Notice and Agenda

Special Meeting of the Beaumont Basin Watermaster

Wednesday, March 5, 2025 at 11:00 a.m.

Meeting Location:
Beaumont-Cherry Valley Water District
560 Magnolia Avenue • Beaumont, California 92223

This meeting is hereby noticed pursuant to California Government Code Section 54950 et. seq.

Members of the Watermaster Committee:

City of Banning
City of Beaumont
Beaumont-Cherry Valley Water District
South Mesa Water Company
Yucaipa Valley Water District

Remote attendance options are provided primarily as a matter of convenience to the public. Unless a Watermaster Committee member is attending remotely pursuant to provisions of GC 54953 et. seq., the public, in-person meeting will not stop or be otherwise suspended should a technological interruption occur with respect to the Zoom teleconference or call-in line listed on the agenda. Members of the public are encouraged to attend BBWM meetings in person at the above address, or remotely using the options listed.

Online Meeting Participation Link:
https://us02web.zoom.us/j/81638720446?pwd=UnNZcC9TbGZzTGFuMHdhVkRMblczQT09

Telephone: (669) 900-9128 / Meeting ID: 816-3872-0446 / Passcode: 636756
One-Tap Mobile: +16699009128,,81638720446#,,,,*636756#

*For Public Comment, use the **"Raise Hand"** feature if on the video call when prompted, if dialing in, please **dial *9 to "Raise Hand"** when prompted*

Meeting materials are available on the Watermaster website:
https://beaumontbasinwatermaster.org/

BEAUMONT BASIN WATERMASTER COMMITTEE
SPECIAL MEETING – WORKSHOP
MARCH 5, 2025

I. Call to Order

II. Roll Call

Committee Member Agency	Primary Representative		Alternate	
City of Banning	Arturo Vela, Chair		Nathan Smith	
City of Beaumont	Robert Vestal		Dustin Christensen	
Beaumont-Cherry Valley Water District	Daniel Jaggers		Mark Swanson	
South Mesa Water Company	Dave Armstrong		Brittany Lim	
Yucaipa Valley Water District	Joseph Zoba		Jennifer Ares	

III. Pledge of Allegiance

IV. Public Comments At this time, members of the public may address the Beaumont Basin Watermaster on matters within its jurisdiction; however, no action or discussion may take place on any item not on the agenda. To provide comments on specific agenda items, please complete a Request to Speak form and provide that form to the Secretary prior to the commencement of the meeting, or, RAISE HAND electronically or Press *9 when prompted for public comment.

ACTION ITEMS

Action may be taken on any item on the agenda.

V. Workshop / Discussion Items

A. Consideration of 2024 Water Year Annual Change in Storage for Sustainable Groundwater Management Act (SGMA) Reporting [Memorandum No. 25-07, Page 5]

Recommendation: Approve the October 2023 to September 2024 estimate of the change in groundwater storage

B. Discussion and Consideration of Proposed Scenarios to Evaluate Basin Losses [Memorandum No. 25-08, Page 10]

Recommendation: None. For information and discussion only

C. Discussion of Comments on Proposed Revisions to Watermaster Rules and Regulations [Memorandum No. 25-09, Page 19]

VI. Topics for Future Meetings

The table below was updated based on determinations at the Feb. 5, 2025 meeting.

	Item	Date Listed
A	Development of a Recycled Water Policy including Incidental Discharge	3/27/2019
B	Development of a return flow accounting policy	3/27/2019
C	Monitoring of future west side well sites and methodologies, and potential collaboration with USGS	10/5/2022
D	Discussion on what to do when an Appropriator goes negative	10/4/2023 and 11/1/2023
E	Discussion on Policy to Document and Account for Emergency Potable Water Transfers from Appropriator to Overlying Party (Tabled from 4/17/24 meeting)	4/17/2024
F	Procurement Policy including thresholds for RFP process	8/17/2021

VII. Comments from the Watermaster Committee Members

VIII. Announcements

2025 Meeting Dates:

Wednesday, April 2 at 11 a.m.	Regular Meeting
Wednesday, June 4 at 11 a.m.	Regular Meeting
Wednesday, August 6 at 11 a.m.	Regular Meeting
Wednesday, October 1 at 11 a.m.	Regular Meeting
Wednesday, December 3 at 11 a.m.	Regular Meeting

IX. Adjournment

AVAILABILITY OF AGENDA MATERIALS - Agenda exhibits and other writings that are disclosable public records distributed to all or a majority of the members of the Beaumont Basin Watermaster Committee in connection with a matter subject to discussion or consideration at an open meeting of the Committee are available for public inspection in the Office of the Watermaster Secretary, at 560 Magnolia Avenue, Beaumont, California ("Office") during business hours, Monday through Thursday from 7:30 a.m. to 5 p.m. If such writings are distributed to members of the Committee less than 72 hours prior to the meeting, they will be available from the Office at the same time or within 24 hours' time as they are distributed to Board Members, except that if such writings are distributed one hour prior to, or during the meeting, they can be made available in the Board Room at the District Office. Materials may also be available on the Watermaster website: https://beaumontbasinwatermaster.org/.

REVISIONS TO THE AGENDA - In accordance with §54954.2(a) of the Government Code (Brown Act), revisions to this Agenda may be made up to 72 hours before the Board Meeting, if necessary, after mailings are completed. Interested persons wishing to receive a copy of the set Agenda may pick one up at the Office, located at 560 Magnolia Avenue, Beaumont, California, or download from the website up to 72 hours prior to the Meeting.

REQUIREMENTS RE: DISABLED ACCESS - In accordance with §54954.2(a), requests for a disability related modification or accommodation, including auxiliary aids or services, in order to attend or participate in a meeting, should be made to the Office, at least 48 hours in advance of the meeting to ensure availability of the requested service or accommodation. The Office may be contacted by telephone at (951) 845-9581, email at info@bcvwd.gov or in writing to the Beaumont Basin Watermaster Committee, c/o Beaumont-Cherry Valley Water District, 560 Magnolia Avenue, Beaumont, California 92223.

CERTIFICATION OF POSTING: A copy of the foregoing notice was posted near the regular meeting place of the Beaumont Basin Watermaster Committee and to its website at least 72 hours in advance of the meeting (Government Code §54954.2(a)).

Discussion Items

ITEM V-A

BEAUMONT BASIN WATERMASTER

MEMORANDUM NO. 25-07

Date:	March 5, 2025
From:	Thomas Harder, Thomas Harder & Co. (TH&Co)
Subject:	Consideration of 2024 Water Year Annual Change in Storage for Sustainable Groundwater Management Act (SGMA) Reporting
Recommendation:	Approve the October 2023 to September 2024 estimate of the change in groundwater storage

As per the Sustainable Groundwater Management Act (SGMA), adjudicated basins are required to provide an annual report to the California Department of Water Resources on April 1 of each year. In addition to water supply and groundwater production information, the report must contain an estimate of the change in groundwater storage for the water year, in this case from October 2023 through September 2024.

Since the February 5, 2025 Committee meeting, when TH&Co presented an update on the progress of the storage change estimate, the analysis has been completed and the storage change estimate is 312 acre-ft from October 2023 to September 2024. TH&Co seeks approval of the October 2023 to September 2024 estimate of the change in groundwater storage to be included in the SGMA annual report due to the California Department of Water Resources on April 1, 2025.

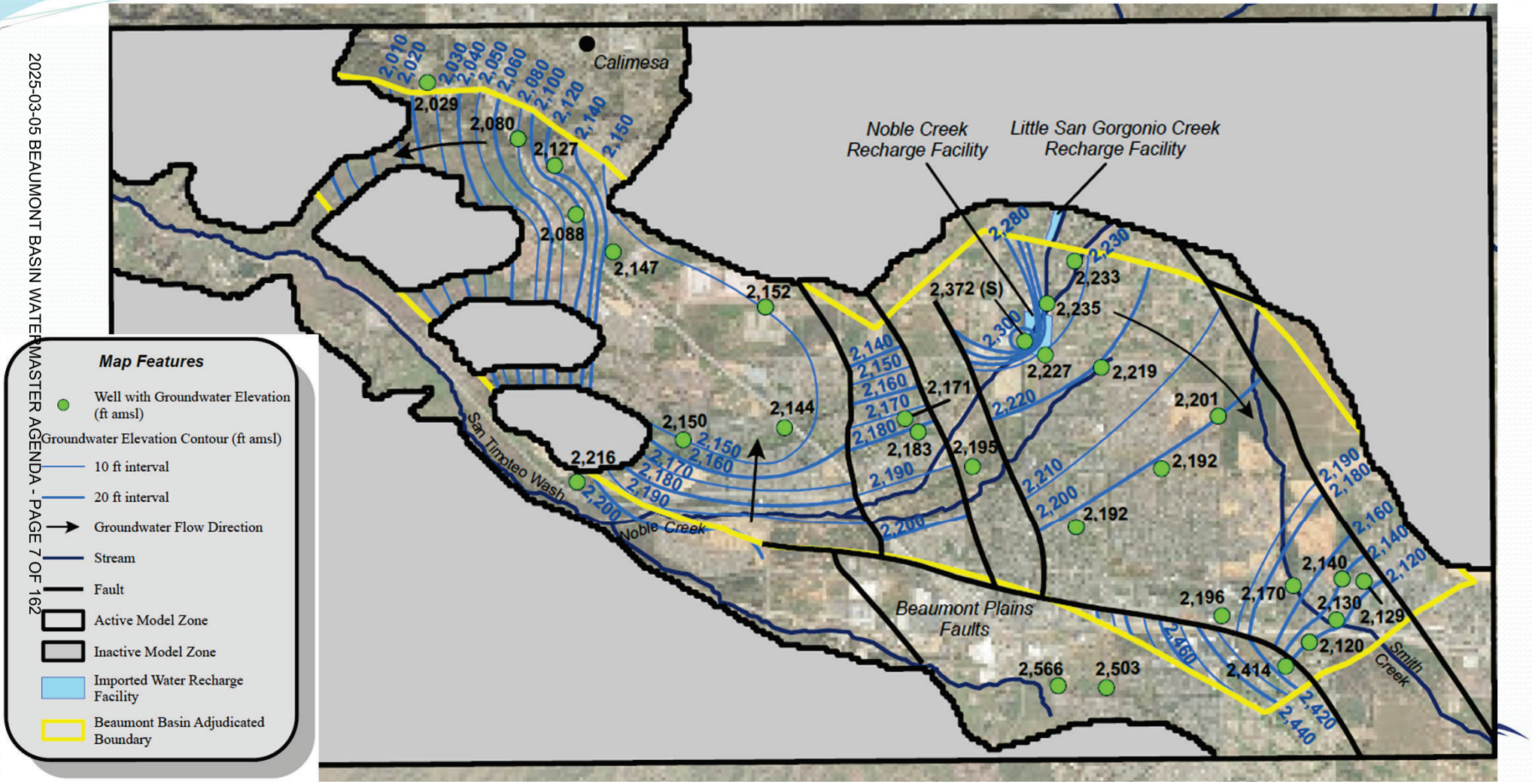
Beaumont Basin Watermaster

Consideration of 2024 Water Year Annual Change in Storage for SGMA Reporting

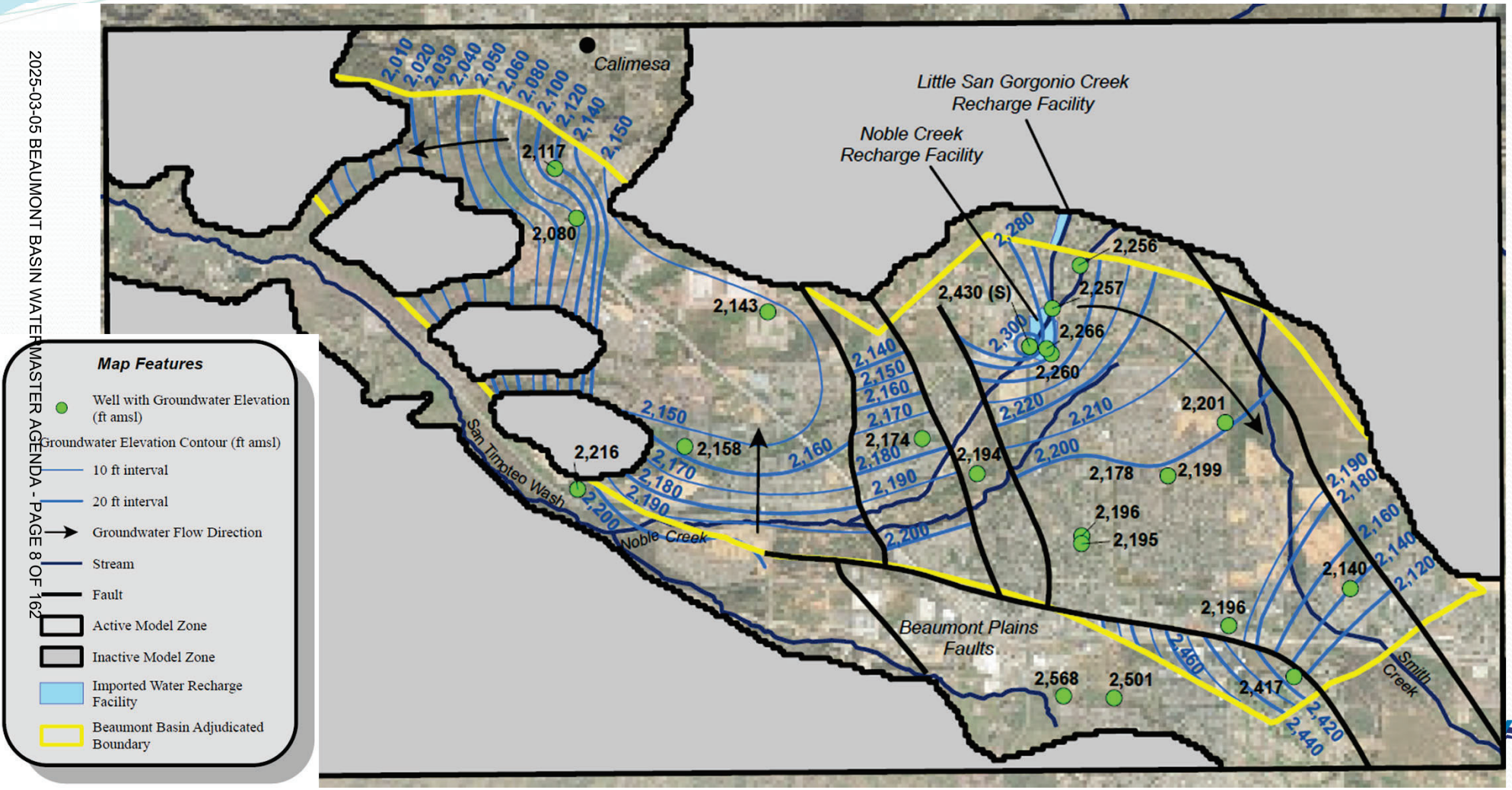
March 5, 2025

Thomas Harder & Co.
Groundwater Consulting

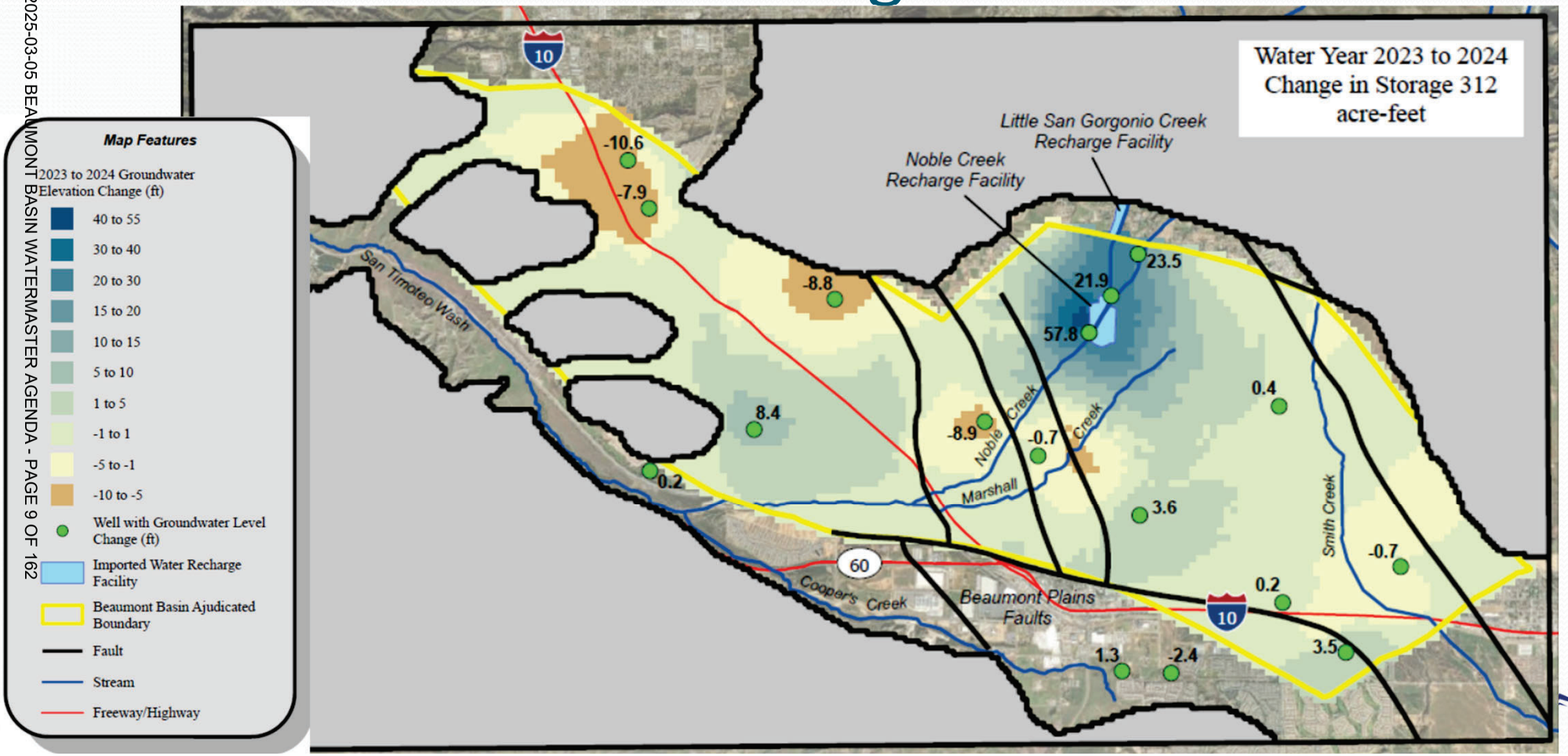
DRAFT October 2023 Groundwater Contours



DRAFT September 2024 Groundwater Contours



DRAFT 2023/2024 Water Year Annual Change in Storage



ITEM V-B

BEAUMONT BASIN WATERMASTER

MEMORANDUM NO. 25-08

Date:	March 5, 2025
From:	Thomas Harder, Thomas Harder & Co. (TH&Co)
Subject:	Discussion and Consideration of Proposed Scenarios to Evaluate Basin Losses
Recommendation:	For Information and Discussion

At the December 4, 2024, Beaumont Basin Watermaster Committee meeting, the Beaumont Basin Watermaster approved the scope of work for conducting a Basin Loss Analysis. As part of Task 2 of this analysis, TH&Co was directed to coordinate with San Gorgonio Pass Water Agency and Beaumont Basin Watermaster to develop a range of imported water forecast scenarios for evaluating storage losses.

In response, TH&Co has developed three preliminary scenarios:

- Baseline,
- Wet, and
- Dry.

These scenarios are attached for review. TH&Co seeks input from both San Gorgonio Pass Water Agency and Beaumont Basin Watermaster to refine and finalize these scenarios for analysis.

Beaumont Basin Watermaster

Basin Loss Analysis Workshop

March 5, 2025

Thomas Harder & Co.
Groundwater Consulting

Task 2 of the Potential Basin Loss Analysis

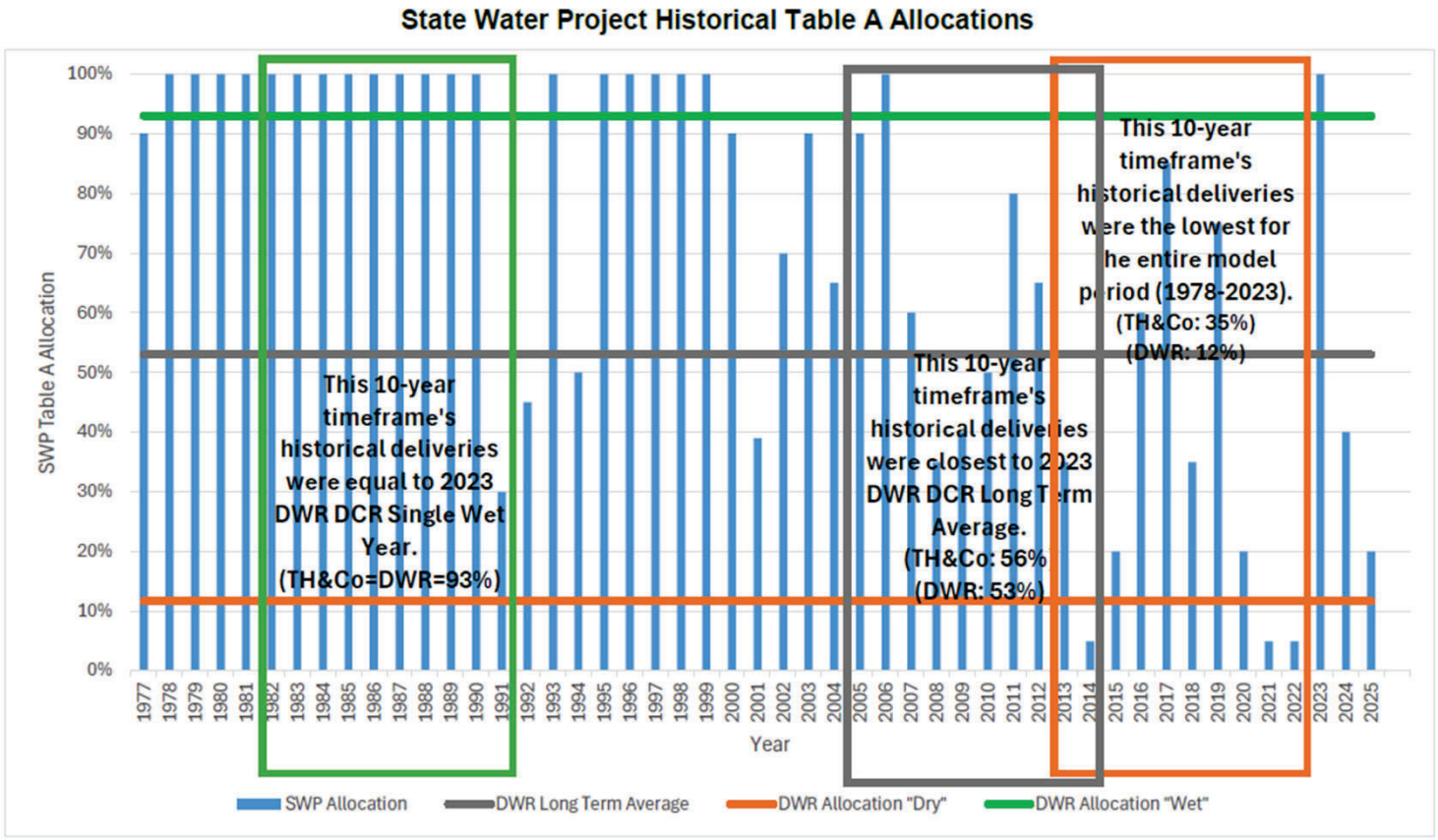
2.2 TASK 2: COORDINATE WITH SGPWA TO DEVELOP IMPORTED WATER FORECASTS FOR ANALYSIS OF POTENTIAL STORAGE LOSSES

TH&Co will coordinate with SGPWA to develop a range of potential imported water forecasts for analysis of storage losses using the GFM. Future groundwater pumping, hydrology, and recharge not associated with imported water will be the same as that assumed in the forecast used for the Safe Yield Redetermination.[5] In coordination with SGPWA, up to three future imported water scenarios will be developed for analysis using the GFM.

Based on TH&Co Proposed Scope of Work dated November 22, 2024

Thomas Harder & Co.
Groundwater Consulting

State Water Project Historical Table A Allocations



Notes:

Data from Department of Water Resources (DWR) Historical SWP Allocations 1967-2025.

3 Preliminary Scenarios

	50-year forecast		
	"Dry" Scenario	"Wet" Scenario	"Baseline" Scenario
10-year period:	dry	wet	average
10-year period:	average	average	wet
10-year period:	dry	wet	average
10-year period:	average	average	dry
10-year period:	dry	wet	average

	Dry		Wet		Average	
	Proxy Calendar Year	2023 DWR Historical Allocation	Proxy Calendar Year	2023 DWR Historical Allocation	Proxy Calendar Year	2023 DWR Historical Allocation
Breakdown of the 10-year period	2013	35%	1982	100%	2005	90%
	2014	5%	1983	100%	2006	100%
	2015	20%	1984	100%	2007	60%
	2016	60%	1985	100%	2008	35%
	2017	85%	1986	100%	2009	40%
	2018	35%	1987	100%	2010	50%
	2019	75%	1988	100%	2011	80%
	2020	20%	1989	100%	2012	65%
	2021	5%	1990	100%	2013	35%
	2022	5%	1991	30%	2014	5%
	Average:	*35%*	**Average:**	*93%*	**Average:**	*56%*
From 2023 DWR DCR Report	DWR Single Year Dry	5.0%	DWR Single Year Wet	93.0%	DWR Long Term Avg	53.0%
	DWR 2 Year Dry	12.5%	DWR 2 Year Wet	87.0%		
	DWR 6 Year Dry	17.5%	DWR 6 Year Wet	74.0%		
Logic	This 10-year timeframe's historical deliveries were the lowest for the entire model period (1978-2023).		This 10-year timeframe's historical deliveries were equal to 2023 DWR DCR Single Wet Year.		This 10-year timeframe's historical deliveries were closest to 2023 DWR DCR Long Term Average.	

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Baseline Scenario			
Model Forecast Year	10-Year Period	Proxy Calendar Year	DWR Historical Allocation
2023	Average (56%)	2005	90%
2024		2006	100%
2025		2007	60%
2026		2008	35%
2027		2009	40%
2028		2010	50%
2029		2011	80%
2030		2012	65%
2031		2013	35%
2032		2014	5%
2033	Wet (93%)	1982	100%
2034		1983	100%
2035		1984	100%
2036		1985	100%
2037		1986	100%
2038		1987	100%
2039		1988	100%
2040		1989	100%
2041		1990	100%
2042		1991	30%
2043	Average (56%)	2005	90%
2044		2006	100%
2045		2007	60%
2046		2008	35%
2047		2009	40%
2048		2010	50%
2049		2011	80%
2050		2012	65%
2051		2013	35%
2052		2014	5%
2053	Dry (35%)	2013	35%
2054		2014	5%
2055		2015	20%
2056		2016	60%
2057		2017	85%
2058		2018	35%
2059		2019	75%
2060		2020	20%
2061		2021	5%
2062		2022	5%
2063	Average (56%)	2005	90%
2064		2006	100%
2065		2007	60%
2066		2008	35%
2067		2009	40%
2068		2010	50%
2069		2011	80%
2070		2012	65%
2071		2013	35%
2072		2014	5%

Preliminary Baseline Scenario

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Wet Scenario			
Model Forecast Year	10-Year Period	Proxy Calendar Year	DWR Historical Allocation
2023	Wet (93%)	1982	100%
2024		1983	100%
2025		1984	100%
2026		1985	100%
2027		1986	100%
2028		1987	100%
2029		1988	100%
2030		1989	100%
2031		1990	100%
2032		1991	30%
2033	Average (56%)	2005	90%
2034		2006	100%
2035		2007	60%
2036		2008	35%
2037		2009	40%
2038		2010	50%
2039		2011	80%
2040		2012	65%
2041		2013	35%
2042		2014	5%
2043	Wet (93%)	1982	100%
2044		1983	100%
2045		1984	100%
2046		1985	100%
2047		1986	100%
2048		1987	100%
2049		1988	100%
2050		1989	100%
2051		1990	100%
2052		1991	30%
2053	Average (56%)	2005	90%
2054		2006	100%
2055		2007	60%
2056		2008	35%
2057		2009	40%
2058		2010	50%
2059		2011	80%
2060		2012	65%
2061		2013	35%
2062		2014	5%
2063	Wet (93%)	1982	100%
2064		1983	100%
2065		1984	100%
2066		1985	100%
2067		1986	100%
2068		1987	100%
2069		1988	100%
2070		1989	100%
2071		1990	100%
2072		1991	30%

Preliminary Wet Scenario

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Dry Scenario			
Model Forecast Year	10-Year Period	Proxy Calendar Year	DWR Historical Allocation
2023	Dry (35%)	2013	35%
2024		2014	5%
2025		2015	20%
2026		2016	60%
2027		2017	85%
2028		2018	35%
2029		2019	75%
2030		2020	20%
2031		2021	5%
2032		2022	5%
2033	Average (56%)	2005	90%
2034		2006	100%
2035		2007	60%
2036		2008	35%
2037		2009	40%
2038		2010	50%
2039		2011	80%
2040		2012	65%
2041		2013	35%
2042		2014	5%
2043	Dry (35%)	2013	35%
2044		2014	5%
2045		2015	20%
2046		2016	60%
2047		2017	85%
2048		2018	35%
2049		2019	75%
2050		2020	20%
2051		2021	5%
2052		2022	5%
2053	Average (56%)	2005	90%
2054		2006	100%
2055		2007	60%
2056		2008	35%
2057		2009	40%
2058		2010	50%
2059		2011	80%
2060		2012	65%
2061		2013	35%
2062		2014	5%
2063	Dry (35%)	2013	35%
2064		2014	5%
2065		2015	20%
2066		2016	60%
2067		2017	85%
2068		2018	35%
2069		2019	75%
2070		2020	20%
2071		2021	5%
2072		2022	5%

Preliminary Dry Scenario

Thomas Harder & Co.
Groundwater Consulting

Total Imported Water Volume

- TH&Co will take the annual DWR historical allocation percentage for the proxy year and multiply it by total imported water volume according to the category below:

- Wet Year: 20,000 AFY, reasoning: this is what was imported in 2023 (recent very wet year).
- Dry Year: 2,000 AFY, reasoning: approximate average of what was imported in 2021 and 2022 (recent dry years).
- Average Year: 11,000 AFY, reasoning: mid-point between above "Wet" and "Dry" years.

