289,491	308,891	320,491
<b>Total Supplies</b>	<b>674,800</b>	<b>693,200</b>	<b>712,800</b>	<b>732,700</b>	<b>746,000</b>
Demand and Supply Projections(in acre-feet)	Multi-Dry Year: Year Four (1991) Fiscal Year Ending on June 30				
	2025	2030	2035	2040	2045
<b>Total Water Demand</b>	<b>661,600</b>	<b>679,600</b>	<b>698,900</b>	<b>718,400</b>	<b>731,500</b>
Post-Conservation Demand	507,600	526,600	536,100	554,400	565,700
Existing / Planned Supplies					
Conservation (Additional Active <sup>2</sup> and Passive <sup>3</sup> after FYE 14)	154,000	153,000	162,800	164,000	165,800
Los Angeles Aqueduct <sup>4</sup>	119,700	118,800	117,800	116,800	115,800
Groundwater <sup>5</sup> (Total)	120,400	128,400	135,400	134,800	134,800
- Entitlements	109,400	109,400	109,400	108,800	108,800
- Groundwater Replenishment	7,000	11,000	11,000	11,000	11,000
- Stormwater Recharge (Increased Pumping)	<u>4,000</u>	<u>8,000</u>	<u>15,000</u>	<u>15,000</u>	<u>15,000</u>
Recycled Water- Irrigation and Industrial Use	17,300	29,200	29,700	29,800	30,000
Subtotal	411,400	429,400	445,700	445,400	446,400
MWD Water Purchases					
With Existing/Planned Supplies	250,200	250,200	253,200	273,000	285,100
<b>Total Supplies</b>	<b>661,600</b>	<b>679,600</b>	<b>698,900</b>	<b>718,400</b>	<b>731,500</b>



Exhibit 11G (Continued)

Demand and Supply Projections(in acre-feet)	Multi-Dry Year: Year Five (1992) Fiscal Year Ending on June 30				
	2025	2030	2035	2040	2045
<b>Total Water Demand</b>	<b>655,700</b>	<b>673,600</b>	<b>692,600</b>	<b>712,000</b>	<b>724,900</b>
Post-Conservation Demand	507,600	526,600	536,100	554,400	565,700
Existing / Planned Supplies					
Conservation (Additional Active <sup>2</sup> and Passive <sup>3</sup> after FYE 14)	148,100	147,000	156,500	157,600	159,200
Los Angeles Aqueduct <sup>4</sup>	141,900	140,700	139,500	138,400	137,300
Groundwater <sup>5</sup> (Total)	120,400	128,400	135,400	134,800	134,800
- Entitlements	109,400	109,400	109,400	108,800	108,800
- Groundwater Replenishment	7,000	11,000	11,000	11,000	11,000
- Stormwater Recharge (Increased Pumping)	<u>4,000</u>	<u>8,000</u>	<u>15,000</u>	<u>15,000</u>	<u>15,000</u>
Recycled Water- Irrigation and Industrial Use	17,300	29,200	29,700	29,800	30,000
Subtotal	427,700	445,300	461,100	460,600	461,300
MWD Water Purchases					
With Existing/Planned Supplies	228,000	228,300	231,500	251,400	263,600
<b>Total Supplies</b>	<b>655,700</b>	<b>673,600</b>	<b>692,600</b>	<b>712,000</b>	<b>724,900</b>

<sup>1</sup> Total Demand with existing passive conservation prior to FYE 14.

<sup>2</sup> Cumulative hardware savings since late 1980s reached 110,822 AFY by FYE 14.

<sup>3</sup> Additional non-hardware conservation inclusive of retained passive savings from the dry period ending in 2017

<sup>4</sup> Los Angeles Aqueduct supply is estimated to decrease 0.1652% per year due to climate impacts.

<sup>5</sup> Total Groundwater includes Groundwater Replenishment and Increased Pump from additional Stormwater Recharge. LADWP Groundwater Remediation projects in the San Fernando Basin are expected to be in operation by FYE 2023. Sylmar Basin production will increase to 4,170 AFY from FYE 2021 to 2036 to avoid the expiration of stored water credits, then revert to entitlement amounts of 3,570 AFY in 2037.

Exhibit 11H  
Service Area Drought Risk Assessment

Demand and Supply Projections(in acre-feet)	Drought Risk Assessment (1988-1992) Fiscal Year Ending on June 30				
	2021	2022	2023	2024	2025
<b>Total Water Demand</b>	<b>645,900</b>	<b>652,600</b>	<b>668,600</b>	<b>658,600</b>	<b>655,700</b>
<b>Post-Conservation Demand</b>	<b>494,200</b>	<b>497,100</b>	<b>500,600</b>	<b>504,700</b>	<b>507,600</b>
Existing / Planned Supplies					
Conservation (Additional Active <sup>2</sup> and Passive <sup>3</sup> after FYE 14)	151,700	155,500	168,000	153,900	148,100
Los Angeles Aqueduct <sup>4</sup>	134,600	120,100	71,000	119,900	141,900
Groundwater <sup>5</sup> (Total)	102,500	108,600	124,800	116,400	120,400
- Entitlements	100,500	104,800	119,300	107,400	109,400
- Groundwater Replenishment	0	1,750	3,500	3,500	7,000
- Stormwater Recharge (Increased Pumping)	<u>2,000</u>	<u>2,000</u>	<u>2,000</u>	<u>2,000</u>	<u>4,000</u>
Recycled Water- Irrigation and Industrial Use	11,400	12,500	14,300	15,400	17,300
Subtotal	400,200	396,700	378,100	402,100	427,700
MWD Water Purchases					
With Existing/Planned Supplies	245,700	255,900	290,500	256,500	228,000
<b>Total Supplies</b>	<b>645,900</b>	<b>652,600</b>	<b>668,600</b>	<b>658,600</b>	<b>655,700</b>

<sup>1</sup> Total Demand with existing passive conservation prior to FYE 14.

<sup>2</sup> Cumulative hardware savings since late 1980s reached 110,822 AFY by FYE 14.

<sup>3</sup> Additional non-hardware conservation inclusive of retained passive savings from the dry period ending in 2017

<sup>4</sup> Los Angeles Aqueduct supply is estimated to decrease 0.1652 percent per year due to climate impacts.

<sup>5</sup> Total Groundwater includes Groundwater Replenishment and Increased Pump from additional Stormwater Recharge. LADWP Groundwater Remediation projects in the San Fernando Basin are expected to be in operation by FYE 2023. Sylmar Basin production will increase to 4,170 AFY from FYE 2021 to 2036 to avoid the expiration of stored water credits, then revert to entitlement amounts of 3,570 AFY in 2037.

# Print Ads

## 2020 Urban Water Management Plan & Water Shortage Contingency Plan Virtual Public Hearings

Tues, March 9, 2021 at 6 p.m.  
Sat, March 13, 2021 at 10 a.m.



Public comment period ends March 22, 2021  
**Review draft documents and register to attend at [ladwp.com/UWMP](https://ladwp.com/UWMP)**

As a covered entity under Title II of the Americans with disabilities Act, the City of Los Angeles does not discriminate on the basis of disability and upon request, will provide reasonable accommodation to ensure equal access to its programs, services and activities. To ensure availability, such requests should be made at least 72 hours in advance by calling (213) 367-5206, TDD: 1 (800) 432-7397.



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## Reuniones Públicas Virtuales para 2020 Plan de Gestión para Aguas Urbanas y el Plan de Contingencia de Escasez de Agua

**Martes, 9 de marzo, 2021, 6 p.m.**  
**Sábado, 13 de marzo, 2021, 10 a.m.**



El período para comentarios públicos  
finaliza el 22 de marzo de 2021

Revise los borradores de  
documentos y regístrese para  
asistir al [ladwp.com/UWMP](https://ladwp.com/UWMP)

Como entidad cubierta bajo el Título II de la Ley de Estadounidenses con Discapacidades, la Ciudad de Los Angeles no discrimina por motivos de discapacidad y, previa solicitud, proporcionará adaptaciones razonables para garantizar el acceso igualitario a sus programas, servicios y actividades. Para garantizar la disponibilidad, tales solicitudes deben realizarse con al menos 72 horas de antelación llamando al (213) 367-5206, TDD: 1 (800) 432-7397.

026-94313-1

## **Reuniones Públicas Virtuales** para 2020 Plan de Gestión para Aguas Urbanas y el Plan de Contingencia de Escasez de Agua

**Martes, 9 de marzo, 2021, 6 p.m.**  
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08-9435-1

# LADWP UWMP Webpage





# Water

- Past & Present
- Facts & Figures
- Public Outreach
- Sources of Supply
  - Local Water Supplies
  - Operation NEXT
  - Water Conservation
  - Recycled Water
  - Stormwater Capture
  - Groundwater
  - Los Angeles Aqueduct
  - Metropolitan Water District of Southern California
  - Water Resource Planning
  - Urban Water Management Plan**
  - Los Angeles Aqueduct
- Water Quality
  - L.A.'s Drinking Water Quality Report
- Projects
  - Sustainable Groundwater Management Act
  - Groundwater Remediation
  - Recycled Water
  - Water Conservation
  - Rates

## Urban Water Management Plan

### The Urban Water Management Planning Act

The City is required to adopt an Urban Water Management Plan (UWMP) every five years to comply with California's Urban Water Management Planning Act (Act). The Act is codified in Sections 10610 through 10657 of the California Water Code (CWC).

The Act became effective on January 1, 1984 and requires that every urban water supplier that provides municipal and industrial water to more than 3,000 customers (or supplies more than 3,000 acre-feet per year) prepare and adopt an UWMP every five years in accordance with prescribed requirements in order to be eligible for state grant funding and/or financial assistance. The key reporting requirements in the UWMP include:

- Existing and planned sources of water.
- Water demand forecasting.
- Conservation efforts to reduce water demand.
- Activities to develop alternative sources of water.
- Assessment of reliability and vulnerability of water supply.
- Water shortage contingency plan.
- Reporting on climate change impacts and energy intensity.

### L.A.'s UWMP

The 2015 UWMP is the last adopted plan and continues to serve as the City's master plan for reliable water supply and resources management. With a 25 year planning horizon through the year 2040, the 2015 UWMP included a strategy to achieve the City's goals and policy objectives for reliable water supply. The strategy included the development of additional local supplies to help reduce the City's future dependence on purchased imported supplies, supported by recommendations from prior program level planning initiatives, including the [Recycled Water Master Documents](#), [Groundwater System Improvement Study](#), [Stormwater Capture Master Plan](#), and [Conservation Potential Study](#). These prior efforts represented an integrated water resources management strategy. A copy of the 2015 UWMP is available on the LADWP website at the following link:

[2015 Urban Water Management Plan](#)

LADWP is currently in the development phase for the 2020 UWMP update, which will build upon the goals and progress made in the 2015 UWMP and to comply with the new state reporting requirements. LADWP continues to coordinate with agencies at the local, regional, and state levels; such as Metropolitan Water District of Southern California, Los Angeles County Flood Control District, Los Angeles County Sanitation Districts, and City of Los Angeles Department of Public Works Bureau of Sanitation, as part of the local and regional integrated resources planning efforts.

### Get Involved! Public Hearings & Public Comment Period

The 2020 Urban Water Management Plan (UWMP) and Water Shortage Contingency Plan (WSCP) are being prepared now. The WSCP is a new requirement for the 2020 UWMP. In January 2021, we held [informational meetings](#) to share background on the UWMP and WSCP and the preparation process before the draft was released. The Draft 2020 UWMP and Draft WSCP are now available for public review and comment in the links below:

[2020 UWMP Draft](#)

[2020 WSCP Draft](#)

Public hearings were held on March 9, 2021 and March 13, 2021 to receive public comments. The public hearing presentation is available [here](#).

Additional public comments may be submitted to [uwmp@ladwp.com](mailto:uwmp@ladwp.com) or U.S. mail to LADWP JFB, 111 No. Hope Street, Room 308, Los Angeles, CA 90012, Attn: Benjamin Wong. All comments must be received by April 13, 2021.

### UWMP Outreach

Outreach is a critical element of LADWP's UWMP development, going above and beyond the requirements of the UWMP Act. LADWP has enhanced outreach for the 2020 UWMP update by coordinating efforts with the recently launched [Water System Stakeholder Engagement Group \(SEG\)](#) to provide diversity of perspectives and input on a variety of water initiatives and programs. Additional information regarding the SEG, including copies of SEG Presentations and notes for UWMP related topics, is available [here](#).

[2020 UWMP Development & Outreach – Board Presentation January 28, 2020](#)

For more information or questions on the UWMP, please send an email to [UWMP@ladwp.com](mailto:UWMP@ladwp.com).

Site Feedback

# Web Hits

## Press Release

[www.ladwpnews.com](http://www.ladwpnews.com)

[www.ladwpnews.com/ladwp-invites-public-comments-on-draft-2020-urban](http://www.ladwpnews.com/ladwp-invites-public-comments-on-draft-2020-urban)

### LADWP Invites Public Comments on Draft 2020 Urban Water Management Plan

[Share](#) [Tweet](#) [Share](#)

Public participation encouraged in planning for L.A.'s long-term water resource needs



**March 9, 2021 (LOS ANGELES)** –The Los Angeles Department of Water and Power (LADWP) will be hosting two virtual public hearings on the Draft 2020 Urban Water Management Plan (UWMP) to provide stakeholders with an opportunity to review and provide public comment. Public comment received from these public hearings will be considered in the preparation of the UWMP update. Virtual public hearings will be held on Tuesday, March 9, 2021 at 6 p.m. and on Saturday, March 13, 2021 at 10:00 a.m. The public comment period ends on April 13. Meeting registration and more information are available at [www.ladwp.com/uwmp](http://www.ladwp.com/uwmp).

With a 25-year planning horizon, the UWMP serves as the City's master plan for reliable water supply and resources management. The Draft 2020 UWMP calls for reducing the City's reliance on purchased, imported water supplies through strategies that include building resilient, sustainable local water supplies through groundwater recharge, stormwater capture, additional conservation and maximizing water recycling.

Updates to the 2020 UWMP will be consistent with the City's goals and policy objectives for a reliable water supply. The Draft 2020 UWMP is available for viewing or download at [www.ladwp.com/uwmp](http://www.ladwp.com/uwmp).

The final 2020 UWMP is expected to be presented to the Board of Water and Power Commissioners for adoption in May 2021. LADWP will submit the 2020 UWMP to the California Department of Water Resources by July 1, 2021.

Public comments can also be submitted via email to [uwmp@ladwp.com](mailto:uwmp@ladwp.com) or by U.S. mail to:

Los Angeles Department of Water and Power  
Attn: Benjamin Wong  
111 N. Hope Street, Room 308  
Los Angeles, CA 90012

# LADWP Invites Public Comments on Draft 2020 Urban Water Management Plan

By **Reporters Desk** - 03/10/2021



The Los Angeles Department of Water and Power or LADWP will be hosting a virtual public hearing on the Draft 2020 Urban Water Management Plan or UWMP to provide stakeholders with an opportunity to review and provide public comment. Public comment received from these public hearings will be considered in the preparation of the UWMP update.

**The public comment period ends on April 13.**

The final 2020 UWMP is expected to be presented to the Board of Water and Power Commissioners for adoption in May 2021. LADWP will submit the 2020 UWMP to the California Department of Water Resources by July 1, 2021.

Public comments can also be submitted via email to [uwmp@ladwp.com](mailto:uwmp@ladwp.com) or by U.S. mail to:

Los Angeles Department of Water and Power

Attn: Benjamin Wong

111 N. Hope Street, Room 308

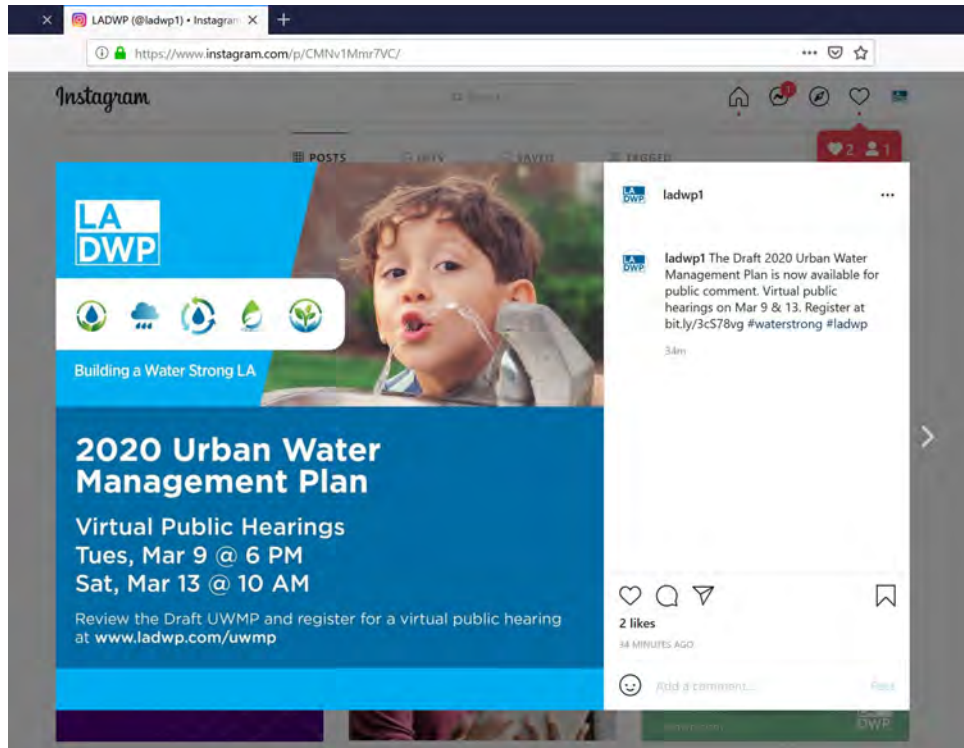
Los Angeles, CA 90012

**Time:** 10:00 a.m. March 13, 2021



## Instagram Post

March 9, 2021



## Twitter Post

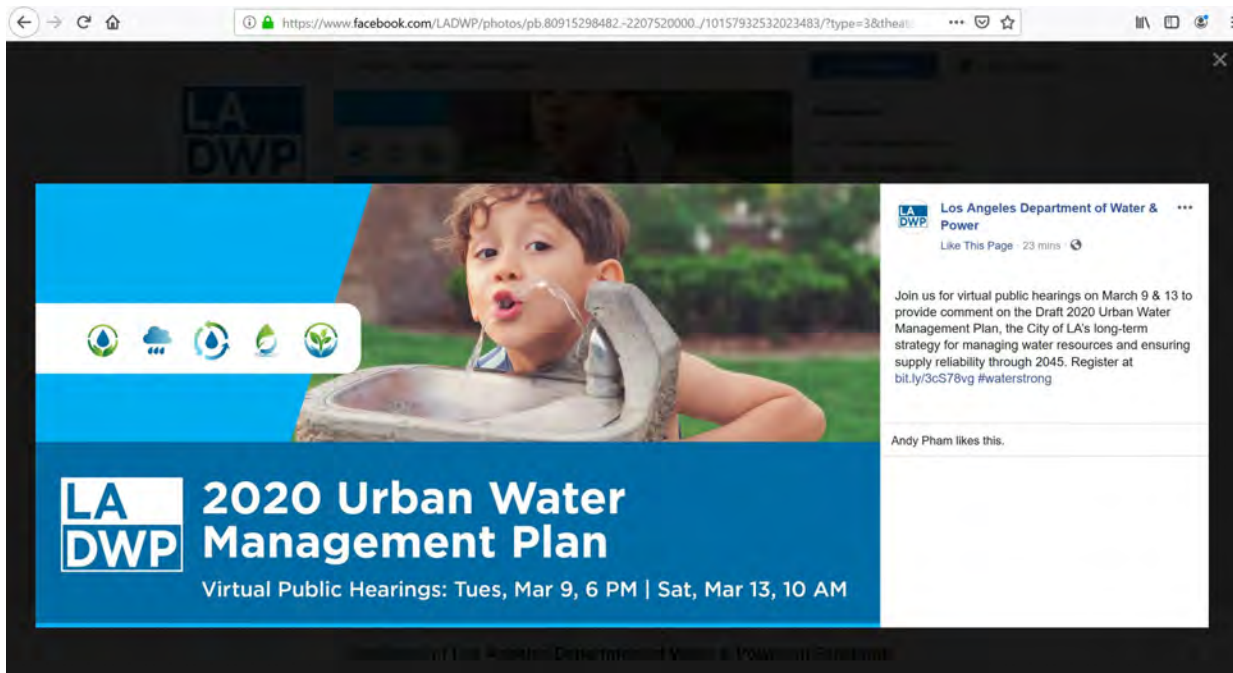
March 9, 2021



2020 Urban Water Management Plan

Facebook Post

March 9, 2021



## Nextdoor Post

March 9, 2021

**LA DWP** **Los Angeles Department of Water and Power**  
Community Affairs Stephanie Spicer • 16 min ago

**DWP**

Building a Water Strong LA

# 2020 Urban Water Management Plan

## Virtual Public Hearings

**Tues, Mar 9 @ 6 PM | Sat, Mar 13 @ 10 AM**

**Virtual Public Hearings Mar 9 & 13: Draft 202 Urban Water Management Plan.**  
Join us for virtual public hearings tonight, March 9 @ 6PM & Sat, March 13 @ 10AM to provide comment on the Draft 2020 Urban Water Management Plan, the City of LA's long-term strategy for managing water resources and ensuring supply reliability through 2045. Register to attend at [www.ladwp.com/uwmp](http://www.ladwp.com/uwmp)

[ladwp.com](http://ladwp.com)

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The header features a blue background with a white splash of water forming a circle on the left. The text 'Appendix G' is centered in white. On the right, a dark blue triangle contains the text '2020 Urban Water Management Plan' in white.

# Appendix G

2020  
**Urban Water  
Management  
Plan**

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# Appendix H

2020  
**Urban Water  
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## **Groundwater Basin**

**San Fernando Basin Judgment: H2-H37**

**Sylmar Basin Stipulation: H38-H42**

**Central Basin Third Amended Judgment: H43-H119**

**West Coast Basin Judgment: H120-H175**

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

THE CITY OF LOS ANGELES, )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 CITY OF SAN FERNANDO, et al., )  
 )  
 Defendants. )

No. 650079

JUDGMENT

There follows by consecutive paging a Table of Contents (pages i. to vi.), Recitals (page 1), Definitions and List of Attachments (pages 1 to 6), Designation of Parties (page 6), Declaration re Geology and Hydrology (pages 6 to 12), Declaration of Rights (pages 12 to 21), Injunctions (pages 21 to 23), Continuing Jurisdiction (page 23), Watermaster (pages 23 to 29), Physical Solution (pages 29 to 34), and Miscellaneous Provisions (pages 34 to 35), and Attachments (pages 36 to 46). Each and all of said several parts constitute a single integrated Judgment herein.



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1. RECITALS

This matter was originally tried before the Honorable Edmund M. Moor, without jury, commencing on March 1, 1966, and concluding with entry of Findings, Conclusions and Judgment on March 14, 1968, after more than 181 trial days. Los Angeles appealed from said judgment and the California Supreme Court, by unanimous opinion, (14 Cal. 3d 199) reversed and remanded the case; after trial of some remaining issues on remand, and consistent with the opinion of the Supreme Court, and pursuant to stipulations, the Court signed and filed Findings of Fact and Conclusions of Law. Good cause thereby appearing,

IT IS ORDERED, ADJUDGED AND DECREED:

2. DEFINITIONS AND ATTACHMENTS

2.1 Definitions of Terms. As used in this Judgment, the following terms shall have the meanings herein set forth:

[1] Basin or Ground Water Basin -- A subsurface geologic formation with defined boundary conditions, containing a ground water reservoir, which is capable of yielding a significant quantity of ground water.

[2] Burbank -- Defendant City of Burbank.

[3] Crescenta Valley -- Defendant Crescenta Valley County Water District.

[4] Colorado Aqueduct -- The aqueduct facilities and system owned and operated by MWD for the importation of water from the Colorado River to its service area.

[5] Deep Rock -- Defendant Evelyn M. Pendleton, dba Deep Rock Artesian Water Company.

1 [6] Delivered Water -- Water utilized in a water supply  
2 distribution system, including reclaimed water.

3 [7] Eagle Rock Basin -- The separate ground water basin  
4 underlying the area shown as such on Attachment "A".

5 [8] Extract or Extraction -- To produce ground water,  
6 or its production, by pumping or any other means.

7 [9] Fiscal Year -- July 1 through June 30 of the  
8 following calendar year.

9 [10] Foremost -- Defendant Foremost Foods Company,  
10 successor to defendant Sparkletts Drinking Water Corp.

11 [11] Forest Lawn -- Collectively, defendants Forest  
12 Lawn Cemetery Association, Forest Lawn Company, Forest Lawn  
13 Memorial-Park Association, and American Security and Fidelity  
14 Corporation.

