

## **RESOLUTION NO. 2019-02**

### **A RESOLUTION OF THE BEAUMONT BASIN WATERMASTER TO AMEND SECTION 7 OF THE RULES AND REGULATIONS OF THE WATERMASTER**

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

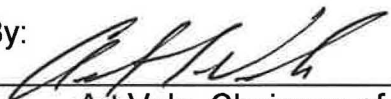
### **NOW, THEREFORE, BE IT RESOLVED BY THE BEAUMONT BASIN WATERMASTER AS FOLLOWS:**

1. The Beaumont Basin Watermaster hereby rescinds Section 7 of the Beaumont Basin Watermaster Rules and Regulations in its entirety and replaces Section 7 of the Beaumont Basin Watermaster Rules and Regulations as provided in Attachment A. .
2. The Beaumont Basin Watermaster hereby adopts Form 5 entitled, "Notice to Adjust Rights of an Overlying Party due to Proposed Provision of Water Service by an Appropriator", and Form 7 entitled, "Notice of Transfer of Appropriator Production Right or Operating Yield Between Appropriators" as provided in Attachment A.
3. The Secretary of the Watermaster is hereby authorized and directed to disseminate copies of this Resolution to all pumpers within the Beaumont Basin and other interested parties, and to incorporate such Amendment in the Rules and Regulations of the Watermaster and maintain same on its website for reference.

**PASSED AND ADOPTED** this 25<sup>th</sup> day of June 2019.

**BEAUMONT BASIN WATERMASTER**

By:



Art Vela, Chairman of the  
Beaumont Basin Watermaster

## **Attachment A**

## **SECTION 7**

### **ADJUSTMENTS OF RIGHTS**

- 7.0 In General.** Overlying Parties shall have the right to exercise their respective Overlying Water Rights except to the extent provided in Section III, Paragraph 3, entitled Adjustment of Rights, of the Judgment. (Judgment, p. 8, lines 12-14).
- (a) To the extent any Overlying Party requests, and uses its adjudicated water rights to obtain water service from an Appropriator Party, an equivalent volume of potable groundwater shall be earmarked by the Appropriator Party which will serve the Overlying Party, up to the volume of the Overlying Water Rights as reflected in Column 4 of Exhibit "B" of the Judgment, for the purpose of serving the Overlying Party. (Judgment, p. 8, lines 15-27).
  - (b) When an Overlying Party receives water service as provided for in paragraph 7(a), the Overlying Party shall forebear the use of that volume of the Overlying Water Right earmarked by the Appropriator Party. The Appropriator Party providing such service shall have the right to produce the volume of water foregone by the Overlying Party, in addition to other rights otherwise allocated to the Appropriator Party. (Judgment, p. 8, line 28 – p. 9, line 7).
  - (c) Should the volume of the Overlying Water Right equal or exceed the volume of potable groundwater earmarked as provided in paragraph 7(a), the Appropriator Party which will serve the Overlying Party shall:
    - (i) Impose potable water charges and assessments upon the Overlying Party and its successors in interest at the rates charged to the then-existing regular customers of the Appropriator Party, and
    - (ii) Not collect from such Overlying Party any development charge that may be related to the importation of water into the Beaumont Basin.
  - (d) 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.
- 7.1 Notice of Adjustment of Rights from an Overlying Pumper to an Appropriator.** The Overlying Pumper and Appropriator shall complete a Notice of Adjustment of Rights (Form 5 - Notice to Adjust Rights of an Overlying Party due to Proposed Provision of Water Service by an Appropriator) and file it with the Watermaster.
- (a) 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.
- 7.2 Transfer of Water Between Appropriators.** Any Appropriator may transfer all or any portion of its Appropriator's Production Right or Operating Yield that is surplus to its needs to another Appropriator in accordance with these Rules and Regulations. The

Watermaster shall maintain an accounting of all transfers, and such accounting shall be included in the Annual Report and other relevant Watermaster reports as appropriate.

- 7.3 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 assigned 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 in 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.

**Adjusted Water Rights Pursuant to Section 3 of the Judgment**  
(Example Tabulation for Annual Reporting Purposes)

Overlying Party to the Judgment	2004 Initial Overlying Water Right (acre feet)	2014 Updated Overlying Water Right (acre feet)	Beaumont Cherry Valley Water District		Yucaipa Valley Water District	
			Earmarked	Transferred	Earmarked	Transferred
California Oak Valley Golf and Resort	950.0	735.8	0	0	0	0
Plantation on the Lake	581.0	450.0	0	0	0	0
Sharondale Mesa Owners Association	200.0	154.9	0	0	0	0
Tukwet Canyon Golf Club	2,200.0	1704.0	0	0	0	0
Rancho Calimesa Mobile Home Park	150.0	116.2	0	0	0	0
Gutierrez, Hector, et.al.	10.0	7.7	0	0	0	0
Darmont, Boris and Miriam	2.5	1.9	0	0	0	0
Aldama, Nicolas and Amalia	7.0	5.4	0	0	0	0
McAmis, Ronald L.	5.0	3.9	0	0	0	0
Nikodinov, Nick	20.0	15.5	0	0	0	0
Beckman, Walter M.	75.0	58.1	0	0	0	0
Albor Properties III	300.0	232.4	0	0	0	0
Sterns, Leonard M., and Dorothy D.	200.0	154.9	0	0	0	0
Sunny-Cal Egg and Poultry Company	1,439.5	1,115.0	0	0	0	0
Merlin Properties	550.0	426.0	0	0	0	0
Oak Valley Partners	1,806.0	1,215.85	0	0	2.65	180.40
Roman Catholic Bishop of San Bernardino	154.0	119.3	0	0	0	0

**Total      8,650.0<sup>1</sup>**

**6,700.0<sup>2</sup>**

1. Original Safe Yield - February 4, 2004

2. Recalculated Safe Yield - Resolution No. 2015-01

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

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

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

### OVERLYING OWNER

### APPROPRIATOR

Overlying Party	Appropriator Party
Authorized Agent – Print Name	Authorized Agent – Print Name
Title	Title
Signature	Signature
Date	Date
Address for Notice	Address for Notice
Telephone	Telephone
Email Address	Email Address

<b>For Watermaster Use</b>
Date Form is Received:
Date Earmarked Water is First Used:

# NOTICE OF TRANSFER OF APPROPRIATOR PRODUCTION RIGHT OR OPERATING YIELD BETWEEN APPROPRIATORS

Calendar Year \_\_\_\_\_

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.

**TRANSFEROR****TRANSFEE**

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: