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SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES – CENTRAL DISTRICT

ANTELOPE VALLEY GROUNDWATER  
CASES

Included Actions:  
Los Angeles County Waterworks District No.  
40 v. Diamond Farming Co., Superior Court  
of California, County of Los Angeles, Case  
No. BC 325201;

Los Angeles County Waterworks District No.  
40 v. Diamond Farming Co., Superior Court  
of California, County of Kern, Case No. S-  
1500-CV-254-348;

Wm. Bolthouse Farms, Inc. v. City of  
Lancaster, Diamond Farming Co. v. City of  
Lancaster, Diamond Farming Co. v. Palmdale  
Water Dist., Superior Court of California,  
County of Riverside, Case Nos. RIC 353 840,  
RIC 344 436, RIC 344 668

RICHARD WOOD, on behalf of himself and  
all other similarly situated v. A.V. Materials,

Judicial Council Coordination Proceeding  
No. 4408

CLASS ACTION

Santa Clara Case No. 1-05-CV-049053  
Assigned to the Honorable Jack Komar

OPPOSITION TO ANTELOPE VALLEY-  
EAST KERN WATER AGENCY'S  
MOTION FOR SUMMARY  
ADJUDICATION

*[Filed concurrently with Separate Statement  
of Disputed Material Facts, Request for  
Judicial Notice, and Declarations of Jeffrey V.  
Dunn and Steve A. Perez]*

Date: January 27, 2014  
Time: To be determined  
Dept.: To be determined

1 Inc., et al., Superior Court of California,  
2 County of Los Angeles, Case No. BC509546

Trial Date: February 10, 2014 (Phase V)

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Los Angeles County Waterworks District No. 40 ("District No. 40"), City of Palmdale, City of Lancaster, Rosamond Community Services District, Littlerock Creek Irrigation District, Palm Ranch Irrigation District, Desert Lake Community Services District, North Edwards Water District, Llano Del Rio Water Company, Llano Mutual Water Company, Big Rock Mutual Water Company, Quartz Hill Water District, and California Water Service Company (collectively, "Public Water Suppliers") respectfully submit the following Opposition to Antelope Valley-East Kern Water Agency's ("AVEK") Motion for Summary Adjudication of All Causes of Action Relating to Ownership of Return Flows ("Motion").

## **I. INTRODUCTION**

No court has ever ruled that a State Water Project wholesaler has a groundwater right to the return flows of its retail customers. "Return flows (imported water that is used on the surface which then percolates into the Basin) . . . are derived from State Water Project (SWP) water imported by several of the public water producers." (*City of Santa Maria v. Adam* (2012) 211 Cal.App.4th 266, 280.) AVEK is not a public water producer but a SWP wholesaler. If its Motion is successful, it would likely create a legal havoc within the State Water Project System, a public water supply for tens of millions of Californians.<sup>1</sup>

AVEK's Motion should be denied for each of the following reasons:

- AVEK does not have a groundwater right to SWP water but merely a contractual entitlement to deliver SWP water to Public Water Suppliers and other water users. The Public Water Suppliers uses of SWP water augment the Basin's groundwater supply and thereby create their right to the return flows.
- The Motion is procedurally defective on numerous grounds.
- The Motion lacks legal authority for AVEK's return flow claims.
- AVEK's water delivery contracts disclaim any responsibility for SWP water sold by AVEK to the Public Water Suppliers and therefore any claim to the SWP water.
- Public Water Suppliers have a right to return flows under existing law.

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<sup>1</sup> A brief overview of the State Water Project is found in *Goodman v. County of Riverside* (1983) 140 Cal.App.3d 900, 903.

1 For each of these reasons, AVEK's Motion should be denied.  
2

3 **II. AVEK HAS A CONTRACTUAL ENTITLEMENT TO SWP WATER AND NO**  
4 **GROUNDWATER RIGHT TO RETURN FLOWS.**

5 AVEK's claims are unprecedented and lack legal support. There are 29 SWP contractors  
6 and 250 Central Valley Project ("CVP") contractors that deliver state and federal water from  
7 northern California to central and southern California. (Request for Judicial Notice, Exs. 1 & 2.)  
8 Despite long-standing and apparent consensus among the wholesale water contractors that they  
9 do not have a right to return flows as against their retail user customers - and ignoring the impact  
10 to all water suppliers who purchase water from the SWP and CVP contractors - AVEK now  
11 claims that it owns return flows to SWP water that it sold to Public Water Suppliers. AVEK  
12 makes this claim despite the fact that AVEK never reserved the return flows in its written  
13 contracts selling SWP water to the Public Water Suppliers.  
14

15 A contract entitlements are not a groundwater right. A water right is held by the entity  
16 that takes water directly from a body of water, and AVEK does not take the SWP water directly  
17 from a body of water. Instead, AVEK has a contract Department of Water Resources ("DWR"),  
18 which holds the surface water right, to receive and deliver SWP water to public water suppliers  
19 and private property owners. Thus, a contractual entitlement is created by a contract between  
20 DWR as an appropriative water right holder, and AVEK as a contracting entity to take delivery of  
21 water that DWR diverts by means of its appropriative water right.

22 SWP and CVP wholesalers, including AVEK, have contracts with DWR and the U.S.  
23 Bureau of Reclamation, respectively, which specify the amount of water each wholesaler district  
24 is entitled to if full allocations are available. If less than full allocations are available, then the  
25 reduced delivery each wholesaler district receives is determined by the terms of the contract and  
26 not by any water right. The wholesaler districts generally have contracts with public water  
27 suppliers and landowners purchasing SWP water for their respective uses, and it is the  
28 purchasers' use that lead to return flows that augment the groundwater basin supply and the return

1 flow right.

2 It is important to note that SWP water does not augment the Basin's supply unless the  
3 Public Water Suppliers and AVEK's other retail user customers buy the SWP water. The Public  
4 Water Suppliers use SWP water, and it is that use which augments the Basin's supply. If the  
5 PWS and other AVEK retail customers do not use the SWP water, it does not augment the  
6 Basin's supply. AVEK, on the other hand, is contractually obligated to DWR regardless of the  
7 amount of water SWP delivered.

8 Stated simply, AVEK has no groundwater right.

9  
10 **III. AVEK'S MOTION IS PROCEDURALLY DEFECTIVE**

11 **A. The Motion Should Be Denied Because It Fails To Establish Every Element**  
12 **Of AVEK's Cause of Action Or The Public Water Suppliers' Affirmative**  
13 **Defenses**

14 A plaintiff is entitled to summary adjudication only if it proved each element of the cause  
15 of action and that there is no defense to a cause of action. (Code Civ. Proc., § 437c, subds.,(f)(1),  
16 (p)(1), (o); *Aguilar v. Atlantic Richfield Co.* (2001) 25 Cal.4th 826, 854-55; *Hood v. Superior*  
17 *Court* (1995) 33 Cal.App.4th 319, 323; *Union Bank v. Superior Court* (1995) 31 Cal.App.4th  
18 573, 589-90.) The AVEK Motion, however, fails to completely dispose of any cause of action.

19 The Motion argues that "no defense exists as to AVEK's Fourth Cause of Action; the  
20 PWS' Sixth Cause of Action relating to the same issue is without merit; no triable issue of  
21 material fact exists with respect to either cause of action; and, accordingly, AVEK is entitled to  
22 judgment establishing its right to use all return flows. . . ." (Motion at p. 5.) AVEK's motion,  
23 however, fails to establish each and every element of AVEK's Fourth Cause of Action or address  
24 any of the fourteen affirmative defenses raised in District No. 40's Answer. (Declaration of  
25 Jeffrey V. Dunn ("Dunn Decl."), Ex. B [Answer].) AVEK's Motion is so deficient that it fails to  
26 even identify the elements of an alleged AVEK return flow claim.

27 Additionally, AVEK failed to establish that no triable issue of fact exists regarding:

28 (1) whether some State Water Project water returns and/or enters the Basin;

(2) whether "there is underground space available in the Basin to store the return flows";

1 and

2 (3) whether AVEK can have or “has the sole right to recapture return flows attributable to  
3 its State Project water.” (Dunn Decl., Ex. A at pp. 10-11[AVEK’s Cross-Complaint].) The  
4 Motion does not reference those facts<sup>2</sup> nor does it even assert the amount of return flows from  
5 SWP water to which AVEK alleged it has groundwater rights. As shown by the Public Water  
6 Suppliers’ accompanying Separate Statement of Disputed Material facts filed concurrently with  
7 this opposition and incorporated by reference herein, the Motion’s supporting materials facts are  
8 not undisputed which requires the Motion to be denied.

9 Moreover, the Motion asks the Court to determine only one aspect of the return flow  
10 cause of action. The request is inappropriate and not permitted under Section 437c, subdivision  
11 (f). (Code Civ. Proc. § 437c, subd. (f)(1) [“A motion for summary adjudication shall be granted  
12 only if it completely disposes of a cause of action, an affirmative defense, a claim for damages, or  
13 an issue of duty.”].)<sup>3</sup> In amending Section 437c, subdivision (f), the California Legislature stated  
14 that the purpose of subdivision (f) is “to stop the practice of adjudication of facts or adjudication  
15 of issues that do not completely dispose of a cause of action or defense.” (*Hood, supra*, 33 Cal.  
16 App. 4th at p. 323 [quoting Stats. 1990, ch. 1561, § 1].) AVEK’s Motion is inconsistent with the  
17 Legislature’s intent to “promote and protect the administration of justice, and to expedite  
18 litigation by the elimination of needless trials.” (*Id.* [quoting *Lilienthal & Fowler v. Superior*  
19 *Court* (1993) 12 Cal.App.4th 1848, 1854].) For this reason alone, summary adjudication on  
20 either AVEK’s Fourth Cause of Action or the Public Water Suppliers’ Sixth Cause of Action  
21 should be denied.

22 Even assuming *arguendo* that AVEK sufficiently established each element of the return  
23 flow cause of action, which it has failed to do, AVEK as a cross-complainant, would need to  
24 establish that there is no defense to its Fourth Cause of Action. (Code Civ. Proc. § 437c, subd.  
25 (p)(1).) On or about February 23, 2007, District No. 40 and Rosamond Community Services  
26

27 <sup>2</sup> Public Water Suppliers note that other parties have indicated that they intend to relitigate other elements of the  
28 return flow.

<sup>3</sup> All section references are to the Code of Civil Procedure unless otherwise indicated.

1 District filed their answer to all complaints and cross-complaints, including AVEK's Cross-  
2 Complaint, in these coordinated actions. (Dunn Decl., Ex. B [Answer].) In their answer, District  
3 No. 40 and Rosamond Community Services District allege fourteen affirmative defenses, none  
4 addressed by AVEK's Motion. For example, the Tenth and Separate Affirmative Defense alleges  
5 that AVEK failed to join indispensable and necessary parties, namely other landowners and water  
6 producers within the Basin. Yet, AVEK's Motion fails to address this defense and does not  
7 discuss its alleged return flow rights against other landowners. For this reason alone, AVEK's  
8 Motion should be denied. (Code Civ. Proc., § 437c, subd. (p)(1).)

9 **B. The Motion's Declarations Are Largely Inadmissible Statements**

10 The moving party has the burden of making a sufficient showing that a plaintiff's claim is  
11 without merit; failure to do so must result in denial of the motion. (*City of Oceanside v. Superior*  
12 *Court* (2000) 81 Cal.App.4th 269, 273; Code Civ. Proc., § 437c, subd. (p).) To meet this burden,  
13 the moving party must support its motion "by affidavits, declarations, admissions, answers to  
14 interrogatories, depositions, and matters of which judicial notice shall or may be taken." (Code  
15 Civ. Proc., § 437c, subd. (b)(1).)

16 Supporting affidavits or declarations "shall be made by any person on personal  
17 knowledge, shall set forth admissible evidence, and shall show affirmatively that the affiant is  
18 competent to testify to the matters stated in the affidavits or declarations." (*Id.* at subd. (d).)  
19 Affidavits or declarations not based on personal knowledge, that contain hearsay or impermissible  
20 opinions, lack foundation, or are argumentative, speculative or conclusory, are insufficient.  
21 (*Gilbert v. Sykes* (2007) 147 Cal.App.4th 13, 26; *Tuchscher Development Enterprises, Inc. v. San*  
22 *Diego Unified Port District* (2003) 106 Cal.App.4th 1219, 1236, 1238.)

23 As shown in evidentiary objections concurrently filed, the Motion should be denied  
24 because most, if not all, of the declarant testimony is inadmissible. The Motion's accompanying  
25 declarations contain hearsay or impermissible opinions, lack foundation, or are argumentative,  
26 speculative or conclusory. (See Code Civ. Proc., § 437c, subd. (d); *Gilbert, supra*, 147  
27 Cal.App.4th at 26; *Tuchscher Development Enterprises, Inc., supra*, 106 Cal.App.4th at 1236,  
28 1238.)

1           C.     **The Motion Should Be Denied Because It Includes Untimely And**  
2                 **Unauthorized Filings**

3           The Court set November 13, 2013 as the deadline for filing a summary judgment motion.  
4           AVEK, however, submitted a procedurally unauthorized “Supplemental Brief” and a self-labeled  
5           “Amended Statement of Undisputed Facts” on December 14, 2013 – only thirteen days before the  
6           Public Water Suppliers’ opposition deadline. (*Id.*) By this opposition, the Public Water Suppliers  
7           object to AVEK’s procedurally improper and untimely Motion.

8           IV.   **AVEK SOLD SWP WATER TO PUBLIC WATER SUPPLIERS WITHOUT ANY**  
9                 **RESERVATION OF A RETURN FLOW CLAIM BY AVEK**

10          AVEK admits it exists “for the purpose of providing water received from the State Water  
11          Project (“SWP”) as a supplemental source of water to retail water purveyors and other water  
12          interests within AVEK’s Jurisdictional Boundaries *on a wholesale basis.*” (Dunn Decl., Ex. C at  
13          Appendix B, Resolution R-11-09 [AVEK’s 2010 UMWP] [emphasis added].) Consistent with its  
14          wholesaler status, AVEK has a contract with DWR for AVEK to receive and then deliver SWP  
15          water to Public Water Suppliers and other AVEK customers. (*Id.*; Flory Decl., Ex. 1.)

16          The Public Water Suppliers have written water purchase contracts with AVEK.  
17          (collectively, AVEK’s “Water Supply Contracts”). The Public Water Suppliers buy SWP water  
18          from AVEK pursuant to the Water Supply Contracts. They provide that “‘substantial uniformity’  
19          in those contracts is ‘desirable’ and that AVEK will ‘attempt to maintain such uniformity’  
20          between such contracts.” (Dunn Decl., Ex. C at Appendix B, Article 19, Resolution R-11-09  
21          [AVEK’s 2010 UMWP].) Many of the Public Water Suppliers, including District No. 40 and  
22          Rosamond Community Services District, entered into Water Supply Contracts with AVEK. (E.g.,  
23          Dunn Decl., Ex. E [Water Service Agreement between AVEK and District No. 40]; Declaration  
24          of Steve A. Perez (“Perez Decl.”), Ex. A [Water Service Agreement between AVEK and  
25          Rosamond Community Services District].)

26           A.     **AVEK Does Not Retain Any Interest In SWP Water Purchased By The**  
27                 **Public Water Suppliers**

28          It is well established that a selling party relinquishes all rights and interests in the sold  
property unless the seller expressly reserves an interest. (*E.g.*, Civ. Code §§ 1105 [“A fee simple



1 title is presumed to be intended to pass by a grant of real property, unless it appears from the  
2 grant that a lesser estate was intended.”] and 1084 [“The transfer of a thing transfers also all its  
3 incidents, unless expressly excepted”]; *American Enterprise, Inc. v. Van Winkle* (1952) 39 Cal.2d  
4 210, 220 [“In the absence of some exception, limitation or reservation, a grant deed is presumed  
5 to convey the grantor’s entire interest.”]; *Long Beach v. Marshall* (1938) 11 Cal.2d 609, 613-14  
6 [a transfer of real property is presumed to be a grant of fee simple title]; Com. Code § 2401 [“Any  
7 retention or reservation by the seller of the title (property) in goods shipped or delivered to the  
8 buyer is limited in effect to a reservation of a security interest. . . . Unless otherwise explicitly  
9 agreed title passes to the buyer at the time and place at which the seller completes his  
10 performance with reference to the physical delivery of the goods, despite any reservation of a  
11 security interest and even though a document of title is to be delivered at a different time or place;  
12 and in particular and despite any reservation of a security interest by the bill of lading . . . [i]f the  
13 contract requires delivery at destination, title passes on tender there.”].)

14 Pursuant to the terms of AVEK’s Water Supply Contracts, AVEK sells SWP water to the  
15 Public Water Suppliers. (*E.g.*, Dunn Decl., Ex. E and Perez Decl., Ex. A [AVEK’s Water Service  
16 Agreements].)

17 AVEK admits its Water Supply Contracts do not mention return flows let alone reserve an  
18 interest in the SWP water. (Motion at p. 8.) The written agreements’ complete silence on return  
19 flows is relevant because the Water Supply Contracts reference the Public Water Suppliers’  
20 groundwater rights. Article 3a of the Water Supply Contracts provides:

21 Because it may be necessary that consumer maintain and operate  
22 his own wells to provide for his own system peak demands and as  
23 an emergency reserve water supply, *it is advisable that consumer*  
*retain and protect his rights to groundwater.*

24 *In the event there is an adjudication of the groundwater basin or*  
25 *any of its sub-units, the Agency will assist the Consumers, if the*  
*latter so desire, in retaining their rights in the groundwater*  
*supply.*

26 (*E.g.* Dunn Decl., Ex. E [AVEK’s Water Service Agreement, Article 3a] [emphasis added].)

27 The agreements explicit reference to the Public Water Supplier groundwater rights,  
28 together with no reference to any AVEK groundwater disposes any notion that that AVEK has

1 return flow rights. AVEK sold SWP water to its Public Water Suppliers customers and that they  
2 have complete and undivided interest to the SWP water purchased from AVEK. Stated simply,  
3 AVEK has no right to return flows.

4 **B. Other Provisions of AVEK's Water Supply Contracts Recognize The Public**  
5 **Water Suppliers' Return Flow Rights**

6 Civil Code Section 1641 provides: "The whole of a contract is to be taken together, so as  
7 to give effect to every part, if reasonably practicable, each clause helping to interpret the other."  
8 Not only do AVEK's Water Supply Contracts lack any reservation of a return flow interest on the  
9 part of AVEK, but the Contracts establish return flow rights for the Public Water Suppliers.

10 For example, the Water Supply Contracts' Article 11 provides that once AVEK delivers  
11 the SWP water to the Public Water Suppliers, AVEK shall not be liable "for the control, carriage,  
12 handling, *use*, disposal, distribution or changes occurring in the quality of such water supplied to  
13 the Consumer or for claim of damages of any nature . . . ; and the Consumer shall indemnify and  
14 hold harmless [AVEK] . . . from any such damages or claims of damages . . . ." (Dunn Decl., Ex.  
15 E [AVEK's Water Service Agreement] [emphasis added].) Thus, AVEK disclaims any  
16 responsibility and therefore any interest in the use of SWP water purchased by the PWS. By now  
17 arguing that it somehow has groundwater rights to return flows, AVEK asks the Court to adopt an  
18 absurd interpretation of the Water Supply Contracts that would allow AVEK to claim return  
19 flows while being indemnified and held harmless by the Public Water Suppliers for any liability  
20 associated with their return flow uses.

21 **V. UNDER GENERAL PRINCIPLES OF WATER LAW, THE PUBLIC WATER**  
22 **SUPPLIERS HAVE THE RIGHT TO RETURN FLOWS OF STATE WATER**  
23 **PROJECT WATER THAT AVEK WHOLESALES AND DELIVERS.**

24 **A. Case Law Supports the Public Water Suppliers' Right To Recapture and Use**  
25 **the SWP Water Return Flows**

26 In *City of Glendale* (1943) 23 Cal.2d 68 and *City of San Fernando* (1975) 14 Cal.3d 199,  
27 the California Supreme Court established the two basic principles governing return flows. First,  
28 the court in both cases held that an importer of water has the right to the return flows of water that  
the importer spreads into the groundwater basin with the intent of recapturing and using the water  
later. Second, the court in *City of San Fernando* held that—with respect to water that the

1 importer sells and delivers to a local water district, which the local district then delivers to the  
2 ultimate user—the local water district has the right to the return flows. Taken together these  
3 cases support the conclusion that the Public Water Suppliers, not AVEK, have the right to return  
4 flows of SWP water that AVEK wholesales and delivers to the Public Water Suppliers.  
5 Moreover, the California Supreme Court’s decisions have recently been upheld by the Court of  
6 Appeal in *City of Santa Maria v. Adam* (2012) 211 Cal.App.4th 266, 301-303, which held that  
7 retail purchasers of SWP water are entitled to return flows attributed to their respective water  
8 purchases. Stated simply, retail purchasers like the Public Water Suppliers here, are the  
9 “importers” of SWP water. Thus, AVEK’s claim that it has the right to the return flows of the  
10 latter water supply is contradicted by and inconsistent with these decisions.

