

Notice and Agenda

Regular Meeting of the Beaumont Basin Watermaster

Wednesday, June 3, 2026 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	Beaumont-Cherry Valley Water District
City of Beaumont	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=UnNZcC9TbGZzTGFMHdhVkrMblczQT09>

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 – JUNE 3, 2026

I. Call to Order

II. Roll Call

Committee Member Agency	Primary Representative	Alternate
City of Banning	Arturo Vela, Chair	Shah Nawaz
City of Beaumont	Robert Vestal	Dustin Christensen
Beaumont-Cherry Valley Water District	Daniel Jagers	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. Consent Calendar

All matters listed under the Consent Calendar are considered by the Committee to be routine and may be approved in one motion.

A. Meeting Minutes

i. April 1, 2026 Regular Meeting [Page 6]

B. Status Report on Water Level Monitoring throughout the Beaumont Basin through May 18, 2026 [Page 15]

C. Comparison of Production Rights versus Production through April 2026 [Page 26]

VI. Reports

A. Report from Engineering Consultant - Hannibal Blandon, ALDA Engineering

B. Report from Hydrogeological Consultant - Thomas Harder, Thomas Harder & Co.

C. Report from Administrative Consultant – Steve Stuart, Dudek

D. Report from Legal Counsel - Thierry Montoya/Keith McCullough, FBT Gibbons, LLP

E. Report from San Gorgonio Pass Water Agency – Lance Eckhart, General Manager

VII. Discussion and Possible Action Items

- A. Review of Draft 2025 Consolidated Annual Report and Engineering Report [Memorandum No. 26-17, Page 28]
- B. Update on Revision of the Beaumont Basin Watermaster Active and Interested Parties List [Memorandum No. 26-18, Page 29]
- C. Consideration of Resolution 2026-__ to Reduce the Frequency of Regular Meetings to Quarterly and Amend the BBWM Rules and Regulations Section 2.2 “Meetings of the Watermaster” [Memorandum No. 26-19, Page 33]
- D. Presentation of Proposed Revisions to the BBWM Rules and Regulations and Consideration of Resolution 2026-__ to Amend the Watermaster Rules and Regulations [Memorandum No. 26-20, Page 35]
- E. Update on Basin Loss Analysis by Thomas Harder & Co. [Memorandum No. 26-21, Page 184]
- F. Resolution 2026-__ Adopting a Conflict of Interest Code Pursuant to the Political Reform Act [Memorandum No. 26-22, Page 193]
- G. Establishment and Assignment of ad hoc Committee to Develop a Procurement Policy [Memorandum No. 26-23, Page 199]

VIII. Topics for Future Meetings

	Item	Date Listed
A	Development of a Recycled Water Policy including Incidental Discharge	3/27/2019
B	Monitoring of future west side well sites and methodologies, and potential collaboration with USGS	10/5/2022
C	Discussion on what to do when an Appropriator goes negative	10/4/2023 and 11/1/2023
D	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
E	Procurement Policy including thresholds for RFP process	8/17/2021
F	Update on SGPWA long-term activities and projections to address the uncertainty of water supply for the region (Jaggers)	4/1/2026
G	Discussion on preparation of a preliminary outline of a treatise on monitoring and well data gaps (Harder / Jaggers)	4/1/2026

IX. Comments from the Watermaster Committee Members

X. Announcements

Per BBWM Rules and Regulations, the Committee meets on the first Wednesday of even-numbered months

2026 Meeting Dates	
Wednesday, August 5 at 11 a.m.	Regular Meeting
Wednesday, October 7 at 11 a.m.	Regular Meeting
Wednesday, December 2 at 11 a.m.	Regular Meeting

XI. Adjournment

NOTICES

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)).

Consent Calendar

**Record of the Minutes of the
Beaumont Basin Committee Meeting of the
Beaumont Basin Watermaster
Regular Meeting
Wednesday, April 1, 2026**

Meeting Location:

Beaumont-Cherry Valley Water District
560 Magnolia Ave., Beaumont, CA 92223

I. Call to Order

Vice Chair David Armstrong called the meeting to order at 11:03 a.m.

II. Roll Call

<i>City of Banning</i>	<i>Shah Nawaz (alternate)</i>	<i>Present</i>
<i>City of Beaumont</i>	<i>Robert Vestal</i>	<i>Present</i>
<i>Beaumont-Cherry Valley Water District</i>	<i>Dan Jagers</i>	<i>Present</i>
<i>South Mesa Water Company</i>	<i>David Armstrong</i>	<i>Present</i>
<i>Yucaipa Valley Water District</i>	<i>Joe Zoba</i>	<i>Present</i>

*Hannibal Blandon was present as engineer for the Beaumont Basin Watermaster (BBWM).
Thomas Harder was present as hydrogeologist for BBWM.
Thierry Montoya was present as BBWM legal counsel.
Steve Stuart was present as Administrator of the BBWM.*

Members of the public who registered and / or attended:

Mark Swanson, Beaumont-Cherry Valley Water District
Erin Anton, Yucaipa Valley Water District
Allison Edmisten, Yucaipa Valley Water District
Joyce McIntire, Yucaipa Valley Water District
Thaxton Van Belle, City of Beaumont
Brittany Lim, South Mesa Water Company
Matt Ford, Thomas Harder & Co.
Lauren Healey, Thomas Harder & Co.
John Covington, Morongo Band of Mission Indians
Lance Eckhart, San Geronio Pass Water Agency
Emmett Campbell, San Geronio Pass Water Agency
Matt Howard, San Geronio Pass Water Agency
Sarah Wargo, San Geronio Pass Water Agency
Larry Smith, San Geronio Pass Water Agency
Mickey Valdivia, San Geronio Pass Water Agency
Lynda Kerney, Beaumont-Cherry Valley Water District
Robert Rasha, Beaumont-Cherry Valley Water District
D. Lee

III. Pledge of Allegiance

IV. Public Comments: None.

V. Consent Calendar

- A. Meeting Minutes: February 4, 2026 Regular Meeting
- B. Status Report on Water Level Monitoring throughout the Beaumont Basin through March 16, 2026
- C. A Comparison of Production Rights versus Production through April 1, 2026
- D. Receive and File Notice of Legal Services Rate Adjustment dated February 17, 2026

Member Jagers drew attention to Item D, noting it represents a change in expenditures of hourly legal fees from \$275 to \$460 per hour, which parallels current rates. Vice Chair Armstrong said he had also researched current rates and concurred it is in line with others.

It was moved by Member Jagers and seconded by Member Vestal to approve the Consent Calendar items:

AYES:	Armstrong, Jagers, Nawaz, Vestal, Zoba
NOES:	None
ABSTAIN:	None
ABSENT:	None
STATUS:	Motion Approved 5-0

VI. Reports

- A. Report from Engineering Consultant – Hannibal Blandon, ALDA Engineering: *Mr. Blandon reported that six new monitoring wells have been identified as discussed at the last meeting and three have already been equipped. The remaining three will be equipped this afternoon.*
- B. Report from Hydrogeological Consultant – Thomas Harder, Thomas Harder & Co. (THC): *Mr. Harder reported that groundwater production numbers are being updated, but clarification is needed from BCVWD, YVWD, and Banning.*
- C. Report from Administrative Consultant – Steve Stuart, Dudek: *Mr. Stuart reported that the Beaumont Data Management System has been updated with groundwater levels, production, and climate data through 2025. It is expected to be updated quarterly, and he will reach out soon to Committee members to obtain first quarter data.*
- D. Report from Legal Counsel – Thierry Montoya – FBT Gibbons: *Mr. Montoya reported that he had been contacted by the City of Beaumont City Attorney regarding whether Watermaster Committee members should be elected officials. The current appointment process is fully consistent with the requirements of the Amended Judgment and has historically satisfied its provisions. He emphasized that, in overseeing the Judgment, the judges of Riverside Superior Court, Department 5, have consistently placed importance on ensuring that Watermaster Committee members possess appropriate technical expertise in engineering, water management, and water treatment. He explained that this expertise is critical to fulfilling the Judgment's*

core objectives, including protection of groundwater quality, prevention of losses, and management of the basin. He further noted that the Judgment does not contemplate elected status as a qualification for membership, and that imposing such a requirement would constitute a substantive modification requiring court approval. Mr. Montoya indicated that, in his view, the current structure is functioning as intended and provides the necessary expertise to carry out Watermaster responsibilities.

Mr. Montoya also reported that he has been working with Administrator Stuart to modernize and clarify the Watermaster Rules and Regulations consistent with the Amended Judgment, which is included as a matter on the agenda.

- E. Financial Status Report – Period Ending February 28, 2026: Member Zoba indicated that the report tracks cleanly based on task orders received and pointed to the running list of all approved tasks.

VII. Discussion and Possible Action Items

- A. Certification of Groundwater Production, Water Usage and Change in Storage for the 2024-2025 Water Year

Engineer Hannibal Blandon reported that, as required annually by April 1, the Committee must certify groundwater production and imported water use for Water Year 2025, which ended September 30, 2025. He summarized that over 99 percent of approximately 17,000 acre-feet of production was metered, more than 20,000 acre-feet of imported water was recharged, total basin use was 17,262 acre-feet, and storage increased by approximately 1,218 acre-feet, noting that the data has already been submitted to the State and is now presented for certification.

It was moved by Member Zoba and seconded by Member Jagers to certify groundwater production, imported water spreading, and change in storage in the Beaumont Groundwater Basin during Water Year 2025:

AYES:	Armstrong, Jagers, Nawaz, Vestal, Zoba
NOES:	None
ABSTAIN:	None
ABSENT:	None
STATUS:	Motion Approved 5-0

- B. Presentation and Discussion of Draft Consolidated Annual Report

Engineer Hannibal Blandon presented the draft Report and noted it is prepared on a calendar year basis, which differs from the water year reporting used for State certification. He outlined the scope of the report, including review of resolutions and Judgment activity, financial information, groundwater production and recharge, water transfers, storage accounting, basin conditions, water quality, and recommendations. He reported that no resolutions were adopted and no legal rulings affecting the Judgment occurred during calendar year 2025.

Mr. Blandon summarized groundwater production, stating that 2025 production was approximately 3.1 percent lower than the five-year average, with Beaumont-Cherry Valley Water District accounting for approximately 75 percent of total basin production over the past five years. He reported that overlying producers used approximately 29 percent of their production rights during the 2021–2025 period, indicating that a substantial portion of overlying rights remains unused and available for allocation to appropriators. He also described a correction to historical production reporting for Oak Valley Golf Course at Well No. 2, which resulted in an increase of approximately 418 acre-feet of unused overlying production available for distribution.

Mr. Blandon reported that more than 18,800 acre-feet of imported water was recharged during calendar year 2025, with the majority contributed by Beaumont-Cherry Valley Water District, and that approximately 3,911 acre-feet of treated wastewater was discharged from the City of Beaumont wastewater treatment plant to Cooper’s Creek. He noted that no transfers occurred between appropriators during 2025 and that adjustments to production rights were based on transfers of unused overlying production, prior allocations, and available storage.

Mr. Blandon presented storage accounting results, indicating that basin storage increased by approximately 9,144 acre-feet during 2025, resulting in total storage of more than 128,000 acre-feet across the basin. He highlighted that all agencies experienced positive changes in storage and noted that some agencies, including Beaumont-Cherry Valley Water District, have significantly increased stored water in recent years. He also reviewed the allocation of unused overlying production for future periods, indicating that approximately 4,645 acre-feet will be available for allocation for 2030.

Mr. Harder presented groundwater conditions in the basin and reported that groundwater flow patterns remain generally consistent with historical conditions. He noted that groundwater levels were approximately 10 feet lower on average in winter 2025 compared to the prior year, but that localized increases near the Noble Creek spreading grounds reflect recent imported water recharge. Mr. Harder explained that the calculated change in storage of 1,451 acre-feet appears inconsistent with the significantly larger volumes of imported water recharged in recent years, and attributed this discrepancy to data gaps and limitations in monitoring, particularly within the upper aquifer where recharge may be occurring but is not fully captured by existing measurement wells.

Mr. Harder reviewed groundwater hydrographs across the basin and stated that water levels in the regional aquifer have remained relatively stable in recent years, with some areas showing recovery to levels observed approximately a decade prior. He emphasized that while basin conditions appear generally stable, current monitoring primarily reflects the regional aquifer and does not adequately capture conditions in the upper aquifer, where recharge response is more immediate and pronounced. He recommended consideration of additional monitoring infrastructure, including installation of wells in identified data gap areas, to improve understanding of basin conditions and support more accurate storage accounting.

Mr. Harder also discussed the operating safe yield calculation, noting that recent estimates appear artificially low or negative due to underrepresentation of recharge-related storage increases in the data. He advised that these values should be interpreted cautiously, particularly

during periods of significant imported water recharge, and indicated that modeling may provide a more reliable representation of storage changes under current conditions.

Mr. Blandon then presented a summary of water quality conditions in the basin based on data from state databases and local monitoring programs. No primary federal drinking water standards were exceeded, while certain constituents, including hexavalent chromium, exceeded state standards in multiple wells and remain a significant regulatory concern with compliance required by October 2026. He further summarized nitrate and total dissolved solids concentrations, noting that most wells remain below applicable maximum contaminant levels, although some elevated concentrations persist in localized areas, particularly within the southern portion of the basin.

Mr. Blandon reviewed additional water quality parameters, including metals and organic compounds, and indicated that most constituents remain within acceptable limits, with limited exceedances of notification levels for select elements such as manganese and vanadium. He also compared current conditions to historical data, stating that overall water quality has generally improved since earlier reporting periods, with the exception of hexavalent chromium.

Member Jagers commented that, based on his review of the report, basin conditions appear to be generally stable, with no significant degradation or improvement in groundwater quality trends. He noted that hydrographs showing relatively flat groundwater levels are encouraging. He also referenced earlier technical work and modeling efforts, observing that projected water quality trends, particularly for nitrate, appear to be evolving differently than previously anticipated, and suggested that recharge patterns, mounding effects, and pumping conditions may influence how water quality changes over time within the basin.

Mr. Jagers further discussed the implications of recharge dynamics, including the potential for water to be temporarily retained in upper zones of the aquifer system before migrating downward. He indicated that understanding these processes is important for evaluating future recharge projects, including recycled water initiatives, and for assessing how recharge water may move laterally and vertically before reaching production wells. He asked whether, from the consultants' perspective, there were any emerging areas of concern that warrant additional attention by the Committee.

Mr. Harder responded that he generally agreed with Mr. Jagers' assessment that basin conditions appear stable and in good condition, particularly following several years of significant imported water recharge. He noted that a key ongoing issue is the reconciliation between storage accounting and physical storage conditions in the basin, which staff is continuing to evaluate. Mr. Blandon concurred, stating that from a production, storage, and recharge standpoint the basin is performing well, and that overall water quality has improved compared to earlier periods, with the exception of hexavalent chromium, which remains a regulatory concern.

Lance Eckhart, general manager of the San Geronio Pass Water Agency, emphasized the importance of expanding monitoring efforts, noting that reliable basin management depends on the quality and completeness of monitoring data. He noted that existing monitoring efforts should be fully utilized. He encouraged coordination among agencies to ensure that all available data is being incorporated into Watermaster analyses.

Mr. Eckhart expressed strong support for expanding the basin’s monitoring network to address identified data gaps, particularly in areas where groundwater conditions are not well understood. He suggested that the Watermaster consider preparing a focused, “grant-ready” technical memorandum identifying priority monitoring locations and needs. He indicated that the SGPWA would be interested in supporting efforts to secure grant funding for additional monitoring wells and potentially participating in cost-sharing or matching fund opportunities, as improving monitoring coverage would enhance the accuracy of basin management decisions, strengthen confidence in modeling results, and support long-term groundwater sustainability efforts.

Mr. Blandon requested that Committee members submit written comments by May 15 to allow for incorporation into a final report to be presented at the June 3 meeting.

C. Presentation of Proposed Revisions to the BBWM Rules and Regulations

Following direction from the February meeting, Mr. Stuart conferred with Legal Counsel Montoya to review the proposed revisions to the Watermaster Rules and Regulations and confirm their consistency with the Amended Judgment. He presented a redlined version of the proposed revisions incorporating legal counsel’s comments, along with a memorandum providing legal analysis, and requested Committee direction on whether to proceed toward adoption or incorporate additional revisions.

It was moved by Member Zoba to forward this to the June 3 meeting with a Resolution for adoption. The motion died for lack of second.

Member Armstrong expressed concerns regarding the scope and extent of the revisions, noting the volume of changes and questioning whether the document, as a legal instrument, should have been drafted more directly by legal counsel. He raised specific concerns regarding the introduction of new terminology and definitions, including potential inconsistencies with the Judgment, and indicated preference for additional review by his agency’s legal team prior to taking action. He emphasized the importance of ensuring that the revised Rules and Regulations remain fully aligned with the Judgment and do not inadvertently alter or misapply its provisions.

Legal Counsel Montoya responded that the collaborative drafting approach — combining administrative and technical input with legal review — provides value, but clarified that alternative approaches, including attorney-led drafting, could also be appropriate. He emphasized that the Rules and Regulations must remain consistent with the Amended Judgment and cannot conflict with its terms, and noted that his role had been to review and provide legal guidance on that consistency.

The Committee discussed the appropriate process for finalizing the revisions, including whether additional time should be provided for review and whether the proposed changes should be circulated to all parties to the Judgment. Members emphasized the importance of ensuring transparency and providing affected parties an opportunity to review and comment on the proposed revisions prior to adoption. Legal Counsel Montoya advised that, from a legal standpoint, it would be prudent to distribute the proposed revisions to all active and interested

parties and provide notice of the Committee’s intent to consider adoption at a future meeting, along with an opportunity for public comment.

Following detailed discussion, the Committee directed staff to circulate the proposed revisions to all parties to the Judgment and agenda for potential adoption at the June 3 meeting. Staff indicated that the materials would be distributed with a 30-day review period, with comments to be compiled and presented to the Committee at the next regular meeting.

It was moved by Member Zoba and seconded by Member Jagers to send the redline draft document to the List of Interested Parties and direct staff to schedule the Rules and Regulations for adoption at the June 3, 2026 meeting.

AYES:	Jagers, Nawaz, Vestal, Zoba
NOES:	Armstrong
ABSTAIN:	None
ABSENT:	None
STATUS:	Motion Approved 4-1

D. Consideration to Retain Dudek to Update the Beaumont Basin Watermaster Interested Parties List

Mr. Stuart presented a proposal to update the Beaumont Basin Watermaster Interested Parties List, explaining that the effort is intended to verify existing contact information, confirm continued interest in receiving Watermaster communications, and identify additional parties that should be included. The list was last updated in September 2024 and that changes in parcel ownership, subdivision, and development require additional review to ensure that current overlying parties and other interested stakeholders are accurately identified.

Committee members discussed the importance of maintaining an accurate and complete list, particularly in light of ongoing actions such as proposed revisions to the Rules and Regulations. Inaccuracies or omissions in the list could result in inadequate notice to affected parties, potentially creating legal or procedural risks. It was noted that tracking overlying rights tied to parcels has become increasingly complex due to subdivision and changes in ownership over time, requiring detailed verification.

Legal Counsel Montoya indicated that his office would provide the current proof of service list. The Committee discussed the need to align the Interested Parties List with legal notification practices to ensure that all appropriate parties receive notice of Watermaster actions and that the process can withstand scrutiny if reviewed by the court. Member Zoba suggested a document to be recorded and attached to the property notifying the owner of the adjudicated area and rights.

The Committee further discussed the level of effort required to update the list, acknowledging that prior attempts to update the list required significant staff time and that certain information, such as parcel ownership history, requires coordination with external sources.

It was moved by Member Zoba and seconded by Vice Chair Armstrong to enter into an agreement with Dudek to update the Beaumont Basin Watermaster Interested Parties List for a sum of \$14,760 and send invoices to each Watermaster Committee member for 20% of the approved amount.

AYES: Armstrong, Jaggars, Nawaz, Vestal, Zoba
NOES: None
ABSTAIN: None
ABSENT: None
STATUS: Motion Approved 5-0

E. Independent Accountant's Financial Report of Agreed-Upon Procedures for the Beaumont Basin Watermaster

It was moved by Member Jaggars and seconded by Vice Chair Armstrong to receive and file the Independent Accountant's Financial Report of Agreed-Upon Procedures for the Beaumont Basin Watermaster for the period ending June 30, 2025.

AYES: Armstrong, Jaggars, Nawaz, Vestal, Zoba
NOES: None
ABSTAIN: None
ABSENT: None
STATUS: Motion Approved 5-0

F. Consideration of the Watermaster Budget for Fiscal Year 2026-27

Treasurer Zoba presented the proposed operating budget and recommended increasing the legal services allocation from \$30,000 to \$60,000 to account for the increases in legal fees and workload. It was noted that legal expenses would comprise a significant portion of the total budget and may require adjustment during the year if additional services are needed.

The revised operating budget was presented in the amount of \$72,475, with costs to be allocated equally among the five member agencies, resulting in an individual share of \$14,495.

It was moved by Member Jaggars and seconded by Member Zoba to approve the budget (\$72,475) for Fiscal Year 2026-27 as revised and invoice each committee member \$14,495 for administrative expenses.

AYES: Armstrong, Jaggars, Nawaz, Vestal, Zoba
NOES: None
ABSTAIN: None
ABSENT: None
STATUS: Motion Approved 5-0

VIII. Topics for Future Meetings

	Item	Date Listed
A	Development of a Recycled Water Policy including Incidental Discharge	3/27/2019
B	Monitoring of future west side well sites and methodologies, and potential collaboration with USGS	10/5/2022
C	Discussion on what to do when an Appropriator goes negative	10/4/2023 and 11/1/2023
D	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
E	Procurement Policy including thresholds for RFP process	8/17/2021
F	Update on SGPWA long-term activities and projections to address the uncertainty of water supply for the region (Jaggers)	4/1/2026
G	Discussion on preparation of a preliminary outline of a treatise on monitoring and well data gaps (Harder / Jaggers)	4/1/2026

IX. Comments from the Watermaster Committee Members:

Vice Chair Armstrong noted that his goal was to assure all BBWM action is correct, and said he appreciated the efforts of the consultants.

X. Announcements

2026 Meeting Dates:

Wednesday, June 3 at 11 a.m.	Regular Meeting
Wednesday, August 5 at 11 a.m.	Regular Meeting
Wednesday, October 7 at 11 a.m.	Regular Meeting
Wednesday, December 2 at 11 a.m.	Regular Meeting

XI. Adjournment

Vice Chair Armstrong adjourned the meeting at 12:57 p.m.

Attest:

 Daniel Jaggers, Secretary
 Beaumont Basin Watermaster

BEAUMONT BASIN WATERMASTER

Date: June 3rd, 2026

From: Hannibal Blandon, ALDA Inc.

Subject: Status Report on Water Level Monitoring throughout the Beaumont Basin through May 18, 2026

Recommendation: No recommendation

At the present time, there are 20 monitoring wells equipped with pressure transducers collecting water level information on an hourly basis at various locations throughout the basin. In addition, two of these monitoring wells are equipped with additional probes to collect barometric pressures at opposite ends of the Basin. The location of active monitoring wells is depicted in Figure No. 1 attached. Ground elevations at all sites were obtained from Google Earth, which has varied over time at selected sites and could continue to vary in the future. The Watermaster Committee is in the process of surveying all production and monitoring wells using a common datum.

Water levels at selected locations are depicted in Figures 2 through 7 and are described as follows:

- ✓ Figure No. 2 – Water levels at YVWD Well No. 34 and Oak Valley Well No. 5 are considered representative of basin conditions in the Northwest portion of the basin. From the summer of 2015 through the spring of 2019, water levels at these two wells were fairly steady; however, over the last six years a significant decline has been observed. A 23-foot decline has been recorded at YVWD 34 over this period to its current elevation of 2,119 ft. The decline at Oak Valley 5 has been steeper with a drop of 24 feet in the first half of 2020 despite the fact that this well was pumped last in the fall of 2019. Oak Valley 5 is no longer being monitored, as of the Summer of 2020, as it has been destroyed. It is being included here for reference purposes at this time since there is no other well in the immediate area that could be used to monitor levels.
- ✓ Figure No. 3 – Two of the Noble Creek observation (Wells 4S and 4D) wells are presented in this figure representing the shallow and deep aquifers in the southern portion of the spreading grounds. From the summer of 2016 through the spring of 2018, the water level in the shallow aquifer monitoring well (4S) increased over 80 feet to an elevation of 2,422 ft. Water level continued to increase, although at a lower rate, over the ensuing 18 months reaching a peak elevation of 2,431 ft in the fall of 2019. Over the next 42 months, it declined 100 feet to an elevation of 2,331 ft. in the spring of 2023. Over the last three years, a significant recovery (124 ft) took place to its peak elevation of 2,455 ft in November 2025; since it has declined three feet to its current elevation of 2,452 ft.

In the deeper aquifer (4D), the increase in water level was steady from the summer of 2016 through the spring of 2020 reaching a peak elevation of 2,302 ft.; over the next three years, water level declined 57 feet to a low elevation of 2,245 ft, recorded on August 15, 2023. On that date, this well was vandalized resulting in the disruption of the communications cable and the temporary collection of accurate water level information. With the November 2023 visit, the data was cleaned and it is now included in the figure. Since August 2023, water level at this well has increased by 72 ft. to elevation 2,317 ft. This elevation represents the highest elevation recorded at this well since monitoring began in May 2015. These two wells are at their highest elevation monitored.

- ✓ Figure No. 4 – Southern Portion of the Basin. The water level at the Summit Cemetery well is highly influenced by a nearby pumping well that is used to irrigate the cemetery grounds. Since monitoring began, the water level has fluctuated over a 20-foot range with levels in the lower portion of the range in the mid-summer and early-fall months and levels in the upper portion of the range in the ensuing spring months. Current water level elevation is 2,508 ft., near the middle of the range.

Also depicted in Figure No. 4 is the water level at the Sun Lakes well site. It fluctuated minimally between 2015 and the end of 2021, when it began to decline. Between November 2021 and May 2022, the water level dropped by eight feet to 2,405 ft. However, it has recovered to 2,421 ft in the last three years. After a number of optical communications cables were used and replaced due to factory defect, the latest cable, installed in Jan 2024, has been working properly since.

- ✓ Figure No. 5 illustrates water levels at three wells owned by the City of Banning in the Southeast portion of the basin. While water level at the Old Well No. 15 (Chevron Well) has been fairly flat over the last six years between elevations 2,197 ft and 2,201 ft.; in the last nine months has increased slightly to 2,205 ft. A somewhat significant and steady decline, close to 40 feet, has been recorded at Banning M-8 between the summer of 2015 and the fall of 2024 to an elevation of 2,039 ft. Since that time, communications with the probe have not been established and the communications cable is stuck inside the well. Several attempts were made between October 2024 and February 2025 without success. As a result, water levels are now measured manually. Current water level is at elevation of 2,050 ft.

Also depicted in Figure 5 is the water level at Banning M-9. It has fluctuated in a 20-foot range, between 2,128 ft and 2,148 ft. Current water level elevation is at 2,137 ft. While the water level probe has been collecting data hourly at this well, over the last two years, three communications cables have been replaced due to the failure of the water seal at the bottom of the cable. The latest replacement cable was installed during our January 2024 visit and has been working properly since.

- ✓ Figure No. 6 illustrates recorded water level at BCVWD No. 2 and BCVWD No. 25. Water level at these two wells follows the same seasonal pattern rising in the fall

through the spring months and falling during the summer as production increases. The water level at BCVWD No. 25 has been fluctuating over a 25 ft range between 2,191 ft and 2,215 ft in elevation; however, in the summer of 2023 it declined more than normal to a low elevation of 2,192 ft; since, it has recovered to the March 2024 elevation of 2,203 ft. During the 2021-23 period, summer lows were lower each year, 2,199 ft in the summer of 2021, 2,194 ft in 2022, and 2,193 in 2023. Water level in the spring of 2024 was at an elevation of 2,203 ft. Since that time, water level information was not reported due to communications issues with the probe. However, this issue was finally resolved in the Fall of 2025. Water level of the last six months has increased significantly and currently is at the highest level since monitoring began at 2,226 ft.

At BCVWD No. 2, also depicted in Figure No. 6, water levels since 2017 have ranged between 2,188 ft and 2,216 ft. However, water level significantly rose in the fall of 2025 and spring of 2026 to its current elevation of 2,228 ft., the highest elevation recorded since monitoring began.

- ✓ Figure No. 7 depicts the recorded water level at the two newest observation wells, BCVWD No. 29 and Tukwet Canyon Well “B”. BCVWD No. 29 is a pumping well on the western portion of the basin. This well was extensively used prior to 2022; however, minimum pumping has been recorded since the winter of 2021. A decline in water level of nine feet has been recorded between the spring of 2019 and the spring of 2021. During the May 2021 visit, the communications cable could not be pulled and information from the water level probe could not be downloaded. During our January 2022 visit, the water level meter got lodged between the pump column and the well casing and could not be removed; it has been there since. Over the last three years, monthly water level readings are collected by BCVWD staff. This monthly information is depicted in this figure. Current elevation is 2,176 ft., which is significantly higher than its normal operating range.