For example, in the preliminary dry scenario:

Future Year	Proxy Year	Proxy Year Allocation	Water Year Type	Base Imported	Assumed Imported Delivered
1. 2026	2016	60%	Average	11,000	6,600
2. 2027	2017	85%	Wet	20,000	17,000
3. 2028	2018	35%	Dry	2,000	700
….	….	….	….	….	….

Thomas Harder & Co.
Groundwater Consulting

ITEM V-C

BEAUMONT BASIN WATERMASTER

MEMORANDUM NO. 25-09

Date:	March 5, 2025
From:	Steven Stuart, Dudek
Subject:	Discussion of Comments on Proposed Revisions to Waterrnaster Rules & Regulations
Recommendation:	No recommendation

The Beaumont Basin Watermaster (Watermaster) authorized Dudek to review the Watermaster Rules and Regulations (last amended in December 2022) and propose modifications to either update existing sections and/or introduce new rules based on management strategies and policies recently considered by the Watermaster. Dudek presented a redlined version of the Rules and Regulations with recommended revisions and requested feedback from the Watermaster Committee members.

This memorandum includes a summary of comments received to date. The purpose of this discussion is to address these comments and continue moving the process forward in revising the Rules and Regulations. Included with this memorandum is a table summarizing the comments received, and copies of the redlined versions of the Rules and Regulations from Committee members with their respective comments.

Attachments:

1. Summary Table of Comments
2. Comments from Chair Art Vela, City of Banning
3. Comments from Jennifer Ares, YVWD
4. Comments from Committee Member Joe Zoba, YVWD
5. Current redline

Comments on Proposed Revisions to the Beaumont Basin Watermaster Rules and Regulations

Date Comments Received	Commentator	Page	Section Number	Section Title	Comment
2/12/2025	Art Vela	18	4.0	Safe Yield and Storage Accounts	Comment: "I didn't see a definition for Annualized Safe Yield below. Is this supposed to replace Operating Safe Yield in 4.2.1.a? General Comment: Please confirm all capitalized references have a definition."
2/12/2025	Art Vela	22	5.3	New Yield	Comment: "I want to make sure that we are clear that not all storm water capture facilities increase the amount of recharge above the natural recharge in a stream system. In some instances, yes it may. I want to make sure that everyone is comfortable that this language identifies this fact."
2/12/2025	Art Vela	30	7.3 (b)	Notice of Adjustments of Rights from an Overlying Party to an Appropriator	Comment: "This information would likely be available after the submittal of Form 5. Is this an estimated amount or is supplemental information as listed in (c)."
2/12/2025	Art Vela	Form 1		Application for Groundwater Storage Agreement	Comment on Applicant's Signature: "Should this be a board member signature of proof that signer has been given the authority by board?"
2/12/2025	Art Vela	Form 2		Groundwater Storage Agreement #____	Comment on Storage Party: "Should we require proof of signature authority or include attorney signature as well?"
2/12/2025	Art Vela	Form 5		Notice to Adjust Rights of an Overlying Party Due to Proposed Provision of Water Service by an Appropriator	Comment: "Should we list out the additional information required as listed in the Rules /Regs Section 7.3?"
2/12/2025	Art Vela	Form 7		Transfer of Appropriator Production Right or Operating Yield Between Appropriators	Comment: "Should we require proof of signature authority (e.g. minutes of board action)?"

Comments on Proposed Revisions to the Beaumont Basin Watermaster Rules and Regulations

Date Comments Received	Commentator	Page	Section Number	Section Title	Comment
2/12/2025	Art Vela	Form 8		Transfer of Right to Recapture Water in Storage Between Appropriators	Comment: "Should a proof of board action from each agency involved be included?"
2/24/2025	Joe Zoba	1	1.1 (b)	Definitions	Add ", or as amended in the future." to the last sentence.
2/24/2025	Joe Zoba	1	1.1 (f)	Definitions	Recommend deleting, "Salt Credits may be used by Appropriators to facilitate implementation of the Integrated Regional Water Management Program for the San Timoteo Watershed (Wildermuth, 2005) and as an offset against potential impacts associated with discrete projects. This does not preclude development of Salt credits by Appropriators implementing projects through agreements with their users."
2/24/2025	Joe Zoba	2	1.1 (j)	Definitions	Added "Supplemental Water" throughout document where "Supplemental" is shown and referring to Supplemental Water.
2/24/2025	Joe Zoba	2	1.1 (k)	Definitions	Add "*and alternate as provided in Section 2.14* " to the sentence, "'Watermaster' and 'Watermaster Committee' means the 5-member committee of the Beaumont Basin Watermaster composed of persons nominated by the City of Banning, the City of Beaumont, the Beaumont-Cherry Valley Water District, the South Mesa Mutual Water Company and the Yucaipa Valley Water District, each of whom shall have the right to nominate one representative *and alternate as provided in Section 2.14* who shall be an employee of or consultant to the nominating agency."
2/24/2025	Joe Zoba	7	2.14	Watermaster Alternates	Comment, "See VI.4 of the Judgement to include consultants."
2/24/2025	Joe Zoba	13	3.3.5.3 (a)	Manual Groundwater Level Measurements	Add, "or equivalent" following "Alconox solution" in the text.
2/24/2025	Joe Zoba	18	4.2.1	Storage Accounts: Definitions	Comment: "Add the definition of Overlying-Appropriative Water Right represents the volume of Overlying Water Rights transferred to an Appropriator and adjusted based on the redetermination of safe yield."

Comments on Proposed Revisions to the Beaumont Basin Watermaster Rules and Regulations

Date Comments Received	Commentator	Page	Section Number	Section Title	Comment
2/24/2025	Joe Zoba	19	4.2.4	NEW SECTION: Depletion of a Storage Account	Propose new section: "4.2.4 Depletion of a Storage Account - In the event a Storage Account is depleted and it is determined that less than zero acre feet of water is available at the end of the calendar year, the Watermaster shall levy an assessment equal to 1.5 times the then current supplemental water purchase charge for the San Gorgonio Pass Water Agency multiplied by each acre foot of water depleted from a Storage Account. The Annual Replenishment Assessment funds received by the Watermaster shall be divided equally and credited to each Appropriator, up to the amount of water in their Storage Account, as the annual rental for the temporary use of water to provide sufficient supplies to replace the overproduction by a Party to the Judgement (Judgement Section VI.5.N(1)). The Annual Replenishment Assessments by the Watermaster for any Overproduction by a Party to the Judgement will continue until the Storage Account is determined to be greater than zero acre feet at the end of the calendar year."
2/24/2025	Joe Zoba	20	4.3	Losses or Spills from the Basin	Comment reads, "Basin Water - Maybe we should add a definition to specifically state what Basin Water is as a term of art. I think Overlying Water Rights and Overlying-Appropriative Water Rights should be included in the definition of Basin Water."
2/24/2025	Joe Zoba	21	5.0	Recharge of Supplemental Water and New Yield Water	Add "Water" following "Supplemental" in "Add Supplemental and New Yield Water..."
2/24/2025	Joe Zoba	21	5.0 (a)	Recharge of Supplemental Water and New Yield Water	Comment reads, "Will a safe yield loss really be calculated annually, or does this only occur with the redetermination of safe yield?"
2/24/2025	Joe Zoba	21	5.0 (b)	Recharge of Supplemental Water and New Yield Water	Delete "publicly owned" from first sentence.
2/24/2025	Joe Zoba	21	5.1	Sources of Supplemental Water	Add "Title 22 Recycled Water approved by the Regional Water Quality Control Board"
2/24/2025	Joe Zoba	21	5.1 (d)	Sources of Supplemental Water	Replace "Metropolitan Water District" with "San Gorgonio Pass Water Agency"

Comments on Proposed Revisions to the Beaumont Basin Watermaster Rules and Regulations

Date Comments Received	Commentator	Page	Section Number	Section Title	Comment
2/24/2025	Joe Zoba	22	5.2	Method of Replenishment of Supplemental Water	Comment reads, "Can this section by rewritten as a single paragraph instead of as an outline?"
2/24/2025	Joe Zoba	27	6.8	Groundwater Storage Agreements	Insert "*, injection* " in the following sentence: "...and confirmation of the Watermaster's right to inspect the recharge*, injection* and/or recapture facilities maintained and operated by the Storage Party."
2/24/2025	Joe Zoba	28	7.1	Overlying Water Rights and Redetermination of the Safe Yield	Revise the 2nd paragraph to read, "If an Overlying Party has previously transferred a portion of or all of its Overlying Water Right to an Appropriator, then the Overlying Water Right will be adjusted accordingly by subtracting the transferred amount *(Overlying-Appropriative Right)* from the modified Overlying Water Right. If the modified Overlying Water Right is less than the amount previously transferred to an Appropriator, then the amount of the Overlying Water Right, *if any, and Overlying-Appropriative Right will be reduced proportionally* ."
2/24/2025	Joe Zoba	28	7.1	Overlying Water Rights and Redetermination of the Safe Yield	Revise the first sentence of the 4th paragraph to read, "After the Overlying Parties *and Overlying-Appropriative Parties* comments are *reviewed* , the Watermaster shall consider approving the redetermined Safe Yield at a Watermaster Regular Meeting."
2/24/2025	Joe Zoba	28	7.1	Overlying Water Rights and Redetermination of the Safe Yield	Revise the first sentence of the 3rd paragraph to read, "A draft of the *redetermination of safe yield* technical report shall be *presented to the Overlying Parties and Overlying-Appropriative Parties* to review and provide comments."
2/24/2025	Joe Zoba	29	7.2	Adjustment of Overlying Water Rights	Comment in 2nd paragraph: "What is paragraph 7(a)?"
2/24/2025	Joe Zoba	29	7.2	Adjustment of Overlying Water Rights	Revise the 2nd sentence of the 2nd paragraph to read, "The Appropriator Party providing such service shall have the right to produce the volume of water foregone *by the Overlying Party as an Overlying-Appropriative Right* , in addition to other rights otherwise allocated to the Appropriator Party."
2/24/2025	Joe Zoba	29	7.2	Adjustment of Overlying Water Rights	Delete "portable" from the first sentence in the 3rd paragraph.
2/24/2025	Joe Zoba	30	7.4	Accounting of Transfers	Delete "as appropriate" from last sentence in paragraph.

Comments on Proposed Revisions to the Beaumont Basin Watermaster Rules and Regulations

Date Comments Received	Commentator	Page	Section Number	Section Title	Comment
2/24/2025	Joe Zoba	30	7.5	Transfer of Water Between Appropriators	Add "prior to the transfer taking place." to the end of the 2nd sentence in the paragraph.
2/24/2025	Joe Zoba	32	8.1	Potential Conflict	Delete Section 8.1
2/24/2025	Jennifer Ares	1	1.1 (c)	Definitions	Add "new" to the following sentence: "'New Yield Water' means water derived from an increase in yield in quantities greater than historical amounts from sources of supply including, but not limited to, capture of *new* available stream flow and rising groundwater..."
2/24/2025	Jennifer Ares	1	1.1 (c)	Definitions	"ASR recharge?"
2/24/2025	Jennifer Ares	2	1.1	Definitions	Add definition for Recapture
2/24/2025	Jennifer Ares	3	2.3	Quorum	Revise sentence to read, "A majority of the 5-member *board, which is 3 members* , acting as the Watermaster shall constitute a quorum for the transaction of business."
2/24/2025	Jennifer Ares	3	2.4	Voting Procedures	Add, "per Brown Act procedures." to the end of the sentence.
2/24/2025	Jennifer Ares	4	2.9	Contracts	Revise to read, "The Watermaster may enter into contracts and agreements for the performance of any of its powers pursuant to the Judgement and Rules & Regulations."
2/24/2025	Jennifer Ares	5	2.11 (c)	Special Project Assessments	Revise first sentence to read, "Special Project Assessments will be levied to cover special project expenses including: special engineering, economic or other studies, litigation expenses *against the Watermaster* , meter testing,..."
2/24/2025	Jennifer Ares	6	2.13	Notice and Waiver of Notice	Question: "Approved by a judge?"
2/24/2025	Jennifer Ares	6	2.14	Watermaster Alternates	Add language to note that alternates need to be approved by a judge.
2/24/2025	Jennifer Ares	11	3.3.2.2 (4)	New Wells	Revise to read, "Reference points shall be surveyed by a California licensed surveyor per the details included in Section 3.3.2.1 (3)."
2/24/2025	Jennifer Ares	22	5.3	New Yield	Do return flows constitute supplemental water and/or new yield?

Attachment 2

Comments Received from Art Vela, Chair Beaumont Basin Watermaster, on the Proposed Revisions to the Beaumont Basin Watermaster Rules & Regulations and Watermaster Forms

Received: February 12, 2025

RULES AND REGULATIONS

OF THE

BEAUMONT BASIN WATERMASTER

Adopted: June 8, 2004
Amended: February 7, 2006
Amended: September 9, 2008
Amended: April 18, 2012
Amended: June 25, 2019
Amended: December 7, 2022

Table of Contents

SECTION **PAGE NO.**

1 GENERAL PROVISIONS

1.0 In General

In general, the Beaumont Basin Watermaster will strive to accomplish as many of its specific duties as is feasible and practical by entering into agreements with the Parties for the performance of those duties (e.g., meter installation, testing and maintenance, meter reading, water level measurement, etc.). Nothing herein shall conflict with the terms of the Judgment.

1.1 Definitions

The terms used in these Rules and Regulations shall have the same meanings as set forth in Section 1, Paragraph 3 of the Judgment, unless the context shall clearly indicate a different meaning. The following additional terms are defined for the purposes of these Rules and Regulations:

(a) "Annual or Year" means a ~~fiscal~~ calendar year, ~~July~~ January 1 through ~~June~~ December 3~~0~~1 ~~following~~, unless the context shall clearly indicate a different meaning.

(b) "Judgment" means the Amended Judgment Pursuant to Stipulation Adjudicating Groundwater Rights in the Beaumont Basin dated ~~February~~ March 4~~14~~, ~~2004~~ 2019 in the Riverside Superior Court, Case No. RIC 389197.

(c) “New Yield Water” means water derived from an increase in yield in quantities greater than historical amounts from sources of supply including, but not limited to, capture of available stream flow and rising groundwater, by means of projects constructed after February 20, 2003.

(d) “Party” or “Parties” means any Person(s) named in the Judgement, or who has intervened, or has become subject to the Judgement either through stipulation, trial or otherwise.

~~(b)~~(e) “Producer” or “Pumper” means any Person who extracts groundwater from the Beaumont Basin.

(f) "Salt Credits" means an assignable credit that may be granted by the Regional Water Quality Control Board and computed by the Watermaster from activities that result from the removal of salt from the Basin, or that result in a decrease in the amount of salt entering the Basin. Salt Credits may be used by Appropriators to facilitate implementation of the Integrated Regional Water Management Program for the San Timoteo Watershed (Wildermuth, 2005) ~~Beaumont Basin Water Resources Management Plan~~ and as an offset against potential impacts associated with discrete projects. This does not preclude development of Salt credits by Appropriators implementing projects through agreements with their users.

(g) “Storage Account” represents a record of the amount of water stored in the Beaumont Basin and available for recapture by an Appropriator or Party subject to a Groundwater Storage Agreement. A Storage Account is assessed annually and includes water gained as a share of an Appropriator’s Operating Yield, water acquired by transfer, New Yield, and Supplemental Water

minus the amount of water pumped from the Beaumont Basin and water transferred to another Appropriator or Storage Party.

(h) "Storage Party" represents a Party that entered into an executed Groundwater Storage Agreement with the Watermaster. A Storage Party has acquired permission from the Watermaster to store a limited amount of Stored Water in the Beaumont Basin and may recapture the same Stored Water for reasonable beneficial use while not adversely impacting the beneficial uses of other Producers in the Basin.

(i) "Stored Water" means Supplemental Water and New Yield Water stored in the Beaumont Basin pursuant to a Groundwater Storage Agreement with the Watermaster.

~~(c)~~(j) "Supplemental Water" means water imported into the Beaumont Basin from outside the Beaumont Basin including, without limitation, water diverted from creeks upstream and tributary to Beaumont Basin and water which is recycled and useable withing the Beaumont Basin.~~.~~

~~(d)~~(k) "Watermaster" and "Watermaster Committee" means the 5-member committee of the Beaumont Basin Watermaster composed of persons nominated by the City of Banning, the City of Beaumont, the Beaumont-Cherry Valley Water District, the South Mesa Mutual Water Company and the Yucaipa Valley Water District, each of whom shall have the right to nominate one representative who shall be an employee of or consultant to the nominating agency.

2 ADMINISTRATION

2.0 Principal Office

The principal office of the Watermaster shall be:

Office of the Watermaster Secretary
c/o Beaumont-Cherry Valley Water District
560 Magnolia Avenue
Beaumont, CA 92223

or at such other location as may be designed from time-to-time by the Watermaster by resolution.

2.1 Records

All records of the Watermaster shall be available for public inspection pursuant to the California Public Records Act, except as otherwise provided by law. Paper ~~C~~copies of such records may be obtained upon payment of the cost of duplication. Digital copies of the Judgement, Resolutions adopted by the Watermaster, the Watermaster Rules and Regulations, annual Watermaster reports, 10-year Redeterminations of the Safe Yield of the Beaumont Basin, and other documents may be accessed at the Beaumont Basin Watermaster website located at https://beaumontbasinwatermaster.org.

2.2 Meetings of the Watermaster

The Watermaster shall conduct regular meetings on the first Wednesday of every even numbered month. Special meetings and workshops may be called as necessary to conduct the business of the Watermaster. All meetings of the Watermaster shall be open in public and conducted in accordance with the provisions of the California Open Meeting Law (Brown Act).

2.3 Quorum

A majority of the 5-member committee acting as the Watermaster shall constitute a quorum for the transaction of business.

2.4 Voting Procedures

Only action by affirmative vote of a majority of the members of the Watermaster Committee shall be effective.

2.5 Employment of Experts and Agents

The Watermaster may employ or retain such administrative, engineering, geologic, hydrogeologic, accounting, legal or other specialized personnel and professional consultants as it may deem appropriate.

2.6 Acquisition of Facilities

The Watermaster may purchase, lease and acquire all necessary real and personal property, including facilities and equipment.

2.7 Investment of Funds

The Watermaster may hold and invest all Watermaster funds in investments authorized from time-to-time for public agencies of the State of California, pursuant to a Statement of Investment Policy adopted by the Watermaster Committee on March 9, 2004 as documented in Watermaster Resolution 2004-01.

2.8 Borrowing

The Watermaster may borrow, from time-to-time, amounts not exceeding annual receipts (payments on funds borrowed to implement Watermaster projects and programs must be included in Watermaster assessments such that they are part of Watermaster's annual receipts).

2.9 Contracts

The Watermaster may enter into contracts and agreements for the performance of any of its powers, and may act jointly or cooperate with agencies of the United States, the State of California, or any political subdivisions, municipalities, special districts or any person.

2.10 Budgets

The Watermaster shall prepare a proposed annual administrative budget for the upcoming fiscal year (July 1 – June 30 of subsequent year) for Watermaster review. The Watermaster shall hold a public hearing on each such budget prior to adoption. Budgets shall be prepared in sufficient detail so as to make a proper allocation of the expenses and receipts. The adopted budget shall be funded in the upcoming fiscal year through assessments made pursuant to the Judgment. Expenditures within budgeted items may thereafter be made by the Watermaster as a matter of course (Judgment p.~~22~~15, lines 25~~3~~-27~~5~~ and p. 16, lines 1-2).

2.11 Assessments

Pursuant to the Judgment, Watermaster is empowered to levy and collect the following assessments:

(a) Annual Replenishment Assessments. The Watermaster shall levy and collect assessments in each year, in amounts sufficient to purchase replenishment water to replace Overproduction by any Party from the prior ~~fiscal~~ calendar year. Replenishment assessments shall be collected not later than ~~October~~ April 1 of ~~each~~ the subsequent year. Under no circumstances shall Overlying Parties be required to pay assessments for pumping in an amount up to that set forth in column 4 of Exhibit B of the Judgment, subject to Section III of the Judgment.

(b) Annual Administrative Assessments. Annually, not later than the June meeting of the Watermaster, a General Administrative Budget shall be adopted for the ensuing fiscal year for the purpose of funding General Administration Watermaster Expenses. The General Watermaster Administration Expenses shall include office rent, labor, supplies, office equipment, incidental expenses and general overhead. General Watermaster Administration Expenses will be assessed equally among the Appropriators who have appointed representatives to the Watermaster (Judgment, p. ~~19~~12, lines ~~21~~9-~~27~~17).

(c) Special Project Assessments. Special Project Assessments will be levied to cover special project expenses including: special engineering, economic or other studies, litigation expenses, meter testing or other major operating expenses. Each such project shall be assigned a task order number and shall be separately budgeted and accounted for. Special Project Expenses shall be allocated to the Appropriators, or portion thereof, on the basis of benefit. This may be accomplished through the identification and implementation of Special Project Committees. A Specific Project Committee may involve a specific Party or any group of Parties, provided that no Party shall be involved without its approval (Judgment, p. ~~20~~14, lines 1~~4~~-19). Special Project Assessments shall be invoiced upon approval of a budget and a scope of work for a Special Project by Project Committee.

(d) Supplemental Assessments. Supplemental Assessments may be levied based on incurring unbudgeted or unforeseen expenses as approved by Watermaster. Examples include Special Project expenses for litigation in which Watermaster has taken action to participate. All Supplemental Assessments shall reference the Watermaster action authorizing same and be invoiced within one ~~week~~ month of the Watermaster action.

(e) Assessment Procedure. Assessments shall be levied and collected as follows:

i. Notice of Assessment. The Watermaster shall give written notice of all applicable assessments to each producer in the form of an invoice.

ii. Payment. Each assessment shall be payable on or before thirty (30) days after the date of invoice, and shall be the primary obligation of the party or successor owning the water production facility at the time written notice of assessment is given, even though prior arrangement for payment by others has been made in writing and filed with the Watermaster.

iii. Delinquency. Any delinquent assessment shall incur a late charge of 10% per annum (or such greater rate as shall equal the average current cost of borrowed funds to the Watermaster) from the due date thereof.

iv. Assessment Adjustments. The Watermaster shall make assessment adjustments as necessary for the reporting period as either a credit or a debit in the next occurring assessment period unless otherwise reasonably decided by the Watermaster.

v. Collection of Delinquent Assessments. The Watermaster may bring suit in a Court having jurisdiction against any Producer for the collection of any delinquent assessments and interest thereon. The Court, in addition to any delinquent assessments, may award interest and reasonable costs including attorneys' fees.

(f) Salt Credits. Watermaster may establish a method of calculating salt credits in the future as part of a conjunctive use program or as part of the maximum benefit objectives demonstration program for discrete projects.

2.12 Annual Report

A draft annual report shall be prepared by May and final report shall be prepared by July of each year (Watermaster Resolution 2011-01). At a minimum, the annual report will describe Watermaster's operations, assessments and expenditures, and a review of Watermaster activities. The annual report shall also include a summary ~~report~~ describing and updating the state of the groundwater basin, including the status of monitoring, storage, water quality, ~~any basin condition information collected or analyzed~~ and a current active party list.

~~2.13 Basin Condition Report~~

~~The Watermaster shall prepare, at least once every two years, a "state of the groundwater basin" report including an update on the status of monitoring, storage and water quality.~~

~~2.14 Interventions~~

~~Any Person who is neither a Party to the Judgment nor a successor or assignee of a Party to the Judgment may seek to become a party to the Judgment by filing a petition in intervention. Watermaster will provide a standard form for interventions should the need arise, and will report on any such interventions in its annual report. Interveners shall have no water rights under the Judgment (unless acquired from an Appropriator Party).~~

~~2.15~~2.13 Notice and Waiver of Notice

Pursuant to the Judgment, each Party shall designate, in writing, the name and address to be used for purposes of all subsequent notices and services under the Judgment. Such designation may be changed by filing a written notice with the Watermaster. Any Party desiring to be relieved of receiving notices of Watermaster activity may file a waiver of notice on a form to be provided by the Watermaster. Watermaster staff shall maintain, at all times, a current list of Parties to whom notices are to be sent and their addresses for the purposes of service as well as a current list of the names and addresses of all parties or their successors and assigns. Copies of such lists shall be available to any Person.

~~2.16~~2.14 Watermaster Alternates

To ensure consistency in the administration of the affairs of the Watermaster, the members of the Watermaster Committee will endeavor to attend all meetings of the Watermaster. However, from time-to-time the press of business may prevent such regular attendance. Therefore, the members of the Watermaster agencies may appoint an alternate member to the Watermaster Committee who, in the absence of the regular member, shall, if present, participate in a meeting of the Watermaster the same as if the alternate member were a regular member of the Watermaster Committee. Each alternate member must hold a senior management position within the organization of the appointing Watermaster member agency.

3 MONITORING

3.0 Scope

The Watermaster will carry out the monitoring activities described in this section of the Rules & Regulations ~~the Beaumont Basin Management Plan~~ and such policies and procedures as may be deemed necessary by the Watermaster. Any such policies and procedures shall be adopted at regular or special meetings of the Watermaster and reported in the Watermaster's annual report.

3.1 Measuring Devices

Groundwater production shall be monitored by measuring devices and/or meters (hereinafter collectively, "meter" or "meters"), as follows:

(a) Meter Installation. Except as otherwise provided by agreement, such necessary meters as Watermaster may deem appropriate shall be installed as follows:

i. New Wells:

1. Appropriator Wells. A meter shall be installed on each new Appropriator well by the Appropriator and at the Appropriator's expense concurrently with the installation of the pump.

2. Overlyer Wells. A meter shall be installed on each new Overlyer well by the Watermaster and at the Watermaster's expense concurrently with the installation of the pump.

ii. Existing Wells. Meters shall be installed on existing wells as soon as practicable by the Watermaster at the Watermaster's expense.

(b) Meter Maintenance. The Watermaster shall, at its expense, perform routine maintenance on all well meters in the Beaumont Basin.

(c) Inspection, Testing, Repair and Retesting. Meters shall be inspected and tested as deemed necessary by the Watermaster and the cost thereof borne by the Watermaster. The Watermaster may contract for a meter testing service or with an Appropriator for meter inspection and/or testing. Any Producer may request an evaluation of any or all of its water meters at any time; provided, however, the Watermaster shall only pay for tests initiated by the Watermaster. Meter repair and retesting will be a Producer expense (Judgment, p~~p~~. ~~18-19~~13, lines ~~28-~~22 – ~~7~~26).

3.2 Reporting By Producers

Each Producer producing in excess of 10 acre-feet per year shall file with the Watermaster on forms provided therefore, a monthly report of its total water production during the preceding calendar month, together with such additional information as the Watermaster may reasonably require (including power

use records, if unmetered). The report shall be due on the fifteenth (15th) day of the month next succeeding the end of each respective month. Appropriators shall report groundwater levels and Overlying Owner production along with such additional information as may be necessary to complete the Watermaster monitoring program through Agreements with the Watermaster. Producers producing 10 acre-feet or less per year shall file an annual report of their total water production during the preceding fiscal year by the 15th of July of each year on forms provided therefore.

3.3 Groundwater Level Measuring and Reporting Procedures

The watermaster will carry out all groundwater measuring activities in accordance with the procedures identified hereafter and in accordance with the Groundwater Elevation Monitoring Guidelines issued by the California Department of Water Resources (DWR, 2010) for the California Statewide Groundwater Elevation Monitoring (CASGEM) program and the Monitoring Protocols, Standards, and Sites Best Management Practices issued by DWR to assist in the development of monitoring protocols for Groundwater Sustainability Plans (DWR, 2016).

To the extent possible, groundwater level monitoring events shall be coordinated so that measurements are taken in the late spring and late fall to record the annual highs and lows, respectively, in groundwater levels in the Beaumont Basin.

3.3.1 Communication and Planning

The Beaumont Basin Watermaster and representatives of the Watermaster will conduct the following procedures to coordinate the collection of water level data with all stakeholders owning a well that is part of the Beaumont Basin groundwater monitoring network:

1) Notification of the intent of the Watermaster to access the respective party's well to collect a water level measurement will be provided via email, text message, or phone call two weeks, at a minimum, before the data collection event.

2) Verification of receipt of the notification and authorization by the well owner granting access to the well shall be obtained by the Watermaster and Watermaster representative via email, text message or phone call at least three days prior to accessing the well.

    a) The Watermaster and/or Watermaster representative will follow up with an email, text message or phone call should the well owner not respond within three days of the groundwater monitoring event.

    b) All forms of correspondence shall be documented (e.g., record date and time of text message delivery).

3) All efforts shall be made by the Watermaster representative to accommodate the schedule of the well owner to access the well within the two-week period set for the groundwater monitoring event,

and to provide the well owner the opportunity to observe the collection of data at their respective well.

4) Digital and hard copies of the groundwater level measuring and reporting procedures shall be made available at the well owner's request at the time of data collection.

5) Arrangements, to the extent possible, shall be made with the well owner to collect a static water level measurement per Section 3.3.4 ~~(d)(c)~~. This may include requesting that the well be idle for 24 hours, at a minimum, prior to measuring the water level.

3.3.2 Monitoring Well Network

3.3.2.1 Existing Wells

The monitoring well network used by the Watermaster for purposes of characterizing groundwater conditions in the Beaumont Basin shall include all accessible production and monitoring wells owned by the Appropriators, Overlying Parties, and other stakeholders. The following highlight the minimum requirements for existing wells to be included in the Beaumont Basin monitoring well network:

1) Wells in the monitoring network shall be screened in the unconsolidated Quaternary alluvium and upper portion of the San Timoteo Formation, together comprising the water-bearing aquifer of the Beaumont Basin.

2) Groundwater level measurements shall be taken from a clearly marked and permanent reference point on the top of a sounding tube, well casing, or other permanent feature.

3) Reference points shall be surveyed by a California licensed surveyor. The survey shall include the following details:

   a) Well locations (center point of well casing) shall be referenced to the North American Datum of 1983 (NAD83) and reported in decimal degrees for latitude and longitude.

   b) Elevations shall be referenced to the North American Vertical Datum of 1988 (NAVD88) with an accuracy, at a minimum, of 0.5 foot. The following features, if applicable, shall be surveyed at each well point:

      (1) Top of Well Casing or Sounding Tube (i.e., TOC)

      (2) Top of protective steel riser or monument cover

      (3) Land surface

3.3.2.2 New Wells

New wells installed in the Beaumont Basin shall be equipped with dedicated sounding tubes (if a production well) or have open casing to facilitate the use of a water level metering device to measure

groundwater elevations. The new well shall be constructed to accommodate the installation of a 7/8-inch diameter dedicated pressure transducer. The following highlight the minimum requirements for new wells to be included in the Beaumont Basin monitoring well network:

1) Well construction details and survey results by a licensed surveyor shall be shared with the Beaumont Basin Watermaster and included in the well network database for the Beaumont Basin.