11 1. The *City of Glendale* Decision

12 In *City of Glendale, supra*, the City of Los Angeles (“Los Angeles”) transported water  
13 through its own aqueduct from the Owens River in northern California to the San Fernando  
14 Valley.<sup>4</sup> Los Angeles spread a portion of this water in gravel pits and spreading grounds “with  
15 the object of having it sink beneath the surface to join the other water in the valley and flow with  
16 it down the valley until it reached plaintiff’s [Los Angeles’] diversion works.” (*City of Glendale,*  
17 *supra*, 23 Cal.2d at 76.) Los Angeles sold another portion of the water to the farmers in the San  
18 Fernando Valley, with the intent that the waters, after they had been used and seeped into the  
19 ground, would then “join[] the normal and spread waters” as they flowed down the valley and  
20 would then be available for Los Angeles’ use. (*Id.*) As the court noted, Los Angeles sold the  
21 water to the farmers because otherwise “the water would have seeped underground in other  
22 valleys without reaching a destination where it could be recovered.” (*Id.*)

23 The California Supreme Court concluded that Los Angeles had the right to the return  
24 flows of both forms of water, because it was spreading some waters and selling other waters with  
25 the specific intent of transporting the waters through the valley and recapturing and using them

26  
27 <sup>4</sup> Although Los Angeles is a member of, and purchases water from, the Metropolitan Water  
28 District of Southern California (“MWD”), the dispute in *City of Glendale* concerned only the  
water that Los Angeles transported through its aqueduct from the Owens River, and not the water  
that Los Angeles purchased from MWD.

1 later. (*Id.*) The court started that Los Angeles “did not abandon that right when it spread the  
2 water for the purpose of economical transportation and storage.” (*Id.*) “By availing itself of these  
3 natural reservoirs,” the court stated, Los Angeles “spared its citizens the cost of financing the  
4 construction of additional dams. . . .” (*Id.*) Thus, *City of Glendale* holds that where an importer  
5 transports water from one location to another for its later use, such as by spreading the water or  
6 selling it to the ultimate user with the intent in both cases of recapturing and using the water later,  
7 the importer has the right to recapture and use the return flows, and has not “abandoned” the  
8 right.

9 *City of Glendale* does not support AVEK’s claim that it has the right to the return flows of  
10 SWP water that AVEK sells to the Public Water Suppliers. It is one thing for an importer to  
11 transport water through a groundwater basin with the intent of recapturing and using the water  
12 later, as Los Angeles did in *City of Glendale*. It is an entirely different matter for the importer to  
13 sell and deliver the water to a local water public water supplier, which then delivers the water  
14 through its own distribution system to the ultimate user. In the former instance, the importer has  
15 put its own water in an underground bank for its later use; in the latter, the importer has sold and  
16 delivered the water to someone else, and cannot claim that the water somehow still belongs in its  
17 underground bank. In the former instance, the importer is the “importer” of its own water, but, in  
18 the latter, the local water agency has become the “importer,” by importing the water through its  
19 own distribution system to the ultimate user.

## 20 2. The *City of San Fernando* Decision

21 In *City of San Fernando*, *supra*, the Cities of Los Angeles, Glendale and Burbank  
22 (respectively, “Los Angeles,” “Glendale” and “Burbank”) respectively claimed the right to the  
23 return flows of various waters that were imported into the Upper Los Angeles River Area  
24 (“ULARA”), which includes most of the San Fernando Valley. (*City of San Fernando*, *supra*, 14  
25 Cal.3d at 208-209.) The imported waters fell into three categories: (1) the waters of the Owens  
26 River and Mono Lake Basin that Los Angeles diverted and transported through its own aqueduct  
27 to its facilities in the ULARA; (2) the waters of the Colorado River that Los Angeles purchased  
28 from the Metropolitan Water District of Southern California (“MWD”), which MWD delivered to

1 the ULARA for Los Angeles' use; and (3) the waters of the Colorado River that Glendale and  
2 Burbank purchased from MWD, and that MWD delivered to the ULARA for Glendale's and  
3 Burbank's use. (*Id.* at 208-210, 255-256.)<sup>5</sup>

4 The California Supreme Court held, first, that Los Angeles had the right to the return  
5 flows of water that it imported from the Owens River and Mono Lake Basin through its own  
6 aqueduct to the ULARA, and that Glendale and Burbank did not have the right to these return  
7 flows. (*Id.* at 256-260.) The court stated that it had earlier decided this issue in *City of Glendale*,  
8 and that Los Angeles had the right to the return flows for the same reason that it was held to have  
9 the right in *City of Glendale*. (*Id.*)<sup>6</sup>

10 Second, and more importantly here, the Supreme Court held that all three cities—Los  
11 Angeles, Glendale and Burbank—had the right to return flows of Colorado River water that they  
12 had purchased from MWD, and that MWD had delivered to them. (*Id.* at 260-261.) Thus, Los  
13 Angeles had the right to return flows of Colorado River water that it purchased from MWD, and  
14 Glendale and Burbank had the right to return flows of Colorado River water that they purchased  
15 from MWD. *Id.* The court stated:

16 Defendants Glendale and Burbank ***each delivers imported MWD***  
17 ***water to users within its territory*** in the San Fernando basin and  
18 each has been extracting ground water in the same territory before  
19 and after the importation. Accordingly, ***each has rights to***  
20 ***recapture water attributable to the return flow from such***  
21 ***deliveries*** for the same reason that plaintiff [Los Angeles] has this  
22 right. These multiple rights necessitate the apportionment of the  
23 ground water derived from return flow into the amounts attributable  
24 to the important deliveries of each defendant and plaintiff.

25 (*Id.* at 260-261 [emphasis added].)

26 <sup>5</sup> In addition, of the water that Los Angeles transported from the Owens River and Mono Lake  
27 Basin through its aqueduct, Los Angeles spread "relatively small quantities" of this water into the  
28 groundwater basin, in order to recharge the basin and "recapture the water thus stored." (*City of*  
*San Fernando*, 14 Cal.3d at 256, & n. 48, 262-263.) The California Supreme Court held that Los  
Angeles had the right to the return flows from this spread water, just as it had held earlier in *City*  
*of Glendale*. (*Id.* at 263-264.)

<sup>6</sup> The court held that its earlier adjudication of Glendale's and Burbank's claims to the return  
flows in *City of Glendale* did not bar Glendale's and Burbank's claims in the instant case—  
because the earlier decision considered only return flows from agricultural, or "irrigation," use by  
"farmers," and the instant case involved return flows from non-agricultural uses—but that the  
same principles that apply in cases involving non-agricultural uses also apply in cases involving  
agricultural uses. (*City of San Fernando*, 14 Cal.3d at 213, 258-259.)

1 The California Supreme Court's decision in *City of San Fernando* is determinative, here.  
2 The court held that "each [city] delivers imported MWD water to users within its territory," and  
3 "each has rights to recapture water attributable to the return flow from such deliveries" of MWD-  
4 imported water. (*Id.*) The court thus held that where MWD, which imports Colorado River water  
5 through its own aqueduct, sells and delivers the water to the three cities, which then provide the  
6 water to their customers for ultimate use, the return flows of the MWD-imported water belong to  
7 the three cities. In the instant case, AVEK stands in the same place as MWD and the Public  
8 Water Suppliers stand in the places of the three cities, because AVEK sells and delivers imported  
9 SWP water to the Public Water Suppliers, which then provide the water to their customers for  
10 ultimate use. Because the California Supreme Court held that the three cities have the right to the  
11 return flows of MWD-imported water in *City of San Fernando*, the Public Water Suppliers have  
12 the right to the return flows of AVEK-imported water here. *City of San Fernando* thus supports  
13 the Public Water Suppliers' argument that the return flows belong to them, and rejects AVEK's  
14 argument that the return flows belong to it.

15 AVEK argues that *City of San Fernando* is distinguishable because the Public Water  
16 Suppliers "are merely customers of AVEK," while the three cities in *City of San Fernando* were  
17 all "member agencies" of MWD, in that their representatives "were members of MWD's Board of  
18 Directors" and thus participated in the governance and policy decisions of MWD. (Motion at p.  
19 11.) AVEK's attempt to distinguish *City of San Fernando* is misplaced, for three main reasons.  
20 First, although the three cities in *City of San Fernando* were and are member agencies of MWD,  
21 MWD still sells and delivers water to them pursuant to water delivery contracts between MWD  
22 and the cities. Thus, the relationship between MWD and the cities, with respect to MWD's sales  
23 and delivery of Colorado River water, is an arms-length contractual relationship, and is not one in  
24 which MWD is essentially selling and delivering water to itself. AVEK's claim that *City of San*  
25 *Fernando* is distinguishable because the cities are member agencies of MWD is belied by the  
26 actual contractual relationship between these entities. The fact that some cities that buy water  
27 from MWD may also be member agencies of MWD is of no relevance or consequence in  
28 determining the rights and interests of the parties in their contractual relationships.

1 Second, MWD's relation to the cities are akin to AVEK's relationship to the Public Water  
2 Suppliers. For example, MWD's calculation of how much water each of the three cities in *City of*  
3 *San Fernando* are entitled is similar to how AVEK determines how much its SWP water should  
4 be delivered to its customers. Each city in *City of San Fernando*:

5 has a preferential right to purchase from [MWD] for distribution . . .  
6 the proportion of the water served by [MWD] that, from time to  
7 time, shall bear the same ratio of all of the water supply of [MWD]  
8 as the total accumulation of amounts paid by such municipality to  
9 [MWD] on tax assessments and otherwise, excepting the purchase  
10 of water, toward the capital cost and operating expense of the  
11 District's works shall bear to the total of such payments received by  
12 [MWD] from all of its municipalities.

13 (Motion at p. 11.) In other words, water received by each city shall be reflective of the total  
14 amount paid by such city. Similarly, the Antelope Valley-East Kern Water Agency Law ("AVEK  
15 Law"), which authorizes, establishes, and empowers AVEK, contains a similar provision.

16 Section 61.1 of AVEK Law provides:

17 ***The agency shall whenever practicable, distribute and apportion***  
18 ***the water purchased from the State of California or water obtained***  
19 ***from any other source as equitably as possible on the basis of total***  
20 ***payment by a district or geographical area within the agency***  
21 ***regardless of its present status, of taxes, in relation that such***  
22 ***payment bears to the total taxes and assessments collected from***  
23 ***all other areas.***

24 ***It is the intent of this section to assure each area or district its fair***  
25 ***share of water based upon the amounts paid into the agency, as***  
26 ***they bear relation to the total amount collected by the agency.***

27 (Stats. 1959, ch. 2146, p. 5114, Deering's Ann. Wat.-Uncod. Acts (2013) Act 580, § 61.1  
28 [emphasis added].)

29 Third, nothing in *City of San Fernando* indicates that its analysis of the rights of the three  
30 cities was based on the fact that they were member agencies of MWD. The Court did not even  
31 mention this fact in its analysis. AVEK goes so far as to attempt to distinguish *City of San*  
32 *Fernando* on grounds that *City of San Fernando* did not even mention, and that were  
33 inconsequential in the Court's analysis. Thus, there is no basis for distinguishing *City of San*  
34 *Fernando* on grounds that the three cities that purchased MWD-imported water were members of  
35 MWD.

1                   3.       The *City of Santa Maria* Decision

2               The recent appellate court decision in *City of Santa Maria, supra*, 211 Cal.App.4th 266,  
3 301-302 cites *City of Glendale* and *City of San Fernando* in upholding the right of the City of  
4 Santa Maria to return flows. In that case the City was in the same position as the Public Water  
5 Suppliers here and there was no consideration that the return flow right should go to the  
6 Department of Water Resources or Central Coast Water Authority (who was the State Water  
7 Contractor like AVEK is here). Stated simply, retail purchasers like the Public Water Suppliers  
8 here, are the “importers” of SWP water.

9               AVEK spends numerous pages attempting, unsuccessfully, to distinguish *City of Santa*  
10 *Maria* from the present action by improperly referencing contracts and resolutions that allegedly  
11 assigned City of Santa Maria’s public water suppliers specific entitlements to Santa Barbara  
12 County Flood Control and Water Conservation District’s SWP contract rights; whereas here the  
13 Public Water Suppliers did not enter such agreements with AVEK. (Motion at pp. 13-16.) This  
14 is a distinction without a difference.

15              Like Central Coast Water Authority, the SWP wholesaler in *City of Santa Maria*, AVEK  
16 is a SWP wholesaler that delivers SWP water only when a retail water purchaser requests and  
17 pays for the SWP water. In fact, AVEK would only schedule water delivery from DWR for the  
18 quantity of water on which the Public Water Suppliers have advanced. (Dunn Decl., Ex. F [June  
19 13, 1980 AVEK Letter].) It is only because of the purchase by the retail water purchasers, like  
20 District No. 40 here, and the City of Santa Maria in *City of Santa Maria* that SWP water is  
21 actually imported. If purchasers, like District No. 40 do not buy and import the SWP water into  
22 the Antelope Valley Basin, AVEK would not wholesale purchase the SWP water and the SWP  
23 water would not reach the Basin. (Dunn Decl., Ex. F [June 13, 1980 AVEK Letter].)

24              In recognizing the Public Water Supplier’s right to the return flows, *City of Santa Maria*  
25 held the return flow right “means that one who brings water into a watershed may retain a prior  
26 right to it even after it is used.” (*City of Glendale, supra*, 23 Cal.2d at 76–77.) The practical  
27 reason for the rule is that the importer should be credited with the “fruits ... of his endeavors in  
28 bringing into the basin water that would not otherwise be there.” (*City of Santa Maria, supra*, 211



1 Cal.App.4th at 301.)

2 A wholesaler entity, like AVEK or Central Coast Water Authority in *City Santa Maria*  
3 only delivers SWP water when a public water supplier retailer or other purchaser pays for it. It is  
4 the public water supplier or other purchaser of SWP water who imports the SWP water into the  
5 Basin that would not otherwise be there. The actual water importers here, as in *City of Santa*  
6 *Maria* are the public water suppliers and other SWP purchasers because without their purchases,  
7 no SWP water would be imported into the Basin.

8 **B. Matters Not Considered by the Courts in *City of San Fernando* and *City of***  
9 ***Santa Maria* Should not Be Considered**

10 In its Motion, AVEK improperly attempts to introduce extraneous records and  
11 information not stated in the *City of San Fernando* and *City of Santa Maria* decisions, or that does  
12 not appear in the records of those cases. (Motion at pp. 10-16.) Introduction of facts not  
13 considered by the deciding courts are inappropriate. (8 Witkin Sum. Cal. Law Const. Law § 1108  
14 [“A case is only authority for a point decided, and the ratio decidendi is ordinarily discovered by  
15 examining the court’s opinion.”].) *Ratio decidendi*, or “[t]he principle of the case, is found by  
16 taking account (a) of the facts treated by the judge as material, and (b) his decision as based on  
17 them.” (*Achen v. Pepsi-Cola Bottling Co. of Los Angeles* (1951) 105 Cal.App.2d 113, 124.) Facts  
18 not treated by the court as material should not be considered as part of the principle of case. (*Id.*)  
19 While some courts have reviewed records on appeal and briefs to examine the facts and issues of  
20 the prior case, AVEK provided no authority that allows this Court to examine facts that were not  
21 sufficiently important or material to be included in either of the *City of San Fernando* and *City of*  
22 *Santa Maria* decisions and, in any event, certainly were not part of the appellate decision. (9  
23 Witkin Cal. Proc. Appeal § 510.) The Public Water Suppliers hereby object to AVEK attempts to  
24 rewrite the *City of San Fernando* and *City of Santa Maria* decisions or attempt to introduce  
25 information and material here not stated in the decisions.

26 **C. If the Wholesaler is an “Importer” of SWP Water, DWR is the “Importer”**

27 AVEK’s contention that it has the right to the return flows because it is the “importer” of  
28 the water, is internally inconsistent. DWR is the original “importer” of SWP water under

1 AVEK's contradictory logic, because DWR develops the water, sells it to AVEK, and then  
2 transports it to AVEK through its—DWR's—own aqueduct. If, as AVEK argues, the "importer"  
3 of water has the right to the return flows irrespective of whether the importer sells and delivers  
4 the water to another entity, then DWR has the right to the return flows of the SWP water that it  
5 sells and delivers to AVEK, and AVEK does not have this right. AVEK cannot logically claim  
6 that—as between DWR and AVEK—AVEK has the right to the return flows even though DWR  
7 is the original "importer," but that—as between AVEK and the Public Water Suppliers—AVEK  
8 has the right to the return flows because it is the "importer." Although the SWP water would not  
9 be available to the Public Water Suppliers if AVEK had not delivered it to them, the SWP water  
10 would not be available to AVEK if DWR had not delivered it to AVEK. Thus, AVEK's  
11 argument that it has the right to return flows because it is the "importer" suffers from a flawed  
12 premise.

13 In fact, when AVEK sells and delivers SWP water to the Public Water Suppliers, the  
14 Public Water Suppliers themselves become the "importers" of the water, because they transport,  
15 and thus "import," the water from the places where they receive the water to the places where the  
16 water is ultimately used by households, farms, industrial plants, and other such places. Thus,  
17 there are numerous "importers" of SWP water, as the water is transported from the rivers of  
18 northern California to the ultimate places of use in southern California. AVEK's argument—that  
19 it alone is the "importer" and thus entitled to the return flows—improperly focuses on a single,  
20 isolated part of the long and complicated chain of distribution and importation of SWP water,  
21 rather than focusing on the chain as a whole. By focusing on an isolated part of the chain,  
22 AVEK's argument is wholly random and arbitrary.

23 **VI. AVEK FAILS TO DEMONSTRATE INTENT TO RECAPTURE RETURN**  
24 **FLOWS FROM SWP WATER**

25 AVEK asserts that it manifested its intent to recapture SWP water by filing a pleading  
26 claiming return flows. AVEK misreads the intent requirement set forth under *City of San*  
27 *Fernando*, which provides:

28 The trial court made findings that no party delivered imported  
waters to others with the intent or purpose of later recapturing it . . .

1 . It is unnecessary for us to rule on any of these contentions  
2 because the parties' respective rights to the return flow derived  
3 from delivered imported water in this case do not depend on  
4 plaintiff's intent prior to importation. From the beginning of  
5 plaintiff's delivery of imported water to users in the San Fernando  
6 basin up to the present time, a return flow from such deliveries has  
7 augmented the basin's ground supply. *From an even earlier time*  
8 *up to the present, plaintiff has relied and regularly drawn upon*  
9 *that same basin supply for its municipal water distribution system*  
10 *and has claimed the native waters of the basin under its pueblo*  
11 *right.* [] All these deliveries of imported water have been inside  
12 plaintiff's city limits and all plaintiff's extractions and diversions  
13 from the basin have occurred either within the city or in areas long  
14 since annexed to the city. *Since the deliveries and withdrawals*  
15 *were thus "within plaintiff's reservoir" (City of L. A. v. City of*  
16 *Glendale, supra, 23 Cal.2d at p. 78), the allegation of an intent to*  
17 *recapture the return waters in the present complaint, filed in*  
18 *1955, was sufficient for purposes of the present case to establish*  
19 *whatever rights would have arisen from plaintiff's manifestation*  
20 *of such an intent before commencing importation in 1915.*  
21 *(Stevens v. Oakdale Irr. Dist., supra, 13 Cal.2d 343 [emphasis*  
22 *added].)*

23 AVEK selectively quotes from only the last sentence to the above paragraph to suggest that the  
24 mere filing of a pleading alleging return flows was sufficient to establish intent. (Motion at p. 7.)  
25 A complete reading of the *City of San Fernando* decision, however, indicates that an importer  
26 *must* make a showing of historical pumping of groundwater from the basin for its distribution  
27 system before it can rely solely on its pleading to prove intent to recapture return flows.

28 Here, AVEK has not demonstrated that it has pumped groundwater from the Basin; rather,  
AVEK simply alleges, without supporting evidence, that it "owns wells capable of recapturing  
return flows." (Motion at p. 8.) In fact, in an ordinance adopted on June 19, 2007—almost a year  
after AVEK filed its cross-complaint AVEK admits that it "*does not own or operate any*  
*facilities that can produce reclaimed water or native groundwater.*" (Dunn Decl., Ex. C at  
Appendix B, Ordinance O-07-2 [AVEK's 2010 UMWP] [emphasis added].)

By contrast, the Public Water Suppliers have been pumping groundwater from the Basin  
prior to the initiation of these coordinated actions, and have manifested their intent to pump by  
filing their Cross-Complaint, and thereby satisfying the intent requirement under *City of San*  
*Fernando*. Moreover, the Public Water Suppliers have asserted their return flow rights in  
pleadings since the inception of the adjudication proceedings.

1 **VII. AVEK'S COSTS ARGUMENTS DO NOT SUPPORT ITS RETURN FLOW**  
2 **CLAIM**

3 AVEK dedicated pages to a convoluted and misleading argument that the Public Water  
4 Suppliers do not pay for the full costs of SWP water and therefore cannot own the full right and  
5 use of SWP water they purchase from AVEK. (Motion at pp. 17-20.) The costs arguments fail  
6 for many reasons. First, how much the Public Water Suppliers pay for their SWP water is  
7 irrelevant because the sale of SWP water by AVEK to the Public Water Suppliers is governed by  
8 the Water Supply Contracts. Article 13 of the Water Supply Contract provides:

9 Payment of all charges shall be made at the rates, times and in the  
10 manner provided for in the "Rules and Regulations for Distribution  
11 of Water, Antelope Valley-East Kern Water Agency" . . . . On or  
12 before July 1st of each year, the ***Agency shall adopt by resolution  
of the Board of Directors the water rate in dollars per acre-foot***  
13 which will be charged for water to be delivered in the next  
14 succeeding year.

15 (Dunn Decl., Ex. E [AVEK's Water Service Agreement] [emphasis added].)

16 AVEK has unilateral control and authority to set the price of SWP water it sells to the  
17 Public Water Suppliers and that rate may bear no relation with the actual costs of SWP water. In  
18 fact, AVEK Law ***requires*** AVEK to:

19 ***shall fix such rate or rates for water in the agency and in each***  
20 ***improvement district therein as will result in revenues which will***  
21 ***pay the operating expenses of the agency, and the improvement***  
22 ***district, provide for repairs and depreciation of works, provide a***  
23 ***reasonable surplus for improvements, extensions, and***  
24 ***enlargements, pay the interest on any bonded debt, and provide a***  
25 ***sinking or other fund for the payment of the principal of such***  
26 ***debt as it may become due.*** Said rates for 574 water in each  
27 improvement district may vary from the rates of the agency and  
28 from other improvement districts therein.