Tukwet B is a dedicated monitoring well in the southern portion of the basin with minimal fluctuations in elevation since the probe was installed in the spring of 2019. The March 2024 water level was recorded at 2,218 ft representing the highest recorded level since monitoring began. No water level information was available in 2025 due to malfunctioning of the recording probe; manual readings were obtained. A new probe and communications cable have been installed. The latest recorded level was at elevation 2,215 ft.

Monitoring Wells Additions

Six new monitoring wells have been identified. Five of these wells are located in the vicinity of the Noble Creek Recharge Facility while the six well is located just east of existing BCVWD Well No. 29. Three of the monitoring wells in the vicinity of the NCRF have been equipped with pressure transducers and communication cables; an additional well was equipped in early April 2026. Water level data collected at these wells will be included in the August 2026 report.

Equipment Installation and Replacement

Communication cables and probes have been installed at four of the five monitoring wells in the vicinity of the Noble Creek Recharge Facility.

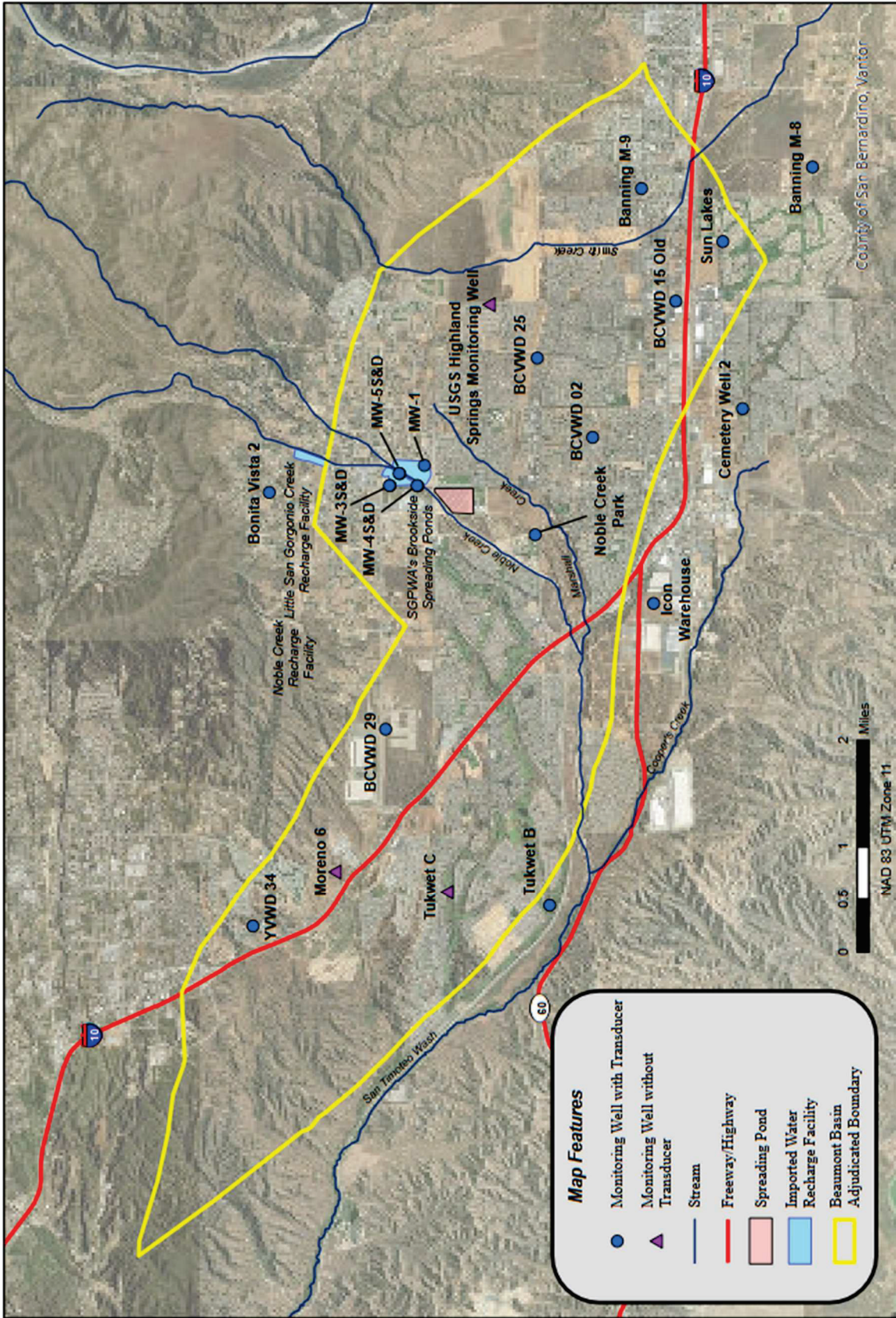
Troubleshooting Issues

The probe and communications cable at Tukwet B have been replaced and are now working appropriately.

Manual recording of depth to water continues to take place at BCVWD No. 29 and Banning M-8.

Potential Monitoring Sites

In addition to the five monitoring wells in the vicinity of the NCRF, there is one potential additional monitoring well just east of BCVWD No. 29 that has been identified. A representative of the company that owns the land has indicated that they are in the process of selling the property and contacting the purchasing agent once the transaction is complete at the end of the second quarter of 2026.



Monitoring Wells in the Beaumont Basin
Figure 1

March 2026

Alda, Inc. in association with
Thomas Harder & Co.
Groundwater Consulting

Figure No. 2
Static Groundwater Elevations at YVWD No. 34 and Oak Valley No. 5
 (July 29, 2015 through May 18, 2026)

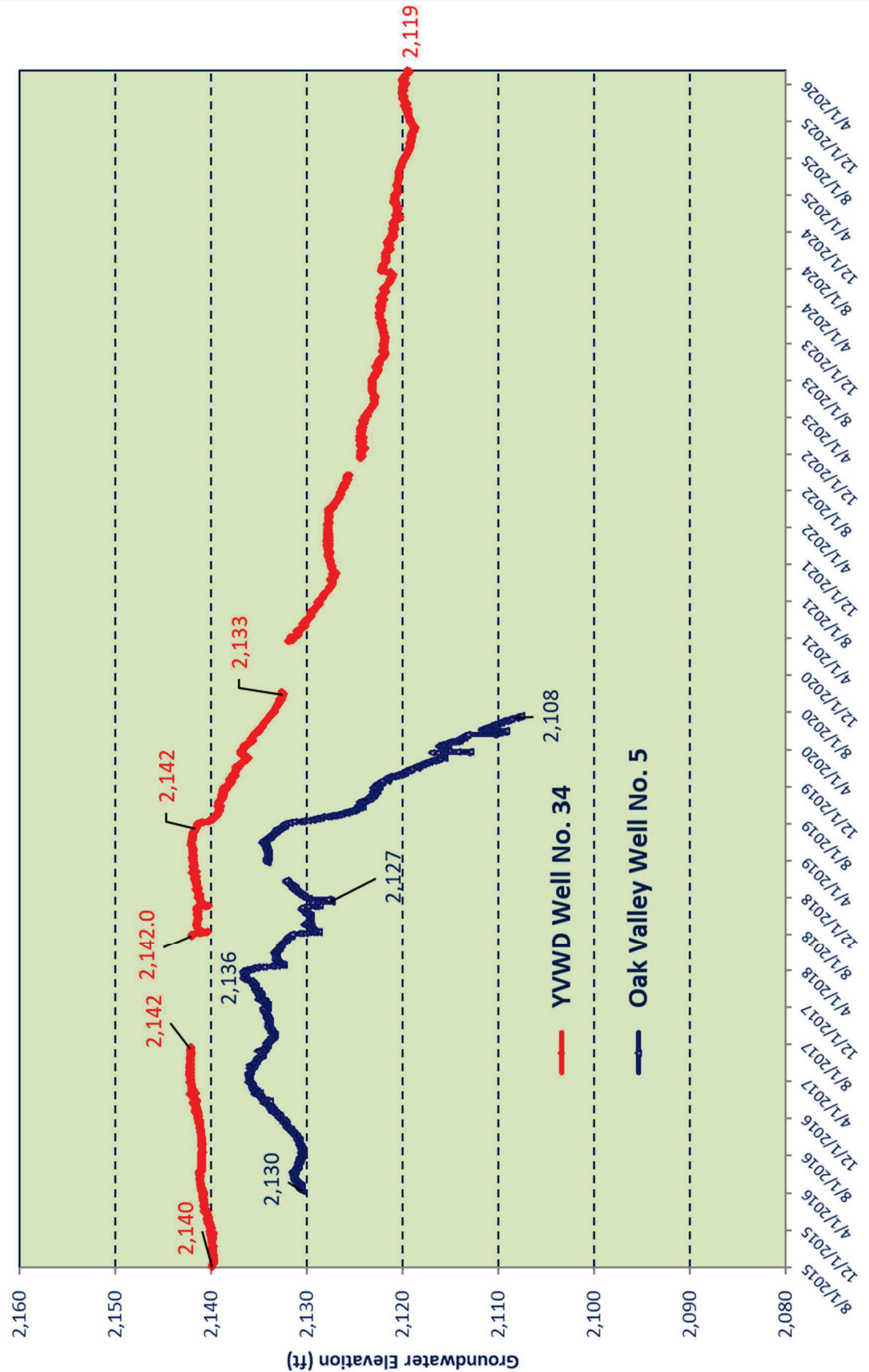


Figure No. 3
Static Groundwater Elevations at Noble Creek Obs. Well 4S and 4D
(May 28, 2015 through May 18, 2026)

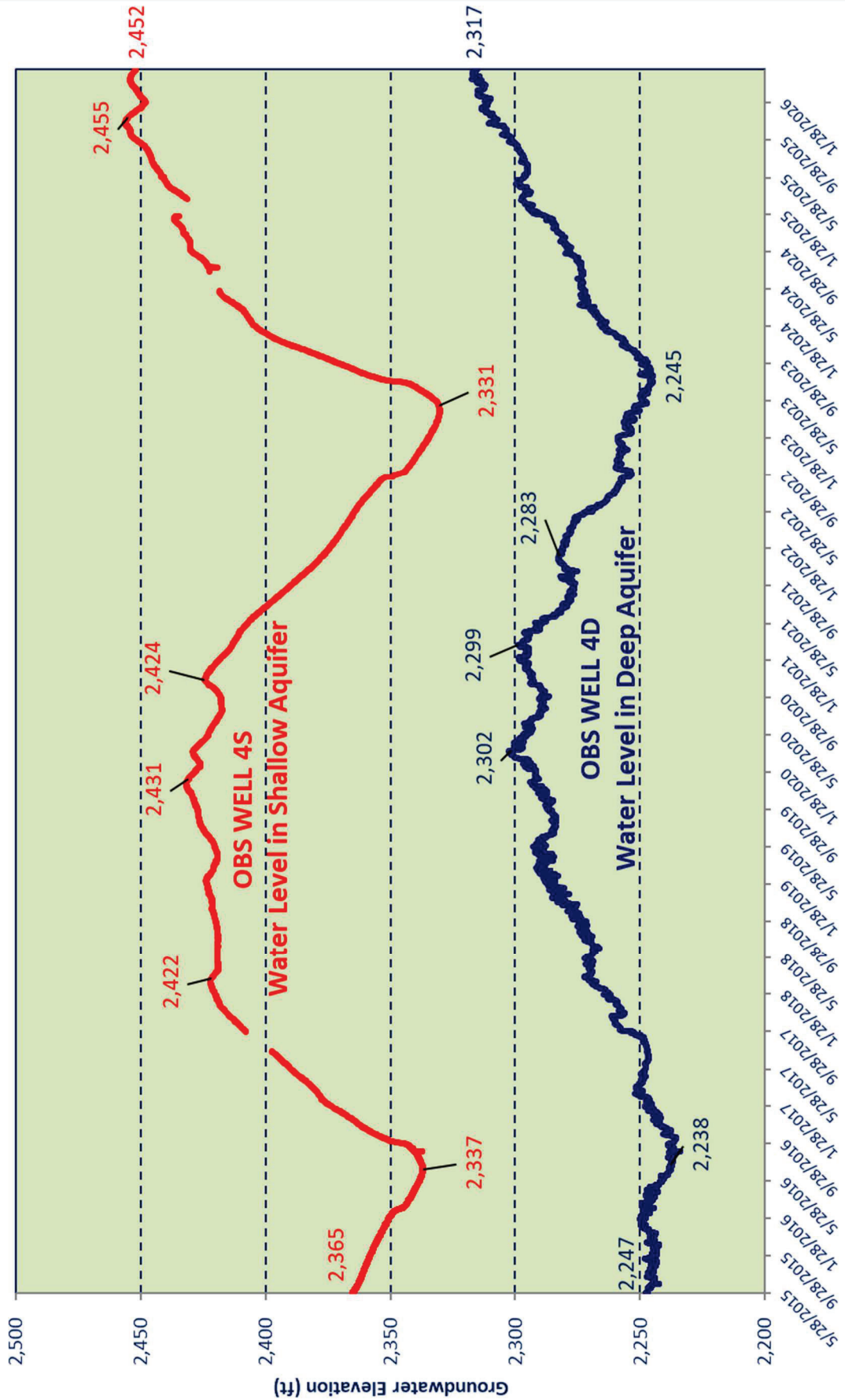


Figure No. 4
Static Groundwater Elevations at Summit Cemetary and Sun Lakes Wells
(May 28, 2015 through May 18, 2026)

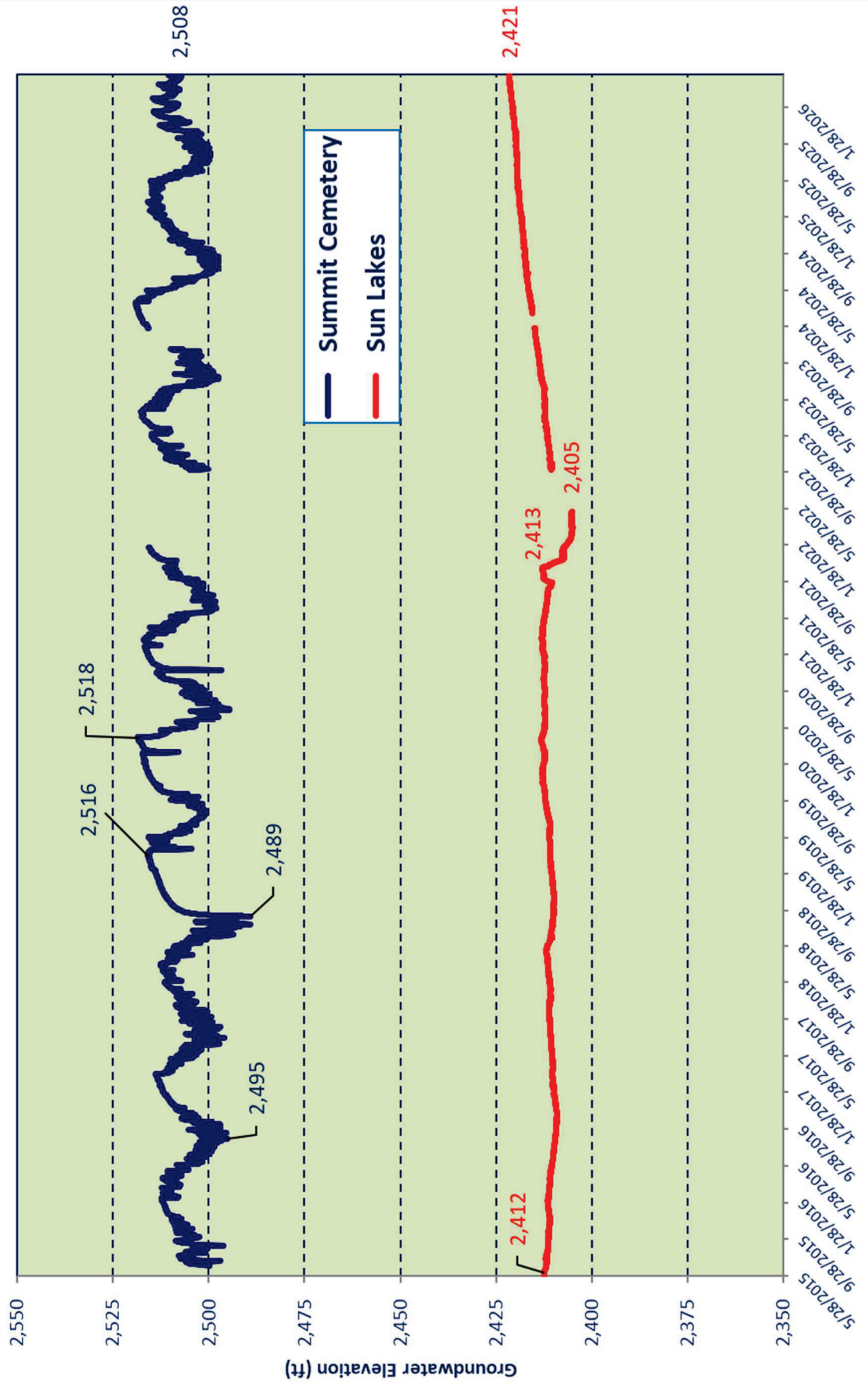


Figure No. 5
Static Groundwater Elevations near the Banning Basin
 (May 28, 2015 through May 18, 2026)

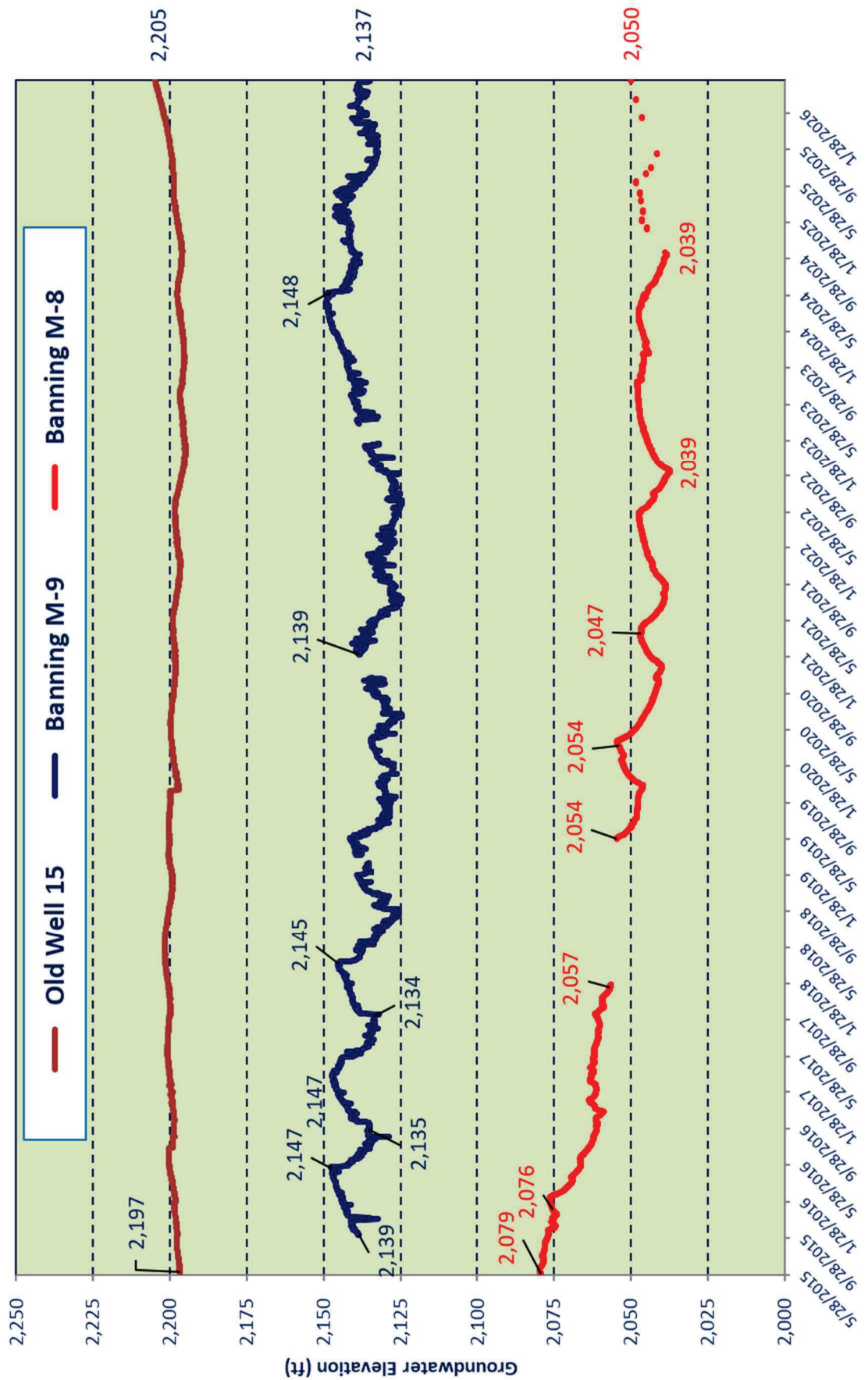


Figure No. 6
Static Groundwater Elevations at BCVWD Wells No. 2 and 25
(Jan 26, 2017 through May 18, 2026)

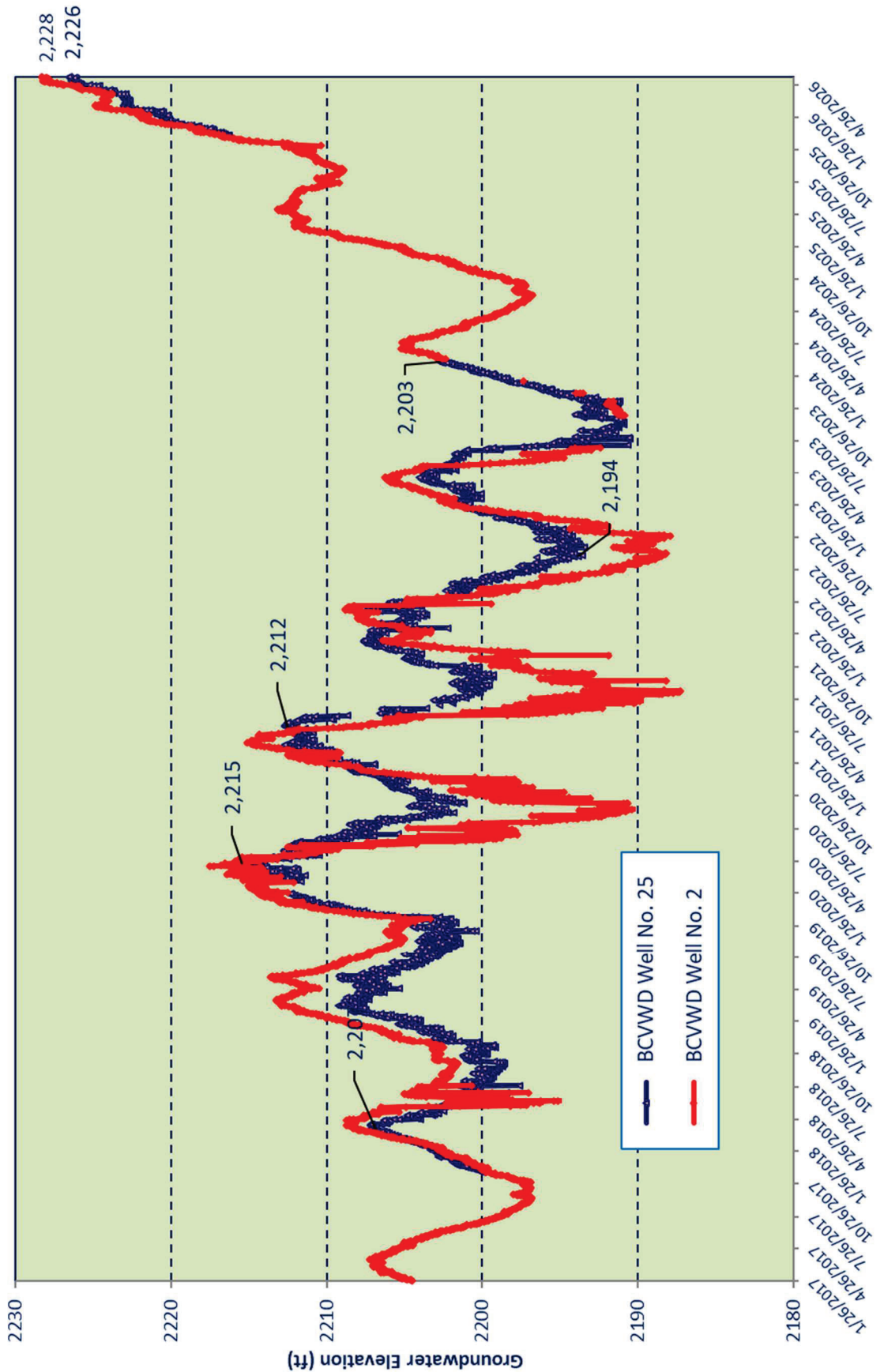
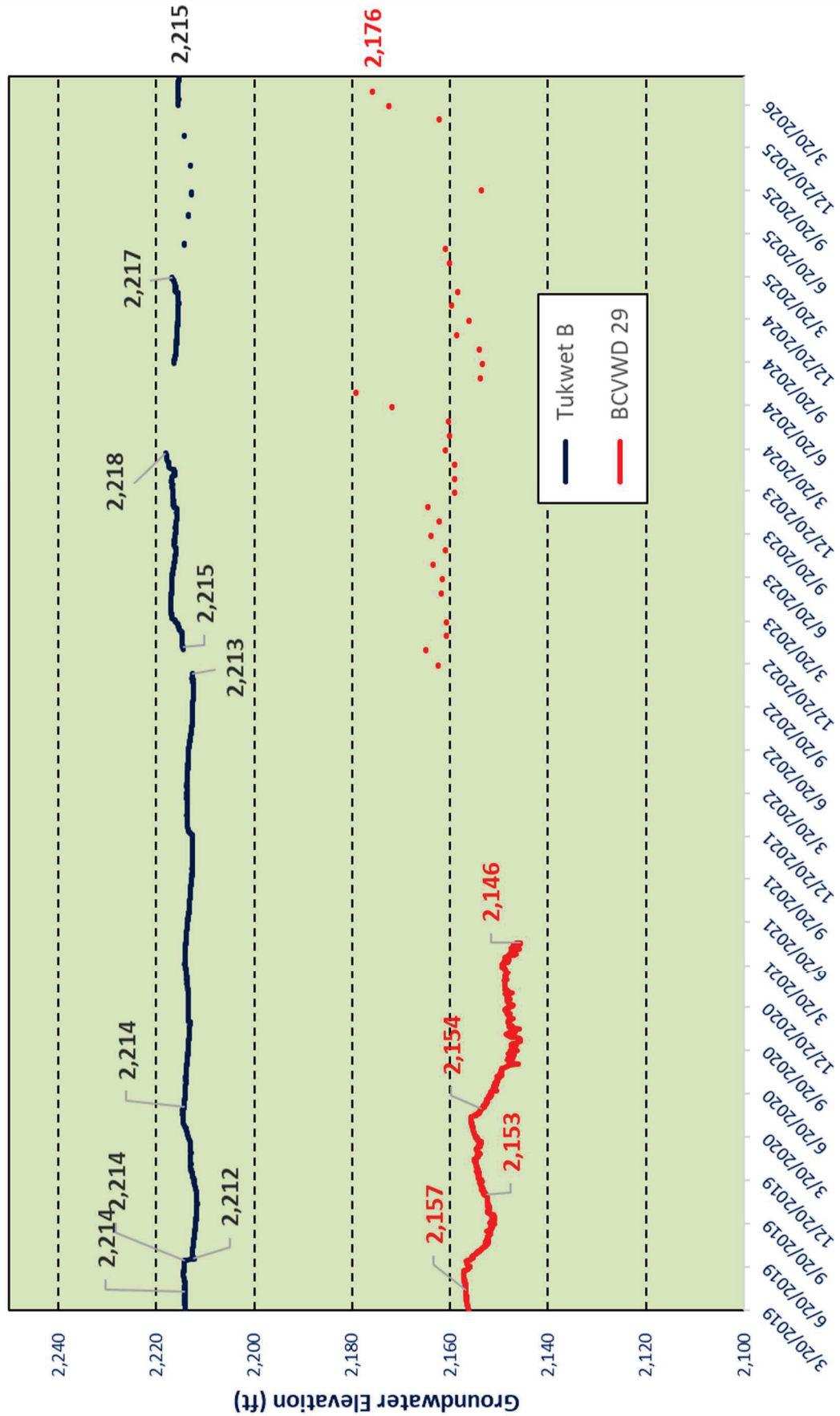


Figure No. 7
Static Water Level at BCVWD No. 29 and Tukwet Cyn Well B
(Mar 20, 2019 through May 18, 2026)



BEAUMONT BASIN WATERMASTER

Date: June 3rd, 2026

From: Hannibal Blandon, ALDA Inc.

Subject: A Comparison of Production Rights vs Production through Apr 2026

Recommendation: No recommendation - For informational purposes only.

This Technical Memorandum presents a comparison of Appropriator’s Production Rights from the Beaumont Basin against actual production. At the beginning of CY 2026, Appropriators have certain Production Rights resulting from: a) unused production by overlying users from 2021 and/or b) permanent transfers of overlying water rights. Production Rights for individual Appropriators can be increased through the course of the year by spreading imported water.