2) New wells that are screened fully or partially in the unconsolidated Quaternary alluvium and upper portion of the San Timoteo Formation, together comprising the water-bearing aquifer of the Beaumont Basin, will be included in the monitoring well network for the Beaumont Basin.

3) Groundwater level measurements shall be taken from a clearly marked and permanent reference point on the top of a sounding tube, well casing, or other permanent feature.

4) Reference points shall be surveyed by a California licensed surveyor. The survey shall include the following details:

    a) Well locations (center point of well casing) shall be referenced to the North American Datum of 1983 (NAD83) and reported in decimal degrees for latitude and longitude.

    b) Elevations shall be referenced to the North American Vertical Datum of 1988 (NAVD88) with an accuracy, at a minimum, of 0.5 foot. The following features, if applicable, shall be surveyed at each well point:

        i) Top of Well Casing or Sounding Tube (i.e., TOC)

        ii) Top of protective steel riser or monument cover

        iii) Land surface

3.3.3 Groundwater Water Level Measuring Devices

3.3.3.1 Electric Water Level Sounder

Where possible, groundwater levels shall be manually measured with an electric water level sounder calibrated to the nearest 0.01 ft. All equipment must be in good working condition. No damaged or refurbished electric sounding tape should be used, unless specifically approved by the Watermaster.

3.3.3.2 Dedicated Pressure Transducers

Dedicated pressure transducers shall be installed in monitoring and production wells identified as key wells for administration of the Judgement. The pressure transducers shall be installed below the groundwater level and pressure-rated for the range of anticipated groundwater level fluctuations due to seasonal fluctuations and/or groundwater production.

Dedicated pressure transducers shall be equipped with a datalogger that is programmable to measure and record water levels at a desired frequency. Each dedicated pressure transducer shall measure absolute pressure in units of pounds per square inch (psia) and/or feet of water. The Watermaster shall use separate pressure transducers dedicated to measure barometric pressure in units of psia and/or feet of water to provide a general characterization of barometric pressure in the Beaumont Basin.

3.3.4 Manual Groundwater Level Measurements

The following procedures shall be used to measure and record manual groundwater level measurements in the field.

3.3.4.1 Water Level Form

1) Upon arrival at each well site, the field technician shall note the following information on a standardized Water Level Field Form (see Appendix A):

    a) Name of well owner

    b) Well Identifier (e.g. well owner name, State Well ID)

    c) Date (mm/dd/yyyy) and time (24 hr) of measurement

    d) Climate conditions (e.g., sunny, light breeze, air temp is 80 °F, etc.)

    e) Type of well (e.g., municipal, monitoring, agricultural, etc.)

    f) Status of water level and/or well: Static, Recovering (i.e., rising), Pumping, Artesian (i.e., flowing), Falling.

    g) Time since pumping stopped (i.e., idle time) if well was previously active.

    h) Method of water level measurement (e.g., electric water level sounder, airline, sonic, dedicated pressure transducer)

    i) Field technician and/or representative measuring the water level

    j) Any additional comment

2) Use one Water Level Field Form for each well. If possible, the same field form should be used at each well during each monitoring event.

3.3.4.2 Water Level Status

Where possible, groundwater level measurements must be representative of static (i.e. non-pumping) groundwater level conditions. To ensure measurements of static groundwater levels in active pumping

wells, the field technician collecting the data shall coordinate, verify, and/or confirm that the pump has been off for at least 24 hours prior to collecting the data (wherever possible).

3.3.4.3 Decontamination

All water level measuring equipment shall be cleaned prior to lowering it into the well(s) using the following decontamination procedure:

a) Wash equipment with an Alconox solution which is followed by a deionized water rinse.

b) Triple rinse equipment with deionized water.

3.3.4.4 Electric water level sounder

3.3.4.4.1 Before making a measurement

1) Inspect the sounding tape for wear, kinks, frayed electrical connections, and possible stretch. Make a notation in the Water Level Field Form documenting any wear or other issues that possibly affect measurements with the electric water level sounder.

2) Test that the battery and replacement batteries are fully charged.

3) Test the circuit by dipping the probe into tap water and observe whether the sounder indicator turns on and/or makes a sound to indicate the circuit is closed when in contact with water.

3.3.4.4.2 Making the Measurement

1) Lower the electrode probe slowly into the designated sounding port for production wells and into the main well for monitoring wells. Lower the probe until the circuit is closed and contact with the water surface in the well is made.

2) Measure the depth-to-water (DTW) by placing the sounder tape next to the dedicated and clearly marked reference point on the top of the sounding tube or well casing. Measure the DTW to the nearest 0.01-foot. The DTW shall be recorded as feet below reference point (or ft brp).

3) Lift the probe slowly a few feet and make second measurement by repeating the step above. If the 2nd measurement is more than 0.02 feet different from the first measurement, collect and record a third measurement. If more than two measurements are taken, record the average of all reasonable readings.

4) If the groundwater level is not static, stay at the well long enough (if reasonable time allows) for a static groundwater level. If that wait is more than 1 hour or not possible, make ten (10) or more measurements at 1-minute minimum intervals to document the rate of groundwater level rise or fall per 5 minutes for the non-static measurements. If necessary, use additional sheets of the Water Level Field Form to document all measurements. Document possible reason for the rise or fall of the water level in the comment section.

5) All DTW measurements shall be immediately recorded on the Water Level Field Form (see Appendix A). The DTW shall be compared to previous measurements in the field and re-measured if significantly different.

    a) If the DTW measurement appears incorrect or anomalous, provide the possible reason or recommend follow-up actions so that future measurements are representative of actual conditions at the well.

3.3.4.4.3 After Making the Measurement

1) The sounder tape and electrode probe shall be wiped down during retrieval from the sounding tube or well using a clean paper towel or disinfectant wipe.

2) If oil is noticeable on the sounder tape and/or electric probe, its presence and apparent thickness, if possible, shall be noted in the Water Level Field Form. The CASGEM Guidelines note that, “oil on the surface of the water may interfere with obtaining consistent readings and could damage the electrode probe.” An alternative method may be necessary to obtain an accurate water level measurement.

3) Refer to Section 3.3.4.3 for disinfection procedures.

4) The cap to the sounding tube or well shall be replaced.

5) Where applicable, the riser shall be secured with the dedicated lock.

6) Prior to leaving the monitoring well site, the field representative shall note any physical changes in the concrete well pad and riser pipe, such as erosion, cracks, or damage. All changes shall be recorded on the Water Level Field Form.

7) Whenever possible, an electric water level sounder should be used to measure the DTW in a well. The use of an airline or sonic water level meter should only be used when well conditions do not allow for electric water level sounder measurements.

3.3.4.5 Airline Measurements

Airline measurements are an acceptable alternative to measuring DTW in a well in the following cases:

1) There is no access port or sounding tube available to allow access of an electric water level sounder to measure the DTW.

2) No dedicated pressure transducer has been installed and calibrated to measure and record water levels

3) At the time of installation, the DTW measured by the airline was calibrated to a water level measured using an electric water level sounder or steel tape.

4) The airline extends a minimum 10 feet below the lowest anticipated water level in the well.

5) The airline is the only method for measuring a water level that the well can accommodate.

3.3.4.5.1 Making the Measurement

DTW measurements using an airline will be collected per the following (Cunningham et al., 2011):

1) The depth to the open end of the airline and length of the airline is known. The airline is secure and not subject to freely move in the well.

2) The pressure gauge is calibrated and covers the anticipated range in pressure fluctuations associated with water level fluctuations anticipated in the well due to seasonal and/or pumping effects.

3) The accuracy of the airline measurement must be documented in the Water Level Field Form. The typical accuracy using a pressure gauge is approximately 1 foot.

3.3.4.6 Sonic Water Level Meter

1) Sonic water level meter procedures vary by meter manufacturer. Refer to the meter operating instructions for procedures.

3.3.4.6.1 Making the Measurement

1) In general, use of a sonic meter requires an access port that is 5/8-inch or greater in diameter and a measurement of the average air temperature in the well casing.

    a) The typical accuracy of a sonic meter is 0.2 feet for water levels less than 100 feet or 0.2% for water levels deeper than 100 feet.

    b) Sonic water levels should not be used if the casing diameter is greater than 8-inches in diameter, air temperature inside the well is not known, there is an obstruction in the well casing that is close to half the well diameter or more, and there is no cover surrounding the meter in open wells.

3.3.5 Automatic Groundwater Level Measurements

3.3.5.1 Installation of Dedicated Pressure Transducers

1) Before installing a pressure transducer in a well, the water level in the well shall be confirmed at a static condition using an electric water level sounder (see Section 3.3.4.2 and 3.3.4.4) and no pumping from the well has occurred in the previous 24 hours.

2) The dedicated pressure transducer shall be lowered below the water level in the well to a depth within the transducer's pressure rating. The device shall be set at a depth to accommodate the anticipated fluctuations in the water level due to seasonal effects and pumping (if applicable).

3) Once the desired depth setting of the pressure transducer is set, the transducer shall be secured to the wellhead, casing, or other permanent structure.

4) A real-time reading of the pressure head (in feet of water) from the pressure transducer shall be collected and documented once it has been set and given time to equilibrate to the temperature of the water.

5) The measured DTW by the electric sounder shall be added to the height of water measured above the transducer's sensor to calculate the depth of the pressure transducer from the well's reference point.

6) The depth the transducer is set below the reference point, the make, model, and serial number of the pressure transducer, and battery life remaining (or usage) at time of deployment shall be recorded in a Water Level Field Form.

3.3.5.2 Installation of barometric pressure transducers

1) Barometric pressure transducers shall be installed in the protective steel casings of wells, well houses, or other protected structure that is open and/or in contact with the atmosphere.

2) The location of the barometric pressure transducer, the make, model, and serial number of the pressure transducer, and battery life remaining (or usage) at time of deployment shall be recorded in a Water Level Field Form.

3.3.5.3 Frequency of Water Level Measurements

1) Dedicated pressure transducers equipped with internal dataloggers shall be programmed to measure and record water levels in units of psi or feet of water at a frequency of once per hour at the top of the hour.

2) Water level data will be downloaded from each pressure transducer at least once every three months.

3) During each download session, the field technician will also obtain a manual groundwater level measurement to verify transducer readings and ensure that the instruments are working properly.

3.3.5.4 Frequency of Barometric Pressure Measurements

1) Barometric pressure transducers shall be programmed to measure and record barometric pressure in units of psi or feet of water at a frequency of once per hour at the top of the hour.

2) In the event any pressure transducer assembly must be removed from any particular well for download, the removed assembly shall be disinfected in accordance with decontamination procedures outlined under Section 3.3.4.3~~(c)d~~.

4 ~~OPERATING YIELD,~~ SAFE YIELD AND ~~NEW YIELD~~STORAGE ACCOUNTS

4.0 ~~Redetermination of Operating~~Annualized Safe Yield

The ~~Operating~~ Annualized Safe Yield of the Beaumont Basin shall be redetermined annually by the Watermaster based on an estimated annual change in storage, the estimated volume of natural recharge, and annual groundwater production from the Basin. ~~.~~

4.1 Redetermination of Safe Yield

The Safe Yield of the Beaumont Basin shall be redetermined at least every ten (10) years beginning 10 years after the date of entry of the Judgment (Judgment p. ~~22~~16, lines ~~63~~-~~95~~).

4.2 Storage Accounts

Storage Accounts represent a record of the amount of water in storage and available for recapture by an Appropriator or Storage Party. Storage Accounts are assessed annually and include the amount of water gained per an Appropriator's Operating Yield, water acquired via transfer, and New Yield minus the amount of water pumped and transferred to another Party. Supplemental Water used by an Appropriator or Storage Party to recharge the Beaumont Basin is added to their respective Storage Account and available for recapture.

4.2.1 Definitions

(a) Operating Yield is the maximum quantity of water which can be produced annually by the Appropriators from the Beaumont Basin, which quantity consists of Appropriative Water plus Temporary Surplus (Judgement p. 3, lines 20-22).
(b) Appropriative Water is the amount of Safe Yield remaining after satisfaction of Overlying Water Rights (Judgement p. 2, lines 26-27).
(c) Temporary Surplus is the amount of groundwater that can be pumped annually in excess of Safe Yield from a Groundwater Basin necessary to create enough additional storage capacity to prevent the waste of water (Judgement p. 5, lines 1-3).
(d) Appropriative Water Right represents each Appropriator's share of the Appropriative Water, which is expressed as a percentage of the share of the Safe Yield allocated to Appropriators in Exhibit C of the Judgement (Judgment p. 3, lines 1-2).

4.2.2 Temporary Surplus

The Appropriators were allocated a Temporary Surplus of 160,000 AF from 2003 to 2013 to increase Groundwater Storage Capacity for future conjunctive use projects and to bank some of that water for

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Number: 1 Author: avela Subject: Comment on Text Date: 2/12/2025 12:45:08 PM

I didn't see a definition for Annualized Safe Yield below. Is this supposed to replace Operating Safe Yeild in 4.2.1.a?

General Comment: Please confirm all capitalized references have a definition.

future use (Langridge et al., 2016). Column 5 of Exhibit C of the Judgement provides a breakdown of the annual Appropriator allocations of the Temporary Surplus.

4.2.3 Storage Account Calculations

Storage Accounts are assessed annually by calculating the following:

(a) The sum of the Operating Yield, the amount of water acquired (transfer of Overlying Water Right to Appropriator and transfer of water from other Appropriators or Storage Parties), and New Yield Water.

(b) Subtracting the amount of water pumped by an Appropriator or Storage Party and the amount of water transferred to another Appropriator or Storage Party.

(c) Adding Supplemental Water used by an Appropriator or Storage Party to recharge the Beaumont Basin to the Appropriator's or Storage Party's respective Storage Account.

(d) The amount of water in a Storage Account represents the volume of water stored in the Beaumont Basin that is available for recapture.

~~4.2 New Yield~~

~~In order to encourage maximization of Basin water under the Physical Solution, New Yield shall be accounted for by the Watermaster in interim periods between re-determinations of the Safe Yield.~~

~~(a) New Yield includes proven increases in yield in quantities greater than the historical level of contribution from certain recharge sources that may result from changed conditions including, but not limited to, the increased capture of rising water, increased capture of available stormflow, and other management activities that occur after February 20, 2003, as determined by Watermaster (Judgment, p. 4, lines 1-5). These increases are considered New Yield.~~

~~(b) Recharge with new locally generated water shall be credited as New Yield to the Party that creates the new recharge. The Watermaster shall make an independent scientific assessment of the estimated New Yield to be created by each proposed project based upon monitoring data. The cost of the Watermaster scientific assessment of the New Yield shall be borne by the Party applying to create it.~~

~~(c) New Yield shall be allocated on an annual basis, based upon monitoring data and review by the Watermaster. (Judgment, p. 21, lines 14-20).~~

4.3 Losses or Spills from the Basin

Water in Storage may be subject to losses. The 2013 Redetermination of the Beaumont Basin Safe Yield indicated that losses from the Beaumont Basin occur as groundwater underflow along the southern and western boundaries of the Basin (Harder, 2015). The subsequent Beaumont Basin Storage Loss Analysis (Harder, 2018) indicated that Basin losses "associated with managed supplemental water recharge are highly sensitive to the volume of recharge and the location and pumping capacity of downgradient production wells to capture the water." ~~The Watermaster shall determine if losses are occurring and report its findings in the first Basin Condition Report. If losses are~~

~~occurring, Watermaster shall determine how much water is being lost.~~ The Storage Loss Analysis (TH&C, 2018) recommended that the groundwater flow numerical model of the Beaumont Basin may be used to quantify losses on an annual basis by comparing the groundwater underflow between a scenario simulating observed conditions to one with no managed recharge. Supplemental Water stored pursuant to Groundwater Storage Agreements shall be lost prior to Basin water (i.e., unused operating safe yield) held in Storage by a Party to the Judgment.

5 RECHARGE OF SUPPLEMENTAL AND NEW YIELD WATER

5.0 In General

All ~~Groundwater~~ Supplemental and New Yield Water Recharge activities in the Beaumont Basin shall be subject to the Watermaster Rules and Regulations:

(a) The Watermaster shall calculate additions, extractions and losses, and maintain an annual account of all recharged water in the Beaumont Basin, and any losses of water supplies or Safe Yield resulting from such recharged water (Judgement p. ~~21~~15, lines ~~9~~12-1~~3~~5).

(b) The owners of existing publicly-owned recharge facilities shall cooperate with the Watermaster to expand, improve and/or preserve recharge facilities. The Watermaster shall cooperate with appropriate entities to construct and operate new recharge facilities.

(c) The Watermaster shall account for all sources of recharge and shall provide an annual accounting of the amount of recharge and the location(s) of the specific types of recharge.

(d) The Watermaster may determine to prepare a Recharge Master Plan, which Plan shall be periodically updated to account for changed conditions.

(e) The Watermaster may arrange, facilitate and provide for recharge by entering into contracts with appropriate persons, who may provide facilities and operations for the physical recharge of Supplemental and New Yield~~w~~ Water.

5.1 Sources of Supplemental Water

Supplemental Water may be obtained by the Watermaster from any available source. The Watermaster shall, however, seek to obtain the best quality of Supplemental Water at the most reasonable cost for recharge. Available sources may include, but are not limited to:

(a) Maximum beneficial use of Recycled Water, which shall be given a high priority by the Watermaster;

(b) State Project Water;

(c) Local Imported Water through facilities and methods for importation of surface and groundwater supplies from adjacent basins and watersheds;

(d) Available supplies of Metropolitan Water District;

(e) Stormwater recharge projects.

(f) Other Imported Water.

5.2 Method of Replenishment of Supplemental Water

The Watermaster may accomplish replenishment by any reasonable method, including:

(a) spreading and percolation, or injection of water in existing or new facilities,
~~(c)~~(b) in-lieu delivery arrangements and acquisition of unproduced water.

5.3 New Yield

In order to encourage maximization of Basin water under the Physical Solution (Judgement, Section V, p. 10), New Yield shall be accounted for by the Watermaster in interim periods between re-determinations of the Safe Yield.

(g) New Yield includes proven increases in yield in quantities greater than the historical level of contribution from certain recharge sources that may result from changed conditions including, but not limited to, the increased capture of rising water, increased capture of available stream flow, and other management activities that occur after February 20, 2003, as determined by Watermaster (Judgment, p. 3, lines 17-19). These increases are considered New Yield.

(h) Recharge with new locally generated water shall be credited as New Yield to the Party that creates the new recharge. The Party shall file an Application for Groundwater Storage Agreement (Watermaster Form 1) with the Watermaster to store and recapture the New Yield Water. The Watermaster shall make an independent scientific assessment of the estimated New Yield to be created by each proposed project based upon monitoring data (Judgment, p. 15, lines 16-20). The cost of the Watermaster scientific assessment of the New Yield shall be borne by the Party applying to create it.

(i) New Yield shall be allocated on an annual basis, based upon monitoring data and review by the Watermaster. (Judgment, p. 15, lines 19-20).

~~5.1 Application to Recharge Supplemental or New Yield Water~~

~~a) All recharge of Supplemental or New Yield Water shall be subject to Watermaster approval obtained by an application made to the Watermaster to protect the integrity of the Beaumont Basin.~~

~~5.2 Notice of Pending Applications~~

~~Upon receipt of an application, the Watermaster staff shall prepare a written summary and analysis of each such application. The application, along with the written summary and analysis shall be distributed to the Producers and any other interested parties not less than 21 days prior to the date the Watermaster is scheduled to consider and take action on the pending application. The cost of the summary and analysis of each application shall be borne by the applicant.~~

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Number: 1 Author: avela Subject: Comment on Text Date: 2/12/2025 12:48:46 PM

I want to make sure that we are clear that not all storm water capture facilities increase the amount of recharge above the natural recharge in a stream system. In some instances, yes it may. I want to make sure that everyone is comfortable that this language identifies this fact.

5.3 Watermaster Investigations of Applications

The Watermaster may, in its discretion, cause an investigation of the subject of a pending application. Any party to the proceeding may be requested to confer and cooperate with the Watermaster's staff and consultants, and to provide such additional information and data as may be reasonably required to complete the investigation.

5.4 Sources of Supplemental Water

Supplemental Water may be obtained by the Watermaster from any available source. The Watermaster shall, however, seek to obtain the best quality of Supplemental Water at the most reasonable cost for recharge. Available sources may include, but are not limited to:

(a) Maximum beneficial use of Recycled Water, which shall be given a high priority by the Watermaster;
(b) State Project Water;
(c) Local Imported Water through facilities and methods for importation of surface and groundwater supplies from adjacent basins and watersheds;
(d) Available supplies of Metropolitan Water District;
(e) Stormwater recharge projects.
(f) Other Imported Water.

5.5 Method of Replenishment

(a) The Watermaster may accomplish replenishment by any reasonable method, including spreading and percolation, injection of water in existing or new facilities, in-lieu delivery arrangements and acquisition of unproduced water.

6 GROUNDWATER STORAGE AGREEMENTS

6.0 In General

A substantial amount of available groundwater storage capacity exists in the Beaumont Basin that is not used for storage or regulation of ~~basin~~ Basin waters. It is essential that the use of storage capacity be undertaken only under Watermaster control and regulation so as to protect the integrity of the Beaumont Basin. The Watermaster shall exercise the regulation and control of storage primarily through the execution of Groundwater Storage Agreements (Watermaster Resolution 2005-01).

6.1 Storage and Recapture of Supplemental and New Yield Water

Storing Supplemental and New Yield Water for withdrawal, or causing withdrawal of Supplemental and New Yield ~~w~~Water unused and stored in prior years, shall be subject to the terms of a Groundwater Storage Agreement with the Watermaster. Any Supplemental and New Yield Water recharged by any P~~p~~erson not subject to the Judgement (any non-Appropriator individual, partnership, association, corporation, governmental entity or agency, or other organization) is deemed abandoned and shall not be considered ~~w~~water stored ~~stored~~ except pursuant to these Rules and Regulations and an executed Groundwater Storage Agreement.

6.2 Application for Groundwater Storage ~~of Water~~Agreement

The Watermaster will ensure that any Person, including, but not limited to, the State of California ~~and the~~ Department of Water Resources and San Gorgonio Pass Water Agency, shall ~~make~~submit an ~~a~~Application for Groundwater Storage Agreement to the Watermaster to store and ~~recover~~recapture Supplemental and New Yield ~~w~~Water as provided herein. The Watermaster shall also ensure that sufficient storage capacity shall be reserved for local Conjunctive Use projects implemented by the Appropriators.

6.3 Contents of Application for Groundwater Storage Agreements

Each Application for Groundwater Storage Agreement (Watermaster Form 1) shall include, but not be limited to, the following components:

(a) Identification and Contact Information of the Applicant
(b) Project Description
(c) Amount Requested
(d) Purpose of Storage
(e) The method and Location of Placement in Storage
(f) The method and Location of Recapture

~~The quantities and term of the storage right, which shall specifically exclude credit for any return flows;~~
~~A statement of the priorities of the storage right as against overlying, Safe Yield uses, and other storage rights;~~
~~The projected delivery rates, together with projected schedules and procedures for spreading, injection or in-lieu deliveries of Supplemental Water for direct use;~~
~~The calculation of storage water losses and annual accounting for water in storage; and~~
~~The establishment and administration of withdrawal schedules, locations and methods.~~

6.4 Supporting Documentation for Groundwater Storage Agreements

The following applications are required with the Application for a Groundwater Storage Agreement.

6.4.1 Application to Recharge Supplemental or New Yield Water

All recharge of Supplemental or New Yield Water by a Person not subject to the Judgement shall be subject to Watermaster approval obtained by an Application for Recharge (Watermaster Form 3) made to the Watermaster to protect the integrity of the Beaumont Basin. The Application for Recharge shall include information, at a minimum, on the following:

(a) Identification and Contact Information of the Applicant
(b) Identification of the source of Supplemental or New Yield Water
(c) The method of recharge (e.g., percolation, injection)
(d) The methodology for quantifying the volume of recharge on a monthly basis
(e) A description of the water quality of the source of recharge
(f) An evaluation of the potential impacts to water quality and groundwater levels in the Basin as a result of the recharge of Supplemental or New Yield Water

~~6.1~~6.4.2 ~~Relationship Between~~Application to Recapture ~~and~~ Water In Storage

Recapture of Supplemental and New Yield ~~w~~Water ~~held in a storage account~~ will generally be approved by the Watermaster via an Application to Recapture Water in Storage (Watermaster Form 4)~~as a component of and coincident with a Groundwater Storage Agreement~~. However, the Watermaster may approve a Groundwater Storage Agreement where the plan for recovery is not yet known. In such cases, the applicant for a Groundwater Storage Agreement may request Watermaster approval of the Agreement and subsequently submit and process ~~an independent~~at a later time an Application ~~for~~ to

Recapture Water in Storage to the Watermaster. The Application to Recapture Water in Storage shall include information, at a minimum, on the following:

(a) Identification and Contact Information of the Applicant
(b) The purpose of recapture
(c) The method and schedule of recapture (e.g., well extraction, exchange)
(d) The methodology for quantifying the volume of recapture on a monthly basis
(e) A description of the water quality of the water recaptured
(f) An evaluation of the potential impacts to water quality and groundwater levels in the Basin as a result of the recapture of Supplemental or New Yield Water

~~6.2 Storage of Water~~

~~Storing Supplemental Water for withdrawal, or causing withdrawal of water unused and stored in prior years, shall be subject to the terms of a Groundwater Storage Agreement with the Watermaster. Any Water recharged by any person is deemed abandoned and shall not be considered water stored except pursuant to these Rules and Regulations and a Groundwater Storage Agreement.~~

~~6.3 Application for Storage of Water~~

~~The Watermaster will ensure that any Person, including, but not limited to, the State of California and the Department of Water Resources, shall make an application to the Watermaster to store and recover water as provided herein. The Watermaster shall also ensure that sufficient storage capacity shall be reserved for local projects implemented by the Appropriators.~~

~~6.4 Contents of Groundwater Storage Agreements~~

~~Each Groundwater Storage Agreement shall include, but not be limited to, the following components:~~

~~(a) The quantities and term of the storage right, which shall specifically exclude credit for any return flows;~~
~~(b) A statement of the priorities of the storage right as against overlying, Safe Yield uses, and other storage rights;~~
~~(c) The projected delivery rates, together with projected schedules and procedures for spreading, injection or in-lieu deliveries of Supplemental Water for direct use;~~
~~(d) The calculation of storage water losses and annual accounting for water in storage; and~~
~~(e) The establishment and administration of withdrawal schedules, locations and methods.~~

6.5 Notice of Pending Applications

Upon receipt of ~~an~~ a Groundwater Storage Agreement application and supporting applications, the Watermaster ~~staff~~ shall prepare a written summary and analysis of each such application. The application along with the written summary and analysis shall be distributed to the ~~Producers~~ Applicant and any other interested ~~parties~~ Persons not less than 21 days prior to the date when the Watermaster is scheduled to consider and take action on the pending application. The cost of the written summary and analysis of each such application shall be borne by the applicant.

6.6 Watermaster Investigations of Applications

The Watermaster may, in its discretion, cause an investigation of the subject of a pending Groundwater Storage Agreement application. Any party to the proceeding may be requested to confer and cooperate with the Watermaster's staff and consultants, and to provide such additional information and data as may be reasonably required to complete the investigation.

6.7 Accounting for Water Stored

The Watermaster shall calculate additions, extractions and losses of all water stored and any losses of water supplies or Safe Yield resulting from such water stored, and keep and maintain for public record an annual accounting thereof.

6.8 Groundwater Storage Agreements

The Watermaster shall issue a Groundwater Storage Agreement (Watermaster Form 2), documenting the identification of the Storage Party, the amount of Supplemental and New Yield Water to be stored and recaptured in the Beaumont Basin, the reporting requirements of the Storage Party, the terms of the Agreement, and confirmation of the Watermaster's right to inspect the recharge and/or recapture facilities maintained and operated by the Storage Party. The Groundwater Storage Agreement will be signed by the Watermaster and the Storage Party.

The Watermaster may elect to adopt a resolution documenting the process of entering into a Groundwater Storage Agreement with a Storage Party.

7 ADJUSTMENTS OF RIGHTS

7.0 In General

In General, Overlying Parties shall have the right to exercise their respective Overlying Water Rights as decreed in Column 4 of Exhibit B to the Judgement, except to the extent provided in Section III, Paragraph 3, entitled Adjustment of Rights, of the Judgment. (Judgment, p. 6, lines 17-19). The allocation of Overlying Water Rights to each Overlying Party per Exhibit B to the Judgement was based on their individual historical usage from 1997 to 2001 and the projected maximum production for each Overlying Party, which together equaled the Beaumont Basin Safe Yield of 8,650 acre-feet per year defined at the time of the Judgement.

Subsequent 10-year redeterminations of the Safe Yield, as per section VI.5.Y of the Judgement, will require modifications to each Overlying Water Right proportionate to Exhibit B to the Judgement. The summation of all modified Overlying Water Rights shall be equivalent to the redetermined Safe Yield. The modified Overlying Water Rights shall remain in effect until the next 10-year redetermination of the Safe Yield and the approval and adoption of the redetermined Safe Yield by the Watermaster.

7.1 Overlying Water Rights and Redetermination of the Safe Yield

At the conclusion of a 10-year redetermination of the Safe Yield, the Watermaster shall prepare a draft technical report detailing the procedures and methodologies used to redetermine the Safe Yield. The report shall include a table documenting the initial Overlying Water Rights and subsequent modifications to those Overlying Water Rights for each redetermination of the Safe Yield.

If an Overlying Party has previously transferred a portion of or all of its Overlying Water Right to an Appropriator, then the Overlying Water Right will be adjusted accordingly by subtracting the transferred amount from the modified Overlying Water Right. If the modified Overlying Water Right is less than the amount previously transferred to an Appropriator, then the amount of the Overlying Water Right transferred to the Appropriator shall be reduced accordingly.

A draft of the technical report shall be presented to the Overlying Parties to review and provide comments. The Watermaster shall provide a 45-day review period for the Overlying Parties. The Overlying Parties shall provide, in writing, any comments to the Watermaster by the conclusion of the 45-day review period. The Watermaster shall respond, in writing, to the comments by the Overlying Parties within 30 days of the conclusion of the 45-day review period. The Watermaster may also consider, in their discretion, to hold a special meeting to address any technical and/or procedural questions by the Overlying Parties on the 10-year redetermination of the Safe Yield.