(Stats. 1959, ch. 2146, p. 5114, Deering's Ann. Wat.—Uncod. Acts (2013) Act 580, § 77  
[emphasis added].)

24 In other words, rates paid by the Public Water Suppliers, in accordance with their  
25 respective Water Supply Contract, not only pays for SWP water, but also for numerous other  
26 operating expenses and debts incurred by AVEK. Thus, these rates bear no relation or relevance  
27 to whether either AVEK or the Public Water Suppliers are entitled to return flows.

28 Second, to the extent that the costs are relevant to the return flow causes of action,

1 AVEK's calculation of costs per acre-feet of water are flawed because: (1) instead of calculating  
2 costs or amounts paid by AVEK "to insure participation [in SWP], and to construct, maintain and  
3 operate the 'infrastructure' needed to import, transport, treat and deliver [SWP] water, AVEK  
4 used the amount paid by taxpayers, not AVEK (Motion at 17.); and (2) AVEK's calculation  
5 includes costs associated with infrastructure, not water. (Dunn Decl., Ex. G [Aug. 11, 1987  
6 AVEK letter] ["[T]he pricing policy of AVEK requires a water rate for deliveries outside the  
7 Agency service area that reflects full recovery of costs, including *capital for associated capacity*  
8 *in Agency facilities, that are otherwise received from property taxes within the Agency service*  
9 *Area.*"] [emphasis added].) Charges associated with infrastructure should not be included in costs  
10 of water because while payments made under AVEK's Water Supply Contract are based on the  
11 amount of SWP water received from AVEK, payments from SWP contractors to DWR bear no  
12 relation to whether the SWP contractor actually receives water from DWR. (*Antelope Valley-*  
13 *East Kern Water Agency v. Local Agency Formation Com. ("Agua Dulce")* (1988) 204  
14 Cal.App.3d 990, 995 ["Payment of obligations is required even if contracting agencies have not  
15 yet received any water."] [citing *Goodman v. County of Riverside* (1983) 140 Cal.App.3d 900,  
16 904 fn. 2].) Consequently, even if costs of SWP water are relevant to the return flows causes of  
17 action, AVEK's cost methodology is flawed.

18 Third, AVEK is likely receiving payments from taxpayers located outside of AVEK's  
19 jurisdiction. In *Agua Dulce, supra*, an association of homeowners sought to detach their property  
20 from the territories of AVEK and was granted relief by the Local Agency Formation Commission  
21 of Los Angeles County ("LAFCO") from further tax payments and assessments to AVEK. (*Agua*  
22 *Dulce*, 204 Cal.App.3d at 991-92.) AVEK initiated a writ of mandate proceeding to set aside  
23 LAFCO's decision, and the Court of Appeal agreed with AVEK that even though the  
24 homeowners have detached themselves from AVEK and can never benefit from SWP water  
25 delivered to the region by AVEK, they must continue to pay taxes and assessments to AVEK.  
26 (*Id.* at 995 [Under AVEK Law "the taxable property shall continue taxable by AVEK for the  
27 purpose of paying the bonded indebtedness to the same extent it would have been taxable if  
28 exclusion had not occurred."].) Consequently, although the property taxes and assessments may

1 pay for AVEK's indebtedness, infrastructure and/or operational costs, they bear no relation to the  
2 actual cost of the SWP water.

3 Fourth, AVEK's cost calculation ignores payments by Public Water Suppliers' customers  
4 for "Capital Facilities Charges" they must pay to AVEK. (See Dunn Decl., Ex. D [list of the  
5 current Capital Facilities Charges].) Each Public Water Supplier customer who is not already  
6 connected to the AVEK's infrastructure must pay the stated Capital Facilities Charges for the  
7 connection.

8 Fifth, AVEK's cost calculation does not take into consideration of payments made by the  
9 Public Water Suppliers for AVEK's infrastructure that are not related to actual purchase of water.

10 Article 5 of the Water Supply Contracts provides:

11 Consumer shall make application to Agency for water service  
12 connections through which all or a portion of the water to be  
13 delivered pursuant to this Agreement shall be delivered to  
14 Consumer. Consumer agrees to pay any and all costs incurred by  
15 Agency for the design; construction, inspection, operation and  
16 maintenance of water service connections) serving Consumer.  
Application and payment for water service connections shall be in  
accordance with the procedures set forth in the Rules and  
Regulations. After the same have been Constructed, Agency shall  
own the water service connections and all appurtenances and  
facilities a part thereof and related thereto.

17 (Dunn Decl., Ex. E [AVEK's Water Service Agreement].)

18 Under this provision, the Public Water Suppliers are to pay for water service connections  
19 built and owned by AVEK. Nowhere in AVEK's Motion are these payments considered.

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1 **VIII. CONCLUSION**

2 For each reasons stated above, AVEK's Motion for Summary Adjudication should be  
3 denied.

4 Dated: December 27, 2013

BEST BEST & KRIEGER LLP

By 

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JEFFREY V. DUNN  
WENDY Y. WANG

Attorneys for Cross-Complainant  
LOS ANGELES COUNTY WATERWORKS  
DISTRICT NO. 40

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**PROOF OF SERVICE**

I, Kerry V. Keefe, declare:

I am a resident of the State of California and over the age of eighteen years, and not a party to the within action; my business address is Best Best & Krieger LLP, 5 Park Plaza, Suite 1500, Irvine, California, 92614. On December 27, 2013, I served the within document(s):

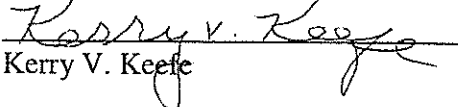
**OPPOSITION TO ANTELOPE VALLEY-EAST KERN WATER AGENCY'S  
MOTION FOR SUMMARY ADJUDICATION**

- ☒ by posting the document(s) listed above to the Santa Clara County Superior Court website in regard to the Antelope Valley Groundwater matter.
- ☐ by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at Irvine, California addressed as set forth below.
- ☐ by causing personal delivery by ASAP Corporate Services of the document(s) listed above to the person(s) at the address(es) set forth below.
- ☐ by personally delivering the document(s) listed above to the person(s) at the address(es) set forth below.
- ☐ I caused such envelope to be delivered via overnight delivery addressed as indicated on the attached service list. Such envelope was deposited for delivery by Federal Express following the firm's ordinary business practices.

I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on December 27, 2013, at Irvine, California.

  
Kerry V. Keefe



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WATERWORKS DISTRICT NO. 40

EXEMPT FROM FILING FEES  
UNDER GOVERNMENT CODE  
SECTION 6103

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SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES – CENTRAL DISTRICT

ANTELOPE VALLEY GROUNDWATER  
CASES

Included Actions:  
Los Angeles County Waterworks District No.  
40 v. Diamond Farming Co., Superior Court of  
California, County of Los Angeles, Case No.  
BC 325201;

Los Angeles County Waterworks District No.  
40 v. Diamond Farming Co., Superior Court of  
California, County of Kern, Case No. S-1500-  
CV-254-348;

Wm. Bolthouse Farms, Inc. v. City of  
Lancaster, Diamond Farming Co. v. City of  
Lancaster, Diamond Farming Co. v. Palmdale  
Water Dist., Superior Court of California,  
County of Riverside, Case Nos. RIC 353 840,  
RIC 344 436, RIC 344 668;

RICHARD WOOD, on behalf of himself and  
all other similarly situated v. A.V. Materials,

Judicial Council Coordination Proceeding  
No. 4408

CLASS ACTION

Santa Clara Case No. 1-05-CV-049053  
Assigned to the Honorable Jack Komar

PUBLIC WATER SUPPLIERS'  
SEPARATE STATEMENT OF DISPUTED  
MATERIAL FACTS IN OPPOSITION TO  
AVEK'S MOTION FOR SUMMARY  
ADJUDICATION

*[Filed concurrently with Opposition,  
Request for Judicial Notice and  
Declarations of Jeffrey V. Dunn and Steve  
A. Perez]*

1 Inc., et al., Superior Court of California,  
2 County of Los Angeles, Case No. BC509546.

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24 Community Services District, North Edwards Water  
25 District, Llano Del Rio Water Company, Llano  
26 Mutual Water Company, and Big Rock Mutual Water  
27 Company

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Los Angeles County Waterworks District No. 40, City of Palmdale, City of Lancaster, Rosamond Community Services District, Littlerock Creek Irrigation District, Palm Ranch Irrigation District, Desert Lake Community Services District, North Edwards Water District, Llano Del Rio Water Company, Llano Mutual Water Company, Big Rock Mutual Water Company, Quartz Hill Water District, and California Water Service Company (collectively, "Public Water Suppliers") submit this separate statement of disputed and undisputed material facts in response to Antelope Valley-East Kern Water Agency's ("AVEK") Amended Statement of Undisputed Facts.

No.	Moving Party's Undisputed Material Facts and Supporting Evidence:	Opposing Parties' Response:
1.	<p>In 1959, residents of Kern, Ventura and Los Angeles Counties formed AVEK for the purpose of contracting with the State for the purchase and delivery of supplemental State Water Project [SW] water for use in AVEK's service area within the Antelope Valley (California Water Code Appendix 98-1, et seq.)</p> <ul style="list-style-type: none"> <li>Dan Flory dec., ¶ 2.</li> </ul>	<p>Disputed. AVEK has not produced admissible evidence in support of its contention.</p> <p>Evidentiary Objections to Declaration of Dan Flory ("Objections to Flory Decl.") at p. 1: Lack of personal knowledge; lack of foundation; inadmissible hearsay; inadmissible testimony regarding content of a writing.</p>
2.	<p>In 1962, AVEK signed a Water Supply Contract with the State (Exhibit 1 hereto) to insure delivery of SWP water to supplement Antelope Valley groundwater.</p> <ul style="list-style-type: none"> <li>Dan Flory dec., ¶ 3; Exhibit 1.</li> </ul>	<p>Disputed. AVEK has not produced admissible evidence in support of its contention.</p> <p>Objections to Flory Decl. at p. 2: Lack of personal knowledge; lack of foundation; inadmissible hearsay; inadmissible testimony regarding content of a writing.</p>
3.	<p>Of the 29 State Project Water Contractors, AVEK has the third largest water entitlement, which allows AVEK to take an annual maximum entitlement of up to 141,000 AF of Imported Water.</p>	<p>Disputed. AVEK has not produced admissible evidence in support of its contention.</p> <p>Public Water Suppliers, not AVEK, imported the SWP water to the Basin. AVEK would not have deliver the SWP</p>

	<ul style="list-style-type: none"> <li>Dan Flory dec., ¶ 4.</li> </ul>	<p>water to the Public Water Suppliers, but for the Public Water Suppliers' request for such water. (Declaration of Jeffrey V. Dunn ("Dunn Decl."), Ex. F [June 13, 1980 AVEK Letter].)</p> <p>Objections to Flory Decl. at pp. 2-3: Lack of personal knowledge; lack of foundation; speculative; inadmissible hearsay; inadmissible testimony regarding content of a writing.</p>
4.	<p>Due to environmental, supply and climate limitations inherent in the State Water Project, AVEK's contract with the State of California has a delivery reliability factor of approximately 60% of AVEK's annual entitlement of \$141,000 AF.</p> <ul style="list-style-type: none"> <li>Dan Flory dec., ¶ 5.</li> </ul>	<p>Disputed. AVEK has not produced admissible evidence in support of its contention.</p> <p>Objections to Flory Decl. at pp. 3-4: Lack of personal knowledge; lack of foundation; speculative; inadmissible hearsay; inadmissible testimony regarding content of a writing; vague.</p>
5.	<p>By far, AVEK imports more SWP water into the area of adjudication than does any other State Water Contractor.</p> <ul style="list-style-type: none"> <li>Dan Flory dec., ¶ 6.</li> </ul>	<p>Disputed. AVEK has not produced admissible evidence in support of its contention.</p> <p>Public Water Suppliers, not AVEK, imported the SWP water to the Basin. AVEK does not deliver SWP water to the Public Water Suppliers and other AVEK customers but for their request and payment for the SWP water. (Dunn Decl., Ex. F [June 13, 1980 AVEK Letter].)</p> <p>Objections to Flory Decl. at pp. 4-5: Lack of personal knowledge; lack of foundation; inadmissible hearsay; inadmissible testimony regarding content of a writing.</p>
6.	<p>Initial funds for the construction of the State Water Project facilities were obtained through a \$1.75 billion bond issue, ratified by California voters in 1960.</p>	<p>Disputed. AVEK has not produced admissible evidence in support of its contention.</p> <p>Objections to Flory Decl. at pp. 5-6: Lack</p>

1		<ul style="list-style-type: none"> <li>• Dan Flory dec., ¶ 7.</li> </ul>	of personal knowledge; lack of foundation; inadmissible hearsay; inadmissible testimony regarding content of a writing.
2	7.	<p>AVEK's taxpayers have paid a total of \$475,777,218.84 to insure participation in the California State Water Project, and to construct the "infrastructure" needed to import, transport, treat and deliver AVEK imported water to its customers.</p> <ul style="list-style-type: none"> <li>• Dan Flory dec., ¶ 8.</li> </ul>	<p>Disputed. AVEK has not produced admissible evidence in support of its contention.</p> <p>Public Water Suppliers, not AVEK, import the SWP water to the Basin. AVEK does not deliver SWP water to the Public Water Suppliers or other AVEK customers but for their request and payment for such water. (Dunn Decl., Ex. F [June 13, 1980 AVEK Letter].)</p> <p>Objections to Flory Decl. at pp. 6-7: Lack of personal knowledge; lack of foundation; inadmissible hearsay; inadmissible testimony regarding content of a writing.</p>
3	8.	<p>All direct payments to the State of California have been paid by AVEK (and indirectly by its taxpayers) for the required infrastructure construction, and for the purchase and importation of the SWP water contracted for by AVEK.</p> <ul style="list-style-type: none"> <li>• Dan Flory dec., ¶ 9.</li> </ul>	<p>Disputed. AVEK has not produced admissible evidence in support of its contention.</p> <p>Public Water Suppliers, not AVEK, imported the SWP water to the Basin. AVEK does not deliver SWP water to the Public Water Suppliers or other AVEK customers but for their request and payment for such water. (Dunn Decl., Ex. F [June 13, 1980 AVEK Letter].)</p> <p>Objections to Flory Decl. at pp. 7-8: Lack of personal knowledge; lack of foundation; inadmissible hearsay; inadmissible testimony regarding content of a writing; vague.</p>
4	9.	<p>AVEK's customers (including the Public Water Suppliers) have not made any direct payments to the State of California for the</p>	Disputed. AVEK has not produced admissible evidence in support of its contention.

1		SWP water contracted for by AVEK.	Objections to Flory Decl. at pp. 8-9: Lack of personal knowledge; lack of foundation; inadmissible hearsay; inadmissible testimony regarding content of a writing.
2		• Dan Flory dec., ¶ 10.	
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5	10.	AVEK services a land area of 2,400 square miles in the three counties, including land areas both inside and outside the area of adjudication.	Disputed. AVEK has not produced admissible evidence in support of its contention.
6		• Dan Flory dec., ¶ 11.	
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9	11.	The adjudicated boundaries in this action represent 58% of the total land area serviced by AVEK.	Disputed. AVEK has not produced admissible evidence in support of its contention.
10		• Dan Flory dec., ¶ 12.	Objections to Flory Decl. at p. 9: Lack of personal knowledge; lack of foundation; inadmissible hearsay; inadmissible testimony regarding content of a writing.
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15	12.	AVEK's imported SWP water is pumped from the Sacramento Delta down the 444 mile aqueduct.	Disputed. AVEK has not produced admissible evidence in support of its contention.
16		• Dan Flory dec., ¶ 13.	Public Water Suppliers, not AVEK, imported the SWP water to the Basin. AVEK does not deliver SWP water to the Public Water Suppliers or other AVEK customers but for their request and payment for such water. (Dunn Decl., Ex. F [June 13, 1980 AVEK Letter].)
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22	13.	After crossing the Techachapis, the aqueduct divides into the East and West branches; AVEK receives its imported SWP water through the aqueduct's East Branch.	Disputed. AVEK has not produced admissible evidence in support of its contention.
23		• Dan Flory dec., ¶ 14.	Public Water Suppliers, not AVEK, imported the SWP water to the Basin. AVEK does not deliver SWP water to the Public Water Suppliers or other AVEK customers but for their request and payment for such water. (Dunn Decl., Ex.
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1		F [June 13, 1980 AVEK Letter])
2	14.	
3	In 2011 and 2012 alone, AVEK delivered	Disputed. AVEK has not produced
4	to its agricultural, industrial and municipal	admissible evidence in support of its
5	customers within the area of adjudication a	contention.
6	total of 100,718 AF of imported SWP	
7	water.	
8	• Dan Flory dec., ¶ 15.	Objections to Flory Decl. at p. 10: Lack of
9		personal knowledge; lack of foundation;
10		inadmissible hearsay; inadmissible
11		testimony regarding content of a writing.
12	15.	
13	[Not used.]	Not applicable.
14	• [Inapplicable.]	
15	16.	
16	AVEK taxpayers also have directly paid	Disputed. AVEK has not produced
17	for, and continue to pay for, construction of	admissible evidence in support of its
18	the internal treatment and distribution	contention.
19	systems whereby AVEK's SWP imported	
20	water is eventually delivered to AVEK's	Public Water Suppliers, not AVEK,
21	agricultural, industrial and municipal	imported the SWP water to the Basin.
22	customers, both within and outside the area	AVEK does not deliver SWP water to the
23	of adjudication.	Public Water Suppliers or other AVEK
24	• Dan Flory dec., ¶ 16.	customers but for their request and
25		payment for such water. (Dunn Decl., Ex.
26		F [June 13, 1980 AVEK Letter].)
27		
28		AVEK's law requires taxpayers that have
		detached themselves from AVEK to
		continue to pay taxes to AVEK to finance
		the State Water Project ("SWP"). (Stats.
		1959, ch. 2146, p. 5114, Deering's Ann.
		Wat. -Uncod. Acts (2013) Act 580, § 84;
		<i>Antelope Valley-East Kern Water Agency</i>
		<i>v. Local Agency Formation Com.</i> (1988)
		204 Cal. App. 3d 990, 995 ["the taxable
		property [that are now detached from
		AVEK's territory] shall continue [to be]
		taxable by AVEK for the purpose of
		paying the bonded indebtedness to the
		same extent it would have been taxable if
		exclusion had not occurred."].)

