

CHINO BASIN WATERMASTER  
UNIFORM GROUNDWATER STORAGE  
RULES AND REGULATIONS

1. GENERAL

1.1. PURPOSE. The Judgment defines and declares the existence of available groundwater storage capacity in Chino Basin. It declares a priority for use of such capacity by parties to the Judgment. In addition, the Judgment authorizes the Watermaster to enter into storage agreements pursuant to uniform rules and regulations. Such Groundwater Storage Agreements establish firm contractual rights to utilize with due diligence such storage capacity.

It is the purpose of these rules and regulations to establish guidelines consistent with the Judgment to regulate groundwater storage within Chino Basin.

1.2 DEFINITIONS OF TERMS. As used herein all terms specially defined in the Judgment shall be used in the sense therein defined. In addition, the following terms shall have the meanings herein set forth:

1.2.1. Conjunctive Use Storage. Utilization of storage space in Chino Basin as a terminal reservoir for supplemental water for subsequent extraction and export from Chino Basin. Specific conjunctive use agreements require approval by written order of the court after recommendation of Watermaster Advisory Committee and approval of Watermaster, terms of which are separate and in addition to Chino Basin Watermaster Uniform Groundwater Storage Rules and Regulations.

1.2.2. Cyclic Storage. Storage of water by a supplemental water supplier for the sole purpose of predelivery of replenishment water for use by Watermaster in implementing the physical solution under this Judgment. Cyclic storage agreements require approval by written order of the court after recommendation of Watermaster Advisory Committee and

approval of Watermaster, terms of which are separate and in addition to Chino Basin Watermaster Uniform Groundwater Storage Rules and Regulations.

1.2.3. Direct Recharge. The storage of water by percolation in spreading grounds or by injection through wells.

1.2.4. Indirect Storage. The storage of water accomplished by taking surface imported supplies with notice to Watermaster of intent to utilize said supplies in lieu of a Storage Party's rights to Safe Yield or Operation Safe Yield which are over and above Storage Party's carryover right. To the extent of such substitute taking of surface water the Storage Party shall be deemed to have stored an equivalent amount of water in Chino Basin.

1.2.5. Judgment The Judgment in Chino Basin Municipal Water District v. City of Chino, et al., San Bernardino Superior Court No. 164327, entered January 27, 1978, and may be amended from time to time pursuant to continuing jurisdiction.

1.2.6. Local Storage Requirement. The aggregate quantity of storage capacity in Chino Basin reserved and set aside for parties to the Judgment who own rights in the Safe Yield. Said amount does not include requirements for safe yield operations including "carryover rights", cyclic storage or conjunctive use storage.

1.2.7. Storage Party. Any person who stores water in Chino Basin pursuant to a Uniform Groundwater Storage Agreement.

1.2.8. Carryover Right. The unpumped share of safe yield or operating safe yield that is reserved to be pumped first the following year. An amount equal to its share of safe yield or operating safe yield is accounted for by Watermaster without need for a storage agreement.

1.3. NECESSITY OF STORAGE AGREEMENT. Each party, its officers, agents, employees, successors, and assigns, has been enjoined and restrained from storing supplemental water in Chino Basin for withdrawal, or causing withdrawal of water stored, except

pursuant to the terms of a Uniform Groundwater Storage Agreement with Watermaster. Any supplemental water recharged by any party to the Judgment within Chino Basin, except pursuant to these rules and regulations and a Uniform Groundwater Storage Agreement, is deemed abandoned and shall not be considered “stored water”.

1.4. AMENDMENT OF RULES. These rules and regulations may be amended by Watermaster only upon the prior approval of the Watermaster Advisory Committee. Amendments to the standard form Groundwater Storage Agreement shall only be made by Watermaster upon the prior approval of the Watermaster Advisory Committee and after order of the court.

## 2. LOCAL GROUNDWATER STORAGE AGREEMENT

### 2.1. ESTABLISHMENT OF LOCAL STORAGE REQUIREMENTS.

Watermaster shall make an initial determination of Local Storage Requirements, which have priority and preference over use of storage capacity for export. Such determination shall be set forth in a Watermaster resolution and shall thereafter constitute a guideline for Watermaster’s subsequent award of storage agreements, unless and until modified.

2.2. REVIEW OF REVISION. Whenever the aggregate amount of stored water under all Local Groundwater Storage Agreements exceeds eighty percent (80%) of the Watermaster’s current estimated local storage requirement, or when 50% or less has been utilized and other Storage Parties have need for additional capacity or at such other time as Watermaster may deem appropriate, Watermaster shall review all Local Groundwater Storage Agreements. Said review shall include consideration of the amounts of water which have been stored under said Local Groundwater Storage Agreements, the historic and projected demand, the planning and investment in facilities and the exercise of due diligence by each Storage Party.