Total production by Appropriators for the first four months of CY 2026 was 3,605 ac-ft while Appropriator’s Production Rights were 9,206 ac-ft resulting in a positive storage balance of 5,601 ac-ft, as presented in the table below. Spreading of supplemental water for the year is 4,207 ac-ft, solely by BCVWD. The Production Rights for all Appropriators was higher than their respective production amounts resulting in a net addition to their individual storage accounts. Change in storage accounts will be documented in the annual report. At the beginning of CY 2026, SGPWA had a storage balance of 2,519 ac-ft; as of the end of April the storage balance is 4,818 ac-ft.

	City of Banning	Beaumont Cherry Valley W.D.	South Mesa Mutual W.C.	Yucaipa Valley W.D. ⁽¹⁾	Total
Appropriative Water Rights	1,421	1,922	564	614	4,521
Transfer of Overlying Water Right to Appropriator	0	0	0	478	478
Supplemental Water	0	4,207	0	0	4,207
Appropriator’s Production Right	1,421	6,129	564	1,092	9,206
Production ⁽²⁾	595	2,914	57	38	3,605
Change in Storage Account	826	3,215	507	1,054	5,601
Storage Account Balance as of January 1 st , 2026	50,007	45,470	11,271	19,191	128,458 ⁽³⁾

1.- YVWD was credited at the beginning of the year with 478.30 ac-ft of Overlying transfers from OVP. Actual credit may be higher at the end of the year.

2.- Production by the City of Banning may be supplemented by transfers from BCVWD – 48.03 ac-ft through Apr 2026.

3.- SGPWA had a storage balance of 2,519 ac-ft at the beginning of CY 2026, which is included in the total above.

Discussion Items

**BEAUMONT BASIN WATERMASTER
MEMORANDUM NO. 26-17**

Date: June 3, 2026

From: Hannibal Blandon, ALDA, Inc.

Subject: **2025 DRAFT Consolidated Annual and Engineering Report – Review Update**

Recommendation: For Information Purposes Only

Summary

At the April Regular meeting of the BBWM Board, the draft of the 2025 Consolidated Annual and Engineering Report was presented. Comments on the draft report were to be submitted by mid-May for incorporation and presentation of the final version of the report at the June 2026 meeting.

Comments were received from only two of the five member agencies. Important comments and supporting data related to transfers of water rights have not been submitted. As a result, the review period has been extended through mid-July; a presentation of the comments received is anticipated at the August 2026 meeting.

**BEAUMONT BASIN WATERMASTER
MEMORANDUM NO. 26-18**

Date: June 3, 2026

From: Dan Jagers, BBWM Secretary

Subject: Update on Revision of the Beaumont Basin Watermaster Active and Interested Parties List

Recommendation: Direct staff as desired

At the April 1, 2026 Watermaster Committee meeting, the Committee authorized Dudek to review and update where necessary the Active and Interested Parties List maintained by the Watermaster for purposes of notifying interested parties of matters concerning the Watermaster. A preliminary review and update of the list was conducted by Dudek to which the proposed amendments to the Watermaster Rules and Regulations and Forms were mailed to the parties on the Active and Interested Parties List to review and provide comments.

The following mailed notices were returned by the post office because they were unable to deliver to the addresses sent:

- John Ohanian, Oak Valley Partners, LP, PO Box 645, Calimesa, CA 92320
- Ted Haring, 10961-354 Desert Lawn Drive, Calimesa, CA 92320
- Michael Starcher, Oak Valley Development Partners, L.P., 10410 Roberts Road, Calimesa, CA 92320
- Howard Berman, Sunny Cal Egg and Poultry Company, 860 Via del la Paz, Suite F8, Pacific Palisades, CA 92072

FBT Gibbons provided a Proof of Service List on April 7, 2026 that needs updating. The identity of Overliers in the Basin needs updating due to parcel transfers, original owners are deceased, and parcels have been subdivided.

Dudek will provide an update on the Active and Interested Parties List at the 6/3 BBWM meeting.

PROOF OF SERVICE LIST San Timoteo Watershed Management Authority v. City of Banning Riverside Superior Court Case No. 389197	Identity	New or Updated Information				
		Party	Point of Contact	Mailing Address	Email Address	APN
<i>City of Banning</i> Duane Burk Post Office Box 998 Banning, CA 92220 dburk@ci.banning.ca.us	Appropriator	City of Banning	Arturo Vela, Director of Public Works			
<i>Yucaipa Valley Water District</i> Joseph Zoba Post Office Box 730 Yucaipa, CA 92399 jzobaAyywd.dst.ca.us	Appropriator	Yucaipa Valley Water District	Joseph Zoba, General Manager			
<i>South Mesa Mutual Water Company</i> George Jorritsma Post Office Box 458 Calimesa, CA 92320 smwcverizon.net	Appropriator	South Mesa Mutual Water Company	David Armstrong, General Manager			
<i>Beaumont-Cherry Valley Water District</i> Dan Jagers 560 Magnolia Avenue Beaumont, CA 92223 erio.fraserAbcvwd.org	Appropriator	Beaumont-Cherry Valley Water District	Dan Jagers, General Manager			
<i>Yucaipa Valley Water District</i> Joseph Zoba Post Office Box 730 Yucaipa, CA 92399 inelsonaywd.dst.ca.us	Appropriator - duplicate listing	TO BE REMOVED - DUPLICATED LISTING				
<i>City of Beaumont</i> Kyle Warsinski 550 East Sixth Street Beaumont, CA 92223 kwarsinskici.beaumont.ca.us	Appropriator	City of Beaumont	Robert Vestal			
<i>Plantation on the Lake</i> James Krueger 10961 Desert Lawn Drive Calimesa, CA 92320	Overlier	Plantation on the Lake Mobile Home Park	James Krueger			407-230-031, 407-230-010; 400-010-004, -05, -06
<i>Southern California Professional Golfers Association of America</i> Tom Addis 36201 Champions Drive Beaumont, CA 92223	Overtier	Morongo Band of Mission Indians	Anthony Mendoza, Water Department Manager			
Mrs. Beckman 38201 Cherry Valley Boulevard Cherry Valley, CA 92223	Overtier	Naser F. M. Abdallat	Naser F. M. Abdallat			405-250-004, 405-250-005
<i>Merlin Properties, LLC.</i> Fred and Richard Reidman 6475 East Pacific Coast Highway, Suite 399 Long Beach, CA 90803	Overtier	Fred Reidman	Fred Reidman			413-290-041

San Bernardino Valley Municipal Water District Douglas Headrick 380 East Vanderbilt Way San Bernardino, CA 92408	Regional Water District	San Bernardino Valley Municipal Water District	Heather Dyer, General Manager			
<i>Judy Bingham</i> 115 Viele Avenue Beaumont, CA 92223	Interested Party	SAME AS PROOF OF SERVICE LIST				
<i>Thomas Harder and Company</i> Thomas Harder 1260 N. Hancock St. Ste. 109, Anaheim, CA 92807 714.792.3875	Consultant	Thomas Harder & Co.	Thomas Harder			714-779-3875
<i>Alda, Inc.</i> Anibal Blandon 5928 Vineyard Avenue Rancho Cucamonga, CA 91701	Consultant	Alda Engineering, Inc.	Hannibal Blandon			
<i>Robert C. Newman</i> 29455 Live Oak Canyon Road Redlands, CA 92373 newman4governorAaol.com	Overlier	SAME AS PROOF OF SERVICE LIST				
San Gorgonio Pass Water Agency Barbara Voight 1210 Beaumont Avenue Beaumont, CA 92223	Regional Water District	San Gorgonio Pass Water Agency	Lance Eckhart, General Manager			
<i>Patsy Reeley</i> 10096 Live Oak Avenue Cherry Valley, CA 92223	Interested Party	REMOVE FROM LIST - DECEASED				
<i>Niki Magee</i> 38455 Vineland Street Cherry Valley, CA 92223	Interested Party	SAME AS PROOF OF SERVICE LIST				
Roman Catholic Bishop of San Bernardino	Overlier	Roman Catholic Bishop of San Bernardino				413-280-016, 41-280-030, 413-280-036
Sunny-Cal Egg & Poultry Company	Overlier	Nick Nikodinov	Nick Nikodinov			407-180-004
Sunny-Cal Egg & Poultry Company	Overlier	Hector Manuel Gutierrez Solis	Hector Manuel Gutierrez Solis			407-190-013
Sunny-Cal Egg & Poultry Company	Overlier	Randy Meyers (Boris and Miriam Darmont)	Randy Meyers			407-190-014

Sunny-Cal Egg & Poultry Company	Overlier	Nicolas Aldama	Nicolas Aldama			407-190-015
Sunny-Cal Egg & Poultry Company	Overlier	Cherry Valley Land Exeter, LLC				407-190-15, -16; 407-230-022, -023, -024, -025, -026, -027, -028
Sunny-Cal Egg & Poultry Company	Overlier	Mac Daddy Dev (Ronald L. McAmis)				407-190-018
Manheim, Manheim & Berman (Sunny Cal North, Albor Property)	Overlier	Beaumont-Cherry Valley Recreation and Park District	Mickey Valdivia, General Manager			
Sharondale Mesa Owners Association	Overlier	Sharondale Mesa Owners Association				
Rancho Calimesa Mobile Home Park	Overlier	NextGen Calimesa				413-270-024
Leonard Stearn	Overlier	Taylor and Ruby Hurst				413-221-001
Leonard Stearn	Overlier	David Raff				413-221-002
Leonard Stearn	Overlier	Stearns Properties				413-260-018, -025; 413-280-018, -021, -037
Leonard Stearn	Overlier	NextGen Calimesa				413-270-007
Leonard Stearn	Overlier	Oak Valley Development Co.				413-280-010
California Oak Valley Golf Resort	Overlier	California Oak Valley Golf Resort	Ron Sullivan			

**BEAUMONT BASIN WATERMASTER
MEMORANDUM NO. 26-19**

Date: June 3, 2026
From: Dan Jagers, BBWM Secretary
Subject: Consideration of Resolution 2026-__ to Reduce the Frequency of Regular Meetings to Quarterly and Amend the BBWM Rules and Regulations Section 2.2 “Meetings of the Watermaster”
Recommendation: To adopt Resolution 2026-__

At the December 4, 2025 Watermaster Committee meeting, the Committee agreed to consider reducing the frequency of meetings from bi-monthly to quarterly.

The following is a proposed regular meeting schedule for the Beaumont Basin Watermaster:

- First Wednesday in February - corresponds with the BBWM reviewing and approving the submittal of an annual report per SGMA requirements for adjudicated basins.
- First Wednesday in May - corresponds with the submittal and review of the draft annual Watermaster report and receiving comments from the Watermaster Committee
- First Wednesday in August – corresponds with responses to Watermaster comments and the Watermaster approving the annual report for submittal to the Court
- First Wednesday in November – corresponds with considerations of consultant proposals for services provided in the ensuing calendar year.

Proposed future schedule:

2026 Remaining	2027
August 5	February 3
November 4	May 5
	August 4
	November 3

A change will require an amendment to the current BBWM Rules and Regulations which state that meetings will be held the first Wednesday of every even numbered month.

Draft Resolution 2026-__ is attached for consideration.

RESOLUTION 2026-01

A RESOLUTION OF THE BEAUMONT BASIN WATERMASTER AMENDING THE BBWM RULES AND REGULATIONS

WHEREAS, the Judgment establishing the Beaumont Basin Watermaster (Riverside Superior Court Case No. 389197) empowers the Watermaster to adopt appropriate rules and regulations for the conduct of Watermaster affairs; and

WHEREAS, the Watermaster recognizes that the Rules and Regulations require a review and, where applicable, revisions to update sections that were amended by previously adopted resolutions by the Watermaster, are out-of-date and no longer applicable, and to include new rules and regulations adopted by resolution by the Watermaster Committee.; and

WHEREAS, conducting regular meetings on a quarterly basis will allow agenda items to be consolidated, improve administrative efficiency, and reduce the expenditure of time and resources without diminishing effective governance or oversight; and

WHEREAS, the Watermaster will retain the authority to call special meetings or workshops as necessary to address time-sensitive or emergent matters in accordance with applicable law,

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE BEAUMONT BASIN WATERMASTER that:

1. The BBWM Rules and Regulations are hereby amended to read: as follows:

Section 2.2: *The Watermaster shall conduct regular **quarterly** meetings on the first Wednesday of **February, May, August, and November.** ~~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. The Secretary of the Watermaster is hereby authorized and directed to disseminate copies of this Resolution to all overlying parties within the Beaumont Basin and other interested parties, and to incorporate such Amendment in the Rules and Regulations.

PASSED AND ADOPTED this ____ day of _____, 2026 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

BEAUMONT BASIN WATERMASTER

BY: _____

ART VELA, CHAIR
BEAUMONT BASIN WATERMASTER

APPROVED AS TO FORM:

BY: _____
THIERRY MONTOYA, LEGAL COUNSEL
BEAUMONT BASIN WATERMASTER

**BEAUMONT BASIN WATERMASTER
MEMORANDUM NO. 26-20**

Date: June 3, 2026

From: Steven Stuart, Dudek

Subject: Presentation of Proposed Revisions to the BBWM Rules and Regulations and Consideration of Resolution 2026-__ to Amend the Watermaster Rules and Regulations

Recommendation: If desired, adopt Resolution 2026-__ Amending the Beaumont Basin Watermaster Rules and Regulations and Watermaster Forms

At the April 1, 2026 Beaumont Basin Watermaster (BBWM) regular meeting, the BBWM Committee instructed Dudek to assist the Watermaster in distributing the proposed amendments to the Rules and Regulations and Watermaster Forms to the parties included in the Active and Interested Parties List. Notice of the proposed amendments to the Rules and Regulations along with redlined copies of the proposed amendments presented in 2024 and subsequently in 2026 were emailed and/or mailed to the Active and Interested Parties on April 9, 2026. The notice indicated that questions and/or comments on the proposed amendments to the Rules and Regulations were due to Steve Stuart at Dudek by 5 PM on Wednesday, May 13, 2026.

The following is a summary of the correspondence received in response to the notice of proposed amendments to the Rules and Regulations and Watermaster Forms sent out on April 9:

- Tom Addis, formerly of Southern California Professional Golf Association (Overlier listed in the Stipulated Judgment) notified the Watermaster via email that he is no longer affiliated with SCPGA and that the parcels owned by SCPGA have been sold to the Morongo Band of Mission Indians.
- BCVWD requested the following language be added to Section 7.3 of the Rules and Regulations:
 - “(d) The submitted Form 5 shall be placed on a regular or special meeting agenda of the Beaumont Basin Watermaster Committee for acceptance and filing by adoption of a Resolution in order to create a clear administrative record.” This language was added to Section 7.3.
- Emily Kanuha of Borstein Enterprises, on behalf of Albor Properties, responded via email indicating that Albor Properties (former owner of Sunny-Cal North parcels) is no longer an Overlier Party in the Beaumont Basin.

- Anthony Mendoza, Water Department Manager of the Morongo Band of Mission Indians (MBMI), responded in a letter to the Beaumont Basin Watermaster dated May 19, 2026 that the MBMI have “no objections to the proposed revisions.”

The following mailed notices were returned by the post office because they were unable to deliver to the addresses sent:

- John Ohanian, Oak Valley Partners, LP, PO Box 645, Calimesa, CA 92320
- Ted Haring, 10961-354 Desert Lawn Drive, Calimesa, CA 92320
- Michael Starcher, Oak Valley Development Partners, L.P., 10410 Roberts Road, Calimesa, CA 92320
- Howard Berman, Sunny Cal Egg and Poultry Company, 860 Via del la Paz, Suite F8, Pacific Palisades, CA 92072

Additionally, South Mesa Water Company (SMWC) submitted a letter dated April 1, 2026 to the Beaumont Basin Watermaster Committee titled, “South Mesa Water Company Comments and Objections to Draft Updated Rules and Regulations”. SMWC stated that they oppose “any approval of the Dudek R&R as presented, and urges this Committee to take the necessary time to understand, evaluate and revise this legal document into a form that all Watermaster Committee members can support.” SMWC provided fifteen (15) initial comments on the proposed amendments to the Rules and Regulations. The following provide brief responses to each comment (please refer to the attached copy of the SMWC letter for the full text):

1. **Redline Showing Changes to Existing R&R.** SMWC requested a comprehensive redline version of the proposed amendments and the existing R&R to review. On April 13, 2026, the Watermaster Secretary sent an email to David Armstrong at SMWC with a link to download 13 documents presented at BBWM meetings dating back to 2021 that concern proposed amendments to the Rules and Regulations.
2. **Who Drafted the Dudek R&R?** Steven Stuart at Dudek presented initial revisions to update the Rules and Regulations based on previously adopted resolutions and discussions at BBWM meetings. Mr. Stuart requested comments from the Committee members, in which Art Vela (BBWM Chair), Joe Zoba (BBWM Treasurer), Jennifer Ares (YVWD), personnel at BCVWD (BBWM Secretary), and David Armstrong (BBWM Vice-Chair) provided comments. All comments were compiled and addressed in table format as an attachment to memorandums provided at the June 11, August 6, October 1, December 3, 2025 and February 4, 2026 BBWM meetings.
3. **Policy Issues v. Administrative Implementation.** Watermaster provided review of the proposed amendments to the R&R to assess whether any amendments may require judicial approval. BBWM counsel provided recommendations that were incorporated in the proposed amendments.
4. **Section 1.1(c) “New Yield Water”.** Definitions included in the R&R are prefaced with the qualifier, “These terms are not intended to alter, expand, or conflict with any term defined in the Judgment.” With that said, the qualifier that any New Yield Water must be determined by the Watermaster will be added to the proposed amendments of the R&R. New Yield Water is separate from Supplemental Water, but is a source of water in storage that is subject to a Storage Party’s account and recapture.

5. **Section 1.1 (d) Overlying-Appropriative Right.** BBWM counsel opined that this term is consistent with the Judgment and represents appropriate exercise of the Watermaster’s administrative authority.
6. **Section 1.1 (h). “Salt Credits”.** The definition and use of “Salt Credits” are proposed to be deleted from the R&R.
7. **Section 1.1 (i). “Storage Account”.** The proposed language and revisions to language were presented by BBWM Committee members. Please refer to the comments table referred to earlier.
8. **Section 1.1 (j). “Storage Party”.** A Storage Party enters into a Storage Agreement with the Watermaster to store a limited amount of water in the basin. “Minus any losses” suggested by BCVWD and refers to losses of stored water prior to recapture.
9. **Section 1.1 (k) “Stored Water”.** See response to comment #4.
10. **Section 2.14. Watermaster Alternates.** Refer to Section VI.4 of the Judgment that refers to representatives of the Watermaster Committee being “an employee of or consultant to the nominating agency.”
11. **Section 4.0 – 4.3 Safe Yield and Storage Accounts.** SMWC requested further review.
12. **Section 5.0 – 5.3 Recharge of Supplemental Water and New Yield Water.** SMWC requested further review.
13. **Section 6.0 – 6.8 Groundwater Storage Agreements.** SMWC requested further review. The Judgment does include recycled water as a source of supplemental water.
14. **Section 7.0 – 7.6.** SMWC requested further review.
15. **All Other Sections and Forms.** SMWC requested further review.

Resolution 26-0X summarizes the timeline in developing proposed amendments to the Watermaster Rules and Regulations and Watermaster Forms, including when updates were presented to the Watermaster Committee and notifications to the parties in the Active and Interested Parties List. The following is a list of documents attached with this memorandum.

Attachments

1. Resolution 26-0X to adopt the proposed amendments to the Beaumont Basin Watermaster Rules and Regulations and Watermaster Forms
2. Clean version of the amended Watermaster Rules & Regulations and Watermaster Forms (updated May 26, 2026)
3. Redlined version of the amended Watermaster Rules & Regulations and Watermaster Forms (updated May 26, 2026)
4. Summary of Comments Received on Proposed Amendments to Rules & Regulations and Watermaster Forms
5. South Mesa Water Company letter dated April 1, 2026
6. Morongo Band of Mission Indians letter dated May 19, 2026
7. Morongo Band of Mission Indians (Wes Miliband) letter dated May 26, 2026 (received too late for consideration in this revision)

RESOLUTION 2026-__

A RESOLUTION OF THE BEAUMONT BASIN WATERMASTER AMENDING THE BEAUMONT BASIN WATERMASTER RULES AND REGULATIONS AND WATERMASTER FORMS

WHEREAS, the Stipulated Judgment establishing the Beaumont Basin Watermaster (Riverside Superior Court Case No. 389197, amended March 14, 2019) empowers the Watermaster to adopt appropriate rules and regulations for the conduct of Watermaster affairs; and

WHEREAS, the Beaumont Basin Watermaster recognized that the Rules and Regulations and Watermaster forms required revisions to update sections that were out-of-date and no longer applicable, and to include new rules and regulations and Watermaster forms; and

WHEREAS, the Beaumont Basin Watermaster Committee initiated a process to review and update the Rules and Regulations and Watermaster forms in February 2024, with subsequent updates provided by the Administrative consultant to the Watermaster at the following Beaumont Basin Watermaster meetings: April 17, June 5, August 7, and October 2, 2024; February 5, March 5, June 11, August 6, October 1, and December 3, 2025; February 4 and April 1, 2026; and

WHEREAS, the Watermaster's legal counsel reviewed the proposed amendments to the Rules and Regulations and Watermaster forms in March 2026 and recommended modifications to ensure the proposed amendments are consistent with the Amended Judgment; and

WHEREAS, the proposed amendments to the Rules and Regulations and Watermaster forms were distributed to Parties listed in the Beaumont Basin Watermaster Active and Interested Parties List in April 2026 with an opportunity to provide comments by May 13, 2026; and

WHEREAS, comments and suggested edits were provided by the deadline by the City of Banning, Beaumont-Cherry Valley Water District, South Mesa Water Company, Yucaipa Valley Water District, and the Morongo Band of Mission Indians, all of which were addressed and/or incorporated into the proposed amendments to the Rules and Regulations and Watermaster forms presented at the June 3, 2026 Beaumont Basin Watermaster regular meeting.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Beaumont Basin Watermaster Committee as follows:

1. The Rules and Regulations of the Beaumont Basin Watermaster and Watermaster forms are hereby amended as provided in Attachment A as proposed at the June 3, 2026 regular meeting.
2. The Secretary of the Watermaster is hereby authorized and directed to disseminate copies of this Resolution and the amended Rules and Regulations and Watermaster forms to all pumpers within the Beaumont Basin and other interested parties, and to maintain a clean copy of the amended Rules and Regulations and Watermaster forms on the Watermaster website for reference.

PASSED AND ADOPTED this ___ day of _____, 2026 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

BEAUMONT BASIN WATERMASTER

BY: _____

ART VELA, CHAIR
BEAUMONT BASIN WATERMASTER

APPROVED AS TO FORM:

BY: _____

THIERRY MONTOYA, LEGAL COUNSEL
BEAUMONT BASIN WATERMASTER

Attachments:

Exhibit A – Revised BBWM Rules and Regulations and Watermaster forms

DRAFT UNTIL APPROVED

**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

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1 GENERAL PROVISIONS

1.0 In General

In general, the Beaumont Basin Watermaster will strive to accomplish as many of its specific duties prescribed in the Judgment 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 by the Watermaster for the purposes of implementing and administering the Judgment. These terms are not intended to alter, expand, or conflict with any term defined in the Judgment.

- (a) "Annual or Year" means a calendar year, January 1 through December 31, 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 March 14, 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 by means of projects constructed after February 20, 2003, as determined by the Watermaster.
- (d) "Overlying-Appropriative Water Right" represents the volume of Overlying Water Right foregone by an Overlying Party that an Appropriator Party has the right to produce as a result of the Appropriator's provision of water service to the Overlying Party, as provided in Section III.3.B of the Judgment (pp. 6-7).
- (e) "Recapture" refers to the physical recovery of Stored Water by the Storage Party responsible for depositing the Stored Water in the Beaumont Basin.
- (f) "Storage Account" means a record of the quantity of water held in storage in the Beaumont Basin and available for Recapture by an Appropriator or Storage Party subject to a Groundwater Storage Agreement, as contemplated by the reference to "Appropriator's storage account" in Section 1.3.B of the Judgment. A Storage Account is assessed annually and includes water gained or lost as a share of an Appropriator's Operating Yield, water acquired by transfer, New Yield Water, and Supplemental Water minus the amount

of water extracted from the Beaumont Basin and water transferred to another Appropriator or Storage Party.

- (g) "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 minus any losses for reasonable beneficial use while not adversely impacting the beneficial uses of other Producers in the Basin.
- (h) "Stored Water" means Supplemental Water stored in the Beaumont Basin pursuant to a Groundwater Storage Agreement with the Watermaster, as defined in the Judgment (Section I.3.Y). For purposes of Watermaster accounting and administration under these Rules and Regulations, New Yield Water recharged into and stored in the Beaumont Basin pursuant to a Groundwater Storage Agreement shall be administered and accounted for in the same manner as Stored Water with respect to Storage Accounts, losses, recapture, and all other administrative functions, consistent with the Judgment's provisions for Accounting for New Yield (Section VI.5.V) and the inclusion of New Yield in the Appropriator's Production Right (Section I.3.B).
- (i) "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 one alternate member as provided in Section 2.14 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 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 quarterly meetings on the first Wednesday of February, May, August, and November. 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 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 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 or as updated from time to time by Watermaster Resolution.

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. 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 or upon approval of expenses throughout the year. Expenditures within budgeted items may thereafter be made by the Watermaster as a matter of course (Judgment p.15, lines 25-27 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 Water 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 calendar 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, Declaration and Adjustment of Rights, 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. 12, lines 9-17).
- (c) Special Project Assessments. Special Project Assessments will be levied to cover special project expenses including: special engineering, economic or other studies, litigation expenses against the Watermaster, 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 and approved by the Watermaster. 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. 14, lines 14-19). 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 refer to the Watermaster action authorizing same and be invoiced within one month of the Watermaster action.
- (e) Assessment Procedure. Assessments shall be levied and collected as follows:
 - i. Notice of Assessment. The Watermaster Treasurer shall provide written notice of all applicable assessments to each applicable Party in the form of an invoice.
 - ii. Payment. The Watermaster Treasurer shall be responsible for 1) generating and delivering an invoice to each applicable Party, 2) receiving payment on said invoice

from each Party, and 3) reporting to the Watermaster the issuance and subsequent payment of the invoice by each Party at a Watermaster Committee meeting. 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.

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 describing and updating the state of the groundwater basin, including the status of monitoring, storage, water quality, and a current active party list.

2.13 Notice and Waiver of Notice

Pursuant to the Judgment, each Party or the Party's successor in interest 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 the Public.

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 nominate 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 or be a consultant to the nominating Watermaster member agency. The procedure to nominate an alternate shall follow the same procedure to nominate a Watermaster Committee representative detailed in Section VI.4 of the Judgement.

3 MONITORING

3.0 Scope

The Watermaster will carry out the monitoring activities described in this section of the Rules & Regulations 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. Per Section VI.5.M of the Judgement, the Watermaster shall install and maintain in good operating condition, at the cost of the Watermaster, meters at new wells installed in the Beaumont Basin. Documentation of the meter's calibration prior to installation shall be provided to the Watermaster.
 - ii. Existing Wells. Meters shall be installed on existing wells as soon as practicable by the Watermaster at the Watermaster's expense. Documentation of the meter's calibration prior to installation shall be provided to the Watermaster.
- (b) Meter Maintenance. The Watermaster shall, at its expense, perform routine maintenance on all well meters in the Beaumont Basin. The Watermaster shall coordinate meter calibration and frequency of meter calibration with the Overlying Parties.
- (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. 13, lines 22 – 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. 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 highlights 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 highlights 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 per the details included in Section 3.3.2.1 (3).

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:
 - 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), including, if applicable, the make and model serial number of devices used to measure the water level.
 - i) Name of 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 or equivalent 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(s) 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 decontamination 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 Airline 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 Sonic Water Level 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 decontaminated in accordance with procedures outlined under Section 3.3.4.3.

4 SAFE YIELD AND STORAGE ACCOUNTS

4.0 Annualized Safe Yield

The 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. 16, lines 3-5).

4.2 Storage Accounts

Storage Accounts are documents to report the quantity of water held in storage and available for Recapture by an Appropriator or Storage Party. Each Storage Account is evaluated annually and reflects the total water gained through an Appropriator's Operating Yield, water acquired by transfer, addition of Stored Water, less the volume of water extracted and/or transferred to another Party.

4.2.1 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 Judgment provides a breakdown of the annual Appropriator allocations of the remaining unused Safe Yield as well as the Temporary Surplus.

4.2.2 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 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 total volume of water stored in the Beaumont Basin that is available for Recapture.

4.3 Losses or Spills from the Basin

Water held 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 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 and New Yield 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 WATER AND NEW YIELD WATER

5.0 In General

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

- (a) The owners of existing 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.
- (b) 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.
- (c) The Watermaster may determine to prepare a Recharge Master Plan, which Plan shall be periodically updated to account for changed conditions.
- (d) The Watermaster may arrange, facilitate and provide for recharge by entering into contracts with appropriate Parties, who may provide facilities and operations for the physical recharge of 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) 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 San Gorgonio Pass Water Agency
- (e) Stormwater recharge projects
- (f) Other Imported Water

5.2 Method of Replenishment of Supplemental Water

The Watermaster may accomplish replenishment by reasonable methods approved by said Watermaster and that meets the Beaumont Basin groundwater objectives, including 1) spreading, percolation, or injection of water in existing or new facilities in accordance with the requirements of Section 5.1; and 2) in-lieu delivery arrangements and acquisition of unproduced water.