After the Overlying Parties comments are addressed and incorporated into the 10-year Redetermination of the Safe Yield technical report, the Watermaster shall consider approving the redetermined Safe Yield at a Watermaster Regular Meeting. The Watermaster shall document the approval of the redetermined Safe Yield in a resolution adopted by the Watermaster at a regular meeting. The resolution adopted by the Watermaster shall include a date for when the redetermined Safe Yield is effective for the Beaumont Basin.

~~7.0~~7.2 ~~In General~~Adjustment of Overlying Water Rights

~~In General, Overlying Parties shall have the right to exercise their respective Overlying Water Rights except to the extent provided in Section III, Paragraph 3, entitled Adjustment of Rights, of the Judgment. (Judgment, p. 8, lines 12-14).~~

~~(a)~~ To the extent any Overlying Party requests, and uses its adjudicated water rights to obtain water service from an Appropriator Party, an equivalent volume of potable groundwater shall be earmarked by the Appropriator Party which will serve the Overlying Party, up to the volume of the Overlying Water Rights as reflected in Column 4 of Exhibit "B" of the Judgment, for the purpose of serving the Overlying Party. (Judgment, p. ~~8~~6, lines ~~15~~20-~~27~~24).

~~(b)~~ When an Overlying Party receives water service as provided for in paragraph 7(a), the Overlying Party shall forebear the use of that volume of the Overlying Water Right earmarked by the Appropriator Party. The Appropriator Party providing such service shall have the right to produce the volume of water foregone by the Overlying Party, in addition to other rights otherwise allocated to the Appropriator Party. (Judgment, p. ~~8~~7, lines ~~28~~1– ~~p. 9, line 7~~5).

~~(c)~~ Should the volume of the Overlying Water Right equal or exceed the volume of portable groundwater earmarked as provided in paragraph 7(a), the Appropriator Party which will serve the Overlying Party shall:

~~i.~~a) Impose potable water charges and assessments upon the Overlying Party and its successors in interest at the rates charged to the then-existing regular customers of the Appropriator Party, and

~~ii.~~b)Not collect from such Overlying Party any development charge that may be related to the importation of water into the Beaumont Basin. (Judgment, p. 7, lines 6–12).

If an Appropriator Party provides recycled water to serve an overlying use served with groundwater, then the Overlying Water Right shall not be diminished by the receipt of recycled water~~.~~ (Judgment, p. 7, lines 16–18).

~~(d)~~ The Appropriator Party which will serve the Recycled Water shall have the right to use that portion of the Overlying Water Right of the Overlying Party offset by the provision of Recycled Water service; provided, however, that such right of use by the Appropriator Party shall no longer be valid if the Recycled Water, provided by the Appropriator Party to the Overlying Party, does not satisfy the requirements of Sections 13550 and 13551 [of the Water Code] and the Overlying Party ceases taking delivery of such Recycled Water (Judgement, p. 7, lines 21-27).

~~7.1~~7.3 Notice of Adjustment of Rights from an Overlying ~~Pumper~~ Party to an Appropriator

The Overlying ~~Pumper~~ Party and Appropriator shall complete a Notice ~~of Adjustment of Rights (Form 5 – Notice~~ to Adjust Rights of an Overlying Party ~~d~~Due to Proposed Provision of Water Service by an Appropriator (Watermaster Form 5) and file it with the Watermaster.

Required supplemental documentation to be filed with a Form 5 includes the following:

(a) a map identifying the individual Overlying Party parcel(s) receiving potable water service by the Appropriator;

(b) a listing of the parcel(s) by their current (by the date of the Form 5 submittal) Assessor's Parcel Number (APN), the original APN of the parcel(s) listed in Exhibit D of the Judgement, the volume(s) of potable water served to each parcel, and the total volume of potable water served in the calendar year;

(c) Additional supplemental documentation of water served shall be submitted, if applicable, for subsequent years until the total volume of water served is equal to the volume of "Earmarked Water" listed in the executed Form 5 between the Overlying Party and Appropriator.

7.4 Accounting for Transfers

~~(a)~~ ~~.~~Watermaster shall maintain an accounting of acquisitions by Appropriators of water otherwise subject to Overlying Water Rights as the result of the provision of water service by an Appropriator. The Watermaster shall maintain an accounting of ~~-~~all transfers, and such accounting shall be included in the Annual Report and other relevant Watermaster reports as appropriate.

~~7.2~~7.5 Transfer of Water Between Appropriators

Any Appropriator may transfer all or any portion of its ~~Appropriator's Production Right or Operating Yield~~Storage Account that is surplus to its needs to another Appropriator in accordance with these Rules and Regulations. The Appropriators shall file a Transfer of Right to Recapture Water in Storage Between Appropriators (Watermaster Form 8) with the Watermaster to document the agreed-upon transfer of a specific quantity of water from the Transferor's Storage Account to the Transferee's Storage Account. The Watermaster shall maintain an accounting of all transfers, and such accounting shall be included in the Annual Report and other relevant Watermaster reports as appropriate.

~~7.3~~7.6 Availability of Unused Overlying Production and Allocation to the Appropriator Parties

Except as provided for in Section 7.0 herein, to the extent that groundwater pumping by an ~~o~~Overlying P~~p~~arty to the Judgment does not exceed five times the share of safe yield ~~assigned~~ allocated to the ~~o~~Overlying ~~p~~Party during any five-year period (see column 4 of Exhibit B to the Judgment), the amount of groundwater not produced by such ~~overlying~~ Overlying P~~p~~arty pursuant to its rights under the Judgment shall be available for allocation to the ~~appropriator~~ Appropriator ~~p~~Parties in accordance with their respective percentage shares of unused safe yield (see column 3 of Exhibit C to the Judgment). The availability and allocation of any such groundwater not produced by the ~~o~~Overlying P~~p~~arties in accordance with their rights under the Judgment shall be first determined in fiscal year 2008/09 and every year thereafter. The table below illustrates the allocation process anticipated ~~in the~~for the first 10 years of the Judgment.

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Number: 1 Author: avela Subject: Comment on Text Date: 2/12/2025 12:51:37 PM
This information would likely be available after the submittal of Form 5. Is this an estimated amount or is supplemental information as listed in (c).

Available Unused Overlying Production in Fiscal	Will be Allocated to the Appropriator Parties in Fiscal
2003/04	2008/09
2004/05	2009/10
2005/06	2010/11
2006/07	2011/12
2007/08	2012/13
2008/09	2013/14
2009/10	2014/15
2010/11	2015/16
2011/12	2016/17
2012/13	2017/18

Groundwater not produced by the Oo~~o~~verlying p~~P~~arties in accordance with their rights under the Judgment and determined to be available for allocation to the ~~appropriator~~ Appropriator p~~P~~arties pursuant hereto may be utilized by the ~~appropriator~~ Appropriator p~~P~~arties in accordance with the terms of the Judgment and these Rules and Regulations. Neither this rule nor its operation shall be deemed or construed in any way to change, limit or otherwise affect any rights awarded to and held by the ~~overlying~~ Overlying p~~P~~arties pursuant to the Judgment. Nor shall this rule or its operation result in any liability to the Oo~~o~~verlying p~~P~~arties or be deemed or construed as a transfer, assignment, forfeiture or abandonment of any overlying rights under the Judgment.

8 COORDINATION WITH THE SAN GORGONIO PASS WATER AGENCY AND OTHER AGENCIES

8.0 In General

The San Gorgonio Pass Water Agency ("Agency") was established by the California Water Uncodified Act No. 9099. The Agency has contracted with the California Department of Water Resources to import as much as 17,300 acre feet of water from the California State Water Project. ~~As of 2004, the Agency is importing, at its sole cost and expense, up to 2,000 acre feet of State Water Project water per year for recharge in the Beaumont Basin.~~

8.1 Potential Conflict

The Agency has expressed concern that the exercise of its powers may conflict with the powers of the Watermaster, a concern that the Watermaster has acknowledged.

8.2 Coordination of Water Resources Management Activities

The Judgment provides that any Person may make reasonable beneficial use of the Groundwater Storage Capacity for the storage of Supplemental Water; provided however that no such use shall be made except pursuant to a written Groundwater Storage Agreement with the Watermaster. (Judgment, p. 15, lines 1~~7~~-~~21~~4). Therefore, in order to minimize the potential for conflict, the Watermaster is authorized to coordinate with the Agency, or other agencies such reasonable Groundwater Storage Agreements. Each such Agreement shall address (for example) whether the management activity that is the subject matter of the Agreement will increase or deplete water supplies, enhance or impair water quality, is engineeringly feasible, and whether it will provide the greatest public good with the least private injury.

8.3 Groundwater Storage Agreement with San Gorgonio Pass Water Agency

The Watermaster accepted the Agency's Groundwater Storage Agreement application in February 2018 (Watermaster Resolution 2018-01) and granted a Storage Account for up to 10,000 acre-feet of Stored Water to the Agency. The Agency purchases State Water Project (SWP) water when available to recharge the Beaumont Basin via the Beaumont Avenue Recharge Facility and/or the Brookside East Recharge Facility. SWP water purchased from an Appropriator and used to recharge the Beaumont Basin will go directly into the Appropriator's Storage Account; SWP water purchased by the Agency and used to recharge the Beaumont Basin will be placed into the Agency's Storage Account.

Water in the Agency's Storage Account may be purchased and transferred from the Agency's Storage Account to an Appropriator's Storage Account. The Agency does not own or operate extraction facilities, and so would not extract any of the water from its Storage Account.

9 REVIEW PROCEDURES

9.0 In General

Nothing in the Judgment or these rules and regulations shall be deemed to prevent any party from seeking judicial relief against any other party whose pumping activities constitute an unreasonable interference with the complaining party's ability to extract groundwater. Any and all disputes between and among the Producers and/or the Watermaster shall be addressed expeditiously and resolved, if possible, amicably, in accordance with the following procedures.

9.1 Complaints or Contesting an Application

Any Producer or interested person may file a written complaint with the Watermaster concerning matters other than applications to recharge (Section 5), or store (Section 6), or contest an application to recharge or store water. The written complaint or objection shall describe the basis for the complaint or objection and the underlying facts and circumstances. Such complaint or objection shall be filed with the Watermaster at least fourteen (14) days before the item is to be agendized for the Watermaster Committee. The Watermaster staff shall provide notice of the complaint or objection to all interested parties.

(a) Answering the Complaint or Objection. At the discretion of the affected Party , a written answer to a complaint or objection may be filed at the time it is presented to the Watermaster Committee for consideration. In lieu of immediately answering the complaint or objection, the Party may request a reference to a two-member subcommittee of the Watermaster for review, discussion, and potential resolution prior to the item being agendized for Watermaster consideration.

(b) Continuance for Good Cause. An affected Party may also request a continuance to a subsequent Watermaster meeting (without reference to a subcommittee) and the request may be granted by the Watermaster's staff where good cause exists.

(c) Investigation by Watermaster. The Watermaster may, in its discretion, cause an investigation of the subject matter of the complaint. Any party to the proceeding may be requested to confer and cooperate with the Watermaster, its staff or consultants to carry out such investigations, and to provide such information and data as may be reasonably required.

(d) Uncontested Applications. The Watermaster shall consider and may approve or deny any uncontested application to recharge or store water at a regularly-scheduled meeting of the Watermaster. Where good cause appears, the Watermaster may also, conditionally approve, or continue an uncontested application to a future meeting. If the Watermaster staff recommendation to the Watermaster is to deny an application it shall first be referred to a two-member subcommittee of the Watermaster for review, discussion and potential resolution with the applicant.

(e) Judicial Review. Any action, decision, rule or procedure of the Watermaster shall be subject to review by the Court on its own motion or on timely motion by any Party as follows:

i. Effective Date of Watermaster Action: Any order, decision or action of the Watermaster pursuant to the Judgment or these Rules and Regulations on noticed specific agenda items shall be deemed to have occurred on the date of the order, decision or action.

ii. Notice of Motion for Judicial Review: Any Party May, by a regularly noticed motion, petition the Court for review within 90 days of the action or decision by Watermaster, except motions for review of assessments under the Judgment shall be filed within 30 days of mailing of the notice of the assessment. The motion shall be deemed to be filed and served when a copy, conformed as filed with the Court, has been delivered to the Watermaster staff, together with a service fee sufficient to cover the cost of photocopying and mailing the motion to each Party. The Watermaster staff shall prepare the copies and mail a copy of the motion to each Party or its designee according to the official service list that shall be maintained by the Watermaster staff pursuant to the Judgment. Unless ordered by the Court, any petition shall not operate to stay the effect of any Watermaster action or decision which is challenged.

iii. De Novo Nature of Proceeding: Upon filing of a petition to review a Watermaster action, the Watermaster shall notify the Parties of a date when the Court will take evidence and hear argument. The Court's review shall be de novo and the Watermaster decision or action shall have no evidentiary weight in such proceeding.

iv. Decision: The decision of the Court in such proceedings shall be an appealable Supplemental Order in this case. When it is final, it shall be binding upon the Watermaster and the Parties.

10 WATERMASTER FORMS

10.0 In General

In order to facilitate and expedite he performance of its duties, the Watermaster may, from time-to-time, develop standardized forms for the transaction of business. Such forms shall be adopted by minute action of the Watermaster Board.

10.1 Approved Forms

The following standardized forms shall be used, except when good cause exists for the use of a customized format:

1) Application for Groundwater Storage Agreement.
2) Groundwater Storage Agreement.
3) Application for Recharge.
4) Application (or Amendment to Application) to Recapture Water in Storage.
5) Notice to Adjust Rights of an Overlying Party due to Proposed Provision of Water Service by an Appropriator.
6) Request for Notice or Waiver of Notice and Designation of Address for Notice and Service.
7) Notice of Transfer of Appropriator Production Right or Operating Yield Between Appropriators.
8) Transfer of Right to Recapture Water in Storage Between Appropriators.
9) Water Level Field Form

11 REFERENCES

California Department of Water Resources (DWR), 2010. Groundwater Elevation Monitoring Guidelines. December 2010.

California Department of Water Resources (DWR), 2016. Monitoring Protocols, Standards, and Sites BMP, Best Management Practices for the Sustainable Management of Groundwater. December 2016.

Cunningham, W.L., and Schalk, C.W., comps., 2011, Groundwater Technical Procedures of the U. S. Geological Survey: U. S. Geological Survey Techniques and Methods 1-A1, 151 p.

Harder, Thomas. 2015. 2013 Reevaluation of the Beaumont Basin Safe Yield. Prepared by Thomas Harder & Co. in association with Alda, Inc. Prepared for the Beaumont Basin Watermaster. April 3.

Harder, Thomas. 2018. Beaumont Basin Storage Loss Analysis. Prepared by Thomas Harder & Co. in association with Alda, Inc. Prepared for the Beaumont Basin Watermaster. September 6.

Langridge, R., Brown, A., Rudestam, K., and Conrad, E. 2016. An Evaluation of California's Adjudicated Groundwater Basins. Prepared for the State Water Resources Control Board. October 1.

Wildermuth Environmental, Inc. 2005. Integrated Regional Water Management Program for the San Timoteo Watershed (Formerly, San Timoteo Watershed Management Program) Draft Report. Prepared for the San Timoteo Watershed Management Authority. January 24.

- END OF RULES AND REGULATIONS -

BEAUMONT BASIN WATERMASTER

APPLICATION
FOR
GROUNDWATER STORAGE AGREEMENT

APPLICANT

_____
Name

_____
Address for Notice

_____ _____ _____
City State Zip Code

For Staff Use Only

Date Requested: _____
Date Approved: _____
Amount Requested: _____ acre feet
Amount Approved: _____ acre feet
Agreement No.: _____

Contact Name:_____ Telephone: _____

Facsimile: _____ Email:_____

DATE OF APPLICATION:_____

AMOUNT OF STORAGE REQUESTED:_____

PURPOSE OF STORAGE – Check all that may apply

[ ] Stabilize or reduce future water costs/assessments.
[ ] Facilitate utilization of other available sources of supply.
[ ] Facilitate replenishment under certain well sites.
[ ] Preserve pumping right for a changed future potential use.
[ ] Other, explain

_____
_____
_____
_____
_____
_____
_____
_____

METHOD AND LOCATION OF PLACEMENT IN STORAGE – Check and attach all that may apply

[ ] Recharge (Complete and Submit Watermaster Form 3 with this application).
[ ] Assignment in-lieu of Production.
[ ] Other, explain

_____
_____
_____
_____
_____
_____

METHOD AND LOCATION OF RECAPTURE FROM STORAGE – Check and attach all that may apply

[ ] Pump from my well(s) (Complete and Submit Watermaster Form 4 with this application).
[ ] Other, explain

_____
_____
_____
_____
_____
_____

ADDITIONAL INFORMATION ATTACHED Yes [ ] No [ ]

Describe:

_____
_____
_____
_____
_____
_____
_____

_____
Applicant's Signature

_____
Print Name

_____
Title

Page: 45

Number: 1 Author: avela Subject: Sticky Note Date: 2/12/2025 12:55:18 PM
Should this be a board member signature of proof that signer has been given the authority by board.

BEAUMONT BASIN WATERMASTER

GROUNDWATER STORAGE AGREEMENT #_____

THIS GROUNDWATER STORAGE AGREEMENT is made and entered into this _____ day of _____, by and between the Beaumont Basin Watermaster ("Watermaster"), and _____ (herein " Storage Party"), pursuant to the Judgment.

SCOPE OF PERMISSION TO STORE. Permission is hereby given to the Storage Party, pursuant to the terms and conditions hereof, to store _____ acre-feet of Supplemental and New Yield Water (herein “Stored Water”) in the Beaumont Basin and to recapture the same for reasonable beneficial use as set forth in the forms or attachments below. The permission to store Stored Water under this Groundwater Storage Agreement is not transferable or assignable.

RELEVANT APPLICATIONS. The following Applications are relevant to this Agreement:

[ ] Application for Groundwater Storage Agreement (Watermaster Form 1), dated _____.

[ ] Application for Recharge (Watermaster Form 3), dated _____.

[ ] Application (or Amendment to Application) to Recapture Water in Storage (Watermaster Form 4), dated _____.

TERM OF AGREEMENT. This Agreement may be terminated by the Watermaster upon 90 days written notice to the Storage Party. Except for losses or other factors as Watermaster may establish, any Stored Water at the time of termination of this Agreement shall be credited to the Storage Party for recapture. Termination shall affect termination of the right to place Supplemental and New Yield Water in storage, but shall not impact the integrity of Stored Water or the right to recapture the same.

APPLICABILITY. This Agreement and all provisions thereof are applicable to and binding upon the parties hereto, and upon their respective heirs, executors, administrators, successors, assigns, lessors and licensees and upon the agents, employees and attorneys in fact of all such persons. Storage capacity is not assignable. Stored Water may be assigned, sold, leased or transferred as herein or subsequently approved.

RECAPTURE. Storage Party may recapture Stored Water by the direct extraction of groundwater from the Beaumont Basin pursuant to a Watermaster-approved Application to Recapture Water in Storage (Watermaster Form 4). The Watermaster reserves the right to solely determine whether significant adverse impacts will result to the Beaumont Basin and to other Producers by reason of such recapture and shall either approve, deny, or modify any proposed recapture schedule included in the Application to Recapture Water in Storage.

ACCOUNTING FOR STORED WATER. Watermaster shall maintain a continuing account of Stored Water in a Storage Party's account, which shall be available for review upon reasonable notice by Storage Party.

REPORTS TO WATERMASTER. Storage Party shall file with the Watermaster such reports, forms, or additional information as may be reasonably required by the Watermaster in order to maintain accurate information as to the storage, losses and recapture of Stored Water.

THE WATERMASTER'S RIGHT TO INSPECT. The Watermaster shall have the right to inspect, at reasonable times, the records and facilities of the Storage Party with respect to the storage and recapture of Stored Water in the Beaumont Basin.

NOTICE. Any notices may be given by mail postage prepaid, addressed as follows:

Watermaster Beaumont Basin Watermaster
_____
_____

Storage Party _____
_____
_____

SPECIAL CONDITIONS: The permission granted herein is subject to the following additional conditions:

_____
_____
_____
_____
_____
_____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers.

BEAUMONT BASIN WATERMASTER

By _____

_____
Print Name

_____
Title

STORAGE PARTY

1

_____
Name

By _____

_____
Print Name

_____
Title

Page: 47

Number: 1 Author: avela Subject: Sticky Note Date: 2/12/2025 12:56:40 PM
Should we require proof of signature authority or include attorney signature as well?

BEAUMONT BASIN WATERMASTER

NOTICE TO ADJUST RIGHTS OF AN OVERLYING PARTY DUE TO PROPOSED PROVISION OF WATER SERVICE BY AN APPROPRIATOR

Please take notice that _____ ("Appropriator") proposes to provide retail water service to _____ ("Overlying Owner") and that _____ acre feet ("Earmarked Water") of Overlying Water Rights will be transferred to the Appropriator when the Overlying Owner receives water service.

Notice is hereby given that the Watermaster will reduce the Overlying Owner's Overlying Water Right(s) (as shown in Exhibit B, Column 4 of the Judgment and modified by the redetermination of safe yield) by the amount of Earmarked Water and adjust the Appropriative Water Rights of the Appropriator effective on the day when water service is first provided by the Appropriator.

OVERLYING OWNER	**APPROPRIATOR**
_____ Overlying Party	_____ Appropriator Party
_____ Authorized Agent – Print Name	_____ Authorized Agent – Print Name
_____ Title	_____ Title
_____ Signature	_____ Signature
_____ Date	_____ Date
_____ Address for Notice	_____ Address for Notice
_____ Telephone	_____ Telephone
_____ Email Address	_____ Email Address

For Watermaster Use
Date Form is Received:
Date Earmarked Water is First Used:

Page: 48

Number: 1 Author: avela Subject: Sticky Note Date: 2/12/2025 1:00:44 PM
Should we list out the addtional information required as listed in the Rules /Regs Section 7.3

BEAUMONT BASIN WATERMASTER

TRANSFER OF APPROPRIATOR PRODUCTION RIGHT OR OPERATING YIELD BETWEEN APPROPRIATORS

Notice is hereby given that commencing on January 1, _____ and terminating on December 31, _____, _____ ("Transferor") hereby transfers to _____ ("Transferee") the quantity of _____ acre-feet of corresponding Appropriator Production Right or Operating Yield adjudicated to Transferor or its predecessor in interest in the Judgment rendered in the Case of SAN TIMOTEO WATERSHED MANAGEMENT AUTHORITY vs. CITY OF BANNING, et. Al., RIC 389197, entered on February 4, 2004 and amended March 14, 2019.

TRANSFEROR	**TRANSFEREE**
_____ Entity Name	_____ Entity Name
_____ Authorized Agent – Print Name	_____ Authorized Agent – Print Name
_____ Title	_____ Title
_____ Signature	_____ Signature
_____ Date	_____ Date
_____ Address for Notice	_____ Address for Notice
_____ Telephone	_____ Telephone
_____ Email Address	_____ Email Address

For Watermaster Use
Date Form is Received:
Date Earmarked Water is First Used:

Page: 49

Number: 1 Author: avela Subject: Sticky Note Date: 2/12/2025 1:03:18 PM
Should we require proof of signature authority (e.g. minutes of board action)

BEAUMONT BASIN WATERMASTER

TRANSFER OF RIGHT
TO
RECAPTURE WATER IN STORAGE BETWEEN APPROPRIATORS

[1]

_____("Transferor") hereby transfers to _____("Transferee") the right to recapture the quantity of _____ acre-feet of water stored by Transferor pursuant to the Judgment rendered in the Case of SAN TIMOTEO WATERSHED MANAGEMENT AUTHORITY vs. CITY OF BANNING, et al., RIC 389197 entered February 4, 2004 and amended March 14, 2019.

_____ _____
Transferor Transferee

_____ _____
By By

Executed this _____ day of _____ at _____, California.

Watermaster Approved: _____

Page: 50

Number: 1 Author: avela Subject: Sticky Note Date: 2/12/2025 12:53:56 PM
Should a proof of board action from each agency involved be included?

Attachment 3

Comments Received from Jennifer Ares, Beaumont Basin Watermaster Member, on the Proposed Revisions to the Beaumont Basin Watermaster Rules & Regulations and Watermaster Forms

Received: February 24, 2025

1 GENERAL PROVISIONS

1.0 In General

In general, the Beaumont Basin Watermaster will strive to accomplish as many of its specific duties as is feasible and practical by entering into agreements with the Parties for the performance of those duties (e.g., meter installation, testing and maintenance, meter reading, water level measurement, etc.). Nothing herein shall conflict with the terms of the Judgment.

1.1 Definitions

The terms used in these Rules and Regulations shall have the same meanings as set forth in Section 1, Paragraph 3 of the Judgment, unless the context shall clearly indicate a different meaning. The following additional terms are defined for the purposes of these Rules and Regulations:

(a) "Annual or Year" means a ~~fiscal~~ calendar year, ~~July~~ January 1 through ~~June~~ December 3~~0~~1 ~~following~~, unless the context shall clearly indicate a different meaning.

(b) "Judgment" means the Amended Judgment Pursuant to Stipulation Adjudicating Groundwater Rights in the Beaumont Basin dated ~~February~~ March 4~~14~~, ~~2004~~ 2019 in the Riverside Superior Court, Case No. RIC 389197.

(c) "New Yield Water" means water derived from an increase in yield in quantities greater than historical amounts from sources of supply including, but not limited to, capture of available stream flow and rising groundwater, by means of projects constructed after February 20, 2003.

(d) "Party" or "Parties" means any Person(s) named in the Judgement, or who has intervened, or has become subject to the Judgement either through stipulation, trial or otherwise.

~~(b)~~(e) "Producer" or "Pumper" means any Person who extracts groundwater from the Beaumont Basin.

(f) "Salt Credits" means an assignable credit that may be granted by the Regional Water Quality Control Board and computed by the Watermaster from activities that result from the removal of salt from the Basin, or that result in a decrease in the amount of salt entering the Basin. Salt Credits may be used by Appropriators to facilitate implementation of the Integrated Regional Water Management Program for the San Timoteo Watershed (Wildermuth, 2005) ~~Beaumont Basin Water Resources Management Plan~~ and as an offset against potential impacts associated with discrete projects. This does not preclude development of Salt credits by Appropriators implementing projects through agreements with their users.

(g) "Storage Account" represents a record of the amount of water stored in the Beaumont Basin and available for recapture by an Appropriator or Party subject to a Groundwater Storage Agreement. A Storage Account is assessed annually and includes water gained as a share of an Appropriator's Operating Yield, water acquired by transfer, New Yield, and Supplemental Water

minus the amount of water pumped from the Beaumont Basin and water transferred to another Appropriator or Storage Party.

(h) "Storage Party" represents a Party that entered into an executed Groundwater Storage Agreement with the Watermaster. A Storage Party has acquired permission from the Watermaster to store a limited amount of Stored Water in the Beaumont Basin and may recapture the same Stored Water for reasonable beneficial use while not adversely impacting the beneficial uses of other Producers in the Basin.

(i) "Stored Water" means Supplemental Water and New Yield Water stored in the Beaumont Basin pursuant to a Groundwater Storage Agreement with the Watermaster.

~~(e)~~(j) "Supplemental Water" means water imported into the Beaumont Basin from outside the Beaumont Basin including, without limitation, water diverted from creeks upstream and tributary to Beaumont Basin and water which is recycled and useable withing the Beaumont Basin.~~.~~

~~(d)~~(k) "Watermaster" and "Watermaster Committee" means the 5-member committee of the Beaumont Basin Watermaster composed of persons nominated by the City of Banning, the City of Beaumont, the Beaumont-Cherry Valley Water District, the South Mesa Mutual Water Company and the Yucaipa Valley Water District, each of whom shall have the right to nominate one representative who shall be an employee of or consultant to the nominating agency.

Definition for recapture

2 ADMINISTRATION

2.0 Principal Office

The principal office of the Watermaster shall be:

Office of the Watermaster Secretary
c/o Beaumont-Cherry Valley Water District
560 Magnolia Avenue
Beaumont, CA 92223

or at such other location as may be designed from time-to-time by the Watermaster by resolution.

2.1 Records

All records of the Watermaster shall be available for public inspection pursuant to the California Public Records Act, except as otherwise provided by law. Paper ~~C~~copies of such records may be obtained upon payment of the cost of duplication. Digital copies of the Judgement, Resolutions adopted by the Watermaster, the Watermaster Rules and Regulations, annual Watermaster reports, 10-year Redeterminations of the Safe Yield of the Beaumont Basin, and other documents may be accessed at the Beaumont Basin Watermaster website located at https://beaumontbasinwatermaster.org.

2.2 Meetings of the Watermaster

The Watermaster shall conduct regular meetings on the first Wednesday of every even numbered month. Special meetings and workshops may be called as necessary to conduct the business of the Watermaster. All meetings of the Watermaster shall be open in public and conducted in accordance with the provisions of the California Open Meeting Law (Brown Act).

2.3 Quorum

A majority of the 5-member ~~committee~~ board, which is 3 members acting as the Watermaster shall constitute a quorum for the transaction of business.

2.4 Voting Procedures

Only action by affirmative vote of a majority of the members of the Watermaster Committee shall be effective, per Brown Act procedures.

2.5 Employment of Experts and Agents

The Watermaster may employ or retain such administrative, engineering, geologic, hydrogeologic, accounting, legal or other specialized personnel and professional consultants as it may deem appropriate.

2.6 Acquisition of Facilities

The Watermaster may purchase, lease and acquire all necessary real and personal property, including facilities and equipment.

2.7 Investment of Funds

The Watermaster may hold and invest all Watermaster funds in investments authorized from time-to-time for public agencies of the State of California, pursuant to a Statement of Investment Policy adopted by the Watermaster Committee on March 9, 2004 as documented in Watermaster Resolution 2004-01.

2.8 Borrowing

The Watermaster may borrow, from time-to-time, amounts not exceeding annual receipts (payments on funds borrowed to implement Watermaster projects and programs must be included in Watermaster assessments such that they are part of Watermaster's annual receipts).

2.9 Contracts

The Watermaster may enter into contracts and agreements for the performance of any of its powers, and may act jointly or cooperate with agencies of the United States, the State of California, or any political subdivisions, municipalities, special districts or any person.

Pursuant judgement and 12+R 15

2.10 Budgets

The Watermaster shall prepare a proposed annual administrative budget for the upcoming fiscal year (July 1 – June 30 of subsequent year) for Watermaster review. The Watermaster shall hold a public hearing on each such budget prior to adoption. Budgets shall be prepared in sufficient detail so as to make a proper allocation of the expenses and receipts. The adopted budget shall be funded in the upcoming fiscal year through assessments made pursuant to the Judgment. Expenditures within budgeted items may thereafter be made by the Watermaster as a matter of course (Judgment p. 2215, lines 253-275 and p. 16, lines 1-2).

