

**RULES & REGULATIONS  
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## RAYMOND BASIN MANAGEMENT BOARD

### 1. PREAMBLE

- (A) These Rules and Regulations are, in some respects, a restatement of matters contained in the Raymond Basin Judgment. If a conflict arises between these Rules and Regulations and the Judgment, the Judgment will govern.

### 2. DEFINITIONS

- (A) The following words are used repeatedly throughout these Rules and Regulations and as such the following definitions apply unless explicitly stated otherwise in the text:
1. Decreed Right is that base water right stated in the Judgment which a party to the Judgment is currently entitled to pump annually.
  2. Judgment is the document currently in force by order of the Court in Case No. Pasadena C-1323 which governs the operation of the Raymond Basin Area.
  3. Year refers to the fiscal year ending June 30.

### 3. ANNUAL REPORT

- (A) An annual report shall be prepared on water supply conditions in the Raymond Basin for the parties. The report shall include an analysis of basinwide water supply conditions and a detailed accounting of each party's water rights. The accounting shall include groundwater extractions and diversions, water right leases and sales, year-end balance and allowed carryover, and overextractions. In addition, the report shall contain any changes in water right ownership, violations of the Judgment and corrective actions taken, Management Board administration cost, and any pertinent recommendations. The annual report shall be available electronically and distributed to the parties on or before September 1 of each year in accordance with Section XIV(5) of the Judgment.

### 4. REPORTS BY THE PARTIES

- (A) Each party shall cooperate with the Board by reporting such information as is necessary to determine water supply and use.

### 5. COMMUNICATIONS

- (A) Each party shall file with the Board the name and address of the person to whom any notices, demands, requests, objections, budgets, and annual reports shall be sent. Copies must also be served on the other parties.

- (B) Changes in designees may be made by filing names and addresses on forms provided by the Board. Delivery or service to any party by the Board may be made by mail addressed to the latest designee filing with the Board. A list of designees and addresses is maintained by the Board. Formal notice under the Judgment requires mailing by registered or certified mail.

## 6. BUDGET

- (A) The Board shall prepare a Tentative General Budget for each fiscal year commencing July 1. The Tentative Budget shall be mailed to each party on or before May 1. If any party objects to the proposed Tentative Budget, it must do so in writing to the Board within ten (10) days after receipt thereof. If no such objections are received, the Tentative General Budget becomes the Adopted General Budget.
- (B) There shall be three parts to the General Budget. Part “A” shall be for General Department of Water Resources (DWR) watermaster staff services, and the budgeted amount shall be prorated among parties on the basis of Decreed Rights; Part “B” shall be for Watermaster Services required to administer the spreading program, and the budgeted amount shall be prorated among the parties in proportion to the quantity of water diverted for spreading in the prior year by participating parties; Part “C” shall be for general Board administrative services and expenses required, and the budgeted amount shall be prorated among parties on the basis of Decreed Right.
- (C) Special assessments may be made as necessary to those parties involved in specific programs.
- (D) Payment shall be required within thirty (30) days after the annual budget is mailed and is considered delinquent thereafter. A ten percent (10%) penalty is imposed if payment is delinquent.

## 7. CURTAILMENT OF GROUNDWATER EXTRACTATIONS

- (A) The Judgment limits the amount of groundwater each party can extract from the Basin each fiscal year (July 1 through June 30). Each party’s extraction is restricted within each hydrologic unit, i.e., Western Unit (Monk Hill and Pasadena Subareas) and Eastern Unit (Santa Anita Subarea), to the decreed rights, as described in the Judgment. However, there are exceptions to these restrictions that provide flexibility in groundwater extractions. The exceptions are:
  - 1. Each party can carry over up to ten percent of any unused Decreed Rights from one fiscal year to the next. This allowance is not cumulative. However, the Board may allow larger amounts to be carried over for an emergency or other reasonable cause.