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

5.3 New Yield Water

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

- (a) New Yield Water includes proven increases in yield in quantities greater than the historical level of contribution from certain recharge sources that may result from changed conditions that occur after February 20, 2003, as determined by Watermaster (Judgment, p. 3, lines 17-19). These increases are considered New Yield Water.
- (b) Recharge with new generated water shall be credited as New Yield Water 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 Water 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 Water shall be borne by the Party applying to create it.
- (c) New Yield Water shall be allocated on an annual basis, based upon monitoring data and review by the Watermaster. (Judgment, p. 15, lines 19-20).

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 waters. It is essential that the use of storage capacity be undertaken only under Watermaster control and regulation 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 Water and New Yield Water

Storing Supplemental Water and New Yield Water for Recapture, or causing Recapture of Supplemental Water and New Yield Water unused and stored in prior years, shall be subject to the terms of a Groundwater Storage Agreement with the Watermaster. Any Supplemental Water and New Yield Water recharged by any Person 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 Supplemental Water and/or New Yield Water stored pursuant to a Groundwater Storage Agreement except in accordance with these Rules and Regulations and an executed Groundwater Storage Agreement.

6.2 Application for Groundwater Storage Agreement

The Watermaster will ensure that any Person, including, but not limited to, Appropriators, Overlying Parties, the State of California Department of Water Resources and San Geronio Pass Water Agency, shall submit an Application for Groundwater Storage Agreement (Watermaster Form 1) to the Watermaster to store and Recapture Supplemental Water and New Yield 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 Agreement

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
- (g) Identification of potential impacts to existing Appropriator and/or Overlying Party operations and existing and planned (e.g., Master planned) facilities

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 Water and/or New Yield Water

All recharge of Supplemental Water and/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 Water and/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 Water and/or New Yield Water

6.4.2 Application to Recapture Water In Storage

Recapture of Supplemental Water and/or New Yield Water will generally be approved by the Watermaster via an Application or subsequent amendment to an application to Recapture Water in Storage (Watermaster Form 4). 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 at a later time an Application 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 Water and/or New Yield Water

6.5 Notice of Pending Applications

Upon receipt of a Groundwater Storage Agreement application and supporting applications to the Watermaster, the Watermaster 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 Appropriators, Overlying Parties, and 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 and reproduction and distribution of identified communications shall be borne by the applicant. The Watermaster Treasurer shall be responsible for 1) generating and delivering an invoice for such services to the applicant, 2) receiving payment on said invoice from the applicant, and 3) reporting to the Watermaster the issuance and subsequent payment of the invoice by the applicant at a Watermaster Committee meeting.

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 Committee members, 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 Water and/or 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, injection 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.

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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, if any, and Overlying-Appropriative Water Right will be adjusted proportionally between the Overlying Party and Appropriator based on the percentage of Overlying Water Rights transferred to the Appropriator.

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. The Watermaster shall provide a 45-day review period for the Overlying Parties and Overlying-Appropriative Parties. The Overlying Parties and Overlying-Appropriative 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 and Overlying-Appropriative 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 and Overlying-Appropriative Parties on the 10-year redetermination of the Safe Yield.

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. 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.

7.2 Adjustment of Overlying Water Rights

To the extent any Overlying Party requests and uses its adjudicated water rights to obtain water service from an Appropriator, an equivalent volume of groundwater shall be earmarked by the Appropriator 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. 6, lines 20-24).

When an Overlying Party receives water service from an Appropriator, the Overlying Party shall forebear the use of that volume of the Overlying Water Right earmarked by the Appropriator. The Appropriator providing such service shall have the right to produce the volume of water foregone by the Overlying Party as an Overlying-Appropriative Water Right, in addition to other rights otherwise allocated to the Appropriator (Judgment, p. 7, lines 1-5).

Should the volume of the Overlying Water Right equal or exceed the volume of groundwater earmarked by the Appropriator, the Appropriator which will serve the Overlying Party shall:

- 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, and
- 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 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).

7.3 Notice of Adjustment of Rights from an Overlying Party to an Appropriator

The Overlying Party and Appropriator shall complete a Notice to Adjust Rights of an Overlying Party 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 Watermaster 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 Judgment, 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.
- (d) The submitted Form 5 shall be placed on a regular or special meeting agenda of the Beaumont Basin Watermaster Committee for acceptance and filing by adoption of a Resolution in order to create a clear administrative record.

7.4 Accounting for Transfers

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.

7.5 Transfer of Water Between Appropriators

Any Appropriator may transfer all or any portion of its 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 prior to the transfer taking place. The Watermaster shall maintain an accounting of all transfers, and such accounting shall be included in the Annual Report and other relevant Watermaster reports.

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 Overlying Party to the Judgment does not exceed five times the share of safe yield allocated to the Overlying Party during any five-year period (see column 4 of Exhibit B to the Judgment), the amount of groundwater not produced by such Overlying Party pursuant to its rights under the Judgment shall be available for allocation to the Appropriator Parties in accordance with their

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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 Overlying 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 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 Overlying Parties in accordance with their rights under the Judgment and determined to be available for allocation to the Appropriator Parties pursuant hereto may be utilized by the Appropriator Parties 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 Parties pursuant to the Judgment. Nor shall this rule or its operation result in any liability to the Overlying Parties 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.

8.1 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 and/or New Yield 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 1-4). 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.

8.2 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, or as amended in the future) 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.

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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 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.

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.

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- END OF RULES AND REGULATIONS -

DRAFT

BEAUMONT BASIN WATERMASTER
APPLICATION
FOR
GROUNDWATER STORAGE AGREEMENT

APPLICANT

Name

Address for Notice

City State Zip Code

Contact Name: _____

Telephone: _____

Facsimile: _____

Email: _____

For Staff Use Only
Date Requested: _____
Date Approved: _____
Amount Requested: _____ acre feet
Amount Approved: _____ acre feet
Agreement No.: _____

PROJECT DESCRIPTION: _____

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 of groundwater in storage.
- Preserve pumping right for a changed future potential use.
- Other, explain

ADDITIONAL INFORMATION ATTACHED Yes [] No []

Describe:

Authorized Agent – Print Name

Title

Signature

Date

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 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 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 water in storage 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 water in storage, but shall not impact the integrity of water in storage 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. Water in storage may be assigned, sold, leased or transferred as herein or subsequently approved.

RECAPTURE. Storage Party may recapture water in storage 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 water in storage 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 water in storage.

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 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

STORAGE PARTY

By _____

Name

By _____

Print Name

Authorized Agent - Print Name

Title

Title

BEAUMONT BASIN WATERMASTER

**APPLICATION
FOR
RECHARGE**

APPLICANT

Name

Address for Notice

City State Zip Code

Telephone: _____

Facsimile: _____ Email: _____

For Staff Use Only	
Date Requested:	_____
Date Approved:	_____
Amount Requested:	_____ acre feet
Amount Approved:	_____ acre feet
Projected Rate of Recharge:	_____
Projected Duration of Recharge:	_____
Agreement No.:	_____

SOURCE OF SUPPLY

- State Water Project
- Colorado River
- Recycled Water
- Captured Storm Water
- Captured Rising Groundwater
- Imported Water from Adjacent Basins and Watersheds
- Diverted Creek Water
- Other, explain:

METHOD OF RECHARGE

[] PERCOLATION

Name of Basin _____

Location: Longitude _____ /Latitude _____ (Attach Map)

[] INJECTION

Well Number _____

Location: Longitude _____ /Latitude _____ (Attach Map)

[] EXCHANGE

Facility Name _____

Share of Safe Yield _____

Water in Storage _____

Pumping Capacity (in cfs) _____

WATER QUALITY AND WATER LEVELS:

Description of native groundwater quality in vicinity of facility and quality of water to be stored:

Description of methodology to quantify the volume of recharge on a monthly basis:

Description of existing water levels in the areas that are likely to be affected:

INFORMATION TO BE INCLUDED TO THE APPLICATION FOR RECHARGE:

- A. CEQA/NEPA Documentation pertaining to the recharge project
- B. Water Quality Study evaluating the potential impacts to groundwater quality after the implementation of the recharge project
- C. Hydrogeologic Study identifying the location(s) of recharge, potential impacts to existing and master planned facilities, and coordination with and identification of potential impacts to Overlying Party existing and planned operations and developments.

ADDITIONAL INFORMATION ATTACHED Yes [] No []

Describe:

Authorizing Agent – Print Name

Title

Signature

Date

**BEAUMONT BASIN WATERMASTER
APPLICATION (OR AMENDMENT TO APPLICATION)
TO
RECAPTURE WATER IN STORAGE**

APPLICANT

Name

Address for Notice

City State Zip Code

Telephone: _____

Facsimile: _____ Email: _____

For Staff Use Only	
Date Requested:	_____
Date Approved:	_____
Amount Requested:	_____ acre feet
Amount Approved:	_____ acre feet
Projected Rate of Recapture:	_____
Projected Duration of Recapture:	_____
Agreement No.	_____

**IS THIS AN AMENDMENT TO A PREVIOUSLY APPROVED APPLICATION? [] Yes [] No
IF YES, ATTACH APPLICATION TO BE AMENDED**

IDENTITY OF PERSON THAT STORED THE WATER: _____

PURPOSE OF RECAPTURE:

- [] Pump when other sources of supply are curtailed.
- [] Pump to meet current or future demand over and above production right.
- [] Pump as necessary to stabilize future assessment amounts.
- [] Other, explain

METHOD AND SCHEDULE OF RECAPTURE (if other than pumping, e.g. exchange):

METHODOLOGY FOR QUANTIFYING THE VOLUME RECAPTURED ON A MONTHLY BASIS:

PLACE OF USE OF WATER TO BE RECAPTURED:

LOCATION OF RECAPTURE FACILITIES (IF DIFFERENT FROM REGULAR PRODUCTION FACILITIES):

WATER QUALITY AND WATER LEVELS:

Description of groundwater quality in vicinity of facility and quality of water to be stored:

Description of existing water levels in the areas that are likely to be affected:

NEGATIVE IMPACTS OF PROPOSED RECAPTURE:

Is the Applicant aware of any potential negative impacts to a party to the Judgment or the Basin that may be caused by the action covered by the application? Yes [] No []

If yes, what are the proposed mitigation measures, if any, that might reasonably be imposed to ensure that the action does not result in negative impact to a party to the Judgment or the Basin?

ADDITIONAL INFORMATION ATTACHED Yes [] No []

Describe:

Authorizing Agent – Print Name

Title

Signature

Date

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.

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

- (a) The calendar year that potable water service is anticipated to be provided from the Appropriator to the Overlying Party,
- (b) a map identifying the individual Overlying Party parcel(s) receiving potable water service by the Appropriator, and
- (c) 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.

If the volume of potable water service provided by the Appropriator to the Overlying Party is less than the volume of Earmarked Water in the initial calendar year when the Form 5 is filed with the Watermaster, then additional supplemental documentation of water served shall be submitted, if applicable, for subsequent years of potable water service until the total volume of water served is equal to the volume of “Earmarked Water” identified in this Form 5. Subsequent additional documentation will include the year of service, a map identifying the additional individual parcel(s) receiving potable water service, and a listing of the additional parcel(s) with current and Exhibit D APNs, and the volume of potable water served.

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

Appropriator Service Resolution No.

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

BEAUMONT BASIN WATERMASTER
REQUEST FOR NOTICE OR WAIVER OF NOTICE
AND
DESIGNATION OF ADDRESS FOR NOTICE AND SERVICE

Pursuant to the Judgment (Section VII. Miscellaneous Provisions, Paragraph 1), complete either Section 1 or 2, and Section 3 below and mail this form to the Beaumont Basin Watermaster.

Section 1: Waiver of Notice

I do not wish to receive the following materials:

- Notice or Agendas Only of Meetings, Hearings, Workshops, etc.
- Full Packages for Meetings, Hearings, Workshops, etc.
- Court filings without Exhibits Court filings with full Exhibits
- Annual Reports

Section 2: Request for Notice

I would like to receive the following materials:

- Notice or Agendas Only of Meetings, Hearings, Workshops, etc.
- Full Packages for Meetings, Hearings, Workshops, etc.
- Court filings without Exhibits Court filings with full Exhibits
- Annual Reports
- Please provide the materials I wish to receive by email when possible.

Section 3: Designation of Address for Notice and Service

Please provide the following information in addition to completing either Section 1 or 2 above:

Email address: _____
Entity or Company: _____
Mailing Address: _____
Phone number: _____
Printed name: _____
Signature: _____

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

TRANSFEEEE

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:

BEAUMONT BASIN WATERMASTER

**TRANSFER OF RIGHT
TO
RECAPTURE WATER IN STORAGE BETWEEN APPROPRIATORS**

_____ (“Transferor”) hereby transfers to _____ (“Transferee”) the right to recapture the quantity of _____ acre-feet of Water in Storage 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

Authorizing Agent – Print Name

Authorizing Agent – Print Name

Title

Title

Signature

Signature

Executed this _____ day of _____ at _____, California.

Watermaster Approved: _____

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

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BEAUMONT BASIN WATERMASTER
RULES AND REGULATIONS

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1 GENERAL PROVISIONS

1.0 In General

In general, the Beaumont Basin Watermaster will strive to accomplish as many of its specific duties **prescribed in the Judgment** 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 **by the Watermaster** for the purposes of **implementing and administering the Judgment**. **These terms are not intended to alter, expand, or conflict with any term defined in the Judgment.**

- (a) "Annual or Year" means a calendar year, January 1 through December 31, 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 March 14, 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, **as determined by the Watermaster.**
- (d) "Overlying-Appropriative Water Right" represents the volume of Overlying Water Right foregone by an Overlying Party that an Appropriator Party has the right to produce as a result of the Appropriator's provision of water service to the Overlying Party, as provided in Section III.3.B of the Judgment (pp. 6-7).
- (e) "Recapture" refers to the physical recovery of Stored Water by the Storage Party responsible for depositing the Stored Water in the Beaumont Basin.
- ~~(f) "Party" or "Parties" means any Person(s) named in the Judgment, or who has intervened, or has become subject to the Judgment either through stipulation, trial or otherwise.~~
- (g) ~~"Producer" or "Pumper" means any Person who extracts groundwater from the Beaumont Basin.~~

- ~~(h) "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) 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.~~
- (i) "Storage Account" means a record of the ~~amount~~ quantity of water ~~stored~~ held in storage in the Beaumont Basin and available for Recapture by an Appropriator or Storage Party subject to a Groundwater Storage Agreement, ~~as contemplated by the reference to "Appropriator's storage account" in Section 1.3.B of the Judgment.~~ A Storage Account is assessed annually and includes water gained ~~or lost~~ as a share of an Appropriator's Operating Yield, water acquired by transfer, New Yield ~~Water~~, and Supplemental Water minus the amount of water ~~pumped~~ extracted from the Beaumont Basin and water transferred to another Appropriator or Storage Party.
- (j) "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 ~~minus any losses~~ for reasonable beneficial use while not adversely impacting the beneficial uses of other Producers in the Basin.
- (k) "Stored Water" means Supplemental Water stored in the Beaumont Basin pursuant to a Groundwater Storage Agreement with the Watermaster, ~~as defined in the Judgment (Section I.3.Y).~~ For purposes of Watermaster accounting and administration under these Rules and Regulations, New Yield Water recharged into and stored in the Beaumont Basin pursuant to a Groundwater Storage Agreement shall be administered and accounted for in the same manner as Stored Water with respect to Storage Accounts, losses, recapture, and all other administrative functions, consistent with the Judgment's provisions for Accounting for New Yield (Section VI.5.V) and the inclusion of New Yield in the Appropriator's Production Right (Section I.3.B).
- ~~(l) "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 within the Beaumont Basin.~~
- (m) "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 one alternate member as provided in Section 2.14~~ 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 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 **quarterly** meetings on the first Wednesday of **February, May, August, and November** ~~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 **or as updated from time to time by Watermaster Resolution.**

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 **or upon approval of expenses throughout the year.** Expenditures within budgeted items may thereafter be made by the Watermaster as a matter of course (Judgment p.15, lines 25-27 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 **Water** 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 calendar year. ~~Replenishment assessments shall be collected not later than April 1 of 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, **Declaration and Adjustment of Rights**, 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. 12, lines 9-17).
- (c) Special Project Assessments. Special Project Assessments will be levied to cover special project expenses including: special engineering, economic or other studies, litigation expenses **against the Watermaster**, 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 **and approved by the Watermaster**. 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. 14, lines 14-19). 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 refer to the Watermaster action authorizing same and be invoiced within one month of the Watermaster action.
- (e) Assessment Procedure. Assessments shall be levied and collected as follows:
 - i. Notice of Assessment. The Watermaster **Treasurer** shall provide written notice of all applicable assessments to each ~~producer~~ **applicable Party** in the form of an invoice.

- ii. **Payment.** The Watermaster Treasurer shall be responsible for 1) generating and delivering an invoice to each applicable Party, 2) receiving payment on said invoice from each Party, and 3) reporting to the Watermaster the issuance and subsequent payment of the invoice by each Party at a Watermaster Committee meeting. 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 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 describing and updating the state of the groundwater basin, including the status of monitoring, storage, water quality, and a current active party list.

2.13 Notice and Waiver of Notice

Pursuant to the Judgment, each Party or the Party's successor in interest 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 the~~ **Public**.

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 ~~nominate 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 ~~or be a consultant to the appointing nominating~~ Watermaster member agency. ~~The procedure to nominate an alternate shall follow the same procedure to nominate a Watermaster Committee representative detailed in Section VI.4 of the Judgement.~~

3 MONITORING

3.0 Scope

The Watermaster will carry out the monitoring activities described in this section of the Rules & Regulations 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.** Per Section VI.5.M of the Judgement, the Watermaster shall install and maintain in good operating condition, at the cost of the Watermaster, meters at new wells installed in the Beaumont Basin. Documentation of the meter's calibration prior to installation shall be provided to the Watermaster.
 - ~~1. Appropriator Wells. A meter shall be installed at each new Appropriator well by the Appropriator and at the Appropriator's expense concurrently with the installation of the pump.~~
 - ~~2. Overlying Party Wells. A meter shall be installed on each new Overlying Party 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. Documentation of the meter's calibration prior to installation shall be provided to the Watermaster.
- (b) Meter Maintenance. The Watermaster shall, at its expense, perform routine maintenance on all well meters in the Beaumont Basin. **The Watermaster shall coordinate meter calibration and frequency of meter calibration with the Overlying Parties.**
- (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. 13, lines 22 – 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. 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 highlights 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 highlights 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 **per the details included in Section 3.3.2.1 (3). 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), **including, if applicable, the make and model serial number of devices used to measure the water level.**
 - i) Name of 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 **or equivalent** 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(s) 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~~ decontamination 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 **Airline** 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 **Sonic Water Level** 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~~ **decontaminated** in accordance with ~~decontamination~~ procedures outlined under Section 3.3.4.3.

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4 SAFE YIELD AND STORAGE ACCOUNTS

4.0 Annualized Safe Yield

The 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. 16, lines 3-5).

4.2 Storage Accounts

Storage Accounts are documents to report the quantity of water held in storage and available for Recapture by an Appropriator or Storage Party. Each Storage Account is evaluated annually and reflects the total water gained through an Appropriator's Operating Yield, water acquired by transfer, addition of Stored Water, less the volume of water extracted and/or transferred to another Party. ~~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 **remaining unused Safe Yield as well as 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 **total** volume of water stored in the Beaumont Basin that is available for Recapture.

4.3 Losses or Spills from the Basin

Water held 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 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 **and New Yield 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 WATER AND NEW YIELD WATER

5.0 In General

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

- ~~(a) The Watermaster shall calculate account for 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. 15, lines 12-15).~~
- (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 Parties~~, who may provide facilities and operations for the physical recharge of ~~Supplemental and New Yield~~ 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 Title 22 Recycled Water approved by the Regional Water Quality Control Board, 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 San Gorgonio Pass Water Agency~~
- (e) Stormwater recharge projects
- (f) Other Imported Water

5.2 Method of Replenishment of Supplemental Water

The Watermaster may accomplish replenishment by ~~any~~ reasonable methods ~~approved by said Watermaster and that meets the Beaumont Basin groundwater objectives, including 1) spreading, percolation, or injection of water in existing or new facilities in accordance with the requirements of Section 5.1; and 2) in-lieu delivery arrangements and acquisition of unproduced water.~~

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

5.3 New Yield ~~Water~~

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

- (a) New Yield ~~Water~~ 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 ~~Water~~.
- (b) Recharge with new ~~locally~~ generated water shall be credited as New Yield ~~Water~~ 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 ~~Water~~ 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 ~~Water~~ shall be borne by the Party applying to create it.
- (c) New Yield ~~Water~~ shall be allocated on an annual basis, based upon monitoring data and review by the Watermaster. (Judgment, p. 15, lines 19-20).

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 waters. It is essential that the use of storage capacity be undertaken only under Watermaster control and regulation 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 Water and New Yield Water

Storing Supplemental **Water** and New Yield Water for **Recapture withdrawal**, or causing **withdrawal Recapture** of Supplemental **Water** and New Yield Water unused and stored in prior years, shall be subject to the terms of a Groundwater Storage Agreement with the Watermaster. Any Supplemental **Water** and New Yield Water recharged by any Person 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 **water stored except Supplemental Water and/or New Yield Water stored pursuant to a Groundwater Storage Agreement except in accordance with these** Rules and Regulations and an executed Groundwater Storage Agreement.

6.2 Application for Groundwater Storage Agreement

The Watermaster will ensure that any Person, including, but not limited to, **Appropriators, Overlying Parties**, the State of California Department of Water Resources and San Geronio Pass Water Agency, shall submit an Application for Groundwater Storage Agreement (**Watermaster Form 1**) to the Watermaster to store and Recapture Supplemental **Water** and New Yield 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 Agreement

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
- (g) Identification of potential impacts to existing Appropriator and/or Overlying Party operations and existing and planned (e.g., Master planned) facilities

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 **Water and/or** New Yield Water

All recharge of Supplemental **Water and/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 **Water and/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 **Water and/or** New Yield Water

6.4.2 Application to Recapture Water In Storage

Recapture of Supplemental **Water and/or** New Yield Water will generally be approved by the Watermaster via an Application **or subsequent amendment to an application** to Recapture Water in Storage (Watermaster Form 4). 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 at a later time an Application 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 Water and/or New Yield Water

6.5 Notice of Pending Applications

Upon receipt of a Groundwater Storage Agreement application and supporting applications to the Watermaster, the Watermaster 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 Appropriators, Overlying Parties, and 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 and reproduction and distribution of identified communications shall be borne by the applicant. The Watermaster Treasurer shall be responsible for 1) generating and delivering an invoice for such services to the applicant, 2) receiving payment on said invoice from the applicant, and 3) reporting to the Watermaster the issuance and subsequent payment of the invoice by the applicant at a Watermaster Committee meeting.

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 Committee members, 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 Water and/or 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, injection 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.

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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, ~~if any, and Overlying-Appropriative 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~~ proportionally between the Overlying Party and Appropriator based on the percentage of Overlying Water Rights transferred to the Appropriator.

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. The Watermaster shall provide a 45-day review period for the Overlying Parties ~~and Overlying-Appropriative Parties~~. The Overlying Parties ~~and Overlying-Appropriative 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 ~~and Overlying-Appropriative 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 and ~~Overlying-Appropriative Parties~~ on the 10-year redetermination of the Safe Yield.

After the Overlying Parties and ~~Overlying-Appropriative Parties~~ comments are reviewed, ~~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.

7.2 Adjustment of Overlying Water Rights

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. 6, lines 20-24).

When an Overlying Party receives water service ~~as provided for in paragraph 7(a) from an Appropriator~~, 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 as an Overlying-Appropriative Water Right~~, in addition to other rights otherwise allocated to the Appropriator ~~Party~~ (Judgment, p. 7, lines 1–5).

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

- 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
- 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).

~~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).~~

7.3 Notice of Adjustment of Rights from an Overlying Party to an Appropriator

The Overlying Party and Appropriator shall complete a Notice to Adjust Rights of an Overlying Party 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 Watermaster 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.
- (d) ~~The submitted Form 5 shall be placed on a regular or special meeting agenda of the Beaumont Basin Watermaster Committee for acceptance and filing by adoption of a Resolution in order to create a clear administrative record.~~

7.4 Accounting for Transfers

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.~~

7.5 Transfer of Water Between Appropriators

Any Appropriator may transfer all or any portion of its 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 ~~prior to the transfer taking place.~~ 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~~.

7.6 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 Overlying Party to the Judgment does not exceed five times the share of safe yield allocated to the Overlying Party during any five-year period (see column 4 of Exhibit B to the Judgment), the amount of groundwater not produced by such Overlying Party pursuant to its rights under the Judgment shall be available for allocation to the Appropriator 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 Overlying 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 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 Overlying Parties in accordance with their rights under the Judgment and determined to be available for allocation to the Appropriator Parties pursuant hereto may be utilized by the Appropriator Parties 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 Parties pursuant to the Judgment. Nor shall this rule or its operation result in any liability to the Overlying Parties 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.

~~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 **and/or New Yield 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 1-4). 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, **or as amended in the future**) 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.

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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 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~~

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 -

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BEAUMONT BASIN WATERMASTER
APPLICATION
FOR
GROUNDWATER STORAGE AGREEMENT

APPLICANT

Name

Address for Notice

City State Zip Code

Contact Name: _____

Telephone: _____

Facsimile: _____

Email: _____

For Staff Use Only
Date Requested: _____
Date Approved: _____
Amount Requested: _____ acre feet
Amount Approved: _____ acre feet
Agreement No.: _____

PROJECT DESCRIPTION: _____

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~~ of groundwater in storage.
- Preserve pumping right for a changed future potential use.
- Other, explain

ADDITIONAL INFORMATION ATTACHED Yes [] No []

Describe:

Authorized Agent – Print Name

Title

Signature

Date

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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 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 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 water in storage 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 water in storage, but shall not impact the integrity of ~~water stored water in storage~~ 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. Water in storage may be assigned, sold, leased or transferred as herein or subsequently approved.

RECAPTURE. Storage Party may recapture ~~Stored Water water in storage~~ 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 water in storage 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~~ water in storage.

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 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

STORAGE PARTY

By _____

Name

By _____

Print Name

Authorized Agent - Print Name

Title

Title

BEAUMONT BASIN WATERMASTER

**APPLICATION
FOR
RECHARGE**

APPLICANT

Name

Address for Notice

City State Zip Code

Telephone: _____

Facsimile: _____ Email: _____

For Staff Use Only	
Date Requested:	_____
Date Approved:	_____
Amount Requested:	_____ acre feet
Amount Approved:	_____ acre feet
Projected Rate of Recharge:	_____
Projected Duration of Recharge:	_____
Agreement No.:	_____

SOURCE OF SUPPLY

- State Water Project
- Colorado River
- Recycled Water
- Captured Storm Water
- Captured Rising Groundwater
- Imported Water from Adjacent Basins and Watersheds
- Diverted Creek Water
- Other, explain:

METHOD OF RECHARGE

[] PERCOLATION

Name of Basin _____

Location: Longitude _____/Latitude _____ (Attach Map)

[] INJECTION

Well Number _____

Location: Longitude _____/Latitude _____ (Attach Map)

[] EXCHANGE

Facility Name _____

Share of Safe Yield _____

Water in Storage _____

Pumping Capacity (in cfs) _____

WATER QUALITY AND WATER LEVELS:

Description of **native** groundwater quality in vicinity of facility and quality of water to be stored:

Description of methodology to quantify the volume of recharge on a monthly basis:

Description of existing water levels in the areas that are likely to be affected:

INFORMATION TO BE INCLUDED TO THE APPLICATION FOR RECHARGE:

- A. CEQA/NEPA Documentation pertaining to the recharge project
- B. Water Quality Study evaluating the potential impacts to groundwater quality after the implementation of the recharge project
- C. Hydrogeologic Study identifying the location(s) of recharge, potential impacts to existing and master planned facilities, and coordination with and identification of potential impacts to Overlying Party existing and planned operations and developments.