### 2.3. MODIFICATION OF CAPACITY IN EXISTING LOCAL STORAGE AGREEMENTS.

Upon finding of lack of due diligence on the part of any Storage Party to exercise capacity allocated under a Local Groundwater Storage Agreement, Watermaster may reduce said storage allocation to such Storage Party in whole or in part; provided, however, that such downward adjustment in any Local Groundwater Storage Agreement shall be made only after notice, and upon hearing and findings by Watermaster.

### 2.4. REDETERMINATION OF LOCAL STORAGE REQUIREMENTS.

Following any such review and revision of outstanding Local Groundwater Storage Agreements, Watermaster shall review and redetermine, if appropriate, the Local Storage Requirement. Any such redetermination shall likewise be confirmed by Watermaster resolution.

2.5. APPLICATION PROCEDURE. Any party desiring to store supplemental water in the Chino Basin for subsequent recapture shall file an application with Watermaster (See Form 1 attached) setting forth the applicant's proposed method of operation, the maximum amount of water sought to be stored, the proposed method of storage and the facilities contemplated therefor. All applications shall be subject to Watermaster review and approval. Thereafter Watermaster and such Storage Party shall execute a standard Local Groundwater Storage Agreement, which incorporated these Rules and Regulations.

2.6. STORAGE PROCEDURES. Supplemental water may be placed in storage by a Storage Party by Direct Recharge or Indirect Storage pursuant to the following procedures:

2.6.1. Direct Recharge by Storage Party. To the extent that a Storage Party has facilities to do so, such party may conduct its own direct recharge operation subject to approval by Watermaster as to water quality and recharge site. Prior to any such recharge, such Storage Party shall submit a Request for Storage Schedule (Form 2 attached) to Watermaster. Watermaster shall, within fifteen (15) days of receipt of such

Request, confirm or revise such schedule. No spreading schedule will be approved which interferes with Watermaster's operations under the physical solution, impairs significantly water quality of the basin, or the exercise of rights by any party in the Safe Yield or Operating Safe Yield. No direct recharge shall be undertaken by a Storage Party except pursuant to Watermaster approval. The amount of such direct recharge shall be reported to Watermaster and accounted for as Stored Water thereafter, subject to appropriate adjustment for any losses attributable thereto.

2.6.2. Direct Recharge for Storage Party by Watermaster.

Any Storage Party may acquire supplemental water and request Watermaster to cause it to be stored by a direct recharge. Such request shall be on a Storage Request from (Form 3, attached). Watermaster shall, within fifteen (15) days of receipt of such Request, confirm or revise such schedule. In approval of any such direct recharge schedule, Watermaster shall give preference to the requirements of recharge for purposes of the physical solution and no direct recharge for a Storage Party shall interfere therewith.

2.6.3. Interruption or Revision of Direct Recharge.

Watermaster reserves the right to revise or terminate any direct recharge program which is found by Watermaster to be inconsistent with good water management practices.

2.6.4. Indirect Storage. Any Storage Party may notify Watermaster by a Notice of Indirect Storage (Form 4, attached), or such party's intent to accomplish storage of water by such practice. Based upon such notice, Watermaster shall at the end of the year determine actual quantity of water that entered storage and shall determine total water in storage for each Storage Party. Watermaster shall adjust each Storage Party's production records to reflect the transfer of the unpumped amount to its storage account

and apply the appropriate gross administrative assessment. The total quantity subject to such Indirect Storage in any year shall not exceed such party's share of Safe Yield or Operating Safe Yield.

2.7. SALE OR TRANSFER. No Local Groundwater Storage Agreement shall be assignable. However, water in storage may be sold or transferred in place following written notification to Watermaster (See Form 5, attached) who shall adjust the storage accounts accordingly.

2.8. LOSSES. Under Local Storage Agreements, Watermaster shall make continuing studies and adopt appropriate procedures and recommendations to minimize losses or stored water in Chino Basin. Watermaster shall annually calculate the amount of losses of water in storage and allocate the same between the parties for whom water is held in storage and accordingly adjust the account of each Storage Party. For purposes of administration and accounting for stored water, the following types of losses shall be recognized:

2.8.1. Evaporation and Transpiration. There will be certain minimal losses by evaporation and transpiration which are incurred in a connection with direct spreading operations. Absent a clear showing as to peculiar circumstances or changes, spreading losses shall be calculated at three percent (3%) of the water spread. Losses for water put into storage through injection wells, shall be separately determined on a case by case basis. Such losses shall be a one-time adjustment applicable to the Storage Party.