2. Each party is also permitted in a single year to extract up to ten percent (10%) more water than its Decreed Right, provided that the excess extraction is compensated for in the following year. In the case of an emergency, or for other reasonable cause, the Board may permit additional excess extractions, subject to conditions including whether or not the excess pumping must be made up in future years.
  3. When Decreed Rights are leased or otherwise exchanged, the ten percent (10%) flexibility provided for in the Judgment shall apply as specified in the lease or other exchange agreement. Lacking any statement regarding the flexibility rule, the Board will assume that the lessor retained use of the ten percent.
  4. Each party spreading surface water in the Western Unit may extract eighty percent of the amount credited for spreading during the prior year, as long as the party has not previously exercised that right. Should a party extract all its water rights during a particular fiscal year, including rights to spreading credit from the prior year, that party may extract spreading water credit obtained during that year.
  5. Each party that maintains a Board approved Long Term Storage Account may add to such storage or extract from such storage during a fiscal year, subject to the provisions of the Board's adopted Groundwater Storage Policies Western Unit.
- (B) For accounting, the sequence of water taken during any fiscal year shall be considered water rights that have been acquired as follows:
1. by special approval of the Board;
  2. by spreading surface diversion water in the prior fiscal year;
  3. by purchasing or selling leased water rights;
  4. by crediting carryover right, whether it be a plus or minus;
  5. by owning "Decreed Right 1955";
  6. by maintaining a Board approved Long Term Storage Account; and
  7. by current years spreading credit if required.
- (C) In addition to the items listed above, the City of Sierra Madre may extract the water it has spread and has been given credit for. This additional right is considered salvage credit and is attributed to water that has been spread by the City pursuant to Judgment No. 209747 which permits such spreading. With regard to its accounting, the City must produce its Decreed Right prior to using its credit during any fiscal year.
- (D) The water elevations of the City of Arcadia's Orange Grove wells and the groundwater gradient govern the limitations of pumping in the Eastern Unit of the Raymond Basin. The limitation is imposed if the groundwater surface at the Arcadia group of wells drops below an elevation of five hundred (500) feet above

sea level at its maximum high water table in the spring season of each year, and the average groundwater table elevation is higher in the Michillinda group of wells than the Arcadia group of wells. The limitation reduces the annual extraction from the Eastern Unit during the following seasons from five thousand, two hundred, ninety (5,290) acre-feet to three thousand, two hundred, sixty-one (3,261) acre-feet. From time to time, the Board may temporarily suspend this limitation in an effort to optimize Basin management.

- (E) It is the policy of the Board that Pasadena is restricted in its Decreed Right production from the Monk Hill Basin in accordance with Section VII of the Exchange Agreement, as amended. It is the policy of the Board that the Decreed Right production of the other parties producing from the Monk Hill Basin is restricted to the Monk Hill Basin. It should be noted that while Pasadena is limited in its production from the Monk Hill Basin, it is not limited in its production from the Pasadena Subarea. Therefore, Pasadena could, if it chooses, produce all of its Decreed Right from the Pasadena Subarea.

## 8. REPORTS OF GROUNDWATER EXTRACTIONS

- (A) Every groundwater producer subject to the Judgment must submit monthly reports of its groundwater extractions and surface water diversions; there are no exceptions. Each report must include information on extractions and the location where the water is to be used. To simplify the reporting, a preprinted production report will be provided by the Board.
- (B) The following is the schedule for processing the parties' groundwater production:
  - 1. Before the end of each month, each party extracting groundwater or diverting surface water will receive preprinted report forms from the Board.
  - 2. Each party is to complete the report as of the last day of the month.
  - 3. The Board will prepare a monthly summary of each party's water right account and mail it to the party. The summary will show the party's water right, the allowable extraction, the amount pumped during the month, the amount pumped during the year, and the balance of water right remaining.

## 9. WATER METERING/MEASURING DEVICES

- (A) The amount of water extracted from or injected into each water well, or the amount of surface water diverted for spreading credit shall be measured by a procedure acceptable to the Board.
- (B) All active water wells shall be equipped with metering/measuring equipment such as a positive displacement meter, a velocity impeller meter, a flow tube such as a Venturi, or an orifice-type meter. All meters shall be equipped with a totalizer measuring gallons or cubic feet. The totalizer should not be susceptible to correction, except by changing mechanical gears and no such mechanical gears

shall be changed without notification to the Board. Most commercially manufactured meters are acceptable. The meter should be installed according to the manufacturer's recommendations.

- (C) Occasionally, it is not practical to install water meters on small systems. In such a case, the Board may permit another method of determining groundwater extractions or diversions, such as pump run hours, electrical energy use, and/or time-volume methods.
- (D) It is the responsibility of each party to ensure that their meter and test facilities are installed properly and maintained in good working condition. Test points must be properly installed. Board personnel will assist in answering questions regarding installation of meters and test facilities (see Figure 1. Corporation Stop Installation).

#### 10. METER TESTING

- (A) Every groundwater producer subject to the Judgment shall submit certified meter test results to the Board for all meters used on water wells. Such tests shall be performed and submitted annually for water well metering devices.
- (B) All meter testing shall be performed by a company or organization generally recognized as competent to perform such tests. All meter testing shall either be done using volumetric measurement procedures in accordance with AWWA manual M6 or using certified testing equipment. This equipment will be the one hundred percent (100%) standard and water meter accuracy must be within plus or minus five (5%) percent of this standard. If volumetric measurement procedures are used, flows calculated pursuant to verifiable volumetric testing may be used as the one hundred percent (100%) standard.
- (C) To assist producers, the Board will maintain a list of some firms/organizations that are qualified to conduct certified meter testing. Flow tests run by Southern California Edison Company (SCE) in conjunction with efficiency testing of well units may be acceptable if certified by SCE.
- (D) Defective or inaccurate, meters outside the five percent (5%) standard, must be repaired and retested within thirty (30) days after receiving test results. Parties not completing repairs within the thirty (30) day period must report to the Board the reasons for delay or face the possible Order and Finding of Watermaster\_for noncompliance with this directive.

#### 11. ADJUSTMENT TO PUMPAGE RECORDS

- (A) No adjustment in the quantity of water pumped will be made to compensate for meter inaccuracy of production meters totalizing in excess of one hundred percent (100%) of the flow determined as a result of certified testing. If a meter is found to be defective or totalizing incorrectly by more than five percent (5%) below the

standard, well pumpage records will be adjusted to the one hundred percent standard. This adjustment will be applied to the known or estimated duration of the error, but in no event more than the time elapsed from the date of the last acceptable meter test to the time the error was discovered. There will be no adjustments of pumping records for meters that register within five percent (5%) of the standard.

- (B) The Board may initiate adjustments to pumpage records to correct for inaccurate metering or improperly submitted values.

## 12. DIRECT WELL PRODUCTION DISCHARGE CREDIT

- (A) Due to regulatory or operational requirements and constraints, Parties to the Judgment may be required from time to time to produce groundwater and discharge flows without putting the water produced to beneficial consumptive use. Any Party to the Judgment can apply for a credit for all or a portion of water discharged for these reasons if the flows are quantifiable with an approved device providing it can be proven that the discharge was conserved within the same Subarea of the Basin.
- (B) Requests for such credits can only be for direct well production and not for discharges made from a Party's distribution system. In order for a request to be considered it must be submitted in writing, to the Board, no later than June 30<sup>th</sup> of the same fiscal year in which the discharge occurred.
- (C) Each Party will be limited to one request in a given fiscal year (July 1 through June 30). However, requests may include multiple events from various wells.
- (D) Written requests must, at a minimum, include detailed information pertaining to the date(s) of discharge, discharge rates and the duration of each discharge. Acceptable requests will also include an in-depth description of the final disposition of discharged flows. Any request received after June 30<sup>th</sup>, for the previous fiscal year's production, will not be considered.
- (E) Once a request is received, staff will prepare a report outlining specific details of each discharge event, along with a recommendation for consideration by the Board. The Board will consider such requests as soon as practicable and may grant or deny all or a portion of any requested credit. Any credit given will be applied to the requesting Party's allowable extractions for the following fiscal year.
- (F) Credited amounts may not be stored or carried over beyond the fiscal year to which they are applied.
- (G) The Raymond Basin Management Board is not responsible for determining whether a discharge is in compliance with State and Federal regulatory discharge