2.11 Assessments

Pursuant to the Judgment, Watermaster is empowered to levy and collect the following assessments:

(a) Annual Replenishment Assessments. The Watermaster shall levy and collect assessments in each year, in amounts sufficient to purchase replenishment water to replace Overproduction by any Party from the prior ~~fiscal~~ calendar year. Replenishment assessments shall be collected not later than ~~October~~ April 1 of ~~each~~ the subsequent year. Under no circumstances shall Overlying Parties be required to pay assessments for pumping in an amount up to that set forth in column 4 of Exhibit B of the Judgment, subject to Section III of the Judgment.

(b) Annual Administrative Assessments. Annually, not later than the June meeting of the Watermaster, a General Administrative Budget shall be adopted for the ensuing fiscal year for the purpose of funding General Administration Watermaster Expenses. The General Watermaster Administration Expenses shall include office rent, labor, supplies, office equipment, incidental expenses and general overhead. General Watermaster Administration Expenses will be assessed equally among the Appropriators who have appointed representatives to the Watermaster (Judgment, p. ~~19~~12, lines ~~21~~9-~~27~~17).

(c) Special Project Assessments. Special Project Assessments will be levied to cover special project expenses including: special engineering, economic or other studies, litigation expenses, meter testing or other major operating expenses. Each such project shall be assigned a task order number and shall be separately budgeted and accounted for. Special Project Expenses shall be allocated to the Appropriators, or portion thereof, on the basis of benefit. This may be accomplished through the identification and implementation of Special Project Committees. A Specific Project Committee may involve a specific Party or any group of Parties, provided that no Party shall be involved without its approval (Judgment, p. ~~20~~14, lines 1~~4~~-19). Special Project Assessments shall be invoiced upon approval of a budget and a scope of work for a Special Project by Project Committee.

(d) Supplemental Assessments. Supplemental Assessments may be levied based on incurring unbudgeted or unforeseen expenses as approved by Watermaster. Examples include Special Project expenses for litigation in which Watermaster has taken action to participate. All Supplemental Assessments shall reference the Watermaster action authorizing same and be invoiced within one ~~week~~ month of the Watermaster action.

(e) Assessment Procedure. Assessments shall be levied and collected as follows:

i. Notice of Assessment. The Watermaster shall give written notice of all applicable assessments to each producer in the form of an invoice.

ii. Payment. Each assessment shall be payable on or before thirty (30) days after the date of invoice, and shall be the primary obligation of the party or successor owning the water production facility at the time written notice of assessment is given, even though prior arrangement for payment by others has been made in writing and filed with the Watermaster.

iii. Delinquency. Any delinquent assessment shall incur a late charge of 10% per annum (or such greater rate as shall equal the average current cost of borrowed funds to the Watermaster) from the due date thereof.

iv. Assessment Adjustments. The Watermaster shall make assessment adjustments as necessary for the reporting period as either a credit or a debit in the next occurring assessment period unless otherwise reasonably decided by the Watermaster.

v. Collection of Delinquent Assessments. The Watermaster may bring suit in a Court having jurisdiction against any Producer for the collection of any delinquent assessments and interest thereon. The Court, in addition to any delinquent assessments, may award interest and reasonable costs including attorneys' fees.

(f) Salt Credits. Watermaster may establish a method of calculating salt credits in the future as part of a conjunctive use program or as part of the maximum benefit objectives demonstration program for discrete projects.

nevermind this strikeout

Didn't we strike this

2.12 Annual Report

A draft annual report shall be prepared by May and final report shall be prepared by July of each year (Watermaster Resolution 2011-01). At a minimum, the annual report will describe Watermaster's operations, assessments and expenditures, and a review of Watermaster activities. The annual report shall also include a summary report describing and updating the state of the groundwater basin, including the status of monitoring, storage, water quality, any basin condition information collected or analyzed and a current active party list.

2.13 Basin Condition Report

The Watermaster shall prepare, at least once every two years, a "state of the groundwater basin" report including an update on the status of monitoring, storage and water quality.

2.14 Interventions

Any Person who is neither a Party to the Judgment nor a successor or assignee of a Party to the Judgment may seek to become a party to the Judgment by filing a petition in intervention. Watermaster will provide a standard form for interventions should the need arise, and will report on any such interventions in its annual report. Interveners shall have no water rights under the Judgment (unless acquired from an Appropriator Party).

2.152.13 Notice and Waiver of Notice

Pursuant to the Judgment, each Party shall designate, in writing, the name and address to be used for purposes of all subsequent notices and services under the Judgment. Such designation may be changed by filing a written notice with the Watermaster. Any Party desiring to be relieved of receiving notices of Watermaster activity may file a waiver of notice on a form to be provided by the Watermaster. Watermaster staff shall maintain, at all times, a current list of Parties to whom notices are to be sent and their addresses for the purposes of service as well as a current list of the names and addresses of all parties or their successors and assigns. Copies of such lists shall be available to any Person.

and approved by judge?

~~2.16~~2.14 Watermaster Alternates

To ensure consistency in the administration of the affairs of the Watermaster, the members of the Watermaster Committee will endeavor to attend all meetings of the Watermaster. However, from time-to-time the press of business may prevent such regular attendance. Therefore, the members of the Watermaster agencies may appoint an alternate member to the Watermaster Committee who, in the absence of the regular member, shall, if present, participate in a meeting of the Watermaster the same as if the alternate member were a regular member of the Watermaster Committee. Each alternate member must hold a senior management position within the organization of the appointing Watermaster member agency.

and approved by judge

use records, if unmetered). The report shall be due on the fifteenth (15th) day of the month next succeeding the end of each respective month. Appropriators shall report groundwater levels and Overlying Owner production along with such additional information as may be necessary to complete the Watermaster monitoring program through Agreements with the Watermaster. Producers producing 10 acre-feet or less per year shall file an annual report of their total water production during the preceding fiscal year by the 15th of July of each year on forms provided therefore.

3.3 Groundwater Level Measuring and Reporting Procedures

The watermaster will carry out all groundwater measuring activities in accordance with the procedures identified hereafter and in accordance with the Groundwater Elevation Monitoring Guidelines issued by the California Department of Water Resources (DWR, 2010) for the California Statewide Groundwater Elevation Monitoring (CASGEM) program and the Monitoring Protocols, Standards, and Sites Best Management Practices issued by DWR to assist in the development of monitoring protocols for Groundwater Sustainability Plans (DWR, 2016).

To the extent possible, groundwater level monitoring events shall be coordinated so that measurements are taken in the late spring and late fall to record the annual highs and lows, respectively, in groundwater levels in the Beaumont Basin.

3.3.1 Communication and Planning

The Beaumont Basin Watermaster and representatives of the Watermaster will conduct the following procedures to coordinate the collection of water level data with all stakeholders owning a well that is part of the Beaumont Basin groundwater monitoring network:

1) Notification of the intent of the Watermaster to access the respective party's well to collect a water level measurement will be provided via email, text message, or phone call two weeks, at a minimum, before the data collection event.

2) Verification of receipt of the notification and authorization by the well owner granting access to the well shall be obtained by the Watermaster and Watermaster representative via email, text message or phone call at least three days prior to accessing the well.

    a) The Watermaster and/or Watermaster representative will follow up with an email, text message or phone call should the well owner not respond within three days of the groundwater monitoring event.

    b) All forms of correspondence shall be documented (e.g., record date and time of text message delivery).

3) All efforts shall be made by the Watermaster representative to accommodate the schedule of the well owner to access the well within the two-week period set for the groundwater monitoring event,

will we create a template for this?

groundwater elevations. The new well shall be constructed to accommodate the installation of a 7/8-inch diameter dedicated pressure transducer. The following highlight the minimum requirements for new wells to be included in the Beaumont Basin monitoring well network:

1) Well construction details and survey results by a licensed surveyor shall be shared with the Beaumont Basin Watermaster and included in the well network database for the Beaumont Basin.

2) New wells that are screened fully or partially in the unconsolidated Quaternary alluvium and upper portion of the San Timoteo Formation, together comprising the water-bearing aquifer of the Beaumont Basin, will be included in the monitoring well network for the Beaumont Basin.

3) Groundwater level measurements shall be taken from a clearly marked and permanent reference point on the top of a sounding tube, well casing, or other permanent feature.

4) Reference points shall be surveyed by a California licensed surveyor. The survey shall include the ~~following~~ details: as in 3.3.2.1. 3)

   a) Well locations (center point of well casing) shall be referenced to the North American Datum of 1983 (NAD83) and reported in decimal degrees for latitude and longitude.

   b) Elevations shall be referenced to the North American Vertical Datum of 1988 (NAVD88) with an accuracy, at a minimum, of 0.5 foot. The following features, if applicable, shall be surveyed at each well point:

      i) Top of Well Casing or Sounding Tube (i.e., TOC)

      ii) Top of protective steel riser or monument cover

      iii) Land surface

3.3.3 Groundwater Water Level Measuring Devices

3.3.3.1 Electric Water Level Sounder

Where possible, groundwater levels shall be manually measured with an electric water level sounder calibrated to the nearest 0.01 ft. All equipment must be in good working condition. No damaged or refurbished electric sounding tape should be used, unless specifically approved by the Watermaster.

3.3.3.2 Dedicated Pressure Transducers

Dedicated pressure transducers shall be installed in monitoring and production wells identified as key wells for administration of the Judgement. The pressure transducers shall be installed below the groundwater level and pressure-rated for the range of anticipated groundwater level fluctuations due to seasonal fluctuations and/or groundwater production.

Dedicated pressure transducers shall be equipped with a datalogger that is programmable to measure and record water levels at a desired frequency. Each dedicated pressure transducer shall measure absolute pressure in units of pounds per square inch (psia) and/or feet of water. The Watermaster shall use separate pressure transducers dedicated to measure barometric pressure in units of psia and/or feet of water to provide a general characterization of barometric pressure in the Beaumont Basin.

3.3.4 Manual Groundwater Level Measurements

The following procedures shall be used to measure and record manual groundwater level measurements in the field.

3.3.4.1 Water Level Form

1) Upon arrival at each well site, the field technician shall note the following information on a standardized Water Level Field Form (see Appendix A): Add Appx A.

   a) Name of well owner

   b) Well Identifier (e.g. well owner name, State Well ID)

   c) Date (mm/dd/yyyy) and time (24 hr) of measurement

   d) Climate conditions (e.g., sunny, light breeze, air temp is 80 °F, etc.)

   e) Type of well (e.g., municipal, monitoring, agricultural, etc.)

   f) Status of water level and/or well: Static, Recovering (i.e., rising), Pumping, Artesian (i.e., flowing), Falling.

   g) Time since pumping stopped (i.e., idle time) if well was previously active.

   h) Method of water level measurement (e.g., electric water level sounder, airline, sonic, dedicated pressure transducer) Make, Model Serial #

   i) Field technician and/or representative measuring the water level

   j) Any additional comment Note mechanical issues

2) Use one Water Level Field Form for each well. If possible, the same field form should be used at each well during each monitoring event.

3.3.4.2 Water Level Status

Where possible, groundwater level measurements must be representative of static (i.e. non-pumping) groundwater level conditions. To ensure measurements of static groundwater levels in active pumping

wells, the field technician collecting the data shall coordinate, verify, and/or confirm that the pump has been off for at least 24 hours prior to collecting the data (wherever possible).

3.3.4.3 Decontamination

All water level measuring equipment shall be cleaned prior to lowering it into the well(s) using the following decontamination procedure:

a) Wash equipment with an Alconox solution which is followed by a deionized water rinse.

b) Triple rinse equipment with deionized water.

3.3.4.4 Electric water level sounder

3.3.4.4.1 Before making a measurement

1) Inspect the sounding tape for wear, kinks, frayed electrical connections, and possible stretch. Make a notation in the Water Level Field Form documenting any wear or other issues that possibly affect measurements with the electric water level sounder.

2) Test that the battery and replacement batteries are fully charged.

3) Test the circuit by dipping the probe into tap water and observe whether the sounder indicator turns on and/or makes a sound to indicate the circuit is closed when in contact with water.

3.3.4.4.2 Making the Measurement

1) Lower the electrode probe slowly into the designated sounding port for production wells and into the main well for monitoring wells. Lower the probe until the circuit is closed and contact with the water surface in the well is made.

2) Measure the depth-to-water (DTW) by placing the sounder tape next to the dedicated and clearly marked reference point on the top of the sounding tube or well casing. Measure the DTW to the nearest 0.01-foot. The DTW shall be recorded as feet below reference point (or ft brp).

3) Lift the probe slowly a few feet and make second measurement by repeating the step above. If the 2nd measurement is more than 0.02 feet different from the first measurement, collect and record a third measurement. If more than two measurements are taken, record the average of all reasonable readings.

4) If the groundwater level is not static, stay at the well long enough (if reasonable time allows) for a static groundwater level. If that wait is more than 1 hour or not possible, make ten (10) or more measurements at 1-minute minimum intervals to document the rate of groundwater level rise or fall per 5 minutes for the non-static measurements. If necessary, use additional sheets of the Water Level Field Form to document all measurements. Document possible reason for the rise or fall of the water level in the comment section. important, to track trends.

4) The airline extends a minimum 10 feet below the lowest anticipated water level in the well.

5) The airline is the only method for measuring a water level that the well can accommodate.

Airline

3.3.4.5.1 Making the Measurement

DTW measurements using an airline will be collected per the following (Cunningham et al., 2011):

1) The depth to the open end of the airline and length of the airline is known. The airline is secure and not subject to freely move in the well.

2) The pressure gauge is calibrated and covers the anticipated range in pressure fluctuations associated with water level fluctuations anticipated in the well due to seasonal and/or pumping effects.

3) The accuracy of the airline measurement must be documented in the Water Level Field Form. The typical accuracy using a pressure gauge is approximately 1 foot.

3.3.4.6 Sonic Water Level Meter

1) Sonic water level meter procedures vary by meter manufacturer. Refer to the meter operating instructions for procedures.

Sonic Water Level

3.3.4.6.1 Making the Measurement

1) In general, use of a sonic meter requires an access port that is 5/8-inch or greater in diameter and a measurement of the average air temperature in the well casing.

   a) The typical accuracy of a sonic meter is 0.2 feet for water levels less than 100 feet or 0.2% for water levels deeper than 100 feet.

   b) Sonic water levels should not be used if the casing diameter is greater than 8-inches in diameter, air temperature inside the well is not known, there is an obstruction in the well casing that is close to half the well diameter or more, and there is no cover surrounding the meter in open wells.

3.3.5 Automatic Groundwater Level Measurements

3.3.5.1 Installation of Dedicated Pressure Transducers

1) Before installing a pressure transducer in a well, the water level in the well shall be confirmed at a static condition using an electric water level sounder (see Section 3.3.4.2 and 3.3.4.4) and no pumping from the well has occurred in the previous 24 hours.

5 RECHARGE OF SUPPLEMENTAL AND NEW YIELD WATER

5.0 In General

All ~~Groundwater~~ Supplemental and New Yield Water Recharge activities in the Beaumont Basin shall be subject to the Watermaster Rules and Regulations:

(a) The Watermaster shall calculate additions, extractions and losses, and maintain an annual account of all recharged water in the Beaumont Basin, and any losses of water supplies or Safe Yield resulting from such recharged water (Judgement p. ~~24~~15, lines ~~9~~12-1~~3~~5).

(b) The owners of existing publicly-owned recharge facilities shall cooperate with the Watermaster to expand, improve and/or preserve recharge facilities. The Watermaster shall cooperate with appropriate entities to construct and operate new recharge facilities.

(c) The Watermaster shall account for all sources of recharge and shall provide an annual accounting of the amount of recharge and the location(s) of the specific types of recharge.

(d) The Watermaster may determine to prepare a Recharge Master Plan, which Plan shall be periodically updated to account for changed conditions.

(e) The Watermaster may arrange, facilitate and provide for recharge by entering into contracts with appropriate persons, who may provide facilities and operations for the physical recharge of Supplemental and New Yield~~w~~ Water.

5.1 Sources of Supplemental Water

Supplemental Water may be obtained by the Watermaster from any available source. The Watermaster shall, however, seek to obtain the best quality of Supplemental Water at the most reasonable cost for recharge. Available sources may include, but are not limited to:

(a) Maximum beneficial use of Recycled Water, which shall be given a high priority by the Watermaster;

(b) State Project Water;

(c) Local Imported Water through facilities and methods for importation of surface and groundwater supplies from adjacent basins and watersheds;

(d) Available supplies of Metropolitan Water District;

(e) Stormwater recharge projects.

(f) Other Imported Water.

5.2 Method of Replenishment of Supplemental Water

The Watermaster may accomplish replenishment by any reasonable method, including:

(a) spreading and percolation, or injection of water in existing or new facilities,
~~(c)~~(b) in-lieu delivery arrangements and acquisition of unproduced water.

5.3 New Yield

In order to encourage maximization of Basin water under the Physical Solution (Judgement, Section V, p. 10), New Yield shall be accounted for by the Watermaster in interim periods between re-determinations of the Safe Yield.

(g) New Yield includes proven increases in yield in quantities greater than the historical level of contribution from certain recharge sources that may result from changed conditions including, but not limited to, the increased capture of rising water, increased capture of available stream flow, and other management activities that occur after February 20, 2003, as determined by Watermaster (Judgment, p. 3, lines 17-19). These increases are considered New Yield.

(h) Recharge with new locally generated water shall be credited as New Yield to the Party that creates the new recharge. The Party shall file an Application for Groundwater Storage Agreement (Watermaster Form 1) with the Watermaster to store and recapture the New Yield Water. The Watermaster shall make an independent scientific assessment of the estimated New Yield to be created by each proposed project based upon monitoring data (Judgment, p. 15, lines 16-20). The cost of the Watermaster scientific assessment of the New Yield shall be borne by the Party applying to create it.

(i) New Yield shall be allocated on an annual basis, based upon monitoring data and review by the Watermaster. (Judgment, p. 15, lines 19-20).

return flows are not considered Supp. or New Yield

~~5.1 Application to Recharge Supplemental or New Yield Water~~

~~a) All recharge of Supplemental or New Yield Water shall be subject to Watermaster approval obtained by an application made to the Watermaster to protect the integrity of the Beaumont Basin.~~

~~5.2 Notice of Pending Applications~~

~~Upon receipt of an application, the Watermaster staff shall prepare a written summary and analysis of each such application. The application, along with the written summary and analysis shall be distributed to the Producers and any other interested parties not less than 21 days prior to the date the Watermaster is scheduled to consider and take action on the pending application. The cost of the summary and analysis of each application shall be borne by the applicant.~~

9 REVIEW PROCEDURES

9.0 In General

Nothing in the Judgment or these rules and regulations shall be deemed to prevent any party from seeking judicial relief against any other party whose pumping activities constitute an unreasonable interference with the complaining party's ability to extract groundwater. Any and all disputes between and among the Producers and/or the Watermaster shall be addressed expeditiously and resolved, if possible, amicably, in accordance with the following procedures.

9.1 Complaints or Contesting an Application

Any Producer or interested person may file a written complaint with the Watermaster concerning matters other than applications to recharge (Section 5), or store (Section 6), or contest an application to recharge or store water. The written complaint or objection shall describe the basis for the complaint or objection and the underlying facts and circumstances. Such complaint or objection shall be filed with the Watermaster at least fourteen (14) days before the item is to be agendized for the Watermaster Committee. The Watermaster staff shall provide notice of the complaint or objection to all interested parties.

(a) Answering the Complaint or Objection. At the discretion of the affected Party , a written answer to a complaint or objection may be filed at the time it is presented to the Watermaster Committee for consideration. In lieu of immediately answering the complaint or objection, the Party may request a reference to a two-member subcommittee of the Watermaster for review, discussion, and potential resolution prior to the item being agendized for Watermaster consideration.

workshop? Didn't think we did subcommittee's

(b) Continuance for Good Cause. An affected Party may also request a continuance to a subsequent Watermaster meeting (without reference to a subcommittee) and the request may be granted by the Watermaster's staff where good cause exists.

(c) Investigation by Watermaster. The Watermaster may, in its discretion, cause an investigation of the subject matter of the complaint. Any party to the proceeding may be requested to confer and cooperate with the Watermaster, its staff or consultants to carry out such investigations, and to provide such information and data as may be reasonably required.

(d) Uncontested Applications. The Watermaster shall consider and may approve or deny any uncontested application to recharge or store water at a regularly-scheduled meeting of the Watermaster. Where good cause appears, the Watermaster may also, conditionally approve, or continue an uncontested application to a future meeting. If the Watermaster staff recommendation to the Watermaster is to deny an application it shall first be referred to a two-member subcommittee of the Watermaster for review, discussion and potential resolution with the applicant.

(e) Judicial Review. Any action, decision, rule or procedure of the Watermaster shall be subject to review by the Court on its own motion or on timely motion by any Party as follows:

i. Effective Date of Watermaster Action: Any order, decision or action of the Watermaster pursuant to the Judgment or these Rules and Regulations on noticed specific agenda items shall be deemed to have occurred on the date of the order, decision or action.

ii. Notice of Motion for Judicial Review: Any Party May, by a regularly noticed motion, petition the Court for review within 90 days of the action or decision by Watermaster, except motions for review of assessments under the Judgment shall be filed within 30 days of mailing of the notice of the assessment. The motion shall be deemed to be filed and served when a copy, conformed as filed with the Court, has been delivered to the Watermaster staff, together with a service fee sufficient to cover the cost of photocopying and mailing the motion to each Party. The Watermaster staff shall prepare the copies and mail a copy of the motion to each Party or its designee according to the official service list that shall be maintained by the Watermaster staff pursuant to the Judgment. Unless ordered by the Court, any petition shall not operate to stay the effect of any Watermaster action or decision which is challenged.

iii. De Novo Nature of Proceeding: Upon filing of a petition to review a Watermaster action, the Watermaster shall notify the Parties of a date when the Court will take evidence and hear argument. The Court's review shall be de novo and the Watermaster decision or action shall have no evidentiary weight in such proceeding.

iv. Decision: The decision of the Court in such proceedings shall be an appealable Supplemental Order in this case. When it is final, it shall be binding upon the Watermaster and the Parties.

10 WATERMASTER FORMS

10.0 In General

In order to facilitate and expedite the performance of its duties, the Watermaster may, from time-to-time, develop standardized forms for the transaction of business. Such forms shall be adopted by minute action of the Watermaster Board.

10.1 Approved Forms

The following standardized forms shall be used, except when good cause exists for the use of a customized format:

1) Application for Groundwater Storage Agreement.
2) Groundwater Storage Agreement.
3) Application for Recharge.
4) Application (or Amendment to Application) to Recapture Water in Storage.
5) Notice to Adjust Rights of an Overlying Party due to Proposed Provision of Water Service by an Appropriator.
6) Request for Notice or Waiver of Notice and Designation of Address for Notice and Service.
7) Notice of Transfer of Appropriator Production Right or Operating Yield Between Appropriators.
8) Transfer of Right to Recapture Water in Storage Between Appropriators.
9) Water Level Field Form

Attachment 4

Comments Received from Joe Zoba, Treasurer Beaumont Basin Watermaster, on the Proposed Revisions to the Beaumont Basin Watermaster Rules & Regulations and Watermaster Forms

Received: February 24, 2025

1 GENERAL PROVISIONS

1.0 In General

In general, the Beaumont Basin Watermaster will strive to accomplish as many of its specific duties as is feasible and practical by entering into agreements with the Parties for the performance of those duties (e.g., meter installation, testing and maintenance, meter reading, water level measurement, etc.). Nothing herein shall conflict with the terms of the Judgment.

1.1 Definitions

The terms used in these Rules and Regulations shall have the same meanings as set forth in Section 1, Paragraph 3 of the Judgment, unless the context shall clearly indicate a different meaning. The following additional terms are defined for the purposes of these Rules and Regulations:

(a) "Annual or Year" means a ~~fiscal~~ calendar year, ~~July~~ January 1 through ~~June~~ December 3~~0~~1 ~~following~~, unless the context shall clearly indicate a different meaning.

(b) "Judgment" means the Amended Judgment Pursuant to Stipulation Adjudicating Groundwater Rights in the Beaumont Basin dated ~~February~~ March 4~~14~~, ~~2004~~ 2019 in the Riverside Superior Court, Case No. RIC 389197., or as amended in the future.

(c) "New Yield Water" means water derived from an increase in yield in quantities greater than historical amounts from sources of supply including, but not limited to, capture of available stream flow and rising groundwater, by means of projects constructed after February 20, 2003.

(d) "Party" or "Parties" means any Person(s) named in the Judgement, or who has intervened, or has become subject to the Judgement either through stipulation, trial or otherwise.

~~(b)~~(e) "Producer" or "Pumper" means any Person who extracts groundwater from the Beaumont Basin.

(f) "Salt Credits" means an assignable credit that may be granted by the Regional Water Quality Control Board and computed by the Watermaster from activities that result from the removal of salt from the Basin, or that result in a decrease in the amount of salt entering the Basin. ~~Salt Credits may be used by Appropriators to facilitate implementation of the Integrated Regional Water Management Program for the San Timoteo Watershed (Wildermuth, 2005) Beaumont Basin Water Resources Management Plan and as an offset against potential impacts associated with discrete projects. This does not preclude development of Salt credits by Appropriators implementing projects through agreements with their users.~~ This reference should be deleted.

(g) "Storage Account" represents a record of the amount of water stored in the Beaumont Basin and available for recapture by an Appropriator or Party subject to a Groundwater Storage Agreement. A Storage Account is assessed annually and includes water gained as a share of an Appropriator's Operating Yield, water acquired by transfer, New Yield, and Supplemental Water

minus the amount of water pumped from the Beaumont Basin and water transferred to another Appropriator or Storage Party.

(h) "Storage Party" represents a Party that entered into an executed Groundwater Storage Agreement with the Watermaster. A Storage Party has acquired permission from the Watermaster to store a limited amount of Stored Water in the Beaumont Basin and may recapture the same Stored Water for reasonable beneficial use while not adversely impacting the beneficial uses of other Producers in the Basin.

(i) "Stored Water" means Supplemental Water and New Yield Water stored in the Beaumont Basin pursuant to a Groundwater Storage Agreement with the Watermaster.

~~(c)~~(j) "Supplemental Water" means water imported into the Beaumont Basin from outside the Beaumont Basin including, without limitation, water diverted from creeks upstream and tributary to Beaumont Basin and water which is recycled and useable withing the Beaumont Basin.~~.~~

~~(d)~~(k) "Watermaster" and "Watermaster Committee" means the 5-member committee of the Beaumont Basin Watermaster composed of persons nominated by the City of Banning, the City of Beaumont, the Beaumont-Cherry Valley Water District, the South Mesa Mutual Water Company and the Yucaipa Valley Water District, each of whom shall have the right to nominate one representative who shall be an employee of or consultant to the nominating agency.

I added "Supplemental Water" throughout since it is a specific term.

and alternate as provided in Section 2.14

It might be beneficial to have Section 2.14 include the appointment of a "consultant" to match the language of the Judgment.

It looks like the outline text is a different font from the body text.

(a) Annual Replenishment Assessments. The Watermaster shall levy and collect assessments in each year, in amounts sufficient to purchase replenishment water to replace Overproduction by any Party from the prior ~~fiscal~~ calendar year. Replenishment assessments shall be collected not later than ~~October~~ April 1 of ~~each~~ the subsequent year. Under no circumstances shall Overlying Parties be required to pay assessments for pumping in an amount up to that set forth in column 4 of Exhibit B of the Judgment, subject to Section III of the Judgment.

(b) Annual Administrative Assessments. Annually, not later than the June meeting of the Watermaster, a General Administrative Budget shall be adopted for the ensuing fiscal year for the purpose of funding General Administration Watermaster Expenses. The General Watermaster Administration Expenses shall include office rent, labor, supplies, office equipment, incidental expenses and general overhead. General Watermaster Administration Expenses will be assessed equally among the Appropriators who have appointed representatives to the Watermaster (Judgment, p. ~~19~~12, lines ~~21~~9-~~27~~17).

(c) Special Project Assessments. Special Project Assessments will be levied to cover special project expenses including: special engineering, economic or other studies, litigation expenses, meter testing or other major operating expenses. Each such project shall be assigned a task order number and shall be separately budgeted and accounted for. Special Project Expenses shall be allocated to the Appropriators, or portion thereof, on the basis of benefit. This may be accomplished through the identification and implementation of Special Project Committees. A Specific Project Committee may involve a specific Party or any group of Parties, provided that no Party shall be involved without its approval (Judgment, p. ~~20~~14, lines 1~~4~~-1~~9~~). Special Project Assessments shall be invoiced upon approval of a budget and a scope of work for a Special Project by Project Committee.

(d) Supplemental Assessments. Supplemental Assessments may be levied based on incurring unbudgeted or unforeseen expenses as approved by Watermaster. Examples include Special Project expenses for litigation in which Watermaster has taken action to participate. All Supplemental Assessments shall reference the Watermaster action authorizing same and be invoiced within one ~~week~~ month of the Watermaster action.

(e) Assessment Procedure. Assessments shall be levied and collected as follows:

i. Notice of Assessment. The Watermaster shall give written notice of all applicable assessments to each producer in the form of an invoice.

ii. Payment. Each assessment shall be payable on or before thirty (30) days after the date of invoice, and shall be the primary obligation of the party or successor owning the water production facility at the time written notice of assessment is given, even though prior arrangement for payment by others has been made in writing and filed with the Watermaster.

iii. Delinquency. Any delinquent assessment shall incur a late charge of 10% per annum (or such greater rate as shall equal the average current cost of borrowed funds to the Watermaster) from the due date thereof.

~~2.16~~2.14 Watermaster Alternates

To ensure consistency in the administration of the affairs of the Watermaster, the members of the Watermaster Committee will endeavor to attend all meetings of the Watermaster. However, from time-to-time the press of business may prevent such regular attendance. Therefore, the members of the Watermaster agencies may appoint an alternate member to the Watermaster Committee who, in the absence of the regular member, shall, if present, participate in a meeting of the Watermaster the same as if the alternate member were a regular member of the Watermaster Committee. Each alternate member must hold a senior management position within the organization of the appointing Watermaster member agency.

See VI.4 of the Judgment to include consultants.

wells, the field technician collecting the data shall coordinate, verify, and/or confirm that the pump has been off for at least 24 hours prior to collecting the data (wherever possible).

3.3.4.3 Decontamination

All water level measuring equipment shall be cleaned prior to lowering it into the well(s) using the following decontamination procedure:

a) Wash equipment with an Alconox solution which is followed by a deionized water rinse.

b) Triple rinse equipment with deionized water.