		Objections to Flory Decl. at pp. 10-11: Lack of personal knowledge; lack of foundation; inadmissible hearsay; inadmissible testimony regarding content of a writing.
17.	<p>The bulk of AVEK's SWP imported water is treated and distributed to AVEK customers through the Domestic-Agricultural Water Network (DAWN) Project facilities.</p> <ul style="list-style-type: none"> <li>Dan Flory dec., ¶ 17.</li> </ul>	<p>Disputed. AVEK has not produced admissible evidence in support of its contention.</p> <p>Public Water Suppliers, not AVEK, imported the SWP water to the Basin. AVEK does not deliver SWP water to the Public Water Suppliers or other AVEK customers but for their request and payment for such water. (Dunn Decl., Ex. F [June 13, 1980 AVEK Letter])</p>
18.	<p>The DAWN Project consists of: more than 100 miles of distribution pipeline; four water treatment plants; four eight-million gallon storage reservoirs near Mojave; one three-million gallon capacity reservoir at Vincent Hill Summit; and one one-million gallon reservoir at Godde Hill Summit.</p> <ul style="list-style-type: none"> <li>Dan Flory dec., ¶ 18.</li> </ul>	<p>Disputed.</p> <p>AVEK has not produced admissible evidence in support of its contention.</p> <p>Objections to Flory Decl. at pp. 11-12: Lack of personal knowledge; lack of foundation; inadmissible hearsay; inadmissible testimony regarding content</p>
19.	<p>The DAWN Project was financed by a local \$71 million bond issue authorized by AVEK voters in 1974.</p> <ul style="list-style-type: none"> <li>Dan Flory dec., ¶ 19.</li> </ul>	<p>Disputed.</p> <p>AVEK has not produced admissible evidence in support of its contention.</p> <p>Objections to Flory Decl. at pp. 11-12: Lack of personal knowledge; lack of foundation; inadmissible hearsay; inadmissible testimony regarding content</p>
20.	<p>The first bond issue, Series A, of \$23 million was used for project start-up construction. AVEK taxpayers have completely repaid the Series A bonds.</p>	<p>Disputed.</p> <p>AVEK has not produced admissible evidence in support of its contention.</p> <p>Objections to Flory Decl. at pp. 11-12:</p>



	<ul style="list-style-type: none"> <li>Dan Flory dec., ¶ 20.</li> </ul>	Lack of personal knowledge; lack of foundation; inadmissible hearsay; inadmissible testimony regarding content of a writing.
21.	<p>The second bond issue in 1976, Series B, of \$19 million has also been completely repaid by AVEK taxpayers.</p> <ul style="list-style-type: none"> <li>Dan Flory dec., ¶ 21.</li> </ul>	<p>Disputed.</p> <p>AVEK has not produced admissible evidence in support of its contention.</p> <p>Objections to Flory Decl. at pp. 12-13: Lack of personal knowledge; lack of foundation; inadmissible hearsay; inadmissible testimony regarding content of a writing.</p>
22.	<p>In 1977, the \$18 million Series C bond issue authorized Phase Three of the DAWN facilities construction; the Series C bonds have been completely repaid by AVEK taxpayers.</p> <ul style="list-style-type: none"> <li>Dan Flory dec., ¶ 22.</li> </ul>	<p>Disputed.</p> <p>AVEK has not produced admissible evidence in support of its contention.</p> <p>Objections to Flory Decl. at p. 13: Lack of personal knowledge; lack of foundation; inadmissible hearsay; inadmissible testimony regarding content of a writing.</p>
23.	<p>In August, 1986, the final Phase of the DAWN Project construction commenced when AVEK's Board of Directors authorized expenditure of the remaining \$11 million in Series D bonds; these funds were used to construct internal local facilities to distribute AVEK Imported Water.</p> <ul style="list-style-type: none"> <li>Dan Flory dec., ¶ 23.</li> </ul>	<p>Disputed.</p> <p>AVEK has not produced admissible evidence in support of its contention.</p> <p>Public Water Suppliers, not AVEK, imported the SWP water to the Basin. AVEK does not deliver SWP water to the Public Water Suppliers or other AVEK customers but for their request and payment for such water. (Dunn Decl., Ex. F [June 13, 1980 AVEK Letter])</p> <p>Objections to Flory Decl. at pp. 13-14: Lack of personal knowledge; lack of foundation; inadmissible hearsay; inadmissible testimony regarding content of a writing.</p>

24.	<p>AVEK's map depicts existing AVEK owned facilities, and improvements under construction including future water banking improvements.</p> <ul style="list-style-type: none"> <li>Dan Flory dec., ¶ 24, Exhibit 2.</li> </ul>	<p>Disputed.</p> <p>AVEK has not produced admissible evidence in support of its contention.</p> <p>Objections to Flory Decl. at pp. 14-15: Lack of personal knowledge; speculative; inadmissible hearsay; inadmissible testimony regarding content of a writing.</p>
25.	<p>AVEK's Water Supply Stabilization Project No. 2 (WSSP2) is a groundwater banking project that will increase the reliability of the Antelope Valley Region's water supplies by storing excess water available from the SWP during wet periods and recovering it to serve to customers during dry and high demand periods or during a disruption in deliveries from the SWP.</p> <ul style="list-style-type: none"> <li>Dan Flory dec., ¶ 25.</li> </ul>	<p>Disputed.</p> <p>AVEK has not produced admissible evidence in support of its contention.</p> <p>Objections to Flory Decl. at pp. 15-16: Lack of personal knowledge; lack of foundation; speculative; inadmissible hearsay; inadmissible testimony regarding content of a writing.</p>
26.	<p>By banking excess water for future use, the WSSP2 will significantly reduce the Region's dependence on constant water deliveries of SWP water from the Delta.</p> <ul style="list-style-type: none"> <li>Dan Flory dec., ¶ 26.</li> </ul>	<p>Disputed.</p> <p>AVEK has not produced admissible evidence in support of its contention.</p> <p>Objections to Flory Decl. at pp. 16-17: Lack of personal knowledge; lack of foundation; speculative; inadmissible hearsay; inadmissible testimony regarding content of a writing.</p>
27.	<p>The WSSP2 will also help to stabilize the groundwater in the area of adjudication and preserve agricultural land and open space.</p> <ul style="list-style-type: none"> <li>Dan Flory dec., ¶ 27.</li> </ul>	<p>Disputed.</p> <p>AVEK has not produced admissible evidence in support of its contention.</p> <p>Objections to Flory Decl. at p. 17: Lack of personal knowledge; lack of foundation; speculative inadmissible hearsay; inadmissible testimony regarding content</p>

		of a writing.
28.	<p>From 2011 through 2012, AVEK has spread and banked a total of approximately 36,502 AF, and claims the right to recapture 90% of that amount, or 32,851 AF, as tie return flow resulting therefrom.</p> <ul style="list-style-type: none"> <li>Dan Flory dec., ¶ 28.</li> </ul>	<p>Disputed.</p> <p>AVEK has not produced admissible evidence in support of its contention.</p> <p>Objections to Flory Decl. at pp. 17-18: Lack of personal knowledge; lack of foundation; inadmissible hearsay; inadmissible testimony regarding content of a writing.</p>
29.	<p>When deemed necessary by AVEK due to water supply shortfalls from SWP water or other operational strategies, AVEK will recover not more than 90% of the volume of water that is put into the groundwater bank.</p> <ul style="list-style-type: none"> <li>Dan Flory dec., ¶ 29.</li> </ul>	<p>Disputed.</p> <p>AVEK has not produced admissible evidence in support of its contention.</p> <p>Objections to Flory Decl. at pp. 18-19: Lack of personal knowledge; lack of foundation; inadmissible hearsay; inadmissible testimony regarding content of a writing.</p>
30.	<p>Recovery operations will take place with the construction of 10 groundwater recovery wells with depths averaging about 600 feet; well yields will range between 500 gpm to 2,800 gpm.</p> <ul style="list-style-type: none"> <li>Dan Flory dec., ¶ 30.</li> </ul>	<p>Disputed.</p> <p>AVEK has not produced admissible evidence in support of its contention.</p> <p>Objections to Flory Decl. at pp. 19-20: Lack of personal knowledge; lack of foundation; speculative; inadmissible hearsay; inadmissible testimony regarding content of a writing.</p>
31.	<p>Since inception of the State Water Project, AVEK taxpayers have paid a total of \$475,777,218.84 to insure participation in the SWP, and to construct AVEK's treatment and distribution systems for the delivery of AVEK' imported SWP water.</p> <ul style="list-style-type: none"> <li>Dan Flory dec., ¶ 31.</li> </ul>	<p>Disputed.</p> <p>AVEK has not produced admissible evidence in support of its contention.</p> <p>Public Water Suppliers, not AVEK, imported the SWP water to the Basin. AVEK does not deliver SWP water to the Public Water Suppliers or other AVEK</p>

1		customers but for their request and payment for such water. (Dunn Decl., Ex. F [June 13, 1980 AVEK Letter])
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4		AVEK's law requires taxpayers that have detached themselves from AVEK to continue to pay taxes to AVEK to finance the State Water Project ("SWP"). (Stats. 1959, ch. 2146, p. 5114, Deering's Ann. Wat.-Uncod. Acts (2013) Act 580, § 84; <i>Antelope Valley-East Kern Water Agency, supra</i> , 204 Cal. App. 3d at 995 ["the taxable property [that are now detached from AVEK's territory] shall continue [to be] taxable by AVEK for the purpose of paying the bonded indebtedness to the same extent it would have been taxable if exclusion had not occurred."].)
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12		Objections to Flory Decl. at pp. 20-21; Lack of personal knowledge; lack of foundation; inadmissible hearsay; inadmissible testimony regarding content of a writing.
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16	32.	Disputed.
17	AVEK is both a wholesaler and retailer of its SWP imported water – wholesaling water to the Public Water Suppliers, and retailing water to end users, including AVEK's agricultural and other private customers.	AVEK has not produced admissible evidence in support of its contention. Hearsay.
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19		
20	• Dan Flory dec., ¶ 32.	Public Water Suppliers, not AVEK, imported the SWP water to the Basin. AVEK does not deliver SWP water to the Public Water Suppliers or other AVEK customers but for their request and payment for such water. (Dunn Decl., Ex. F [June 13, 1980 AVEK Letter].)
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23		
24	33.	Disputed.
25	AVEK has not assigned or transferred to any other person any portion of AVEK's SWP "entitlement," or its right to recapture or use the return flows resulting from AVEK's SWP imported water.	AVEK has not produced admissible evidence in support of its contention.
26		
27		Public Water Suppliers, not AVEK, imported the SWP water to the Basin.
28		

1		<ul style="list-style-type: none"> <li>• Dan Flory dec., ¶ 33.</li> </ul>	<p>AVEK does not deliver SWP water to the Public Water Suppliers or other AVEK customers but for their request and payment for such water. (Dunn Decl., Ex. F [June 13, 1980 AVEK Letter].) Under its water supply agreements, AVEK sold all its interests in SWP water it delivered to its customers. (Dunn Decl., Ex. E [District No. 40 Water Service Agreement]; Declaration of Steve A. Perez ("Perez Decl."), Ex. A [Rosamond Community Services District Water Service Agreement].)</p> <p>Objections to Flory Decl. at p. 21: Lack of personal knowledge; lack of foundation; legal conclusion; inadmissible hearsay; inadmissible testimony regarding content of a writing.</p>
2	34.	<p>AVEK has not abandoned or otherwise relinquished its claimed right to recapture and use return flows resulting from AVEK's SWP imported water.</p> <ul style="list-style-type: none"> <li>• Dan Flory dec., ¶ 34.</li> </ul>	<p>Disputed.</p> <p>AVEK has not produced admissible evidence in support of its contention.</p> <p>Public Water Suppliers, not AVEK, imported the SWP water to the Basin. AVEK does not deliver SWP water to the Public Water Suppliers or other AVEK customers but for their request and payment for such water. (Dunn Decl., Ex. F [June 13, 1980 AVEK Letter].) Under its water supply agreements, AVEK sold all its interests in SWP water it delivered to its customers. (Dunn Decl., Ex. E [District No. 40 Water Service Agreement]; Declaration of Steve A. Perez ("Perez Decl."), Ex. A [Rosamond Community Services District Water Service Agreement].)</p> <p>Objections to Flory Decl. at pp. 21-22: Lack of personal knowledge; lack of foundation; legal conclusion; inadmissible</p>

1		hearsay; inadmissible testimony regarding content of a writing, hearsay.
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3	35.	<p>AVEK's Board of Directors has determined that, except when AVEK's allocation of SWP water is insufficient to meet the critical needs of its customers (requiring AVEK to recapture return flows to meet those needs), AVEK's preference is to maintain all return flows in the groundwater, to thereby gradually augment and increase the groundwater supply in the area of adjudication.</p> <ul style="list-style-type: none"> <li>• Dan Flory dec., ¶ 35.</li> </ul>
4		Disputed.
5		AVEK has not produced admissible evidence in support of its contention.
6		Objections to Flory Decl. at pp. 22-23: Lack of personal knowledge; lack of foundation; inadmissible hearsay; inadmissible testimony regarding content of a writing.
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11	36.	<p>This practice will benefit AVEK's existing and future customers and taxpayers, both inside and outside the area of adjudication.</p> <ul style="list-style-type: none"> <li>• Dan Flory dec., ¶ 36.</li> </ul>
12		Disputed.
13		AVEK has not produced admissible evidence in support of its contention.
14		Objections to Flory Decl. at pp. 23-24: Lack of personal knowledge; lack of foundation; speculative; inadmissible hearsay; inadmissible testimony regarding content of a writing.
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18	37.	<p>AVEK's Cross-Complaint contends: "The rights of Cross-Defendants, if any, are limited to the Native Supply of the Basin and/or their own Imported Water. Cross-Defendants' rights, if any, do not extend to water imported into the Basin by [AVEK]" (AVEK Cross-Complaint, ¶ 32); "As the primary importer of supplemental State Project water in the Basin, [AVEK] has the sole right to recapture Return Flows attributable to its State Project water. The rights of Cross-Defendants, if any are limited to the native supply of the Basin and/or to their own imported water, and do not extend to groundwater attributable to [AVEK's] return flows" (Id., ¶ 38).</p> <ul style="list-style-type: none"> <li>• See AVEK's cross-complaint filed in</li> </ul>
19		Undisputed as to the content of AVEK's Cross-Complaint, but disputed to the extent the quoted statements are offered as the truth, hearsay.
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1		this action.	
2	38.	<p>The Metropolitan Water District (MWD) was formed in 1929 of 13 original member agencies, including the cities of Los Angeles, Glendale and Burbank.</p> <ul style="list-style-type: none"> <li>Findings of Fact and Conclusions of Law [FFCL], dated January 26, 1979, 22:23-24:1, Exhibit 1 to Request for Judicial Notice (RJN) filed concurrently herewith.</li> </ul>	<p>Disputed.</p> <p>AVEK has not produced admissible evidence in support of its contention.</p> <p>Evidentiary Objections to AVEK's Request for Judicial Notice ("Objections to RJN") at p. 1: Irrelevant; inadmissible; not subject to judicial notice, hearsay.</p>
9	39.	<p>Burbank, Glendale, and Los Angeles are all "member agencies" of MWD; their representatives are members of MWD's Board of Directors; and each is directly involved in the governance and policy decisions of MWD, including the rates they must pay for water.</p> <ul style="list-style-type: none"> <li>The Metropolitan Water District Act, Sections 133 and 135 (Exhibit 3 to RJN); MWD's "History and First Annual Report, Commemorative Edition," June 2011, pages 311-312 (Exhibit 2 to RJN).</li> </ul>	<p>Disputed.</p> <p>AVEK has not produced admissible evidence in support of its contention.</p> <p>Objections to RJN at pp. 2-3: Irrelevant; inadmissible; not subject to judicial notice, hearsay.</p>
18	40.	<p>As a practical matter, MWD does not have any existence separate from its member agencies.</p> <ul style="list-style-type: none"> <li>See Exhibits 1, 2, 3, and 4 of RJN, and declaration of Kathy Kunysz, ¶2 [MWD was organized for the purpose of providing imported water supplies to its member agencies) (Exhibit 1 to Supplemental Brief posted December 4, 2013).</li> </ul>	<p>Disputed.</p> <p>AVEK has not produced admissible evidence in support of its contention.</p> <p>Objections to RJN at pp. 1-4: Irrelevant; inadmissible; not subject to judicial notice, hearsay.</p> <p>Evidentiary Objections to Declaration of Kathleen Kunysz ("Objections to Kunysz Decl.") at pp. 1-2: Irrelevant, hearsay.</p> <p>Declaration of Kunysz and the Supplemental Brief are also untimely in that they were posted and filed after November 13, 2013—the Court ordered deadline to file summary judgment papers.</p>

		(Case Management Order for Phase 5 and 6 Trials, p. 2.)
41.	<p>In the case at bar, the Public Water Suppliers are not "member agencies" of AVEK, their representatives do not sit on AVEK's Board of Directors, and they do not determine the rates paid for the SWP imported water they receive from AVEK.</p> <ul style="list-style-type: none"> <li>Dan Flory dec., ¶ 37.</li> </ul>	<p>Disputed.</p> <p>AVEK has not produced admissible evidence in support of its contention.</p> <p>Public Water Suppliers, not AVEK, imported the SWP water to the Basin. AVEK does not deliver SWP water to the Public Water Suppliers or other AVEK customers but for their request and payment for such water. (Dunn Decl., Ex. F [June 13, 1980 AVEK Letter].)</p> <p>Objections to Flory Decl. at pp. 24-25: Lack of personal knowledge; lack of foundation; inadmissible hearsay; inadmissible testimony regarding content of a writing.</p>
42.	<p>The PWS are merely customers of AVEK.</p> <ul style="list-style-type: none"> <li>Dan Flory dec., ¶ 38.</li> </ul>	<p>Disputed.</p> <p>AVEK has not produced admissible evidence in support of its contention.</p> <p>Objections to Flory Decl. at p. 25: Lack of personal knowledge; lack of foundation; inadmissible hearsay; inadmissible testimony regarding content of a writing.</p>
43.	<p>During the period of time relevant to the decision in City of Los Angeles v. City of San Fernando, i.e., from 1955 through 1968, MWD did not intend to recapture, or claim a right to recapture return flows resulting from imported water MWD delivered to its member agencies, Burbank, Glendale, Los Angeles and San Fernando, in the Upper Los Angeles River Area ("ULARA").</p> <ul style="list-style-type: none"> <li>See Remand Procedure Order No. 1, Exhibit 14 of Request for Judicial Notice</li> </ul>	<p>Disputed.</p> <p>AVEK has not produced admissible evidence in support of its contention.</p> <p>Objections to RJN at pp. 8-9, 10-11: Irrelevant; inadmissible; not subject to judicial notice, hearsay.</p> <p>Objections to Kunysz Decl. at pp. 1-6: Irrelevant; lack of personal knowledge; vague; speculative; inadmissible testimony regarding content of a writing.</p>



	<p>1 ["The complaint . . . was filed on 2 September 30, 1955; "final arguments 3 ended July 20, 1967;" "On March 14, 4 1968, comprehensive findings of fact and 5 conclusions of law were signed and filed . 6 . The Judgment was entered the following 7 day, March 15, 1968" ]; July, 1962 Report 8 of Referee, Vol. I, Exhibit 11 of Request 9 for Judicial Notice, p. 90 ["Metropolitan 10 has urged the member municipalities to 11 acquire adequate storage and maintain 12 existing ground water pumping facilities 13 for emergency service and to provide for 14 peaking during the periods of extraordinary 15 demand"]; and declaration of Kathy 16 Kunysz, ¶¶ 3-6 [from 1950 through 1968, 17 18 (1) MWD did not own or operate any 19 groundwater wells within the ULARA, 20 21 (2) MWD did not spread or bank imported 22 water within the ULARA, and 23 24 (3) MWD did not adopt or hold any 25 position on whether it had the right to 26 recapture or use return flows resulting from 27 water it delivered to its member agencies in 28 the ULARA] (Exhibit 1 to Supplemental Brief posted December 4, 2013</p>	<p>hearsay.</p> <p>Declaration of Kunysz and the Supplemental Brief are also untimely in that they were posted and filed after November 13, 2013—the Court ordered deadline to file summary judgment papers. (Case Management Order for Phase 5 and 6 Trials, p. 2.)</p>
44.	<p>During the period of time relevant to the decision in City of Los Angeles v. City of San Fernando, i.e., from 1955 through 1968, MWD did not own or operate water production wells within the ULARA which could be used to recapture return flows.</p> <ul style="list-style-type: none"> <li>• See Remand Procedure Order No. 1, Exhibit 14 of Request for Judicial Notice ["The complaint . . . was filed on September 30, 1955; "final arguments ended July 20, 1967;" "On March 14, 1968, comprehensive findings of fact and conclusions of law were signed and filed . . The Judgment was entered the following day, March 15, 1968" ]; DWR Bulletin No.</li> </ul>	<p>Disputed.</p> <p>AVEK has not produced admissible evidence in support of its contention.</p> <p>Objections to RJN at pp. 9-11: Irrelevant; inadmissible; not subject to judicial notice, hearsay.</p> <p>Objections to Kunysz Decl. at pp. 1-3, 4- 5: Irrelevant; lack of personal knowledge; vague; speculative, hearsay.</p> <p>Declaration of Kunysz and the Supplemental Brief are also untimely in that they were posted and filed after</p>

	<p>181-69, Watermaster Service in ULARA for October 1, 1968 through September 30, 1969, Exhibit 13 to Request for Judicial Notice, pp. 29, 57, 58, 72-75 [identifying parties who have made “ground water extractions,” none of which include MWD, and stating on page 34: “To the best of the Watermaster’s knowledge, and information on hand, the Western Oil and Gas Association is the only nonparty extracting groundwater within the ULARA”]; July, 1962 Report of Referee, Vol. 11, Exhibit 12 of Request for Judicial Notice, pp. 1-12 to I-57, which identifies parties with wells in the San Fernando Basin, none of which include MWD; and declaration of Kathy Kunysz, ¶¶ 3 and 4 [from 1950 through 1968, did not own or operate any groundwater wells within the ULARA] (Exhibit 1 to Supplemental Brief posted December 4, 2013).</p>	<p>November 13, 2013—the Court ordered deadline to file summary judgment papers. (Case Management Order for Phase 5 and 6 Trials, p. 2.)</p>
<p>45.</p>	<p>During the period of time relevant to the decision in City of Los Angeles v. City of San Fernando, i.e., from 1955 through 1968, MWD did not spread or inject water for underground storage within the ULARA.</p> <ul style="list-style-type: none"> <li>• See July, 1962 Report of Referee, Vol. I, Exhibit 11 of Request for Judicial Notice, p. 141 [“Owens River water delivered by the Los Angeles Aqueduct is the only import supply of which a part is spread for direct recharge of the ground water”], p. 215 [“Imported Water has been spread-only by the City of Los Angeles”], and p. 90 [Metropolitan has urged the member municipalities to acquire adequate storage and maintain existing ground water pumping facilities for emergency service and to provide for peaking during the periods of extraordinary demand’]. See DWR Bulletin No. 181-69, Watermaster Service in ULARA for October 1, 1968 through September 30, 1969, Exhibit 13 to Request for Judicial Notice, pp. 7, 14, 15,</li> </ul>	<p>Disputed.</p> <p>AVEK has not produced admissible evidence in support of its contention.</p> <p>Objections to RJN at pp. 7-10: Irrelevant; inadmissible; not subject to judicial notice.</p> <p>Objections to Kunysz Decl. at pp. 1-3, 4-5: Irrelevant; lack of personal knowledge; vague; speculative, hearsay.</p> <p>Declaration of Kunysz and the Supplemental Brief are also untimely in that they were posted and filed after November 13, 2013—the Court ordered deadline to file summary judgment papers. (Case Management Order for Phase 5 and 6 Trials, p. 2.)</p>