requirements. Compliance with applicable discharge requirements remains the sole responsibility of the discharging Party.

13. REPORT OF WATER LEVELS

- (A) Each party shall, at its own expense, measure and record the depth to the water table in all wells owned or operated by it within the Raymond Basin Area monthly, or as required by the Board. As a general rule, such measurements should be made on the first or last day of the calendar month.
- (B) The Board will specify which wells of each party are to be measured. Water levels shall be submitted to the Board on forms provided by it and shall be typewritten or printed in ink.

14. WATER WELLS

- (A) Each party is required to notify the Board whenever a well is drilled or abandoned. As a matter of course, the Board records the location of all new wells and the Department of Water Resources assigns a State well number.
- (B) Wells scheduled to be abandoned shall be destroyed in accordance with established regulations.

15. SALVAGE CREDIT FOR WATER SPREAD BY THE CITY OF SIERRA MADRE

- (A) The salvage credit is determined by Watermaster under the agreement between Sierra Madre and Arcadia dated June 30, 1950. A summary of the “Salvage Credit” remaining at the end of the fiscal year shall be presented in the Board’s annual report.

16. CREDIT FOR SPREADING DIVERSIONS OF SURFACE WATERS

- (A) The Judgment allows Western Unit parties having surface diversion rights to spread such water and recapture it. The parties are restricted from diverting surface water and capturing more water than the maximum capacity of their diversion works (surface and tunnel) as existed at any time within five years prior to October 1, 1937. The maximum capacity of diversion facilities for each party is:

<u>Party</u>	<u>Maximum Diversion In cubic feet per second</u>
Kinneloa Irrigation District	
Ross M. Lockhart	1.20
Charles Heuston Hastings	0.26
Mira Loma Mutual Water Company	0.81
La Canada Irrigation District	1.20



Snover Canyon

Las Flores Water Company	0.50
Lincoln Avenue Water Company	6.59
Pasadena Cemetery Association	0.02
Pasadena, City of	
Arroyo Seco and Millard Canyon	25.00
Eaton Canyon	8.90
Rubio Canon Land & Water Association	2.20

- (B) Since May 1, 1973, parties have been allowed to spread and recapture water. Water spread must be metered and allowed to percolate underground in existing Los Angeles County Flood Control District spreading grounds or in the natural stream channels leading to such spreading grounds. The parties shall be required to report each month all diversions for spreading on a form provided by the Board. The measuring devices shall be installed and maintained by the parties at their expense and shall be subject to the approval of the Board.
- (C) The Board, with the assistance of the Los Angeles County Flood Control District, shall determine and account for all water diverted for spreading, the amount spread and available for recapture, and the amount so recaptured. Each party shall have the right to pump from any well in the Monk Hill Subarea (if spread there) or in the Pasadena Subarea (if spread there) an amount of water equal to eighty percent (80%) of the amount spread.
- (D) Any additional amount allowed to be extracted by this provision shall be pumped by the end of the next fiscal year. If such extraction does not occur within this period, the right to take such an amount of water shall be lost.
- (E) For accounting purposes, the first water taken during any fiscal year by any party having spread surface water diversions during the prior fiscal year shall be considered water thus spread, as long as it had not already been pumped during the same year it was spread.
- (F) Any additional costs incurred by the Board in making determinations under this provision shall be included in the Board's annual budget and shall be considered as Part "B" of that budget.