Is this the only disinfection solution allowed? Maybe "or equivalent" or a bleach equivalent would be helpful.

3.3.4.4 Electric water level sounder

3.3.4.4.1 Before making a measurement

1) Inspect the sounding tape for wear, kinks, frayed electrical connections, and possible stretch. Make a notation in the Water Level Field Form documenting any wear or other issues that possibly affect measurements with the electric water level sounder.

2) Test that the battery and replacement batteries are fully charged.

3) Test the circuit by dipping the probe into tap water and observe whether the sounder indicator turns on and/or makes a sound to indicate the circuit is closed when in contact with water.

3.3.4.4.2 Making the Measurement

1) Lower the electrode probe slowly into the designated sounding port for production wells and into the main well for monitoring wells. Lower the probe until the circuit is closed and contact with the water surface in the well is made.

2) Measure the depth-to-water (DTW) by placing the sounder tape next to the dedicated and clearly marked reference point on the top of the sounding tube or well casing. Measure the DTW to the nearest 0.01-foot. The DTW shall be recorded as feet below reference point (or ft brp).

3) Lift the probe slowly a few feet and make second measurement by repeating the step above. If the 2nd measurement is more than 0.02 feet different from the first measurement, collect and record a third measurement. If more than two measurements are taken, record the average of all reasonable readings.

4) If the groundwater level is not static, stay at the well long enough (if reasonable time allows) for a static groundwater level. If that wait is more than 1 hour or not possible, make ten (10) or more measurements at 1-minute minimum intervals to document the rate of groundwater level rise or fall per 5 minutes for the non-static measurements. If necessary, use additional sheets of the Water Level Field Form to document all measurements. Document possible reason for the rise or fall of the water level in the comment section.

4 ~~OPERATING YIELD,~~ SAFE YIELD AND ~~NEW YIELD~~STORAGE ACCOUNTS

4.0 ~~Redetermination of Operating~~Annualized Safe Yield

The ~~Operating~~ Annualized Safe Yield of the Beaumont Basin shall be redetermined annually by the Watermaster based on an estimated annual change in storage, the estimated volume of natural recharge, and annual groundwater production from the Basin. ~~.~~

4.1 Redetermination of Safe Yield

The Safe Yield of the Beaumont Basin shall be redetermined at least every ten (10) years beginning 10 years after the date of entry of the Judgment (Judgment p. ~~22~~16, lines ~~63~~-~~95~~).

4.2 Storage Accounts

Storage Accounts represent a record of the amount of water in storage and available for recapture by an Appropriator or Storage Party. Storage Accounts are assessed annually and include the amount of water gained per an Appropriator's Operating Yield, water acquired via transfer, and New Yield minus the amount of water pumped and transferred to another Party. Supplemental Water used by an Appropriator or Storage Party to recharge the Beaumont Basin is added to their respective Storage Account and available for recapture.

4.2.1 Definitions

(a) Operating Yield is the maximum quantity of water which can be produced annually by the Appropriators from the Beaumont Basin, which quantity consists of Appropriative Water plus Temporary Surplus (Judgement p. 3, lines 20-22).
(b) Appropriative Water is the amount of Safe Yield remaining after satisfaction of Overlying Water Rights (Judgement p. 2, lines 26-27).
(c) Temporary Surplus is the amount of groundwater that can be pumped annually in excess of Safe Yield from a Groundwater Basin necessary to create enough additional storage capacity to prevent the waste of water (Judgement p. 5, lines 1-3).
(d) Appropriative Water Right represents each Appropriator's share of the Appropriative Water, which is expressed as a percentage of the share of the Safe Yield allocated to Appropriators in Exhibit C of the Judgement (Judgment p. 3, lines 1-2).

Add the definition of Overlying-Appropriative Water Right represents the volume of Overlying Water Rights transferred to an Appropriator and adjusted based on the redetermination of safe yield.

4.2.2 Temporary Surplus

The Appropriators were allocated a Temporary Surplus of 160,000 AF from 2008 to 2018 to increase Groundwater Storage Capacity for future conjunctive use projects and to bank some of that water for

Check font type of outlines.

future use (Langridge et al., 2016). Column 5 of Exhibit C of the Judgement provides a breakdown of the annual Appropriator allocations of the Temporary Surplus.

4.2.3 Storage Account Calculations

Storage Accounts are assessed annually by calculating the following:

(a) The sum of the Operating Yield, the amount of water acquired (transfer of Overlying Water Right to Appropriator and transfer of water from other Appropriators or Storage Parties), and New Yield Water.
(b) Subtracting the amount of water pumped by an Appropriator or Storage Party and the amount of water transferred to another Appropriator or Storage Party.
(c) Adding Supplemental Water used by an Appropriator or Storage Party to recharge the Beaumont Basin to the Appropriator's or Storage Party's respective Storage Account.
(d) The amount of water in a Storage Account represents the volume of water stored in the Beaumont Basin that is available for recapture.

4.2.4 Depletion of a Storage Account.

In the event a Storage Account is depleted and it is determined that less than zero acre feet of water is available at the end of the calendar year, the Watermaster shall levy an assessment equal to 1.5 times the then current supplemental water purchase charge for the San Gorgonio Pass Water Agency multiplied by each acre foot of water depleted from a Storage Account. The Annual Replenishment Assessment funds received by the Watermaster shall be divided equally and credited to each Appropriator, up to the amount of water in their Storage Account, as the annual rental for the temporary use of water to provide sufficient supplies to replace the overproduction by a Party to the Judgment (Judgment Section VI.5.N(1)). The Annual Replenishment Assessments by the Watermaster for any Overproduction by a Party to the Judgment will continue until the Storage Account is determined to be greater than zero acre feet at the end of the calendar year.

~~shall be~~
~~e Yield.~~

~~torical level of~~
~~ons including,~~
~~e of available~~
~~as determined~~
~~ew Yield.~~

~~the Party that~~
~~c assessment~~
~~of the estimated New Yield to be created by each proposed project based upon monitoring data. The cost of the Watermaster scientific assessment of the New Yield shall be borne by the Party applying to create it.~~

~~(e) New Yield shall be allocated on an annual basis, based upon monitoring data and review by the Watermaster. (Judgment, p. 21, lines 14-20).~~

4.3 Losses or Spills from the Basin

Water in Storage may be subject to losses. The 2013 Redetermination of the Beaumont Basin Safe Yield indicated that losses from the Beaumont Basin occur as groundwater underflow along the southern and western boundaries of the Basin (Harder, 2015). The subsequent Beaumont Basin Storage Loss Analysis (Harder, 2018) indicated that Basin losses "associated with managed supplemental water recharge are highly sensitive to the volume of recharge and the location and pumping capacity of downgradient production wells to capture the water." ~~The Watermaster shall determine if losses are occurring and report its findings in the first Basin Condition Report. If losses are~~

~~occurring, Watermaster shall determine how much water is being lost.~~ The Storage Loss Analysis (TH&C, 2018) recommended that the groundwater flow numerical model of the Beaumont Basin may be used to quantify losses on an annual basis by comparing the groundwater underflow between a scenario simulating observed conditions to one with no managed recharge. Supplemental Water stored pursuant to Groundwater Storage Agreements shall be lost prior to Basin water (i.e., unused operating safe yield) held in Storage by a Party to the Judgment.

Basin Water - Maybe we should add a definition to specifically state what Basin Water is as a term of art. I think Overlying Water Rights and Overlying-Appropriative Water Rights should be included in the definition of Basin Water.

5 RECHARGE OF SUPPLEMENTAL AND NEW YIELD WATER

5.0 In General

Supplemental Water

Will a Safe Yield loss really be calculated annually, or does this only occur with the redetermination of safe yield?

All ~~Groundwater~~ Supplemental and New Yield Water Recharge activities in the Beaumont Basin shall be subject to the Watermaster Rules and Regulations:

Check font

(a) The Watermaster shall calculate additions, extractions and losses, and maintain an annual account of all recharged water in the Beaumont Basin, and any losses of water supplies or Safe Yield resulting from such recharged water (Judgement p. ~~24~~15, lines ~~9~~12-1~~35~~).

Delete "publicly-owned"

(b) The owners of existing ~~publicly-owned~~ recharge facilities shall cooperate with the Watermaster to expand, improve and/or preserve recharge facilities. The Watermaster shall cooperate with appropriate entities to construct and operate new recharge facilities.

(c) The Watermaster shall account for all sources of recharge and shall provide an annual accounting of the amount of recharge and the location(s) of the specific types of recharge.

(d) The Watermaster may determine to prepare a Recharge Master Plan, which Plan shall be periodically updated to account for changed conditions.

(e) The Watermaster may arrange, facilitate and provide for recharge by entering into contracts with appropriate persons, who may provide facilities and operations for the physical recharge of Supplemental and New Yield~~w~~ Water.

Check font

5.1 Sources of Supplemental Water

from

Supplemental Water may be obtained ~~by the Watermaster from any available source. The Watermaster shall, however, seek to obtain~~ the best quality of Supplemental Water at the most reasonable cost for recharge. Available sources may include, but are not limited to:

(a) Maximum beneficial use of Recycled Water, which shall be given a high priority by the Watermaster;

Add "Title 22 Recycled Water approved by the Regional Water Quality Control Board"

(b) State Project Water;

(c) Local Imported Water through facilities and methods for importation of surface and groundwater supplies from adjacent basins and watersheds;

(d) Available supplies of Metropolitan Water District;

(e) Stormwater recharge projects.

(f) Other Imported Water.

Replace MWD with "San Gorgonio Pass Water Agency"

5.2 Method of Replenishment of Supplemental Water

The Watermaster may accomplish replenishment by any reasonable method, including:

Spreading, percolation, or injection of water in existing or new facilities,

(a) spreading ~~and~~ percolation, or injection of water in existing or new facilities,

~~(c)~~(b) in-lieu delivery arrangements and acquisition of unproduced water.

Can this section be rewritten as a single paragraph instead of as an outline?

5.3 New Yield

In order to encourage maximization of Basin water under the Physical Solution (Judgement, Section V, p. 10), New Yield shall be accounted for by the Watermaster in interim periods between re-determinations of the Safe Yield.

(g) New Yield includes proven increases in yield in quantities greater than the historical level of contribution from certain recharge sources that may result from changed conditions including, but not limited to, the increased capture of rising water, increased capture of available stream flow, and other management activities that occur after February 20, 2003, as determined by Watermaster (Judgment, p. 3, lines 17-19). These increases are considered New Yield.

(h) Recharge with new locally generated water shall be credited as New Yield to the Party that creates the new recharge. The Party shall file an Application for Groundwater Storage Agreement (Watermaster Form 1) with the Watermaster to store and recapture the New Yield Water. The Watermaster shall make an independent scientific assessment of the estimated New Yield to be created by each proposed project based upon monitoring data (Judgment, p. 15, lines 16-20). The cost of the Watermaster scientific assessment of the New Yield shall be borne by the Party applying to create it.

(i) New Yield shall be allocated on an annual basis, based upon monitoring data and review by the Watermaster. (Judgment, p. 15, lines 19-20).

~~5.1 Application to Recharge Supplemental or New Yield Water~~

~~a) All recharge of Supplemental or New Yield Water shall be subject to Watermaster approval obtained by an application made to the Watermaster to protect the integrity of the Beaumont Basin.~~

~~5.2 Notice of Pending Applications~~

~~Upon receipt of an application, the Watermaster staff shall prepare a written summary and analysis of each such application. The application, along with the written summary and analysis shall be distributed to the Producers and any other interested parties not less than 21 days prior to the date the Watermaster is scheduled to consider and take action on the pending application. The cost of the summary and analysis of each application shall be borne by the applicant.~~

5.3 Watermaster Investigations of Applications

The Watermaster may, in its discretion, cause an investigation of the subject of a pending application. Any party to the proceeding may be requested to confer and cooperate with the Watermaster's staff and consultants, and to provide such additional information and data as may be reasonably required to complete the investigation.

5.4 Sources of Supplemental Water

Supplemental Water may be obtained by the Watermaster from any available source. The Watermaster shall, however, seek to obtain the best quality of Supplemental Water at the most reasonable cost for recharge. Available sources may include, but are not limited to:

(a) Maximum beneficial use of Recycled Water, which shall be given a high priority by the Watermaster;
(b) State Project Water;
(c) Local Imported Water through facilities and methods for importation of surface and groundwater supplies from adjacent basins and watersheds;
(d) Available supplies of Metropolitan Water District;
(e) Stormwater recharge projects.
(f) Other Imported Water.

5.5 Method of Replenishment

(a) The Watermaster may accomplish replenishment by any reasonable method, including spreading and percolation, injection of water in existing or new facilities, in-lieu delivery arrangements and acquisition of unproduced water.

6 GROUNDWATER STORAGE AGREEMENTS

6.0 In General

A substantial amount of available groundwater storage capacity exists in the Beaumont Basin that is not used for storage or regulation of ~~basin~~ Basin waters. It is essential that the use of storage capacity be undertaken only under Watermaster control and regulation so as to protect the integrity of the Beaumont Basin. The Watermaster shall exercise the regulation and control of storage primarily through the execution of Groundwater Storage Agreements (Watermaster Resolution 2005-01).

6.1 Storage and Recapture of Supplemental and New Yield Water

Storing Supplemental and New Yield Water for withdrawal, or causing withdrawal of Supplemental and New Yield ~~w~~Water unused and stored in prior years, shall be subject to the terms of a Groundwater Storage Agreement with the Watermaster. Any Supplemental and New Yield Water recharged by any P~~p~~erson not subject to the Judgement (any non-Appropriator individual, partnership, association, corporation, governmental entity or agency, or other organization) is deemed abandoned and shall not be considered ~~w~~water stored ~~stored~~ except pursuant to these Rules and Regulations and an executed Groundwater Storage Agreement.

6.2 Application for Groundwater Storage ~~of Water~~Agreement

The Watermaster will ensure that any Person, including, but not limited to, the State of California ~~and the~~ Department of Water Resources and San Gorgonio Pass Water Agency, shall ~~make~~submit an ~~a~~Application for Groundwater Storage Agreement to the Watermaster to store and ~~recover~~recapture Supplemental and New Yield ~~w~~Water as provided herein. The Watermaster shall also ensure that sufficient storage capacity shall be reserved for local Conjunctive Use projects implemented by the Appropriators.

6.3 Contents of Application for Groundwater Storage Agreements

Each Application for Groundwater Storage Agreement -(Watermaster Form 1) shall include, but not be limited to, the following components:

Check font

(a) Identification and Contact Information of the Applicant
(b) Project Description
(c) Amount Requested
(d) Purpose of Storage
(e) The method and Location of Placement in Storage
(f) The method and Location of Recapture

~~The quantities and term of the storage right, which shall specifically exclude credit for any return flows;~~
~~A statement of the priorities of the storage right as against overlying, Safe Yield uses, and other storage rights;~~
~~The projected delivery rates, together with projected schedules and procedures for spreading, injection or in-lieu deliveries of Supplemental Water for direct use;~~
~~The calculation of storage water losses and annual accounting for water in storage; and~~
~~The establishment and administration of withdrawal schedules, locations and methods.~~

6.4 Supporting Documentation for Groundwater Storage Agreements

The following applications are required with the Application for a Groundwater Storage Agreement.

6.4.1 Application to Recharge Supplemental or New Yield Water

Water

All recharge of Supplemental or New Yield Water by a Person not subject to the Judgement shall be subject to Watermaster approval obtained by an Application for Recharge (Watermaster Form 3) made to the Watermaster to protect the integrity of the Beaumont Basin. The Application for Recharge shall include information, at a minimum, on the following:

Check font

Water

(a) Identification and Contact Information of the Applicant
(b) Identification of the source of Supplemental or New Yield Water
(c) The method of recharge (e.g., percolation, injection)
(d) The methodology for quantifying the volume of recharge on a monthly basis
(e) A description of the water quality of the source of recharge
(f) An evaluation of the potential impacts to water quality and groundwater levels in the Basin as a result of the recharge of Supplemental or New Yield Water

~~6.1~~6.4.2 ~~Relationship Between~~Application to Recapture ~~and~~ Water In Storage

Recapture of Supplemental and New Yield wWater ~~held in a storage account~~ will generally be approved by the Watermaster via an Application to Recapture Water in Storage (Watermaster Form 4)~~as a component of and coincident with a Groundwater Storage Agreement~~. However, the Watermaster may approve a Groundwater Storage Agreement where the plan for recovery is not yet known. In such cases, the applicant for a Groundwater Storage Agreement may request Watermaster approval of the Agreement and subsequently submit and process ~~an independent~~at a later time an Application ~~for~~ to

Recapture Water in Storage to the Watermaster. The Application to Recapture Water in Storage shall include information, at a minimum, on the following:

(a) Identification and Contact Information of the Applicant
(b) The purpose of recapture
(c) The method and schedule of recapture (e.g., well extraction, exchange)
(d) The methodology for quantifying the volume of recapture on a monthly basis
(e) A description of the water quality of the water recaptured
(f) An evaluation of the potential impacts to water quality and groundwater levels in the Basin as a result of the recapture of Supplemental or New Yield Water

~~6.2 Storage of Water~~

~~Storing Supplemental Water for withdrawal, or causing withdrawal of water unused and stored in prior years, shall be subject to the terms of a Groundwater Storage Agreement with the Watermaster. Any Water recharged by any person is deemed abandoned and shall not be considered water stored except pursuant to these Rules and Regulations and a Groundwater Storage Agreement.~~

~~6.3 Application for Storage of Water~~

~~The Watermaster will ensure that any Person, including, but not limited to, the State of California and the Department of Water Resources, shall make an application to the Watermaster to store and recover water as provided herein. The Watermaster shall also ensure that sufficient storage capacity shall be reserved for local projects implemented by the Appropriators.~~

~~6.4 Contents of Groundwater Storage Agreements~~

~~Each Groundwater Storage Agreement shall include, but not be limited to, the following components:~~

~~(a) The quantities and term of the storage right, which shall specifically exclude credit for any return flows;~~
~~(b) A statement of the priorities of the storage right as against overlying, Safe Yield uses, and other storage rights;~~
~~(c) The projected delivery rates, together with projected schedules and procedures for spreading, injection or in-lieu deliveries of Supplemental Water for direct use;~~
~~(d) The calculation of storage water losses and annual accounting for water in storage; and~~
~~(e) The establishment and administration of withdrawal schedules, locations and methods.~~

6.5 Notice of Pending Applications

Upon receipt of ~~an~~ a Groundwater Storage Agreement application and supporting applications, the Watermaster ~~staff~~ shall prepare a written summary and analysis of each such application. The application along with the written summary and analysis shall be distributed to the ~~Producers~~ Applicant and any other interested ~~parties~~ Persons not less than 21 days prior to the date when the Watermaster is scheduled to consider and take action on the pending application. The cost of the written summary and analysis of each such application shall be borne by the applicant.

6.6 Watermaster Investigations of Applications

The Watermaster may, in its discretion, cause an investigation of the subject of a pending Groundwater Storage Agreement application. Any party to the proceeding may be requested to confer and cooperate with the Watermaster's staff and consultants, and to provide such additional information and data as may be reasonably required to complete the investigation.

6.7 Accounting for Water Stored

The Watermaster shall calculate additions, extractions and losses of all water stored and any losses of water supplies or Safe Yield resulting from such water stored, and keep and maintain for public record an annual accounting thereof.

6.8 Groundwater Storage Agreements

The Watermaster shall issue a Groundwater Storage Agreement (Watermaster Form 2), documenting the identification of the Storage Party, the amount of Supplemental and New Yield Water to be stored and recaptured in the Beaumont Basin, the reporting requirements of the Storage Party, the terms of the Agreement, and confirmation of the Watermaster's right to inspect the recharge and/or recapture facilities maintained and operated by the Storage Party. The Groundwater Storage Agreement will be signed by the Watermaster and the Storage Party.

The Watermaster may elect to adopt a resolution documenting the process of entering into a Groundwater Storage Agreement with a Storage Party.

7 ADJUSTMENTS OF RIGHTS

7.0 In General

In General, Overlying Parties shall have the right to exercise their respective Overlying Water Rights as decreed in Column 4 of Exhibit B to the Judgement, except to the extent provided in Section III, Paragraph 3, entitled Adjustment of Rights, of the Judgment. (Judgment, p. 6, lines 17-19). The allocation of Overlying Water Rights to each Overlying Party per Exhibit B to the Judgement was based on their individual historical usage from 1997 to 2001 and the projected maximum production for each Overlying Party, which together equaled the Beaumont Basin Safe Yield of 8,650 acre-feet per year defined at the time of the Judgement.

Subsequent 10-year redeterminations of the Safe Yield, as per section VI.5.Y of the Judgement, will require modifications to each Overlying Water Right proportionate to Exhibit B to the Judgement. The summation of all modified Overlying Water Rights shall be equivalent to the redetermined Safe Yield. The modified Overlying Water Rights shall remain in effect until the next 10-year redetermination of the Safe Yield and the approval and adoption of the redetermined Safe Yield by the Watermaster.

7.1 Overlying Water Rights and Redetermination of the Safe Yield

At the conclusion of a 10-year redetermination of the Safe Yield, the Watermaster shall prepare a draft technical report detailing the procedures and methodologies used to redetermine the Safe Yield. The report shall include a table documenting the initial Overlying Water Rights and subsequent modifications to those Overlying Water Rights for each redetermination of the Safe Yield.

(Overlying-Appropriative Right)

If an Overlying Party has previously transferred a portion of or all of its Overlying Water Right to an Appropriator, then the Overlying Water Right will be adjusted accordingly by subtracting the transferred amount from the modified Overlying Water Right. If the modified Overlying Water Right is less than the amount previously transferred to an Appropriator, then the amount of the Overlying Water Right transferred to the Appropriator shall be reduced accordingly.

, if any, and Overlying-Appropriative Right will be reduced proportionally.

A draft of the technical report shall be presented to the Overlying Parties to review and provide comments. The Watermaster shall provide a 45-day review period for the Overlying Parties. The Overlying Parties shall provide, in writing, any comments to the Watermaster by the conclusion of the 45-day review period. The Watermaster shall respond, in writing, to the comments by the Overlying Parties within 30 days of the conclusion of the 45-day review period. The Watermaster may also consider, in their discretion, to hold a special meeting to address any technical and/or procedural questions by the Overlying Parties on the 10-year redetermination of the Safe Yield.

reviewed,

After the Overlying Parties comments are addressed and incorporated into the 10-year Redetermination of the Safe Yield technical report, the Watermaster shall consider approving the redetermined Safe Yield at a Watermaster Regular Meeting. The Watermaster shall document the approval of the redetermined Safe Yield in a resolution adopted by the Watermaster at a regular meeting. The resolution adopted by the Watermaster shall include a date for when the redetermined Safe Yield is effective for the Beaumont Basin.

redetermination of safe yield

and Overlying-Appropriative Parties

~~7.0~~7.2 ~~In General~~Adjustment of Overlying Water Rights

~~In General, Overlying Parties shall have the right to exercise their respective Overlying Water Rights except to the extent provided in Section III, Paragraph 3, entitled Adjustment of Rights, of the Judgment. (Judgment, p. 8, lines 12-14).~~

~~(a)~~ To the extent any Overlying Party requests, and uses its adjudicated water rights to obtain water service from an Appropriator Party, an equivalent volume of potable groundwater shall be earmarked by the Appropriator Party which will serve the Overlying Party, up to the volume of the Overlying Water Rights as reflected in Column 4 of Exhibit "B" of the Judgment, for the purpose of serving the Overlying Party. (Judgment, p. ~~8~~6, lines ~~15~~20-~~27~~24).

?? What is paragraph 7(a)?

~~(b)~~ When an Overlying Party receives water service as provided for in paragraph 7(a~~)~~, the Overlying Party shall forebear the use of that volume of the Overlying Water Right earmarked by the Appropriator Party. The Appropriator Party providing such service shall have the right to produce the volume of water foregone by the Overlying Party, in addition to other rights otherwise allocated to the Appropriator Party. (Judgment, p. ~~8~~7, line~~s 28~~1~~– p. 9, line 75~~).

as an Overlying-Appropriative Right

Delete

~~(c)~~ Should the volume of the Overlying Water Right equal or exceed the volume of ~~potable~~ groundwater earmarked as provided in paragraph 7(a), the Appropriator Party which will serve the Overlying Party shall:

?? What is paragraph 7(a)?

~~i.~~a) Impose potable water charges and assessments upon the Overlying Party and its successors in interest at the rates charged to the then-existing regular customers of the Appropriator Party, and

~~ii.~~b) Not collect from such Overlying Party any development charge that may be related to the importation of water into the Beaumont Basin. (Judgment, p. 7, lines 6–12).

If an Appropriator Party provides recycled water to serve an overlying use served with groundwater, then the Overlying Water Right shall not be diminished by the receipt of recycled water~~.~~ (Judgment, p. 7, lines 16–18).

~~(d)~~ The Appropriator Party which will serve the Recycled Water shall have the right to use that portion of the Overlying Water Right of the Overlying Party offset by the provision of Recycled Water service; provided, however, that such right of use by the Appropriator Party shall no longer be valid if the Recycled Water, provided by the Appropriator Party to the Overlying Party, does not satisfy the requirements of Sections 13550 and 13551 [of the Water Code] and the Overlying Party ceases taking delivery of such Recycled Water (Judgement, p. 7, lines 21-27).

~~7.1~~7.3 Notice of Adjustment of Rights from an Overlying ~~Pumper~~ Party to an Appropriator

The Overlying ~~Pumper~~ Party and Appropriator shall complete a Notice ~~of Adjustment of Rights (Form 5 – Notice~~ to Adjust Rights of an Overlying Party ~~d~~Due to Proposed Provision of Water Service by an Appropriator (Watermaster Form 5) and file it with the Watermaster.

check font

Required supplemental documentation to be filed with a Form 5 includes the following:

(a) a map identifying the individual Overlying Party parcel(s) receiving potable water service by the Appropriator;

(b) a listing of the parcel(s) by their current (by the date of the Form 5 submittal) Assessor's Parcel Number (APN), the original APN of the parcel(s) listed in Exhibit D of the Judgement, the volume(s) of potable water served to each parcel, and the total volume of potable water served in the calendar year;

(c) Additional supplemental documentation of water served shall be submitted, if applicable, for subsequent years until the total volume of water served is equal to the volume of "Earmarked Water" listed in the executed Form 5 between the Overlying Party and Appropriator.

7.4 Accounting for Transfers

~~(a)~~ Watermaster shall maintain an accounting of acquisitions by Appropriators of water otherwise subject to Overlying Water Rights as the result of the provision of water service by an Appropriator. The Watermaster shall maintain an accounting of all transfers, and such accounting shall be included in the Annual Report and other relevant Watermaster reports ~~as appropriate~~.

delete

~~7.2~~7.5 Transfer of Water Between Appropriators

Any Appropriator may transfer all or any portion of its ~~Appropriator's Production Right or Operating Yield~~Storage Account that is surplus to its needs to another Appropriator in accordance with these Rules and Regulations. The Appropriators shall file a Transfer of Right to Recapture Water in Storage Between Appropriators (Watermaster Form 8) with the Watermaster to document the agreed-upon transfer of a specific quantity of water from the Transferor's Storage Account to the Transferee's Storage Account. The Watermaster shall maintain an accounting of all transfers, and such accounting shall be included in the Annual Report and other relevant Watermaster reports as appropriate.

prior to the transfer taking place.

~~7.3~~7.6 Availability of Unused Overlying Production and Allocation to the Appropriator Parties

Except as provided for in Section 7.0 herein, to the extent that groundwater pumping by an ~~o~~Overlying ~~P~~party to the Judgment does not exceed five times the share of safe yield ~~assigned~~ allocated to the ~~o~~Overlying ~~p~~Party during any five-year period (see column 4 of Exhibit B to the Judgment), the amount of groundwater not produced by such ~~overlying~~ Overlying ~~P~~party pursuant to its rights under the Judgment shall be available for allocation to the ~~appropriator~~ Appropriator ~~p~~Parties in accordance with their respective percentage shares of unused safe yield (see column 3 of Exhibit C to the Judgment). The availability and allocation of any such groundwater not produced by the ~~o~~Overlying ~~P~~parties in accordance with their rights under the Judgment shall be first determined in fiscal year 2008/09 and every year thereafter. The table below illustrates the allocation process anticipated ~~in the~~for the first 10 years of the Judgment.

8 COORDINATION WITH THE SAN GORGONIO PASS WATER AGENCY AND OTHER AGENCIES

8.0 In General

The San Gorgonio Pass Water Agency ("Agency") was established by the California Water Uncodified Act No. 9099. The Agency has contracted with the California Department of Water Resources to import as much as 17,300 acre feet of water from the California State Water Project. ~~As of 2004, the Agency is importing, at its sole cost and expense, up to 2,000 acre feet of State Water Project water per year for recharge in the Beaumont Basin.~~

8.1 ~~Potential Conflict~~

Delete Section 8.1

The Agency has expressed concern that the exercise of its powers may conflict with the powers of the Watermaster, a concern that the Watermaster has acknowledged.

8.2 Coordination of Water Resources Management Activities

The Judgment provides that any Person may make reasonable beneficial use of the Groundwater Storage Capacity for the storage of Supplemental Water; provided however that no such use shall be made except pursuant to a written Groundwater Storage Agreement with the Watermaster. (Judgment, p. 15, lines 17-~~214~~). Therefore, in order to minimize the potential for conflict, the Watermaster is authorized to coordinate with the Agency, or other agencies such reasonable Groundwater Storage Agreements. Each such Agreement shall address (for example) whether the management activity that is the subject matter of the Agreement will increase or deplete water supplies, enhance or impair water quality, is engineeringly feasible, and whether it will provide the greatest public good with the least private injury.

8.3 Groundwater Storage Agreement with San Gorgonio Pass Water Agency

The Watermaster accepted the Agency's Groundwater Storage Agreement application in February 2018 (Watermaster Resolution 2018-01) and granted a Storage Account for up to 10,000 acre-feet of Stored Water to the Agency. The Agency purchases State Water Project (SWP) water when available to recharge the Beaumont Basin via the Beaumont Avenue Recharge Facility and/or the Brookside East Recharge Facility. SWP water purchased from an Appropriator and used to recharge the Beaumont Basin will go directly into the Appropriator's Storage Account; SWP water purchased by the Agency and used to recharge the Beaumont Basin will be placed into the Agency's Storage Account.