15 [12] Gage F-57 -- The surface stream gaging station  
16 operated by Los Angeles County Flood Control District and  
17 situated in Los Angeles Narrows immediately upstream from the  
18 intersection of the Los Angeles River and Arroyo Seco, at  
19 which point the surface outflow from ULARA is measured.

20 [13] Glendale -- Defendant City of Glendale.

21 [14] Ground Water -- Water beneath the surface of the  
22 ground and within the zone of saturation.

23 [15] Hersch & Plumb -- Defendants David and Eleanor A.  
24 Hersch and Gerald B. and Lucille Plumb, successors to  
25 Wellesley and Duckworth defendants.

26 [16] Import Return Water -- Ground water derived from  
27 percolation attributable to delivered imported water.

28 [17] Imported Water -- Water used within ULARA, which



1 is derived from sources outside said watershed. Said term  
2 does not include inter-basin transfers wholly within ULARA.

3 [18] In Lieu Storage -- The act of accumulating ground  
4 water in a basin by intentional reduction of extractions of  
5 ground water which a party has a right to extract.

6 [19] Lockheed -- Defendant Lockheed Aircraft Corporation.

7 [20] Los Angeles -- Plaintiff City of Los Angeles,  
8 acting by and through its Department of Water and Power.

9 [21] Los Angeles Narrows -- The physiographic area  
10 northerly of Gage F-57 bounded on the east by the San Rafael  
11 and Repetto Hills and on the west by the Elysian Hills,  
12 through which all natural outflow of the San Fernando Basin  
13 and the Los Angeles River flow en route to the Pacific Ocean.

14 [22] MWD -- The Metropolitan Water District of Southern  
15 California, a public agency of the State of California.

16 [23] Native Safe Yield -- That portion of the safe  
17 yield of a basin derived from native waters.

18 [24] Native Waters -- Surface and ground waters derived  
19 from precipitation within ULARA.

20 [25] Overdraft -- A condition which exists when the  
21 total annual extractions of ground water from a basin exceed  
22 its safe yield, and when any temporary surplus has been  
23 removed.

24 [26] Owens-Mono Aqueduct -- The aqueduct facilities  
25 owned and operated by Los Angeles for importation to ULARA  
26 water from the Owens River and Mono Basin watersheds easterly  
27 of the Sierra-Nevada in Central California.

28 [27] Private Defendants -- Collectively, all of those

1 defendants who are parties, other than Glendale, Burbank, San  
2 Fernando and Crescenta Valley.

3 [28] Reclaimed Water -- Water which, as a result of  
4 processing of waste water, is made suitable for and used for  
5 a controlled beneficial use.

6 [29] Regulatory Storage Capacity -- The volume of  
7 storage capacity of San Fernando Basin which is required to  
8 regulate the safe yield of the basin, without significant  
9 loss, during any long-term base period of water supply.

10 [30] Rising Water -- The effluent from a ground water  
11 basin which appears as surface flow.

12 [31] Rising Water Outflow -- The quantity of rising  
13 water which occurs within a ground water basin and does not  
14 rejoin the ground water body or is not captured prior to  
15 flowing past a point of discharge from the basin.

16 [32] Safe Yield -- The maximum quantity of water which  
17 can be extracted annually from a ground water basin under a  
18 given set of cultural conditions and extraction patterns,  
19 based on the long-term supply, without causing a continuing  
20 reduction of water in storage.

21 [33] San Fernando -- Defendant City of San Fernando.

22 [34] San Fernando Basin -- The separate ground water  
23 basin underlying the area shown as such on Attachment "A".

24 [35] Sportsman's Lodge -- Defendant Sportsman's Lodge  
25 Banquet Association.

26 [36] Stored Water -- Ground water in a basin consisting  
27 of either (1) imported or reclaimed water which is inten-  
28 tionally spread, or (2) safe yield water which is allowed to



1 accumulate by In Lieu Storage. Said ground waters are dis-  
2 tinguished and separately accounted for in a ground water  
3 basin, notwithstanding that the same may be physically com-  
4 mingled with other waters in the basin.

5 [37] Sylmar Basin -- The separate ground water basin  
6 underlying the area indicated as such on Attachment "A".

7 [38] Temporary Surplus -- The amount of ground water  
8 which would be required to be removed from a basin in order  
9 to avoid waste under safe yield operation.

10 [39] Toluca Lake -- Defendant Toluca Lake Property  
11 Owners Association.

12 [40] ULARA or Upper Los Angeles River Area -- The Upper  
13 Los Angeles River watershed, being the surface drainage area  
14 of the Los Angeles River tributary to Gage F-57.

15 [41] Underlying Pueblo Waters -- Native ground waters  
16 in the San Fernando Basin which underlie safe yield and  
17 stored waters.

18 [42] Valhalla -- Collectively, Valhalla Properties,  
19 Valhalla Memorial Park, Valhalla Mausoleum Park.

20 [43] Van de Kamp -- Defendant Van de Kamp's Holland  
21 Dutch Bakers, Inc.

22 [44] Verdugo Basin -- The separate ground water basin  
23 underlying the area shown as such on Attachment "A".

24 [45] Water Year -- October 1 through September 30 of  
25 the following calendar year.

26 Geographic Names, not herein specifically defined, are used to  
27 refer to the places and locations thereof as shown on Attachment "A".

28 2.2 List of Attachments. There are attached hereto the .

1 following documents, which are by this reference incorporated in  
2 this Judgment and specifically referred to in the text hereof:

3 "A" -- Map entitled "Upper Los Angeles River Area",  
4 showing Separate Basins therein.

5 "B" -- List of "Dismissed Parties."

6 "C" -- List of "Defaulted Parties."

7 "D" -- List of "Disclaiming Parties."

8 "E" -- List of "Prior Stipulated Judgments."

9 "F" -- List of "Stipulated Non-Consumptive or Minimal-  
10 Consumptive Use Practices."

11 "G" -- Map entitled "Place of Use and Service Area of  
12 Private Defendants."

13 "H" -- Map entitled "Public Agency Water Service Areas."  
14

### 15 3. PARTIES

16 3.1 Defaulting and Disclaiming Defendants. Each of the  
17 defendants listed on Attachment "C" and Attachment "D" is without  
18 any right, title or interest in, or to any claim to extract ground  
19 water from ULARA or any of the separate ground water basins therein.

20 3.2 No Rights Other Than as Herein Declared. No party to  
21 this action has any rights in or to the waters of ULARA except to  
22 the extent declared herein.  
23

### 24 4. DECLARATION RE GEOLOGY AND HYDROLOGY

#### 25 4.1 Geology.

26 4.1.1 ULARA. ULARA (or Upper Los Angeles River Area),  
27 is the watershed or surface drainage area tributary to the  
28 Los Angeles River at Gage F-57. Said watershed contains a



1 total of 329,000 acres, consisting of approximately 123,000  
2 acres of valley fill area and 206,000 acres of hill and  
3 mountain area, located primarily in the County of Los Angeles,  
4 with a small portion in the County of Ventura. Its boundaries  
5 are shown on Attachment "A". The San Gabriel Mountains form  
6 the northerly portion of the watershed, and from them two  
7 major washes--the Pacoima and the Tujunga--discharge southerly  
8 Tujunga Wash traverses the valley fill in a southerly direc-  
9 tion and joins the Los Angeles River, which follows an east-  
10 erly course along the base of the Santa Monica Mountains  
11 before it turns south through the Los Angeles Narrows. The  
12 waters of Pacoima Wash as and when they flow out of Sylmar  
13 Basin are tributary to San Fernando Basin. Lesser tributary  
14 washes run from the Simi Hills and the Santa Susana Mountains  
15 in the westerly portion of the watershed. Other minor washes,  
16 including Verdugo Wash, drain the easterly portion of the  
17 watershed which consists of the Verdugo Mountains, the Elysian,  
18 San Rafael and Repetto Hills. Each of said washes is a non-  
19 perennial stream whose flood flows and rising waters are  
20 naturally tributary to the Los Angeles River. The Los Angeles  
21 River within ULARA and most of said tributary natural washes  
22 have been replaced, and in some instances relocated, by  
23 concrete-lined flood control channels. There are 85.3 miles  
24 of such channels within ULARA, 62% of which have lined con-  
25 crete bottoms.

26 4.1.2 San Fernando Basin. San Fernando Basin is the  
27 major ground water basin in ULARA. It underlies 112,047 acres  
28 and is located in the area shown as such on Attachment "A".

1 Boundary conditions of the San Fernando Basin consist on the  
2 east and northeast of alluvial contacts with non-waterbearing  
3 series along the San Rafael Hills and Verdugo Mountains and  
4 the Santa Susana Mountains and Simi Hills on the northwest and  
5 west and the Santa Monica Mountains on the south. Water-  
6 bearing material in said basin extends to at least 1000 feet  
7 below the surface. Rising water outflow from the San Fernando  
8 Basin passes its downstream and southerly boundary in the  
9 vicinity of Gage F-57, which is located in Los Angeles Narrows  
10 about 300 feet upstream from the Figueroa Street (Dayton  
11 Street) Bridge. The San Fernando Basin is separated from the  
12 Sylmar Basin on the north by the eroded south limb of the  
13 Little Tujunga Syncline which causes a break in the ground  
14 water surface of about 40 to 50 feet.

15 4.1.3 Sylmar Basin. Sylmar Basin underlies 5,565 acres  
16 and is located in the area shown as such on Attachment "A".  
17 Water-bearing material in said basin extends to depths in ex-  
18 cess of 12,000 feet below the surface. Boundary conditions of  
19 Sylmar Basin consist of the San Gabriel Mountains on the north,  
20 a topographic divide in the valley fill between the Mission  
21 Hills and San Gabriel Mountains on the west, the Mission Hills  
22 on the southwest, Upper Lopez Canyon Saugus Formation on the  
23 east, along the east bank of Pacoima Wash, and the eroded  
24 south limb of the Little Tujunga Syncline on the south.

25 4.1.4 Verdugo Basin. Verdugo Basin underlies 4,400 acres  
26 and is located in the area shown as such on Attachment "A".  
27 Boundary conditions of Verdugo Basin consist of the San  
28 Gabriel Mountains on the north, the Verdugo Mountains on the



1 south and southwest, the San Rafael Hills on the southeast and  
2 the topographic divide on the east between the drainage area  
3 that is tributary to the Tujunga Wash to the west and Verdugo  
4 Wash to the east, the ground water divide on the west between  
5 Monk Hill-Raymond Basin and the Verdugo Basin on the east and  
6 a submerged dam constructed at the mouth of Verdugo Canyon on  
7 the south.

8 4.1.5 Eagle Rock Basin. Eagle Rock Basin underlies 207  
9 acres and is located in the area shown as such on Attachment  
10 "A". Boundary conditions of Eagle Rock Basin consist of the  
11 San Rafael Hills on the north and west and the Repetto Hills  
12 on the east and south with a small alluvial area to the  
13 southeast consisting of a topographic divide.

#### 14 4.2 Hydrology.

15 4.2.1 Water Supply. The water supply of ULARA consists  
16 of native waters, derived from precipitation on the valley  
17 floor and runoff from the hill and mountain areas, and of im-  
18 ported water from outside the watershed. The major source of  
19 imported water has been from the Owens-Mono Aqueduct, but  
20 additional supplies have been and are now being imported  
21 through MWD from its Colorado Aqueduct and the State Aqueduct.

22 4.2.2 Ground Water Movement. The major water-bearing  
23 formation in ULARA is the valley fill material bounded by  
24 hills and mountains which surround it. Topographically, the  
25 valley-fill area has a generally uniform grade in a southerly  
26 and easterly direction with the slope gradually decreasing  
27 from the base of the hills and mountains to the surface  
28 drainage outlet at Gage F-57. The valley fill material is a

1 heterogeneous mixture of clays, silts, sand and gravel laid  
2 down as alluvium. The valley fill is of greatest permeability  
3 along and easterly of Pacoima and Tujunga Washes and generally  
4 throughout the eastern portion of the valley fill area,  
5 except in the vicinity of Glendale where it is of lesser  
6 permeability. Ground water occurs mainly within the valley  
7 fill, with only negligible amounts occurring in hill and  
8 mountain areas. There is no significant ground water movement  
9 from the hill and mountain formations into the valley fill.  
10 Available geologic data do not indicate that there are any  
11 sources of native ground water other than those derived from  
12 precipitation. Ground water movement in the valley fill  
13 generally follows the surface topography and drainage except  
14 where geologic or man-made impediments occur or where the  
15 natural flow has been modified by extensive pumping.

16 4.2.3 Separate Ground Water Basins. The physical and  
17 geologic characteristics of each of the ground water basins,  
18 Eagle Rock, Sylmar, Verdugo and San Fernando, cause impedi-  
19 ments to inter-basin ground water flow whereby there is  
20 created separate underground reservoirs. Each of said basins  
21 contains a common source of water supply to parties extracting  
22 ground water from each of said basins. The amount of under-  
23 flow from Sylmar Basin, Verdugo Basin and Eagle Rock Basin to  
24 San Fernando Basin is relatively small, and on the average has  
25 been approximately 540 acre feet per year from the Sylmar  
26 Basin; 80 acre feet per year from Verdugo Basin; and 50 acre  
27 feet per year from Eagle Rock Basin. Each has physiographic,  
28 geologic and hydrologic differences, one from the other, and



1 each meets the hydrologic definition of "basin." The ex-  
2 tractions of water in the respective basins affect the other  
3 water users within that basin but do not significantly or  
4 materially affect the ground water levels in any of the other  
5 basins. The underground reservoirs of Eagle Rock, Verdugo and  
6 Sylmar Basins are independent of one another and of the San  
7 Fernando Basin.

8 4.2.4 Safe Yield and Native Safe Yield. The safe yield  
9 and native safe yield, stated in acre feet, of the three  
10 largest basins for the year 1964-65 was as follows:

11 <u>Basin</u>	12 <u>Safe Yield</u>	13 <u>Native Safe Yield</u>
14 San Fernando	90,680	43,660
15 Sylmar	6,210	3,850
16 Verdugo	7,150	3,590

17 The safe yield of Eagle Rock Basin is derived from imported  
18 water delivered by Los Angeles. There is no measurable  
19 native safe yield.

20 4.2.5 Separate Basins -- Separate Rights. The rights  
21 of the parties to extract ground water within ULARA are  
22 separate and distinct as within each of the several ground  
23 water basins within said watershed.

24 4.2.6 Hydrologic Condition of Basins. The several  
25 basins within ULARA are in varying hydrologic conditions,  
26 which result in different legal consequences.

27 4.2.6.1 San Fernando Basin. The first full year  
28 of overdraft in San Fernando Basin was 1954-55. It  
remained in overdraft continuously until 1968, when an  
injunction herein became effective. Thereafter, the

1 basin was placed on safe yield operation. There is no  
2 surplus ground water available for appropriation or  
3 overlying use from San Fernando Basin.

4 4.2.6.2 Sylmar Basin. Sylmar Basin is not in  
5 overdraft. There remains safe yield over and above the  
6 present reasonable beneficial overlying uses, from which  
7 safe yield the appropriative rights of Los Angeles and  
8 San Fernando may be and have been exercised.

9 4.2.6.3 Verdugo Basin. Verdugo Basin was in  
10 overdraft for more than five consecutive years prior to  
11 1968. Said basin is not currently in overdraft, due to  
12 decreased extractions by Glendale and Crescenta Valley on  
13 account of poor water quality. However, the combined  
14 appropriative and prescriptive rights of Glendale and  
15 Crescenta Valley are equivalent to the safe yield of the  
16 Basin. No private overlying or appropriative rights  
17 exist in Verdugo Basin.

18 4.2.6.4 Eagle Rock Basin. The only measurable  
19 water supply to Eagle Rock Basin is import return water  
20 by reason of importations by Los Angeles. Extractions by  
21 Foremost and Deep Rock under the prior stipulated  
22 judgments have utilized the safe yield of Eagle Rock  
23 Basin, and have maintained hydrologic equilibrium  
24 therein.

## 25 26 5. DECLARATION OF RIGHTS

### 27 5.1 Right to Native Waters.

#### 28 5.1.1 Los Angeles River and San Fernando Basin.



1                   5.1.1.1 Los Angeles' Pueblo Right. Los Angeles,  
2 as the successor to all rights, claims and powers of the  
3 Spanish Pueblo de Los Angeles in regard to water rights,  
4 is the owner of a prior and paramount pueblo right to the  
5 surface waters of the Los Angeles River and the native  
6 ground waters of San Fernando Basin to meet its reason-  
7 able beneficial needs and for its inhabitants.

8                   5.1.1.2 Extent of Pueblo Right. Pursuant to said  
9 pueblo right, Los Angeles is entitled to satisfy its  
10 needs and those of its inhabitants within its boundaries  
11 as from time to time modified. Water which is in fact  
12 used for pueblo right purposes is and shall be deemed  
13 needed for such purposes.

14                   5.1.1.3 Pueblo Right -- Nature and Priority of  
15 Exercise. The pueblo right of Los Angeles is a prior and  
16 paramount right to all of the surface waters of the Los  
17 Angeles River, and native ground water in San Fernando  
18 Basin, to the extent of the reasonable needs and uses of  
19 Los Angeles and its inhabitants throughout the corporate  
20 area of Los Angeles, as its boundaries may exist from  
21 time to time. To the extent that the Basin contains  
22 native waters and imported waters, it is presumed that  
23 the first water extracted by Los Angeles in any water  
24 year is pursuant to its pueblo right, up to the amount  
25 of the native safe yield. The next extractions by Los  
26 Angeles in any year are deemed to be from import return  
27 water, followed by stored water, to the full extent of  
28 Los Angeles' right to such import return water and stored

1 water. In the event of need to meet water requirements  
2 of its inhabitants, Los Angeles has the additional right,  
3 pursuant to its pueblo right, withdraw temporarily from  
4 storage Underlying Pueblo Waters, subject to an obliga-  
5 tion to replace such water as soon as practical.

6 5.1.1.4 Rights of Other Parties. No other party  
7 to this action has any right in or to the surface waters  
8 of the Los Angeles River or the native safe yield of the  
9 San Fernando Basin.

10 5.1.2 Sylmar Basin Rights.

11 5.1.2.1 No Pueblo Rights. The pueblo right of  
12 Los Angeles does not extend to or include ground waters  
13 in Sylmar Basin.

14 5.1.2.2 Overlying Rights. Defendants Moordigian  
15 and Hersch & Plumb own lands overlying Sylmar Basin and  
16 have a prior correlative right to extract native waters  
17 from said Basin for reasonable beneficial uses on their  
18 said overlying lands. Said right is appurtenant to said  
19 overlying lands and water extracted pursuant thereto may  
20 not be exported from said lands nor can said right be  
21 transferred or assigned separate and apart from said  
22 overlying lands.

23 5.1.2.3 Appropriative Rights of San Fernando  
24 and Los Angeles. San Fernando and Los Angeles own  
25 appropriative rights, of equal priority, to extract and  
26 put to reasonable beneficial use for the needs of said  
27 cities and their inhabitants, native waters of the  
28 Sylmar Basin in excess of the exercised reasonable



1 beneficial needs of overlying users. Said appropriative  
2 rights are:

3 San Fernando 3,580 acre feet  
4 Los Angeles 1,560 acre feet.

5 5.1.2.4 No Prescription. The Sylmar Basin is not  
6 presently in a state of overdraft and no rights by  
7 prescription exist in said Basin against any overlying  
8 or appropriative water user.

9 5.1.2.5 Other Parties. No other party to this  
10 action owns or possesses any right to extract native  
11 ground waters from the Sylmar Basin.

12 5.1.3 Verdugo Basin Rights.

13 5.1.3.1 No Pueblo Rights. The pueblo right of  
14 Los Angeles does not extend to or include ground water  
15 in Verdugo Basin.

16 5.1.3.2 Prescriptive Rights of Glendale and  
17 Crescenta Valley. Glendale and Crescenta Valley own  
18 prescriptive rights as against each other and against  
19 all private overlying or appropriative parties in the  
20 Verdugo Basin to extract, with equal priority, the  
21 following quantities of water from the combined safe  
22 yield of native and imported waters in Verdugo Basin:

23 Glendale 3,856 acre feet  
24 Crescenta Valley 3,294 acre feet.

25 5.1.3.3 Other Parties. No other party to this  
26 action owns or possesses any right to extract native  
27 ground waters from the Verdugo Basin.  
28

1           5.1.4 Eagle Rock Basin Rights.

2                 5.1.4.1 No Pueblo Rights. The pueblo right of  
3 Los Angeles does not extend to or include ground water  
4 in Eagle Rock Basin.

5                 5.1.4.2 No Rights in Native Waters. The Eagle  
6 Rock Basin has no significant or measurable native safe  
7 yield and no parties have or assert any right or claim  
8 to native waters in said Basin.

9           5.2 Rights to Imported Waters.

10           5.2.1 San Fernando Basin Rights.

11                 5.2.1.1 Rights to Recapture Import Return Water.  
12 Los Angeles, Glendale, Burbank and San Fernando have each  
13 caused imported waters to be brought into ULARA and to be  
14 delivered to lands overlying the San Fernando Basin, with  
15 the result that percolation and return flow of such  
16 delivered water has caused imported waters to become a  
17 part of the safe yield of San Fernando Basin. Each of  
18 said parties has a right to extract from San Fernando  
19 Basin that portion of the safe yield of the Basin attri-  
20 butable to such import return waters.

21                 5.2.1.2 Rights to Store and Recapture Stored  
22 Water. Los Angeles has heretofore spread imported water  
23 directly in San Fernando Basin. Los Angeles, Glendale,  
24 Burbank and San Fernando each have rights to store water  
25 in San Fernando Basin by direct spreading or in lieu  
26 practices. To the extent of any future spreading or in  
27 lieu storage of import water or reclaimed water by Los  
28 Angeles, Glendale, Burbank or San Fernando, the party



1 causing said water to be so stored shall have a right to  
2 extract an equivalent amount of ground water from San  
3 Fernando Basin. The right to extract waters attributable  
4 to such storage practices is an undivided right to a  
5 quantity of water in San Fernando Basin equal to the  
6 amount of such Stored Water to the credit of any party,  
7 as reflected in Watermaster records.

8 5.2.1.3 Calculation of Import Return Water and  
9 Stored Water Credits. The extraction rights of Los  
10 Angeles, Glendale, Burbank and San Fernando in San  
11 Fernando Basin in any year, insofar as such rights are  
12 based upon import return water, shall only extend to the  
13 amount of any accumulated import return water credit of  
14 such party by reason of imported water delivered after  
15 September 30, 1977. The annual credit for such import  
16 return water shall be calculated by Watermaster based  
17 upon the amount of delivered water during the preceding  
18 water year, as follows:

19	Los Angeles:	20.8% of all delivered water (including reclaimed water) to 20 valley fill lands of San 21 Fernando Basin.
22	San Fernando:	26.3% of all imported and 23 reclaimed water delivered to 24 valley-fill lands of San 25 Fernando Basin.
26	Burbank:	20.0% of all delivered water (including reclaimed water) to 27 San Fernando Basin and its 28 tributary hill and mountain areas.

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Glendale: 20.0% of all delivered water (including reclaimed water) to San Fernando Basin and its tributary hill and mountain areas (i.e., total delivered water, [including reclaimed water], less 105% of total sales by Glendale in Verdugo Basin and its tributary hills).

In calculating Stored Water credit, by reason of direct spreading of imported or reclaimed water, Watermaster shall assume that 100% of such spread water reached the ground water in the year spread.

5.2.1.4 Cummulative Import Return Water Credits.

Any import return water which is not extracted in a given water year shall be carried over, separately accounted for, and maintained as a cummulative credit for purposes of future extractions.

5.2.1.5 Overextractions. In addition to extrac-

tions of stored water, Glendale, Burbank or San Fernando may, in any water year, extract from San Fernando Basin an amount not exceeding 10% of such party's last annual credit for import return water, subject, however, to an obligation to replace such overextraction by reduced extractions during the next succeeding water year. Any such overextraction which is not so replaced shall constitute physical solution water, which shall be deemed to have been extracted in said subsequent water year.

5.2.1.6 Private Defendant. No private defendant

is entitled to extract water from the San Fernando Basin on account of the importation of water thereto by overlying public entities.



1           5.2.2 Sylmar Basin Rights.

2                   5.2.2.1 Rights to Recapture Import Return Waters.

3           Los Angeles and San Fernando have caused imported waters  
4           to be brought into ULARA and delivered to lands overlying  
5           the Sylmar Basin with the result that percolation and re-  
6           turn flow of such delivered water has caused imported  
7           waters to become a part of the safe yield of Sylmar Basin.  
8           Los Angeles and San Fernando are entitled to recover from  
9           Sylmar Basin such imported return waters. In calculating  
10          the annual entitlement to recapture such import return  
11          water, Los Angeles and San Fernando shall be entitled to  
12          35.7% of the preceding water year's imported water de-  
13          livered by such party to lands overlying Sylmar Basin.  
14          Thus, by way of example, in 1976-77, Los Angeles was  
15          entitled to extract 2370 acre feet of ground water from  
16          Sylmar Basin, based on delivery to lands overlying said  
17          Basin of 6640 acre feet during 1975-76. The quantity of  
18          San Fernando's imported water to, and the return flow  
19          therefrom, in the Sylmar Basin in the past has been of  
20          such minimal quantities that it has not been calculated.