	<p>which identify the parties spreading water in the Basin, of which MWD is not one. See, also, ULARA Watermaster Report for water year 1978-1979, Exhibit 10 to Request for Judicial Notice, p. 35, showing that water was then being spread by MWD's member agencies only; and declaration of Kathy Kunysz, ¶¶ 3 and 5 [from 1950 through 1968, MWD did not spread or bank imported water within the ULARA] (Exhibit 1 to Supplemental Brief posted December 4, 2013).</p>	
46.	<p>MWD did not join, and was not made a party to the proceeding in <i>City of Los Angeles v. City of San Fernando</i></p> <ul style="list-style-type: none"> <li>• Court's Findings of Fact and Conclusions of Law, pp. 7-10 (Exhibit 1 to Request for Judicial Notice), and Attachments "B," "C," and "D;" and Judgment entered January 26, 1979, pp. 21- 22 (Exhibit 4 to Request for Judicial Notice), and Attachments "B," "C," and "D" thereto.</li> </ul>	<p>Disputed.</p> <p>AVEK has not produced admissible evidence in support of its contention.</p> <p>Objections to RJN at pp. 1, 3-4: Irrelevant; inadmissible; not subject to judicial notice, hearsay.</p>
47.	<p>AVEK owns wells which can be used to recapture return flows from AVEK's SWP imported water; AVEK is currently drilling additional wells, and is contemplating purchasing other property with water well production capability.</p> <ul style="list-style-type: none"> <li>• Dan Flory dec., ¶ 39.</li> </ul>	<p>Disputed.</p> <p>AVEK has not produced admissible evidence in support of its contention.</p> <p>Public Water Suppliers, not AVEK, imported the SWP water to the Basin. AVEK does not deliver SWP water to the Public Water Suppliers or other AVEK customers but for their request and payment for such water. (Dunn Decl., Ex. F [June 13, 1980 AVEK Letter].)</p> <p>Objections to Flory Decl. at pp. 25-6: Lack of personal knowledge; lack of foundation; inadmissible hearsay; inadmissible testimony regarding content of a writing.</p>

1 2 3 4 5 6 7 8 9 10 11 12	48.  DWR has never claimed a right to return flows resulting from AVEK's SWP imported water; DWR has never manifested an "intent" to recapture such return flows; and DWR does not have production wells in the area of adjudication capable of capturing return flows.  • Dan Flory dec., ¶ 40.	Disputed.  AVEK has not produced admissible evidence in support of its contention.  Public Water Suppliers, not AVEK, imported the SWP water to the Basin. AVEK does not deliver SWP water to the Public Water Suppliers or other AVEK customers but for their request and payment for such water. (Dunn Decl., Ex. F [June 13, 1980 AVEK Letter].)  Objections to Flory Decl. at pp. 26-27: Lack of personal knowledge; lack of foundation; inadmissible hearsay; inadmissible testimony regarding content of a writing.
13 14 15 16 17 18 19 20 21 22 23 24	49.  From the inception of AVEK's participation in the State Water Project, AVEK's taxpayers have paid a total of \$475,777,218.84 to insure participation therein, and to construct, maintain and operate the "infrastructure" needed to import, transport, treat and deliver AVEK imported water to its customers.  • Dwayne Chisam dec., ¶ 2.	Disputed.  AVEK has not produced admissible evidence in support of its contention.  Public Water Suppliers, not AVEK, imported the SWP water to the Basin. AVEK does not deliver SWP water to the Public Water Suppliers or other AVEK customers but for their request and payment for such water. (Dunn Decl., Ex. F [June 13, 1980 AVEK Letter])  Evidentiary Objections to Declaration of Dwayne Chisam ("Objections to Chisam Decl.") at p. 1: Lack of personal knowledge; lack of foundation; inadmissible hearsay; inadmissible testimony regarding content of a writing, hearsay.
25 26 27 28	50.  AVEK also has incurred and paid energy and related costs related to the actual transportation of SWP water which total \$331,663,051.00.	Disputed.  AVEK has not produced admissible evidence in support of its contention.

	<ul style="list-style-type: none"> <li>Dwayne Chisam dec., ¶3.</li> </ul>	Objections to Chisam Decl. at p. 2: Lack of personal knowledge; lack of foundation; inadmissible hearsay; inadmissible testimony regarding content of a writing.
51.	<p>Accordingly, the total cost incurred and paid by AVEK and its taxpayers to obtain, transport, treat and deliver SW water to its customers is \$807,440,269.84 (i.e., \$475,777,218.84 + \$331,663,051.00).</p> <ul style="list-style-type: none"> <li>Dwayne Chisam dec., ¶4.</li> </ul>	<p>Disputed.</p> <p>AVEK has not produced admissible evidence in support of its contention.</p> <p>Objections to Chisam Decl. at pp. 2-3: Lack of personal knowledge; lack of foundation; inadmissible hearsay; inadmissible testimony regarding content of a writing, hearsay.</p>
52.	<p>From 1972 (when AVEK first began importing SWP water) through 2012, AVEK has imported a total of 1,976,971 AF of SWP water.</p> <ul style="list-style-type: none"> <li>Dwayne Chisam dec., ¶5.</li> </ul>	<p>Disputed.</p> <p>AVEK has not produced admissible evidence in support of its contention.</p> <p>Public Water Suppliers, not AVEK, imported the SWP water to the Basin. AVEK does not deliver SWP water to the Public Water Suppliers or other AVEK customers but for their request and payment for such water. (Dunn Decl., Ex. F [June 13, 1980 AVEK Letter])</p> <p>Objections to Chisam Decl. at pp. 3-4: Lack of personal knowledge; lack of foundation; inadmissible hearsay; inadmissible testimony regarding content of a writing.</p>
53.	<p>Some loss unavoidably results during the transportation, treatment and delivery stages; as a result, AVEK delivered to its customers during the same time period a total of 1,923,039 AF.</p> <ul style="list-style-type: none"> <li>Dwayne Chisam dec., ¶6.</li> </ul>	<p>Disputed.</p> <p>AVEK has not produced admissible evidence in support of its contention.</p> <p>Objections to Chisam Decl. at pp. 4-5: Lack of personal knowledge; lack of foundation; inadmissible hearsay; inadmissible testimony regarding content</p>

		of a writing.
54.	<p>Accordingly, the average total cost per acre feet to AVEK and its taxpayers for the water delivered to AVEK customers from 1972 through 2012 is \$419.88 per AF (i.e., <math>\\$807,440.269.84 \div 1,923,039</math>).</p> <ul style="list-style-type: none"> <li>Dwayne Chisam dec., ¶7.</li> </ul>	<p>Disputed.</p> <p>AVEK has not produced admissible evidence in support of its contention.</p> <p>Objections to Chisam Decl. at pp. 5-6: Lack of personal knowledge; lack of foundation; inadmissible hearsay; inadmissible testimony regarding content of a writing.</p>
55.	<p>During the same time period, AVEK has delivered to Waterworks District #40 a total of 808,790 AF.</p> <ul style="list-style-type: none"> <li>Dwayne Chisam dec., ¶8.</li> </ul>	<p>Disputed.</p> <p>AVEK has not produced admissible evidence in support of its contention.</p> <p>Objections to Chisam Decl. at p. 6: Lack of personal knowledge; lack of foundation; inadmissible hearsay; inadmissible testimony regarding content of a writing.</p>
56.	<p>The total cost incurred and paid by AVEK and its taxpayers in procuring and delivering the SWP water that was sold and delivered to Waterworks District #40 is approximately \$339,594,745.20 (i.e., <math>808,790 \text{ AF} \times \\$419.88 \text{ per AF}</math>).</p> <ul style="list-style-type: none"> <li>Dwayne Chisam dec., ¶9.</li> </ul>	<p>Disputed.</p> <p>AVEK has not produced admissible evidence in support of its contention.</p> <p>Objections to Chisam Decl. at pp. 6-7: Lack of personal knowledge; lack of foundation; inadmissible hearsay; inadmissible testimony regarding content of a writing.</p>
57.	<p>Waterworks District #40 has paid a total of only \$177,693,610.00 for the aforesaid 808,790 AF of SWP water it purchased and received from AVEK, or \$219.70 AF (i.e., <math>\\$177,693,610.00 \div 808,790 \text{ AF}</math>).</p> <ul style="list-style-type: none"> <li>Dwayne Chisam dec., ¶10.</li> </ul>	<p>Disputed.</p> <p>AVEK has not produced admissible evidence in support of its contention.</p> <p>Objections to Chisam Decl. at pp. 7-8:</p>

		Lack of personal knowledge; lack of foundation; inadmissible hearsay; inadmissible testimony regarding content of a writing.
58.	<p>Thus, for the water received by it, Waterworks District #40 paid \$200.28AF less than the actual cost of the water (i.e., \$419.88 - \$219.70) or only 52% of the total cost of the water it received (i.e., \$177,693,610.00 ÷ \$339,594,745.20).</p> <ul style="list-style-type: none"> <li>Dwayne Chisam dec., ¶11.</li> </ul>	<p>Disputed.</p> <p>AVEK has not produced admissible evidence in support of its contention.</p> <p>Both District No. 40 as well as property owners within District No. 40's jurisdiction pay for the SWP water and other AVEK costs. (<i>Id.</i>, ¶ 4, Ex. C [August 11, 1987 AVEK letter].)</p> <p>Objections to Chisam Decl. at pp. 8-9: Lack of personal knowledge; lack of foundation; inadmissible hearsay; inadmissible testimony regarding content of a writing.</p>
59.	<p>Therefore, AVEK and its taxpayers have subsidized the cost of the water delivered to Waterworks District #40, by paying the additional cost of such water in the amount of \$161,901,135.20 (i.e., \$339,594,745.20 - \$177,693,610.00).</p> <ul style="list-style-type: none"> <li>Dwayne Chisam dec., ¶12.</li> </ul>	<p>Disputed.</p> <p>AVEK has not produced admissible evidence in support of its contention.</p> <p>Both District No. 40 as well as property owners within District No. 40's jurisdiction pay for the SWP water and other AVEK costs. (<i>Id.</i>, ¶ 4, Ex. C [August 11, 1987 AVEK letter].) Property owners that have detached themselves from AVEK must continue to pay taxes to AVEK. (Stats. 1959, ch. 2146, p. 5114, Deering's Ann. Wat.-Uncod. Acts (2013) Act 580, § 84; <i>Antelope Valley-East Kern Water Agency</i>, <i>supra</i>, 204 Cal. App. 3d at 995.)</p> <p>Objections to Chisam Decl. at p. 9: Lack of personal knowledge; lack of foundation; inadmissible hearsay; inadmissible testimony regarding content of a writing.</p>

1 2 3 4 5 6 7 8 9 10 11 12 13 14	60.  Considered in a slightly different way, Waterworks District #40 received 42% of the total water delivered to AVEK's customers (i.e., 808,790AF ÷ 1,923,039 AF), but paid only 22% of the total cost of that water (i.e., \$177,693,610 ÷ \$807,440,269.84).  • Dwayne Chisam dec., ¶13.	Disputed.  AVEK has not produced admissible evidence in support of its contention.  AVEK's calculation does not take into account of money paid by property owners within District No. 40's jurisdiction. ( <i>Id.</i> , ¶ 4, Ex. C [August 11, 1987 AVEK letter].) Moreover, property owners that have detached themselves from AVEK must continue to pay taxes to AVEK. (Stats. 1959, ch. 2146, p. 5114, Deering's Ann. Wat.-Uncod. Acts (2013) Act 580, § 84; <i>Antelope Valley-East Kern Water Agency, supra</i> , 204 Cal. App. 3d at 995.)  Objections to Chisam Decl. at pp. 9-10: Lack of personal knowledge; lack of foundation; inadmissible hearsay; inadmissible testimony regarding content of a writing.
15 16 17 18 19 20 21 22 23 24 25 26 27 28	61.  The amount of money paid directly by Waterworks District #40, combined with the payments made by taxpayers located within the area of adjudication serviced by both Waterworks District #40 and AVEK, is still less than the total actual cost of the water AVEK delivered to Waterworks District #40.  • Dwayne Chisam dec., ¶14.	Disputed.  AVEK has not produced admissible evidence in support of its contention.  Both District No. 40 as well as property owners within District No. 40's jurisdiction pay for the SWP water and other AVEK costs. ( <i>Id.</i> , ¶ 4, Ex. C [August 11, 1987 AVEK letter].) Property owners that have detached themselves from AVEK must continue to pay taxes to AVEK. (Stats. 1959, ch. 2146, p. 5114, Deering's Ann. Wat.-Uncod. Acts (2013) Act 580, § 84; <i>Antelope Valley-East Kern Water Agency, supra</i> , 204 Cal. App. 3d at 995.)  Objections to Chisam Decl. at pp. 10-11: Lack of personal knowledge; lack of foundation; inadmissible hearsay; inadmissible testimony regarding content



1		of a writing.
2	62.	Disputed.
3	Some of Waterworks District #40's	AVEK has not produced admissible
4	customers are located outside of both	evidence in support of its contention.
5	AVEK's service area and the area of the	
6	adjudication; accordingly, those customers	Public Water Suppliers, not AVEK,
7	of Waterworks District #40 do not pay	imported the SWP water to the Basin.
8	property taxes which support AVEK's	AVEK does not deliver SWP water to the
9	importation of SWP water at all.	Public Water Suppliers or other AVEK
10		customers but for their request and
11	• Dwayne Chisam dec., ¶15.	payment for such water. (Dunn Decl., Ex.
12		F [June 13, 1980 AVEK Letter])
13		
14		AVEK charges District No. 40 a higher
15		rate for SWP water that will be delivered
16		to customers outside of AVEK's
17		jurisdiction to recover for costs that are
18		otherwise paid by property owners in
19		AVEK's original jurisdiction. (Dunn
20		Decl., Ex. G [August 11, 1987 AVEK
21		letter] ["the pricing policy of AVEK
22		requires a water rate for deliveries outside
23		the Agency service area that reflects full
24		recovery of costs, including capital for
25		associated capacity in Agency facilities,
26		that are otherwise received from property
27		taxes within the Agency service Area."].)
28		Objections to Chisam Decl. at pp. 11-12: Lack of personal knowledge; lack of foundation; inadmissible hearsay; inadmissible testimony regarding content of a writing.
	63.	Disputed.
	Many of AVEK's taxpayers are "non-	AVEK has not produced admissible
	users," i.e., they either take water from	evidence in support of its contention.
	wells or leave their properties fallow; as a	
	result, such non-users do not benefit	Taxes paid by property owners to AVEK
	directly from the SWP, although their	are independent of whether AVEK
	property taxes significantly subsidize the	supplies the taxpayers with SWP water
	water purchased by Waterworks District	and are meant to finance the SWP, not to
	#40 and other AVEK customers.	subsidize the water costs. (Stats. 1959, ch.

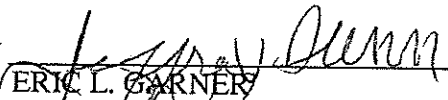
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<ul style="list-style-type: none"><li>• Dwayne Chisam dec., ¶16.</li></ul>	<p>2146, p. 5114, Deering's Ann. Wat.– Uncod. Acts (2013) Act 580, § 84; <i>Antelope Valley-East Kern Water Agency</i>, <i>supra</i>, 204 Cal. App. 3d at 995 [“Payment obligations [to AVEK] is required even if contracting agencies have not yet received any water”].)</p> <p>Objections to Chisam Decl. at pp. 12-13: Lack of personal knowledge; lack of foundation; inadmissible hearsay; inadmissible testimony regarding content of a writing.</p>
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Dated: December 27, 2013

BEST BEST & KRIEGER LLP

By



ERIC L. GARNER  
JEFFREY V. DUNN  
WENDY Y. WANG

Attorneys for LOS ANGELES COUNTY  
WATERWORKS DISTRICT NO. 40

**PROOF OF SERVICE**

I, Kerry V. Keefe, declare:

I am a resident of the State of California and over the age of eighteen years, and not a party to the within action; my business address is Best Best & Krieger LLP, 18101 Von Karman Avenue, Suite 1000, Irvine, California 92712. On December 27, 2013, I served the within document(s):

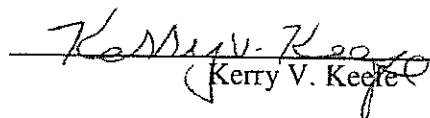
**PUBLIC WATER SUPPLIERS' SEPARATE STATEMENT OF  
UNDISPUTED MATERIAL FACTS IN OPPOSITION TO AVEK'S  
MOTION FOR SUMMARY ADJUDICATION**

- ☒ by posting the document(s) listed above to the Santa Clara County Superior Court website in regard to the Antelope Valley Groundwater matter.
- ☐ by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at Irvine, California addressed as set forth below.
- ☐ by causing personal delivery by ASAP Corporate Services of the document(s) listed above to the person(s) at the address(es) set forth below.
- ☐ by personally delivering the document(s) listed above to the person(s) at the address(es) set forth below.

I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on December 27, 2013, at Irvine, California.

  
Kerry V. Keefe

26345.00000\8486529.3

BEST BEST & KRIEGER LLP

ERIC L. GARNER, Bar No. 130665

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WATERWORKS DISTRICT NO. 40

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COUNTY WATERWORKS DISTRICT NO. 40

[See Next Page For Additional Counsel]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES – CENTRAL DISTRICT

ANTELOPE VALLEY GROUNDWATER  
CASES

Included Actions:

Los Angeles County Waterworks District No.  
40 v. Diamond Farming Co., Superior Court of  
California, County of Los Angeles, Case No.  
BC 325201;

Los Angeles County Waterworks District No.  
40 v. Diamond Farming Co., Superior Court of  
California, County of Kern, Case No. S-1500-  
CV-254-348;

Wm. Bolthouse Farms, Inc. v. City of  
Lancaster, Diamond Farming Co. v. City of  
Lancaster, Diamond Farming Co. v. Palmdale  
Water Dist., Superior Court of California,  
County of Riverside, Case Nos. RIC 353 840,  
RIC 344 436, RIC 344 668;

RICHARD WOOD, on behalf of himself and  
all other similarly situated v. A.V. Materials,

EXEMPT FROM FILING FEES  
UNDER GOVERNMENT CODE  
SECTION 6103

Judicial Council Coordination Proceeding  
No. 4408

CLASS ACTION

Santa Clara Case No. 1-05-CV-049053  
Assigned to the Honorable Jack Komar

REQUEST FOR JUDICIAL NOTICE IN  
SUPPORT OF PUBLIC WATER  
SUPPLIERS' OPPOSITION TO MOTION  
FOR SUMMARY ADJUDICATION

*[Filed concurrently with Opposition,  
Separate Statement of Disputed Facts and  
Declarations of Jeffrey V. Dunn and Steve  
A. Perez]*

1 Inc., et al., Superior Court of California,  
2 County of Los Angeles, Case No. BC509546.

3 RICHARDS WATSON & GERSHON

4 James L. Markman, Bar No. 43536  
5 Steven Orr, Bar No. 136615  
6 355 S. Grand Avenue, 40<sup>th</sup> Floor  
7 Los Angeles, CA 90071-3101  
8 (213) 626-8484 (213) 626-0078 fax  
9 Attorneys for City of Palmdale

10 MURPHY & EVERTZ LLP

11 Douglas J. Evertz, Bar No. 123066  
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13 Costa Mesa, CA 92626  
14 (714) 277-1700; (714) 277-1777 fax  
15 Attorneys for City of Lancaster and Rosamond  
16 Community Services District

17 LEMIEUX & O'NEILL

18 Wayne Lemieux, Bar No. 43501  
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20 Westlake Village, CA 91362  
21 (805) 495-4770 (805) 495-2787 fax  
22 Attorneys for Littlerock Creek Irrigation District,  
23 Palm Ranch Irrigation District, Desert Lake  
24 Community Services District, North Edwards Water  
25 District, Llano Del Rio Water Company, Llano  
26 Mutual Water Company, and Big Rock Mutual Water  
27 Company

28 CHARLTON WEEKS LLP

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1007 West Avenue M-14, Suite A  
Palmdale, CA 93551  
(661) 265-0969 (661) 265-1650 fax  
Attorneys for Quartz Hill Water District

CALIFORNIA WATER SERVICE COMPANY

John Tootle, Bar No. 181822  
2632 West 237<sup>th</sup> Street  
Torrance, CA 90505  
(310) 257-1488; (310) 325-4605-fax

Pursuant to Evidence Code Section 452 and 453, Los Angeles County Waterworks District No. 40, City of Palmdale, City of Lancaster, Rosamond Community Services District, Littlerock Creek Irrigation District, Palm Ranch Irrigation District, Desert Lake Community Services District, North Edwards Water District, Llano Del Rio Water Company, Llano Mutual Water Company, Big Rock Mutual Water Company, Quartz Hill Water District, and California Water Service Company (collectively, "Public Water Suppliers") request that the Court take judicial notice of the following documents:

1. Overview of the California State Water Project and the Central Valley Project from the website of the California Department of Water Resources, found at <http://www.water.ca.gov/swp/cvp.cfm>, a true and correct copy of which is attached hereto as Exhibit 1; and
2. Overview of the California State Water Project Contractors from the website of the California Department of Water Resources, found at [http://www.water.ca.gov/swp/contractor\\_intro.cfm](http://www.water.ca.gov/swp/contractor_intro.cfm), a true and correct copy of which is attached hereto as Exhibit 2.

This Request for Judicial Notice is made on the grounds that the above exhibits are relevant to the Court's determination on the Public Water Suppliers' Opposition to Antelope Valley-East Kern Water Agency's Motion for Summary Adjudication, as set forth in their Opposition, and will aid the Court in determining the same. The exhibits are judicially noticeable under Section 452, subdivisions (g) and (h). Section 452, subdivision (g) provides that judicial notice may be taken of "[f]acts and propositions that are of such common knowledge within the territorial jurisdiction of the court that they cannot reasonably be the subject of dispute." Section 452, subdivision (h) provides that judicial notice may be taken of "[f]acts and propositions that are not reasonably subject to dispute and are capable of immediate and accurate determination by resort to sources of reasonably indisputable accuracy."