2.8.2. Rising Water Outflow. There may be some rising water outflow from Chino Basin to the Santa Ana River above Prado. This normal outflow is the function of Safe Yield operation of Chino Basin. Such losses by rising water are normal to the system and are not chargeable to the Storage Party. To the extent local stored water causes increased or unusual quantities of rising water outflow and local water in storage exceeds

100,000 acre feet, such losses shall be determined by Watermaster and accounted for as a loss chargeable against all local Storage Parties on a pro rata basis.

2.8.3. Water Quality Degradation. It is a characteristic of groundwater storage that certain circumstances or occurrences can result in material degradation of the quality of water in storage. Such circumstances can involve interception by groundwaters of waste disposal dumps, breakage in oil or fuel transmission lines, or other circumstances. Such water quality degradation may result in necessary extraction and discharge of degraded waters, or may decrease the quantity or impair the usability of water in storage. Such losses will be accounted for as a loss chargeable against all Storage Parties pro rata unless Watermaster can determine which Storage Party(s) caused such degradation, in which event, the losses shall be chargeable against those Storage Parties only.

2.8.4. Other Losses. The enumeration of particular types of losses is without limitation as to other or different losses which may be determined by Watermaster from time to time.

2.9. RECAPTURE. Stored water may be recaptured by Storage Party by the direct extraction of groundwater from Chino Basin as approved by Watermaster. Each Storage Party shall notify Watermaster in writing of the method, amount, rate of extraction, and location of production at least thirty (30) days prior to commencement of direct recapture (See Form 6, attached). Watermaster shall determine whether a significant adverse impact will result to the Chino Basin and to other producers by reason of such production and shall either confirm, deny, or modify such proposed extraction schedule.

Storage Party shall on or before the 15<sup>th</sup> day of each month following the month in which stored water has been recaptured notify Watermaster of the amount of such recapture.

Watermaster shall thereupon verify such recapture and make appropriate adjustments in the storage account of the Storage Party.

2.10. ACCOUNTING. Watermaster shall maintain a continuing account of water stored and recaptured for each Storage Party's account which shall be available for review upon reasonable notice by any producer in the Basin. Watermaster shall have the right to inspect at reasonable times the records of Storage Party with relation to storage and recapture of water in the Chino Basin.

2.11. REPORTING. In Watermaster's annual report to the Court, Watermaster shall set forth in detail the amounts of water in storage, additions to storage during the preceding year, and the losses and recapture of such water pertaining to each Storage Party.

2.12. TERM. A Local Groundwater Storage Agreement shall continue in effect indefinitely unless terminated or modified by order of the Court or by Watermaster pursuant to paragraphs 2.2 and 2.3 hereof.

Any water in storage at the time of termination or modification shall remain to the credit of the Storage Party for subsequent recapture in its normal operations, i.e., termination or modification of the agreement shall affect termination or modification of the right to place water in storage only but shall not impair the integrities of water theretofore stored or the rights to recapture the same.

### 3. OTHER AGREEMENTS

3.1. OTHER STORAGE CAPACITY. It is recognized that safe yield operations including "Carryover Rights" and Local Groundwater Storage Agreements have an operating priority over Cyclic or



Conjunctive Use Groundwater Storage Agreements to facilitate the ongoing management of the Basin.

3.2. APPLICATION. Any person or entity desiring to participate in either cyclic or conjunctive use storage within the basin shall file an application with Watermaster setting forth the amount of water sought to be stored, the method of recapture, if any, and subsequent use thereof.

All agreements for the storage of cyclic or conjunctive use water shall be accepted by Watermaster only upon approval of the Watermaster Advisory Committee; shall become effective only pursuant to order of the Court; and shall include, but not be limited to:

- (a) The quantities and term of the storage rights;
- (b) A statement that for the determination of losses cyclic and conjunctive water is deemed to float on top of the native groundwater and water stored by parties to the Judgment;
- (c) The procedure for establishing delivery rates and schedules;
- (d) The procedures for calculation of losses and annual accounting for water in storage by Watermaster;
- (e) The procedures for establishment and administration of withdrawal schedules, locations, and methods.

#### 4. SCOPE

4.1. These rules shall be deemed incorporated in, and made part of each local groundwater storage agreement and shall govern Watermaster activities thereunder, subject at all times to the right of Judicial review in accordance with the Judgment Section IV, Paragraph 15, Pages 10 through 12.