21                   5.2.2.2 Rights to Store and Recapture Stored  
22          Water. Los Angeles and San Fernando each have the right  
23          to store water in Sylmar Basin equivalent to their rights  
24          in San Fernando Basin under paragraph 5.2.1.2 hereof.

25                   5.2.2.3 Carry Over. Said right to recapture  
26          stored water, import return water and other safe yield  
27          waters to which a party is entitled, if not exercised in  
28          a given year, can be carried over for not to exceed five

1 years, if the underflow through Sylmar Notch does not  
2 exceed 400 acre feet per year.

3 5.2.2.4 Private Defendants. No private defendant  
4 is entitled to extract water from within the Sylmar Basin  
5 on account of the importation of water thereto by over-  
6 lying public entities.

7 5.2.3 Verdugo Basin Rights.

8 5.2.3.1 Glendale and Crescenta Valley. Glendale  
9 and Crescenta Valley own appropriative and prescriptive  
10 rights in and to the total safe yield of Verdugo Basin,  
11 without regard as to the portions thereof derived from  
12 native water and from delivered imported waters, notwith-  
13 standing that both of said parties have caused waters to  
14 be imported and delivered on lands overlying Verdugo  
15 Basin. Said aggregate rights are as declared in Para-  
16 graph 5.1.3.2 of these Conclusions.

17 5.2.3.2 Los Angeles. Los Angeles may have a  
18 right to recapture its import return waters by reason of  
19 delivered import water in the Basin, based upon imports  
20 during and after water year 1977-78, upon application of  
21 Watermaster not later than the year following such im-  
22 port and on subsequent order after hearing by the Court.

23 5.2.3.3 Private Defendants. No private defendant,  
24 as such, is entitled to extract water from within the  
25 Verdugo Basin on account of the importation of water  
26 thereto by overlying public entities.

27 5.2.4 Eagle Rock Basin Rights.

28 5.2.4.1 Los Angeles. Los Angeles has caused



1 imported water to be delivered for use on lands overlying  
2 Eagle Rock Basin and return flow from said delivered  
3 imported water constitutes the entire safe yield of Eagle  
4 Rock Basin. Los Angeles has the right to extract or  
5 cause to be extracted the entire safe yield of Eagle Rock  
6 Basin.

7 5.2.4.2 Private Defendants. No private defend-  
8 ants have a right to extract water from within Eagle Rock  
9 Basin, except pursuant to the physical solution herein.

10  
11 6. INJUNCTIONS

12 Each of the parties named or referred to in this Part 6, its  
13 officers, agents, employees and officials is, and they are, hereby  
14 ENJOINED and RESTRAINED from doing or causing to be done any of the  
15 acts herein specified:

16 6.1 Each and Every Defendant -- from diverting the surface  
17 waters of the Los Angeles River or extracting the native waters of  
18 SAN FERNANDO BASIN, or in any manner interfering with the prior and  
19 paramount pueblo right of Los Angeles in and to such waters,  
20 except pursuant to the physical solution herein decreed.

21 6.2 Each and Every Private Defendant -- from extracting  
22 ground water from the SAN FERNANDO, VERDUGO, or EAGLE ROCK BASINS,  
23 except pursuant to physical solution provisions hereof.

24 6.3 Defaulting and Disclaiming Parties (listed in Attachments  
25 "C" and "D") -- from diverting or extracting water within ULARA,  
26 except pursuant to the physical solution herein decreed.

27 6.4 Glendale -- from extracting ground water from SAN  
28 FERNANDO BASIN in any water year in quantities exceeding its

1 import return water credit and any stored water credit, except  
2 pursuant to the physical solution; and from extracting water from  
3 VERDUGO BASIN in excess of its appropriative and prescriptive right  
4 declared herein.

5 6.5 Burbank -- from extracting ground water from SAN FERNANDO  
6 BASIN in any water year in quantities exceeding its import return  
7 water credit and any stored water credit, except pursuant to the  
8 physical solution decreed herein.

9 6.6 San Fernando -- from extracting ground water from SAN  
10 FERNANDO BASIN in any water year in quantities exceeding its  
11 import return water credit and any stored water credit, except  
12 pursuant to the physical solution herein decreed.

13 6.7 Crescenta Valley -- from extracting ground water from  
14 VERDUGO BASIN in any year in excess of its appropriative and  
15 prescriptive right declared herein.

16 6.8 Los Angeles -- from extracting ground water from SAN  
17 FERNANDO BASIN in any year in excess of the native safe yield,  
18 plus any import return water credit and stored water credit of said  
19 city; provided, that where the needs of Los Angeles require the  
20 extraction of Underlying Pueblo Waters, Los Angeles may extract  
21 such water subject to an obligation to replace such excess as soon  
22 as practical; and from extracting ground water from VERDUGO BASIN  
23 in excess of any credit for import return water which Los Angeles  
24 may acquire by reason of delivery of imported water for use over-  
25 lying said basin, as hereinafter confirmed on application to  
26 Watermaster and by subsequent order of the Court.

27 6.9 Non-consumptive and Minimal Consumptive Use Parties.

28 The parties listed in Attachment "F" are enjoined from extracting



1 water from San Fernando Basin, except in accordance with practices  
2 specified in Attachment "F", or pursuant to the physical solution herein decreed.

#### 4 7. CONTINUING JURISDICTION

5 7.1 Jurisdiction Reserved. Full jurisdiction, power and  
6 authority are retained by and reserved to the Court for purposes of  
7 enabling the Court upon application of any party or of the Water-  
8 master by motion and upon at least 30 days' notice thereof, and  
9 after hearing thereon, to make such further or supplemental orders  
10 or directions as may be necessary or appropriate, for interpreta-  
11 tion, enforcement or carrying out of this Judgment, and to modify,  
12 amend or amplify any of the provisions of this Judgment or to add  
13 to the provisions thereof consistent with the rights herein decreed;  
14 provided, however, that no such modification, amendment or ampli-  
15 fication shall result in a change in the provisions of Section  
16 5.2.1.3 or 9.2.1 hereof.

#### 18 8. WATERMASTER

##### 19 8.1 Designation and Appointment.

20 8.1.1 Watermaster Qualification and Appointment. A  
21 qualified hydrologist, acceptable to all active public agency  
22 parties hereto; will be appointed by subsequent order of the  
23 Court to assist the Court in its administration and enforce-  
24 ment of the provisions of this Judgment and any subsequent  
25 orders of the Court entered pursuant to the Court's continuing  
26 jurisdiction. Such Watermaster shall serve at the pleasure of  
27 the Court, but may be removed or replaced on motion of any  
28 party after hearing and showing of good cause.

1        8.2 Powers and Duties.

2            8.2.1 Scope. Subject to the continuing supervision and  
3 control of the Court, Watermaster shall exercise the express  
4 powers, and shall perform the duties, as provided in this  
5 Judgment or hereafter ordered or authorized by the Court in  
6 the exercise of the Court's continuing jurisdiction.

7            8.2.2 Requirement for Reports, Information and Records.  
8 Watermaster may require any party to furnish such reports,  
9 information and records as may be reasonably necessary to  
10 determine compliance or lack of compliance by any party with  
11 the provisions of this Judgment.

12           8.2.3 Requirement of Measuring Devices. Watermaster  
13 shall require all parties owning or operating any facilities  
14 for extraction of ground water from ULARA to install and  
15 maintain at all times in good working order, at such party's  
16 own expense, appropriate meters or other measuring devices  
17 satisfactory to the Watermaster.

18           8.2.4 Inspection by Watermaster. Watermaster shall make  
19 inspections of (a) ground water extraction facilities and  
20 measuring devices of any party, and (b) water use practices by  
21 any party under physical solution conditions, at such times  
22 and as often as may be reasonable under the circumstances to  
23 verify reported data and practices of such party. Watermaster  
24 shall also identify and report on any new or proposed new  
25 ground water extractions by any party or non-party.

26           8.2.5 Policies and Procedures. Watermaster shall, with  
27 the advice and consent of the Administrative Committee, adopt  
28 and amend from time to time Policies and Procedures as may be



1 reasonably necessary to guide Watermaster in performance of  
2 its duties, powers and responsibilities under the provisions  
3 of this judgment.

4 8.2.6 Data Collection. Watermaster shall collect and  
5 verify data relative to conditions of ULARA and its ground  
6 water basins from the parties and one or more other govern-  
7 mental agencies. Where necessary, and upon approval of the  
8 Administrative Committee, Watermaster may develop supplemental  
9 data.

10 8.2.7 Cooperation With Other Agencies. Watermaster may  
11 act jointly or cooperate with agencies of the United States  
12 and the State of California or any political subdivisions,  
13 municipalities or districts (including any party) to secure or  
14 exchange data to the end that the purpose of this Judgment,  
15 including its physical solution, may be fully and economically  
16 carried out.

17 8.2.8 Accounting for Non-consumptive Use. Watermaster  
18 shall calculate and report annually the non-consumptive and  
19 consumptive uses of extracted ground water by each party  
20 listed in Attachment "F."

21 8.2.9 Accounting for Accumulated Import Return Water  
22 and Stored Water. Watermaster shall record and verify addi-  
23 tions, extractions and losses and maintain an annual and  
24 cumulative account of all (a) stored water and (b) import  
25 return water in San Fernando Basin. Calculation of losses  
26 attributable to Stored Water shall be approved by the Adminis-  
27 trative Committee or by subsequent order of the Court. For  
28 purposes of such accounting, extractions in any water year by

1 Glendale, Burbank or San Fernando shall be assumed to be first  
2 from accumulated import return water, second from stored  
3 water, and finally pursuant to physical solution; provided,  
4 that any such city may, by written notice of intent to Water-  
5 master, alter said priority of extractions as between import  
6 return water and stored water.

7 8.2.10 Recalculation of Safe Yield. Upon request of the  
8 Administrative Committee, or on motion of any party and sub-  
9 sequent Court order, Watermaster shall recalculate safe yield  
10 of any basin within ULARA. If there has been a material long-  
11 term change in storage over a base period (excluding any  
12 effects of stored water) in San Fernando Basin the safe yield  
13 shall be adjusted by making a corresponding change in native  
14 safe yield of the Basin.

15 8.2.11 Watermaster Report. Watermaster shall prepare  
16 annually and (after review and approval by Administrative  
17 Committee) cause to be served on all active parties, on or  
18 before May 1, a report of hydrologic conditions and Water-  
19 master activities within ULARA during the preceding water  
20 year. Watermaster's annual report shall contain such infor-  
21 mation as may be requested by the Administrative Committee,  
22 required by Watermaster Policies and Procedures or specified  
23 by subsequent order of this Court.

24 8.2.12 Active Party List. Watermaster shall maintain at  
25 all times a current list of active parties and their addresses.

26 8.3 Administrative Committee.

27 8.3.1 Committee to be Formed. An Administrative Commit-  
28 tee shall be formed to advise with, request or consent to, and



1 review actions of Watermaster. Said Administrative Committee  
2 shall be composed of one representative of each party having  
3 a right to extract ground water from ULARA, apart from the  
4 physical solution. Any such party not desiring to participate  
5 in such committee shall so advise Watermaster in writing.

6 8.3.2 Organization and Voting. The Administrative  
7 Committee shall organize and adopt appropriate rules and  
8 regulations to be included in Watermaster Policies and Pro-  
9 cedures. Action of the Administrative Committee shall be by  
10 unanimous vote of its members, or of the members affected in  
11 the case of an action which affects one or more basins but  
12 less than all of ULARA. In the event of inability of the  
13 Committee to reach a unanimous position, the matter may, at  
14 the request of Watermaster or any party, be referred to the  
15 Court for resolution by subsequent order after notice and  
16 hearing.

17 8.3.3 Function and Powers. The Administrative Committee  
18 shall be consulted by Watermaster and shall request or approve  
19 all discretionary Watermaster determinations. In the event of  
20 disagreement between Watermaster and the Administrative  
21 Committee, the matter shall be submitted to the Court for  
22 review and resolution.

23 8.4 Watermaster Budget and Assessments.

24 8.4.1 Watermaster's Proposed Budget. Watermaster  
25 shall, on or before May 1, prepare and submit to the Admin-  
26 istrative Committee a budget for the ensuing water year.  
27 The budget shall be determined for each basin separately and  
28 allocated between the separate ground water basins. The

1 total for each basin shall be allocated between the public  
2 agencies in proportion to their use of ground water from such  
3 basin during the preceding water year.

4 8.4.2 Objections and Review. Any party who objects to  
5 the proposed budget, or to such party's allocable share there-  
6 of, may apply to the Court within thirty (30) days of receipt  
7 of the proposed budget from Watermaster for review and modifi-  
8 cation. Any such objection shall be duly noticed to all in-  
9 terested parties and heard within thirty (30) days of notice.

10 8.4.3 Notice of Assessment. After thirty (30) days from  
11 delivery of Watermaster's proposed budget, or after the order  
12 of Court settling any objections thereto, Watermaster shall  
13 serve notice on all parties to be assessed of the amount of  
14 assessment and the required payment schedule.

15 8.4.4 Payment. All assessments for Watermaster expenses  
16 shall be payable on the dates designated in the notice of  
17 assessment.

18 8.5 Review of Watermaster Activities.

19 8.5.1 Review Procedures. All actions of Watermaster  
20 (other than budget and assessment matters, which are provided  
21 for in Paragraph 8.4.2) shall be subject to review by the  
22 Court on its own motion or on motion by any party, as follows:

23 8.5.1.1 Noticed Motion. Any party may, by a  
24 regularly noticed motion, apply to the Court for review  
25 of any Watermaster's action. Notice of such motion shall  
26 be served personally or mailed to Watermaster and to all  
27 active parties.

28 8.5.1.2 De Novo Nature of Proceedings. Upon the



1 filing of any such motion, the Court shall require the  
2 moving party to notify the active parties of a date for  
3 taking evidence and argument, and on the date so desig-  
4 nated shall review de novo the question at issue. Water-  
5 master's findings or decision, if any, may be received  
6 in evidence at said hearing, but shall not constitute  
7 presumptive or prima facie proof of any fact in issue.

8 8.5.1.3 Decision. The decision of the Court in  
9 such proceeding shall be an appealable supplemental order  
10 in this case. When the same is final, it shall be  
11 binding upon the Watermaster and all parties.

## 12 9. PHYSICAL SOLUTION

### 13 9.1 Circumstances Indicating Need for Physical Solution.

14 During the period between 1913 and 1955, when there existed tempor-  
15 ary surplus waters in the San Fernando Basin, overlying cities and  
16 private overlying landowners undertook to install and operate water  
17 extraction, storage and transmission facilities to utilize such  
18 temporary surplus waters. If the injunction against interference  
19 with the prior and paramount rights of Los Angeles to the waters of  
20 the San Fernando and Eagle Rock Basins were strictly enforced, the  
21 value and utility of those water systems and facilities would be  
22 lost or impaired. It is appropriate to allow continued limited  
23 extraction from the San Fernando and Eagle Rock Basins by parties  
24 other than Los Angeles, subject to assurance that Los Angeles will  
25 be compensated for any cost, expense or loss incurred as a result  
26 thereof.

### 27 9.2 Prior Stipulated Judgments. Several defendants

1 heretofore entered into separate stipulated judgments herein,  
2 during the period June, 1958 to November, 1965, each of which  
3 judgments was subject to the Court's continuing jurisdiction.  
4 Without modification of the substantive terms of said prior judg-  
5 ments, the same are categorized and merged into this judgment and  
6 superseded hereby in the exercise of the Court's continuing juris-  
7 diction, as follows:

8           9.2.1 Eagle Rock Basin Parties. Stipulating defendants  
9           Foremost and Deep Rock have extracted water from Eagle Rock  
10           Basin, whose entire safe yield consist of import return  
11           waters of Los Angeles. Said parties may continue to extract  
12           water from Eagle Rock Basin to supply their bottled drinking  
13           water requirements upon filing all required reports on said  
14           extraction with Watermaster and Los Angeles and paying Los  
15           Angeles annually an amount equal to \$21.78 per acre foot for  
16           the first 200 acre feet, and \$39.20 per acre foot for any  
17           additional water extracted in any water year.

18           9.2.2 Non-consumptive or Minimal-consumptive Operations.  
19           Certain stipulating defendants extract water from San Fernando  
20           Basin for uses which are either non-consumptive or have a  
21           minimal consumptive impact. Each of said defendants who have  
22           a minimal consumptive impact has a connection to the City of  
23           Los Angeles water system and purchases annually an amount of  
24           water at least equivalent to the consumptive loss of extracted  
25           ground water. Said defendants are:

26                           Non-Consumptive

27                           Walt Disney Productions

28                           Sears, Roebuck & Co.



1 Minimal-Consumptive

2 Conrock Co., for itself and as successor to California  
3 Materials Co.; Constance Ray White and Lee L. White;  
4 Mary L. Akmadzich and Peter J. Akmadzich  
5 Livingston Rock & Gravel, for itself and as successor  
6 to Los Angeles Land & Water Co.

7 The nature of each said defendant's water use practices is  
8 described in Attachment "F". Subject to required reports to  
9 and inspections by Watermaster, each said defendant may  
10 continue extractions for said purposes so long as in any year  
11 such party continues such non-consumptive or minimal-  
12 consumptive use practices.

13 9.2.3 Abandoned Operations. The following stipulating  
14 defendants have ceased extracting water from San Fernando  
15 Basin and no further need exists for physical solution in  
16 their behalf:

17 Knickerbocker Plastic Company, Inc.  
18 Carnation Company  
19 Hidden Hills Mutual Water Company  
20 Southern Pacific Railroad Co.  
21 Pacific Fruit Express Co.

22 9.3 Private Defendants. There are private defendants who in-  
23 stalled during the years of temporary surplus relatively substantial  
24 facilities to extract and utilize ground waters of San Fernando  
25 Basin. Said defendants may continue their extractions for consump-  
26 tive use up to the indicated annual quantities upon payment of com-  
27 pensation to the appropriate city wherein their use of water is  
28 principally located, on the basis of the following physical solution:

1           9.3.1 Private Defendants and Appropriate Cities. Said  
2 private defendants and the cities to which their said extrac-  
3 tions shall be charged and to which physical solution payment  
4 shall be made are:

		<u>Annual Quantities</u> <u>(acre feet)</u>
5		
6	Los Angeles - Toluca Lake	100
7	Sportsman's Lodge	25
8	Van de Kamp	120
9	Glendale - Forest Lawn	400
10	Southern Service Co.	75
11	Burbank - Valhalla	300
12	Lockheed	25

13 Provided that said private defendants shall not develop,  
14 install or operate new wells or other facilities which will  
15 increase existing extraction capacities.

16           9.3.2 Reports and Accounting. All extractions pursuant  
17 to this physical solution shall be subject to such reasonable  
18 reports and inspections as may be required by Watermaster.

19           9.3.3 Payment. Water extracted pursuant hereto shall  
20 be compensated for by annual payment to Los Angeles, and as  
21 agreed upon pursuant to paragraph 9.3.3.2 to Glendale and  
22 Burbank, thirty days from day of notice by Watermaster, on  
23 the following basis:

24           9.3.3.1 Los Angeles. An amount equal to what  
25 such party would have paid had water been delivered from  
26 the distribution system of Los Angeles, less the average  
27 energy cost of extraction of ground water by Los Angeles  
28 from San Fernando.

          9.3.3.2 Glendale or Burbank. An amount equal to



1 the sum of the amount payable to Los Angeles under para-  
2 graph 9.4 hereof and any additional charges or conditions  
3 agreed upon by either such city and any private defendant.

4 9.4 Glendale and Burbank. Glendale and Burbank have each  
5 installed, during said years of temporary surplus, substantial  
6 facilities to extract and utilize waters of the San Fernando Basin.  
7 In addition to the use of such facilities to recover import return  
8 water, the distribution facilities of such cities can be most  
9 efficiently utilized by relying upon the San Fernando Basin for  
10 peaking supplies in order to reduce the need for extensive new  
11 surface storage. Glendale and Burbank may extract annual quanti-  
12 ties of ground water from the San Fernando Basin, in addition to  
13 their rights to import return water or stored water, as heretofore  
14 declared, in quantities up to:

15	Glendale	5,500 acre feet
16	Burbank	4,200 acre feet;

17 provided, that said cities shall compensate Los Angeles annually  
18 for any such excess extractions over and above their declared  
19 rights at a rate per acre foot equal to the average MWD price for  
20 municipal and industrial water delivered to Los Angeles during the  
21 fiscal year, less the average energy cost of extraction of ground  
22 water by Los Angeles from San Fernando Basin during the preceding  
23 fiscal year. Provided, further, that ground water extracted by  
24 Forest Lawn and Southern Service Co. shall be included in the  
25 amount taken by Glendale, and the amount extracted by Valhalla and  
26 Lockheed shall be included in the amount taken by Burbank. All  
27 water taken by Glendale or Burbank pursuant hereto shall be charged  
28 against Los Angeles' rights in the year of such extractions.

1 In the event of emergency, and upon stipulation or motion  
2 and subsequent order of the Court, said quantities may be enlarged  
3 in any year.

4 9.5 San Fernando. San Fernando delivers imported water on  
5 lands overlying the San Fernando Basin, by reason of which said  
6 city has a right to recover import return water. San Fernando does  
7 not have water extraction facilities in the San Fernando Basin, nor  
8 would it be economically or hydrologically useful for such facil-  
9 ities to be installed. Both San Fernando and Los Angeles have  
10 decreed appropriative rights and extraction facilities in the  
11 Sylmar Basin. San Fernando may extract ground water from the  
12 Sylmar Basin in a quantity sufficient to utilize its San Fernando  
13 Basin import return water credit, and Los Angeles shall reduce its  
14 Sylmar Basin extractions by an equivalent amount and receive an  
15 offsetting entitlement for additional San Fernando Basin extractions.

16 9.6 Effective Date. This physical solution shall be effec-  
17 tive on October 1, 1978, based upon extractions during water year  
18 1978-79.

19  
20 10. MISCELLANEOUS PROVISIONS

21 10.1 Designation of Address for Notice and Service. Each  
22 party shall designate the name and address to be used for purposes  
23 of all subsequent notices and service herein by a separate desig-  
24 nation to be filed with Watermaster within thirty (30) days after  
25 Notice of Entry of Judgment has been served. Said designation may  
26 be changed from time to time by filing a written notice of such  
27 change with the Watermaster. Any party desiring to be relieved  
28 of receiving notices of Watermaster activity may file a waiver of



1 notice on a form to be provided by Watermaster. Thereafter such  
2 party shall be removed from the Active Party list. For purposes of  
3 service on any party or active party by the Watermaster, by any  
4 other party, or by the Court, of any item required to be served  
5 upon or delivered to such party or active party under or pursuant  
6 to the Judgment, such service shall be made personally or by de-  
7 posit in the United States mail, first class, postage prepaid,  
8 addressed to the designee and at the address in the latest desig-  
9 nation filed by such party or active party.

10 10.2 Notice of Change in Hydrologic Condition -- Sylmar Basin.

11 If Sylmar Basin shall hereafter be in a condition of overdraft due  
12 to increased or concurrent appropriations by Los Angeles and San  
13 Fernando, Watermaster shall so notify the Court and parties concern-  
14 ed, and notice of such overdraft and the adverse effect thereof on  
15 private overlying rights shall be given by said cities as prescribed  
16 by subsequent order of the Court, after notice and hearing.

17 10.3 Judgment Binding on Successors. This Judgment and all  
18 provisions thereof are applicable to and binding upon not only the  
19 parties to this action, but also upon their respective heirs,  
20 executors, administrators, successors, assigns, lessees and licen-  
21 sees and upon the agents, employees and attorneys in fact of all  
22 such persons.

23 10.4 Costs. Ordinary court costs shall be borne by each  
24 party, and reference costs shall be borne as heretofore allocated  
25 and paid.