ADDITIONAL INFORMATION ATTACHED Yes [] No []

Describe:

Authorizing Agent – Print Name

Title

Signature

Date

**BEAUMONT BASIN WATERMASTER
APPLICATION (OR AMENDMENT TO APPLICATION)
TO
RECAPTURE WATER IN STORAGE**

APPLICANT

Name

Address for Notice

City State Zip Code

Telephone: _____

Facsimile: _____ Email: _____

For Staff Use Only	
Date Requested:	_____
Date Approved:	_____
Amount Requested:	_____ acre feet
Amount Approved:	_____ acre feet
Projected Rate of Recapture:	_____
Projected Duration of Recapture:	_____
Agreement No.	_____

**IS THIS AN AMENDMENT TO A PREVIOUSLY APPROVED APPLICATION? [] Yes [] No
IF YES, ATTACH APPLICATION TO BE AMENDED**

IDENTITY OF PERSON THAT STORED THE WATER: _____

PURPOSE OF RECAPTURE:

- [] Pump when other sources of supply are curtailed.
- [] Pump to meet current or future demand over and above production right.
- [] Pump as necessary to stabilize future assessment amounts.
- [] Other, explain

METHOD AND SCHEDULE OF RECAPTURE (if other than pumping, e.g. exchange):

METHODOLOGY FOR QUANTIFYING THE VOLUME RECAPTURED ON A MONTHLY BASIS:

PLACE OF USE OF WATER TO BE RECAPTURED:

LOCATION OF RECAPTURE FACILITIES (IF DIFFERENT FROM REGULAR PRODUCTION FACILITIES):

WATER QUALITY AND WATER LEVELS:

Description of groundwater quality in vicinity of facility and quality of water to be stored:

Description of existing water levels in the areas that are likely to be affected:

NEGATIVE IMPACTS OF PROPOSED RECAPTURE:

Is the Applicant aware of any potential negative impacts to a party to the Judgment or the Basin that may be caused by the action covered by the application? Yes [] No []

If yes, what are the proposed mitigation measures, if any, that might reasonably be imposed to ensure that the action does not result in negative impact to a party to the Judgment or the Basin?

ADDITIONAL INFORMATION ATTACHED Yes [] No []

Describe:

Authorizing Agent – Print Name

Title

Signature

Date

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.

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

- (a) The calendar year that potable water service is anticipated to be provided from the Appropriator to the Overlying Party,
- (b) a map identifying the individual Overlying Party parcel(s) receiving potable water service by the Appropriator, and
- (c) 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.

If the volume of potable water service provided by the Appropriator to the Overlying Party is less than the volume of Earmarked Water in the initial calendar year when the Form 5 is filed with the Watermaster, then additional supplemental documentation of water served shall be submitted, if applicable, for subsequent years of potable water service until the total volume of water served is equal to the volume of “Earmarked Water” identified in this Form 5. Subsequent additional documentation will include the year of service, a map identifying the additional individual parcel(s) receiving potable water service, and a listing of the additional parcel(s) with current and Exhibit D APNs, and the volume of potable water served.

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

Appropriator Service Resolution No.

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

BEAUMONT BASIN WATERMASTER
REQUEST FOR NOTICE OR WAIVER OF NOTICE
AND
DESIGNATION OF ADDRESS FOR NOTICE AND SERVICE

Pursuant to the Judgment (Section VII. Miscellaneous Provisions, Paragraph 1), complete either Section 1 or 2, and Section 3 below and mail this form to the Beaumont Basin Watermaster.

Section 1: Waiver of Notice

I do not wish to receive the following materials:

- Notice or Agendas Only of Meetings, Hearings, Workshops, etc.
- Full Packages for Meetings, Hearings, Workshops, etc.
- Court filings without Exhibits Court filings with full Exhibits
- Annual Reports

Section 2: Request for Notice

I would like to receive the following materials:

- Notice or Agendas Only of Meetings, Hearings, Workshops, etc.
- Full Packages for Meetings, Hearings, Workshops, etc.
- Court filings without Exhibits Court filings with full Exhibits
- Annual Reports
- Please provide the materials I wish to receive by email when possible.

Section 3: Designation of Address for Notice and Service

Please provide the following information in addition to completing either Section 1 or 2 above:

Email address: _____
Entity or Company: _____
Mailing Address: _____
Phone number: _____
Printed name: _____
Signature: _____

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

TRANSFEEEE

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:

BEAUMONT BASIN WATERMASTER
TRANSFER OF RIGHT
TO
RECAPTURE WATER IN STORAGE BETWEEN APPROPRIATORS

_____ (“Transferor”) hereby transfers to _____ (“Transferee”) the right to recapture the quantity of _____ acre-feet of **Water in Storage** 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

Authorizing Agent – Print Name

Authorizing Agent – Print Name

Title

Title

Signature

Signature

Executed this _____ day of _____ at _____, California.

Watermaster Approved: _____

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

Comment No.	Date Comments Received	Commentator	Page	Section Number	Section Title	Comment	Response to Comment / Notes	Addressed in Revised Rules and Regulations and Watermaster Forms
1	9/18/2025	BCVWD	1	1.0	In General	Comment: "Should Basin Management Activities be generally identified here?"	Added, "prescribed in the Judgement" to the first sentence. The management activities of the Watermaster are generally described in Section VI, Administration, in the Judgement.	Yes
2	2/24/2025	Joe Zoba	1	1.1 (b)	Definitions	Add ", or as amended in the future." to the last sentence.	Noted, will be revised.	Yes
3	9/18/2025	BCVWD	1	1.1 (c)	Definitions	"Does this include recycled water?"	No, recycled water is supplemental water	Yes
4	11/10/2025	Joe Zoba	1	1.1 (c)	Definitions	Remove "including, but not limited to, capture of available stream flow and rising groundwater" from definition.	Noted, will be removed.	Yes
5	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 <i>new</i> available stream flow and rising groundwater..."	Noted, not revised per comment and response to Comment No. 4.	Yes
6	2/24/2025	Jennifer Ares	1	1.1 (c)	Definitions	"ASR recharge?"	Recharge from ASR projects should be considered supplemental water and accounted accordingly in storage accounts.	Yes
7	9/18/2025	BCVWD	1	1.1 (d)	Definitions	"Should successors in interest be included here?"	See response to Comment No. 8.	Yes
8	11/10/2025	Joe Zoba	1	1.1 (d)	Definitions	Comment: "'Party' is defined in the Judgment so it doesn't need to be repeated in the Rules and Regulations."	Noted, will be removed.	Yes
9	11/10/2025	Joe Zoba	1	1.1 (e)	Definitions	Comment: "'Producer' and 'Pumper' are defined in the Judgment so it doesn't need to be repeated in the Rules and Regulations."	Noted, will be removed.	Yes
10	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."	Noted, will be removed.	Yes
11	9/18/2025	BCVWD	1	1.1 (f)	Definitions	"What about Salt Debts?"	Noted and not applicable. See response to Comment No. 10.	Yes
12	9/18/2025	BCVWD	1	1.1 (g)	Definitions	Add "or lost" to sentence, "A Storage Account is assessed annually and includes water gained <i>or lost</i> as a share of an Appropriator's Operating yield,..." Added section to account for total balance.	Noted, will be revised.	Yes
13	9/18/2025	BCVWD	1	1.1 (g)	Definitions	In last sentence, exchange the word "pumped" with "extracted"?	Noted, will be revised.	Yes
14	9/18/2025	BCVWD	1	1.1 (h)	Definitions	1st Comment: "How are losses accounted for?" 2nd Comment: "minus any losses?" referring to the "recapture the same Stored Water".	Accounting for losses of Stored Water is under consideration and study by Thomas Harder. The phrase "minus and losses" is added to the definition for Storage Party.	Yes
15	11/10/2025	Joe Zoba	1	1.1 (i)	Definitions	Comment: "'Stored Water' is defined in the Judgment so it doesn't need to be repeated in the Rules and Regulations."	Noted, but retained because of addition of "New Yield Water" as component of Stored Water.	Yes
16	11/10/2025	Joe Zoba	1	1.1 (j)	Definitions	Comment: "'Supplemental Water' is defined in the Judgment so it doesn't need to be repeated in the Rules and Regulations."	Noted, will be removed.	Yes
17	9/18/2025	BCVWD	1	1.1 (j)	Definitions	1st Comment: "May be interpreted as similar to New Yield Water, refine descriptions as necessary for clarity" referring to "'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 within the Beaumont Basin." 2nd Comment: "Clarify what this includes: recharge and/or recycled water, irrigation return flows"	See response to Comment No. 16. Definition of "Supplemental Water" removed from the Rules and Regulations.	Yes

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

Comment No.	Date Comments Received	Commentator	Page	Section Number	Section Title	Comment	Response to Comment / Notes	Addressed in Revised Rules and Regulations and Watermaster Forms
18	2/24/2025	Joe Zoba	2	1.1 (j)	Definitions	Added "Supplemental Water" throughout document where "Supplemental" is shown and referring to Supplemental Water.	Noted, will revise accordingly	Yes
19	2/24/2025	Joe Zoba	2	1.1 (k)	Definitions	Add " <i>and an alternate member pursuant to Section 2.14</i> " 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 <i>and alternate as provided in Section 2.14</i> who shall be an employee of or consultant to the nominating agency."	Noted, will revise accordingly	Yes
20	2/24/2025	Jennifer Ares	2	1.1	Definitions	Add definition for "Recapture"	Added the following language: "Recapture refers to the physical recovery of Stored Water by the Storage Party responsible for depositing the Stored Water in the Beaumont Basin."	Yes
21	2/24/2025	Jennifer Ares	3	2.3	Quorum	Revise sentence to read, "A majority of the 5-member <i>board, which is 3 members</i> , acting as the Watermaster shall constitute a quorum for the transaction of business."	Noted, will revise accordingly	Yes
22	2/24/2025	Jennifer Ares	3	2.4	Voting Procedures	Add, "per Brown Act procedures." to the end of the sentence.	Noted, will revise accordingly	Yes
23	9/18/2025	BCVWD	4	2.7	Investment of Funds	Add to final sentence, ", or as updated from time to time by Watermaster Resolution."	Noted, will revise accordingly	Yes
24	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 <i>pursuant to the Judgement and Rules & Regulations</i> ."	Noted, but will revise to, "The Watermaster may enter into contracts and agreements for the performance of any of its powers pursuant to the Judgement."	Yes
25	11/10/2025	Joe Zoba	4	2.10	Budgets	Remove "The Watermaster shall hold a public hearing on such budget prior to adoption."	Noted, will revise accordingly	Yes
26	11/10/2025	Joe Zoba	4	2.10	Budgets	Addition [<i>in italics</i>] to following sentence: "The adopted budget shall be funded in the upcoming fiscal year through assessments made pursuant to the Judgement <i>or upon approval of expenses throughout the year</i> ."	Noted, will revise accordingly	Yes
27	9/18/2025	BCVWD	5	2.11 (a)	Assessments	Add "(Declaration and Adjustment of Rights)" to end of final sentence.	Noted, will revise accordingly	Yes
28	11/10/2025	Joe Zoba	5	2.11 (a)	Assessments	Remove "Replenishment assessments shall be collected not later than April 1 of each subsequent year."	Noted, will revise accordingly	Yes
29	9/18/2025	BCVWD	5	2.11 (c)	Assessments	Edit sentence to read, "This may be accomplished through the identification and implementation of Special Project Committees <i>and approved by the Watermaster</i> ." Italicised words are suggested additions to the sentence.	Noted, will revise accordingly	Yes
30	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 <i>against the Watermaster</i> , meter testing,..."	Noted, will revise accordingly	Yes
31	9/18/2025	BCVWD	5	2.11 (d)	Assessments	Comment: "Consider identifying who on the Watermaster is responsible for issuing the invoice (position of responsible member (e.g., Treasurer or Board Secretary))."	Watermaster Treasurer identified as responsible member to manage the issuance, receiving, and payment of invoices by applicable Parties.	Yes
32	9/18/2025	BCVWD	6	2.11 (f)	Assessments	Comment: "Consider 'and Debts'" added to "Salt Credits".	The definition of "Salt Credits" and potential reference to "Salt Debts" were removed (see Comment Nos. 10 and 11); this section 2.11 (f) on salt credits is removed.	Yes

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

Comment No.	Date Comments Received	Commentator	Page	Section Number	Section Title	Comment	Response to Comment / Notes	Addressed in Revised Rules and Regulations and Watermaster Forms
33	9/18/2025	BCVWD	6	2.13	Notice and Waiver of Notice	1st Comment: "Are both of these references intended to define parties named in the Judgement, if yes consider clarifying and possibly adding "or the Parties successor in interest." 2nd Comment: "Consider 'The Public'" to replace "any Person" in the final sentence of the paragraph.	Noted and revised accordingly.	Yes
34	2/24/2025	Jennifer Ares	6	2.13	Notice and Waiver of Notice	Question: "Approved by a judge?"	The matter of the Watermaster compiling and maintaining a contact list for notifying interested Parties does not have to be approved by a judge. The matter of the Watermaster receiving and filing a waiver of notice to be removed from the contact list does not need to be approved by a judge.	Yes
35	2/24/2025	Jennifer Ares	6	2.14	Watermaster Alternates	Add language to note that alternates need to be approved by a judge.	Language added to refer to Section VI.4 of the Judgement that states nominated representatives must be approved by the Court.	Yes
36	2/24/2025	Joe Zoba	7	2.14	Watermaster Alternates	Comment, "See VI.4 of the Judgement to include consultants."	Added this reference.	Yes
37	9/18/2025	BCVWD	7	2.14	Watermaster Alternates	With reference to the last sentence, "Consider if this should be modified to include language parallel to language set forth on page 12, lines 9-17. Consider if this should further refine that all alternates require court approval/appointment."	See response to Comment No. 35.	Yes
38	3/5/2025	Dan Jagers	8	3.1	Measuring Devices	Discussion at BBWM regular meeting on March 5, 2025: Meters - Section 3.1 of R&R; meter maintenance shall be maintained by the Watermaster - alternative language suggested would require the Watermaster to validate the calibration and accuracy of flow meters. 2-step approach: 1) rely on the watermaster members to maintain their measuring devices, and 2) develop a process to encourage member agencies to maintain and calibrate their measuring devices.	To maintain consistency with the Judgement (Section VI.5.M), the installation and maintenance of meters at new and existing wells will be at the cost of the Watermaster. Added language will note that calibration of the metering device, both before installation and subsequent use, is included under maintenance and will be at the cost of the Watermaster. Any meter repairs and retesting will be at the Producer's expense.	Yes.
39	9/18/2025	BCVWD	8	3.1 (a)	Measuring Devices	Under New Wells, Overlyer Wells, "Consider should this be expanded to define meter calibration and frequency of calibration responsibilities and coordination with overlyer operations?"	Addressed in Section 3.1 (b) of the revised Rules and Regulations.	Yes
40	9/18/2025	BCVWD	8	3.1 (b)	Measuring Devices	For meter maintenance, revise to read that meter maintenance is at the expense of each appropriator for their wells and collectively/proportionately for overlyer (or other) wells.	Refer to Section VI.5.M of the Judgement that states the Watermaster shall bear the cost of maintaining meters; also see response to Comment No. 38.	Yes
41	9/18/2025	BCVWD	9	3.3.1 (2)	Communication and Planning	Comment: "Consider if this should require written authorization only which must be memorialized in the Watermaster files."	Written authorizations by email, text message, or paper copy by well owners to access their wells will only be accepted. Written authorizations will be memorialized in Watermaster files.	Yes
42	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)."	Noted, will revise accordingly	Yes
43	2/24/2025	Joe Zoba	13	3.3.5.3 (a)	Manual Groundwater Level Measurements	Add, "or equivalent" following "Alconox solution" in the text.	Noted, will revise accordingly	Yes
44	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."	Addressed at 3/5/25 BBWM meeting. The definition of the Annualized Safe Yield shall be included in the Rules and Regulations.	No. Definition will be provided before revisions are finalized.

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

Comment No.	Date Comments Received	Commentator	Page	Section Number	Section Title	Comment	Response to Comment / Notes	Addressed in Revised Rules and Regulations and Watermaster Forms
45	9/19/2025	David Armstrong	18	4.0	Annualized Safe Yield	Recommend deleting, "The 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.	Noted, will revise accordingly	Yes
46	11/10/2025	Joe Zoba	18	4.0	Annualized Safe Yield	Recommend addition [in italics]: "The 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, <i>the annual recharge of supplemental water and new yield</i> , and annual groundwater production from the Basin."	Noted, see response to Comment No. 45.	Yes
47	11/10/2025	Joe Zoba	18	4.2	Storage Accounts	Replace paragraph with "Storage Accounts are documents to report the quantity of water held in storage and available for recapture by an Appropriator or Storage Party. Each Storage Account is evaluated annually and reflects the total water gained through an Appropriator's Operating Yield, water acquired by transfer, addition of Supplemental Water and New Yield, less the volume of water pumped or transferred to another Party."	Noted, will revise accordingly	Yes
48	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."	Discussed at 3/5/25 BBWM meeting and confirmed as a method to track water that has been obtained by an appropriator when an overlying party transfers water to an appropriator. No further discussion by Committee members.	Yes
49	11/10/2025	Joe Zoba	18	4.2.1	Storage Accounts: Definitions	Comment: "Consider incorporating section 4.2.1 into Section 1.1 with the other definitions."	Noted, section has been deleted since definitions are in the Judgement.	Yes
50	11/10/2025	Joe Zoba	18	4.2.1	Storage Accounts: Definitions	Add definition: "(e) Overlying/Appropriative Water Right represents an Appropriators share of Overlying Water Rights transferred by an Overlying to an Appropriator."	Noted, will add to Section 1.1. Definitions	Yes
51	9/18/2025	BCVWD	19	4.2.2	Temporary Surplus	Revise last sentence to read, "Column 5 of Exhibit C of the Judgement provides a breakdown of the annual Appropriator allocations of the <i>remaining unused Safe Yield as well as the Temporary Surplus.</i> " Added language in italics.	Noted, will revise accordingly	Yes
52	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."	Discussed at 3/5/25 BBWM meeting. Goal is to keep the appropriators out in front of this issue so it doesn't need to be triggered. No provision in Judgement when a storage account goes negative, and so whose water is being used when an appropriator goes negative in their storage account. The Judgement only includes a provision that when an appropriator extracts more than their appropriate water right then they pay a replenishment fee. Mr. Vela stated that this is an important topic that needs to be addressed in specific discussions and efforts to develop an equitable and comprehensive provision to address the issue of negative storage accounts. Request by Committee to address this issue before incorporating a new section in the R&R.	Yes
53	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."	The term, Basin Water, may be defined after the Basin Loss analysis is completed and the Watermaster Committee approves a method of accounting for basin losses. The final sentence in this section will remain as is until revised per the results of the basin loss analysis.	No, to be addressed after the Basin Loss analysis is completed.
54	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..."	Noted, will revise accordingly	Yes

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

Comment No.	Date Comments Received	Commentator	Page	Section Number	Section Title	Comment	Response to Comment / Notes	Addressed in Revised Rules and Regulations and Watermaster Forms
55	9/18/2025	BCVWD	21	5.0 (a)	Recharge of Supplemental Water and New Yield Water	Consider "account for" in lieu of "calculate".	Noted, will revise accordingly	Yes
56	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?"	Sentence in 5.0 (a) is removed because it is directly from the Judgement (Section 5.U, Accounting for Stored Water).	Yes
57	2/24/2025	Joe Zoba	21	5.0 (b)	Recharge of Supplemental Water and New Yield Water	Delete "publicly owned" from first sentence.	Noted, will revise accordingly	Yes
58	9/18/2025	BCVWD	21	5.0 (e)	Recharge of Supplemental Water and New Yield Water	Consider changing "persons" to "Parties".	Noted, will revise accordingly	Yes
59	9/19/2025	David Armstrong	21	5.0 (e)	Recharge of Supplemental Water and New Yield Water	Revise to read, "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 Water."	Noted, will revise accordingly	Yes
60	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"	Noted, will revise accordingly	Yes
61	9/18/2025	BCVWD	21	5.1 (a)	Sources of Supplemental Water	Consider the following edit: "Maximum beneficial use of recycled water, which shall be given a high priority by the Watermaster; "	Noted, will revise accordingly	Yes
62	9/19/2025	David Armstrong	22	5.1 (a)	Sources of Supplemental Water	Comment: "Delete 'high priority'".	Noted, see response to Comment No. 61.	Yes
63	2/24/2025	Joe Zoba	21	5.1 (d)	Sources of Supplemental Water	Replace "Metropolitan Water District" with "San Gorgonio Pass Water Agency"	Noted, will revise accordingly	Yes
64	11/10/2025	Joe Zoba	21	5.1 (d)	Sources of Supplemental Water	Recommend deleting, "Available supplies of Metropolitan Water District;"	Noted, see response to Comment No. 63.	Yes
65	2/24/2025	Joe Zoba	22	5.2	Method of Replenishment of Supplemental Water	Comment reads, "Can this section be rewritten as a single paragraph instead of as an outline?"	Noted, will revise accordingly	Yes
66	9/18/2025	BCVWD	22	5.2	Method of Replenishment of Supplemental Water	Revise sentence to read, "The Watermaster may accomplish replenishment by any reasonable method <i>approved by said Watermaster and that meets the Beaumont Basin groundwater objectives, including:..</i> ." Added language in italics.	Noted, will revise accordingly	Yes
67	9/19/2025	David Armstrong	22	5.2 (a)	Method of Replenishment of Supplemental Water	Add to end of sentence, "in accordance with the requirements of current Section 5.1."	Noted, will revise accordingly	Yes
68	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."	Please see response to Comment #70. Reference to storm water capture has been deleted.	Yes

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

Comment No.	Date Comments Received	Commentator	Page	Section Number	Section Title	Comment	Response to Comment / Notes	Addressed in Revised Rules and Regulations and Watermaster Forms
69	2/24/2025	Jennifer Ares	22	5.3	New Yield	Do return flows constitute supplemental water and/or new yield?	Discussed at 3/5/25 BBWM meeting. Need to develop a methodology for calculating return flows and how we account for it over time. How should return flow be categorized - it's not supplemental water (derived from outside the basin) nor is it new yield (project generated capture of water that increases the yield)? Return flows are incorporated in the numerical model and used to redetermine the safe yield, which is then allocated to the overlies. Need to investigate and potentially determine a methodology for allocating return flows to the appropriators.	No. Will be addressed when BBWM Committee determines how to account for return flows in the basin.
70	11/10/2025	Joe Zoba	22	5.3 (a)	New Yield	Recommend deleting "including, but not limited to, the increases capture of rising water, increased capture of available stream flow, and other management activities" from first sentence.	Noted, will revise accordingly	Yes
71	9/18/2025	BCVWD	22	5.3 (b)	New Yield	2nd part, comment: "define "locally" e.g., within basin boundaries or within basin boundary vicinity or?"	Noted, will remove "locally" from sentence.	Yes
72	9/18/2025	BCVWD	25	6.3	Contents of Application for Groundwater Storage Agreements	Comment: "Consider adding 'identification of potential impacts to existing Appropriator and/or Overlyer operations and existing and planned (e.g., Masterplanned) facilities.'" to list of contents in application.	Noted, will revise accordingly	Yes
73	9/18/2025	BCVWD	25	6.4.1	Supporting Documentation for Groundwater Storage Agreements	Comment on first paragraph: "There should be a consideration of changes to water quality over time & notification to Watermaster when encountered."	Form 3, application to recharge supplemental water or new yield water, is revised to require the applicant to provide an evaluation of the potential impacts to groundwater quality resulting from the recharge of supplemental water or new yield water.	Yes
74	9/18/2025	BCVWD	25	6.4.2	Application to Recapture Water in Storage	Revise first sentence to read, "Recapture of Supplemental and New Yield Water will generally be approve by the Watermaster via an Application to Recapture Water in Storage (Watermaster Form 4), or subsequent amendment to application ."	Noted, will revise accordingly	Yes
75	9/18/2025	BCVWD	25	6.5	Notice of Pending Applications	Revise paragraph to read, "Upon receipt of a Groundwater Storage Agreement application and supporting applications to the Watermaster , the Watermaster 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 <i>Appropriators, Overliers, and</i> Applicant and any other interested Persons <i>Parties</i> 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 <i>and reproduction and distribution of identified communications</i> shall be borne by the applicant.	Noted, will revise accordingly	Yes
76	9/18/2025	BCVWD	25	6.5	Notice of Pending Applications	Comment: "Refine who on the Watermaster Committee is responsible for 1) generating the bill, 2) receiving payment, and 3) where such costs and received funds are accounted for (e.g., report out) at Watermaster meeting.	Discussed at 12/3/25 Watermaster Committee meeting. Committee members agreed that the Watermaster Treasurer will be responsible for generating and submitting an invoice to the applicant, receiving payment, and reporting back to the Watermaster the invoicing and payment status at a Watermaster Committee meeting.	Yes
77	9/18/2025	BCVWD	25	6.6	Watermaster Investigations of Applications	Revise 2nd sentence to read, "Any party to the proceeding may be requested to confer and cooperate with the Watermaster <i>Committee members</i> , staff, and consultants, and to..."	Noted, will revise accordingly	Yes

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

Comment No.	Date Comments Received	Commentator	Page	Section Number	Section Title	Comment	Response to Comment / Notes	Addressed in Revised Rules and Regulations and Watermaster Forms
78	2/24/2025	Joe Zoba	27	6.8	Groundwater Storage Agreements	Insert ", <i>injection</i> " in the following sentence: "...and confirmation of the Watermaster's right to inspect the recharge, <i>injection</i> and/or recapture facilities maintained and operated by the Storage Party."	Noted, will revise accordingly	Yes
79	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 (<i>Overlying-Appropriative Right</i>) 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, <i>if any, and Overlying-Appropriative Right will be reduced proportionally</i> ."	See response to Comment No. 80.	Yes
80	11/10/2025	Joe Zoba	28	7.1	Overlying Water Rights and Redetermination of the Safe Yield	Revise 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 between the Overlying Party and Appropriator based on the percentage of Overlying Water Rights transferred to the Appropriator."	Noted, will revise accordingly.	Yes
81	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 <i>and Overlying-Appropriative Parties</i> comments are <i>reviewed</i> , the Watermaster shall consider approving the redetermined Safe Yield at a Watermaster Regular Meeting."	Noted, will revise accordingly	Yes
82	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 <i>redetermination of safe yield</i> technical report shall be <i>presented to the Overlying Parties and Overlying-Appropriative Parties</i> to review and provide comments."	Noted, will revise accordingly	Yes
83	11/10/2025	Joe Zoba	28	7.1	Overlying Water Rights and Redetermination of the Safe Yield	Revise first sentence of 4th paragraph to read, "After the Overlying Parties comments are addressed and incorporated into the 10-year Redetermination of the Safe Yield technical report , the Watermaster shall..."	Noted, will revise accordingly	Yes
84	2/24/2025	Joe Zoba	29	7.2	Adjustment of Overlying Water Rights	Comment in 2nd paragraph: "What is paragraph 7(a)?"	Paragraph 7(a) is a remnant from the previous version of the Rules and Regulations and refers to the first paragraph in Section 7.2. References to paragraph 7(a) have been removed and the text revised accordingly.	Yes
85	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 <i>by the Overlying Party as an Overlying-Appropriative Right</i> , in addition to other rights otherwise allocated to the Appropriator Party."	Noted, will revise accordingly	Yes
86	2/24/2025	Joe Zoba	29	7.2	Adjustment of Overlying Water Rights	Delete "portable" from the first sentence in the 3rd paragraph.	Noted, will revise accordingly	Yes
87	9/18/2025	BCVWD	29	7.2	Adjustment of Overlying Water Rights	Comment referring to last paragraph: "Why restate judgement language here, consider deleting."	Noted, will delete paragraph.	Yes

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

Comment No.	Date Comments Received	Commentator	Page	Section Number	Section Title	Comment	Response to Comment / Notes	Addressed in Revised Rules and Regulations and Watermaster Forms
88	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)."	Will be supplemental information provided in subsequent filings of potable water served by the Appropriator to the Overlying Party.	Text unchanged.
89	2/24/2025	Joe Zoba	30	7.4	Accounting of Transfers	Delete "as appropriate" from last sentence in paragraph.	Noted, will revise accordingly	Yes
90	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.	Noted, will revise accordingly	Yes
91	2/24/2025	Joe Zoba	32	8.1	Potential Conflict	Delete Section 8.1	Noted, will remove.	Yes
92	9/18/2025	BCVWD	32	8.3	Groundwater Storage Agreement with San Geronio Pass Water Agency	Add to the first sentence, "The Watermaster accepted the Agency's Groundwater Storage Agreement application in February 2018 (Watermaster Resolution 2018-01, <i>or as amended in the future</i>)..." New language in italics.	Noted, will revise accordingly	Yes
93	11/10/2025	Joe Zoba	36	10.1	Approved Forms	Recommend deleting "9) Water Level Field Form" from list.	Noted, will remove.	Yes
94	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?"	No, should remain as signature of applicant. The Watermaster will prepare a subsequent summary and analysis of an application received (Section 6.5 of R&R) and issue an Groundwater Storage Agreement (Form 2) approving the applicants request to store water in the Basin.	No, in that Form 1 was not revised per this comment.
95	9/18/2025	BCVWD	Form 1		Application for Groundwater Storage Agreement	Add "Project Description" above "Date of Application"	Noted, will revise accordingly	Yes
96	9/18/2025	BCVWD	Form 1		Application for Groundwater Storage Agreement	What does this mean: "Facilitate replenishment under certain well sites."?	Possibly refers to depletion of groundwater in form of hydraulic depression at wells. Recommended revision reads, "Facilitate replenishment of groundwater in storage."	Yes
97	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?"	A proof of signature authority or attorney signature may be requested by the Watermaster at the time the application is presented to the Applicant by the Watermaster. No change to the Form is required at this time.	Yes
98	9/18/2025	BCVWD	Form 3		Application for Recharge	"Add: water quality anticipated, source water quality information, method(s) of measurement."	Language added to Form 3.	Yes
99	9/18/2025	BCVWD	Form 3		Application for Recharge	"Data to be included as part of the application to recharge: 1) CEQA/NEPA, 2) water quality study, 3) hydrogeologic study identifying location(s) of recharge, impacts to existing and master planned facilities, coordination with and identifies impacts to Overlyer existing and planned operations and developments, and 4) other.	Language added to Form 3.	Yes
100	9/18/2025	BCVWD	Form 4		Application (or Amendment to Application) to Recapture Stored Water	Insert "and schedule" in the following: "METHOD AND SCHEDULE OF RECAPTURE"	Noted, will revise accordingly	Yes

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

Comment No.	Date Comments Received	Commentator	Page	Section Number	Section Title	Comment	Response to Comment / Notes	Addressed in Revised Rules and Regulations and Watermaster Forms
101	9/18/2025	BCVWD	Form 4		Application (or Amendment to Application) to Recapture Stored Water	Insert paragraph to describe, "METHODOLOGY FOR QUANTIFYING VOLUME"	Noted, will revise accordingly	Yes
102	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?"	Yes, the additional information required is listed in the revised Form 5.	Yes
103	9/18/2025	BCVWD	Form 5		Notice to Adjust Rights of an Overlying Party Due to Proposed Provision of Water Service by an Appropriator	Include "Date of anticipated use" and supplemental information detailed in the Rules and Regulations (e.g., original Judgement APN, Current APN, etc.)	This has been added to the Form 5.	Yes
104	9/18/2025	BCVWD	Form 5		Notice to Adjust Rights of an Overlying Party Due to Proposed Provision of Water Service by an Appropriator	Request "Appropriator Service Resolution No." to the list of information requested for the Appropriator in the Form 5.	Noted, will revise accordingly	Yes
105	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)?"	A proof of signature authority or attorney signature may be requested by the Watermaster at the time the application is presented to the Applicant by the Watermaster. No change to the Form is required at this time.	Yes
106	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?"	The transfer of right to recapture Stored Water between appropriators (Form 8) will be presented for consideration of approval by the Watermaster at a Watermaster Board Meeting. The Form 8 will be signed by the Watermaster after the transfer is approved by the Watermaster Committee.	Yes

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South Mesa Water Company

Address: 391 West Avenue L, Calimesa, CA 92320

Mailing address: P.O. Box 458, Calimesa, CA 92320

Telephone Number: (909)795-2401

Website: www.southmesawater.com | Email – info@southmesawater.com

April 1, 2026



VIA EMAIL

Beaumont Basin Watermaster Committee
c/o Steve Stuart, Dudek
560 Magnolia Ave.
Beaumont, CA 92223

Re: South Mesa Water Company Comments and Objections to Draft Updated Rules and Regulations

Dear Watermaster Committee Members:

On behalf of South Mesa Water Company (“SMWC”), I write to provide comments and to express serious concerns regarding Dudek’s significant proposed overhaul to the Beaumont Basin Watermaster Rules and Regulations that are included in the agenda packet for today’s Watermaster Committee meeting (“Dudek R&R”). In short, SMWC **opposes** any approval of the Dudek R&R as presented, and urges this Committee to take the necessary time to understand, evaluate and revise this legal document into a form that all Watermaster Committee members can support.