RULES AND REGULATIONS

OF THE

BEAUMONT BASIN WATERMASTER

Adopted: June 8, 2004
Amended: February 7, 2006
Amended: September 9, 2008
Amended: April 18, 2012
Amended: June 25, 2019
Amended: December 7, 2022

Table of Contents

SECTION **PAGE NO.**

1 GENERAL PROVISIONS

1.0 In General

In general, the Beaumont Basin Watermaster will strive to accomplish as many of its specific duties as is feasible and practical by entering into agreements with the Parties for the performance of those duties (e.g., meter installation, testing and maintenance, meter reading, water level measurement, etc.). Nothing herein shall conflict with the terms of the Judgment.

1.1 Definitions

The terms used in these Rules and Regulations shall have the same meanings as set forth in Section 1, Paragraph 3 of the Judgment, unless the context shall clearly indicate a different meaning. The following additional terms are defined for the purposes of these Rules and Regulations:

(a) "Annual or Year" means a ~~fiscal~~ calendar year, ~~July~~ January 1 through ~~June~~ December 3~~0~~1 ~~following~~, unless the context shall clearly indicate a different meaning.

(b) "Judgment" means the Amended Judgment Pursuant to Stipulation Adjudicating Groundwater Rights in the Beaumont Basin dated ~~February~~ March 4~~1~~4, ~~2004~~ 2019 in the Riverside Superior Court, Case No. RIC 389197.

(c) "New Yield Water" means water derived from an increase in yield in quantities greater than historical amounts from sources of supply including, but not limited to, capture of available stream flow and rising groundwater, by means of projects constructed after February 20, 2003.

(d) "Party" or "Parties" means any Person(s) named in the Judgement, or who has intervened, or has become subject to the Judgement either through stipulation, trial or otherwise.

~~(b)~~(e) "Producer" or "Pumper" means any Person who extracts groundwater from the Beaumont Basin.

(f) "Salt Credits" means an assignable credit that may be granted by the Regional Water Quality Control Board and computed by the Watermaster from activities that result from the removal of salt from the Basin, or that result in a decrease in the amount of salt entering the Basin. Salt Credits may be used by Appropriators to facilitate implementation of the Integrated Regional Water Management Program for the San Timoteo Watershed (Wildermuth, 2005) ~~Beaumont Basin Water Resources Management Plan~~ and as an offset against potential impacts associated with discrete projects. This does not preclude development of Salt credits by Appropriators implementing projects through agreements with their users.

(g) "Storage Account" represents a record of the amount of water stored in the Beaumont Basin and available for recapture by an Appropriator or Party subject to a Groundwater Storage Agreement. A Storage Account is assessed annually and includes water gained as a share of an Appropriator's Operating Yield, water acquired by transfer, New Yield, and Supplemental Water

minus the amount of water pumped from the Beaumont Basin and water transferred to another Appropriator or Storage Party.

(h) "Storage Party" represents a Party that entered into an executed Groundwater Storage Agreement with the Watermaster. A Storage Party has acquired permission from the Watermaster to store a limited amount of Stored Water in the Beaumont Basin and may recapture the same Stored Water for reasonable beneficial use while not adversely impacting the beneficial uses of other Producers in the Basin.

(i) "Stored Water" means Supplemental Water and New Yield Water stored in the Beaumont Basin pursuant to a Groundwater Storage Agreement with the Watermaster.

~~(c)~~(j) "Supplemental Water" means water imported into the Beaumont Basin from outside the Beaumont Basin including, without limitation, water diverted from creeks upstream and tributary to Beaumont Basin and water which is recycled and useable withing the Beaumont Basin.~~.~~

~~(d)~~(k) "Watermaster" and "Watermaster Committee" means the 5-member committee of the Beaumont Basin Watermaster composed of persons nominated by the City of Banning, the City of Beaumont, the Beaumont-Cherry Valley Water District, the South Mesa Mutual Water Company and the Yucaipa Valley Water District, each of whom shall have the right to nominate one representative who shall be an employee of or consultant to the nominating agency.

2 ADMINISTRATION

2.0 Principal Office

The principal office of the Watermaster shall be:

Office of the Watermaster Secretary
c/o Beaumont-Cherry Valley Water District
560 Magnolia Avenue
Beaumont, CA 92223

or at such other location as may be designed from time-to-time by the Watermaster by resolution.

2.1 Records

All records of the Watermaster shall be available for public inspection pursuant to the California Public Records Act, except as otherwise provided by law. Paper ~~C~~copies of such records may be obtained upon payment of the cost of duplication. Digital copies of the Judgement, Resolutions adopted by the Watermaster, the Watermaster Rules and Regulations, annual Watermaster reports, 10-year Redeterminations of the Safe Yield of the Beaumont Basin, and other documents may be accessed at the Beaumont Basin Watermaster website located at https://beaumontbasinwatermaster.org.

2.2 Meetings of the Watermaster

The Watermaster shall conduct regular meetings on the first Wednesday of every even numbered month. Special meetings and workshops may be called as necessary to conduct the business of the Watermaster. All meetings of the Watermaster shall be open in public and conducted in accordance with the provisions of the California Open Meeting Law (Brown Act).

2.3 Quorum

A majority of the 5-member committee acting as the Watermaster shall constitute a quorum for the transaction of business.

2.4 Voting Procedures

Only action by affirmative vote of a majority of the members of the Watermaster Committee shall be effective.

2.5 Employment of Experts and Agents

The Watermaster may employ or retain such administrative, engineering, geologic, hydrogeologic, accounting, legal or other specialized personnel and professional consultants as it may deem appropriate.

2.6 Acquisition of Facilities

The Watermaster may purchase, lease and acquire all necessary real and personal property, including facilities and equipment.

2.7 Investment of Funds

The Watermaster may hold and invest all Watermaster funds in investments authorized from time-to-time for public agencies of the State of California, pursuant to a Statement of Investment Policy adopted by the Watermaster Committee on March 9, 2004 as documented in Watermaster Resolution 2004-01.

2.8 Borrowing

The Watermaster may borrow, from time-to-time, amounts not exceeding annual receipts (payments on funds borrowed to implement Watermaster projects and programs must be included in Watermaster assessments such that they are part of Watermaster's annual receipts).

2.9 Contracts

The Watermaster may enter into contracts and agreements for the performance of any of its powers, and may act jointly or cooperate with agencies of the United States, the State of California, or any political subdivisions, municipalities, special districts or any person.

2.10 Budgets

The Watermaster shall prepare a proposed annual administrative budget for the upcoming fiscal year (July 1 – June 30 of subsequent year) for Watermaster review. The Watermaster shall hold a public hearing on each such budget prior to adoption. Budgets shall be prepared in sufficient detail so as to make a proper allocation of the expenses and receipts. The adopted budget shall be funded in the upcoming fiscal year through assessments made pursuant to the Judgment. Expenditures within budgeted items may thereafter be made by the Watermaster as a matter of course (Judgment p.~~22~~15, lines 25~~3~~-27~~5~~ and p. 16, lines 1-2).

2.11 Assessments

Pursuant to the Judgment, Watermaster is empowered to levy and collect the following assessments:

(a) Annual Replenishment Assessments. The Watermaster shall levy and collect assessments in each year, in amounts sufficient to purchase replenishment water to replace Overproduction by any Party from the prior ~~fiscal~~ calendar year. Replenishment assessments shall be collected not later than ~~October~~ April 1 of ~~each~~ the subsequent year. Under no circumstances shall Overlying Parties be required to pay assessments for pumping in an amount up to that set forth in column 4 of Exhibit B of the Judgment, subject to Section III of the Judgment.

(b) Annual Administrative Assessments. Annually, not later than the June meeting of the Watermaster, a General Administrative Budget shall be adopted for the ensuing fiscal year for the purpose of funding General Administration Watermaster Expenses. The General Watermaster Administration Expenses shall include office rent, labor, supplies, office equipment, incidental expenses and general overhead. General Watermaster Administration Expenses will be assessed equally among the Appropriators who have appointed representatives to the Watermaster (Judgment, p. ~~19~~12, lines ~~21~~9-~~27~~17).

(c) Special Project Assessments. Special Project Assessments will be levied to cover special project expenses including: special engineering, economic or other studies, litigation expenses, meter testing or other major operating expenses. Each such project shall be assigned a task order number and shall be separately budgeted and accounted for. Special Project Expenses shall be allocated to the Appropriators, or portion thereof, on the basis of benefit. This may be accomplished through the identification and implementation of Special Project Committees. A Specific Project Committee may involve a specific Party or any group of Parties, provided that no Party shall be involved without its approval (Judgment, p. ~~20~~14, lines 1~~4~~-19). Special Project Assessments shall be invoiced upon approval of a budget and a scope of work for a Special Project by Project Committee.

(d) Supplemental Assessments. Supplemental Assessments may be levied based on incurring unbudgeted or unforeseen expenses as approved by Watermaster. Examples include Special Project expenses for litigation in which Watermaster has taken action to participate. All Supplemental Assessments shall reference the Watermaster action authorizing same and be invoiced within one ~~week~~ month of the Watermaster action.

(e) Assessment Procedure. Assessments shall be levied and collected as follows:

i. Notice of Assessment. The Watermaster shall give written notice of all applicable assessments to each producer in the form of an invoice.

ii. Payment. Each assessment shall be payable on or before thirty (30) days after the date of invoice, and shall be the primary obligation of the party or successor owning the water production facility at the time written notice of assessment is given, even though prior arrangement for payment by others has been made in writing and filed with the Watermaster.

iii. Delinquency. Any delinquent assessment shall incur a late charge of 10% per annum (or such greater rate as shall equal the average current cost of borrowed funds to the Watermaster) from the due date thereof.

iv. Assessment Adjustments. The Watermaster shall make assessment adjustments as necessary for the reporting period as either a credit or a debit in the next occurring assessment period unless otherwise reasonably decided by the Watermaster.

v. Collection of Delinquent Assessments. The Watermaster may bring suit in a Court having jurisdiction against any Producer for the collection of any delinquent assessments and interest thereon. The Court, in addition to any delinquent assessments, may award interest and reasonable costs including attorneys' fees.

(f) Salt Credits. Watermaster may establish a method of calculating salt credits in the future as part of a conjunctive use program or as part of the maximum benefit objectives demonstration program for discrete projects.

2.12 Annual Report

A draft ~~-~~annual report shall be prepared by May and final report shall be prepared by July of each year (Watermaster Resolution 2011-01). At a minimum, the annual report will describe Watermaster's operations, assessments and expenditures, and a review of Watermaster activities. The annual report shall also include a summary ~~report~~ describing and updating the state of the groundwater basin, including the status of monitoring, storage, water quality, ~~any basin condition information collected or analyzed~~ and a current active party list.

~~2.13 Basin Condition Report~~

~~The Watermaster shall prepare, at least once every two years, a "state of the groundwater basin" report including an update on the status of monitoring, storage and water quality.~~

~~2.14 Interventions~~

~~Any Person who is neither a Party to the Judgment nor a successor or assignee of a Party to the Judgment may seek to become a party to the Judgment by filing a petition in intervention. Watermaster will provide a standard form for interventions should the need arise, and will report on any such interventions in its annual report. Interveners shall have no water rights under the Judgment (unless acquired from an Appropriator Party).~~

~~2.15~~2.13 Notice and Waiver of Notice

Pursuant to the Judgment, each Party shall designate, in writing, the name and address to be used for purposes of all subsequent notices and services under the Judgment. Such designation may be changed by filing a written notice with the Watermaster. Any Party desiring to be relieved of receiving notices of Watermaster activity may file a waiver of notice on a form to be provided by the Watermaster. Watermaster staff shall maintain, at all times, a current list of Parties to whom notices are to be sent and their addresses for the purposes of service as well as a current list of the names and addresses of all parties or their successors and assigns. Copies of such lists shall be available to any Person.

~~2.16~~2.14 Watermaster Alternates

To ensure consistency in the administration of the affairs of the Watermaster, the members of the Watermaster Committee will endeavor to attend all meetings of the Watermaster. However, from time-to-time the press of business may prevent such regular attendance. Therefore, the members of the Watermaster agencies may appoint an alternate member to the Watermaster Committee who, in the absence of the regular member, shall, if present, participate in a meeting of the Watermaster the same as if the alternate member were a regular member of the Watermaster Committee. Each alternate member must hold a senior management position within the organization of the appointing Watermaster member agency.

3 MONITORING

3.0 Scope

The Watermaster will carry out the monitoring activities described in this section of the Rules & Regulations ~~the Beaumont Basin Management Plan~~ and such policies and procedures as may be deemed necessary by the Watermaster. Any such policies and procedures shall be adopted at regular or special meetings of the Watermaster and reported in the Watermaster's annual report.

3.1 Measuring Devices

Groundwater production shall be monitored by measuring devices and/or meters (hereinafter collectively, "meter" or "meters"), as follows:

(a) Meter Installation. Except as otherwise provided by agreement, such necessary meters as Watermaster may deem appropriate shall be installed as follows:

i. New Wells:

1. Appropriator Wells. A meter shall be installed on each new Appropriator well by the Appropriator and at the Appropriator's expense concurrently with the installation of the pump.

2. Overlyer Wells. A meter shall be installed on each new Overlyer well by the Watermaster and at the Watermaster's expense concurrently with the installation of the pump.

ii. Existing Wells. Meters shall be installed on existing wells as soon as practicable by the Watermaster at the Watermaster's expense.

(b) Meter Maintenance. The Watermaster shall, at its expense, perform routine maintenance on all well meters in the Beaumont Basin.

(c) Inspection, Testing, Repair and Retesting. Meters shall be inspected and tested as deemed necessary by the Watermaster and the cost thereof borne by the Watermaster. The Watermaster may contract for a meter testing service or with an Appropriator for meter inspection and/or testing. Any Producer may request an evaluation of any or all of its water meters at any time; provided, however, the Watermaster shall only pay for tests initiated by the Watermaster. Meter repair and retesting will be a Producer expense (Judgment, p~~p~~. ~~18-19~~13, lines ~~28-~~22 – ~~7~~26).

3.2 Reporting By Producers

Each Producer producing in excess of 10 acre-feet per year shall file with the Watermaster on forms provided therefore, a monthly report of its total water production during the preceding calendar month, together with such additional information as the Watermaster may reasonably require (including power

use records, if unmetered). The report shall be due on the fifteenth (15th) day of the month next succeeding the end of each respective month. Appropriators shall report groundwater levels and Overlying Owner production along with such additional information as may be necessary to complete the Watermaster monitoring program through Agreements with the Watermaster. Producers producing 10 acre-feet or less per year shall file an annual report of their total water production during the preceding fiscal year by the 15th of July of each year on forms provided therefore.

3.3 Groundwater Level Measuring and Reporting Procedures

The watermaster will carry out all groundwater measuring activities in accordance with the procedures identified hereafter and in accordance with the Groundwater Elevation Monitoring Guidelines issued by the California Department of Water Resources (DWR, 2010) for the California Statewide Groundwater Elevation Monitoring (CASGEM) program and the Monitoring Protocols, Standards, and Sites Best Management Practices issued by DWR to assist in the development of monitoring protocols for Groundwater Sustainability Plans (DWR, 2016).

To the extent possible, groundwater level monitoring events shall be coordinated so that measurements are taken in the late spring and late fall to record the annual highs and lows, respectively, in groundwater levels in the Beaumont Basin.

3.3.1 Communication and Planning

The Beaumont Basin Watermaster and representatives of the Watermaster will conduct the following procedures to coordinate the collection of water level data with all stakeholders owning a well that is part of the Beaumont Basin groundwater monitoring network:

1) Notification of the intent of the Watermaster to access the respective party's well to collect a water level measurement will be provided via email, text message, or phone call two weeks, at a minimum, before the data collection event.

2) Verification of receipt of the notification and authorization by the well owner granting access to the well shall be obtained by the Watermaster and Watermaster representative via email, text message or phone call at least three days prior to accessing the well.

    a) The Watermaster and/or Watermaster representative will follow up with an email, text message or phone call should the well owner not respond within three days of the groundwater monitoring event.

    b) All forms of correspondence shall be documented (e.g., record date and time of text message delivery).

3) All efforts shall be made by the Watermaster representative to accommodate the schedule of the well owner to access the well within the two-week period set for the groundwater monitoring event,

and to provide the well owner the opportunity to observe the collection of data at their respective well.

4) Digital and hard copies of the groundwater level measuring and reporting procedures shall be made available at the well owner's request at the time of data collection.

5) Arrangements, to the extent possible, shall be made with the well owner to collect a static water level measurement per Section 3.3.4 ~~(d)(c)~~. This may include requesting that the well be idle for 24 hours, at a minimum, prior to measuring the water level.

3.3.2 Monitoring Well Network

3.3.2.1 Existing Wells

The monitoring well network used by the Watermaster for purposes of characterizing groundwater conditions in the Beaumont Basin shall include all accessible production and monitoring wells owned by the Appropriators, Overlying Parties, and other stakeholders. The following highlight the minimum requirements for existing wells to be included in the Beaumont Basin monitoring well network:

1) Wells in the monitoring network shall be screened in the unconsolidated Quaternary alluvium and upper portion of the San Timoteo Formation, together comprising the water-bearing aquifer of the Beaumont Basin.

2) Groundwater level measurements shall be taken from a clearly marked and permanent reference point on the top of a sounding tube, well casing, or other permanent feature.

3) Reference points shall be surveyed by a California licensed surveyor. The survey shall include the following details:

   a) Well locations (center point of well casing) shall be referenced to the North American Datum of 1983 (NAD83) and reported in decimal degrees for latitude and longitude.

   b) Elevations shall be referenced to the North American Vertical Datum of 1988 (NAVD88) with an accuracy, at a minimum, of 0.5 foot. The following features, if applicable, shall be surveyed at each well point:

      (1) Top of Well Casing or Sounding Tube (i.e., TOC)

      (2) Top of protective steel riser or monument cover

      (3) Land surface

3.3.2.2 New Wells

New wells installed in the Beaumont Basin shall be equipped with dedicated sounding tubes (if a production well) or have open casing to facilitate the use of a water level metering device to measure

groundwater elevations. The new well shall be constructed to accommodate the installation of a 7/8-inch diameter dedicated pressure transducer. The following highlight the minimum requirements for new wells to be included in the Beaumont Basin monitoring well network:

1) Well construction details and survey results by a licensed surveyor shall be shared with the Beaumont Basin Watermaster and included in the well network database for the Beaumont Basin.

2) New wells that are screened fully or partially in the unconsolidated Quaternary alluvium and upper portion of the San Timoteo Formation, together comprising the water-bearing aquifer of the Beaumont Basin, will be included in the monitoring well network for the Beaumont Basin.

3) Groundwater level measurements shall be taken from a clearly marked and permanent reference point on the top of a sounding tube, well casing, or other permanent feature.

4) Reference points shall be surveyed by a California licensed surveyor. The survey shall include the following details:

    a) Well locations (center point of well casing) shall be referenced to the North American Datum of 1983 (NAD83) and reported in decimal degrees for latitude and longitude.

    b) Elevations shall be referenced to the North American Vertical Datum of 1988 (NAVD88) with an accuracy, at a minimum, of 0.5 foot. The following features, if applicable, shall be surveyed at each well point:

        i) Top of Well Casing or Sounding Tube (i.e., TOC)

        ii) Top of protective steel riser or monument cover

        iii) Land surface

3.3.3 Groundwater Water Level Measuring Devices

3.3.3.1 Electric Water Level Sounder

Where possible, groundwater levels shall be manually measured with an electric water level sounder calibrated to the nearest 0.01 ft. All equipment must be in good working condition. No damaged or refurbished electric sounding tape should be used, unless specifically approved by the Watermaster.

3.3.3.2 Dedicated Pressure Transducers

Dedicated pressure transducers shall be installed in monitoring and production wells identified as key wells for administration of the Judgement. The pressure transducers shall be installed below the groundwater level and pressure-rated for the range of anticipated groundwater level fluctuations due to seasonal fluctuations and/or groundwater production.

Dedicated pressure transducers shall be equipped with a datalogger that is programmable to measure and record water levels at a desired frequency. Each dedicated pressure transducer shall measure absolute pressure in units of pounds per square inch (psia) and/or feet of water. The Watermaster shall use separate pressure transducers dedicated to measure barometric pressure in units of psia and/or feet of water to provide a general characterization of barometric pressure in the Beaumont Basin.

3.3.4 Manual Groundwater Level Measurements

The following procedures shall be used to measure and record manual groundwater level measurements in the field.

3.3.4.1 Water Level Form

1) Upon arrival at each well site, the field technician shall note the following information on a standardized Water Level Field Form (see Appendix A):

    a) Name of well owner

    b) Well Identifier (e.g. well owner name, State Well ID)

    c) Date (mm/dd/yyyy) and time (24 hr) of measurement

    d) Climate conditions (e.g., sunny, light breeze, air temp is 80 °F, etc.)

    e) Type of well (e.g., municipal, monitoring, agricultural, etc.)

    f) Status of water level and/or well: Static, Recovering (i.e., rising), Pumping, Artesian (i.e., flowing), Falling.

    g) Time since pumping stopped (i.e., idle time) if well was previously active.

    h) Method of water level measurement (e.g., electric water level sounder, airline, sonic, dedicated pressure transducer)

    i) Field technician and/or representative measuring the water level

    j) Any additional comment

2) Use one Water Level Field Form for each well. If possible, the same field form should be used at each well during each monitoring event.

3.3.4.2 Water Level Status

Where possible, groundwater level measurements must be representative of static (i.e. non-pumping) groundwater level conditions. To ensure measurements of static groundwater levels in active pumping

wells, the field technician collecting the data shall coordinate, verify, and/or confirm that the pump has been off for at least 24 hours prior to collecting the data (wherever possible).

3.3.4.3 Decontamination

All water level measuring equipment shall be cleaned prior to lowering it into the well(s) using the following decontamination procedure:

a) Wash equipment with an Alconox solution which is followed by a deionized water rinse.

b) Triple rinse equipment with deionized water.

3.3.4.4 Electric water level sounder

3.3.4.4.1 Before making a measurement

1) Inspect the sounding tape for wear, kinks, frayed electrical connections, and possible stretch. Make a notation in the Water Level Field Form documenting any wear or other issues that possibly affect measurements with the electric water level sounder.

2) Test that the battery and replacement batteries are fully charged.

3) Test the circuit by dipping the probe into tap water and observe whether the sounder indicator turns on and/or makes a sound to indicate the circuit is closed when in contact with water.

3.3.4.4.2 Making the Measurement

1) Lower the electrode probe slowly into the designated sounding port for production wells and into the main well for monitoring wells. Lower the probe until the circuit is closed and contact with the water surface in the well is made.

2) Measure the depth-to-water (DTW) by placing the sounder tape next to the dedicated and clearly marked reference point on the top of the sounding tube or well casing. Measure the DTW to the nearest 0.01-foot. The DTW shall be recorded as feet below reference point (or ft brp).

3) Lift the probe slowly a few feet and make second measurement by repeating the step above. If the 2nd measurement is more than 0.02 feet different from the first measurement, collect and record a third measurement. If more than two measurements are taken, record the average of all reasonable readings.

4) If the groundwater level is not static, stay at the well long enough (if reasonable time allows) for a static groundwater level. If that wait is more than 1 hour or not possible, make ten (10) or more measurements at 1-minute minimum intervals to document the rate of groundwater level rise or fall per 5 minutes for the non-static measurements. If necessary, use additional sheets of the Water Level Field Form to document all measurements. Document possible reason for the rise or fall of the water level in the comment section.

5) All DTW measurements shall be immediately recorded on the Water Level Field Form (see Appendix A). The DTW shall be compared to previous measurements in the field and re-measured if significantly different.

    a) If the DTW measurement appears incorrect or anomalous, provide the possible reason or recommend follow-up actions so that future measurements are representative of actual conditions at the well.

3.3.4.4.3 After Making the Measurement

1) The sounder tape and electrode probe shall be wiped down during retrieval from the sounding tube or well using a clean paper towel or disinfectant wipe.

2) If oil is noticeable on the sounder tape and/or electric probe, its presence and apparent thickness, if possible, shall be noted in the Water Level Field Form. The CASGEM Guidelines note that, “oil on the surface of the water may interfere with obtaining consistent readings and could damage the electrode probe.” An alternative method may be necessary to obtain an accurate water level measurement.

3) Refer to Section 3.3.4.3 for disinfection procedures.

4) The cap to the sounding tube or well shall be replaced.

5) Where applicable, the riser shall be secured with the dedicated lock.

6) Prior to leaving the monitoring well site, the field representative shall note any physical changes in the concrete well pad and riser pipe, such as erosion, cracks, or damage. All changes shall be recorded on the Water Level Field Form.

7) Whenever possible, an electric water level sounder should be used to measure the DTW in a well. The use of an airline or sonic water level meter should only be used when well conditions do not allow for electric water level sounder measurements.

3.3.4.5 Airline Measurements

Airline measurements are an acceptable alternative to measuring DTW in a well in the following cases:

1) There is no access port or sounding tube available to allow access of an electric water level sounder to measure the DTW.

2) No dedicated pressure transducer has been installed and calibrated to measure and record water levels

3) At the time of installation, the DTW measured by the airline was calibrated to a water level measured using an electric water level sounder or steel tape.

4) The airline extends a minimum 10 feet below the lowest anticipated water level in the well.

5) The airline is the only method for measuring a water level that the well can accommodate.

3.3.4.5.1 Making the Measurement

DTW measurements using an airline will be collected per the following (Cunningham et al., 2011):

1) The depth to the open end of the airline and length of the airline is known. The airline is secure and not subject to freely move in the well.

2) The pressure gauge is calibrated and covers the anticipated range in pressure fluctuations associated with water level fluctuations anticipated in the well due to seasonal and/or pumping effects.

3) The accuracy of the airline measurement must be documented in the Water Level Field Form. The typical accuracy using a pressure gauge is approximately 1 foot.

3.3.4.6 Sonic Water Level Meter

1) Sonic water level meter procedures vary by meter manufacturer. Refer to the meter operating instructions for procedures.

3.3.4.6.1 Making the Measurement

1) In general, use of a sonic meter requires an access port that is 5/8-inch or greater in diameter and a measurement of the average air temperature in the well casing.

    a) The typical accuracy of a sonic meter is 0.2 feet for water levels less than 100 feet or 0.2% for water levels deeper than 100 feet.

    b) Sonic water levels should not be used if the casing diameter is greater than 8-inches in diameter, air temperature inside the well is not known, there is an obstruction in the well casing that is close to half the well diameter or more, and there is no cover surrounding the meter in open wells.

3.3.5 Automatic Groundwater Level Measurements

3.3.5.1 Installation of Dedicated Pressure Transducers

1) Before installing a pressure transducer in a well, the water level in the well shall be confirmed at a static condition using an electric water level sounder (see Section 3.3.4.2 and 3.3.4.4) and no pumping from the well has occurred in the previous 24 hours.

2) The dedicated pressure transducer shall be lowered below the water level in the well to a depth within the transducer's pressure rating. The device shall be set at a depth to accommodate the anticipated fluctuations in the water level due to seasonal effects and pumping (if applicable).

3) Once the desired depth setting of the pressure transducer is set, the transducer shall be secured to the wellhead, casing, or other permanent structure.

4) A real-time reading of the pressure head (in feet of water) from the pressure transducer shall be collected and documented once it has been set and given time to equilibrate to the temperature of the water.

5) The measured DTW by the electric sounder shall be added to the height of water measured above the transducer's sensor to calculate the depth of the pressure transducer from the well's reference point.

6) The depth the transducer is set below the reference point, the make, model, and serial number of the pressure transducer, and battery life remaining (or usage) at time of deployment shall be recorded in a Water Level Field Form.

3.3.5.2 Installation of barometric pressure transducers

1) Barometric pressure transducers shall be installed in the protective steel casings of wells, well houses, or other protected structure that is open and/or in contact with the atmosphere.

2) The location of the barometric pressure transducer, the make, model, and serial number of the pressure transducer, and battery life remaining (or usage) at time of deployment shall be recorded in a Water Level Field Form.

3.3.5.3 Frequency of Water Level Measurements

1) Dedicated pressure transducers equipped with internal dataloggers shall be programmed to measure and record water levels in units of psi or feet of water at a frequency of once per hour at the top of the hour.

2) Water level data will be downloaded from each pressure transducer at least once every three months.

3) During each download session, the field technician will also obtain a manual groundwater level measurement to verify transducer readings and ensure that the instruments are working properly.

3.3.5.4 Frequency of Barometric Pressure Measurements

1) Barometric pressure transducers shall be programmed to measure and record barometric pressure in units of psi or feet of water at a frequency of once per hour at the top of the hour.

2) In the event any pressure transducer assembly must be removed from any particular well for download, the removed assembly shall be disinfected in accordance with decontamination procedures outlined under Section 3.3.4.3~~(c)~~d.

4 ~~OPERATING YIELD,~~ SAFE YIELD AND ~~NEW YIELD~~STORAGE ACCOUNTS

4.0 ~~Redetermination of Operating~~Annualized Safe Yield

The ~~Operating~~ Annualized Safe Yield of the Beaumont Basin shall be redetermined annually by the Watermaster based on an estimated annual change in storage, the estimated volume of natural recharge, and annual groundwater production from the Basin. ~~.~~

4.1 Redetermination of Safe Yield

The Safe Yield of the Beaumont Basin shall be redetermined at least every ten (10) years beginning 10 years after the date of entry of the Judgment (Judgment p. ~~22~~16, lines ~~63~~-~~95~~).

4.2 Storage Accounts

Storage Accounts represent a record of the amount of water in storage and available for recapture by an Appropriator or Storage Party. Storage Accounts are assessed annually and include the amount of water gained per an Appropriator's Operating Yield, water acquired via transfer, and New Yield minus the amount of water pumped and transferred to another Party. Supplemental Water used by an Appropriator or Storage Party to recharge the Beaumont Basin is added to their respective Storage Account and available for recapture.

4.2.1 Definitions

(a) Operating Yield is the maximum quantity of water which can be produced annually by the Appropriators from the Beaumont Basin, which quantity consists of Appropriative Water plus Temporary Surplus (Judgement p. 3, lines 20-22).
(b) Appropriative Water is the amount of Safe Yield remaining after satisfaction of Overlying Water Rights (Judgement p. 2, lines 26-27).
(c) Temporary Surplus is the amount of groundwater that can be pumped annually in excess of Safe Yield from a Groundwater Basin necessary to create enough additional storage capacity to prevent the waste of water (Judgement p. 5, lines 1-3).
(d) Appropriative Water Right represents each Appropriator's share of the Appropriative Water, which is expressed as a percentage of the share of the Safe Yield allocated to Appropriators in Exhibit C of the Judgement (Judgment p. 3, lines 1-2).