26 DATED: Jan 26, 1979.

27  
28   
\_\_\_\_\_  
Judge of the Superior Court

**ORIGINAL**

**RICHARDS | WATSON | GERSHON**  
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CITY OF SAN FERNANDO  
8

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
10 **COUNTY OF LOS ANGELES-CENTRAL DISTRICT**

11 CITY OF LOS ANGELES,  
12 Plaintiff,  
13 vs.  
14 CITY OF SAN FERNANDO, ET AL.,  
15 Defendant.  
16

Case No. 650079

**~~PROPOSED~~ ORDER GRANTING  
MOTION TO APPROVE  
STIPULATION BETWEEN THE  
CITIES OF SAN FERNANDO AND  
LOS ANGELES REGARDING THE  
SAFE YIELD OF THE SYLMAR  
BASIN**

Date: November 15, 2006  
Time: 8:30 a.m.  
Dept.: 52

Hon. Susan Bryant-Deason

[Exempt from Filing Fees Pursuant to Govt. Code §6103]

17  
18  
19  
20  
21  
22 The motion of the City of San Fernando ("San Fernando") and the City of Los  
23 Angeles ("Los Angeles") to approve the stipulation dated October 10, 2006 entered  
24 between San Fernando and Los Angeles regarding the safe yield of the Sylmar Basin,  
25 came on regularly for hearing on <sup>December 13, 2006</sup> November 15, 2006 in Department 52 of the above-  
26 entitled court, the Hon. Susan Bryant-Deason presiding. The appearances of counsel are  
27 noted on the record.  
28

**FILED**

LOS ANGELES SUPERIOR COURT

DEC 14 2006

JOHN A. CLARKE, CLERK

BY M.J. FOLLINGS DEPUTY

REC'D  
OCT 11 2006  
FILING WINDOW



1           Having considered the papers submitted by the parties, and the arguments of  
2 counsel thereon, the Court hereby approves he stipulation dated October 10, 2006 entered  
3 between San Fernando and Los Angeles regarding the safe yield of the Sylmar Basin is  
4 approved.

5  
6 DATED: <sup>Dec</sup> October 13, 2006

*Judge Brent D. Deason*  
\_\_\_\_\_  
Judge of the Superior Court

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1 **PROOF OF SERVICE**

2 I, Kelley Herrington, declare:

3 I am a resident of the State of California and over the age of eighteen years, and not a  
4 party to the within action; my business address is Richards, Watson & Gershon, 355 South  
5 Grand, 40th Floor, Los Angeles, California. On October 11, 2006, I served the within  
6 documents:

7 **[PROPOSED] ORDER GRANTING MOTION TO APPROVE STIPULATION  
8 BETWEEN THE CITIES OF SAN FERNANDO AND LOS ANGELES  
9 REGARDING THE SAFE YIELD OF THE SYLMAR BASIN**

10 [ ] by causing facsimile transmission of the document(s) listed above from  
11 (213) 626-8484 to the person(s) and facsimile number(s) set forth below on this  
12 date before 5:00 P.M. This transmission was reported as complete and without  
13 error. A copy of the transmission report(s), which was properly issued by the  
14 transmitting facsimile machine, is attached. Service by facsimile has been made  
15 pursuant to a prior written agreement between the parties.

16 [ X ] by placing the document(s) listed above in a sealed envelope with postage thereon  
17 fully prepaid, in the United States mail at Los Angeles, California, addressed as  
18 set forth below. I am readily familiar with the firm's practice for collection and  
19 processing correspondence for mailing with the United States Postal Service.  
20 Under that practice, it would be deposited with the U.S. Postal Service on that  
21 same day with postage thereon fully prepaid in the ordinary course of business. I  
22 am aware that on motion of the party served, service is presumed invalid if postal  
23 cancellation date or postage meter date is more than one day after date of deposit  
24 for mailing contained in this affidavit.

25 [ ] by placing the document(s) listed above in a sealed envelope and affixing a pre-  
26 paid air bill, and causing the envelope to be delivered to a agent for delivery, or  
27 deposited in a box or other facility regularly maintained by , in an envelope or  
28 package designated by the express service carrier, with delivery fees paid or  
provided for, addressed 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.

[ ] by causing personal delivery by First Legal Support Services, 1511 West Beverly  
Boulevard, Los Angeles, California 90026 of the document(s) listed above to the  
person(s) at the address(es) set forth below.

See Attached Service List

I declare under penalty of perjury under the laws of the State of California that the above  
is true and correct.

Executed on October 11, 2006.

  
KELLEY HERRINGTON

**SERVICE LIST**

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|--|--|
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5 CITY OF LONG BEACH

CONFORMED COPY  
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Superior Court of California  
County of Los Angeles

DEC 23 2013

Sherri R. Carter, Executive Officer/Clerk  
By Marisela Fregoso, Deputy

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

10 CENTRAL AND WEST BASIN WATER  
11 REPLENISHMENT DISTRICT, etc.,

12 Plaintiff,

13 vs.

14 CHARLES E. ADAMS, et al.,

15 Defendant

16  
17 CITY OF LAKEWOOD, a municipal  
corporation,

18 Cross-Complainant

19 vs.

20 CHARLES E. ADAMS, et al.,

21 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

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

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

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

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

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

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

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

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

19 “CEQA” refers to the California Environmental Quality Act, Public Resources Code  
20 §§ 21000 *et seq.*

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

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

27 “Disadvantaged Community” means any area that is served by a Water Purveyor and that  
28 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.<sup>1</sup>

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 <sup>1</sup> 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

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

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

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

24 By April 1 of each Administrative Year, the Administrative Body shall  
 25 prepare a proposed administrative budget for the subsequent year stating the  
 26 anticipated expense for performing the administrative functions specified in this  
 27 Judgment (the "Administrative Budget"). The Administrative Body shall mail a  
 28 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



1 (ii) Exchange Pool operation

2 (iii) Status of the Regional Disadvantaged  
3 Community Incentive Program, if approved by the Court

4 (iv) Violations of this Judgment and corrective  
5 action taken or sought

6 (v) Change of ownership of Total Water Rights

7 (vi) Assessments made by the Water Rights  
8 Panel and any costs incurred

9 (vii) Whether the Water Rights Panel has become  
10 aware of the development of a Material Physical Harm, or  
11 imminent threat of the development of a Material Physical  
12 Harm, as required pursuant to Section IV(B) of this  
13 Judgment

14 (viii) Recommendations, if any.

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

20 (2) Assessment. The Water Rights Panel shall assess holders of water  
21 rights within the Central Basin an annual amount not to exceed \$1.00 per acre-  
22 foot of Allowed Pumping Allocation, by majority vote of the members of the  
23 Water Rights Panel. The body may assess a higher amount, subject to being  
24 overruled by Majority Protest. The assessment is intended to cover any costs  
25 associated with reporting responsibilities, any Judgment enforcement action, and  
26 the review of storage projects as a component of the "Storage Panel" as provided  
27 below. It is anticipated that this body will rely on the Administrative Body's staff  
28 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



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

11  
12 III. PROVISIONS FOR PHYSICAL SOLUTION TO MEET THE WATER  
13 REQUIREMENTS IN CENTRAL BASIN.

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

17 A. Carryover of Portion of Allowed Pumping Allocation.

18 (1) Amount of Carryover.

19 Each party adjudged to have a Total Water Right or water rights and who,  
20 during a particular Administrative Year, does not extract from Central Basin a  
21 total quantity equal to such party's Allowed Pumping Allocation for the particular  
22 Administrative Year, less any allocated subscriptions by such party to the  
23 Exchange Pool, or plus any allocated requests by such party for purchase of  
24 Exchange Pool water, is permitted to carry over (the "One Year Carryover") from  
25 such Administrative Year the right to extract from Central Basin in the next  
26 succeeding Administrative Year so much of said total quantity as it did not extract  
27 in the particular Administrative Year, not to exceed (i) the Applicable Percentage  
28 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

1 elevation where overpumping is under all the  
2 circumstances then undesirable.

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

9 (iv) They shall contain provisions requiring that  
10 the Water Purveyor executing the agreement pay to the  
11 Plaintiff a price in addition to the applicable replenishment  
12 assessment determined on the following formula. The  
13 normal price per acre-foot of Central Basin Municipal  
14 Water District's (CBMWD) treated domestic and municipal  
15 water, as "normal" price of such category of water is  
16 defined in Section III(C)(10) (price to be paid for Exchange  
17 Pool Water) as of the beginning of the contract term less  
18 the deductions set forth in said paragraph 10 for the  
19 Administrative Year in which the contract term  
20 commences. The agreement shall provide for adjustments  
21 in the first of said components for any proportional period  
22 of the contract term during which the CBMWD said normal  
23 price is changed, and if the agreement straddles two  
24 administrative years, the said deductions shall be adjusted  
25 for any proportionate period of the contract term in which  
26 the amount thereof or of either subcomponent changes for  
27 purposes of said paragraph 10. Any price for a partial acre-  
28 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

1 Administrative Year; and

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

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

23 (4) Subscriptions to Exchange Pool:

24 (a) Required Subscription. Each party having existing  
25 facilities for the taking of imported water as of the beginning of any  
26 Administrative Year hereby subscribed to the Exchange Pool for  
27 purposes of meeting Category (a) requests thereon, as more  
28 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

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

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

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

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

25 (e) Allocation of Subscriptions to Category (b) Requests in the  
26 Event of Shortage of Subscriptions. In the event available  
27 subscriptions are insufficient to meet Category (b) requests, available  
28 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 Exchangees 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 Exchangees 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 Exchangors  
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 Exchangors 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 Exchangers.

24 An Exchanger 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(1) 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

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

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

13 (2) Water stored pursuant to the Regional Disadvantaged  
14 Communities Incentive Program shall have a second priority right to occupy up to  
15 23,000 acre-feet within the Community Storage Pool, on such terms as shall be  
16 determined by the Court.

17 (3) Any further storage in excess of the maximum quantity of  
18 Community Storage will be on a "space-available" interim basis. From time to  
19 time, and on a "space-available" basis, the total quantity of water available for  
20 storage is permitted to exceed Adjudicated Storage Capacity for the Community  
21 Storage Pool on an interim basis. This interim storage may occur if storage  
22 capacity exists as a result of unused Adjudicated Storage Capacity within other  
23 classifications, or available space exists in the Basin Operating Reserve. Such  
24 interim storage, however, is subject to priority rights to such Dewatered Space as  
25 provided in this Judgment. A party that seeks to convert the water temporarily  
26 held in interim storage to a more firm right, may contract for the use of another  
27 party's Individual Storage Allocation, or may add such water to the Community  
28 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 (3) CBMWD has identified a source of imported water that may be  
4 brought into the Basin and stored underground.

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

1 assessment will be deemed dedicated to the Basin Operating Reserve in  
2 furtherance of the physical solution without further compensation. The Storage  
3 Panel shall grant CBMWD one or more extensions of such term, not exceeding  
4 total extensions of three (3) additional years, following public hearing, if the  
5 Storage Panel determines that the Stored Water has been actively marketed by  
6 CBMWD for transfer to Parties on reasonable terms in the previous year. The  
7 Storage Panel may impose such additional reasonable conditions as it determines  
8 to be appropriate. Any review by the Storage Panel hereunder shall only occur at  
9 a public hearing held following at least 15 days' (but not more than 30 days')  
10 mailed notice to all Parties to this Judgment, at which hearing an opportunity for  
11 public comment shall be afforded in advance of any such decision. However, the  
12 Storage Panel may consider an application on shorter notice under exigent  
13 circumstances, including the potential loss of the water proposed to be stored if  
14 action is not taken sooner. CBMWD shall have the right to appeal any action or  
15 inaction by the Storage Panel to this court. The storage and extraction of Stored  
16 Water hereunder shall otherwise be subject to all other provisions of this  
17 Judgment. The court finds and declares that this subsection constitutes a "court  
18 order issued by a court having jurisdiction over the adjudication of groundwater  
19 extraction rights within the groundwater basin where storage is sought" within the  
20 meaning of Water Code §71610(b)(2)(B). Nothing in this provision impedes  
21 CBMWD's ability to store water pursuant to a contract with an adjudicated  
22 groundwater extraction rights holder as permitted by Water Code  
23 § 71610(b)(2)(A) and otherwise in accordance with this Judgment.

24 M. Basin Operating Reserve.

25 It is in the public interest and in furtherance of the physical solution for WRD to  
26 prudently exercise its statutory discretion to purchase, spread, and inject Replenishment  
27 Water, to provide for in-lieu replenishment, and otherwise to fulfill its replenishment  
28 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.  
6

7 DATED: 12-23-13  
8

9 **ABRAHAM KHAN**

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11 Judge of the Superior Court  
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County of Los Angeles

DEC 05 2014

Sherri R. Carter, Executive Officer/Clerk  
By: Roxanne Arralga, Deputy

Attorneys for Defendant  
GOLDEN STATE WATER COMPANY

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

CALIFORNIA WATER SERVICE  
COMPANY, et al.,

Plaintiff,

vs.

CITY OF COMPTON, et al.,

Defendant.

Case No. C 506 806  
[Related to Case No. C 786656]

Assigned for All Purposes to the  
Honorable Kenneth R. Freeman (Dept. 310)

AMENDED JUDGMENT

Action Filed: 7/21/1945

BROWNSTEIN HYATT FARBER SCHRECK, LLP  
21 East Carrillo Street  
Santa Barbara, CA 93101-2706

AMENDED JUDGMENT

LEGAL02/35085799v2

1 The original judgment in this action was entered on August 18, 1961 (“Judgment”).  
2 Pursuant to the reserved and continuing jurisdiction of the Court under the Judgment, certain  
3 amendments to the Judgment and temporary orders have heretofore been made and entered.

4 Continuing jurisdiction of the Court under the Judgment is currently assigned to the  
5 Honorable Richard Freeman.

6 The motion of Defendants the City of Inglewood, the City of Long Beach, the City of Los  
7 Angeles, the City of Manhattan Beach, the City of Torrance, the California Water Service  
8 Company, and the Golden State Water Company, and Intervenors the West Basin Municipal  
9 Water District and the Water Replenishment District of Southern California, for further  
10 amendments to the Judgment, notice thereof and of the hearing thereon having been duly and  
11 regularly given to all Parties, came for hearing in Department 310 of the above-entitled Court on  
12 December 9, 2014 at 9:00 a.m., before said Honorable Freeman.

13 This “Amended Judgment” incorporates prior amendments to the Judgment made  
14 pursuant to the following Court orders: (1) Order Authorizing Temporary Mining Of Basin  
15 entered on or about June 2, 1977, (2) Order Authorizing Temporary Mining Of Basin entered on  
16 or about September 29, 1977, (3) Order approving Intervention After Judgment Of Hughes  
17 Aircraft Company As A Party Defendant And Amending Amended Judgment Herein entered on  
18 or about September 24, 1981, (4) Order Amending Judgment entered on or about March 8, 1989,  
19 (5) Order entered on or about July 6, 1993, and (6) Order Amending Judgment To Provide  
20 Exclusion Zone entered on or about December 21, 1995 (the “Prior Amendment Orders”). To the  
21 extent this Amended Judgment is a restatement of the Judgment as heretofore amended, the Prior  
22 Amendment Orders are incorporated into this Amended Judgment for convenience and not as a  
23 re-adjudication of the matters encompassed in the Prior Amendment Orders.

24 **NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED**  
25 **AS FOLLOWS:**

26  
27  
28

1 **I. EXISTENCE OF BASIN AND BOUNDARIES THEREOF**

2 There exists in the County of Los Angeles, State of California, an underground water  
3 basin or reservoir known and hereinafter referred to as “West Coast Basin,” “West Basin” or the  
4 “Basin,” and the boundaries thereof are described as follows:

5 Commencing at a point in the Baldwin Hills about 1300 feet north  
6 and about 100 feet west of the intersection of Marvale Drive and  
7 Northridge Drive; thence through a point about 200 feet  
8 northeasterly along Northridge Drive from the intersection of  
9 Marvale and Northridge Drives to the base of the escarpment of the Potrero  
10 fault; thence along the base of the escarpment of the Potrero  
11 fault in a straight line passing through a point about 200 feet south  
12 of the intersection of Century and Crenshaw Boulevards and  
13 extending about 2650 feet beyond this point to the southerly end of  
14 the Potrero escarpment; thence from the southerly end of the  
15 Potrero escarpment in a line passing about 700 feet south of the  
16 intersection of Western Avenue and Imperial Boulevard and about  
17 400 feet north of the intersection of El Segundo Boulevard and  
18 Vermont Avenue and about 1700 feet south of the intersection of El  
19 Segundo Boulevard and Figueroa Street to the northerly end of the  
20 escarpment of the Avalon-Compton fault at a point on said fault  
21 about 700 feet west of the intersection of Avalon Boulevard and  
22 Rosecrans Avenue; thence along the escarpment of the Avalon-  
23 Compton fault to a point in the Dominguez Hills located about  
24 1300 feet north and about 850 feet west of the intersection of  
25 Central Avenue and Victoria Street; thence along the crest of the  
26 Dominguez Hills in a straight line to a point on Alameda Street  
27 about 2900 feet north of Del Amo Boulevard as measured along  
28 Alameda Street; thence in a straight line extending through a point  
located on Del Amo Boulevard about 900 feet west of the Pacific  
Electric Railway to a point about 100 feet north and west of the  
intersection of Bixby Road and Del Mar Avenue; thence in a  
straight line to a point located about 750 feet west and about 730  
feet south of the intersection of Wardlow Road and Long Beach  
Boulevard at the escarpment of the Cherry Hill fault; thence along  
the escarpment of the Cherry Hill fault through the intersection of  
Orange Avenue and Willow Street to a point about 400 feet east of  
the intersection of Walnut and Creston Avenues; thence to a point  
on Pacific Coast Highway about 300 feet west of its intersection  
with Obispo Avenue; thence along Pacific Coast Highway easterly  
to a point located about 650 feet west of the intersection of the  
center line of said Pacific Coast Highway with the intersection of  
the center line of Lakewood Boulevard; thence along the  
escarpment of the Reservoir Hill fault to a point about 650 feet  
north and about 700 feet east of the intersection of Anaheim Street  
and Ximeno Avenue; thence along the trace of said Reservoir Hill  
fault to a point on the Los Angeles - Orange County line about  
1700 feet northeast of the Long Beach City limit measured along  
the County line; thence along said Los Angeles - Orange County  
line in a southwesterly direction to the shore line of the Pacific  
Ocean; thence in a northerly and westerly direction along the shore  
line of the Pacific Ocean to the intersection of said shore line with



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the southerly end of the drainage divide of the Palos Verdes Hills; thence along the drainage divide of the Palos Verdes Hills to the intersection of the northerly end of said drainage divide with the shore line of the Pacific Ocean; thence northerly along the shore line of the Pacific Ocean to the intersection of said shore line with the westerly projection of the crest of the Ballona escarpment; thence easterly along the crest of the Ballona escarpment to the mouth of Centinela Creek; thence easterly from the mouth of Centinela Creek across the Baldwin Hills in a line encompassing the entire watershed of Centinela Creek to the point of beginning.

All streets, railways and boundaries of Cities and Counties hereinabove are referred to as the same existed at 12:00 o'clock noon on August 20, 1961.

The area included within the foregoing boundaries is approximately 101,000 acres in extent.

**II. DEFINITIONS**

1. *“Administrative Body”* is defined in Section XI.2.A. The Administrative Body is one of the three bodies that comprises the Watermaster.
2. *“Administrative Year”* means the 12 (twelve) month period beginning July 1 and ending June 30.
3. *“Adjudicated Right”* means the right of a Party to produce groundwater in a quantity greater than 0 (zero) pursuant to the rights authorized under Section III of this Amended Judgment.
4. *“Adjudicated Storage Capacity”* means 70,900 acre-feet of the Available Dewatered Space, unless otherwise modified in accordance with Section V.1.A herein, which has been apportioned for use herein for Individual Storage Allocation, Community Storage Pool, and Regional Storage Allocation.
5. *“Amended Judgment”* means the Judgment, as amended to date.
6. *“Available Dewatered Space”* means up to 120,000 acre feet of dewatered space available to hold groundwater within the West Coast Basin that is allocated between Adjudicated Storage Capacity and Basin Operating Reserve.
7. *“Basin,” “West Basin,”* and *“West Coast Basin”* as these terms are interchangeably used herein, each means the ground water basin underlying the area described in Section I hereof.

1           8.       “*Basin Operating Reserve*” means a total of 49,100 acre-feet of Available  
2 Dewatered Space, unless otherwise modified in accordance with Section V.1.A herein, available  
3 for Basin operations as provided in Section V.2. The Basin Operating Reserve added to the  
4 Adjudicated Storage Capacity equals the amount of Available Dewatered Space.

5           9.       “*Carryover*” is defined in Section V.4.

6           10.      “*Carryover Conversion*” means the process of converting water properly held as  
7 Carryover into Stored Water.

8           11.      “*CEQA*” refers to the California Environmental Quality Act, Public Resources  
9 Code § 21000 *et seq.* and its implementing regulations set forth at California Code of  
10 Regulations, Title 14, Chapter 3, which regulations shall be referred to herein as the “*CEQA*  
11 *Guidelines*.”

12          12.      “*CEQA Review Document*” means the final Environmental Impact Report,  
13 Negative Declaration or Mitigated Negative Declaration, prepared by or on behalf of the lead  
14 agency under CEQA.

15          13.      “*Community Storage Pool Allocation*” is defined in Section V.6.A.

16          14.      “*Contributed Water*” means a specified amount of Stored Water that the person or  
17 entity who stores water agrees to not recapture and to allow to remain in the Basin.

18          15.      “*Developed Water*” includes Imported Water and other non-native water supplies.

19          16.      “*Existing Facilities*” means those facilities described in Exhibit C to this Amended  
20 Judgment as well as completed New Storage Facilities approved in accordance with this  
21 Amended Judgment.

22          17.      “*Extraction*,” “*extractions*,” “*extracting*,” “*extracted*,” and other variations of the  
23 same noun and verb in either initial capital or all lower case, mean pumping, taking, diverting or  
24 withdrawing groundwater by any manner or means whatsoever from the West Coast Basin.

25          18.      “*Individual Storage Allocation*” is defined in Section V.5.

26          19.      “*Imported Water*” means water brought into the West Coast Basin area from a  
27 non-tributary source by a Party, and any predecessors in interest.

28          20.      “*Majority Protest*” means a written protest filed with the Administrative Body of

1 the Watermaster by Parties holding a majority of all Adjudicated Rights.

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

11 22. “*MWD*” means the Metropolitan Water District of Southern California.

12 23. “*New Storage Facility*” means a physical facility that can be used to introduce  
13 Stored Water or water from a Water Augmentation Project into the Basin, including but not  
14 limited to aquifer storage and recovery wells, injection wells, percolation ponds and spreading  
15 basins, that are not listed on Exhibit C to this Amended Judgment. Once completed and approved  
16 in accordance with this Amended Judgment, a New Storage Facility shall be deemed an Existing  
17 Facility for purposes of this Amended Judgment.

18 24. “*Outgoing Watermaster*” means the State of California, Department of Water  
19 Resources.

20 25. “*Party*” or “*Parties*” means a Party or Parties to this action.

21 26. “*Person*” or “*persons*” include individuals, partnerships, associations, govern-  
22 mental agencies and corporations, and any and all types of entities.

23 27. “*Regional Benefit*” means a contribution to or an advantage obtained by the Basin,  
24 the public, or the environment, including but not limited to (i) Contributed Water; (ii) additional  
25 infrastructure such as production wells or transmission pipelines that can be used by other Parties  
26 or WRD to enhance reliability of water supplies; or (iii) monetary payments. If the Regional  
27 Benefit is Contributed Water, the Contributed Water must be physical, “wet” water left in the  
28 Basin, which may be used by WRD as a source of Replenishment Water and thereby reduce the

1 otherwise applicable Replenishment Assessment. The value of the Contributed Water will be  
2 determined by multiplying the amount of Contributed Water by the appropriate rate for Imported  
3 Water purchased or acquired by WRD in the Basin.

4 28. “*Regional Storage Project(s)*” are defined in Section V.7.

5 29. “*Regional Storage Allocation*” is defined in Section V.7.

6 30. “*Replenishment Assessment*” means the replenishment assessment imposed by  
7 WRD upon each acre-foot of groundwater extracted from the West Coast Basin pursuant to the  
8 WRD Act and in compliance with all other laws of the State of California and any other  
9 applicable laws. This Amended Judgment shall not determine nor affect the determination of  
10 whether a Replenishment Assessment is valid or invalid in the event that any Replenishment  
11 Assessment is challenged in a legal action.

12 31. “*Replenishment Water*” means water that, in accordance with the WRD Act, WRD  
13 affirmatively captures or procures to replenish the Basin by percolating or injecting water into the  
14 Basin or in-lieu by substituting surface water in-lieu of production and use of groundwater in  
15 accordance with the WRD Act. To the extent WRD hereafter creates new means of capturing  
16 naturally occurring water and causing such newly-captured water to replenish the West Coast  
17 Basin, such newly-captured replenishment water shall also be considered “Replenishment  
18 Water.”

19 32. “*Space-Available Storage*” is defined at Section V.10.

20 33. “*Storage Panel*” means a bicameral body that consists of the: (i) West Coast Basin  
21 Water Rights Panel, and (ii) Board of Directors of WRD. The Storage Panel is one of three  
22 bodies that comprise the Watermaster.

23 34. “*Storage Project*” means a Technically Feasible activity pertaining to the  
24 placement, recharge, injection, storage, transfer or recapture of Stored Water in the Basin.  
25 Storage Project(s) includes Regional Storage Projects.

26 35. “*Stored Water*” or “*Store Water*” means water held within any portion of the  
27 Available Dewatered Space in the West Coast Basin as a result of spreading, injection, Carryover  
28 Conversion or water from a Water Augmentation Project, where there is an intention to



1 subsequently withdraw the water for reasonable and beneficial use pursuant to the Amended  
2 Judgment.