The Dudek R&R is a lengthy, legal document. It contains many nuances and interconnected provisions that require time to thoughtfully vet. While we appreciate Mr. Montoya’s legal review, the legal memo leaves several policy and substantive questions unaddressed and unanswered. Additionally, the vast number of substantive revisions that legal counsel was required to make in an attempt to conform the Dudek R&R to the Judgment raises significant concerns about Dudek undertaking this task in the first place. Based upon similar dynamics that have recently occurred in our neighboring Yucaipa Subbasin, SMWC questions the neutrality of the preparer of the Dudek R&R.

SMWC has not yet completed an exhaustive review the Dudek R&R, legal counsel redline and memo, and accompanying materials that were provided in the Agenda Packet for today’s meeting just a few days ago. SMWC offers initial comments in this letter and reserves all rights and privileges to provide further comments on this draft and any subsequent drafts. SMWC also reserves all rights and privileges under the Judgment to oppose the Dudek R&R should the Committee opt to proceed toward approval.

SMWC Initial Comments

- 1. Redline Showing Changes to Existing R&R.** The agenda packet includes a redline showing Watermaster counsel's revisions to the Dudek R&R. However, SMWC and all Watermaster Committee members should be presented with a comprehensive redline and summary overview of the changes being proposed as compared to the *existing* Watermaster Rules and Regulations that are currently in effect. SMWC formally requests that redline be provided both with respect to the draft R&R in today's agenda packet, and with respect to any and all future proposed draft R&R. SMWC cannot and will not approve any new Watermaster R&R without first understanding and being afforded an opportunity to comment on the *changes* being proposed to the existing adopted R&R.
- 2. Who Drafted the Dudek R&R?** SMWC requests Dudek identify for the record all persons that assisted or provided Dudek with any input, *of any kind whatsoever*, in the preparation of the Dudek R&R.
- 3. Policy Issues v. Administrative Implementation.** Some revisions are framed as administrative but may have substantive effects. The objectives of updating the R&R should not require seeking judicial approval. Watermaster counsel has identified several aspects that would require judicial approval, which is itself evidence that the Dudek R&R reach beyond what is appropriate.
- 4. Section 1.1.(c) "New Yield Water".** SMWC has serious concerns regarding the way "New Yield Water" concepts are subtly woven into the Dudek R&R. **The Judgment already defines New Yield.** The Dudek R&R definition of "New Yield Water," even with Watermaster counsel's revisions, are not consistent with the definition in the Judgment. Importantly, as dictated by the Judgment, New Yield must: (1) comprise an increase in yield; (2) in quantities greater than historical amounts; (3) from sources of supply including, but not limited to, capture of available storm flow, (4) by means of projects constructed after February 20, 2003; and (5) *as determined by the Watermaster*. The Watermaster must evaluate and determine whether a claimed source of supply qualifies as New Yield. The Dudek R&R definition of New Yield Water fails to include "as determined by the Watermaster." Moreover, the Dudek R&R would reflexively (and improperly) include "New Yield" as a qualified source of Supplemental Water and within "Storage Accounts"—both of which are examples of why SMWC has significant concerns with the Dudek R&R and its lack of integrity to the Judgment. Furthermore, the *current* Watermaster R&R *in effect* define "New Yield" in section 4.2 in a manner that is much more in line with the Judgment definition of New Yield, including a provision that requires Watermaster to make an independent technical assessment of estimated New Yield arising from a proposed project. SMWC cannot overstate its concerns with the Dudek R&R revisions to "New Yield" and the subtle manner in which these changes are being proposed.
- 5. Section 1.1.(d) "Overlying-Appropriative Right."** SMWC opposes the introduction of new terms that characterize water rights under the Judgment. The proposed new characterization goes beyond administrative convenience and instead introduces risk of nuanced misapplication or inconsistency with years of Judgment implementation.
- 6. Section 1.1.(h). "Salt Credits".** Again, whose idea was this? How would this concept function in practice?
- 7. Section 1.1.(i). "Storage Account."** This definitional provision is loaded with substantive terms. The provision "or lost" is concerning and lacks explanation. The reflexive inclusion of "New Yield Water" is concerning for the reasons stated above. The operational impact of these definitions is not clear and must be presented and explained. Recall that only a few short years ago, SMWC was required to

undertake significant effort to defend the Judgment against attempts by YVWD to effectively evaporate existing storage accounts in the Basin. SMWC opposes all efforts to subtly achieve a similar result, whether through crafty Dudek R&R provisions or otherwise. Any and all proposed policy adjustments related to storage accounts must be identified, discussed, and expressly approved by the Watermaster—and not pushed through via overhaul or subtle revision to the R&R.

8. **Section 1.1.(j) “Storage Party.”** Same concerns. Also, the Dudek R&R do not define “limited amount” or how “any losses” is defined.
9. **Section 1.1.(k) “Stored Water.”** See concerns raised above relating to New Yield. Here, the redline attempts to create a *drafting* solution to address “New Yield” but does not address the substantive issues relating to New Yield that are described in above. New Yield cannot be reflexively treated in the “same manner as Stored Water” because New Yield is distinct and requires *Watermaster determination* as set forth in the Judgment.
10. **Section 2.14. Watermaster Alternates.** SMWC objects to the proposal to allow “consultants” to a Watermaster member agency to serve as an Alternate Watermaster Committee Member. This would mark a significant change in policy relating to the composition of this committee. This is not merely administrative.
11. **Section 4.0 – 4.3 Safe Yield and Storage Accounts.** SMWC objects to all changes to this Section pending further review and evaluation of responses to the comments detailed above. SMWC objects to all changes that deviate, expressly or implicitly, from the Judgment. This includes, but is not limited to the introduction of “New Yield Water” being treated in the same manner as Supplemental Water or Stored Water.
12. **Section 5.0 – 5.3 Recharge of Supplemental Water and New Yield Water.** SMWC objects to all changes to this Section pending further review and evaluation of responses to the comments detailed above. SMWC objects to all changes that deviate, expressly or implicitly, from the Judgment. This includes, but is not limited to the introduction of “New Yield Water” being treated in the same manner as Supplemental Water or Stored Water. SMWC objects to the broad inclusion of “Recycled Water” as a category of Supplemental Water.
13. **Section 6.0 – 6.8. Groundwater Storage Agreements.** SMWC objects to all changes to this Section pending further review and evaluation of responses to the comments detailed above. SMWC objects to all changes that deviate, expressly or implicitly, from the Judgment. This includes, but is not limited to the introduction of “New Yield Water” being treated in the same manner as Supplemental Water or Stored Water. SMWC objects to the broad inclusion of “Recycled Water” as a category of Supplemental Water. SMWC needs time to carefully review the forms as amended by the Dudek R&R.
14. **Section 7.0 – 7.6.** SMWC objects to all changes to this Section pending further review and evaluation of responses to the comments detailed above. SMWC objects to all changes that deviate, expressly or implicitly, from the Judgment. This includes, but is not limited to the introduction of new terms characterizing water rights or parties that hold such newly defined water rights. SMWC further objects to any changes to the forms that deviate from the Judgment, including any provisions similar in any way to the provisions YVWD unsuccessfully attempted to create through post-Judgment litigation in or around 2021.

15. All Other Sections and Forms. SMWC reiterates that it reserves all objections and the right to comment further on the Dudek R&R and any subsequent drafts, including but not limited to any provisions or proposed forms not specifically addressed in this letter.

SMWC generally supports the idea of “modernizing” the Watermaster Rules and Regulations where *necessary* for clarity for administrative processes. However, our primary concern is ensuring that any proposed updates to the R&R are: (1) consistent with and subordinate to Judgment; (2) clearly identified including any changes to the existing R&R; and (3) prepared by a neutral person; and (4) presented to the Watermaster Committee with a clear and thorough redline and presentation, with a reasonable time to review.

Given the importance of the R&R, SMWC cannot support adoption of the Dudek R&R in their current form.

With all rights reserved.

Sincerely,

A handwritten signature in blue ink, appearing to read 'D. Armstrong', written over a light blue horizontal line.

Dave Armstrong
General Manager
South Mesa Water Company

MORONGO
BAND OF
MISSION
INDIANS



A SOVEREIGN NATION

May 19, 2026

Beaumont Basin Watermaster
Mr. Steve Stuart
560 Magnolia Ave
Beaumont, CA 92223

Sent via email: sstuart@dudek.com, dan.jaggers@bcvwd.gov

RE: Proposed Amendments to the BBWM Rules and Regulations (Revised Redline 4/1/2026)

Mr. Stuart,

The Morongo Band of Mission Indians [MBMI] is in receipt of the Revised Redline Proposed Amendments of the Beaumont Basin Watermaster Rules and Regulations ("BBWMRR") received on or about April 13, 2026. As you are aware, the MBMI is one of several Overlying parties as defined in the Stipulated Judgement of the Beaumont Basin. After a thorough review of the BBWMRR, there are no objections to the proposed revisions.

The MBMI, the Beaumont Basin Watermaster, and others have had a longstanding commitment to enhance and preserve water resources within the adjudicated Beaumont Basin and surrounding areas. We remain committed to working with the Watermaster to ensure compliance and responsible water management for the region. The MBMI is committed to future water resource reliability, sustainability and redundancy and would be available to discuss further if needed. Should you have any questions, please contact Anthony Mendoza directly at 951-755-5279 or amendoza@morongo-nsn.gov.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Anthony Mendoza', is written over a faint, larger version of the signature.

Anthony Mendoza, Water Department Manager

Cc: John Covington, Reservation Services Administrator-MBMI
Daniel K. Jaggers, Secretary- Beaumont Basin Watermaster



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May 26, 2026

Office of the Secretary Daniel K. Jagers
Beaumont-Cherry Valley Water District
c/o Beaumont Basin Watermaster
560 Magnolia Avenue
Beaumont, California 92223

SENT VIA E-MAIL (dan.jagers@bcvwd.gov and cc list)

Re: Comments of the Morongo Band of Mission Indians on the April 2026 Proposed Amendments to the Beaumont Basin Watermaster Rules and Regulations; Storage Accounts, Treatment of Unused Overlying Water, and Equal Transfer Rights for Overlying Parties

Dear Members of the Beaumont Basin Watermaster Committee:

The Morongo Band of Mission Indians (the "Tribe") submits these comments in its capacity as an adjudicated overlying party in the Beaumont Basin under the *Judgment Pursuant to Stipulation Adjudicating Groundwater Rights in the Beaumont Basin* (Riverside Superior Court, Case No. RIC 389197, entered February 4, 2004, as amended March 14, 2019) (the "Judgment" or "Amended Judgment").¹ The Tribe holds Overlying Water Rights identified in Exhibit "B" to the Judgment², and writes in a spirit of constructive cooperation with the Watermaster, its staff, and counsel. The Tribe values the working relationship it has built with this body and intends to continue it.

The Tribe also wishes to be candid. The April 2026 proposed amendments to the Watermaster's Rules and Regulations — together with the existing Storage Account framework on which they build — depart from the Amended Judgment, from the August 31, 2021 Order of the Honorable Irma Poole Asberry, and from settled California water law in important respects.

¹Judgment Pursuant to Stipulation Adjudicating Groundwater Rights in the Beaumont Basin, San Timoteo Watershed Mgmt. Auth. v. City of Banning, et al., Riverside Sup. Ct. Case No. RIC 389197 (entered Feb. 4, 2004; amended Mar. 14, 2019) (hereinafter "Judgment" or "Amended Judgment").

²Judgment, p. 4, lines 18-20 (defining "Overlying Parties" as listed on Exhibit "B," who own land overlying the Beaumont Basin and exercise Overlying Water Rights); see also Exhibit "B" to the Judgment (Overlying Owners and Their Water Rights).



The Tribe writes now, before adoption, so that these concerns can be addressed administratively rather than through motion practice in the Court that retains continuing jurisdiction over this adjudication.

In summary, this letter addresses four interrelated points, each grounded in the proposed rule amendments and each examined in turn below:

1. The proposed amendments impair Overlying Rights under the Judgment by formalizing the automatic, uncompensated reallocation of unused overlying water to Appropriators under proposed Rule 7.6.
2. The Storage Account framework — as proposed to be carried forward and expanded in §§ 1.2(i), 4.2, 4.2.3, and 7.6 — is inconsistent with the Judgment, which limits storage to *Supplemental Water* deposited pursuant to a Groundwater Storage Agreement. Public Records Act productions in 2025 confirm that water credited to Storage Accounts is in practice blended and used throughout each Appropriator's service area — precisely the practice the Honorable Irma Poole Asberry held impermissible in her August 31, 2021 Order.
3. The new defined term "Overlying-Appropriative Water Right" (proposed § 1.2(d)) attempts to create a category of water right not recognized in the Judgment or in California water law. Far from narrowing the gap between the Rules and Regulations and the Judgment, the April 2026 proposed amendments move further away from the Judgment, and the reclassification of Overlying Water Right into a new appropriator-held category could give rise to a taking under both the federal and California constitutions.
4. Overlying Parties should be afforded the same opportunity that Appropriators enjoy under proposed Rule 7.5 to transfer unused water to other parties within the Basin (not for export). The Tribe also proposes a constructive pathway involving recycled water service through purple-pipe infrastructure already constructed by the City of Beaumont and BCVWD.

This letter is organized as follows with references to pages numbers for various topics:

- I. Background and Framing — page 3
- II. Impair Overlying Rights (A/B/C) — pages 3–5
- III. Storage Account Framework (A/B/C) — pages 5–8
- IV. New Type of Water Right (A/B/C — including the takings subsection) — pages 8-10
- V. Equal Transfer Opportunity (A/B/C/D) — pages 11-13
- VI. Recycled Water / Purple-Pipe — pages 13-14
- VII. Requested Actions — pages 14-15
- VIII. Reservation of Rights — pages 15-16



I. BACKGROUND AND FRAMING

The Judgment establishes a Physical Solution governing groundwater rights in the Beaumont Basin. It recognizes two distinct classes of producers: (i) the Overlying Parties, identified on Exhibit "B," whose rights arise from their ownership of land overlying the Basin³; and (ii) the Appropriator Parties, identified on Exhibit "C," public water agencies that extract Basin groundwater for service to broader retail service areas.⁴ Overlying rights are correlative, parcel-based, and senior in priority to appropriative rights; the Appropriative Water of the Basin is, by definition, "the amount of Safe Yield remaining after satisfaction of Overlying Water Rights."⁵

That hierarchy is the backbone of the Physical Solution. The Judgment expressly protects Overlying Parties from being charged for replenishment so long as their pumping does not exceed five times their Exhibit "B" share over any five consecutive years.⁶ Periods of underuse do not work a forfeiture of overlying rights; they reflect the lawful, parcel-tied exercise (or non-exercise) of those rights from year to year.

The Tribe's comments focus on how the proposed amendments interact with that structure. The Tribe is not asking the Watermaster to undertake an open-ended policy debate; it is asking the Watermaster to align its rules with the Judgment and with Judge Asberry's 2021 Order before adoption.

II. THE APRIL 2026 PROPOSED AMENDMENTS IMPAIR OVERLYING RIGHTS UNDER THE JUDGMENT

A. Proposed Rule 7.6 codifies an automatic, uncompensated reallocation of unused overlying water to Appropriators.

Proposed Rule 7.6 provides that whenever an Overlying Party's production over a five-year period does not exceed five times its Exhibit "B" share, "the amount of groundwater not produced by such Overlying Party . . . shall be available for allocation to the Appropriator Parties in accordance with their respective percentage shares of unused safe yield."⁷ That allocation

³Judgment, p. 4, lines 18-20 (definition of "Overlying Parties"); see also Exhibit "B" to the Judgment.

⁴Judgment, p. 2, lines 23-24 (defining "Appropriator or Appropriator Parties" as the pumpers identified in Exhibit "C"); *id.*, p. 2, lines 25-28 through p. 3, lines 1-2 (defining "Appropriator's Production Right").

⁵Judgment, p. 3, lines 3-4 ("Appropriative Water: the amount of Safe Yield remaining after satisfaction of Overlying Water Rights.").

⁶Judgment, p. 6, lines 22-28 (Injunction Against Unauthorized Production) (each Overlying Party enjoined from "producing groundwater from the Beaumont Basin in any five-year period . . . in excess of five times the share of the Safe Yield assigned to the Overlying Parties as set forth in Column 4 of Exhibit 'B'"); *id.*, p. 14, lines 22-28 (Physical Solution: Overlying Parties not charged for replenishment when pumping does not exceed five times their Exhibit "B" share over five consecutive years).

⁷April 2026 Draft Rules & Regulations, § 7.6, p. 30 ("Availability of Unused Overlying Production and Allocation to the Appropriator Parties") ("[T]o the extent that groundwater pumping by an Overlying Party . . . does not exceed five times the share of safe yield allocated to the Overlying Party during any five-year period . . . , the amount of groundwater not produced by such Overlying Party . . . shall be available for allocation to the Appropriator Parties in accordance with their respective percentage shares of unused safe yield.").



occurs by operation of the rule itself — without any voluntary transfer, without compensation, without parcel-specific tracing, and without the Overlying Party's consent.

The asymmetry with proposed Rule 7.5 is striking. Appropriators may "transfer all or any portion of [their] Storage Account[s] that [are] surplus to [their] needs to another Appropriator," memorialized on Watermaster Form 8 and accounted for in the Annual Report.⁸ Overlying Parties, by contrast, are offered only two options under proposed §§ 7.2 through 7.4: they may either receive water service from an Appropriator in lieu of self-pumping, or watch their unused overlying water swept into appropriator allocations under Rule 7.6.⁹ There is no third path under which an Overlying Party can negotiate the terms of any transfer to an Appropriator of its choice, much less to another Overlying Party.

B. The Judgment does not authorize the Watermaster to reallocate unused overlying water as a matter of right.

Section III.3 of the Judgment is the only mechanism the Judgment contemplates for moving water from an Overlying Party to an Appropriator. It is consensual and parcel-specific: the Overlying Party "request[s], and uses its Exhibit 'B,' Column 4 water to obtain water service from an Appropriator Party," whereupon "an equivalent volume of potable groundwater shall be earmarked by the Appropriator Party which will serve the Overlying Party . . . for the purpose of serving the Overlying Party."¹⁰ The Overlying Party then forbears self-production in the corresponding volume, and the Appropriator gains the right to produce the foregone amount in the course of providing service.¹¹ The Judgment treats this earmarking as the mechanism that protects the parcel-tied character of the overlying right even after the right is exercised through service rather than self-production.

Proposed Rule 7.6 reverses that polarity. Instead of the Overlying Party initiating a request and receiving earmarked service in return, the Watermaster — by rule — sweeps unused overlying water into appropriator allocations on a fixed five-year cycle, with no earmarking, no service obligation back to the originating parcel, and no compensation. Whatever else may be said about that approach, it is not the mechanism the Judgment provides.

⁸Beaumont Basin Watermaster, Redlined Draft Revisions, Rules and Regulations (April 2026), § 7.5, p. 29 ("Transfer of Water Between Appropriators") ("Any Appropriator may transfer all or any portion of its Storage Account that is surplus to its needs to another Appropriator The Appropriators shall file a Transfer of Right to Recapture Water in Storage Between Appropriators (Watermaster Form 8)").

⁹April 2026 Draft Rules & Regulations, §§ 7.2-7.4, pp. 28-29 (governing Watermaster Form 5 and the mechanics of overlying-to-appropriator water service in lieu of self-production).

¹⁰Judgment, § III.3.B, p. 6, lines 18-27 ("To the extent any Overlying Party requests, and uses its Exhibit 'B,' Column 4 water 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 . . . for the purpose of serving the Overlying Party.").

¹¹Judgment, § III.3.C, p. 7, lines 1-5 ("When an Overlying Party receives water service . . . 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.").



C. California water law recognizes overlying rights as transferable property; nothing in the Judgment overrides that.

California water law has long recognized that overlying groundwater rights are property rights, and that adjudicated overlying allocations may be transferred, leased, or assigned subject to the constraints of the adjudication.¹² Article X, Section 2 of the California Constitution does not require, and the Judgment does not impose, the wholesale economic disenfranchisement that proposed Rule 7.6 produces.¹³ The Judgment's earmarking mechanism in fact presupposes — and depends upon — the alienability of unused overlying water; that is why the Appropriator providing service receives "the right to produce the volume of water foregone by the Overlying Party."¹⁴

III. THE STORAGE ACCOUNT FRAMEWORK IS INCONSISTENT WITH THE JUDGMENT

A. The Judgment confines storage to Supplemental Water deposited pursuant to a Groundwater Storage Agreement.

Part II.2 of the Judgment is unequivocal: "Each and every Party . . . is hereby enjoined and restrained from storing Supplemental Water in the Beaumont Basin for withdrawal . . . except pursuant to the terms of a written Groundwater Storage Agreement with the Watermaster and in accordance with Watermaster Rules and Regulations. Any Supplemental Water stored in the Beaumont Basin, except pursuant to a Groundwater Storage Agreement, shall be deemed abandoned and not classified as Stored Water."¹⁵ "Stored Water" is, by definition, "Supplemental Water stored in the Beaumont Basin pursuant to a Groundwater Storage Agreement."¹⁶

Proposed Rule 1.2(i) defines "Storage Account" expansively to include not only Stored Water and Supplemental Water, but also "water gained or lost as a share of an Appropriator's Operating Yield, water acquired by transfer, [and] New Yield Water."¹⁷ Proposed §§ 4.2 and

¹²*City of Barstow v. Mojave Water Agency* (2000) 23 Cal.4th 1224, 1240-1241 (recognizing overlying rights as property rights and discussing transferability in adjudicated basins); *Antelope Valley Groundwater Cases* (2020) 59 Cal.App.5th 241 (affirming the property character of overlying rights subject to adjudication).

¹³See California Constitution, Article X, § 2 (requiring reasonable and beneficial use); Judgment, p. 13, lines 17-20 (adopting Physical Solution "[i]n accordance with the mandate of Section 2 of Article X of the California Constitution").

¹⁴Judgment, § III.3.C, p. 7, lines 3-5. See also Judgment, § III.3.B, p. 6, lines 18-27 (earmarking provision).

¹⁵Judgment, Part II.2, p. 6, lines 10-20 ("Each and every Party . . . is hereby enjoined and restrained from storing Supplemental Water in the Beaumont Basin for withdrawal . . . except pursuant to the terms of a written Groundwater Storage Agreement with the Watermaster and in accordance with Watermaster Rules and Regulations. Any Supplemental Water stored in the Beaumont Basin, except pursuant to a Groundwater Storage Agreement, shall be deemed abandoned and not classified as Stored Water."); *id.*, p. 5, lines 25-27 (defining "Stored Water" as "Supplemental Water stored in the Beaumont Basin pursuant to a Groundwater Storage Agreement with the Watermaster").

¹⁶Judgment, § I.3.Z, p. 5, lines 25-27 (defining "Stored Water").

¹⁷April 2026 Draft Rules & Regulations, § 1.2(i), p. 2 (defining "Storage Account" as "a record of the amount [or] quantity of water stored [or] held in storage in the Beaumont Basin and available for Recapture by an Appropriator or Storage Party subject to a Groundwater Storage Agreement A Storage Account . . . includes water gained or lost as a share of an Appropriator's Operating Yield, water acquired by transfer, New Yield Water, and Supplemental Water minus the amount of water pumped [or] extracted from the Beaumont Basin and water transferred to another Appropriator or Storage Party.").



4.2.3 then operationalize that expansion: Storage Accounts are calculated by aggregating Operating Yield, transferred water (including water described as "transfer of Overlying Water Right to Appropriator"), New Yield, and Supplemental Water, less water pumped or transferred — all in volumetric aggregate, with no parcel-specific tracing back to any originating Overlying Party.¹⁸

That structure treats unused overlying production — water that was never the Appropriator's to begin with, and that the Judgment does not permit to be "stored" by an Appropriator — as a credit deposited into the Appropriator's Storage Account. It conflates two categorically different concepts: (i) Supplemental Water voluntarily imported and stored under a Groundwater Storage Agreement (which the Judgment authorizes), and (ii) Native Basin yield not pumped by an Overlying Party in a given year (which the Judgment does not authorize to be "stored" by anyone).

B. Judge Asberry's August 31, 2021 Order identified these very deficiencies — and the denial of rescission was expressly without prejudice.

In her August 31, 2021 Order, Judge Asberry denied without prejudice Yucaipa Valley Water District's motion to rescind former Rule 7.3 (now renumbered as Rule 7.6).¹⁹ She did so, however, while cataloguing fundamental legal infirmities in the storage account regime, including: (1) conflict with the Physical Solution; (2) inconsistency with the Amended Judgment's provision that only Supplemental Water may be stored within the Basin; (3) the fact that Appropriators' production rights do not include unused overlying water rights; and (4) the rule's impediment to overlying parties' right to transfer their water rights to appropriators.²⁰

A denial without prejudice is not an endorsement. It is, by its terms, an invitation for the issues to be revisited on a developed record. The Watermaster has, in the years since, treated the 2021 Order as though it cleared the storage account framework. It did not. The April 2026 proposed amendments — by expanding the Storage Account definition, by formalizing the "transfer of Overlying Water Right to Appropriator" as an input to that account, and by retaining the automatic allocation under proposed Rule 7.6 — entrench the very framework Judge Asberry called into question.

C. Parcel-tied beneficial use cannot be reconciled with system-wide blending.

Judge Asberry's 2021 ruling was explicit: linking unused overlying water "to the specific parcels . . . ensures that the water will be used in a reasonable and beneficial manner." She

¹⁸April 2026 Draft Rules & Regulations, § 4.2, p. 19 (Storage Accounts) and § 4.2.3, p. 20 (Storage Account Calculations) (Storage Accounts computed by aggregating Operating Yield, water acquired by transfer (including "transfer of Overlying Water Right to Appropriator"), New Yield, and Supplemental Water, less water pumped or transferred, with no parcel-specific accounting).

¹⁹Order on Yucaipa Valley Water District's Motion to Rescind Rule 7.3 of the Beaumont Basin Watermaster Rules and Regulations, San Timoteo Watershed Mgmt. Auth. v. City of Banning, et al., Riverside Sup. Ct. Case No. RIC 389197 (Hon. Irma Poole Asberry, J., Aug. 31, 2021) (hereinafter "August 31, 2021 Order").