Under Section 453 of the Evidence Code, this Request for Judicial Notice is conditionally mandatory and must be granted if sufficient notice is given to the adverse party and if the court is furnished with sufficient information to enable it to take notice of the matter. (*People v. Maxwell*

1 (1978) 78 Cal.App.3d 124, 130-31.) By this request, Public Water Suppliers give the Court and  
2 adverse parties sufficient notice and information to enable it to take judicial notice of the  
3 document attached hereto as Exhibit 1 and Exhibit 2.

4 Dated: December 27, 2013

BEST BEST & KRIEGER LLP

6 By

  
ERIC L. GARNER  
JEFFREY V. DUNN  
WENDY Y. WANG

Attorneys for LOS ANGELES COUNTY  
WATERWORKS DISTRICT NO. 40

# EXHIBIT “1”



## **California State Water Project and the Central Valley Project**

---

Today the Central Valley Project, operated by the U.S. Bureau of Reclamation, is one of the world's largest water storage and transport systems. Its 22 reservoirs have a combined storage of 11 million acre-feet, of which 7 million acre-feet is delivered in an average year. In comparison, the SWP's 20 major reservoirs can hold 5.8 million acre-feet, with annual deliveries averaging up to 3 million acre-feet.

CVP water irrigates more than 3 million acres of farmland and provides drinking water to nearly 2 million consumers. SWP deliveries are 70 percent urban and 30 percent agriculture, meeting the needs of 20 million Californians and more than 600,000 irrigated acres, respectively.

The CVP has long-term contracts with more than 250 contractors in 29 out of 58 counties; while 29 agencies have 50-year contracts with the SWP.

# EXHIBIT “2”

## California State Water Project Water Contractors

---

During the 1960s, as the Project was being constructed, long-term contracts were signed with public water agencies, known as the State Water Project contractors. They receive annual allocations, specified annual amounts of water, as agreed to in their contracts, which will expire in 2035. In return, the contractors repay principal and interest on both the general obligation bonds that initially funded the Project's construction and the revenue bonds that paid for additional facilities. The contractors also pay all costs, including labor and power, to maintain and operate the Project's facilities.

### Deliveries

The SWP's water supply capability depends on rainfall, snowpack, runoff, reservoir storage, pumping capacity from the Delta, and legal environmental constraints on project operations. Project water supply comes from storage at Lake Oroville and high runoff flows in the Delta. Water deliveries have ranged from 1.4 million acre-feet in dry years to almost 4.0 million acre-feet in wet years. In January 2000, the SWP exceeded 60 million acre-feet in total deliveries since operations began in 1962. [SWP Annual Water Deliveries Chart](#)

In most cases, contractors use SWP water to supplement local or other imported supplies. Five contractors use Project water primarily for agricultural purposes (mainly southern San Joaquin Valley); the remaining 24 primarily for municipal purposes.

### Service Areas

The service areas of these contracting agencies extend from Plumas County in the north to San Diego County adjacent to the Mexican border. These contractors' service areas comprise almost one quarter of California's land area and more than two-thirds of its population. While many of the contractors are agencies that have been in existence for many years, a number of the districts were formed for the express purpose of contracting for SWP water ([Water Contractors Service Areas & Annual Allocations](#)).

The SWP made its first deliveries in 1962 to the Bay Area. In 1968, service was extended into the central and southern San Joaquin Valley, and by 1972, Southern California areas began receiving their first deliveries.

### SWP Contractors Payments

SWP contractors pay the same amount per acre-foot of their allocations for constructing and operating the SWP conservation facilities, which are used to develop the Project's water supply. These facilities include Lake Oroville, San Luis Reservoir, and a portion of the California Aqueduct from the Delta to San Luis Reservoir.

The Delta Water Charge, which is common to all contractors, provides funds to maintain water quality in the Sacramento-San Joaquin Delta, where the water is exported to various regions of the State. Each contractor also pays transportation charges for the construction, operation, and maintenance of necessary facilities to convey water to their respective locations. The greater the distance the water is transported, the higher the cost.

The SWP contractors also repay all costs related to the Project ([SWP Contractors Financing Repayment Charts](#)). Annual repayments total about \$600 million a year (2002). Of that amount, operation and maintenance (O&M) costs for labor and equipment account for 30 percent. The cost for power (purchases less generation and sales) amounts to 20 percent. Bond service payments of principal and interest and repayments for other capital financing are about 50 percent.

Through 2001, the contractors have paid cumulative payments totaling \$9 billion.

**PROOF OF SERVICE**

I, Kerry V. Keefe, declare:

I am a resident of the State of California and over the age of eighteen years, and not a party to the within action; my business address is Best Best & Krieger LLP, 18101 Von Karman Avenue, Suite 1000, Irvine, California 92612. On December 27, 2013, I served the within document(s):

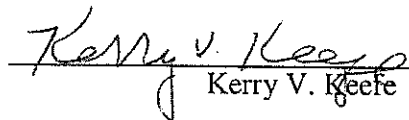
**REQUEST FOR JUDICIAL NOTICE ISO IN SUPPORT OF LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 40'S OPPOSITION TO MOTION FOR SUMMARY ADJUDICATION**

- ☒ by posting the document(s) listed above to the Santa Clara County Superior Court website in regard to the Antelope Valley Groundwater matter.
- ☐ by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at Irvine, California addressed as set forth below.
- ☐ by causing personal delivery by ASAP Corporate Services of the document(s) listed above to the person(s) at the address(es) set forth below.
- ☐ by personally delivering the document(s) listed above to the person(s) at the address(es) set forth below.

I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on December 27, 2013, at Irvine, California.

  
Kerry V. Keefe

26345.00000\8474216.1

BEST BEST & KRIEGER LLP

ERIC L. GARNER, Bar No. 130665

JEFFREY V. DUNN, Bar No. 131926

WENDY Y. WANG, Bar No. 228923

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TELEPHONE: (949) 263-2600

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Attorneys for LOS ANGELES COUNTY

WATERWORKS DISTRICT NO. 40

OFFICE OF COUNTY COUNSEL

COUNTY OF LOS ANGELES

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COUNTY COUNSEL

WARREN WELLEN, Bar No. 139152

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500 WEST TEMPLE STREET

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Attorneys for Cross-Complainant LOS ANGELES

COUNTY WATERWORKS DISTRICT NO. 40

[See Next Page For Additional Counsel]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES – CENTRAL DISTRICT

ANTELOPE VALLEY GROUNDWATER  
CASES

Included Actions:

Los Angeles County Waterworks District No.  
40 v. Diamond Farming Co., Superior Court of  
California, County of Los Angeles, Case No.  
BC 325201;

Los Angeles County Waterworks District No.  
40 v. Diamond Farming Co., Superior Court of  
California, County of Kern, Case No. S-1500-  
CV-254-348;

Wm. Bolthouse Farms, Inc. v. City of  
Lancaster, Diamond Farming Co. v. City of  
Lancaster, Diamond Farming Co. v. Palmdale  
Water Dist., Superior Court of California,  
County of Riverside, Case Nos. RIC 353 840,  
RIC 344 436, RIC 344 668;

RICHARD WOOD, on behalf of himself and  
all other similarly situated v. A.V. Materials.

Judicial Council Coordination Proceeding  
No. 4408

CLASS ACTION

Santa Clara Case No. 1-05-CV-049053  
Assigned to the Honorable Jack Komar

DECLARATION OF JEFFREY V. DUNN  
IN SUPPORT OF IN SUPPORT OF LOS  
ANGELES COUNTY WATERWORKS  
DISTRICT NO. 40'S OPPOSITION TO  
MOTION FOR SUMMARY  
ADJUDICATION

*[Filed concurrently with Opposition,  
Separate Statement of Disputed Facts,  
Request for Judicial Notice, and  
Declaration of Steve A. Perez]*

1 Inc., et al., Superior Court of California,  
2 County of Los Angeles, Case No. BC509546.

3 RICHARDS WATSON & GERSHON

4 James L. Markman, Bar No. 43536

5 Steven Orr, Bar No. 136615

6 355 S. Grand Avenue, 40<sup>th</sup> Floor

7 Los Angeles, CA 90071-3101

8 (213) 626-8484 (213) 626-0078 fax

9 Attorneys for City of Palmdale

10 MURPHY & EVERTZ LLP

11 Douglas J. Evertz, Bar No. 123066

12 650 Town Center Drive, Suite 550

13 Costa Mesa, CA 92626

14 (714) 277-1700; (714) 277-1777 fax

15 Attorneys for City of Lancaster and Rosamond  
16 Community Services District

17 LEMIEUX & O'NEILL

18 Wayne Lemieux, Bar No. 43501

19 4165 E. Thousand Oaks Blvd., Ste. 350

20 Westlake Village, CA 91362

21 (805) 495-4770 (805) 495-2787 fax

22 Attorneys for Littlerock Creek Irrigation District,

23 Palm Ranch Irrigation District, Desert Lake

24 Community Services District, North Edwards Water

25 District, Llano Del Rio Water Company, Llano

26 Mutual Water Company, and Big Rock Mutual Water  
27 Company

28 CHARLTON WEEKS LLP

Bradley T. Weeks, Bar No. 173745

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Attorneys for Quartz Hill Water District

CALIFORNIA WATER SERVICE COMPANY

John Tootle, Bar No. 181822

2632 West 237<sup>th</sup> Street

Torrance, CA 90505

(310) 257-1488; (310) 325-4605-fax

**DECLARATION OF JEFFREY V. DUNN**

I, Jeffrey V. Dunn, declare:

1. I have personal knowledge of the facts below, and if called upon to do so, I could testify competently thereto in a court of law.

2. I am an attorney licensed to practice law in the State of California. I am a partner of Best, Best & Krieger LLP, attorneys of record for the Los Angeles County Waterworks District No. 40 ("District No. 40").

3. Attached as Exhibit "A" is a true and correct copy of Antelope Valley-East Kern Water Agency's ("AVEK") Cross-Complaint in the Antelope Valley Groundwater Cases, Judicial Council Coordination No. 4408. AVEK's Cross-Complaint was posted on the Court's website and filed on or about August 30, 2006.

4. Attached as Exhibit "B" is a true and correct copy of District No. 40 and Rosamond Community Services District's answer to all complaints and cross-complaints, including AVEK's Cross-Complaint, in the Antelope Valley Groundwater Cases, Judicial Council Coordination No. 4408. The answer was posted on the Court's website and filed on or about February 23, 2007.

5. Attached as Exhibit "C" is a true and correct copy of a document, titled AVEK's 2010 Urban Water Management Plan, that was posted to the Court's website by AVEK on or about December 9, 2013.

6. Attached as Exhibit "D" is a true and correct copy of a print-out from the webpage, [http://www.avek.org/index.cfm?fuseaction=menu&menu\\_id=5011](http://www.avek.org/index.cfm?fuseaction=menu&menu_id=5011), that I caused to be printed. The title of the webpage is "Capital Facilities Charges".

7. Attached as Exhibit "E" is a true and correct copy of a contract, titled "Water Service Agreement between Antelope Valley-East Kern Water Agency and Los Angeles County Waterworks Districts Nos. 4 and 34" and dated July 17, 1970. This agreement is kept in the files of the County of Los Angeles Department of Public Works.

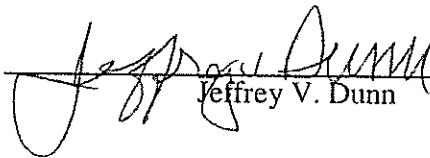
8. Attached as Exhibit "F" is a true and correct copy of a letter, dated June 13 1980, from Wallace G. Spinarski, who was the General Manager of AVEK, that was received by the

1 Waterworks and Sewer Maintenance Division of the Los Angeles County Department of Public  
2 Works on June 16, 1980. This letter is kept in the files of the County of Los Angeles Department  
3 of Public Works.

4 9. Attached as Exhibit "G" is a true and correct copy of a letter, dated August 11,  
5 1987, from Wallace G. Spinarski, who was the General Manager of AVEK, to Robert Larson, the  
6 Assistant Deputy Director of Waterworks and Sewer Maintenance Division of the Los Angeles  
7 County Department of Public Works. This letter is kept in the files of the County of Los Angeles  
8 Department of Public Works.

9 I declare under penalty of perjury under the laws of the State of California that the  
10 foregoing is true and correct.

11 Executed this 27th day of December, 2013, at Irvine, California.

12  
13   
14 Jeffrey V. Dunn  
15  
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18  
19  
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21  
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26  
27  
28



**PROOF OF SERVICE**

I, Kerry V. Keefe, declare:

I am a resident of the State of California and over the age of eighteen years, and not a party to the within action; my business address is Best Best & Krieger LLP, 18101 Von Karman Avenue, Suite 1000, Irvine, California 92612. On December 27, 2013, I served the within document(s):

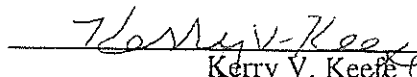
**DECLARATION OF JEFFREY V. DUNN IN SUPPORT OF IN SUPPORT  
OF LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 40'S  
OPPOSITION TO MOTION FOR DETERMINATION OF GOOD FAITH  
SETTLEMENT BY THE WOOD CLASS SETTLING DEFENDANTS**

- ☒ by posting the document(s) listed above to the Santa Clara County Superior Court website in regard to the Antelope Valley Groundwater matter.
- ☐ by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at Irvine, California addressed as set forth below.
- ☐ by causing personal delivery by ASAP Corporate Services of the document(s) listed above to the person(s) at the address(es) set forth below.
- ☐ by personally delivering the document(s) listed above to the person(s) at the address(es) set forth below.

I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on December 27, 2013, at Irvine, California.

  
Kerry V. Keefe

26345.00000\8474238.1

# EXHIBIT “A”

1 William J. Brunick, Esq. [SB No. 46289]  
Steven K. Beckett, Esq. [SB No. 97413]  
2 Steven M. Kennedy, Esq. [SB No. 141061]  
BRUNICK, McELHANEY & BECKETT  
3 1839 Commercenter West  
P.O. Box 6425  
4 San Bernardino, California 92412-6425  
Telephone: (909) 889-8301  
5 Facsimile: (909) 388-1889

*Exempt from filing fee pursuant to  
Gov't. Code Section 6103*

6 Attorneys for ANTELOPE VALLEY-EAST KERN WATER AGENCY

7  
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
9 **FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT**  
10

11 Coordination Proceeding  
Special Title (Rule 1550(b))

Judicial Council Coordination Proceeding  
No. 4408

12 **ANTELOPE VALLEY GROUNDWATER**  
13 **CASES**

**Santa Clara Case No. 1-05-CV-049053**

Assigned to The Honorable Jack Komar, Dept. 17

14  
15 Antelope Valley-East Kern Water Agency,

16 Cross-Complainant,

17 vs.

**CROSS-COMPLAINT OF ANTELOPE  
VALLEY-EAST KERN WATER AGENCY  
FOR DECLARATORY AND INJUNCTIVE  
RELIEF**

18 Palmdale Water District; Quartz Hill Water  
19 District; Los Angeles County Waterworks  
20 District No. 40; Rosamond Community  
21 Services District; Diamond Farming Company,  
a corporation; Wm. Bolthouse Farms, Inc., a  
22 corporation; Bolthouse Properties, Inc.;  
California Water Service Company; City of  
23 Lancaster; City of Los Angeles; City of  
Palmdale; Littlerock Creek Irrigation District;  
24 Palm Ranch Irrigation District; Edwards Air  
Force Base, California; United States  
25 Department of The Air Force; ABC Williams  
26 Enterprises LP; Airtrust Singapore Private  
Limited; Marwan M. Aldais; Allen Alevy;  
27 Allen Alevy and Alevy Family Trust; A V  
28 Materials, Inc.; Guss A. Barks, Jr.; Peter G.

1 Barks; Ildefonso S. Bayani; Nilda V. Bayani;  
2 Randall Y. Blayney; Melody S. Bloom; David  
3 L. Bowers; Ronald E. Bowers; Bruce Burrows;  
4 B.J. Calandri; John Calandri; John Calandri;  
5 John Calandri as Trustee of the John and B.J.  
6 Calandri 2001 Trust; California Portland  
7 Cement Company; Calmat Land Co.; Melinda  
8 E. Cameron; Catellus Development  
9 Corporation; Bong S. Chang; Jeanna Y. Chang;  
10 Moon S. Chang; Jacob Chetrit; Frank S.  
11 Chiodo; Lee S. Chiou; M S Chung; Carol K.  
12 Claypool; C.C. Thelma Cole; J. Cole; J. Cole as  
13 Trustee for the T.J. Cole Trust; Consolidated  
14 Rock Products Co.; County Sanitation District  
15 No. 14; County Sanitation District No. 20; Ruth  
16 A. Cumming; Ruth A. Cumming as Trustee of  
17 the Cumming Family Trust; Catharine M.  
18 Davis; Milton S. Davis; Del Sur Ranch LLC;  
19 Sarkis Djanibekyan; Hong Dong; Ying X Dong;  
20 Dorothy Dreier; George E. Dreier; Morteza M.  
21 Foroughi; Morteza M. Foroughi as Trustee of  
22 the Foroughi Family Trust; Lewis Fredrichsen;  
23 Aurora P. Gabuya; Rodrigo L. Gabuya; GGF  
24 LLC; Betty Gluckstein; Joseph H. Gluckstein;  
25 Morris Gluckstein; Rose Gluckstein; Frank G.  
26 Godde; Forrest G. Godde as Trustee of the  
27 Forrest G. Godde Trust; Lawrence A. Godde;  
28 Lawrence A. Godde and Godde Trust; L.  
Gorrindo; Maria B. Gorrindo; Maria B.  
Gorrindo as Trustee for the M. Gorrindo Trust;  
Roland N. Grubb; Roland N. Grubb and Grubb  
Family Trust; Andreas Hauke; Marilyn Hauke;  
Healy Enterprises, Inc.; Walter E. Helmick;  
Donna L. Higelmire; Michael N. Higelmire;  
Hines Family Trust; Hooshpack Dev Inc.; Chi  
S. Huang; Suchu T. Huang; Hypericum  
Interests LLC; Daryush Iraninezhad; Esfandiar  
Kadivar; Esfandiar Kadivar as Trustee of the  
Kadivar Family Trust; A. David Kagon; A.  
David Kagon as Trustee for the Kagon Trust;  
Cheng Lin Kang; Herbert Katz; Herbert Katz as  
Trustee for the Katz Family Trust; Marianne  
Katz; Lilian S. Kaufman; Lilian S. Kaufman as  
Trustee for the Lilian S. Kaufman Trust;

1 Kazuko Yoshimatsu; Billy H. Kim; Kootenai  
2 Properties, Inc.; Gailen Kyle; Gailen Kyle as  
3 Trustee of the Kyle Trust; James W. Kyle;  
4 James W. Kyle as Trustee of the Kyle Family  
5 Trust; Julia Kyle; Wanda E. Kyle; Fares A.  
6 Lahoud; Ying Wah Lam; Land Business  
7 Corporation; Lawrence Charles Trust; Leslie  
8 Property; Light Andrew & Youngnam; Man C.  
9 Lo; Shiung Ru Lo; Lyman C. Miles; Lyman C.  
10 Miles as Trustee for the Miles Family Trust;  
11 Malloy Family Partners LP; Mission Bell  
12 Ranch Development; Barry S. Munz; Kathleen  
13 M. Munz; Terry A. Munz; M.R. Nasir; Eugene  
14 B. Nebeker; Simin C. Newman; Henry Ngo;  
15 Frank T. Nguyen; Juanita R. Nichols; Oliver  
16 Nichols; Oliver Nichols as Trustee of the  
17 Nichols Family Trust; Owl Properties, Inc.;  
18 Norman L. Poulsen; Elias Qarmout; Victoria  
19 Rahimi; R and M Ranch; Veronika Reinelt;  
20 Reinelt Rosenloecher Corp. PSP; Patricia J.  
21 Riggins; Patricia J. Riggins as Trustee of the  
22 Riggins Family Trust; Edgar C. Ritter; Paula E.  
23 Ritter; Paula E. Ritter as Trustee of the Ritter  
24 Family Trust; Romo Lake Los Angeles  
25 Partnership; Rosemount Equities LLC Series;  
26 Royal Investors Group; Royal Western  
27 Properties LLC; Santa Monica Mountains  
28 Conservancy; San Yu Enterprises, Inc.; Daniel  
Saparzadeh; Helen Stathatos; Savas Stathatos;  
Savas Stathatos as Trustee for the Stathatos  
Family Trust; Martin Schwartz; Martin  
Schwartz as Trustee of the Burroughs IRR  
Family Trust; Seven Star United LLC; Mark H.  
Shafron; Robert L. Shafron; Kamram S.  
Shakib; Donna L. Simpson; Gareth L. Simpson;  
Gareth L. Simpson as Trustee of the Simpson  
Family Trust; Soaring Vista Properties, Inc.;  
Maurice H. Stans; State of California; George  
C. Stevens, Jr.; George C. Stevens, Jr. as  
Trustee of the George C. Stevens, Jr. Trust;  
George L. Stimson, Jr.; George L. Stimson, Jr.  
as Trustee of the George L. Stimson, Jr. Trust;  
Tejon Ranchcorp; Tierra Bonita Ranch  
Company; Tiong D. Tiu; Beverly J. Tobias;

1 Beverly J. Tobias as Trustee of the Tobias  
2 Family Trust; Jung N. Tom; Sheng Tom;  
3 Wilma D. Trueblood; Wilma D. Trueblood as  
4 Trustee of the Trueblood Family Trust; Unison  
5 Investment Co., LLC; Delmar D. Van Dam;  
6 Gertrude J. Van Dam; Keith E. Wales; E C  
7 Wheeler LLC; WM Bolthouse Farms, Inc.;  
8 Alex Wodchis; Elizabeth Wong; Mary Wong;  
9 Mike M. Wu; Mike M. Wu as Trustee of the  
10 Wu Family Trust; State of California 50<sup>th</sup>  
11 District and Agricultural Association; and Does  
12 1 through 25,000,

13  
14 Cross-Defendants.