3 36. “*Technically Feasible*” means capable of being accomplished in a successful  
4 manner within a reasonable period of time, taking into account environmental and technological  
5 factors.

6 37. “*Total Adjudicated Production Rights*” means the sum of a Party’s Adjudicated  
7 Rights and any contractual right through lease or other agreement to extract and use the  
8 Adjudicated Right of another Party.

9 38. “*Water Augmentation Project*” means pre-approved Technically Feasible physical  
10 actions and management activities that are initiated after entry of this Amended Judgment that  
11 provide demonstrated appreciable increases in long-term annual groundwater yield of the Basin.

12 39. “*Watermaster*” is comprised of the: (i) Administrative Body, (ii) Water Rights  
13 Panel, and (iii) Storage Panel. The Watermaster is not a “public agency” or a “trustee agency”  
14 within the meaning of CEQA and CEQA Guidelines 15379 and 15386.

15 40. “*Water Purveyor*” means a Party which sells water to the public, whether a  
16 regulated public utility, mutual water company, or public entity, which has a connection or  
17 connections for the taking of Imported Water through the MWD, through a MWD-member  
18 agency, or access to such Imported Water through such connection, and which normally supplies  
19 at least a part of its customers’ water needs with such Imported Water.

20 41. “*Water Rights Panel*” means one of the three bodies that comprise the  
21 Watermaster consisting of five (5) members from among representatives of the Parties holding  
22 Adjudicated Rights. Three (3) of the members shall be the elected officers of president, vice-  
23 president and treasurer of the West Basin Water Association and the remaining two (2) members  
24 shall be selected by the Board of Directors of the West Basin Water Association in accordance  
25 with Section XI.2.B of the Amended Judgment.

26 42. “*Watermaster Rules*” mean the Rules that the Watermaster shall adopt, subject to  
27 Court approval, pursuant to Section XI.1.E of the Amended Judgment.

28 43. “*WRD*” means the Water Replenishment District of Southern California, a public

1 corporation of the State of California (Division 18, commencing with Section 60000 of the Water  
2 Code).

3 44. "WRD Act" means the Water Replenishment District Act, California Water Code  
4 Sections 60000 *et seq.*

5 **III. DECLARATION OF RIGHTS - WATER RIGHTS ADJUDICATED**

6 A. Certain of the Parties and/or their successors in interest are the owners of  
7 Adjudicated Rights to extract water from the Basin, which Adjudicated Rights are of the same  
8 legal force and effect and without priority with reference to each other. The amount of such  
9 Adjudicated Rights, stated in acre-feet per year, of each of these Parties, as of the date of this  
10 Amended Judgment, is set forth in Exhibit A to this Amended Judgment and is hereby declared  
11 and established accordingly. Provided, however, that the Adjudicated Rights so declared and  
12 established shall be subject to the condition that the water produced, when used, shall be put to  
13 beneficial use through reasonable methods of use and reasonable methods of diversion; and  
14 provided further that the exercise of all of said Adjudicated Rights shall be subject to a pro rata  
15 reduction, if such reduction is required, to preserve said Basin as a common source of water  
16 supply.

17 B. Certain of the Parties have no Adjudicated Rights to extract water from the  
18 Basin. The name of each of said Parties, as of the date of this Amended Judgment, is listed in  
19 Exhibit A with a zero following its name, and the absence of such Adjudicated Rights in said  
20 Parties is hereby established and declared.

21 C. As provided in Exhibit B to this Judgment, there is hereby established a  
22 "nonconsumptive water use right" in the Basin, which is subordinate to the Adjudicated Rights  
23 set forth in Section III hereof and which right is exercisable only on specifically defined lands and  
24 cannot be separately conveyed or transferred apart therefrom.

25 D. As further provided in Exhibit B to this Judgment, any party herein may  
26 petition the Administrative Body, acting on behalf of the Watermaster, for a non-consumptive  
27 water use permit as part of a project to recover old refined oil or other pollutants that has leaked  
28 into the underground aquifers of the Basin.

1 **IV. TRANSFERABILITY OF RIGHTS**

2 All Adjudicated Rights decreed and adjudicated herein, and the right to extract Stored  
3 Water stored within the Basin pursuant to the provisions herein, may be transferred, assigned,  
4 licensed or leased by the owner thereof provided, however, that no such transfer shall be complete  
5 until compliance with the appropriate notice procedures established by the Watermaster herein.

6 **V. PHYSICAL SOLUTION – BASIN STORAGE, CARRYOVER, BASIN**  
7 **OPERATING RESERVE, AND EXCESS PRODUCTION**

8 **1. Determination of Available Dewatered Space**

9 A. There exists within the Basin Available Dewatered Space which has not  
10 been optimally utilized for Basin management and storage of native water and Developed Water.  
11 The Court finds and determines that: (i) there is up to one hundred and twenty thousand (120,000)  
12 acre-feet of Available Dewatered Space in the Basin; (ii) use of the Available Dewatered Space  
13 will increase reasonable and beneficial use of the Basin by permitting the more efficient  
14 procurement and management of Replenishment Water and allowing Parties to have Stored Water  
15 in the Basin, thereby increasing the conservation of water and reliability of the water supply  
16 available to all Parties; and (iii) compliance with the terms, conditions and procedures set forth in  
17 this Amended Judgment is meant to prevent Material Physical Harm to the Basin associated with  
18 the use of the Available Dewatered Space for Stored Water. If the Court determines, pursuant to  
19 Section XIII of this Judgment, that the amount of Available Dewatered Space is more than or less  
20 than 120,000 acre-feet, then the Court shall equitably adjust the amount of the Basin Operating  
21 Reserve and Adjudicated Storage Capacity such that no more than 40.9% of the Available  
22 Dewatered Space is allocated to the Basin Operating Reserve. No Party shall Store Water in the  
23 Basin except in the Available Dewatered Space in conformity with this Amended Judgment.

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

1 imminent threat of the development of Material Physical Harm, relating to the use of the  
2 Available Dewatered Space, the Watermaster shall (i) promptly take all reasonably necessary  
3 action to cease or avoid such harm as authorized under this Amended Judgment and the  
4 Watermaster Rules, and (ii) notice a hearing within thirty (30) days before the Court and  
5 concurrently file a report with the Court, served on all Parties, which shall explain the relevant  
6 facts then known by the Watermaster relating to the Material Physical Harm, or imminent threat  
7 thereof, including without limitation, the location of the occurrence, the source or cause, existing  
8 and potential physical impacts or consequences of the identified or threatened Material Physical  
9 Harm, all actions taken by the Watermaster to cease or avoid such harm, and any other  
10 recommendations to remediate the identified or threatened Material Physical Harm.

11 C. To fairly balance the needs of the divergent interests of Parties having  
12 Adjudicated Rights in the Basin, on the one hand, and the role of WRD on the other hand, and in  
13 consideration of the shared desire and public purpose of removing impediments to the voluntary  
14 conservation, storage, exchange and transfer of water, the Available Dewatered Space is  
15 apportioned into complementary classifications of forty-nine thousand one hundred (49,100) acre-  
16 feet of Basin Operating Reserve and seventy thousand nine hundred (70,900) acre-feet of  
17 Adjudicated Storage Capacity as set forth in this Section V. The apportionment contemplates  
18 flexible administration of storage capacity where use is apportioned among competing needs,  
19 while allowing Available Dewatered Space to be used from time to time as Space-Available  
20 Storage, subject to the priorities specified in this Amended Judgment.

21 **2. Basin Operating Reserve**

22 A. It is in the public interest for WRD to prudently exercise its discretion to  
23 purchase, spread, and inject water, to provide for in-lieu replenishment, and otherwise to fulfill its  
24 replenishment function within the Basin in accordance with the WRD Act. Accordingly, this  
25 Amended Judgment expressly recognizes that WRD may use the Basin Operating Reserve to  
26 manage available sources of water and otherwise fulfill its replenishment functions. WRD may  
27 allow naturally occurring water to occupy the Basin Operating Reserve, as needed and in its  
28 discretion, but cannot thereupon assert ownership, control or possession over naturally occurring



1 water as Replenishment Water or Stored Water. WRD’s priority right to use the Basin Operating  
2 Reserve is not intended to allow WRD to sell or lease Stored Water within that portion of the  
3 Available Dewatered Space.

4 B. WRD shall have forty-nine thousand, one hundred (49,100) acre-feet of  
5 Available Dewatered Space as the Basin Operating Reserve in accordance with the WRD Act.

6 C. WRD shall have a first priority right to use the Basin Operating Reserve in  
7 accordance with the WRD Act. WRD’s first priority right to the Basin Operating Reserve is  
8 absolute. To the extent that there is a conflict between WRD and any other Party regarding the  
9 availability of and desire to use any portion of the Basin Operating Reserve, the interests of WRD  
10 will prevail. Any dispute as to the use of any portion of the Basin Operating Reserve shall be  
11 heard directly by the Court, after notice of hearing served on all Parties.

12 D. To the extent WRD does not require the use of some or all of the Basin  
13 Operating Reserve, that portion of the Basin Operating Reserve that is not then being used shall  
14 be available for Space-Available Storage in accordance with Section V.10 of this Amended  
15 Judgment and provided that such Space-Available Storage will not impede WRD’s use of the  
16 Basin Operating Reserve. WRD’s failure to use any portion of the Basin Operating Reserve for  
17 any time will not cause forfeiture or limit WRD’s absolute right to make use of the Basin  
18 Operating Reserve in the future without compensation. Nothing herein shall permit WRD to limit  
19 or encumber its right to use the Basin Operating Reserve in accordance with the WRD Act.

20 **3. Adjudicated Storage Capacity**

21 The Adjudicated Storage Capacity is further allocated among the following classifications  
22 of Stored Water:

- 23 • Individual Storage Allocation: twenty-five thousand eight hundred (25,800) acre-feet.
- 24 • Community Storage Pool: thirty-five thousand five hundred (35,500) acre-feet.
- 25 • Regional Storage Allocation: nine thousand six hundred (9,600) acre-feet.

26 **4. Carryover**

27 A. In order to add flexibility to the operation of this Amended Judgment and  
28 to assist in a physical solution to meet the water requirements in the West Coast Basin, each of

1 the Parties who is adjudged to have an Adjudicated Right and who, by the end of an  
2 Administrative Year, does not extract from the Basin all of such Party's Total Adjudicated  
3 Production Right, is permitted to carry over from such Administrative Year the right to extract  
4 from the Basin in the immediately following Administrative Year an amount of water equivalent  
5 to the amount of its Total Adjudicated Production Right that exceeds the amount of its actual  
6 extraction during said Administrative Year of water pursuant to its Total Adjudicated Production  
7 Right (hereinafter referred to as "Carryover"). Carryover, as computed above for a Party, shall be  
8 reduced by the quantity of Stored Water then held in the Available Dewatered Space by that  
9 Party at the commencement of the immediately following Administrative Year, although such  
10 reduction shall not cause the amount of Carryover to be less than 20% of the Party's Total  
11 Adjudicated Production Right.

12 B. A Party having Carryover may, from time to time, elect to convert all or  
13 part of such Party's Carryover to Stored Water, as authorized herein, upon payment of the  
14 Replenishment Assessment to WRD. The WRD shall maintain, account and use the  
15 Replenishment Assessment paid for Carryover Conversion in accordance with the provisions of  
16 Section XI.2(A)(5) of this Amended Judgment. Such Stored Water shall be assigned to that  
17 Party's Individual Storage Allocation, if available, and otherwise to the Community Storage Pool,  
18 and thereafter to then existing excess capacity within other Individual Storage Allocation, the  
19 Regional Storage Allocation, and only then if all remaining space is fully occupied, to the Basin  
20 Operating Reserve for Space-Available Storage.

21 C. By reason of this Court's Orders dated June 2, 1977 and September 29,  
22 1977, for the water years 1976-77 and 1977-78 any Party (including any successor in interest) can  
23 Carryover until utilized any Adjudicated Right (including any authorized Carryover from prior  
24 years) unexercised during said water years. This Amended Judgment shall not abrogate the rights  
25 of any additional Carryover of unused Adjudicated Rights of the Parties as may exist pursuant to  
26 the Orders filed as of June 2, 1977 and September 29, 1977.

27 **5. Individual Storage Allocations**

28 A. Up to twenty-five thousand eight hundred (25,800) acre-feet of Available

1 Dewatered Space is apportioned among the Parties as “Individual Storage Allocation” for the  
2 purpose of providing each Party holding an Adjudicated Right under the Amended Judgment with  
3 a first priority right to use an amount of that Available Dewatered Space equal to approximately  
4 forty percent (40%) of their respective Adjudicated Right. Water may be deposited into storage  
5 and assigned to an Individual Storage Allocation either through Carryover Conversion or by other  
6 means authorized under the Amended Judgment. The Individual Storage Allocation will be held  
7 in the name of the Party holding the Adjudicated Right upon notice to the Storage Panel. To the  
8 extent a Party does not require the use of some or all of its Individual Storage Allocation, that  
9 portion of the Individual Storage Allocation that is not then being used shall be available for  
10 Space-Available Storage as provided in Section V10.A.

11 B. A Party’s first priority right to its Individual Storage Allocation is absolute.  
12 To the extent that there is a conflict between a Party holding an Adjudicated Right and any other  
13 Party or WRD regarding the availability of and desire to use any portion of their Individual  
14 Storage Allocation, the interests of the Party with the Individual Storage Allocation will prevail.  
15 Any dispute as to the use of any portion of a Party’s Individual Storage Allocation shall be heard  
16 directly by the Court, after notice of hearing served on all Parties.

17 **6. Community Storage Pool**

18 A. Up to thirty-five thousand five hundred (35,500) acre-feet of Available  
19 Dewatered Space is apportioned for the use by all Parties to the Amended Judgment with  
20 Adjudicated Rights on a shared or community basis, hereafter referred to as the “Community  
21 Storage Pool.” A Party that has fully occupied its Individual Storage Allocation may, on a first-in-  
22 time, first in right basis (subject to the limits expressed below) place water into storage in the  
23 Community Storage Pool upon notice to the Storage Panel. So long as there is available capacity  
24 in the Community Storage Pool, any Party may store water in the Community Storage Pool,  
25 through Carryover Conversion as provided herein or by any other means authorized under the  
26 Amended Judgment, provided such Party has first fully occupied that Party’s available Individual  
27 Storage Allocation.

28 B. So long as there is adequate storage capacity available within the

1 Community Storage Pool, any Party may store water through any authorized method up to the  
2 prescribed limits of available capacity within the Community Storage Pool upon notice to the  
3 Storage Panel.

4 C. After a Party effectively occupies Available Dewatered Space within the  
5 Community Storage Pool and then withdraws water from the Community Storage Pool, that Party  
6 shall be allowed a period of twenty-four (24) months to completely refill the vacated storage  
7 capacity before the capacity will be determined abandoned and available for use by other Parties.  
8 However, once the Basin's Community Storage Pool has been filled (35,500 acre-feet in storage),  
9 a Party may exercise its twenty-four (24) month refill priority only once, and thereafter only  
10 provided there is then capacity available to permit that Party to refill the vacated space. Except as  
11 to space subject to the refill right, as provided herein, all access to the Community Storage Pool  
12 shall be made available pursuant to a basis of first in time, first in right.

13 D. A Party that has maintained Stored Water in the Community Storage Pool  
14 for ten (10) consecutive years shall be subject to the following provisions whenever the  
15 Community Storage Pool is at least twenty-five percent (25%) occupied with Stored Water based  
16 on an aggregate of all Parties holding Adjudicated Rights who have Stored Water in the  
17 Community Storage Pool: (i) the Party may elect to have that Stored Water deemed transferred to  
18 Space-Available Storage in accordance with Section V.10 of this Amended Judgment, but if such  
19 an election is not made or there is no Space-Available Storage, then (ii) the Stored Water shall be  
20 deemed extracted first in advance of all other extraction rights in subsequent years  
21 (notwithstanding the order of production set forth in Section IX.2) until the Party's entire  
22 Community Storage account has been extracted. After the Stored Water is either transferred to  
23 Space Available Storage or extracted as provided herein, then said Party may thereafter make a  
24 renewed use of Community Storage on terms equal to other Parties on a first in time, first in right,  
25 and space-available basis.

26 **7. Regional Storage Allocation**

27 A. Up to nine thousand six hundred (9,600) acre feet of Available Dewatered  
28 Space in the West Coast Basin (the "Regional Storage Allocation") is designated for "Regional



1 Storage Project(s)” that: (i) do not constitute Water Augmentation Projects by enhancing the  
2 long-term reliable yield of the Basin; and (ii) require storage capacity in excess of Individual  
3 Storage Allocations and the Community Storage Pool.

4 B. Regional Storage Projects must be pre-approved by the Storage Panel of  
5 the Watermaster, as provided in Section V.12. The Storage Panel shall not approve a Regional  
6 Storage Project unless the applicant demonstrates (i) a proposed place of use and beneficial use  
7 for the water identified at the time of storage, and (ii) that the Regional Storage Project is  
8 Technically Feasible, will not cause Material Physical Harm and will confer a “Regional  
9 Benefit”.

10 C. It is anticipated that Regional Storage Projects will be the principal  
11 category of storage for potential Storage Projects sponsored by, or for the benefit of, entities that  
12 do not hold an Adjudicated Right, although any Party to the Judgment may also propose a  
13 Regional Storage Project. Any entity which is not a Party to the Judgment who receives approval  
14 of a Regional Storage Project shall intervene into the Judgment as a Party prior to commencing  
15 the Regional Storage Project. A Regional Storage Project approved by the Storage Panel that  
16 occupies space within the nine thousand six hundred (9,600) acre-feet of Available Dewatered  
17 Space shall have a priority right to occupy the Regional Storage Allocation over any other use  
18 being made on a space-available basis.

19 D. Regional Storage Projects may include in-lieu, Carryover Conversion,  
20 physical improvements, recharge of “wet water” by spreading or injection, reducing the overall  
21 cost for the WRD to perform its replenishment function, and other measures that propose to make  
22 beneficial use of the designated storage capacity.

23 E. Parties receiving a right to Store Water pursuant to an approved Regional  
24 Storage Project shall have the first priority right to Regional Storage Allocation. Stored Water  
25 held in the Regional Storage Allocation by a Party with an Adjudicated Right as Space-Available  
26 Storage is subject to the limits of an annual extraction of one hundred and twenty percent (120%)  
27 of the storing Party’s Total Adjudicated Production Right or as otherwise specified in accordance  
28 with Section IX.1 herein.

1 F. To the extent that some or all of the Regional Storage Allocation is unused,  
2 that portion of the Regional Storage Allocation that is not then being used shall be available for  
3 Space-Available Storage as provided in Section V10.A.

4 **8. Limitations on Storage**

5 A. Irrespective of the category of storage utilized, each Party with an  
6 Adjudicated Right shall not cumulatively have in storage in the Available Dewatered Space at  
7 any time Stored Water totaling more than two hundred percent (200%) of that Party's  
8 Adjudicated Right. However, a Party with an Adjudicated Right less than 100 acre feet may store  
9 water in the Available Dewatered Space up to 200 acre feet.

10 B. Notwithstanding the foregoing, a Party with an Adjudicated Right may  
11 store additional water up to 50% of its Adjudicated Right in excess of the aforementioned limit of  
12 200% of its Adjudicated Right in Space-Available Storage as provided in Section V.10 of this  
13 Amended Judgment for a cumulative total of up to 250% of the Party's Adjudicated Right. Any  
14 Party with an Adjudicated Right seeking to store water in excess of 200% of its Adjudicated  
15 Right shall apply for additional storage from the Storage Panel, which shall determine whether  
16 additional storage space is available in light of the amount of storage space being utilized by all  
17 Parties and providing adequate protection for planned or anticipated storage projects by other  
18 Parties. The Storage Panel shall establish requirements as part of the Watermaster Rules  
19 including providing notice of such applications to all Parties, a means for objection, standards for  
20 granting or denying such requests, and promulgate requirements governing the extraction of the  
21 additional storage.

22 C. A Party without an Adjudicated Right who holds rights to store water in  
23 the Regional Storage Allocation by virtue of an approved Regional Storage Project shall comply  
24 with any extraction limits established by the Storage Panel in its approval of said Regional  
25 Storage Project. Subject to the foregoing, the right to extract Stored Water in the Basin may be  
26 freely transferred to another Party to this Amended Judgment, as permitted by Section IV.

27  
28

1           **9.       Extraction of Stored Water; Exemption from Replenishment Assessment**

2           The Court finds and declares that the extraction of Stored Water as permitted hereunder  
3 does not constitute “production of groundwater” within the meaning of Water Code Section  
4 60317 and that no Replenishment Assessment shall be levied on the extraction of Stored Water.  
5 This determination reflects the practical application of certain provisions of this Amended  
6 Judgment concerning storage of water and extraction of Stored Water, including without  
7 limitation the following: (1). payment of the Replenishment Assessment is required upon  
8 Carryover Conversion, which allows WRD to replenish the Basin (as addressed under Section  
9 V.4(B); (2) Developed Water introduced into the Basin through spreading or injection for storage  
10 by or on behalf of a Party using Individual Storage Allocation or Community Storage Pool (as  
11 authorized under Sections V.5 and V.6), or pursuant to a Water Augmentation Project (as  
12 authorized under Section V.11), which needs not be replenished by WRD requiring payment of  
13 the Replenishment Assessment; and (3) with respect to Regional Storage Projects, a Regional  
14 Benefit must be established as a prerequisite of such a project, the water from which need not be  
15 replenished by WRD requiring payment of the Replenishment Assessment.

16           **10.       Space-Available Storage, Relative Priority, and Dedication of Abandoned**  
17           **Water**

18           A.       To balance the need to protect first priority uses of storage and to  
19 encourage the full utilization of the Adjudicated Storage Capacity and the Basin Operating  
20 Reserve within the Available Dewatered Space, any Party with an Adjudicated Right may make  
21 interim, temporary use of then currently unused Available Dewatered Space within (i) any  
22 category of Adjudicated Storage Capacity, and then (ii) if all Adjudicated Storage Capacity is  
23 being fully used for Stored Water, then within the Basin Operating Reserve (“Space-Available  
24 Storage”), subject to the following criteria:

25                       (1)     Any Party with an Adjudicated Right may engage in Space-  
26 Available Storage without prior approval from the Storage Panel of the Watermaster provided  
27 that the storing Party or Parties with an Adjudicated Right shall assume all risks of waste and loss  
28 regardless of the hardship.

1 (2) No Party with an Adjudicated Right may use any portion of the  
2 Basin Operating Reserve for Space-Available Storage unless that Party with an Adjudicated Right  
3 has already maximized its allowed storage pursuant to its Individual Storage Allocation and all  
4 available Community Storage and Regional Storage is already in use.

5 (3) Space-Available Storage shall first utilize unused storage space  
6 within the Individual Storage Allocation category, subject to the provisions in this Amended  
7 Judgment, and the Regional Storage Allocation before utilizing any available unused storage  
8 space within Community Storage. No utilization of Community Storage under Space-Available  
9 Storage shall be counted in making determinations under Sections V.6.C. or V.6.D.

10 (4) Whenever the Administrative Body determines that a Party with an  
11 Adjudicated Right is making use of excess Available Dewatered Space for Space-Available  
12 Storage without prior approval from the Storage Panel, the Administrative Body shall issue  
13 written notice to the Party with an Adjudicated Right informing them of the risk of loss and  
14 inform that Party what space (Individual Allocation, Regional Storage, Community Pool or Basin  
15 Operating Reserve) it is occupying on a Space-Available basis.

16 (5) Use of Space-Available Storage shall be administered in  
17 accordance with the rule of first in time, first in right. The Party with an Adjudicated Right  
18 holding the lowest priority right in Space-Available Storage shall assume responsibility for  
19 evacuating their Stored Water as may be necessary to accommodate a Party with an Adjudicated  
20 Right holding superior priority right. Any dispute concerning Space-Available Storage priorities,  
21 except as to Basin Operating Reserve or the Individual Storage Allocation, shall be submitted first  
22 to the Storage Panel for hearing and determination. The Storage Panel's determination, or lack  
23 thereof, may be appealed by motion to the Court by any Party to the dispute. Any dispute  
24 concerning the Community Storage Pool Allocation or the Regional Storage Allocation shall be  
25 submitted first to the Storage Panel for hearing and determination. The Storage Panel's  
26 determination, or lack thereof, may be appealed by motion to the Court by any Party to the  
27 dispute.