²⁰Beaumont Basin Watermaster Special Meeting Packet (Mar. 10, 2022) (staff report summarizing the August 31, 2021 Order, including the court's identification of: (1) conflict between Rule 7.3 and the Physical Solution; (2) inconsistency with the Amended Judgment's limitation that only Supplemental Water may be stored within the Basin; (3) the fact that Appropriators' production rights do not include unused overlying water rights; and (4) the rule's impediment to Overlying Parties' right to transfer their water rights to Appropriators).



rejected YVWD's attempt to apply Oak Valley Partners' 1,398.90 AF of unused overlying rights across YVWD's entire service area, finding the failure to confine that water to the parcels of origin to be inconsistent with the Amended Judgment.²¹

That is not an abstract concern. In 2025, the Tribe conducted a robust series of Public Records Act requests directed to the Watermaster and to each of the public water suppliers that comprise the Watermaster Committee. The records produced — including 2003–2024 Annual Reports, storage-account ledgers, transfer correspondence, and resolutions — confirm a uniform practice across the Basin: water credited to Storage Accounts (including water originating in unused overlying production allocated under Rule 7.6) is blended into each Appropriator's general distribution system and used *throughout the Appropriator's service area*, without segregation, without parcel-specific accounting, and without any demonstration that the water in fact serves the originating overlying parcels listed on Exhibit "B" to the Judgment.²²

Engineering evaluation confirms that unused Overlying Water Right is the "primary basis for Appropriative Water Right" in the Watermaster's own accounting, and that the Annual Reports and Table 3-8 storage-account ledgers track such water only as aggregate volumetric balances — with no reference to, and no segregation by, the originating overlying parcels.²³ This evaluation further confirms what Judge Asberry herself recognized in the Oak Valley Partners context: that overlying water absorbed into appropriator-wide demand projections (in OVP's case, 10,400 acre-feet/year combined between BCVWD and YVWD) is not, as a matter of practice, restored to or used on the parcels of origin.²⁴ The Tribe respectfully submits that this is the precise practice Judge Asberry identified as impermissible — untethering unused overlying water from "the specific parcels" to which the Judgment links it.²⁵

²¹August 31, 2021 Order (the linkage of unused overlying water "to the specific parcels . . . ensures that the water will be used in a reasonable and beneficial manner"; rejecting Yucaipa Valley Water District's effort to apply Oak Valley Partners' 1,398.90 AF of unused overlying rights across YVWD's entire service area as inconsistent with the Amended Judgment).

²²Public Records Act responses received from each Beaumont Basin appropriator and from the Watermaster in 2025, on file with undersigned counsel (each appropriator confirming that water credited to its Storage Account, including water originating in unused overlying production allocated under Rule 7.6, is blended into the appropriator's general distribution system without parcel-specific segregation or accounting back to the originating overlying parcels listed on Exhibit "B" to the Judgment).

²³See 2003–2024 Annual Reports and Table 3-8 storage-account ledgers; documents reflect that unused Overlying Water Right is the "primary basis for Appropriative Water Right," with such water blended into general appropriator distribution systems and accounted for only in aggregate volumetric balances, not by reference to the parcels of origin; see also *id.* at 3 (noting that transfer agreements between Appropriators — e.g., the BCVWD/SMWC first-right-of-refusal agreement — were absent from the Watermaster's production despite being referenced in Annual Reports, evidencing gaps in the Watermaster's public records).

²⁴Oak Valley Partners, L.P. annexed additional property such that future water supply needs were projected as high as 12,811 acre-feet per year — far in excess of OVP's 1,806 acre-feet/year Maximum Production Right under Exhibit "B" to the Judgment — and 10,400 acre-feet/year of those projected needs were absorbed into the combined demand of BCVWD and YVWD pursuant to Resolution No. 2017-02, without parcel-specific accounting back to the originating overlying parcels.

²⁵August 31, 2021 Order, *supra* (parcel-tied use "ensures that the water will be used in a reasonable and beneficial manner"; rejecting YVWD's service-area-wide application of Oak Valley Partners' 1,398.90 AF of unused overlying rights).



The Public Records Act productions also expose a separate concern that bears mention. Gaps exist in the Watermaster's response — for example, the BCVWD/SMWC first-right-of-refusal transfer agreement referenced in the Annual Reports was not produced — and identified Resolution No. 2019-02, in which Watermaster legal counsel acknowledged on the record that prior Section 7 provisions were removed because they "did not have basis in the Judgment." That history reinforces, rather than excuses, the present concern: *the Watermaster has previously recognized the need to conform its rules to the Judgment, and the April 2026 proposed amendments move in the opposite direction.*²⁶

Proposed §§ 1.2(i), 4.2, and 4.2.3 would not cure this practice; they would entrench it. Each provision tracks volumetric balances in the aggregate and does not require any Appropriator to demonstrate parcel-specific use of water attributable to overlying rights, much less to deliver that water to the originating overlying parcels.²⁷

IV. PROPOSED § 1.2(D) ATTEMPTS TO CREATE A NEW TYPE OF WATER RIGHT NOT FOUND IN THE JUDGMENT OR CALIFORNIA WATER LAW

A. The "Overlying-Appropriative Water Right" is a category foreign to the Judgment.

Proposed § 1.2(d) introduces a new defined term — "Overlying-Appropriative Water Right" — described as "the volume of Overlying Water Right foregone by an Overlying Party that an Appropriator Party has the right to produce as a result of the Appropriator's provision of water service to the Overlying Party."²⁸ The term itself does not appear in the Judgment.

What the Judgment provides in § III.3.B–C is narrower and structurally different: when an Overlying Party requests service from an Appropriator, an equivalent volume is earmarked by that Appropriator *to serve that Overlying Party's parcels*, and the Overlying Party forbears self-production in that amount. The Judgment does not transmute the underlying right into a new, hybrid "Overlying-Appropriative" classification held by the Appropriator. The right remains the Overlying Party's — protected against diminution, and serviced by the Appropriator in earmarked, parcel-specific fashion.²⁹

Creating an "Overlying-Appropriative Water Right" as a stand-alone category serves two functions that the Tribe must respectfully resist. First, it untethers the volume of water in

²⁶Watermaster Resolution No. 2019-02 amending Section 7 of the Rules and Regulations to remove provisions "not consistent with the Judgment," as explained on the record by Watermaster legal counsel Mr. Thierry Montoya at the June 25, 2019 Watermaster meeting [emphasis added].

²⁷April 2026 Draft Rules & Regulations, § 4.2.3, p. 20 (Storage Account Calculations) (aggregating Operating Yield, transferred water, New Yield, and Supplemental Water without parcel-level tracing).

²⁸April 2026 Draft Rules & Regulations, § 1.2(d), p. 1 (defining "Overlying-Appropriative Water Right" as "the volume of Overlying Water Right foregone by an Overlying Party that an Appropriator Party has the right to produce as a result of the Appropriator's provision of water service to the Overlying Party, as provided in Section III.3.B of the Judgment (pp. 6-7).").

²⁹Judgment, § III.3.B, p. 6, lines 18-27 (earmarking); § III.3.C, p. 7, lines 1-5 (forbearance and Appropriator's right to produce the foregone volume); § III.3.E, p. 8, lines 23-28 (Overlying Water Right "shall not be diminished" by receipt of Recycled Water).



question from the originating parcel — contrary to Judge Asberry's express directive.³⁰ Second, it provides a definitional bridge through which water that began as overlying yield is reclassified as appropriative inventory inside an Appropriator's Storage Account, where it is then subject to free transfer between Appropriators under proposed Rule 7.5.³¹ California water law does not recognize this hybrid classification, and the Judgment does not create it. The Watermaster cannot create it by rule.

The Tribe acknowledges that proposed Rule 7.6 includes a savings clause stating that the rule shall not "be deemed or construed in any way to change, limit or otherwise affect any rights awarded to and held by the Overlying Parties pursuant to the Judgment."³² Respectfully, a savings clause cannot rescue an operative rule that, by its own terms, reallocates unused overlying water to Appropriators on a fixed five-year cycle without earmarking, consent, or compensation. The text of the rule, not its disclaimer, controls.

B. The proposed amendments move in the wrong direction by diverging further from the Judgment, not closer to it.

The Watermaster's own institutional history reflects an understanding that the Rules and Regulations must conform to the Judgment, not the other way around. In 2019, the Watermaster adopted Resolution No. 2019-02 to *remove* Section 7 provisions that, in the words of Watermaster legal counsel on the record, "did not have basis in the Judgment."³³ Less than a year later, the Court denied YVWD's motion to rescind former Rule 7.3 without prejudice while flagging serious legal infirmities, including the conflict with the Physical Solution and the absence of unused overlying water from Appropriators' production rights.³⁴ At the February 4, 2026 regular meeting, Watermaster legal counsel reiterated that rules inconsistent with the Amended Judgment require a proposed further amended judgment, court approval, and an order to show cause.³⁵

Against that backdrop, the April 2026 proposed amendments move decisively in the wrong direction. Rather than narrowing the gap between the Rules and the Judgment, they widen it. They introduce a new "Overlying-Appropriative Water Right" classification that has no textual or structural home in the Judgment; they entrench the Storage Account framework that the Court identified as legally questionable; and they retain — indeed, formalize — the Rule 7.6 mechanism the Court has not approved. The Tribe respectfully submits that these amendments

³⁰See August 31, 2021 Order, *supra* (parcel-tied use ensures reasonable and beneficial use; YVWD's effort to apply Oak Valley Partners' overlying rights across its entire service area held inconsistent with the Amended Judgment).

³¹See April 2026 Draft Rules & Regulations, § 7.5, p. 29 (Transfer of Water Between Appropriators).

³²April 2026 Draft Rules & Regulations, § 7.6, p. 30 (final paragraph) ("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 Parties pursuant to the Judgment.").

³³Watermaster Resolution No. 2019-02 amending Section 7 of the Rules and Regulations to remove provisions "not consistent with the Judgment," as explained on the record by Watermaster legal counsel Mr. Thierry Montoya at the June 25, 2019 Watermaster meeting.

³⁴August 31, 2021 Order, *supra*; see also Beaumont Basin Watermaster Special Meeting Packet (Mar. 10, 2022), *supra* (staff summary of the August 31, 2021 Order).

³⁵Beaumont Basin Watermaster, Regular Meeting (Feb. 4, 2026), comments of Watermaster legal counsel (Mr. Montoya), *supra*.



cannot be adopted in their present form without first being submitted to the Riverside Superior Court pursuant to its continuing jurisdiction under § IV of the Judgment.³⁶

C. Converting unused Overlying Water Right into a new appropriator-held classification could constitute a taking.

Overlying water rights are property rights under California law. They are protected by the takings clauses of both the federal and California constitutions.³⁷ California courts have long recognized overlying rights as property rights appurtenant to the overlying land.³⁸ Once recognized in the Exhibit "B" allocation, an Overlying Party's water right cannot be reduced, reallocated, or reclassified by administrative rule without compensation or, at minimum, the procedural protections the Judgment itself provides through the Court's continuing jurisdiction.³⁹

Proposed § 1.2(d) is not a neutral definitional housekeeping measure. As applied through proposed §§ 4.2, 4.2.3, 7.5, and 7.6, it operates to: (i) reclassify a quantum of water that began life as Overlying Water Right into a stand-alone "Overlying-Appropriative" category held by the Appropriator; (ii) deposit that water into the Appropriator's Storage Account on a volumetric, non-parcel-tracing basis; and (iii) render that water freely transferable among Appropriators — without the consent of, compensation to, or any continuing benefit running to, the originating Overlying Party. The combined effect is to permanently divert the economic and use-value of a portion of each Exhibit "B" right into the appropriator pool. That is a transfer of a property interest from one class of parties to another by administrative fiat.⁴⁰ The Tribe raises this not to threaten litigation, but to underscore the constitutional gravity of what proposed § 1.2(d) would do. A definitional change of this magnitude — one that converts overlying property into appropriator inventory — must, at a minimum, be presented to the Court under its continuing jurisdiction.⁴¹

³⁶Judgment, § IV, pp. 12-13 (Continuing Jurisdiction reserved to the Court "to make such further or supplemental order or directions as may be necessary . . . for interpretation, or enforcement or carrying out of this Judgment, and to modify, amend or amplify any of the provisions of this Judgment"); *id.*, § VI.5.A, p. 17, lines 16-20 (Watermaster's rulemaking subject to "the continuing supervision and control of the Court").

³⁷U.S. Const. amend. V ("nor shall private property be taken for public use, without just compensation"), made applicable to the States through the Fourteenth Amendment; Cal. Const. art. I, § 19(a) ("Private property may be taken or damaged for a public use and only when just compensation . . . has first been paid to . . . the owner.").

³⁸*City of Barstow v. Mojave Water Agency* (2000) 23 Cal.4th 1224, 1240-1241 (overlying right is a property right; characterizing overlying rights as akin to riparian rights, both "based on ownership of land"); *Antelope Valley Groundwater Cases* (2020) 59 Cal.App.5th 241, 256-262 (affirming the property character of overlying rights subject to adjudication).

³⁹Judgment, § IV, pp. 12-13 (Continuing Jurisdiction reserved to the Court "to make such further or supplemental order or directions as may be necessary . . . for interpretation, or enforcement or carrying out of this Judgment, and to modify, amend or amplify any of the provisions of this Judgment"); *id.*, § VI.5.A, p. 17, lines 16-20 (Watermaster's rulemaking subject to "the continuing supervision and control of the Court").

⁴⁰See *Penn Central Transp. Co. v. New York City* (1978) 438 U.S. 104, 124-128 (regulatory takings analysis); *Lucas v. South Carolina Coastal Council* (1992) 505 U.S. 1003, 1015-1019 (per se takings where regulation deprives owner of all economically beneficial use); *Allegretti & Co. v. County of Imperial* (2006) 138 Cal.App.4th 1261, 1276-1284 (analyzing regulatory takings claim in the groundwater context); *City of Barstow*, 23 Cal.4th *supra* at 1240-1244 (rejecting equitable apportionment that disregards established overlying property rights).

⁴¹See Judgment, § IV, pp. 12-13, *supra*; *id.*, § VI.5.A, p. 17, lines 16-20, *supra* (Watermaster rulemaking subject to the Court's continuing supervision and control).



V. OVERLYING PARTIES SHOULD BE AFFORDED THE SAME OPPORTUNITY TO TRANSFER UNUSED WATER TO OTHER PARTIES IN THE BASIN (NOT FOR EXPORT)

A. The current asymmetry is a regulatory choice, not a command of the Judgment.

The Watermaster has constructed an intra-Basin water market that operates entirely among Appropriators. Appropriators may transfer Storage Account balances among themselves at will under proposed Rule 7.5⁴²; Appropriators receive an automatic allocation of unused overlying water under proposed Rule 7.6⁴³; and Appropriators' aggregate Storage Account balances are computed without any parcel-level tracing.⁴⁴ Overlying Parties have no equivalent mechanism. They cannot transfer their unused Exhibit "B" water to (i) another Overlying Party in the Basin, or (ii) an Appropriator of their own choosing on voluntarily negotiated terms. The Tribe submits that this asymmetry is not compelled by the Judgment; it is a product of regulatory drafting choices that can — and should — be revised.

B. The Tribe proposes a parallel transfer mechanism, limited to in-Basin transfers.

The Tribe is not asking for the right to export overlying water out of the Basin. To the contrary — the Tribe proposes a mechanism that mirrors Rule 7.5 in structure but is confined to transfers *within the Beaumont Basin*: from one Overlying Party to another Overlying Party, or from an Overlying Party to an Appropriator of the Overlying Party's choosing, on voluntarily negotiated terms, with the Watermaster maintaining accounting and reporting in the Annual Report. The Watermaster already has the administrative infrastructure to support this: Forms 5 and 8 demonstrate the capacity to process, account for, and report water transfers of multiple types.⁴⁵

A new Watermaster Form — call it Form 9 — could readily document Overlying-to-Overlying and Overlying-to-Appropriator transfers (in-Basin only), preserve the parcel-tied character of the underlying right by including originating-parcel identification, and integrate seamlessly into the Annual Report accounting that already exists for Forms 5 and 8.

C. The Watermaster's own counsel has identified the proper procedural path.

At the Watermaster's February 4, 2026 regular meeting, the Watermaster's legal counsel advised that any rule inconsistent with the Amended Judgment requires the filing of a proposed further amended judgment with the Riverside Superior Court, court approval, and an order to show cause.⁴⁶ The Tribe respectfully agrees. Both the existing Storage Account framework and the April 2026 proposed amendments — to the extent they expand appropriator access to unused overlying water and create the "Overlying-Appropriative Water Right" classification — are

⁴²April 2026 Draft Rules & Regulations, § 7.5, p. 29.

⁴³April 2026 Draft Rules & Regulations, § 7.6, p. 30.

⁴⁴April 2026 Draft Rules & Regulations, § 1.2(i), p. 2, and § 4.2.3, p. 20.

⁴⁵April 2026 Draft Rules & Regulations, §§ 7.2-7.5, pp. 28-29 (Watermaster Forms 5 and 8).

⁴⁶Beaumont Basin Watermaster, Regular Meeting (Feb. 4, 2026), comments of Watermaster legal counsel (Mr. Montoya) (noting that any rule inconsistent with the Amended Judgment requires the filing of a proposed further amended judgment with the Riverside Superior Court, court approval, and an order to show cause).



inconsistent with the Judgment and require court approval before adoption.⁴⁷ The Tribe is prepared to support, and to participate constructively in, that procedure.

D. If court approval is required to formalize a parallel Overlier transfer mechanism, it should be sought for parity within the Judgment, not as a basis for denial.

The Tribe anticipates that the Watermaster may respond by observing that creating a new Overlier in-Basin transfer mechanism — like the appropriator-to-appropriator mechanism in proposed Rule 7.5 — is not expressly authorized by the Amended Judgment, and therefore requires court approval under § IV. The Tribe agrees.⁴⁸ That, however, is not a reason to decline the request; it is the proper procedural path for granting it.

The Tribe's position throughout this letter is that the Watermaster's rulemaking authority under § VI.5.A is subject to the continuing supervision and control of the Riverside Superior Court, and that any rule inconsistent with — or unauthorized by — the Amended Judgment must be submitted to the Court for approval through a proposed further amended judgment, with notice and an order to show cause, exactly as Watermaster legal counsel advised on the record at the February 4, 2026 regular meeting.⁴⁹ The Tribe applies that principle consistently. To the extent the Watermaster takes the position that an Overlier-to-Overlier or Overlier-to-Appropriator in-Basin transfer mechanism requires court approval, the Tribe respectfully requests that any further amended judgment submitted to the Court in connection with the April 2026 proposed amendments include, alongside any conforming revisions to the Storage Account framework, proposed § 1.2(d), and Rule 7.6, an Overlier in-Basin transfer mechanism substantially parallel to § 7.5 (in-Basin only; not for export).⁵⁰

This approach is consistent with both the Judgment and California water law. Overlying rights are property rights, and the California Supreme Court has recognized that overlying rights in adjudicated basins are transferable as property.⁵¹ The Watermaster's own institutional history is to the same effect: in a July 2, 2007 opinion letter from then-Watermaster general counsel, the Watermaster recognized that an Overlying Party "has the legal authority to sell its surplus water" and pointed to the "Adjustments of Rights" section of the Rules and Regulations as the operative mechanism — confirming that intra-Basin overlier transfers are not foreign to the framework,

⁴⁷Judgment, § IV, pp. 12-13 (Continuing Jurisdiction reserved to the Court "to make such further or supplemental order or directions as may be necessary . . . for interpretation, or enforcement or carrying out of this Judgment, and to modify, amend or amplify any of the provisions of this Judgment"); *id.*, § VI.5.A, p. 17, lines 16-20 (Watermaster's rulemaking subject to "the continuing supervision and control of the Court").

⁴⁸Judgment, § IV, pp. 12-13 (Continuing Jurisdiction reserved to the Court "to make such further or supplemental order or directions as may be necessary . . . for interpretation, or enforcement or carrying out of this Judgment, and to modify, amend or amplify any of the provisions of this Judgment"); *id.*, § VI.5.A, p. 17, lines 16-20 (Watermaster's rulemaking subject to "the continuing supervision and control of the Court").

⁴⁹Beaumont Basin Watermaster, Regular Meeting (Feb. 4, 2026), comments of Watermaster legal counsel (Mr. Montoya) (noting that any rule inconsistent with the Amended Judgment requires the filing of a proposed further amended judgment with the Riverside Superior Court, court approval, and an order to show cause).

⁵⁰See April 2026 Draft Rules & Regulations, § 7.5, p. 29 (Transfer of Water Between Appropriators, using Watermaster Form 8).

⁵¹*City of Barstow v. Mojave Water Agency* (2000) 23 Cal.4th 1224, 1240-1241 (overlying right is a property right subject to transferability in adjudicated basins); *Antelope Valley Groundwater Cases* (2020) 59 Cal.App.5th 241, 256-262 (affirming the property character of overlying rights subject to adjudication).



but rather have been part of the Watermaster's own administrative practice.⁵² What the Tribe seeks now is to place that practice on a sound footing under the Court's continuing jurisdiction, with a properly noticed transfer instrument (Watermaster Form 9), originating-parcel identification, and Annual Report accounting parallel to that already in place for Forms 5 and 8.

The Tribe does not seek to circumvent the Court's continuing jurisdiction over this adjudication. It seeks parity within it.⁵³

VI. RECYCLED WATER AND PURPLE-PIPE SERVICE: A CONSTRUCTIVE PATH FORWARD

Consistent with the cooperative tone of this letter, the Tribe wishes to highlight a concrete proposal that advances the Basin's recycled-water objectives, the Watermaster's management goals, and the Tribe's interest in equitable use of its overlying rights — and that is fully consistent with § III.3.E of the Judgment.⁵⁴

The Tribe operates the Tukwet Canyon Golf Club, which is presently irrigated with a combination of groundwater and other sources. The Tribe is interested in actively supporting regional recycled-water initiatives and would welcome the opportunity to participate in a purple-pipe program serving the golf course's irrigation needs, subject to discussions on various issues to address for such a project. Notably, the City of Beaumont has upgraded its Wastewater Treatment Plant to include advanced treatment, a recycled-water pump station, and recycled-water storage specifically designed to deliver recycled water for golf-course irrigation at an initial phase of 1.5 MGD with peak supply capacity of 5.0 MGD.⁵⁵ The Beaumont-Cherry Valley Water District has, in parallel, developed a Non-Potable Water Master Plan identifying immediate priorities including a recycled-water purchase agreement with the City of Beaumont, booster pump stations and pressure regulating facilities, and Title 22 permitting. This infrastructure investment aligns well with the Tribe's interest in transitioning the Tukwet Canyon

⁵²Watermaster's Public Records Act response with Watermaster general legal counsel correspondence/memorandum dated July 2, 2007, advising South Mesa Water Company that "the Company has the legal authority to sell its surplus water" and that the "Adjustments of Rights" section of the Watermaster's Rules and Regulations "specifically authorizes the parties to the Judgment to transfer water that is surplus to their needs," with the transferor authorized to "establish the price therefor, either unilaterally or by negotiation".

⁵³Judgment, § IV, pp. 12-13, supra (Continuing Jurisdiction).

⁵⁴Judgment, § III.3.E, p. 8, lines 23-28 through p. 9, lines 1-12 ("In the event an Overlying Party receives Recycled Water from an Appropriator Party to serve an overlying use served with groundwater, the Overlying Water Right of the Overlying Party shall not be diminished by the receipt and use of such Recycled Water. . . . 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 . . . does not satisfy the requirements of [Water Code] Sections 13550 and 13551 and the Overlying Party ceases taking delivery of such Recycled Water.").

⁵⁵City of Beaumont, Wastewater Treatment Plant upgrades (including advanced treatment, recycled water pump station, and recycled water storage designed for golf course irrigation, with initial phase supply of 1.5 MGD and peak supply capacity of 5.0 MGD); Beaumont-Cherry Valley Water District, Non-Potable Water Master Plan (identifying immediate priorities including a recycled water purchase agreement with the City of Beaumont, booster pump stations and pressure regulating facilities, and Title 22 permitting for recycled water distribution).



Golf Club's irrigation from groundwater toward recycled water; the golf course would be a natural anchor customer.

Critically, this approach does not require the Tribe to forfeit any portion of its Overlying Water Rights. Section III.3.E of the Judgment provides that "[i]n the event an Overlying Party receives Recycled Water from an Appropriator Party to serve an overlying use served with groundwater, the Overlying Water Right of the Overlying Party *shall not* be diminished by the receipt and use of such Recycled Water." The Judgment then confers on the serving Appropriator the right to use that portion of the Overlying Water Right offset by the recycled-water service — but only so long as the recycled water continues to satisfy Water Code §§ 13550 and 13551 and the Overlying Party continues to take delivery.⁵⁶

This approach advances multiple regional water-management goals simultaneously: it provides a reliable anchor customer for the recycled-water infrastructure already constructed at public expense; it reduces demand on groundwater by substituting recycled water for irrigation; and it makes additional water available for other beneficial uses in the Basin while preserving the Tribe's parcel-tied overlying rights. The Tribe invites the opportunity to meet with the Watermaster, BCVWD, and the City of Beaumont on a path forward.

VII. REQUESTED ACTIONS

In the spirit of resolving these matters administratively wherever possible, the Tribe respectfully requests that the Watermaster:

1. Defer adoption of the April 2026 proposed amendments to the Rules and Regulations pending the procedure identified by the Watermaster's own legal counsel at the February 4, 2026 regular meeting — namely, the filing of a proposed further amended judgment with the Riverside Superior Court, court approval, and an order to show cause.⁵⁷
2. Remove or substantially revise proposed § 1.2(d) so that the Rules and Regulations do not purport to create a stand-alone "Overlying-Appropriative Water Right" category not authorized by the Judgment or California water law.⁵⁸
3. Conform the Storage Account framework in proposed §§ 1.2(i), 4.2, and 4.2.3 to the Judgment's limitation that only Supplemental Water deposited pursuant to a Groundwater Storage Agreement may be stored within the Basin, and require parcel-specific accounting for any water claimed by an Appropriator as attributable to an Overlying Party's foregone production under § III.3.B.⁵⁹
4. Initiate rulemaking to create an Overlying-Party transfer mechanism (a new Watermaster Form, e.g., Form 9) substantially parallel to proposed Rule 7.5 — but limited to transfers within the Basin (not for export) — permitting Overlying Parties to transfer unused

⁵⁶Judgment, § III.3.E, p. 8, lines 23-28 through p. 9, lines 1-12.

⁵⁷See Watermaster Reg. Meeting (Feb. 4, 2026) (counsel's advice); Judgment, § IV, pp. 12-13 (Continuing Jurisdiction).

⁵⁸April 2026 Draft Rules & Regulations, § 1.2(d), p. 1.

⁵⁹Judgment, Part II.2, p. 6, lines 10-20; § I.3.Z, p. 5, lines 25-27; § III.3.B, p. 6, lines 18-27.



overlying water to another Overlying Party or to an Appropriator of the Overlying Party's choosing, on voluntarily negotiated terms, with corresponding Annual Report accounting.

5. Require Appropriator demonstration of parcel-specific use for any water claimed under Rule 7.6 or credited to a Storage Account as originating in foregone overlying production, consistent with Judge Asberry's 2021 Order and the Judgment's § III.3.B earmarking requirement.⁶⁰
6. Commission an independent audit — As informed by the 2025 Public Records Act productions already obtained, determine whether and to what extent water credited to any Appropriator's Storage Account under Rule 7.6 has been used to serve parcels other than those from which the underlying overlying right originated.⁶¹
7. Engage with the Tribe to work toward a comprehensive transfer program, as well as to the extent appropriate for the Watermaster, on the recycled-water/purple-pipe proposal described in Section VI above, and identify the appropriate procedural framework — including any Form, Groundwater Storage Agreement, or judicial approval — necessary to implement it in a manner consistent with § III.3.E of the Judgment.⁶²

VIII. RESERVATION OF RIGHTS AND REQUEST FOR RESPONSE

The Tribe submits these comments in good faith and in the hope that the issues identified can be resolved through dialogue with the Watermaster and its counsel. Nothing in this letter is or shall be construed as a waiver of any right, claim, or defense of the Morongo Band of Mission Indians with respect to its Overlying Water Rights in the Beaumont Basin, including the Tribe's right to seek judicial relief under the Court's continuing jurisdiction⁶³ should the Watermaster proceed to adopt rules that, in the Tribe's view, are inconsistent with the Amended Judgment or with the August 31, 2021 Order of the Honorable Irma Poole Asberry.⁶⁴

The Tribe is prepared to meet and confer with the Watermaster and its counsel — and with such of the Appropriator Parties as may wish to participate — regarding the issues raised in this letter, and to do so promptly. The Tribe respectfully requests the Watermaster's substantive written response no later than thirty (30) days from the date of this letter, and asks that the Watermaster refrain from adopting the proposed April 2026 amendments during that period so that the parties may seek a constructive resolution.

Thank you for your anticipated attention to these matters and for what we hope leads to

[PROCEED TO NEXT PAGE]

⁶⁰August 31, 2021 Order (parcel-tied use requirement); Judgment, § III.3.B, p. 6, lines 18-27 (earmarking).