15  
16 Cross-Complainant ANTELOPE VALLEY-EAST KERN WATER AGENCY alleges:

### 17 INTRODUCTION

18 1. This Cross-Complaint for declaratory and injunctive relief seeks a judicial determination  
19 of rights to all water within the Antelope Valley Groundwater Basin (the "Basin"). An adjudication is  
20 necessary to protect and conserve the limited water supply that is vital to the public health, safety, and  
21 welfare of all persons and entities that depend upon native water from the Basin and supplemental water  
22 from Cross-Complainant. For these reasons, Cross-Complainant files this Cross-Complaint to protect the  
23 general public welfare in the Antelope Valley and to protect the Antelope Valley from a loss of the  
24 public's water supply.

### 25 PARTIES

26 2. Cross-Complainant is self-governing special district duly organized and operating pursuant  
27 to the Antelope Valley-East Kern Water Agency Law, California Water Code Appendix Section 98-49  
28 et seq. This action is brought by Cross-Complainant under and pursuant to the powers granted it by the  
Antelope Valley-East Kern Water Agency Law.

3. The jurisdictional boundaries of Cross-Complainant are located in the Antelope Valley and  
include a majority of the land mass overlying the Basin. Cross-Complainant is a party to a long-term

1 contract with the State of California that entitles Cross-Complainant to receive the greatest amount of  
2 import water from the State Water Project for delivery and use within the Basin.

3 3. On information and belief, each party named herein as a Cross-Defendant are persons or  
4 entities that own and/or possess a beneficial interest in real property overlying the Basin, and/or extract  
5 groundwater from the Basin, and/or claim a right to extract groundwater from the Basin, and/or have or  
6 assert claims adverse to Cross-Complainant's rights and interests.

7 4. Cross-Complainant is informed and believes, and thereon alleges, that Cross-Defendants  
8 DOES 1 through 25,000 are the owners, lessees, or other persons or entities holding or claiming to hold  
9 ownership or possessory interests in real property within the boundaries of the Basin; extract water from  
10 the Basin; claim some right, title or interest to water located within the Basin; or that they have or assert  
11 claims adverse to Cross-Complainant's rights and interests. Cross-Complainant is presently unaware of  
12 the true names and capacities of these DOE Cross-Defendants, and therefore sues those Cross-Defendants  
13 by fictitious names. Cross-Complainant will seek leave to amend this Cross-Complaint to add names and  
14 capacities when they are ascertained.

#### 15 BACKGROUND

16 5. The Basin is located in the Antelope Valley, a topographically closed basin in the western  
17 part of the Mojave Desert, about 50 miles northeast of Los Angeles. Cross-Complainant is informed and  
18 believes, and thereon alleges, that the Basin is several hundred square miles in diameter with outer  
19 boundaries to be determined according to proof at the time of trial. The Basin has been divided by  
20 various researchers into sub-basins; however, according to Cross-Complainant's present information and  
21 belief, the sub-basins are sufficiently hydrologically connected as to justify treating them as a single source  
22 of groundwater for purposes of determining groundwater rights.

23 6. Due to the shortage of water in the Basin, certain Cross-Defendants and other public water  
24 suppliers purchase State Water Project water from Cross-Complainant. State Project water originates in  
25 northern California and would not reach the Basin absent the importation thereof by Cross-Complainant.

26 7. The parties to whom Cross-Complainant sells State Project water each year deliver said  
27 water to their customers through waterworks systems. The retail customers use the State Project water  
28 for irrigation, domestic, municipal, and industrial uses. After the water consumers use the water, some

1 of the imported State Project water commingles with other percolating groundwater in the Basin. In this  
2 way, State Project water augments the natural supply of Basin water.

3 8. All parties herein depend on the Basin as an important source of water. But for Cross-  
4 Complainant's importation of State Project water into the Basin, Cross-Defendants would need to pump  
5 additional groundwater from the Basin each year. By storing State Project water or other imported water  
6 in the Basin, the parties herein can recover the stored water during time of drought, water supply  
7 emergencies, or other water shortages to ensure a safe and reliable supply of water to the public.

8 OVERDRAFT

9 9. Cross-Complainant is informed and believes, and upon that basis alleges, that the Basin  
10 is and has been in an overdraft condition for more than five (5) consecutive years before the filing of this  
11 Cross-Complaint. During these time periods, the total annual demand on the Basin has exceeded the  
12 supply of water from natural sources. Consequently, there is and has been a progressive and chronic  
13 decline in Basin water levels and the available natural supply is being and has been chronically depleted.  
14 Based on the present trends, demand on the Basin will continue to exceed supply. Until limited by order  
15 and judgment of the court, potable Basin water will be exhausted and land subsidence will continue.

16 10. Upon information and belief, the Cross-Defendants have, and continue to, pump,  
17 appropriate, and divert water from the natural supply of the Basin, and/or claim some interest in the Basin  
18 water. Cross-Complainant is informed and believes, and upon that basis alleges, that Cross-Defendants'  
19 combined extraction of water exceeds the Basin's safe yield.

20 11. Upon information and belief, each Cross-Defendant claims a right to take water and  
21 threatens to increase its taking of water without regard to Cross-Complainant's rights. Cross-Defendants'  
22 pumping reduces Basin water tables and contributes to the deficiency of the Basin water supply as a  
23 whole. The deficiency creates a public water shortage.

24 12. Cross-Complainant is informed and believes, and on the basis of such information and  
25 belief alleges, that each Cross-Defendant produces and uses water taken from the available supply within  
26 the Basin; that each Cross-Defendant claims rights to produce and use such water in amounts at least equal  
27 to their present uses; and that many Cross-Defendants claim the right and threaten to take increasing  
28



1 quantities of such water. Cross-Complainant is presently unaware of the exact nature or quantity of the  
2 right, if any, which each such Cross-Defendant claims.

3 13. Based upon information and belief, Cross-Complainant alleges that the aggregate amounts  
4 of water produced annually from the area of influence by and for the use of Cross-Defendants, under claim  
5 of rights, and by all others taking water therefrom and having rights therein, presently exceed the  
6 maximum quantity of water which can be produced annually from the available supply within the Basin,  
7 without unreasonably depleting and causing the eventual destruction of the groundwater as a source of  
8 supply for all those having rights therein.

9 14. Based upon information and belief, Cross-Complainant alleges that unless the rights, if any,  
10 of Cross-Defendants to produce water from the available supply within the Basin are each determined and  
11 established, and those without rights are limited as prayed, the available supply will eventually become  
12 endangered. New pumpers and those who continue to increase their quantities of production will acquire  
13 new rights to greater quantities of water which will reduce the rights of many persons who presently  
14 produce water, and eventually will render the available supply inadequate to fulfill all rights.

15 15. Cross-Defendants' continued and increasing extraction of Basin water has resulted in, and  
16 will result in a diminution, reduction and impairment of the Basin's water supply, and land subsidence.

17 16. Cross-Defendants' continued and increasing extraction of Basin water has and will deprive  
18 the Cross-Complainant of its rights to provide water for the public health, welfare, and benefit.

19 17. Cross-Defendants' methods of water use and storage are unreasonable and wasteful in the  
20 arid conditions of the Antelope Valley and thereby violate Article X, Section 2, of the California  
21 Constitution.  
22

### 23 CONTROVERSY

24 18. Cross-Complainant is are informed and believes, and thereon alleges, that there are  
25 conflicting claims of rights to the Basin and/or its water.

26 19. Cross-Complainant has a right to store water in the Basin and to extract the stored water  
27 for later use.  
28

1           20.     Cross-Complainant's water rights as described above are equal or superior in priority to  
2 those of any Cross-Defendant.

3                                   **FIRST CAUSE OF ACTION**

4                   **(Declaratory Relief - Water Rights - Against All Cross-Defendants)**

5           21.     Cross-Complainant re-alleges and incorporates by reference each and all of the preceding  
6 paragraphs as though fully set forth herein.

7           22.     An actual controversy has arisen between Cross-Complainant and each of the Cross-  
8 Defendants as to the nature, extent, and priority of each party's right to produce groundwater from and  
9 store water in the Basin. Cross-Complainant's contentions are as set forth above. On information and  
10 believe, Cross-Defendants dispute these contentions.

11           23.     A controversy also exists concerning physical facts of the Basin such as basin boundaries,  
12 degree of separation between sub-basins, and safe yield. Cross-Complainant's contentions are as set forth  
13 above. On information and belief, Cross-Defendants dispute these contentions.

14                                   **SECOND CAUSE OF ACTION**

15                   **(Declaratory Relief - Physical Solution - Against All Cross-Defendants)**

16           24.     Cross-Complainant re-alleges and incorporates by reference each and all of the preceding  
17 paragraphs as though fully set forth herein.

18           25.     Upon information and belief, Cross-Complainant alleges that Cross-Defendants, and each  
19 of them, claim an interest or right to Basin water, and further claim they can increase their pumping  
20 without regard to the rights of Cross-Complainant. Unless restrained by order of the Court, Cross-  
21 Defendants will continue to take increasing amounts of water from the Basin, causing great and irreparable  
22 damage and injury to Cross-Complainant and to the Basin. Money damages cannot compensate for the  
23 damage and injury to the Basin.

24           26.     The amount of Basin water available to Cross-Complainant has been reduced because  
25 Cross-Defendants have extracted, and continue to extract, increasingly large amounts of water from the  
26 Basin. Unless the court enjoins and restrains Cross-Defendants, and each of them, the aforementioned  
27  
28

1 conditions will worsen. Consequently, the Basin's groundwater supply will be further depleted, thus  
2 reducing the amount of Basin water available to the public.

3 27. California law makes it the duty of the trial court to consider a "physical solution" to water  
4 rights disputes. A physical solution is a common-sense approach to resolving water rights litigation that  
5 seeks to satisfy the reasonable and beneficial needs of all parties through augmenting the water supply or  
6 other practical measures. The physical solution is a practical way of fulfilling the mandate of the  
7 California Constitution (Article X, section 2) that the water resources of the State be put to use to the  
8 fullest extent of which they are capable.

9 28. This court must determine, impose and retain continuing jurisdiction in order to enforce  
10 a physical solution upon the parties who pump water from the Basin, and thereby prevent irreparable  
11 injury to the Basin. Available solutions to the Basin problems may include, but are not limited to, the  
12 court appointment of a Watermaster, and monetary and metering and assessments upon water extraction  
13 from the Basin. Such assessments would pay for the purchase of supplemental water from Cross-  
14 Complainant for delivery to the Basin.

### 15 THIRD CAUSE OF ACTION

#### 16 **(Declaratory Relief - Storage Of Imported Water - Against All Cross-Defendants)**

17 29. Cross-Complainant re-alleges and incorporates by reference each and all of the preceding  
18 paragraphs as though fully set forth herein.

19 30. Cross-Complainant delivers water from the State Water Project. State Project water is not  
20 native to the Basin. Importing State Project water decreases the need of Cross-Defendants to pump water  
21 from the Basin. Cross-Complainant's status as a contractor with the State of California for the delivery  
22 of State Project water is the reason it has been brought to the Basin. Cross-Complainant pays a substantial  
23 annual cost to import State Project water, and this amount is subject to periodic increases.

24 31. Cross-Complainant alleges there is underground space available in the Basin for storing  
25 imported State Project water.

26 32. As the primary importer of State Project water into the Basin, Cross-Complainant has the  
27 right to store imported State Project water underground in the Basin, and also has the sole right to pump  
28

1 or otherwise use such stored State Project water. The rights of Cross-Defendants, if any, are limited to  
2 the native supply of the Basin and/or to their own imported water. Cross-Defendants' rights, if any, do  
3 not extend to water imported into the Basin by Cross-Complainant.

4 33. An actual controversy has arisen between Cross-Complainant and Cross-Defendants.  
5 Cross-Complainant alleges, on information and belief, that Cross-Defendants dispute the contentions  
6 contained in this Cross-Complaint.

7 34. Cross-Complainant seeks a judicial determination as to the correctness of its contentions  
8 that it may store imported State Project water in the Basin, recapture such imported State Project water,  
9 and that they have the sole right to pump or otherwise use such imported State Project water.

#### 10 **FOURTH CAUSE OF ACTION**

##### 11 **(Declaratory Relief - Recapture of Return Flows**

##### 12 **From Imported Water Stored in the Basin - Against All Cross-Defendants)**

13 35. Cross-Complainant re-alleges and incorporates by reference each and all of the preceding  
14 paragraphs as though fully set forth herein.

15 36. Some of the State Project water typically returns and/or enters the Basin, and will continue  
16 to do so. This water is commonly known as "return flows." These return flows further augment the  
17 Basin's water supply.

18 37. Cross-Complainant alleges there is underground space available in the Basin to store return  
19 flows from imported State Project water.

20 38. As the primary importer of supplemental State Project water into the Basin, Cross-  
21 Complainant has the sole right to recapture return flows attributable to its State Project water. The rights  
22 of Cross-Defendants, if any, are limited to the native supply of the Basin and/or to their own imported  
23 water, and do not extend to groundwater attributable to Cross-Complainant's return flows.

24 39. An actual controversy has arisen between Cross-Complainant and Cross-Defendants.  
25 Cross-Complainant alleges, on information and belief, that Cross-Defendants dispute the contentions  
26 contained in this Cross-Complaint.  
27  
28

1           40.     Cross-Complainant seeks a judicial determination as to the correctness of its contentions  
2 that it has the right to recapture return flows in the Basin, both at present and in the future.

3                                   **FIFTH CAUSE OF ACTION**

4                   **(Declaratory Relief - Boundaries of Basin - Against All Cross-Defendants)**

5           41.     Cross-Complainant re-alleges and incorporates by reference each and all of the preceding  
6 paragraphs as though fully set forth herein.

7           42.     An actual controversy has arisen between Cross-Complainant and Cross-Defendants, and  
8 each of them, regarding the actual physical dimensions and description of the Basin for purposes of  
9 determining the parties rights to water located therein. Cross-Complainant alleges, on information and  
10 belief, that Cross-Defendants dispute Cross-Complainant's contentions as set forth in this Cross-  
11 Complaint.

12           43.     Cross-Complainant seeks a judicial determination as the correctness of its contentions and  
13 an *inter se* finding as to the actual physical dimensions and description of the Basin.

14                                   **SIXTH CAUSE OF ACTION**

15                   **(Injunctive Relief - Against All Cross-Defendants)**

16           44.     Cross-Complainant re-alleges and incorporates by reference each and all of the preceding  
17 paragraphs as though fully set forth herein.

18           45.     On information and belief, each Cross-Defendant produces or threatens to produce more  
19 water from the Basin than it has a right to produce. This production in excess of rights interferes with the  
20 rights of Cross-Complainant as set forth herein.

21           46.     On information and belief, the total production of groundwater from the Basin exceeds the  
22 safe yield of the Basin, and the Basin is in overdraft.

23           47.     It is necessary and appropriate for the court to exercise and retain continuing jurisdiction  
24 to develop and enforce a physical solution that protects, manages, conserves, and adjudicates groundwater  
25 supplies in the Basin. Such a physical solution may include restrictions on groundwater production,  
26 monetary assessments on groundwater extractions and for the purchase of supplemental water supplies  
27 from Cross-Complainant, prohibitions against wasteful and excessive use of water by Cross-Defendants  
28

1 and their customers in violation of Article X, Section 2 of the California Constitution, mandatory  
2 conservation measures, a groundwater monitoring and reporting program assessment of costs to remediate  
3 land subsidence and groundwater contamination, and the appointment of a Watermaster to administer and  
4 enforce the judgments and order of the court.

5 48. Unless such a physical solution is ordered, Cross-Complainant will suffer irreparable harm  
6 in that the supply of groundwater will become depleted and other undesirable effects such as subsidence  
7 will occur.

8 49. Cross-Complainant lacks an adequate remedy at law.

9  
**PRAYER FOR RELIEF**

10 WHEREFORE, Cross-Complainant prays for judgment as follows:

11 1. For judicial declarations consistent with Cross-Complainant's contentions in the First,  
12 Second, Third, Fourth, Fifth, and Sixth Causes of Action in this Cross-Complaint, including but not  
13 limited to the following:

14 a. That each Cross-Defendant be required to set for the nature and extent of its claim  
15 in and to the available groundwater supply in the Basin ;

16 b. That the water rights, if any, of each Cross-Defendant in this action in and to the  
17 available supply of groundwater in the Basin be fixed and determined; that if a Cross-Defendant has no  
18 right, that such fact be determined; and that Cross-Defendants be enjoined from exceeding their respective  
19 rights, except as may be permitted under the terms of any physical solution ordered by this court;

20 c. That it be adjudged and decreed that the total annual demands upon the available  
21 groundwater supply in the Basin exceed the average annual supply thereto, and that there is no surplus  
22 water available;

23 d. That this court reserve continuing jurisdiction to make such adjustments in its  
24 decree and judgment, from time to time, as necessary for the preservation of the available groundwater  
25 supply in the Basin and the protection of all those having rights therein;  
26  
27  
28

1           2.     For a declaration of the nature, extent, and priority of the parties' rights to produce  
2 groundwater from the Basin, and the physical facts of the Basin such as basin boundaries, degree of  
3 separation between sub-basins, and safe yield;

4           3.     For a physical solution to the overdraft of the Basin that fully recognizes the rights of  
5 Cross-Complainant and that results in the equitable distribution of rights and obligations with respect to  
6 the management of groundwater resources in the Basin;

7           4.     For preliminary and permanent injunctions which prohibit Cross-Defendants, and each of  
8 them, from taking, wasting, or failing to conserve water from the Basin in any manner which interferes  
9 with the rights of the Cross-Complainant to take water from or store water in the Basin to meet its  
10 reasonable present and future needs;

11           5.     For attorney, appraisal, and expert witness fees and costs incurred in this action;

12           6.     For costs of suit; and

13           7.     For such other and further relief as the court may deem just and proper.

14 Dated: August 30, 2006

BRUNICK, McELHANEY & BECKETT

15  
16 By: Steven M. Kennedy  
17 William J. Brunick  
18 Steven K. Beckett  
19 Steven M. Kennedy  
Attorneys for ANTELOPE VALLEY-  
EAST KERN WATER AGENCY

# EXHIBIT “B”



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6 DISTRICT and LOS ANGELES COUNTY  
WATERWORKS DISTRICT NO. 40

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13 LOS ANGELES COUNTY WATERWORKS  
DISTRICT NO. 40

14 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
15 COUNTY OF LOS ANGELES - CENTRAL DISTRICT  
16

17 **ANTELOPE VALLEY**  
18 **GROUNDWATER CASES**

19 Included Actions:  
Los Angeles County Waterworks District  
20 No. 40 v. Diamond Farming Co., Superior  
Court of California, County of Los  
21 Angeles, Case No. BC 325201;  
22 Los Angeles County Waterworks District  
No. 40 v. Diamond Farming Co., Superior  
23 Court of California, County of Kern, Case  
No. S-1500-CV-254-348;  
24 Wm. Bolthouse Farms, Inc. v. City of  
25 Lancaster, Diamond Farming Co. v. City of  
Lancaster, Diamond Farming Co. v.  
26 Palmdale Water Dist., Superior Court of  
California, County of Riverside, Case Nos.  
27 RIC 353 840, RIC 344 436, RIC 344 668

Judicial Council Coordination No. 4408  
Santa Clara Case No. 1-05-CV-049053  
Assigned to The Honorable Jack Komar

**ANSWER OF ROSAMOND COMMUNITY  
SERVICES DISTRICT AND LOS  
ANGELES COUNTY WATERWORKS  
DISTRICT NO. 40 TO COMPLAINTS AND  
ALL CROSS-COMPLAINTS**

1 Cross-Defendants Rosamond Community Services District and Los Angeles County  
2 Waterworks District, No. 40 ("Cross-Defendants") hereby answer all Complaints and Cross-  
3 Complaints in these coordinated proceedings including without limitation the Cross- Complaints  
4 filed by City of Palmdale, Antelope Valley-East Kern Water Agency, County Sanitation Districts  
5 Nos. 14 and 20, Diamond Farming Company, Bolthouse Properties, LLC, Antelope Valley  
6 Groundwater Agreement Association (First Amended Complaint) and any other Complaints or  
7 Cross-Complaints that now or hereafter assert claims against Cross-Defendants. Each Cross-  
8 Defendant answers for itself and for no other Defendant. The use of the word "Cross-Defendants"  
9 is a matter of convenience and readability and not intended to imply a joint answer.  
10

11 **ANSWER**

12 Pursuant to Code of Civil Procedure section 431.30(d), Cross-Defendants hereby  
13 generally deny each and every allegation contained in the Complaints and Cross-Complaints and  
14 further deny that Plaintiffs and Cross-Complainants are entitled to any relief against Cross-  
15 Defendants.  
16

17 **FIRST AND SEPARATE AFFIRMATIVE DEFENSE**

18 (Failure to State a Cause of Action)

19 1. The Complaints and Cross-Complaints fail to state facts sufficient to constitute a  
20 cause of action.  
21

22 **SECOND AND SEPARATE AFFIRMATIVE DEFENSE**

23 (Waiver)

24 2. The Complaints and Cross-Complainants by their silence and inaction have  
25 acquiesced to Cross-Defendants' extraction of groundwater from the Basin.  
26  
27  
28

**THIRD AND SEPARATE AFFIRMATIVE DEFENSE**

(Unreasonable Use of Water)

3. The relief requested in the Complaints and Cross-Complaints is barred by Article X, section 2 of the California Constitution in that the requested relief would be wasteful and result in unreasonable use, unreasonable method of use, or unreasonable method of diversion of water.