28 (6) Whenever the Available Dewatered Space is needed to accom-



1 modate the priority use within a respective category of Adjudicated Storage Capacity, or WRD  
2 seeks to make use of its priority right to the Basin Operating Reserve to fulfill its replenishment  
3 function, the Storage Panel shall issue a notice to evacuate within ninety (90) days the respective  
4 category of Adjudicated Storage Capacity or Basin Operating Reserve. Within sixty (60) days  
5 after receipt of such a notice to evacuate, the Party with an Adjudicated Right receiving the notice  
6 may provide a written election to the Storage Panel that it will store its Stored Water in any other  
7 excess Available Dewatered Space first within the Adjudicated Storage Capacity, if available, and  
8 then if all Adjudicated Storage Capacity is being fully used for Stored Water, then within the  
9 Basin Operating Reserve, if available. The Party with an Adjudicated Right's Stored Water shall  
10 be deemed spilled and dedicated to the Basin in furtherance of replenishment of the Adjudicated  
11 Rights without compensation if the Party with an Adjudicated Right does not make a timely  
12 election or if there is no excess Available Dewatered Space. No Stored Water will be deemed so  
13 dedicated unless the cumulative quantity of water held as Stored Water in the Available  
14 Dewatered Space exceeds one hundred and twenty thousand (120,000) acre-feet in the West  
15 Coast Basin. Any dispute as to Stored Water threatening to be spilled or dedicated to the Basin  
16 shall be submitted to the Court pursuant to a motion by any Party to the dispute after to the  
17 expiration of sixty (60) days of the ninety-day period in the notice to evacuate.

18 B. A Party with an Adjudicated Right that seeks to convert the Stored Water  
19 held as Space-Available Storage to a more firm right, may in their discretion, contract for the use  
20 of another Party with an Adjudicated Right's Individual Storage Allocation, or may apply for  
21 approval of its request as a Regional Storage Project, or may add such water to the Community  
22 Storage Pool once space therein becomes available.

23 **11. Water Augmentation**

24 A. Physical and management actions of the Parties in consultation with WRD  
25 shall add to the long-term reliable yield of the Basin. Innovations and improvements in  
26 management practices that increase the conservation and maximization of the reasonable and  
27 beneficial use of water should be promoted. To the extent that Parties to the Amended Judgment  
28 in consultation with WRD implement a project that provides additional long-term reliable water

1 supply to the West Coast Basin, the annual extraction rights in the West Coast Basin will be  
2 increased commensurately in an amount to be determined by the Storage Panel to reflect the  
3 actual yield enhancement associated with the project. Augmented supplies of water resulting  
4 from such a project may be extracted or stored as permitted in this Amended Judgment in the  
5 same manner as other water.

6 B. Participation in any Water Augmentation Project shall be voluntary. The  
7 terms of participation will be at the full discretion of the participating Parties. Parties who  
8 propose a Water Augmentation Project (“Project Leads”) may do so in their absolute discretion,  
9 upon such terms as they may determine and with Storage Panel approval. All other Parties will  
10 be offered a reasonable opportunity to participate in any Water Augmentation Project on  
11 condition that they share proportionately in generally common costs and benefits, and assume the  
12 obligation to bear exclusively the cost of any improvements that are required to accommodate  
13 their individual or peculiar needs.

14 C. Advance written notice shall be provided which reasonably describes the  
15 potential project and the proposed terms under which a Party may “opt-in.” Parties shall be  
16 afforded a reasonable time under the then prevailing circumstances for appropriate deliberation  
17 and action by the Parties. Disputes as to the adequacy of the notice and the time for project  
18 approval may be referred to the Storage Panel and then to the Court under its continuing  
19 jurisdiction.

20 D. Parties may elect, in their discretion, to opt into a Water Augmentation  
21 Project (“Project Participants”) so long as they agree to offer customary written and legally  
22 binding assurances that they will bear their proportionate share of all costs attributable to the  
23 Water Augmentation Project or provide other valuable consideration that is deemed sufficient by  
24 the Project Leads and Project Participants.

25 E. All Water Augmentation Projects must be pre-approved by the Storage  
26 Panel, as provided in Section V.12. The Storage Panel shall determine the amount of additional  
27 groundwater extraction authorized as a result of a Water Augmentation Project, which  
28 determination shall be based upon substantial evidence. The amount of additional groundwater

1 extraction shall not exceed the amount by which the Water Augmentation Project will increase  
2 the long-term sustainable yield of the Basin. No extraction right shall be established and no  
3 extraction shall occur until new water has been actually introduced into the Basin as a result of  
4 the Water Augmentation Project. Any approval for a Water Augmentation Project shall include  
5 provisions: (i) requiring regular monitoring to determine the actual amount of such new water  
6 made available; (ii) requiring make up water or equivalent payment therefore to the extent that  
7 actual water supply augmentation does not meet projections; and (iii) adjusting water rights  
8 attributable to the Water Augmentation Project to match the actual water created. Any approval  
9 for a Water Augmentation Project shall be based on a finding the Water Augmentation Project is  
10 Technically Feasible and will not cause Material Physical Harm.

11 F. The right to extract augmented water from the Basin pursuant to a Water  
12 Augmentation Project shall be accounted for separately and shall not be added to a Party's  
13 Adjudicated Right.

14 G. A Party that elects to participate and pays its full pro-rata share of costs  
15 associated with any Water Augmentation Project, and/or reaches an agreement with other  
16 participants based upon other valuable consideration acceptable to the Lead Parties and the  
17 remaining Project Participants, will receive a proportionate right to extract the water resulting  
18 from the Water Augmentation Project.

19 H. A Party that does not elect to participate ("Non-Participating Party") will  
20 not receive a right to extract water resulting from to the Water Augmentation Project. Non-  
21 Participating Parties will not be required to pay any costs, fees or assessments of any kind  
22 attributable to the respective Water Augmentation Project including the fees required hereunder  
23 for the Watermaster duties or directly or indirectly as the WRD Replenishment Assessment.

24 I. Because water made available for Water Augmentation will be produced  
25 annually, fluctuations in groundwater levels will be temporary, nominal, and managed within the  
26 Basin Operating Reserve.

27 J. WRD shall not obtain any extraction right or other water right under the  
28 Amended Judgment by virtue of its consultation in any Water Augmentation Project.

1           **12. Storage Procedure**

2           A.     Storage Reporting and Monitoring

3           The Administrative Body (defined below) shall: (i) prescribe forms and procedures for the  
4 orderly reporting of Stored Water and water from a Water Augmentation Project; (ii) maintain  
5 records of all water stored in the Basin; (iii) undertake the monitoring and modeling of Storage  
6 Projects, Water Augmentation Projects and New Storage Facilities required by this Judgment; and  
7 (iv) provide an accounting of Stored Water and/or water from a Water Augmentation Project  
8 within thirty (30) days of a written request by an Adjudicated Rights holder or a Party with rights  
9 to Stored Water. For purposes of Sections V.12 and V.13 of this Amended Judgment, Water  
10 Augmentation Project(s), New Storage Facilities and Storage Projects that require the approval of  
11 the Storage Panel shall collectively be referred to as “Projects.”

12           B.     Application and Notification Procedure

13           (1)     Nothing in this Amended Judgment shall alter a Party’s duty to  
14 comply with CEQA or any other applicable legal requirements as to any Project imposed by  
15 applicable law. Further, no action or approval under this Amended Judgment shall constitute a  
16 bar to a Party’s duty to comply with CEQA or any other legal requirements as to any Project  
17 imposed by applicable law. However, a Party to this Amended Judgment who is undertaking or  
18 engaging in CEQA review for a Project that requires approval by the Storage Panel shall provide  
19 to the Watermaster copies of the notices required under CEQA to be provided to the public within  
20 the time periods proscribed by CEQA.

21           (2)     For Projects that require review and approval by the Storage Panel,  
22 as provided in Section V.13, the Administrative Body shall provide appropriate applications, and  
23 shall work with Project applicant(s) to complete the application documents for presentation to the  
24 Storage Panel.

25           (3)     The Administrative Body shall conduct the groundwater modeling  
26 necessary to support a Party’s application for approval of a Project prior to the Storage Panel’s  
27 hearing on said Project. Upon receipt of a notice of a lead agency’s intention to prepare a CEQA  
28 Review Document, the Administrative Body shall conduct the modeling described in Section



1 V.12 of this Amended Judgment and submit such modeling to the lead agency for inclusion in the  
2 proposed or draft CEQA documentation and the CEQA Review Document, subject to the Party's  
3 payment of the costs of that modeling. Such modeling is not required to be conducted by the  
4 Administrative Body if the Administrative Body and the Chair of the Water Rights Panel  
5 determine in writing that (i) the likely rise in water levels from the proposed Project would be  
6 minimal, (ii) other evidence (including any modeling prepared by the Project proponent)  
7 demonstrates that the Project will not cause Material Physical Harm after consideration of the  
8 factors outlined in Section V.13.B(3), and (iii) an Environmental Impact Report is not required  
9 under CEQA. If the Administrative Body and the Chair of the Water Rights Panel make such a  
10 determination, they shall promptly inform the entire Storage Panel. Such modeling shall  
11 thereafter be conducted by the Administrative Body if either the Water Rights Panel or the Board  
12 of Directors of WRD request that such modeling be conducted.

13 (4) The Party which is the proponent of a proposed Project shall bear  
14 all costs associated with the Watermaster's preparation and review of the application for approval  
15 of the Project and all costs associated with its implementation, including reimbursement of fees  
16 and costs incurred by the Administrative Body in conducting the necessary modeling and other  
17 technical studies.

18 (5) Within 30 days of receipt of an application for a Project or any  
19 notification(s) associated with the CEQA review for such Project, the Administrative Body shall  
20 provide written notice (either by electronic mail or U.S. postal mail) and access to a copy of the  
21 Project application and/or any available CEQA documentation, including the CEQA Review  
22 Document, to all Parties to the Amended Judgment. Any Party to the Amended Judgment shall  
23 be entitled to submit its own report related to the Project, and the Administrative Body shall  
24 consider such report in its processing of the Project application.

25 (6) As part of the application process, the Administrative Body shall  
26 cause the preparation of any study or analysis necessary to determine that the Project is  
27 Technically Feasible and will not cause Material Physical Harm, including the appropriate  
28 modeling of the cumulative effect of the particular Project on water levels in the West Basin. The

1 Administrative Body may rely on CEQA documentation, including the CEQA Review Document,  
2 for a Project for the information necessary to make a determination on Technical Feasibility and  
3 Material Physical Harm and not prepare any additional analyses if the CEQA documentation  
4 contains the necessary information for consideration of the Project including the groundwater  
5 modeling required by this Amended Judgment.

6 C. Notice Process

7 Within thirty (30) days after submission of the final and complete Project application  
8 documents (including the technical reports, CEQA Review Document and modeling results), the  
9 Administrative Body shall provide notice (either by electronic mail or U.S. postal mail), and  
10 access to copies of the final and complete application documents to all Parties to the Amended  
11 Judgment.

12 13. **Review/Approval Process**

13 A. Projects Subject to Review

14 (1) Storage Projects exempt from the review and approval process  
15 provided in this Section V.13 include:

- 16 • use of Total Adjudicated Production Rights, except for extraction above one hundred and  
17 twenty percent (120%) of a Party's extraction right, as set out in Section IX.1;  
18 • replenishment of the Basin with Replenishment Water by WRD;  
19 • WRD's operations within the Basin Operating Reserve;  
20 • Carryover Conversion; and  
21 • Use of Existing Facilities to store water in the Individual Storage Allocation or the  
22 Community Storage Pool.

23 (2) All other Projects shall be subject to review and approval, as  
24 provided in this Section V.13, including, but not limited to, those projects involving:

- 25 • material variances to substantive criteria governing projects exempt from the review and  
26 approval process;  
27 • modifications to previously approved Projects and related agreements;  
28

- 1 • a Party's proposal for Carryover Conversion in quantities greater than the express
- 2 apportionment of Adjudicated Storage Capacity on a non-priority, space-available, interim
- 3 basis, and
- 4 • any other means of storage not exempt by Section V.13.A(1).

5 B. Hearing and Approval Process for Watermaster Review

6 The following procedures shall be followed by the Watermaster where Storage Panel

7 review is required or permitted under this Amended Judgment.

8 (1) No later than thirty (30) days after notice has been issued in

9 accordance with Section V.12, the matter shall be set for hearing before the Storage Panel. A

10 staff report shall be submitted by the Administrative Body in conjunction with the completed

11 application documents, which report shall include proposed conditions of approval if the

12 recommendation in the staff report is to approve the Project. The Water Rights Panel may prepare

13 a separate independent staff report, if it elects to do so. Any Party to the Amended Judgment

14 shall be entitled to submit its own report, and such report shall be considered by the Storage Panel

15 as part of its review; however, a Party shall not be entitled to raise issues to the Storage Panel that

16 it failed to raise as part of any previously completed CEQA process for the Project under

17 consideration by the Storage Panel.

18 (2) Whenever feasible, the WRD Board of Directors and the Water

19 Rights Panel shall conduct a joint hearing (i.e., the presumption shall be in favor of joint

20 hearings). If a joint hearing is not held, the Water Rights Panel hearing shall be conducted in the

21 manner prescribed for public agency hearings under the Brown Act.

22 (3) Factors to be considered in reviewing a Project include (i) facilities

23 in the vicinity of the Project; (ii) proximity to drinking water wells and depths at which such wells

24 are screened; (iii) depth at which water will be added under the Project; (iv) resulting

25 groundwater elevations from the Project based on groundwater modeling conducted by the

26 Administrative Body and, if they elect to do so, the Project proponent, (v) existing contamination,

27 if any, in the vicinity of the Project; (vi) preferential groundwater pathways; (vii) the source of the

28 water for the Project; and (v) information provided by any Party.

1 (4) The WRD Board of Directors and the Water Rights Panel shall each  
2 adopt written findings explaining their decision on the Project, although if both entities reach the  
3 same decision, they shall work together to adopt a uniform set of findings. The findings must  
4 include the evaluation of the factors identified in Section V.13.B(3) and a determination that the  
5 Project is Technically Feasible and will not cause Material Physical Harm.

6 (5) The Storage Panel shall not be required to conduct a hearing on a  
7 Project if it (i) reviews the CEQA Review Document adopted by a lead agency; (ii) the CEQA  
8 Review Document includes the groundwater modeling required under this Amended Judgment;  
9 (iii) determines that the CEQA Review Document evaluated the factors identified in Section  
10 V.13.B(3); and (iv) determines that the CEQA Review Document demonstrates that the Project is  
11 Technically Feasible and will not cause Material Physical Harm.

12 (6) Unless both the WRD Board of Directors and Water Rights Panel  
13 approve the Project, the application shall be deemed denied (a “Project Denial”), provided,  
14 however, that if either the WRD Board of Directors or the Water Rights Panel is unable to render  
15 a decision on the application due to a conflict of interest arising under Section V.13 (A)(8) of this  
16 Amended Judgment, then the application shall be deemed approved if the remaining body of the  
17 Storage Panel approves the application. If both the WRD Board of Directors and Water Rights  
18 Panel approve the Project, the Project shall be deemed approved (a “Project Approval”).

19 (7) If the Storage Panel approves the Project, it may impose reasonable  
20 conditions of approval on matters relevant to the Project, which shall include mandatory  
21 conditions of approval including annual limits on the amount of Stored Water, annual extraction  
22 limits of Stored Water, and water quality standards. The WRD Board of Directors and the Water  
23 Rights Panel shall work together to adopt a uniform set of conditions of approval promulgated  
24 after adoption of the Rules pursuant to Section X.1(E) and following the same review and  
25 comment process set forth in Section XI.1(E).

26 (8) Neither WRD nor any member of the Water Rights Panel shall  
27 render any decision on Projects subject to Watermaster review under Section V.13 of this  
28 Amendment Judgment if said entity has a conflict of interest under applicable law or the rules and



1 regulations promulgated pursuant to Section XI.1(E) with respect to said Project.

2 (9) Any factual determinations made by the Watermaster, or any  
3 constituent body thereof, pursuant to this section, shall be based on the substantial evidence test.

4 C. Trial Court Review

5 An applicant, Adjudicated Rights holder or a Party holding rights to Stored Water may  
6 seek the Storage Panel's reconsideration of a Project Denial or Project Approval. However, there  
7 shall be no process for mandatory reconsideration or mediation of a Project Approval or a Project  
8 Denial either before the Administrative Body or the Water Rights Panel. Any Party may file an  
9 appeal from a Project Approval or Project Denial with this Court, as further described in Section  
10 XI.4.D. The Trial Court shall review the decisions of the Watermaster, Storage Panel and Water  
11 Rights Panel in accordance with Section XI.4(D)

12 **14. Excess Production**

13 In order to meet possible emergencies, each of the Parties who is adjudged to have an  
14 Adjudicated Right and not possessing Stored Water, is permitted to extract from the Basin in any  
15 Administrative Year for beneficial use an amount in excess of each such Party's Total  
16 Adjudicated Production Rights not to exceed two (2) acre-feet or ten percent (10%) of such  
17 Party's Total Adjudicated Production Rights, whichever is the larger, and in addition thereto,  
18 such greater amount as may be approved by the Court. Notwithstanding Section XI.4 herein, if  
19 such greater amount is recommended by the Water Rights Panel, such order of Court may be  
20 made *ex parte*. Each such Party so extracting water in excess of its Total Adjudicated Production  
21 Rights shall be required to reduce its extractions below its Total Adjudicated Production Rights  
22 by an equivalent amount in the Administrative Year next following. Such requirement shall be  
23 subject to the proviso that in the event the Court determines that such reduction will impose upon  
24 such a Party, or others relying for water service upon such Party, an unreasonable hardship, the  
25 Court may grant an extension of time within which such Party may be required to reduce its  
26 extractions by the amount of the excess theretofore extracted by such Party.

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4 **VI. PHYSICAL SOLUTION - EXCHANGE POOL**

5 As a further part of said physical solution herein imposed:

6 **1. Mandatory Offer to Exchange Pool**

7 Not less than sixty (60) days prior to the beginning of each Administrative Year, each  
8 Party having supplemental water available to it through then existing facilities, other than water  
9 which any such Party has the right to extract hereunder, shall file with the Water Rights Panel the  
10 offer of such Party to release to the Exchange Pool the amount by which such Party's Adjudicated  
11 Right exceeds one-half of the estimated total required use of water by such Party during the  
12 ensuing Administrative Year, provided that the amount required to be so offered for release shall  
13 not exceed the amount such Party can replace with supplemental water so available to it.

14 **2. Basis of Offer to Exchange Pool; Redetermination of Offer by Water Rights**  
15 **Panel**

16 Such estimate of total required use and such mandatory offer shall be made in good faith  
17 and shall state the basis on which the offer is made, and shall be subject to review and  
18 redetermination by the Water Rights Panel, who may take into consideration the prior use by such  
19 Party for earlier Administrative Years and all other factors indicating the amount of such total  
20 required use and the availability of replacement water.

21 **3. Voluntary Offer to Exchange Pool**

22 Any Party filing an offer to release water under the mandatory provisions of this Section  
23 VI may also file a voluntary offer to release any part or all of any remaining amount of water  
24 which such Party has the right under this Amended Judgment to pump or otherwise extract from  
25 the Basin, and any Party who is not required to file an offer to release water may file a voluntary  
26 offer to release any part or all of the amount of water which such Party has the right under this  
27 Amended Judgment to pump or otherwise extract from the basin. All such voluntary offers shall  
28 be made not less than sixty (60) days prior to the beginning of each Administrative Year.

1           **4. Price of Water Offered to Exchange Pool**

2           Each offer to release water pursuant to this Section VI shall be the price per acre-foot  
3 declared and determined at the time of the filing of such offer by the releasing Party; provided  
4 that:

5                   (a) such price per acre-foot shall not exceed the price that the releasing Party  
6 would have to pay to obtain from others, in equal monthly amounts, through existing facilities, a  
7 quantity of supplemental water equal in amount to that offered to be released; *or*

8                   (b) if any such releasing Party has no existing facilities through which to  
9 obtain water from others, such price shall not exceed the sum of the price per acre-foot charged  
10 by MWD and West Coast Basin Municipal Water District to municipalities and public utilities for  
11 water received from MWD.

12           **5. Price Dispute Objection - Water Rights Panel Determination**

13                   A. In the event of a dispute as to any price at which water is offered for  
14 release, any Party affected thereby may, within thirty (30) days thereafter, by an objection in  
15 writing, refer the matter to the Water Rights Panel for determination. Within thirty (30) days after  
16 such objection is filed, the Water Rights Panel shall consider said objection and shall make its  
17 finding as to the price at which said water should be offered for release and notify all Parties.

18                   B. The costs of such determination shall be apportioned or assessed by the  
19 Water Rights Panel in its discretion between or to the Parties to such dispute, and the Water  
20 Rights Panel shall have the power to require, at any time prior to making such determination, any  
21 Party or Parties to such dispute to deposit with the Water Rights Panel funds sufficient to pay the  
22 cost of such determination.

23                   C. Any Party may appeal to the Court from a decision of the Water Rights  
24 Panel as provided in Section XI.4. Pending the Court's determination if the water so offered has  
25 been allocated, the Party making the offer shall be paid the price declared in its offer, subject to  
26 appropriate adjustment upon final determination.

27           **6. Request for Water From Exchange Pool**

28                   A. Not less than sixty (60) days prior to the beginning of each Administrative

1 Year, any Party whose estimated demand for water during the ensuing Administrative Year  
2 exceeds the sum of all of the Party's supplies available to it from the Basin under this Amended  
3 Judgment, may file with the Water Rights Panel a request for the release of water in the amount  
4 that said estimated demand exceeds said available supply. Such request shall be made in good  
5 faith and shall state the basis upon which the request is made, and shall be subject to review and  
6 redetermination by the Water Rights Panel.

7 B. Within thirty (30) days thereafter, the Water Rights Panel shall advise, in  
8 writing, those Parties requesting water of the estimated price thereof. Any Party desiring to  
9 amend its request by reducing the amount requested may do so after the service of such notice.

10 C. Prior to the first day of each Administrative Year, the Water Rights Panel  
11 shall determine if sufficient water has been offered to satisfy all requests. If it determines that  
12 sufficient water has not been offered, it shall reduce such requests pro rata in the proportion that  
13 each request bears to the total of all requests.

14 D. Not later than the first day of each Administrative Year, the Water Rights  
15 Panel shall advise all Parties offering to release water of the quantities to be released by each and  
16 accepted in the Exchange Pool and the price at which such water is offered. Simultaneously, it  
17 shall advise all Parties requesting water of the quantities of released water allocated from the  
18 Exchange Pool and to be taken by each requesting Party and the price to be paid therefore.

19 **7. Allocation of Exchange Pool Water by Water Rights Panel**

20 A. In allocating water which has been offered for release to the Exchange Pool  
21 under Section VI.1, the Water Rights Panel shall first allocate that water required to be offered for  
22 release and which is offered at the lowest price, and progressively thereafter at the next lowest  
23 price or prices. If the aggregate quantity of water required to be released is less than the  
24 aggregate quantity of all requests for the release of water made pursuant to Section VI.6, the  
25 Water Rights Panel shall then allocate water voluntarily offered for release and which is offered  
26 at the lowest price and progressively thereafter at the next lowest price or prices, provided that the  
27 total allocation of water shall not exceed the aggregate of all such requests. Any water offered for  
28 release under Section VI and not accepted in the Exchange Pool, and not allocated therefrom,



1 shall be deemed not to have been offered for release and may be extracted from the Basin by the  
2 Party offering the same as if such offer had not been made.

3 B. Each Party requesting the release of water for its use and to whom released  
4 water is allocated from the Exchange Pool may thereafter, subject to all of the provisions of this  
5 Amended Judgment, extract such allocated amount of water from the Basin, in addition to the  
6 amount such Party is otherwise entitled to extract hereunder during the Administrative Year for  
7 which the allocation is made.

8 **8. Exchange Pool Water Pumped Before Pumper's Own Right**

9 From and after the first day of each Administrative Year, all water extracted from the  
10 Basin by any Party requesting the release of water and to whom such water is allocated shall be  
11 deemed to have been water so released until the full amount released for use by it shall have been  
12 taken, and no such Party shall be deemed to have extracted from the Basin any water under its  
13 own right so to do until said amount of released water shall have been extracted. Water extracted  
14 from the Basin by Parties pursuant to their request for the release of water shall be deemed to  
15 have been taken by the offerors of such water under their own rights to extract water from the  
16 Basin.

17 **9. Price and Payment for Water Released for Exchange Pool**

18 A. All Parties allocated water under Section VI.6 shall pay a uniform price per  
19 acre-foot for such water, which price shall be the weighted average of the prices at which all the  
20 water allocated was offered for release.

21 B. Each Party shall pay to the Water Rights Panel, in five equal monthly  
22 installments during the applicable Administrative Year, an amount equal to the quantity of water  
23 allocated to it multiplied by said uniform price. The Water Rights Panel shall bill each such Party  
24 monthly for each such installment, the first such billing to be made on or before the first day of  
25 the second month of the Administrative Year involved, and payment therefore shall be made to  
26 the Water Rights Panel within thirty (30) days after the service of each such statement. If such  
27 payment be not made within said thirty (30) days such payment shall be delinquent and a penalty  
28 shall be assessed thereon at the rate of one percent (1%) per month until paid. Such delinquent

1 payment, including penalty, may be enforced against any Party delinquent in payment by  
2 execution or by suit commenced by the Water Rights Panel or by any Party hereto for the benefit  
3 of the Water Rights Panel.