⁶¹2025 Public Records Act responses, on file with undersigned counsel.

⁶²Judgment, § III.3.E, p. 8, lines 23-28 through p. 9, lines 1-12 (Recycled Water provisions).

⁶³Judgment, § IV, pp. 12-13 (Continuing Jurisdiction).

⁶⁴August 31, 2021 Order, *supra*.



cooperative dialogue with the Tribe.

Very truly yours,

Wesley A. Miliband
Legal Counsel for the
Morongo Band of Mission Indians

cc:

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MBMI Legal Department (Legal)

**BEAUMONT BASIN WATERMASTER
MEMORANDUM NO. 26-21**

Date: June 3, 2026
From: Thomas Harder, Thomas Harder & Co.
Subject: Update on Basin Loss Analysis
Recommendation: For Information Only

Summary

At the June 2026 Committee meeting, Thomas Harder & Co. (TH&Co) will present an update on the Beaumont Basin Loss Analysis being conducted pursuant to the approved Scope of Work from the December 4, 2024 committee meeting and the approved contract amendment from the February 4, 2026 committee meeting. TH&Co will provide an update on our work to revise the forecast-period groundwater production inputs using revised stakeholder pumping data.

Background

In December 2024, Beaumont Basin Watermaster approved a Scope of Work for an analysis of potential basin losses using the calibrated groundwater flow model. As described in the approved scope, forecast simulations were intended to vary only imported water recharge, with changes limited to the recharge in the model. During implementation of the forecast scenarios, TH&Co identified that forecasted groundwater production for some stakeholders appeared to be overestimated and outdated. To complete the basin loss analysis in a manner consistent with more recent forecasts of basin conditions, the forecast-period groundwater production has been updated in the model and reanalyzed.

TH&Co will present forecasts of potential changes to both Appropriator storage accounts and physical change in storage in the Basin based on the reanalysis. TH&Co will also discuss the preliminary findings of the analysis for consideration and discussion by the Committee.

Fiscal Impact

None.

Beaumont Basin Watermaster

Update on Analysis to Account for Losses in the Basin

June 3, 2026

Thomas Harder & Co.
Groundwater Consulting

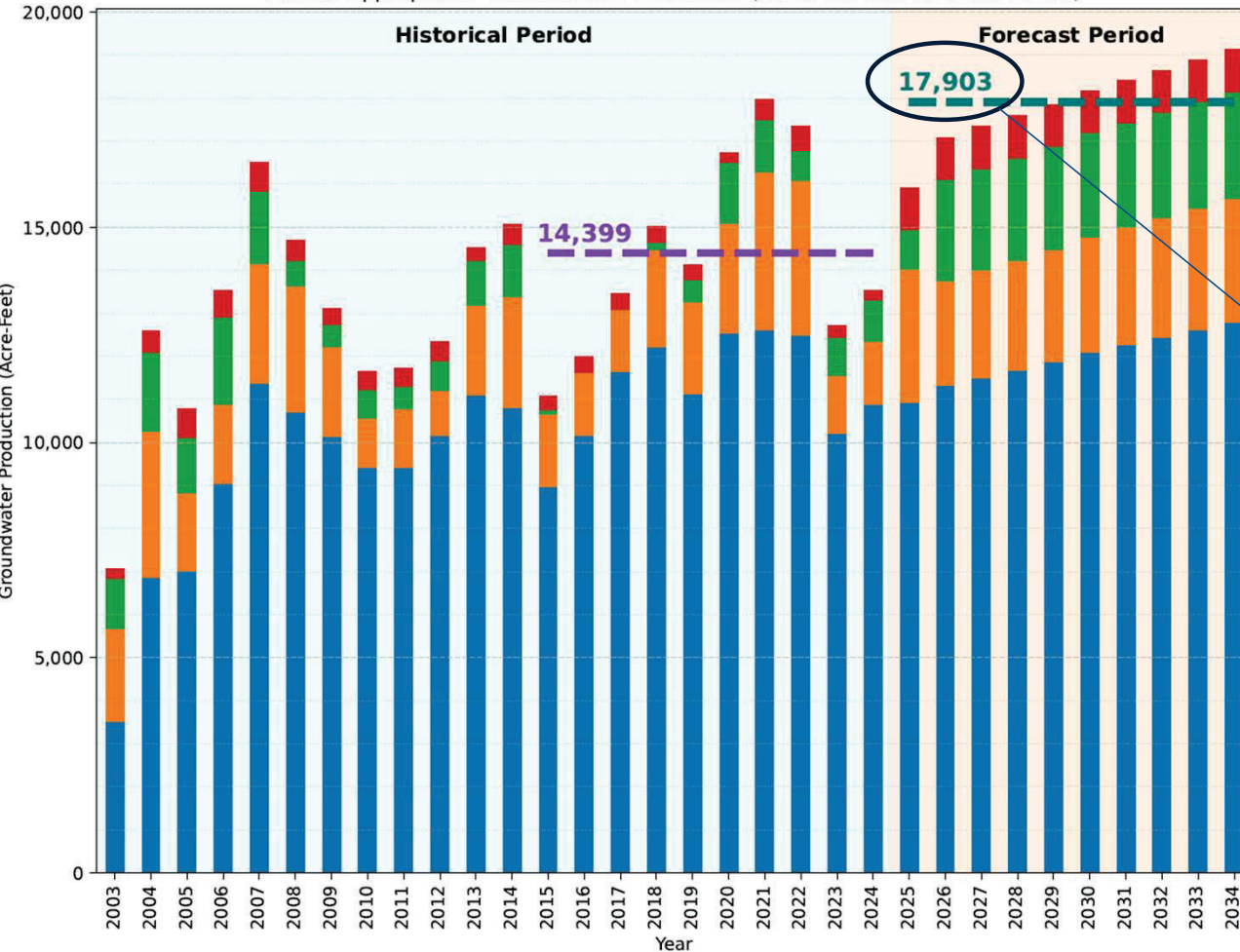


Analysis of Basin Losses – Scope of Work

1. Quantify Subsurface Outflow Under Various Historical Periods (With/Without Managed Recharge)
2. Coordinate with SGPWA Imported Water Forecasts for Analysis of Potential Storage Losses
3. Set Up Model Input Files (Pre-Processing)
4. Analysis of Potential Losses
5. Reporting

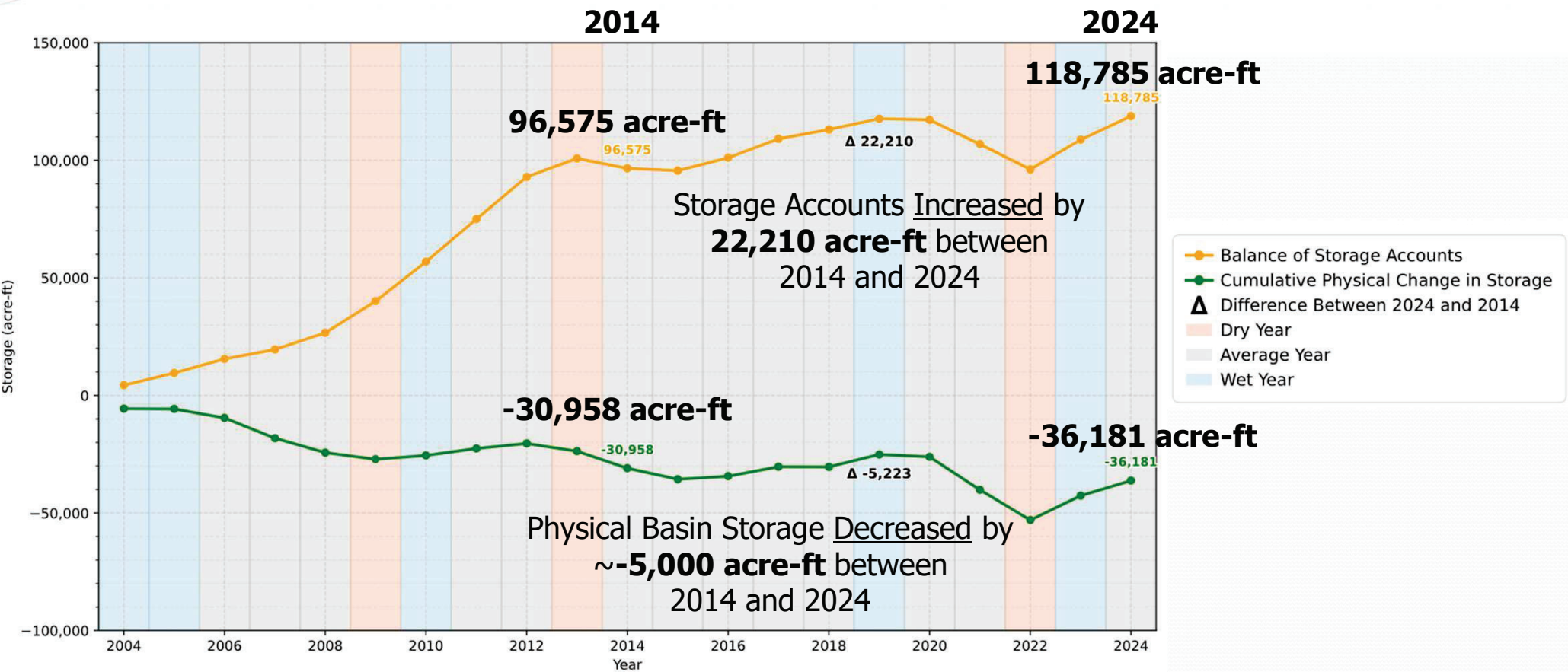
Groundwater Production for the Forecast Has Been Reduced Relative to the Analysis from December 2025

Annual Appropriator Groundwater Production (Historical and Forecast Period)

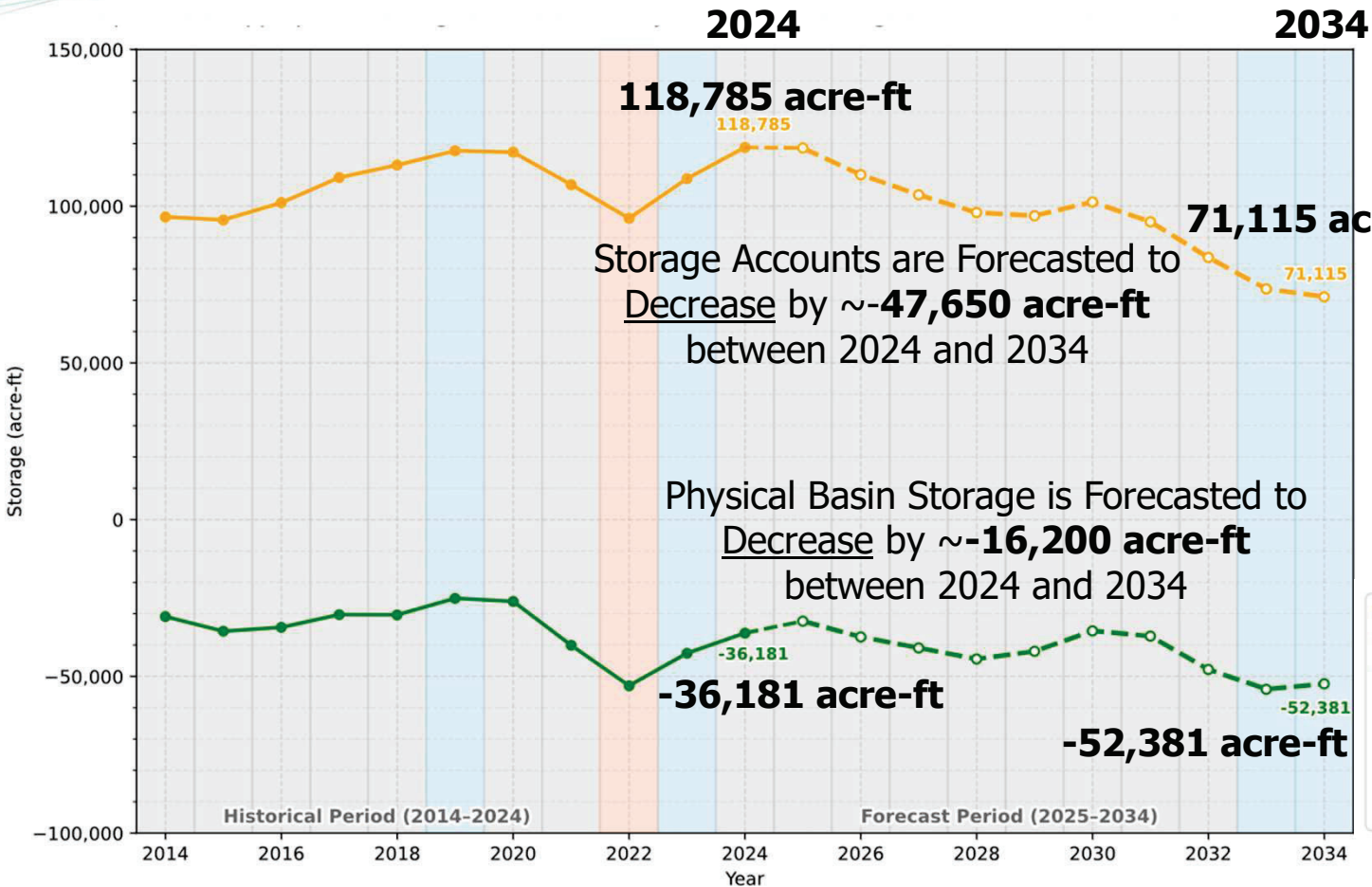


Average Groundwater Production for the Prior Analysis was 21,563 acre-ft/yr

Between 2014 and 2024 Storage Accounts Have Increased While Physical Storage in the Basin Has Decreased

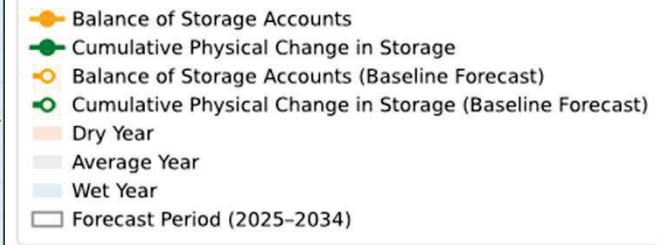


In a Baseline Forecast Storage Accounts are Predicted to Decrease Faster than the Physical Change in Storage

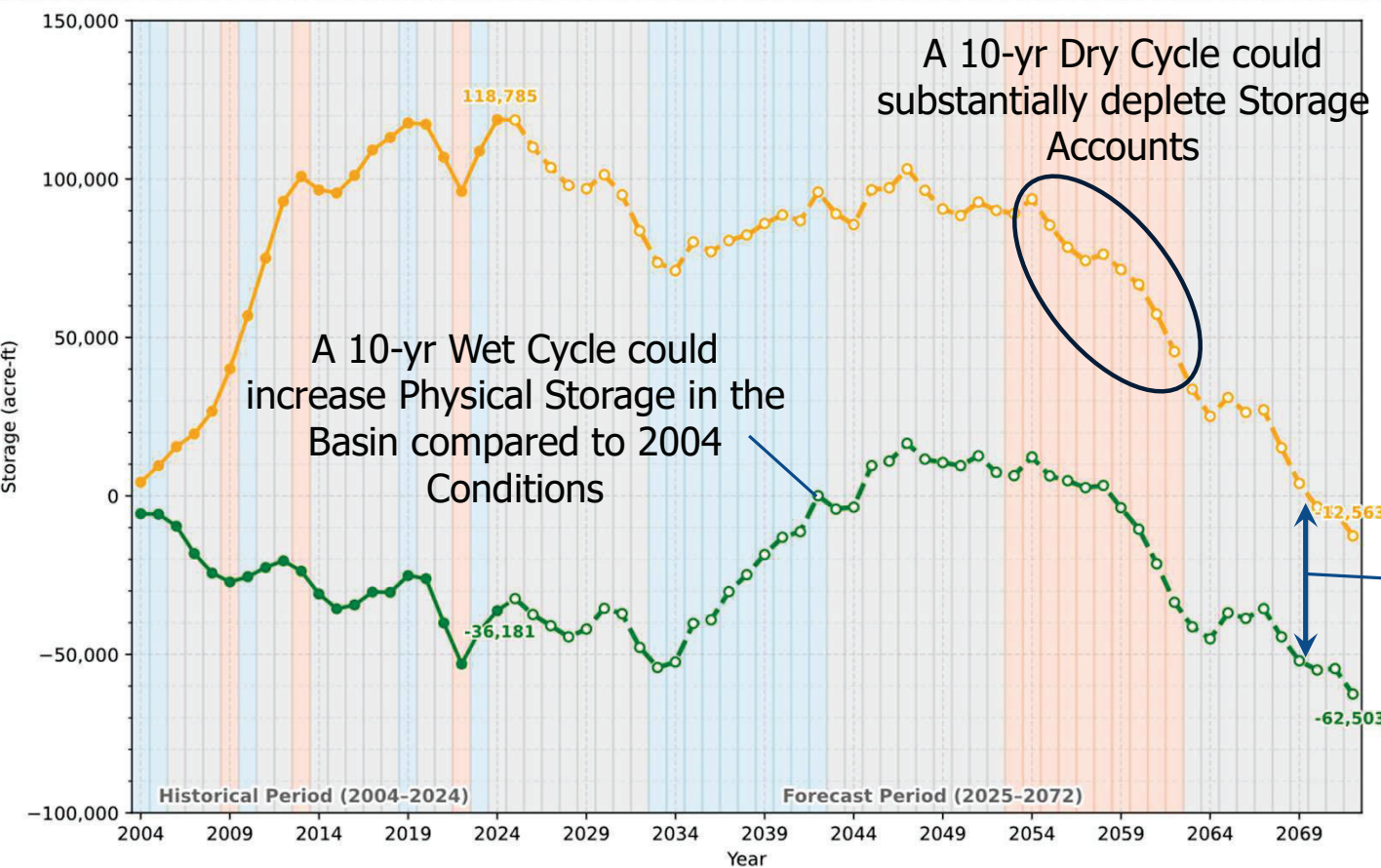


Storage Account Assumptions

- **Appropriative Production Right averaged from 2020-2024**
- **Withdrawals From Storage averaged from 2020-2024**
- **All SGPWA Imported Water is Credited to Storage Accounts**



The Analysis Suggests that the Maximum Decline in Physical Storage During a 50-Year Forecast is not Predicted to Exceed the 160,000 Acre-Ft Temporary Surplus Provided for in the Judgment



- Balance of Storage Accounts
- Cumulative Physical Change in Storage
- Balance of Storage Accounts (Baseline Forecast)
- Cumulative Physical Change in Storage (Baseline Forecast)
- Dry Year
- Average Year
- Wet Year
- Forecast Period (2025-2072)

NOTE: These Simulated Findings Assume Groundwater Production Demand will Increase Consistently through 2070

The Cumulative Change in Storage at the Time Storage Accounts are Depleted is Approximately -50,000 acre-ft

Preliminary Findings to Date

- Cumulative Change in Physical Storage during the Historical Period after Temporary Surplus expired (2014 - 2024) has Declined approximately 5,000 acre-ft
- During the Forecast Period from 2024 to 2034, Cumulative Change in Physical Storage is Estimated to be approximately 16,000 acre-ft
- During Periods when Appropriators are Withdrawing from Storage Accounts, the Rate of Decrease in Storage Accounts is Higher than the Rate of Decrease in Physical Storage

Preliminary Findings to Date (Continued)

- Future Prolonged Wet Periods could Replenish the Physical Storage to 2004 Conditions or Increase Water in Storage
- Future Prolonged Dry Periods could Significantly Deplete Storage Accounts although the Corresponding Cumulative Depletion of Physical Storage is not Predicted to drop below approximately -50,000 acre-ft

**BEAUMONT BASIN WATERMASTER
MEMORANDUM NO. 26-22**

Date: June 3, 2026

From: Dan Jagers, BBWM Secretary

Subject: Resolution 2026-__ Adoption of a Conflict of Interest Code Pursuant to the Political Reform Act

Recommendation: Adopt Resolution 2026-__ Adopting a Conflict of Interest Code for the Beaumont Basin Watermaster and direct the Recording Secretary to submit the Code to the Fair Political Practices Commission for review and approval.

Summary

The proposed Conflict of Interest Code has been prepared in a format consistent with the Fair Political Practices Commission (FPPC) requirements and common practice for multi-agency bodies and watermasters. The Code:

- Is adopted pursuant to the Political Reform Act and applicable FPPC regulations;
- Designates BBWM Committee members, alternates, and certain consultants as filers;
- Establishes disclosure categories tailored to BBWM’s basin-wide groundwater management authority;
- Designates the BBWM Recording Secretary as the Filing Officer; and
- Requires filing of Statements of Economic Interests in accordance with state law.

Adoption of the Code is a ministerial compliance action and does not alter Basin rights, governance structure, or decision-making authority. Following adoption by the Committee, the Code must be submitted to the Riverside County Clerk of the Board for review and approval before becoming operative.

Background

The Political Reform Act of 1974 (Government Code section 81000 et seq.) requires every local governmental agency to adopt a Conflict of Interest Code identifying positions that must file Statements of Economic Interests (Form 700) and specifying the scope of financial disclosure required for those positions (Government Code section 87300).

The Beaumont Basin Watermaster (“BBWM”) is a multi-agency body established pursuant to a court judgment and exercises decision-making authority related to groundwater management, water rights accounting, consultant contracts, and adoption of Rules and Regulations. These actions may foreseeably affect financial interests within the Beaumont Basin.

Although all BBWM Committee members and adjacent staff have consistently filed the required Form 700 over the past 10+ years, a review of BBWM governance documents and meeting records indicates that BBWM has not previously adopted a standalone Conflict of Interest Code specific to the Watermaster. Given the requirements of AB 1170, this is a recommended action.

Fiscal Impact

There is no fiscal impact associated with adoption of the Conflict of Interest Code. Administrative duties related to Form 700 filings can continue to be accommodated within existing staff resources.

Attachments

1. Proposed Resolution 2026- ____ Adopting a Conflict of Interest Code
2. Conflict of Interest Code (Exhibit A)

RESOLUTION 2026-__

**A RESOLUTION OF THE BEAUMONT BASIN WATERMASTER
ADOPTING A CONFLICT OF INTEREST CODE PURSUANT TO THE
POLITICAL REFORM ACT OF 1974**

WHEREAS, the Beaumont Basin Watermaster (“BBWM”) is a multi-agency body established pursuant to a stipulated judgment of the Superior Court of the State of California and exercises decision-making authority affecting groundwater management, water rights, and related financial interests within the Beaumont Basin; and

WHEREAS, the Political Reform Act of 1974 (California Government Code section 81000 et seq.) requires every local governmental agency to adopt a Conflict of Interest Code designating positions required to file Statements of Economic Interests and specifying the disclosure required for each position (Government Code section 87300); and

WHEREAS, the BBWM Committee members, alternates, and certain consultants participate in making or influencing governmental decisions that may foreseeably affect financial interests; and

WHEREAS, adoption of a Conflict of Interest Code will promote transparency, compliance with state law, and public confidence in the integrity of the Watermaster’s decision-making processes; and

WHEREAS, the BBWM Committee desires to adopt a Conflict of Interest Code consistent with the Political Reform Act and applicable Fair Political Practices Commission regulations and to submit the Code to the appropriate code reviewing body for approval;

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE BEAUMONT BASIN WATERMASTER that:

1. **Adoption of Conflict of Interest Code:** The Beaumont Basin Watermaster Committee hereby adopts the Conflict of Interest Code attached hereto as **Exhibit A** and incorporated herein by this reference.
2. **Designation of Filing Officer:** The Recording Secretary of the Beaumont Basin Watermaster is hereby designated as the Filing Officer for purposes of administering the Conflict of Interest Code and receiving Statements of Economic Interests (Form 700) filed pursuant to the Code.
3. **Submission to Code Reviewing Body:** The Recording Secretary is directed to submit the adopted Conflict of Interest Code, together with all required documentation, to the code reviewing body, for review and approval in accordance with Government Code section 87303.
4. **Effective Date:** This Resolution shall take effect immediately upon adoption; provided, however, that the Conflict of Interest Code shall become operative upon approval by the code reviewing body.

PASSED AND ADOPTED this ___ day of _____, 2026 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

BEAUMONT BASIN WATERMASTER

BY: _____

ART VELA, CHAIR
BEAUMONT BASIN WATERMASTER

APPROVED AS TO FORM:

BY: _____

THIERRY MONTOYA, LEGAL COUNSEL
BEAUMONT BASIN WATERMASTER

DRAFT UNTIL APPROVED

BEAUMONT BASIN WATERMASTER COMMITTEE
CONFLICT OF INTEREST CODE

This Conflict-of-Interest Code (“Code”) is adopted pursuant to the Political Reform Act of 1974 (California Government Code section 81000 et seq.). This Code incorporates by reference the provisions of the Fair Political Practices Commission regulation 2 California Code of Regulations section 18730, which contains the terms of a standard conflict of interest code. Any amendments to section 18730 duly adopted by the Fair Political Practices Commission are hereby incorporated by reference.

This Code and the attached Appendices designating positions and establishing disclosure categories constitute the conflict-of-interest code of the Beaumont Basin Watermaster (“BBWM”). This Code shall be interpreted in a manner consistent with the Political Reform Act and applicable Fair Political Practices Commission regulations. In the event of a conflict, the Act and regulations shall control.

Filing of Statements of Economic Interests

Individuals holding designated positions shall file Statements of Economic Interests (Form 700) in accordance with Government Code section 87500 and the deadlines applicable to their positions. Unless otherwise required by law, designated filers shall file their Form 700 with the BBWM Recording Secretary, who is the filing officer for BBWM. The filing officer may implement an electronic filing system consistent with applicable law.

The Recording Secretary shall retain each original Form 700 filed by BBWM Committee Members and Alternates for a minimum of two years, and shall retain in electronic form, provided the records are complete, secure, reproducible, and publicly accessible, for a minimum of seven years. All statements shall be retained by BBWM and made available for public inspection in accordance with Government Code section 81008. The Recording Secretary shall provide copies of the Forms 700 to the Riverside County Clerk of the Board, as the code reviewing body, upon request.

Filers are responsible for ensuring that their disclosures satisfy the requirements of each agency for which they are required to file.

**BEAUMONT BASIN WATERMASTER COMMITTEE
CONFLICT OF INTEREST CODE**

APPENDIX A: DESIGNATED POSITIONS

Designated Position	Disclosure Category
BBWM Committee Members and Alternates	1
BBWM assigned staff (including Recording Secretary) who participate in making or influencing governmental decisions	1
Consultants (as defined in 2 Cal. Code Regs. § 18730) who participate in making or influencing governmental decisions, including Legal Counsel, engineering/hydrogeology consultants, and administrative consultants	2

APPENDIX B: DISCLOSURE CATEGORIES

Designated positions shall disclose financial interests in accordance with the assigned disclosure category.

Category 1: All investments, business positions, and sources of income (including loans, gifts, and travel payments) from sources that (a) are of the type that may foreseeably be affected by BBWM’s decisions concerning groundwater management, water rights, water supply, groundwater recharge, extraction, monitoring, or related basin management actions, or (b) provide services, supplies, materials, machinery, or equipment of the type utilized by BBWM. Category 1 also includes interests in real property located within the jurisdiction of BBWM, or within two miles of the boundaries of the jurisdiction.

Category 2: All investments, business positions, and sources of income (including loans, gifts, and travel payments) from sources that provide services, supplies, materials, machinery, or equipment of the type utilized by BBWM, including but not limited to engineering, hydrogeologic and environmental consulting, legal services, administrative services, mapping and geospatial services, and data management services. Category 2 also includes interests in real property located within the jurisdiction of BBWM, or within two miles of the boundaries of the jurisdiction, to the extent the consultant’s work relates to BBWM decisions affecting such property.

For purposes of these categories, BBWM’s “jurisdiction” means the Beaumont Basin as defined in the judgment establishing BBWM, and any facilities or properties owned, leased, or used by BBWM for basin management purposes.

**BEAUMONT BASIN WATERMASTER
MEMORANDUM NO. 26-23**

Date: June 3, 2026

From: Steven Stuart, Dudek

Subject: Establishment and Assignment of ad hoc Committee to Develop a Procurement Policy

Recommendation: Re-Form an Ad Hoc Committee to Develop a Procurement Policy

Summary

The Beaumont Basin Watermaster formed an Ad Hoc committee in 2021 to develop a procurement policy detailing the procedures for the Watermaster to purchase the services of professionals and suppliers to facilitate the duties of the Watermaster. The ad hoc committee consisted of members Dan Jagers (BCVWD) and Jeff Hart (City of Beaumont). Jeff Hart is no longer a member of the Beaumont Basin Watermaster Committee.

To maintain compliance with the Brown Act, ad hoc committees may be established at the behest of the Watermaster Committee Chair, not by formal action. Ad hoc committees are temporary advisory committees composed of less than a quorum of the Committee, serving a single purpose, and dissolve at the end of the Chair’s term, or once its task is accomplished, whichever is sooner.

Recommendation is for the Watermaster Committee to present a motion at this meeting to form an ad hoc committee to develop a Procurement Policy for the Beaumont Basin Watermaster.