17. WATER RIGHT LEASES AND SALES

- (A) All water right transfers must be filed with the Board who will acknowledge and record all transfers of Decreed Right between parties. These transfers may be temporary (lease) or in perpetuity (deed).

1. All transfer documents submitted to the Board should be written on 8-1/2 inch x 11 inch paper and preferably one page long. If their counsel approves, the parties may use the sample document contained in these Rules and Regulations.
2. In leasing, buying, or selling water rights, parties should be specific as to the type of water being exchanged, e.g., Decreed Right. All leases should be entered into on the basis of Decreed Right and should specify both amount of Decreed Right, to the nearest whole acre-foot, and period of lease. All water right leases shall be made on a fiscal year basis. Absent express advance approval of the Board, production of leased water must take place from the basin subarea where the leased water resides.
3. For a water right lease to be in force (applicable) during a particular fiscal year, it must have been executed by the parties involved prior to June 30 of the fiscal year in question. In addition, the executed water right lease document must be filed with the Board within thirty (30) days after signing the agreement but no later than June 30.
4. Every lease shall state whether or not it conveys the ten percent (10%) carryover flexibility provision with respect to the water rights being leased. In absence of any statement, the Board will assume that the lessor retained use of the ten percent carryover flexibility provision.
5. Whenever a water right owner sells its property on which its water right was developed, e.g., farm, factory, etc., they will so stipulate as to the disposition of the water right. Whenever there is such a sale of property, the Board should be notified as soon as possible and a grant deed submitted along with the notification. The Board will verify whether the water right was reserved and, if not, will update the records to show the new owner of the water right.

#### 18. CONTROL OF WATER LEVELS

- (A) The Board shall prepare and evaluate semi-annual reports on “Control of Groundwater Levels in Raymond Basin by Adjusting Pumping Patterns”. These reports will normally be issued in June and December.

(Suggested Form for Leasing Water Rights)  
**WATER RIGHT LEASE AGREEMENT**

Lease No. :

For a valuable consideration, the \_\_\_\_\_ (Licensor) hereby grants to \_\_\_\_\_ (Licensee): A license to extract \_\_\_\_\_ acre-feet of Licensor’s “Decreed Right 1955” allocated to Licensor (or predecessors in interest) under and pursuant to the Judgment dated December 23, 1944, entered in Los Angeles Superior Court Case No. Pasadena C-1323 entitled “City of Pasadena vs. City of Alhambra et al” during the period commencing **July 1**, \_\_\_\_\_ and continuing to and including **June 30**, \_\_\_\_\_.

Said license is granted, subject to the following conditions:

- (1) Licensee shall exercise said right and extract the same on behalf of Licensor during the period specified above and put the same to beneficial use, and Licensee shall not, by the exercise hereunder of said right, acquire any right to extract water independent of the rights of Licensor.
- (2) Licensee shall notify the Management Board that said pumping was done pursuant to this license and provide the Watermaster with a copy of this document within thirty (30) days thereof.
- (3) Licensee shall note, in any recording of water production for the period of agreement that said pumping was done pursuant to this license.
- (4) Licensee’s “Decreed Right 1955” shall not be increased by the amount hereby leased when computing carryover or allowable overextraction as provided by Paragraphs V and VI in said Judgment.
- (5) Licensee agrees to pay Licensor \$ \_\_\_\_\_ within \_\_\_\_\_ (\_\_\_\_) days after the date of this agreement.

Licensor warrants that it has \_\_\_\_\_ acre-feet of “Decreed Right 1955” and that it has not pumped and will not pump, permit, or license any other person to pump any part of said \_\_\_\_\_ acre-feet during period of **July 1**, \_\_\_\_\_ through **June 30**, \_\_\_\_\_.

**LICENSOR:**

**LICENSEE:**

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_