4 C. Promptly upon receipt of such payment, the Water Rights Panel shall make  
5 payment for the water released and allocated, first, to the Party or Parties which offered such  
6 water at the lowest price, and then through successive higher offered prices up to the total  
7 allocated.

8 **VII. ADDITIONAL PUMPING ALLOWED UNDER AGREEMENT WITH WRD**  
9 **DURING PERIODS OF EMERGENCY**

10 A. WRD overlies the West Coast Basin and engages in activities of  
11 replenishing the groundwaters thereof with Replenishment Water. During an actual or threatened  
12 temporary shortage of the Imported Water supply to West Coast Basin, WRD may, by resolution,  
13 determine to subsequently replenish the Basin for any water produced in excess of a Party's  
14 Adjudicated Rights hereunder, within a reasonable period of time, pursuant to Over-Production  
15 Agreements with such Parties. Such Over-Production Agreements shall not exceed in the  
16 aggregate ten thousand (10,000) acre-fee (the "Initial Cumulative Over-Production Cap"). WRD  
17 may determine that a quantity of water is available for such agreements that exceed the Initial  
18 Cumulative Over-Production Cap (the "Supplemental Over-Production Water") based on a  
19 determination made after a public hearing and taking into account the water levels in the Basin  
20 and the availability of water to replenish the Basin other than Imported Water. Over-Production  
21 Agreements for Supplemental Over-Production Water shall be made available on an equal basis  
22 to all Parties with an Adjudicated Right who (i) possess no Carryover or Stored Water, (ii) have  
23 purchased Imported Water in the immediately preceding Administrative Year or will receive less  
24 water from a Water Purveyor due to the declared drought curtailing that Water Purveyor's  
25 available supplies, (iii) have exercised or contractually agreed to not exercise its rights under  
26 Section V.14 of this Amended Judgment, and (iv) provide important goods and services to the  
27 general public, provided, however, that WRD shall give priority to Parties meeting those criteria  
28 who have not entered into an Over-Production Agreement for an portion of the Initial Cumulative

1 Over-Production Cap. Over-Production Agreements for Supplemental Over-Production Water  
2 shall be on the same terms as required under Sections VII.D and E.

3 B. Notwithstanding any other provision of this Amended Judgment, any Party  
4 with Adjudicated Rights who is (i) Water Purveyors, (ii) possess no Carryover or Stored Water,  
5 and (iii) have exercised or contractually agreed to not exercise its rights under Section V.14 of  
6 this Amended Judgment, is authorized to enter into agreements with WRD under which such  
7 Water Purveyors may exceed their Adjudicated Rights for a particular Administrative Year (an  
8 “Over-Production Agreement”) when the following conditions are met:

9 (1) WRD is in receipt of a resolution of the Board of Directors of  
10 MWD stating there is an actual or immediately threatened temporary shortage of MWD’s  
11 Imported Water supply compared to MWD’s needs, or a temporary inability to deliver MWD’s  
12 Imported Water supply throughout its service area, which will be alleviated in part by over-  
13 pumping from West Coast Basin.

14 (2) The Board of Directors of both WRD and the Water Rights Panel,  
15 by resolutions, concur in the resolution of MWD’s Board of Directors and each determine that the  
16 temporary overproduction in West Coast Basin will not adversely affect the integrity of the Basin  
17 or the sea water barrier maintained along the coast of the West Coast Basin. In said resolution,  
18 WRD’s Board of Directors shall set a public hearing, and notice the time, place and date thereof  
19 (which may be continued from time to time without further notice) and which said notice shall be  
20 given by First Class Mail to all Parties. Said notice shall be mailed at least ten (10) days before  
21 said scheduled hearing date. At said public hearing, Parties shall be given full opportunity to be  
22 heard, and at the conclusion thereof the Board of Directors of WRD by resolution (a “Drought  
23 Resolution”) decides to proceed with agreements under this Section VII.

24 C. If WRD has not entered into Over-Production Agreements with Water  
25 Purveyors for the entirety of the Initial Cumulative Over-Production Cap within thirty (30) days  
26 after the Drought Resolution, then WRD may enter into Over-Production Agreements with other  
27 Parties to this Judgment, although the amount of said Agreements shall not cause an exceedance  
28 of the Initial Cumulative Over-Production Cap. In considering such Agreements with other

1 Parties, WRD shall accord priority to Parties who provide important goods and services to the  
2 general public.

3 D. All Over-Production Agreements with WRD shall be subject to the  
4 following requirements, and such reasonable others as WRD's Board of Directors shall require:

5 (1) The Over-Production Agreements shall be of uniform content  
6 except as to the quantity involved, and any special provisions considered necessary or desirable  
7 with respect to local hydrological conditions or good hydrologic practice.

8 (2) The Over-Production Agreements shall be offered to Water  
9 Purveyors and Parties, excepting those which WRD's Board of Directors determine should not  
10 over-pump because such over-pumping would occur in undesirable proximity to a sea water  
11 barrier project designed to forestall sea water intrusion, or within, or in undesirable proximity to,  
12 an area within West Coast Basin wherein groundwater levels are at an elevation where over-  
13 pumping is, under all the circumstances, undesirable.

14 (3) The maximum term of any such Over-Production Agreement shall  
15 be four (4) months. All such Over-Production Agreements shall commence and end on the same  
16 day (and which may be executed at any time within said four month period), unless an extension  
17 thereof is authorized by the Court under this Amended Judgment.

18 (4) The Over-Production Agreements shall contain provisions that the  
19 Water Purveyor or Party executing the agreement pay to WRD a price, in addition to the  
20 applicable Replenishment Assessment, determined on the following formula: The price per acre-  
21 foot of West Basin Municipal Water District's treated domestic and municipal water for the  
22 Administrative Year in which the agreement is to run, less the total of: (a) an amount per acre-  
23 foot as an allowance on account of incremental cost of pumping, as determined by WRD's Board  
24 of Directors; and (b) the rate of the replenishment assessment of WRD for the same  
25 Administrative Year. If the term of the Over-Production Agreement is for a period which will be  
26 partially in one Administrative Year and partially in another, and a change in either or both the  
27 price per acre-foot of West Basin Municipal Water District's treated domestic and municipal  
28 water and rate of the replenishment assessment of WRD is scheduled, the price formula shall be



1 determined by averaging the scheduled changes with the price and rate then in effect, based on  
2 the number of months each will be in effect during the term of the Over-Production Agreement.  
3 Any price for a partial acre-foot shall be computed pro rata. Payments shall be due and payable  
4 on the principle that over-extractions under the Over-Production Agreement are the last water  
5 pumped in the Administrative Year, and shall be payable as the Over-Production Agreement shall  
6 provide.

7 (5) The Over-Production Agreements shall contain provisions that: (a)  
8 All of such agreements (but not less than all) shall be subject to termination by WRD if, in the  
9 judgment of WRD's Board of Directors, the conditions or threatened conditions upon which they  
10 were based have abated to the extent over-extractions are no longer considered necessary; and (b)  
11 that any individual agreement or agreements may be terminated if the WRD's Board of Directors  
12 finds that Material Physical Harm has developed as a result of over-extractions by any Water  
13 Purveyor or Party which have executed said Over-Production Agreements, or for any other reason  
14 that WRD's Board of Directors find good and sufficient.

15 E. Other matters applicable to such Over-Production Agreements and over-  
16 pumping thereunder are as follows, and to the extent they would affect obligations of the WRD  
17 they shall be anticipated in said Over-Production Agreements:

18 (1) The quantity of over-pumping permitted shall be additional to that  
19 which the Water Purveyor or Party could otherwise over-pump under this Amended Judgment.

20 (2) The total quantity of permitted over-pumping under all said  
21 agreements during said four months shall not exceed ten thousand (10,000) acre-feet, but the  
22 individual Water Purveyor or Party shall not be responsible or affected by any violation of this  
23 requirement. That total is additional to over-extractions otherwise permitted under this Amended  
24 Judgment.

25 (3) Only one four-month period may be utilized by WRD in entering  
26 into such Over-Production Agreements, as to any one emergency or continuation thereof declared  
27 by MWD's Board of Directors under Section VII.B(2) hereof.

28 (4) If any Party claims that it is being damaged or threatened with

1 damage by the over-extractions by any Party to such an Over-Production Agreement, the Water  
2 Rights Panel or any Party hereto may seek appropriate action of the Court for termination of any  
3 such Over-Production Agreement upon notice of hearing served on all Parties. Any such  
4 termination shall not affect the obligation of the Party having entered into an Over-Production  
5 Agreement pursuant to this Section to make payments under the Over-Production Agreement for  
6 over-extractions which previously occurred thereunder.

7 (5) WRD shall maintain separate accounting and a separate fund of the  
8 proceeds from payments made pursuant to agreements entered into under this Section. Said fund  
9 shall be utilized solely for purposes of replenishment and the replacement of waters in West Coast  
10 Basin. WRD shall, as soon as practicable, cause replenishment in West Coast Basin by the  
11 amounts to be over-extracted pursuant to this Section, whether through spreading, injection, or in-  
12 lieu agreements.

13 (6) Over-extractions made pursuant to the said Over-Production  
14 Agreements shall not be subject to the “make up” provisions provided in Section V.14, provided,  
15 that if any Party fails to make payments as required by the Over-Production Agreement, Water  
16 Rights Panel may require such “make up” under Section V.14.

17 (7) The Water Purveyor or Party under any such Over-Production  
18 Agreement may, and is encouraged to, enter into appropriate arrangements with customers who  
19 have Adjudicated Rights in West Coast Basin under or pursuant to this Amended Judgment,  
20 whereby the Water Purveyor or Party will be assisted in meeting the objectives of the agreement.

21 (8) Nothing in this Section VII limits the exercise of the reserved and  
22 continuing jurisdiction of the court as provided in Sections XII and XIII hereof.

23 **VIII. INJUNCTION**

24 Upon entry of this Amended Judgment, each of the Parties hereto, their successors and  
25 assigns, and each of their agents, employees, attorneys, and any and all persons acting by,  
26 through, or under them or any of them, are and each of them is hereby perpetually enjoined and  
27 restrained from pumping or otherwise extracting from the Basin any water in excess of said  
28 Party’s Adjudicated Rights, except as otherwise provided in this Amended Judgment. Consistent

1 with the Order Amending Judgment to Provide Exclusion Zone, dated December 21, 1995, no  
2 person shall construct, operate or maintain a well for the production of groundwater within 2,000  
3 feet of any seawater barrier injection well operated in connection with the West Coast Basin  
4 Seawater Barrier Project.

5 **IX. LIMITATIONS UPON EXTRACTION; ORDER OF PRODUCTION**

6 **1. Limits on Extractions**

7 The total extraction right for an Administrative Year includes a Party's Total Adjudicated  
8 Production Right (to the extent not transferred by agreement or otherwise), and any right to  
9 extract Stored Water or Carryover as provided in this Amended Judgment. Any Party who has  
10 Carryover and/or Stored Water in the aggregate amount equal to or exceeding twenty percent  
11 (20%) of the Party's Total Adjudicated Production Right shall be allowed to extract, in any one  
12 Administrative Year, up to one-hundred and twenty percent (120%) of the Party's Total  
13 Adjudicated Production Right, except upon prior approval by the Storage Panel, as provided  
14 herein. Upon application, the Storage Panel shall approve a Party's request to extract water in  
15 excess of one hundred and twenty percent (120%) of such limitation consistent with Section  
16 V.13.B. Requests to extract water in excess of one hundred and twenty percent (120%) of a  
17 Party's Total Adjudicated Production Right shall be reviewed and either approved or denied by  
18 the Storage Panel in accordance with the procedure set forth in Section V.13 of this Amended  
19 Judgment.

20 **2. Prioritization of Production**

21 Except as provided in Section V.6.D, unless a Party elects otherwise, production of water  
22 from the Basin for the use or benefit of the Parties hereto shall be credited to each such Party in  
23 the following order: (i) Exchange Pool production; (ii) production of Carryover Water (but  
24 excluding the Carryover Water described in Section V.4.C, (iii) production of water pursuant to a  
25 lease or other agreement of an Adjudicated Right; (iv) production of water pursuant to that  
26 Party's Adjudicated Right; (v) production of Stored Water; (vi) the production of the Carryover  
27 Water described in Section V.4.C; and (vi) emergency production pursuant to an Over-Production  
28 Agreement with WRD pursuant to Section VII.

1 **X. LOSS OF DECREED RIGHTS**

2 A. It is in the best interests of the Parties herein and the reasonable beneficial  
3 use of the Basin and its water supply that no Party be encouraged to take and use more water than  
4 is actually required. Failure to produce all of the water to which a Party is entitled hereunder shall  
5 not, in and of itself, be deemed or constitute an abandonment of such Party's right in whole or in  
6 part.

7 B. No taking of water under Sections III, V, VI and VII hereof, by any Party  
8 to this action shall constitute a taking adverse to any other Party; nor shall any Party to this action  
9 have the right to plead the statute of limitations or an estoppel against any other Party by reason  
10 of its said extracting of water from the Basin pursuant to a request for the release of water; nor  
11 shall such release of water to the Exchange Pool by any Party constitute a forfeiture or  
12 abandonment by such Party of any part of its Adjudicated Right to water; nor shall such release in  
13 anywise constitute a waiver of such right although such water, when released under the terms of  
14 this Amended Judgment may be devoted to a public use; nor shall such release of water by any  
15 such Party in anywise obligate any Party so releasing to continue to release or furnish water to  
16 any other Party or its successor in interest, or to the public generally, or to any Party thereof,  
17 otherwise than as provided herein.

18 **XI. WATERMASTER**

19 **I. Appointment**

20 A. The constituent bodies specified below are, jointly, hereby appointed  
21 Watermaster to administer this Amended Judgment, for an indefinite term, but subject to removal  
22 by the Court. Collectively such bodies, which together shall constitute the "Watermaster," shall  
23 have restricted powers, duties and responsibilities as specified herein, it being the Court's  
24 intention that particular constituent bodies of the Watermaster have only limited and specified  
25 powers over certain aspects of the administration of this Amended Judgment.

26 B. The Outgoing Watermaster has agreed to exercise reasonable diligence in  
27 the complete transition of Watermaster duties and responsibilities within a reasonable time  
28 following entry of this order, and to make available to the new Watermaster all records



1 concerning Watermaster activities.

2 C. Watermaster, and each of its constituent bodies, as designated below, exist  
3 as a special master pursuant to this Amended Judgment and serve at the pleasure of the Court.  
4 Nothing herein shall be construed as creating an independent designation of “Watermaster” as a  
5 public agency subject to the provisions of CEQA.

6 D. Chair of the Water Rights Panel (defined below) shall represent the  
7 Watermaster before the Court subject to the provisions of Sections XI.2(B)(1) of this Amended  
8 Judgment.

9 E. The Administrative Body and the Water Rights Panel, acting jointly as the  
10 Watermaster, shall adopt Watermaster Rules that are reasonably necessary to carry out this  
11 Amended Judgment and are consistent with this Amended Judgment. Said Rules shall also  
12 include provisions for the appropriate application of existing laws to actions by the Watermaster  
13 concerning conflicts of interests; limiting gifts and monies to individuals holding a position on or  
14 in any constituent body of Watermaster; hiring outside contractors and consultants; and use of  
15 fees and assessments paid to the Watermaster authorized under this Amended Judgment. Within  
16 ninety (90) days after entry of this Amended Judgment, the Watermaster shall issue draft  
17 Watermaster Rules. The Watermaster Rules and any subsequent amendments shall be subject to  
18 a 30 day review and comment period by the Adjudicated Rights holders. The Watermaster is  
19 required to respond to all comments received during the 30 day review and comment period  
20 within a reasonable amount of time. Thereafter, the Watermaster is required to hold a hearing on  
21 the final Watermaster Rules or any amendments before submittal to the Court for review. The  
22 Watermaster Rules, and any subsequent amendments thereto, shall be presented to the Court for  
23 review and approval upon a noticed motion in the manner set forth in Section XI.4.D herein.

24 **2. Watermaster Constituents**

25 A. Administrative Body

26 WRD is appointed the Administrative Body of the West Coast Basin Watermaster  
27 (“Administrative Body”). In order to assist the Court in the administration and enforcement of  
28 the provisions of this Amended Judgment and to keep the Court fully advised, the Administrative

1 Body shall have the following duties, powers and responsibilities in addition to those before or  
2 hereafter provided in this Judgment.

3 (1) *Require Reports, Information and Records*

4 In consultation with the Water Rights Panel, the Administrative Body shall require the  
5 Parties to furnish such reports, information and records as may be reasonably necessary to  
6 determine compliance or lack of compliance by any Party with the provisions of this Amended  
7 Judgment. The Administrative Body shall collect and assemble the records and other data  
8 required of the Parties hereto, and evaluate such records and other data as part of its duties herein.  
9 The Water Rights Panel shall make its records available to the Administrative Body for record-  
10 keeping. The Administrative Body shall maintain copies of all records prepared or received by  
11 each body of the Watermaster consistent with the Watermaster Rules. Subject to compliance with  
12 all applicable laws protecting the disclosure of a party's confidential or proprietary information,  
13 the Administrative Body shall allow any Party or its representative to inspect and copy the  
14 Watermaster's records and other data during normal business hours and in accordance with the  
15 rules and regulations promulgated by the Watermaster hereafter.

16 (2) *Notices by Watermaster*

17 The Administrative Body shall provide notice to all Parties of all material actions or  
18 determinations by the Watermaster or any constituent body thereof, which shall be defined or  
19 delineated in the Watermaster Rules, and as otherwise provided by this Amended Judgment. The  
20 Administrative Body shall set a regular meeting day per month where it can hold a meeting and is  
21 required to post the agenda and give notice per the Watermaster Rules. The Watermaster Rules  
22 shall identify the days of the month on which the Storage Panel shall hold noticed meetings when  
23 a meeting is necessary. If notice is required to be given per email, then the timing for the notice is  
24 5 business days. If the notice is required to be given per U.S. mail, then the timing for the notice  
25 is 10 business days. No action or determination of the Watermaster or the constituent bodies  
26 thereof shall be valid unless the notice requirements are satisfied.

27  
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1 (3) *Annual Groundwater Monitoring*

2 The Administrative Body shall undertake at least one annual groundwater modeling event  
3 to evaluate the current condition of the Basin and determine that cumulatively, all Existing  
4 Facilities and New Storage Facilities do not pose actual or an imminent threat of Material  
5 Physical Harm. Said groundwater modeling shall incorporate the results of modeling conducted  
6 by the Administrative Body in accordance with Section V.12 of this Amended Judgment for the  
7 Storage Panel's review. The Administrative Body shall provide the Parties notice of and access  
8 to the results of the annual groundwater modeling, which notice may be by delivery of the  
9 Watermaster's annual report.

10 (4) *Annual Report*

11 On or before October 15 of every year, the Administrative Body shall prepare and deliver  
12 an annual report for the consideration of the Water Rights Panel. On or before December 15 of  
13 every year, the Watermaster shall report to the Court on the Basin and, for that purpose, may  
14 adopt the report of the Administrative Body, or separately may make its own report. Each annual  
15 report to the Court shall include, but not be limited to, the following:

- 16 • All water extractions in the Basin, including that by producers who have no Adjudicated  
17 Right;
- 18 • Storage accounts maintained by each Party, including Carryover Conversion;
- 19 • Proposed and ongoing Water Augmentation Projects;
- 20 • Proposed and ongoing Storage Projects;
- 21 • Proposed and constructed New Storage Facilities;
- 22 • The results of groundwater modeling conducted by the Administrative Body consistent with  
23 Section V.12 of this Amended Judgment during the preceding year, which modeling shall  
24 including modeling necessary to assess the cumulative effect on water levels in the Basin;
- 25 • Exchange Pool operation;
- 26 • Use of Developed Water, including Imported Water;
- 27 • Violations of the Amended Judgment and corrective action taken by the bodies of the  
28 Watermaster having jurisdiction as provided in this Amended Judgment;

- 1 • Change of ownership of Adjudicated Rights;
- 2 • Watermaster administration costs;
- 3 • Water spread or injected into the Basin, including water injected for seawater intrusion
- 4 barriers;
- 5 • Development of Material Physical Harm, or imminent threat of the development of Material
- 6 Physical Harm; and
- 7 • Recommendations, if any.

8 (5) *Carryover Conversion Payment*

9 All payments of the Replenishment Assessment received by WRD  
10 from a Party converting Carryover to Stored Water shall be maintained and accounted for by  
11 WRD separate from any other funds held by WRD, either in its capacity as the Administrative  
12 Body or in its statutory capacity under the WRD Act. WRD shall use said Replenishment  
13 Assessments solely for the purpose of securing Replenishment Water for causing replenishment  
14 of the West Basin. WRD shall provide an accounting of the monies received, how spent, and, if  
15 not spent within an Administrative Year, the total amount maintained by WRD and the reason for  
16 not utilizing the funds for that Administrative Year.

17 (6) *Annual Budget and Appeal Procedure in Relation Thereto*

18 (a) At all times, the Administrative Body shall maintain a  
19 separation in accounting between the expense for performing the administrative functions  
20 specified in this Amended Judgment (the "Administrative Budget") and WRD's Replenishment  
21 Assessment and operating budget. By April 1 of each Administrative Year, the Administrative  
22 Body shall prepare a tentative Administrative Budget for the subsequent year. The Administrative  
23 Body shall mail a copy of said tentative Administrative Budget to each of the Parties at least sixty  
24 (60) days before the beginning of each Administrative Year. For the first Administrative Year of  
25 operation under this Amended Judgment, if the Administrative Body is unable to meet the above  
26 time requirement, the Administrative Body shall mail said copies as soon as possible. The  
27 Administrative Budget mailed to the Parties shall provide sufficient detail in the Administrative  
28 Budget to demonstrate a separation in accounting between the Administrative Budget and WRD's



1 Replenishment Assessment and operating budget.

2 (b) The first year that the Administrative Budget is prepared by

3 the Administrative Body pursuant to this Amended Judgment, the amount of that budget shall not

4 exceed an amount equal to fifty percent (50%) of the 2013-2014 charge for Watermaster service

5 for the West Coast Basin collected from Parties by the Outgoing Watermaster (the “Base Budget

6 Amount”). All increases in future budgets for the Administrative Body above the amount set forth

7 above shall be subject to approval by the Water Rights Panel following a public meeting to be

8 held prior to the beginning of the Administrative Year, provided that the approved budget shall

9 not be less than the amount of the first-year budget for the Administrative Body, except upon

10 further order of the Court. Any administrative function by WRD already paid for by the

11 Replenishment Assessment shall not be added as an expense in the Administrative Budget. Any

12 expense or cost attributable to performing the duties of the Administrative Body imposed by this

13 Amended Judgment shall not be added to WRD’s operating budget, or otherwise added to the

14 calculation of the Replenishment Assessment. WRD, operating under the WRD Act,

15 acknowledges that it has been preparing and maintaining financial statements and budgets in

16 accordance with generally accepted accounting principles for state and local governments

17 (GAAP) and conducting audits in accordance with generally accepted government auditing

18 standards (GAGAS). In order to fulfill those budget and accounting provisions of the Amended

19 Judgment relating to WRD acting in its statutory capacity, WRD agrees, acting under the WRD

20 Act, to (i) continue its practice of preparing and maintaining financial statements and budgets in

21 accordance with GAAP and conducting audits in accordance with GAGAS and (ii) certify, each

22 year after an audit is completed within three (3) months after end of the Administrative Year, that

23 no expense in WRD’s operating budget or its Replenishment Assessment was charged or assessed

24 contrary to the express provisions of Sections XI.2A5, 6 and 7 of the Amended Judgment. While

25 WRD may approve the proposed Administrative Budget at the same meeting in which WRD

26 adopts its annual Replenishment Assessment or annual budget, the Administrative Body’s budget

27 shall be separate and distinct from the Replenishment Assessment imposed pursuant to Water

28 Code § 60317 and WRD’s operating budget. If approval by the Water Rights Panel is required

1 pursuant to the 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 approve the budget  
3 prior to such deadline, the matter may be appealed to the Court within sixty (60) days.

4 (c) If any Party has any objection to the Administrative Budget,  
5 it shall present the same in writing to the Watermaster within fifteen (15) days after the date of  
6 mailing of said tentative budget by the Administrative Body. The Parties shall make the  
7 payments otherwise required of them to the Administrative Body even though an appeal of such  
8 budget may be pending. Upon any revision by the Court, the Administrative Body shall either  
9 remit to the Parties their pro rata portions of any reduction in the budget, or shall credit their  
10 accounts with respect to their budget assessments for the next ensuing Administrative Year, as the  
11 Court shall direct.