4.2.2 Temporary Surplus

The Appropriators were allocated a Temporary Surplus of 160,000 AF from 2003 to 2013 to increase Groundwater Storage Capacity for future conjunctive use projects and to bank some of that water for

future use (Langridge et al., 2016). Column 5 of Exhibit C of the Judgement provides a breakdown of the annual Appropriator allocations of the Temporary Surplus.

4.2.3 Storage Account Calculations

Storage Accounts are assessed annually by calculating the following:

(a) The sum of the Operating Yield, the amount of water acquired (transfer of Overlying Water Right to Appropriator and transfer of water from other Appropriators or Storage Parties), and New Yield Water.

(b) Subtracting the amount of water pumped by an Appropriator or Storage Party and the amount of water transferred to another Appropriator or Storage Party.

(c) Adding Supplemental Water used by an Appropriator or Storage Party to recharge the Beaumont Basin to the Appropriator's or Storage Party's respective Storage Account.

(d) The amount of water in a Storage Account represents the volume of water stored in the Beaumont Basin that is available for recapture.

~~4.2 New Yield~~

~~In order to encourage maximization of Basin water under the Physical Solution, New Yield shall be accounted for by the Watermaster in interim periods between re-determinations of the Safe Yield.~~

~~(a) New Yield includes proven increases in yield in quantities greater than the historical level of contribution from certain recharge sources that may result from changed conditions including, but not limited to, the increased capture of rising water, increased capture of available stormflow, and other management activities that occur after February 20, 2003, as determined by Watermaster (Judgment, p. 4, lines 1-5). These increases are considered New Yield.~~

~~(b) Recharge with new locally generated water shall be credited as New Yield to the Party that creates the new recharge. The Watermaster shall make an independent scientific assessment of the estimated New Yield to be created by each proposed project based upon monitoring data. The cost of the Watermaster scientific assessment of the New Yield shall be borne by the Party applying to create it.~~

~~(c) New Yield shall be allocated on an annual basis, based upon monitoring data and review by the Watermaster. (Judgment, p. 21, lines 14-20).~~

4.3 Losses or Spills from the Basin

Water in Storage may be subject to losses. The 2013 Redetermination of the Beaumont Basin Safe Yield indicated that losses from the Beaumont Basin occur as groundwater underflow along the southern and western boundaries of the Basin (Harder, 2015). The subsequent Beaumont Basin Storage Loss Analysis (Harder, 2018) indicated that Basin losses "associated with managed supplemental water recharge are highly sensitive to the volume of recharge and the location and pumping capacity of downgradient production wells to capture the water." ~~The Watermaster shall determine if losses are occurring and report its findings in the first Basin Condition Report. If losses are~~

~~occurring, Watermaster shall determine how much water is being lost.~~ The Storage Loss Analysis (TH&C, 2018) recommended that the groundwater flow numerical model of the Beaumont Basin may be used to quantify losses on an annual basis by comparing the groundwater underflow between a scenario simulating observed conditions to one with no managed recharge. Supplemental Water stored pursuant to Groundwater Storage Agreements shall be lost prior to Basin water (i.e., unused operating safe yield) held in Storage by a Party to the Judgment.

5 RECHARGE OF SUPPLEMENTAL AND NEW YIELD WATER

5.0 In General

All ~~Groundwater~~ Supplemental and New Yield Water Recharge activities in the Beaumont Basin shall be subject to the Watermaster Rules and Regulations:

(a) The Watermaster shall calculate additions, extractions and losses, and maintain an annual account of all recharged water in the Beaumont Basin, and any losses of water supplies or Safe Yield resulting from such recharged water (Judgement p. ~~21~~15, lines ~~9~~12-1~~35~~).

(b) The owners of existing publicly-owned recharge facilities shall cooperate with the Watermaster to expand, improve and/or preserve recharge facilities. The Watermaster shall cooperate with appropriate entities to construct and operate new recharge facilities.

(c) The Watermaster shall account for all sources of recharge and shall provide an annual accounting of the amount of recharge and the location(s) of the specific types of recharge.

(d) The Watermaster may determine to prepare a Recharge Master Plan, which Plan shall be periodically updated to account for changed conditions.

(e) The Watermaster may arrange, facilitate and provide for recharge by entering into contracts with appropriate persons, who may provide facilities and operations for the physical recharge of Supplemental and New Yield~~w~~ Water.

5.1 Sources of Supplemental Water

Supplemental Water may be obtained by the Watermaster from any available source. The Watermaster shall, however, seek to obtain the best quality of Supplemental Water at the most reasonable cost for recharge. Available sources may include, but are not limited to:

(a) Maximum beneficial use of Recycled Water, which shall be given a high priority by the Watermaster;

(b) State Project Water;

(c) Local Imported Water through facilities and methods for importation of surface and groundwater supplies from adjacent basins and watersheds;

(d) Available supplies of Metropolitan Water District;

(e) Stormwater recharge projects.

(f) Other Imported Water.

5.2 Method of Replenishment of Supplemental Water

The Watermaster may accomplish replenishment by any reasonable method, including:

(a) spreading and percolation, or injection of water in existing or new facilities,
~~(c)~~(b) in-lieu delivery arrangements and acquisition of unproduced water.

5.3 New Yield

In order to encourage maximization of Basin water under the Physical Solution (Judgement, Section V, p. 10), New Yield shall be accounted for by the Watermaster in interim periods between re-determinations of the Safe Yield.

(g) New Yield includes proven increases in yield in quantities greater than the historical level of contribution from certain recharge sources that may result from changed conditions including, but not limited to, the increased capture of rising water, increased capture of available stream flow, and other management activities that occur after February 20, 2003, as determined by Watermaster (Judgment, p. 3, lines 17-19). These increases are considered New Yield.

(h) Recharge with new locally generated water shall be credited as New Yield to the Party that creates the new recharge. The Party shall file an Application for Groundwater Storage Agreement (Watermaster Form 1) with the Watermaster to store and recapture the New Yield Water. The Watermaster shall make an independent scientific assessment of the estimated New Yield to be created by each proposed project based upon monitoring data (Judgment, p. 15, lines 16-20). The cost of the Watermaster scientific assessment of the New Yield shall be borne by the Party applying to create it.

(i) New Yield shall be allocated on an annual basis, based upon monitoring data and review by the Watermaster. (Judgment, p. 15, lines 19-20).

~~5.1 Application to Recharge Supplemental or New Yield Water~~

~~a) All recharge of Supplemental or New Yield Water shall be subject to Watermaster approval obtained by an application made to the Watermaster to protect the integrity of the Beaumont Basin.~~

~~5.2 Notice of Pending Applications~~

~~Upon receipt of an application, the Watermaster staff shall prepare a written summary and analysis of each such application. The application, along with the written summary and analysis shall be distributed to the Producers and any other interested parties not less than 21 days prior to the date the Watermaster is scheduled to consider and take action on the pending application. The cost of the summary and analysis of each application shall be borne by the applicant.~~

5.3 Watermaster Investigations of Applications

The Watermaster may, in its discretion, cause an investigation of the subject of a pending application. Any party to the proceeding may be requested to confer and cooperate with the Watermaster's staff and consultants, and to provide such additional information and data as may be reasonably required to complete the investigation.

5.4 Sources of Supplemental Water

Supplemental Water may be obtained by the Watermaster from any available source. The Watermaster shall, however, seek to obtain the best quality of Supplemental Water at the most reasonable cost for recharge. Available sources may include, but are not limited to:

(a) Maximum beneficial use of Recycled Water, which shall be given a high priority by the Watermaster;
(b) State Project Water;
(c) Local Imported Water through facilities and methods for importation of surface and groundwater supplies from adjacent basins and watersheds;
(d) Available supplies of Metropolitan Water District;
(e) Stormwater recharge projects.
(f) Other Imported Water.

5.5 Method of Replenishment

(a) The Watermaster may accomplish replenishment by any reasonable method, including spreading and percolation, injection of water in existing or new facilities, in-lieu delivery arrangements and acquisition of unproduced water.

6 GROUNDWATER STORAGE AGREEMENTS

6.0 In General

A substantial amount of available groundwater storage capacity exists in the Beaumont Basin that is not used for storage or regulation of ~~basin~~ Basin waters. It is essential that the use of storage capacity be undertaken only under Watermaster control and regulation so as to protect the integrity of the Beaumont Basin. The Watermaster shall exercise the regulation and control of storage primarily through the execution of Groundwater Storage Agreements (Watermaster Resolution 2005-01).

6.1 Storage and Recapture of Supplemental and New Yield Water

Storing Supplemental and New Yield Water for withdrawal, or causing withdrawal of Supplemental and New Yield ~~w~~Water unused and stored in prior years, shall be subject to the terms of a Groundwater Storage Agreement with the Watermaster. Any Supplemental and New Yield Water recharged by any P~~p~~erson not subject to the Judgement (any non-Appropriator individual, partnership, association, corporation, governmental entity or agency, or other organization) is deemed abandoned and shall not be considered ~~w~~water stored ~~stored~~ except pursuant to these Rules and Regulations and an executed Groundwater Storage Agreement.

6.2 Application for Groundwater Storage ~~of Water~~Agreement

The Watermaster will ensure that any Person, including, but not limited to, the State of California ~~and the~~ Department of Water Resources and San Gorgonio Pass Water Agency, shall ~~make~~submit an ~~a~~Application for Groundwater Storage Agreement to the Watermaster to store and ~~recover~~recapture Supplemental and New Yield ~~w~~Water as provided herein. The Watermaster shall also ensure that sufficient storage capacity shall be reserved for local Conjunctive Use projects implemented by the Appropriators.

6.3 Contents of Application for Groundwater Storage Agreements

Each Application for Groundwater Storage Agreement (Watermaster Form 1) shall include, but not be limited to, the following components:

(a) Identification and Contact Information of the Applicant
(b) Project Description
(c) Amount Requested
(d) Purpose of Storage
(e) The method and Location of Placement in Storage
(f) The method and Location of Recapture

~~The quantities and term of the storage right, which shall specifically exclude credit for any return flows;~~
~~A statement of the priorities of the storage right as against overlying, Safe Yield uses, and other storage rights;~~
~~The projected delivery rates, together with projected schedules and procedures for spreading, injection or in-lieu deliveries of Supplemental Water for direct use;~~
~~The calculation of storage water losses and annual accounting for water in storage; and~~
~~The establishment and administration of withdrawal schedules, locations and methods.~~

6.4 Supporting Documentation for Groundwater Storage Agreements

The following applications are required with the Application for a Groundwater Storage Agreement.

6.4.1 Application to Recharge Supplemental or New Yield Water

All recharge of Supplemental or New Yield Water by a Person not subject to the Judgement shall be subject to Watermaster approval obtained by an Application for Recharge (Watermaster Form 3) made to the Watermaster to protect the integrity of the Beaumont Basin. The Application for Recharge shall include information, at a minimum, on the following:

(a) Identification and Contact Information of the Applicant
(b) Identification of the source of Supplemental or New Yield Water
(c) The method of recharge (e.g., percolation, injection)
(d) The methodology for quantifying the volume of recharge on a monthly basis
(e) A description of the water quality of the source of recharge
(f) An evaluation of the potential impacts to water quality and groundwater levels in the Basin as a result of the recharge of Supplemental or New Yield Water

~~6.1~~6.4.2 ~~Relationship Between~~Application to Recapture ~~and~~ Water In Storage

Recapture of Supplemental and New Yield ~~w~~Water ~~held in a storage account~~ will generally be approved by the Watermaster via an Application to Recapture Water in Storage (Watermaster Form 4)~~as a component of and coincident with a Groundwater Storage Agreement~~. However, the Watermaster may approve a Groundwater Storage Agreement where the plan for recovery is not yet known. In such cases, the applicant for a Groundwater Storage Agreement may request Watermaster approval of the Agreement and subsequently submit and process ~~an independent~~at a later time an Application ~~for~~ to

Recapture Water in Storage to the Watermaster. The Application to Recapture Water in Storage shall include information, at a minimum, on the following:

(a) Identification and Contact Information of the Applicant
(b) The purpose of recapture
(c) The method and schedule of recapture (e.g., well extraction, exchange)
(d) The methodology for quantifying the volume of recapture on a monthly basis
(e) A description of the water quality of the water recaptured
(f) An evaluation of the potential impacts to water quality and groundwater levels in the Basin as a result of the recapture of Supplemental or New Yield Water

~~6.2 Storage of Water~~

~~Storing Supplemental Water for withdrawal, or causing withdrawal of water unused and stored in prior years, shall be subject to the terms of a Groundwater Storage Agreement with the Watermaster. Any Water recharged by any person is deemed abandoned and shall not be considered water stored except pursuant to these Rules and Regulations and a Groundwater Storage Agreement.~~

~~6.3 Application for Storage of Water~~

~~The Watermaster will ensure that any Person, including, but not limited to, the State of California and the Department of Water Resources, shall make an application to the Watermaster to store and recover water as provided herein. The Watermaster shall also ensure that sufficient storage capacity shall be reserved for local projects implemented by the Appropriators.~~

~~6.4 Contents of Groundwater Storage Agreements~~

~~Each Groundwater Storage Agreement shall include, but not be limited to, the following components:~~

~~(a) The quantities and term of the storage right, which shall specifically exclude credit for any return flows;~~
~~(b) A statement of the priorities of the storage right as against overlying, Safe Yield uses, and other storage rights;~~
~~(c) The projected delivery rates, together with projected schedules and procedures for spreading, injection or in-lieu deliveries of Supplemental Water for direct use;~~
~~(d) The calculation of storage water losses and annual accounting for water in storage; and~~
~~(e) The establishment and administration of withdrawal schedules, locations and methods.~~

6.5 Notice of Pending Applications

Upon receipt of ~~an~~ a Groundwater Storage Agreement application and supporting applications, the Watermaster ~~staff~~ shall prepare a written summary and analysis of each such application. The application along with the written summary and analysis shall be distributed to the ~~Producers~~ Applicant and any other interested ~~parties~~ Persons not less than 21 days prior to the date when the Watermaster is scheduled to consider and take action on the pending application. The cost of the written summary and analysis of each such application shall be borne by the applicant.

6.6 Watermaster Investigations of Applications

The Watermaster may, in its discretion, cause an investigation of the subject of a pending Groundwater Storage Agreement application. Any party to the proceeding may be requested to confer and cooperate with the Watermaster's staff and consultants, and to provide such additional information and data as may be reasonably required to complete the investigation.

6.7 Accounting for Water Stored

The Watermaster shall calculate additions, extractions and losses of all water stored and any losses of water supplies or Safe Yield resulting from such water stored, and keep and maintain for public record an annual accounting thereof.

6.8 Groundwater Storage Agreements

The Watermaster shall issue a Groundwater Storage Agreement (Watermaster Form 2), documenting the identification of the Storage Party, the amount of Supplemental and New Yield Water to be stored and recaptured in the Beaumont Basin, the reporting requirements of the Storage Party, the terms of the Agreement, and confirmation of the Watermaster's right to inspect the recharge and/or recapture facilities maintained and operated by the Storage Party. The Groundwater Storage Agreement will be signed by the Watermaster and the Storage Party.

The Watermaster may elect to adopt a resolution documenting the process of entering into a Groundwater Storage Agreement with a Storage Party.

7 ADJUSTMENTS OF RIGHTS

7.0 In General

In General, Overlying Parties shall have the right to exercise their respective Overlying Water Rights as decreed in Column 4 of Exhibit B to the Judgement, except to the extent provided in Section III, Paragraph 3, entitled Adjustment of Rights, of the Judgment. (Judgment, p. 6, lines 17-19). The allocation of Overlying Water Rights to each Overlying Party per Exhibit B to the Judgement was based on their individual historical usage from 1997 to 2001 and the projected maximum production for each Overlying Party, which together equaled the Beaumont Basin Safe Yield of 8,650 acre-feet per year defined at the time of the Judgement.

Subsequent 10-year redeterminations of the Safe Yield, as per section VI.5.Y of the Judgement, will require modifications to each Overlying Water Right proportionate to Exhibit B to the Judgement. The summation of all modified Overlying Water Rights shall be equivalent to the redetermined Safe Yield. The modified Overlying Water Rights shall remain in effect until the next 10-year redetermination of the Safe Yield and the approval and adoption of the redetermined Safe Yield by the Watermaster.

7.1 Overlying Water Rights and Redetermination of the Safe Yield

At the conclusion of a 10-year redetermination of the Safe Yield, the Watermaster shall prepare a draft technical report detailing the procedures and methodologies used to redetermine the Safe Yield. The report shall include a table documenting the initial Overlying Water Rights and subsequent modifications to those Overlying Water Rights for each redetermination of the Safe Yield.

If an Overlying Party has previously transferred a portion of or all of its Overlying Water Right to an Appropriator, then the Overlying Water Right will be adjusted accordingly by subtracting the transferred amount from the modified Overlying Water Right. If the modified Overlying Water Right is less than the amount previously transferred to an Appropriator, then the amount of the Overlying Water Right transferred to the Appropriator shall be reduced accordingly.

A draft of the technical report shall be presented to the Overlying Parties to review and provide comments. The Watermaster shall provide a 45-day review period for the Overlying Parties. The Overlying Parties shall provide, in writing, any comments to the Watermaster by the conclusion of the 45-day review period. The Watermaster shall respond, in writing, to the comments by the Overlying Parties within 30 days of the conclusion of the 45-day review period. The Watermaster may also consider, in their discretion, to hold a special meeting to address any technical and/or procedural questions by the Overlying Parties on the 10-year redetermination of the Safe Yield.

After the Overlying Parties comments are addressed and incorporated into the 10-year Redetermination of the Safe Yield technical report, the Watermaster shall consider approving the redetermined Safe Yield at a Watermaster Regular Meeting. The Watermaster shall document the approval of the redetermined Safe Yield in a resolution adopted by the Watermaster at a regular meeting. The resolution adopted by the Watermaster shall include a date for when the redetermined Safe Yield is effective for the Beaumont Basin.

7.07.2 In GeneralAdjustment of Overlying Water Rights

In General, Overlying Parties shall have the right to exercise their respective Overlying Water Rights except to the extent provided in Section III, Paragraph 3, entitled Adjustment of Rights, of the Judgment. (Judgment, p. 8, lines 12-14).

(a) To the extent any Overlying Party requests, and uses its adjudicated water rights to obtain water service from an Appropriator Party, an equivalent volume of potable groundwater shall be earmarked by the Appropriator Party which will serve the Overlying Party, up to the volume of the Overlying Water Rights as reflected in Column 4 of Exhibit "B" of the Judgment, for the purpose of serving the Overlying Party. (Judgment, p. 86, lines 1520-2724).

(b) When an Overlying Party receives water service as provided for in paragraph 7(a), the Overlying Party shall forebear the use of that volume of the Overlying Water Right earmarked by the Appropriator Party. The Appropriator Party providing such service shall have the right to produce the volume of water foregone by the Overlying Party, in addition to other rights otherwise allocated to the Appropriator Party. (Judgment, p. 87, lines 281– p. 9, line 75).

(c) Should the volume of the Overlying Water Right equal or exceed the volume of portable groundwater earmarked as provided in paragraph 7(a), the Appropriator Party which will serve the Overlying Party shall:

i.a) Impose potable water charges and assessments upon the Overlying Party and its successors in interest at the rates charged to the then-existing regular customers of the Appropriator Party, and

ii.b)Not collect from such Overlying Party any development charge that may be related to the importation of water into the Beaumont Basin. (Judgment, p. 7, lines 6–12).

If an Appropriator Party provides recycled water to serve an overlying use served with groundwater, then the Overlying Water Right shall not be diminished by the receipt of recycled water. (Judgment, p. 7, lines 16–18).

(d) The Appropriator Party which will serve the Recycled Water shall have the right to use that portion of the Overlying Water Right of the Overlying Party offset by the provision of Recycled Water service; provided, however, that such right of use by the Appropriator Party shall no longer be valid if the Recycled Water, provided by the Appropriator Party to the Overlying Party, does not satisfy the requirements of Sections 13550 and 13551 [of the Water Code] and the Overlying Party ceases taking delivery of such Recycled Water (Judgement, p. 7, lines 21-27).

7.17.3 Notice of Adjustment of Rights from an Overlying Pumper Party to an Appropriator

The Overlying Pumper Party and Appropriator shall complete a Notice of Adjustment of Rights (Form 5 – Notice to Adjust Rights of an Overlying Party dDue to Proposed Provision of Water Service by an Appropriator (Watermaster Form 5) and file it with the Watermaster.

Required supplemental documentation to be filed with a Form 5 includes the following:

(a) a map identifying the individual Overlying Party parcel(s) receiving potable water service by the Appropriator;

(b) a listing of the parcel(s) by their current (by the date of the Form 5 submittal) Assessor's Parcel Number (APN), the original APN of the parcel(s) listed in Exhibit D of the Judgement, the volume(s) of potable water served to each parcel, and the total volume of potable water served in the calendar year;

(c) Additional supplemental documentation of water served shall be submitted, if applicable, for subsequent years until the total volume of water served is equal to the volume of "Earmarked Water" listed in the executed Form 5 between the Overlying Party and Appropriator.

7.4 Accounting for Transfers

~~(a)~~ ~~.~~Watermaster shall maintain an accounting of acquisitions by Appropriators of water otherwise subject to Overlying Water Rights as the result of the provision of water service by an Appropriator. The Watermaster shall maintain an accounting of ~~a~~all transfers, and such accounting shall be included in the Annual Report and other relevant Watermaster reports as appropriate.

~~7.2~~7.5 Transfer of Water Between Appropriators

Any Appropriator may transfer all or any portion of its ~~Appropriator's Production Right or Operating Yield~~Storage Account that is surplus to its needs to another Appropriator in accordance with these Rules and Regulations. The Appropriators shall file a Transfer of Right to Recapture Water in Storage Between Appropriators (Watermaster Form 8) with the Watermaster to document the agreed-upon transfer of a specific quantity of water from the Transferor's Storage Account to the Transferee's Storage Account. The Watermaster shall maintain an accounting of all transfers, and such accounting shall be included in the Annual Report and other relevant Watermaster reports as appropriate.

~~7.3~~7.6 Availability of Unused Overlying Production and Allocation to the Appropriator Parties

Except as provided for in Section 7.0 herein, to the extent that groundwater pumping by an ~~o~~Overlying ~~P~~party to the Judgment does not exceed five times the share of safe yield ~~assigned~~ allocated to the ~~o~~Overlying ~~p~~Party during any five-year period (see column 4 of Exhibit B to the Judgment), the amount of groundwater not produced by such ~~overlying~~ Overlying ~~P~~party pursuant to its rights under the Judgment shall be available for allocation to the ~~appropriator~~ Appropriator ~~p~~Parties in accordance with their respective percentage shares of unused safe yield (see column 3 of Exhibit C to the Judgment). The availability and allocation of any such groundwater not produced by the ~~o~~Overlying ~~P~~parties in accordance with their rights under the Judgment shall be first determined in fiscal year 2008/09 and every year thereafter. The table below illustrates the allocation process anticipated ~~in the~~for the first 10 years of the Judgment.

Available Unused Overlying Production in Fiscal	Will be Allocated to the Appropriator Parties in Fiscal
2003/04	2008/09
2004/05	2009/10
2005/06	2010/11
2006/07	2011/12
2007/08	2012/13
2008/09	2013/14
2009/10	2014/15
2010/11	2015/16
2011/12	2016/17
2012/13	2017/18

Groundwater not produced by the Oo~~o~~verlying p~~P~~arties in accordance with their rights under the Judgment and determined to be available for allocation to the ~~appropriator~~ Appropriator p~~P~~arties pursuant hereto may be utilized by the ~~appropriator~~ Appropriator p~~P~~arties in accordance with the terms of the Judgment and these Rules and Regulations. Neither this rule nor its operation shall be deemed or construed in any way to change, limit or otherwise affect any rights awarded to and held by the ~~overlying~~ Overlying p~~P~~arties pursuant to the Judgment. Nor shall this rule or its operation result in any liability to the Oo~~o~~verlying p~~P~~arties or be deemed or construed as a transfer, assignment, forfeiture or abandonment of any overlying rights under the Judgment.

8 COORDINATION WITH THE SAN GORGONIO PASS WATER AGENCY AND OTHER AGENCIES

8.0 In General

The San Gorgonio Pass Water Agency ("Agency") was established by the California Water Uncodified Act No. 9099. The Agency has contracted with the California Department of Water Resources to import as much as 17,300 acre feet of water from the California State Water Project. ~~As of 2004, the Agency is importing, at its sole cost and expense, up to 2,000 acre feet of State Water Project water per year for recharge in the Beaumont Basin.~~

8.1 Potential Conflict

The Agency has expressed concern that the exercise of its powers may conflict with the powers of the Watermaster, a concern that the Watermaster has acknowledged.

8.2 Coordination of Water Resources Management Activities

The Judgment provides that any Person may make reasonable beneficial use of the Groundwater Storage Capacity for the storage of Supplemental Water; provided however that no such use shall be made except pursuant to a written Groundwater Storage Agreement with the Watermaster. (Judgment, p. 15, lines 1~~7~~-~~21~~4). Therefore, in order to minimize the potential for conflict, the Watermaster is authorized to coordinate with the Agency, or other agencies such reasonable Groundwater Storage Agreements. Each such Agreement shall address (for example) whether the management activity that is the subject matter of the Agreement will increase or deplete water supplies, enhance or impair water quality, is engineeringly feasible, and whether it will provide the greatest public good with the least private injury.

8.3 Groundwater Storage Agreement with San Gorgonio Pass Water Agency

The Watermaster accepted the Agency's Groundwater Storage Agreement application in February 2018 (Watermaster Resolution 2018-01) and granted a Storage Account for up to 10,000 acre-feet of Stored Water to the Agency. The Agency purchases State Water Project (SWP) water when available to recharge the Beaumont Basin via the Beaumont Avenue Recharge Facility and/or the Brookside East Recharge Facility. SWP water purchased from an Appropriator and used to recharge the Beaumont Basin will go directly into the Appropriator's Storage Account; SWP water purchased by the Agency and used to recharge the Beaumont Basin will be placed into the Agency's Storage Account.

Water in the Agency's Storage Account may be purchased and transferred from the Agency's Storage Account to an Appropriator's Storage Account. The Agency does not own or operate extraction facilities, and so would not extract any of the water from its Storage Account.

9 REVIEW PROCEDURES

9.0 In General

Nothing in the Judgment or these rules and regulations shall be deemed to prevent any party from seeking judicial relief against any other party whose pumping activities constitute an unreasonable interference with the complaining party's ability to extract groundwater. Any and all disputes between and among the Producers and/or the Watermaster shall be addressed expeditiously and resolved, if possible, amicably, in accordance with the following procedures.

9.1 Complaints or Contesting an Application

Any Producer or interested person may file a written complaint with the Watermaster concerning matters other than applications to recharge (Section 5), or store (Section 6), or contest an application to recharge or store water. The written complaint or objection shall describe the basis for the complaint or objection and the underlying facts and circumstances. Such complaint or objection shall be filed with the Watermaster at least fourteen (14) days before the item is to be agendized for the Watermaster Committee. The Watermaster staff shall provide notice of the complaint or objection to all interested parties.

(a) Answering the Complaint or Objection. At the discretion of the affected Party , a written answer to a complaint or objection may be filed at the time it is presented to the Watermaster Committee for consideration. In lieu of immediately answering the complaint or objection, the Party may request a reference to a two-member subcommittee of the Watermaster for review, discussion, and potential resolution prior to the item being agendized for Watermaster consideration.

(b) Continuance for Good Cause. An affected Party may also request a continuance to a subsequent Watermaster meeting (without reference to a subcommittee) and the request may be granted by the Watermaster's staff where good cause exists.

(c) Investigation by Watermaster. The Watermaster may, in its discretion, cause an investigation of the subject matter of the complaint. Any party to the proceeding may be requested to confer and cooperate with the Watermaster, its staff or consultants to carry out such investigations, and to provide such information and data as may be reasonably required.

(d) Uncontested Applications. The Watermaster shall consider and may approve or deny any uncontested application to recharge or store water at a regularly-scheduled meeting of the Watermaster. Where good cause appears, the Watermaster may also, conditionally approve, or continue an uncontested application to a future meeting. If the Watermaster staff recommendation to the Watermaster is to deny an application it shall first be referred to a two-member subcommittee of the Watermaster for review, discussion and potential resolution with the applicant.

(e) Judicial Review. Any action, decision, rule or procedure of the Watermaster shall be subject to review by the Court on its own motion or on timely motion by any Party as follows:

i. Effective Date of Watermaster Action: Any order, decision or action of the Watermaster pursuant to the Judgment or these Rules and Regulations on noticed specific agenda items shall be deemed to have occurred on the date of the order, decision or action.

ii. Notice of Motion for Judicial Review: Any Party May, by a regularly noticed motion, petition the Court for review within 90 days of the action or decision by Watermaster, except motions for review of assessments under the Judgment shall be filed within 30 days of mailing of the notice of the assessment. The motion shall be deemed to be filed and served when a copy, conformed as filed with the Court, has been delivered to the Watermaster staff, together with a service fee sufficient to cover the cost of photocopying and mailing the motion to each Party. The Watermaster staff shall prepare the copies and mail a copy of the motion to each Party or its designee according to the official service list that shall be maintained by the Watermaster staff pursuant to the Judgment. Unless ordered by the Court, any petition shall not operate to stay the effect of any Watermaster action or decision which is challenged.

iii. De Novo Nature of Proceeding: Upon filing of a petition to review a Watermaster action, the Watermaster shall notify the Parties of a date when the Court will take evidence and hear argument. The Court's review shall be de novo and the Watermaster decision or action shall have no evidentiary weight in such proceeding.

iv. Decision: The decision of the Court in such proceedings shall be an appealable Supplemental Order in this case. When it is final, it shall be binding upon the Watermaster and the Parties.

10 WATERMASTER FORMS

10.0 In General

In order to facilitate and expedite he performance of its duties, the Watermaster may, from time-to-time, develop standardized forms for the transaction of business. Such forms shall be adopted by minute action of the Watermaster Board.

10.1 Approved Forms

The following standardized forms shall be used, except when good cause exists for the use of a customized format:

1) Application for Groundwater Storage Agreement.
2) Groundwater Storage Agreement.
3) Application for Recharge.
4) Application (or Amendment to Application) to Recapture Water in Storage.
5) Notice to Adjust Rights of an Overlying Party due to Proposed Provision of Water Service by an Appropriator.
6) Request for Notice or Waiver of Notice and Designation of Address for Notice and Service.
7) Notice of Transfer of Appropriator Production Right or Operating Yield Between Appropriators.
8) Transfer of Right to Recapture Water in Storage Between Appropriators.
9) Water Level Field Form

11 REFERENCES

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- END OF RULES AND REGULATIONS -