12 (d) The Administrative Body shall prepare and maintain  
13 financial statements and budgets in accordance with generally accepted accounting principles  
14 (GAAP) for state and local governments in order to meet this requirement. Audits will be  
15 conducted in accordance with generally accepted government auditing standards (GAGAS). The  
16 Administrative Body shall, each year after an audit is completed, certify within three (3) months  
17 after end of the Administrative Year that no expense was part of the budget or paid for by the  
18 budget contrary to the Amended Judgment.

19 (7) *Administrative Budget as Parties' Costs*

20 (a) The amount of the Administrative Budget to be assessed to  
21 each Party shall be determined as follows: If that portion of the final Administrative Budget to be  
22 assessed to the Parties holding an Adjudicated Right is equal to or less than twenty dollars  
23 (\$20.00) per said Party then the cost shall be equally apportioned among said Parties. If that  
24 portion of the final Administrative Budget to be assessed to said Parties is greater than twenty  
25 dollars (\$20.00) per said Party then each Party holding an Adjudicated Right shall be assessed a  
26 minimum of twenty dollars (\$20.00), the amount of revenue expected to be received through the  
27 foregoing minimum assessments shall be deducted from that portion of the final Administrative  
28 Budget to be assessed to the Parties holding an Adjudicated Rights and the balance shall be

1 assessed to the Parties having Adjudicated Rights, such balance being divided among them  
2 proportionately in accordance with their respective Adjudicated Rights. As a condition of  
3 approving a Regional Storage Project or a Water Augmentation Project, the Storage Panel shall  
4 require any Party participating in such a Project who does not hold an Adjudicated Right to pay a  
5 portion of the Administrative Body's budget consistent with the amount of water that can be  
6 stored by the Regional Storage Project relative to the total amount of Adjudicated Rights.

7 (b) Payment of the assessment provided for herein, subject to  
8 adjustment by the Court as provided, shall be made by each such Party prior to beginning of the  
9 Administrative Year to which the assessment relates, or within forty (40) days after the mailing of  
10 the tentative Administrative Budget, whichever is later. If such payment by any Party is not made  
11 on or before said date, the Administrative Body shall add a penalty of five percent (5%) thereof to  
12 such Party's statement. Payment required of any Party hereunder may be enforced by execution  
13 issued out of the Court, or as may be provided by order hereinafter made by the Court, or by other  
14 proceedings by the Watermaster or by any Party hereto on the Watermaster's behalf.

15 (c) All such payments and penalties received by the  
16 Administrative Body shall be expended by it for the administration of this Amended Judgment.  
17 Any money remaining at the end of any Administrative Year shall be available for such use in the  
18 following Administrative Year. The Administrative Body shall maintain no reserves.

19 (8) *Concerns About Material Physical Harm*

20 Any Party shall raise concerns regarding actual or an imminent threat of Material Physical  
21 Harm to the Administrative Body or the Storage Panel prior to filing a motion with the Court  
22 unless the Party reasonably believes that irreparable harm to the Basin or itself is imminent if the  
23 Court does not order provisional relief. If reasonable concerns are raised to the Administrative  
24 Body, it shall promptly consider any such concerns including undertaking any investigation,  
25 modeling or other technical analysis necessary to address the concern. The Administrative Body  
26 shall provide written notice of its determination, and copy of its report, to all Parties by either  
27 electronic mail or U.S. postal mail. If a Party disagrees with the Administrative Body's  
28 conclusion, the Party may request a hearing before the Storage Panel. Any hearing before the

1 Storage Panel shall proceed as outlined in Section V.13.B. Any decision of the Storage Panel  
2 shall be reviewable by the Court in accordance with Section XI.4.

3 (9) *Other Administrative Body Duties*

4 The Administrative Body shall perform such other duties as directed by the Court and the  
5 Watermaster Rules.

6 B. The Water Rights Panel

7 The Water Rights Panel shall consist of five (5) members from among representatives of  
8 the Parties holding Adjudicated Rights under this Amended Judgment. Three (3) of the members  
9 shall be the elected officers of president, vice-president and treasurer of the West Basin Water  
10 Association and the remaining two (2) members shall be selected by the Board of Directors of the  
11 West Basin Water Association. At least one (1) member of the Water Rights Panel shall be a  
12 non-Water Purveyor Adjudicated Rights holder possessing at least 1% of the Adjudicated Rights  
13 in the Basin. Members of the Water Rights Panel shall serve without compensation. The Water  
14 Rights Panel shall take action by majority of its members. The Water Rights Panel shall have the  
15 following duties and responsibilities:

16 (1) *Judicial Action Concerning Adjudicated Rights and Stored Water*

17 As among the other bodies of the Watermaster, the Water Rights Panel shall (i) have  
18 exclusive authority to move the Court to take such action as may be necessary to enforce the  
19 terms of the Amended Judgment, including but not limited to matters involving the extraction  
20 and maintenance of Adjudicated Rights, provided, however, that in matters involving Stored  
21 Water, the Water Rights Panel and the WRD Board of Directors must concur in the decision to  
22 take judicial action, in which case the Chair of the Water Rights Panel shall represent the Storage  
23 Panel in such action. If the WRD Board of Directors does not concur in taking judicial action, any  
24 Party may file a motion with the Court concerning the matter in their status as Parties to the  
25 Judgment if permitted by Section XIII of this Amended Judgment. No Party to the Amended  
26 Judgment waives any rights to seek relief or review of the decisions of the Watermaster or any  
27 body thereof. The Water Rights Panel's retention of legal counsel shall comply with the  
28 Watermaster Rules.



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(2) *Requirement of Measuring Devices*

The Water Rights Panel shall require all parties owning or operating any facilities for the extraction of groundwater from West Basin to install and maintain at all times in good working order at such party's own expense, appropriate measuring devices at such times and as often as may be reasonable under the circumstances and to calibrate or test such devices.

(3) *Inspections by Watermaster*

Subject to compliance with all applicable laws protecting the disclosure of a party's confidential or proprietary information, the Water Rights Panel may make inspections of groundwater production facilities, including aquifer storage and recovery facilities, and measuring devices at such times and as often as may be reasonable under the circumstances and to calibrate or test such devices.

(4) *Reports*

The Water Rights Panel shall be responsible for reporting to the Court concerning Adjudicated Rights in the Basin, including any and all of the following:

- Groundwater extractions;
- Exchange Pool operation;
- Violations of this Amended Judgment and corrective action taken or sought;
- Change of ownership of an Adjudicated Right;
- Assessments made by the Water Rights Panel and any costs incurred;
- Development of Material Physical Harm, or imminent threat of the development of Material Physical Harm; and
- Recommendations, if any.

(5) *Assessment*

The Water Rights Panel shall assess holders of Adjudicated Rights within the West Coast Basin an annual amount not to exceed one dollar (\$1.00) per acre-foot of Adjudicated Rights, by majority vote of the members of the Water Rights Panel. The Water Rights Panel may assess a higher amount, subject to being overruled by Majority Protest. If an assessment is assessed in excess of one dollar (\$1.00) per acre-foot, the assessment shall only be applied for that

1 Administrative Year. The assessment is intended to cover any costs associated with any  
2 Amended Judgment enforcement action, the reporting to the Court pursuant to Section XI.2.B(1),  
3 and the review of Storage Projects as a component of the Storage Panel, as provided herein. It is  
4 anticipated that this body will rely on the Administrative Body's staff for most functions, but the  
5 Water Rights Panel may engage its own staff if required in its reasonable judgment and in  
6 accordance with the Watermaster Rules. The Water Rights Panel shall prepare and maintain  
7 financial statements and budgets in accordance with generally accepted accounting principles  
8 (GAAP) for state and local governments in order to meet this requirement. Every other year, the  
9 Water Rights Panel shall cause a Review of its Financial Statements by a certified public  
10 accountant. The Water Rights Panel shall, each year after a review is completed, certify within  
11 three (3) months after end of the Administrative Year that no expense was part of the budget or  
12 paid for by the budget contrary to the Amended Judgment. As a condition of approving a  
13 Regional Storage Project or a Water Augmentation Project, the Storage Panel will require any  
14 Party participating in such a Project who does not hold an Adjudicated Right to pay a reasonable  
15 portion of the Water Rights Panel's budget consistent with the amount of water that can be stored  
16 by the Regional Storage Project relative to the total amount of Adjudicated Rights.

17 (6) *Notices*

18 The Water Rights Panel shall, to the extent practical, hold regular meetings on a quarterly  
19 basis or more often as needed. Notices of meetings of the Water Rights Panel shall be provided  
20 as required under Section XI.2.A(2).

21 C. The Storage Panel

22 The Storage Panel of the Watermaster shall be a bicameral body consisting of (i) the West  
23 Coast Basin Water Rights Panel and (ii) the Board of Directors of WRD. Action by the Storage  
24 Panel shall require separate action by each of its constituent bodies provided, however, that action  
25 can be taken by each constituent body at a joint hearing. The Storage Panel shall have the duties  
26 and responsibilities specified with regard to the provisions for the storage and extraction of Stored  
27 Water as set forth in Section V and elsewhere within this Amended Judgment.

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1                   D.     Capacity As Court-Appointed Watermaster

2                   In performing any duty not required by any other law or regulation, specifically set forth  
3 within this Amended Judgment and in conformance with all requirements for said duty therein for  
4 the Administrative Body, the Water Rights Panel or the Storage Panel then those bodies shall be  
5 deemed to act solely as the Court’s appointed Watermaster and not in any other capacity.

6                   **3.     Limitations on Powers and Duties of the Watermaster and its Constituent**  
7                   **Bodies**

8                   A.     Use of Facilities and Data Collected by Other Governmental Agencies

9                   Where practicable, the three bodies constituting the Watermaster should not duplicate the  
10 collection of data relative to conditions of the West Coast Basin which is then being collected by  
11 one or more governmental agencies, but where necessary each constituent body of the  
12 Watermaster may collect supplemental data. Where it appears more economical to do so, the  
13 Watermaster and its constituent bodies are directed to use such facilities of other governmental  
14 agencies as are available to it at either no cost or cost agreements with respect to the data  
15 collection, receipt of reports, billings to Parties, mailings to Parties, and similar matters.

16                   B.     Limitations on WRD’s Leasing Authority

17                   WRD shall not engage in a lease of Adjudicated Rights, Stored Water or any other water  
18 within the Basin to or from any Party or third party, provided, however, that the foregoing  
19 prohibition shall (i) not apply during any emergency declared pursuant to Section VII of this  
20 Judgment, (ii) not be interpreted to restrict WRD’s ability or authority to lease in water from any  
21 source or entity for purposes of replenishment of the Basin or for water quality activities, and (iii)  
22 not apply to any reclaimed, recycled or remediated water that may be developed by WRD  
23 pursuant to its replenishment authority under WRD’s enabling act (California Water Code  
24 Section 60000 *et seq.*).

25                   C.     Wasted and Nonchargeable Production Authorized By Watermaster

26                   (1)     In the event there is a rapid increase in the salinity of water  
27 produced from a well within the Basin and the Party producing the water has reason to believe  
28 that such increased salinity is the result of or potentially relates to sea water intrusion into the

1 Basin, a Party may petition the Administrative Body, acting on behalf of the Watermaster, for its  
2 consent to make various changes in the operation of said well and waste the production therefrom  
3 during such changed conditions, in an effort to identify the reason for the rapid increase in salinity  
4 of the water produced from such well and to attempt to discover a method of operation for said  
5 well which will decrease the salinity of the water produced therefrom to such an extent that the  
6 well may be used in the future as part of the potable water supply of said Party.

7 (2) Upon receipt of such petition, the Administrative Body shall  
8 consult with the Los Angeles County Flood Control District and may consult with others, as  
9 needed, to determine whether such increased salinity in the water produced from said well  
10 potentially relates to sea water intrusion into the Basin. After such consultation, should the  
11 Administrative Body determine that the higher saline water produced from said well potentially  
12 relates to sea water intrusion, the Administrative Body may issue a written approval that  
13 authorizes the production and waste of water from said well in a manner which seeks to analyze  
14 and find a method of well operation for correction of the increased salinity of the water produced  
15 therefrom (a "Salinity Pumping Approval"). Such authorized water production and the waste  
16 thereof shall not be charged to the production right of such producing Party and shall be exempt  
17 from WRD's Replenishment Assessment.

18 (3) Regardless of the number of applications therefor, the  
19 Administrative Body may authorize a maximum aggregate of 100 acre feet per fiscal year of  
20 pumping and water wasting activities authorized under Salinity Pumping Approvals.

21 (4) If, during such authorized water production and waste thereof, such  
22 produced water becomes potable or is used by such producer, the Administrative Body shall  
23 immediately issue an order terminating the Salinity Pumping Approval.

24 (5) The results of all such Salinity Pumping Approvals shall be made  
25 available to any party herein upon request therefor to the Watermaster.

26 D. Material Physical Harm

27 The Storage Panel shall consider any reasonable concern that a Storage Project, Water  
28 Augmentation Project or New Storage Facility either individually or cumulatively is causing or is



1 reasonably likely to cause an imminent threat of Material Physical Harm made pursuant to a  
2 report or request for hearing received pursuant to Section XI.2.A(8) of this Amended Judgment.  
3 The Storage Panel shall act on that matter in accordance with Section V,13(B) of this Amended  
4 Judgment. Any Party objecting to the Storage Panel’s decision may file a motion with the Court  
5 pursuant to Section XI.4.D of this Amended Judgment.

6 **4. Appeal from Watermaster Decisions Other Than With Respect to Budget**

7 A. The provisions of this Section shall not apply to budgetary matters, as to  
8 which the appellate procedure is provided in Section XI.2.A(6).

9 B. Any Party who objects to any rule, determination, order or finding made by  
10 the Watermaster, or any constituent body of the Watermaster, may, but is not required to, object  
11 in writing delivered to the Administrative Body within thirty (30) days after the date the  
12 constituent body of Watermaster mails written notice of the making of such rule, determination,  
13 order or finding.

14 C. Within thirty (30) days after such delivery, the Watermaster, or the affected  
15 constituent body thereof, shall consider said objection and shall amend or affirm the ruling,  
16 determination, order or finding and shall give notice thereof to all Parties.

17 D. Within sixty (60) days from the date of said notice of a final ruling,  
18 determination, order or finding of a constituent body of the Watermaster, any objecting Party may  
19 file with the Court its objection to such final rule, determination, order or finding, and may bring  
20 the same on for hearing before the Court at such time as the Court may direct, after first having  
21 served said objection upon all other Parties. The Court may affirm, modify, amend or overrule  
22 any such rule, determination, order or finding. Any factual determinations made by the  
23 Watermaster or any constituent body thereof, shall be reviewed by the Court based on substantial  
24 evidence in light of the whole record, and any questions of law shall be reviewed de novo.

25 E. Any objection under this paragraph shall not stay the rule, determination,  
26 order or finding of a constituent body of the Watermaster. However, the Court, by ex parte order,  
27 may provide for a stay thereof on application of any interested Party on or after the date that any  
28 such Party delivers to the pertinent constituent body of the Watermaster any written objection.

1 **XII. RESERVED AND CONTINUING JURISDICTION OF COURT**

2 The Court hereby reserves continuing jurisdiction and, upon application of any Party  
3 hereto having an Adjudicated Right or upon its own motion, may review: (1) its determination of  
4 the safe yield of the Basin, or (2) the Adjudicated Rights, in the aggregate, of all of the Parties as  
5 affected by the abandonment or forfeiture of any such rights, in whole or in part, and by the  
6 abandonment or forfeiture of any such rights by any other person or entity, and, in the event  
7 material change be found, to adjudge that the Adjudicated Right of each Party shall be ratably  
8 changed; provided, however, that notice of such review shall be served on all Parties hereto  
9 having Adjudicated Rights or any other right under this Amended Judgment to extract  
10 groundwater at least thirty (30) days prior thereto. Except as provided herein, and except as  
11 rights decreed herein may be abandoned or forfeited in whole or in part, each and every right  
12 decreed herein shall be fixed as of the date of the entry hereof.

13 **XIII. JUDGMENT MODIFICATIONS AND FURTHER ORDERS OF COURT**

14 A. The Court further reserves jurisdiction so that at any time, upon its own motion or  
15 upon application of any Party hereto having an Adjudicated Right, and upon at least thirty (30)  
16 days' notice to all such Parties, to make such modifications of or such additions to, the provisions  
17 of this Amended Judgment, or make such further order or orders as may be necessary or desirable  
18 for the adequate enforcement, protection or preservation of the Basin and of the rights of the  
19 Parties as herein determined.

20 B. This Amended Judgment does not determine nor affect the determination of  
21 whether WRD's adoption of a Replenishment Assessment complied with applicable laws in the  
22 event that any Replenishment Assessment is challenged in a legal action.

23 **XIV. RESERVATION OF RIGHTS**

24 All Parties retain all rights not specifically determined herein, including any right, by  
25 common law or otherwise, to seek compensation for damages arising out of any act or omission  
26 of any person. WRD retains any rights, powers or privileges that it may now have or may  
27 hereafter have by reason of provision of law, including but not limited to the WRD Act, provided  
28 that WRD shall perform any express duty or obligation specifically imposed on it, either in its

1 capacity as the Administrative Body or its statutory capacity, by this Amended Judgment.  
2 Further, this Amended Judgment shall not excuse any Party from complying with any applicable  
3 law, regulation or order.

4 **XV. DESIGNEES OF PARTIES FOR FUTURE NOTICE AND SERVICE**

5 A. Service of this Amended Judgment on those Parties who have executed and  
6 filed with the Court "Agreement and Stipulation for Judgment" or otherwise have named a  
7 designee, filed the same herein and have therein designated a person thereafter to receive notices,  
8 requests, demands, objections, reports, and all other papers and processes in this cause, shall be  
9 made by first class mail, postage prepaid, addressed to such designees (or their successors) and at  
10 the address designated for that purpose.

11 B. Each Party who has not heretofore made such a designation shall, within  
12 thirty (30) days after the Amended Judgment herein shall have been served upon that Party or its  
13 designee, file with the Court, with proof of service of a copy thereof upon the Watermaster, a  
14 written designation of the person to whom and the address at which all future notices,  
15 determinations, requests, demands, objections, reports and other papers and processes to be  
16 served upon that Party or delivered to that Party, are to be so served or delivered.

17 C. A later substitute or successor designation filed and served in the same  
18 manner by any Party shall be effective from the date of such filing as to the then future notices,  
19 determinations, requests, demands, objections, reports and other papers and processes to be  
20 served upon or delivered to that Party.

21 D. Delivery to or service upon any Party by the Watermaster, by any other  
22 Party, or by the Court, of any item required to be served upon or delivered to a Party under or  
23 pursuant to this Amended Judgment, may be by deposit in the mail, first class, postage prepaid,  
24 addressed to the latest designee and at the address in said latest designation filed by that Party.

25 E. Parties hereto who have not entered their appearance or whose default has  
26 been entered and who are adjudged herein to have an Adjudicated Right, and who have not  
27 named a designee for service herein, shall be served with all said future notices, papers and  
28 process herein, and service herein shall be accomplished, by publication of a copy of such said

1 notice, paper or process addressed to, "Parties to the West Coast Basin Adjudication"; said  
2 publication shall be made once each week for two successive weeks in a newspaper of general  
3 circulation, printed and published in the County of Los Angeles, State of California, and  
4 circulated within the West Coast Basin Area; the last publication of which shall be at least two  
5 weeks and not more than five weeks immediately preceding the event for which said notice is  
6 given or immediately preceding the effective date of any order, paper or process; in the event an  
7 effective date other than the date of its execution is fixed by the Court in respect of any order,  
8 paper or process, said last publication shall be made not more than five weeks following an event,  
9 the entry of an order by the Court, or date of any paper or process with respect to which such  
10 notice is given.

11 **XVI. INTERVENTION OF SUCCESSORS IN INTEREST AND NEW PARTIES**

12 Any person who is not a Party herein or successor to such Party and who proposes to  
13 produce or store and produce water from the Basin may seek to intervene in this Amended  
14 Judgment in accordance with applicable law, including, but not limited to, the California Code of  
15 Civil Procedure, or through a Stipulation for Intervention entered into with the Water Rights  
16 Panel. The Water Rights Panel may execute said Stipulation on behalf of the other Parties herein,  
17 but such Stipulation shall not preclude a Party from opposing such intervention at the time of the  
18 court hearing thereon. Said Stipulation for Intervention must thereupon be filed with the Court,  
19 which will consider an order confirming said intervention following thirty (30) days' notice  
20 thereof to the Parties, served as herein provided. Thereafter, if approved by the Court, such  
21 Intervenors shall be a Party herein, bound by this Amended Judgment and entitled to the rights  
22 and privileges accorded under the physical solution imposed herein.

23 **XVII. JUDGMENT BINDING ON SUCCESSORS**

24 Subject to the specific provisions hereinbefore contained, this Amended Judgment and all  
25 provisions thereof are applicable to, binding upon and inure to the benefit of not only the Parties,  
26 but as well to their respective heirs, executors, administrators, successors, assigns, lessees,  
27 licensees and to the agents, employees and attorneys-in-fact of any such persons.

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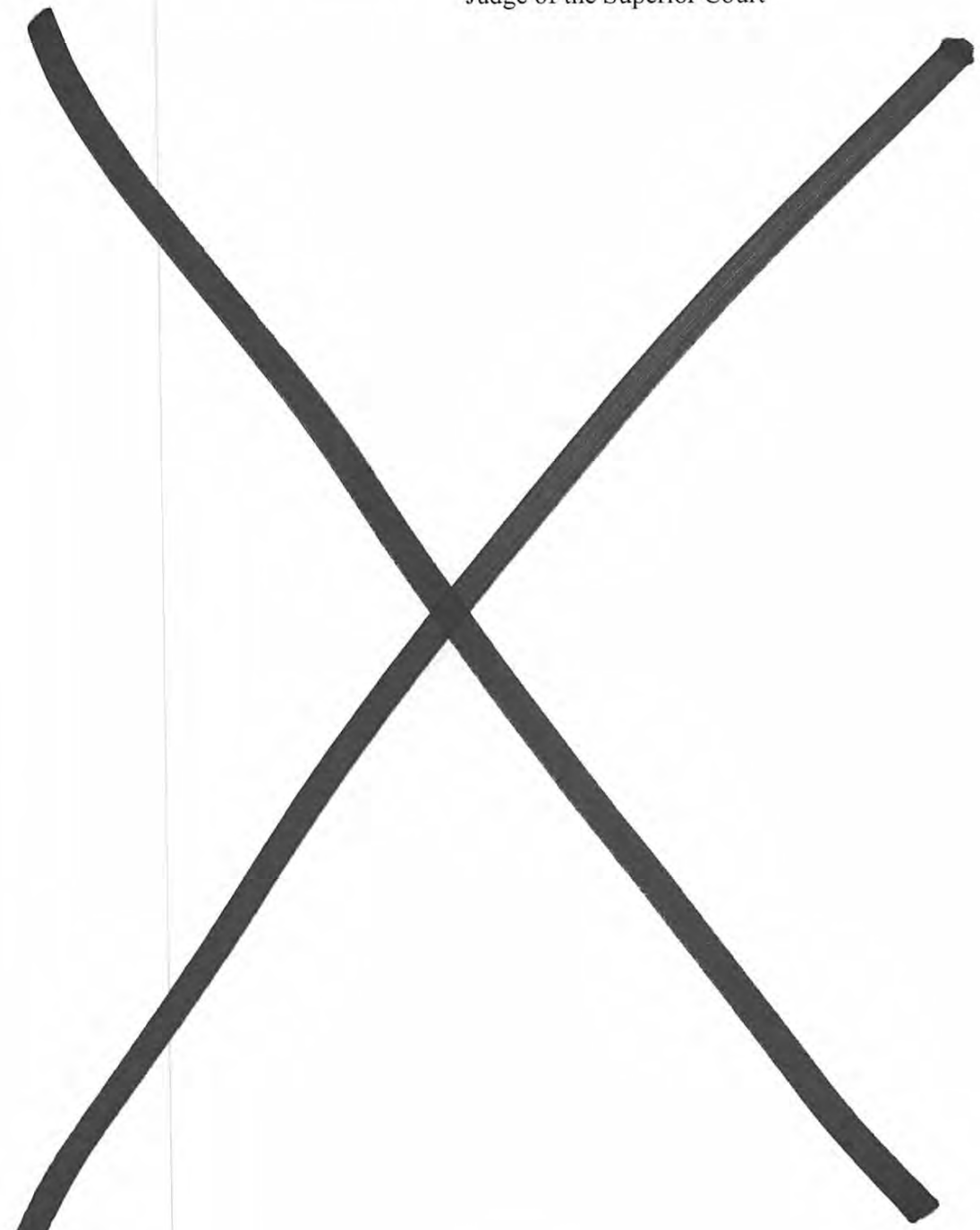
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THE CLERK WILL ENTER THIS AMENDED JUDGMENT FORTHWITH.

DATED: DEC 05 2014

KENNETH R. FREEMAN

Judge of the Superior Court



BROWNSTEIN HYATT FARBES SCHRECK, LLP  
21 East Carrillo Street  
Santa Barbara, CA 93101-2706

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