**FOURTH AND SEPARATE AFFIRMATIVE DEFENSE**

(Waiver)

4. Plaintiffs and Cross-Complainants have knowingly and intentionally waived any right to assert some or all of the claims set forth in each and every cause of action contained in the Cross-Complaints.

**FIFTH AND SEPARATE AFFIRMATIVE DEFENSE**

(Physical Solution)

5. In the event of the imposition of a physical solution or some form of declaratory relief, due regard must be given to the prior and paramount nature of Cross-Defendants' prescriptive water rights.

**SIXTH AND SEPARATE AFFIRMATIVE DEFENSE**

(Estoppel)

6. Cross-Defendants are informed and believe, and on that basis allege, that Plaintiffs and Cross-Complainants by their acts and omissions are estopped from asserting any of the claims upon which they seek relief.

**SEVENTH AND SEPARATE AFFIRMATIVE DEFENSE**

(Doctrine of Laches)

7. Some or all of Plaintiffs and Cross-Complainants' claims for relief are barred by the doctrine of laches. For at least five years prior to the commencement of the instant action, the

1 Basin was in a continuous state of overdraft. That overdraft continued and was exacerbated by  
2 increased domestic and agricultural production. Cross-Defendants have relied upon Plaintiffs and  
3 Cross-Complainants' inaction and their failure to make a formal assertion of any prior and  
4 paramount right to that of Cross-Defendants.

5  
6 **EIGHTH AND SEPARATE AFFIRMATIVE DEFENSE**

7 (Right to Recapture Imported Water)

8 8. Cross-Defendants purchase water which is imported from outside the Antelope  
9 Valley Basin ("Basin") and is distributed to Cross-Defendants customers. After use by Cross-  
10 Defendants customers for irrigation, domestic, municipal and industrial uses, a portion of the  
11 imported water percolates into the Basin and augments the native supply of water in the Basin.  
12 Cross-Defendants have a right to extract from the Basin the amount of water equal to the portion  
13 of water imported by Cross-Defendants from outside the Basin which augments the Basin. This  
14 right is superior in priority to the rights claimed by Plaintiffs and Cross-Complainants.

15  
16 **NINTH AND SEPARATE AFFIRMATIVE DEFENSE**

17 (Non-Interference)

18 9. On information and belief, Cross-Defendants' water production does not interfere  
19 in any way with Plaintiffs and Cross-Complainants' claimed water rights.

20  
21 **TENTH AND SEPARATE AFFIRMATIVE DEFENSE**

22 (Failure to Join Necessary Parties)

23 10. Plaintiffs and Cross-Complainants have failed to join indispensable and necessary  
24 parties, namely other landowners and water producers within the Basin.

25  
26 **ELEVENTH AND SEPARATE AFFIRMATIVE DEFENSE**

27 (Appropriative/Prescriptive Rights)

28 11. For many years, Cross-Defendants have produced groundwater from the Basin and

1 distributed the water through its water system to its customers for reasonable and beneficial uses.  
2 Cross-Defendants' production of groundwater from the Basin has been open, notorious and under  
3 claim of right, hostile to any rights of Plaintiffs and Cross-Complainants, and has continued for a  
4 period of more than five consecutive years during which the Basin was in a state of overdraft. By  
5 reason of Cross-Defendants' historical production of groundwater, Cross-Defendants have  
6 acquired an appropriative or prescriptive right to groundwater that is equal or superior in priority  
7 to that of the Cross-Complainants.

8  
9 **TWELFTH AND SEPARATE AFFIRMATIVE DEFENSE**

10 (Right to Assert Additional Affirmative Defenses)

11 12. Plaintiffs and Cross-Defendants do not presently have sufficient knowledge or  
12 information on which to form a belief as to whether they may have additional, as yet unstated,  
13 affirmative defenses. Cross-Defendants reserve the right to assert additional affirmative defenses  
14 in the event discovery indicates that they would be appropriate.

15  
16 **THIRTEENTH AND SEPARATE AFFIRMATIVE DEFENSE**

17 (Tort Claims Act)

18 13. Plaintiffs and Cross-Complainants have failed to comply with the Tort Claims Act,  
19 Government Code Section 900 *et seq.*

20  
21 **FOURTEENTH AND SEPARATE AFFIRMATIVE DEFENSE**

22 (Incorporation By Reference)

23 14. As permitted by the Court's Appearance Form, Cross-Defendants incorporate by  
24 reference, as if fully set forth herein, each and every affirmative defense to the Complaint or  
25 Cross-Complaint filed by any other party, whether their answers are filed before or after the filing  
26 of this answer.

LAW OFFICES OF  
BEST BEST & KRIEGER LLP  
5 PARK PLAZA, SUITE 1500  
IRVINE, CALIFORNIA 92614

1 WHEREFORE, Cross-Defendants Rosamond Community Services District and Los  
2 Angeles County Water Works District No. 40 pray for relief as follows:  
3 1. That Plaintiffs take nothing by way of their Complaints;  
4 2. That Cross-Complainants take nothing by way of their Cross-Complaints;  
5 3. That Cross-Defendants be awarded attorneys' fees as may be allowed by statute or  
6 law; and,  
7 4. For such other and further relief as the court may deem just and proper.  
8  
9

10 Dated: February 23, 2007

BEST BEST & KRIEGER LLP

11  
12 By 

13 ERIC D. GARNER  
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**PROOF OF SERVICE**

I, Kerry V. Keefe, declare:

I am a resident of the State of California and over the age of eighteen years, and not a party to the within action; my business address is Best Best & Krieger LLP, 5 Park Plaza, Suite 1500, Irvine, California 92614. On February 23, 2007, I served the within document(s):

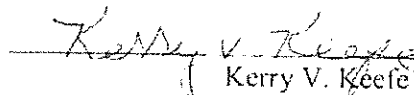
**ANSWER OF ROSAMOND COMMUNITY SERVICES DISTRICT AND LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 40 TO COMPLAINTS AND ALL CROSS-COMPLAINTS**

- ☒ by posting the document(s) listed above to the Santa Clara County Superior Court website in regard to the Antelope Valley Groundwater matter.
- ☐ by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at Irvine, California addressed as set forth below.
- ☐ by causing personal delivery by ASAP Corporate Services of the document(s) listed above to the person(s) at the address(es) set forth below.
- ☐ by personally delivering the document(s) listed above to the person(s) at the address(es) set forth below.
- ☐ I caused such envelope to be delivered via overnight delivery addressed as indicated on the attached service list. Such envelope was deposited for delivery by Federal Express following the firm's ordinary business practices.

I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on February 23, 2007, at Irvine, California.

  
Kerry V. Keefe

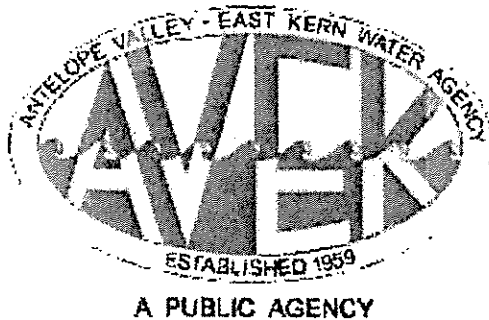
# EXHIBIT “C”



**AVEK'S 2010  
URBAN WATER  
MANAGEMENT PLAN**

**Antelope Valley-East Kern Water Agency,  
California**

**2010 Urban Water Management Plan**



**Antelope Valley-East Kern Water Agency**

## List of Acronyms and Abbreviations

AB	Assembly Bill
Act	Urban Water Management Planning Act
AVEK	Antelope Valley-East Kern Water Agency
Baseline	Base daily per capita water use
BMP(s)	Best management practice(s)
BOD	Board of Directors
CBDA	California Bay-Delta Authority
CEQA	California Environmental Quality Act
CII	Commercial, industrial, and institutional
CUWCC	California Urban Water Conservation Council
CWC	California Water Code
CWSRF	Clean Water State Revolving Fund
Department	California Department of Water Resources
DIRWM	Division of Integrated Regional Water Management
DMM(s)	Demand management measure(s)
DOST	DWR online submittal tool
DWR	California Department of Water Resources
GHG	Greenhouse gas
GPCD	Gallons per capita per day
IRWM	Integrated Regional Water Management
IRWMP(s)	Integrated Regional Water Management Plan(s)
MOU	Memorandum of Understanding
Plan (or UWMP)	Urban Water Management Plan
SB	Senate Bill
State Water Board	State Water Resources Control Board
USC	Urban Stakeholders Committee
UWMP (or Plan)	Urban Water Management Plan
VWS	Verification of Water Supply
WSA	Water Supply Assessment

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**Antelope Valley-East Kern Water Agency  
2010 Urban Water Management Plan  
Contact Sheet**

Date plan submitted to the Department of Water Resources:

Name of person preparing this plan: **Dan Flory, General Manager**

Phone: **(661) 943-3201**

Fax: **(661) 943-3204**

E-mail address: **info@avek.org**

The Water supplier is a: **State Water Project Contractor**

The Water supplier is a: **Wholesaler to potable water purveyors & Retailer of untreated agricultural water**

Utility services provided by the water supplier include: **Water**

Is This Agency a Bureau of Reclamation Contractor? **No**

## Section 1 Plan Preparation

### 1.1 Purpose

The California Urban Water Planning Act (California Water Code § 10610 et seq.) requires urban water suppliers to describe and evaluate sources of water supply, efficient uses of water, demand management measures, implementation strategy and schedule, and other relevant information and programs. This information is used by the water agencies to carry out their long term resource planning responsibilities.

### 1.2 Coordination

#### 1.2.1 Interagency Coordination

##### Law

*10620 (d) (2) Each urban water supplier shall coordinate the preparation of its plan with other appropriate agencies in the area, including other water suppliers that share a common source, water management agencies, and relevant public agencies, to the extent practicable.*

*10620 (f) An urban water supplier shall describe in the plan water management tools and options used by that entity that will maximize resources and minimize the need to import water from other regions.*

*10621 (a) Each urban water supplier shall update its plan at least once every five years on or before December 31, in years ending in five and zero.*

*10621 (b) Every urban water supplier required to prepare a plan pursuant to this part shall notify any city or county within which the supplier provides water supplies that the urban water supplier will be reviewing the plan and considering amendments or changes to the plan....*

AVEK views "interagency coordination" in at least 2 ways, one with respect to the development of UWMP and the second concerns the development of additional water sources such as imported water stored in the groundwater basin. AVEKs draft UWMP was posted on its website [www.avek.org](http://www.avek.org) for public access and review. AVEKs outreach efforts concerning this UWMP are outlined in Table 1.

## AVEK 2010 URBAN WATER MANAGEMENT PLAN

Table 1 Coordination and Public Involvement					
Entities	Coordination and Public Involvement Actions by AVEK				
	Contacted for Assistance (2010 UWMP)	Attended public meetings (2010 UWMP)	Sent notice of available draft for review	Commented on the draft	Sent notice of intention to adopt (Hearing)
Boron CSD			√		√
City of California City			√		√
MPUD			√		√
Rosamond CSD			√		√
California Water Service			√		√
Los Angeles County WWD	√		√		√
Palm Ranch ID			√		√
Palmdale Water District			√		√
Little Rock Creek ID			√		√
Quartz Hill Water District			√		√
Calif. Dept. of Water Resources	√		√		√
City of Palmdale			√		√
City of Lancaster			√		√
Los Angeles County San			√		√
County of Los Angeles			√		√
County of Ventura					
County of Kern			√		√

With respect to the second issue, it should be recognized that AVEK is a supplier of imported water from the State Water Project (SWP) for the Antelope Valley region and that it is not a primary source but a secondary source. Since AVEK wholesales water to area retail purveyors, water sales volumes and predicted future treated and untreated water quantities are the only tools and products available for distribution. See **Appendix C** for Rate Stabilization Fund Discussion. The water provided by DWR through AVEK is used by area consumers in lieu of or in addition to pumped groundwater. The UWMP seeks to optimize water assets and plans for future water shortages. AVEK attempts to maximize use of its surface water product by encouraging retail purveyors to utilize surface water instead of pumped groundwater whenever possible and utilize groundwater recharge as a method for banking water during wet years. AVEK is reducing over drafting of the area aquifers by providing as much of its allocated DWR water to consumers as possible.

Currently, AVEK is actively involved with the initial stages and coordination of a fully regional water banking program. The proposed water banking program would function under a Joint Power Association format and treat all area-wide water interests equally by offering participation to all customers if desired. AVEK currently has a Water Supply Capacity Charge that funds system improvements that will be required for the anticipated growth of AVEKs customers over the next 20 years. See **Appendix D** for list of proposed facility expansions. An improvement identified as a proposed facility expansion includes California Aqueduct turnouts, raw water pipelines and basin inlets that could be used for groundwater recharge.

To develop a successful groundwater banking and storage program, AVEK believes a myriad of issues concerning such a program (eg, legal, technical, financial, policy, etc.) should be addressed at the earliest possible stage by creating a comprehensive institutional framework for the program. Formulating such a framework should create as many stakeholders as possible. AVEK will encourage that appropriate steps be taken to facilitate discussions about this matter among stakeholders.

Finally, AVEKs efforts to conserve and optimize its water resources have been the focus and will continue to be the focus on such programs as 1) provide treated and untreated surface water to area water retailers and farmers for a reasonable cost while maintaining their facilities and trained personnel; and 2) seek to institute programs and policies that deal with the water allocations during the inevitable dry years and spans of dry years. AVEK may assist, when possible, all area retailers in developing their own water conservation methods and policies as well as providing information about water conserving techniques.



AVEK also participated in the preparation of the Antelope Valley Integrated Regional Water Management Plan (See **Appendix J**) that contains information to help take action to meet shared objectives for long term water management for the Antelope Valley. Further water conservation efforts are supported by AVEK through their participation in the Antelope Valley Water Conservation Coalition.

### **1.2.2 Intra-Agency Coordination**

Each year, the Agency considers the outlook for the water supplies for the Agency for the next 12 months. See **Section 4** for more information on the outlook for water supply for the Antelope Valley.

## **1.3 Adoption and Implementation of Plans**

### **Law**

*10642. Each urban water supplier shall encourage the active involvement of diverse social, cultural, and economic elements of the population within the service area prior to and during the preparation of the plan. Prior to adopting a plan, the urban water supplier shall make the plan available for public inspection and shall hold a public hearing thereon. Prior to the hearing, notice of the time and place of hearing shall be published ... After the hearing, the plan shall be adopted as prepared or as modified after the hearing.*

### **1.3.1 Public Participation**

The Antelope Valley-East Kern Water Agency (AVEK) has actively encouraged community participation in its urban water management planning efforts by encouraging attendance and participation in the Board of Directors (BOD) public meetings held twice each month. A public hearing was held on June 20, 2011 for review of plan and to receive comments on the draft plan before the AVEK's BOD approval.

A special effort was made to include community and public interest organizations. Legal public notices for each meeting were published in the local newspapers and posted at Agency facilities. Copies of the draft plan were available at Agency office and on the internet at the Agency's website: [www.avek.org](http://www.avek.org). See **Appendix A** for participation list.

### **1.3.2 Plan Adoption**

AVEK prepared the initial draft of its Urban Water Management Plan during spring 2011. The final plan was adopted by the BOD on June 20, 2011 and will be submitted to the California Department of Water Resources by **August 1, 2011 (or 30 days after adoption)**. Attached to the cover letter addressed to the Department of Water Resources and as Appendix B are copies of the signed Resolution of UWMP Adoption. This plan includes all information necessary to meet the requirements of California Water Code Division 6, Part 2.6 (Urban Water Management Planning).

## Section 2 System Description

### 2.1 Supplier Service Area Information with 20 Year Projections

#### Law

*10631. (a) Describe the service area of the supplier, including current and projected population, climate, and other demographic factors affecting the supplier's water management planning. The projected population estimates shall be based upon data from the state, regional, or local service agency population projections within the service area of the urban water supplier and shall be in five-year increments to 20 years or as far as data is available.*

#### 2.1.1 Physical Description

The Antelope Valley is located in the western part of the Mojave Desert, about 50 miles northeast of Los Angeles. The valley is triangular shaped, topographically closed basin covering about 2,200 square miles. Groundwater is an important component of water supply in the Antelope Valley (Leighton, USGS, 1999). Estimates of average natural annual groundwater recharge range from about 40,000 to 58,000 AFY (Snyder, 1955; Bloyd, 1967; Durbin, 1978). Pumping in the valley, primarily for agricultural purposes, peaked in the 1950s when production may have exceeded 400,000 AF annually (Snyder, 1955). Increased urban growth in the 1980s resulted in an increase in the demand for water and an increase in groundwater use. Long-term groundwater withdrawals have caused some land subsidence. The court recently adopted 110,000 AF/year as the maximum annual yield for the Antelope Valley groundwater basin.

#### 2.1.2 Service Area

AVEK has played a major role in the Valley's water system since it was granted a charter by the State legislature in 1959. It succeeded the AV-Feather River Association, which was formed in 1953 to encourage importation of water from the Feather River in northern California. See **Appendix E** for AVEK Boundary Location Map.

In 1962 the AVEK Board of Directors signed a water supply contract with the State Department of Water Resources (DWR) to assure delivery of imported water to supplement Antelope Valley groundwater supplies. AVEK has the third largest allotment of 29 State Water Project (SWP) water agencies in California, following the Metropolitan Water District and the Kern County Water Agency. See **Appendix F** for SWP map. SWP facilities are not fully constructed and until full built-out, SWP facilities are only able to service about 62% of the project's 4.1 million acre-feet.

Financed by a \$71 million bond issue, AVEK constructed the Domestic Agricultural Water Network (DAWN), which consists of four water treatment plants with clear water storage and more than 100 miles of pipelines. Four 8-million gallon water storage reservoirs near Mojave and one 3-million gallon reservoir at Vincent Hill Summit complete the DAWN network. The bulk of the imported water is treated and distributed to customers throughout its service area. See **Appendix G** for current list of water purveyors that AVEK serves. The network also provides delivery of untreated water from the Aqueduct to local farmers and ranchers.

The Quartz Hill water treatment plant is capable of producing 90 million gallons per day (mgd) of treated aqueduct water. The Eastside water treatment plant is capable of producing 10 mgd. The Rosamond water treatment plant can produce 14 mgd while the most recently added treatment plant in Acton can make 4 mgd of treated water.

Additional surface water allotments from the SWP exist in the Antelope Valley for Palmdale Water District and Littlerock Creek Irrigation District.

### **2.1.3 Service Area Population**

Lancaster and Palmdale are the largest cities in the Antelope Valley with Mojave, Edwards Air Force Base, Boron, and Littlerock being the larger of the fewer than 10,000 population centers.

AVEK provides service to incorporated and unincorporated areas of Antelope Valley. The population projections include inhabitants from Lancaster, Palmdale, Acton, and Lake Los Angeles of Los Angeles County and California City, Rosamond, Edwards Air Force Base, Mojave, and Boron of Kern County. Since AVEK only serves a portion of Palmdale, the projected values for Palmdale have been adjusted and then included in **Table 2**.

**Table 2** indicates population growth projections within the service areas of AVEK. The projections are based on data from California Department of Finance, the Greater Antelope Valley Economic Alliance, and the Southern California Association of Governments. See **Appendix H** for Growth Projection Information.

<b>Table 2.</b> <b>Population – Current and Projected</b> <b>(AVEK Area) <sup>1</sup></b>					
<b>Population</b>	<b>2010</b>	<b>2015</b>	<b>2020</b>	<b>2025</b>	<b>2030</b>
Service Area Population	291,063	348,941	417,933	463,174	513,430

<sup>1</sup> Population growth projections include only a portion of the City of Palmdale.

## **2.2 Past Drought, Water Demand, and Conservation Information**

During drought periods, the Agency has met most of its customers' needs through special programs including turn back pool water, dry year water purchases, etc., and by utilizing larger reductions to agricultural users. AVEK has been unable to fulfill demands for SWP water only two times since its formation. See **Appendix F** for a list of the annual SWP water deliveries to AVEK.

Since 1995, the water demand for all water sources has increased by a growth rate of about 4% per year, due in part to a general acceleration in the region's economy. From 1990 to 2000, the population within AVEKs service area increased and new water demand has kept pace with the growth. The area continues to have a modest but growing industrial sector located principally in Palmdale and Lancaster. The commercial sector is increasing more rapidly due to increased numbers of consumers in the area and the general desire to shop closer to home. The agricultural economy is based on carrots, alfalfa, onions, peaches, pears, apple, vineyards and other stone type fruits becoming more common.

## **2.3 Climate**

The area encompassed by AVEK is primarily desert. Vegetation is typical of the western Mojave Desert that includes creosote and desert shrubs. Certain portions of the valley contain large stands of Joshua Trees. Summer temperatures can reach 112°F to while winter temperatures have been known to drop to about 10°F. Typical annual average rainfall is 7 to 8 inches. The perimeter of the Antelope Valley includes low brush covered hills transitioning into the Tehachapi Mountains and San Gabriel Mountains to the west and south. The surface water runoff drainage channels and courses are active only during times of runoff due to precipitation. The water tables are well below the levels needed to sustain year round flowing streams. The area is known for its daily winds, usually from the west. **Table 3** illustrates average rates of evapo-transpiration, temperature, and precipitation of the service area.

## AVEK 2010 URBAN WATER MANAGEMENT PLAN

Table 3. Climate						
	Jan	Feb	Mar	Apr	May	Jun
Standard Monthly Average EvapoTranspiration (Eto)	1.86	2.80	4.65	6.00	8.06	9.00
Average Rainfall (Inches)	1.49	1.82	1.35	0.36	0.12	0.05
Average Temperature (Fahrenheit)	44.3	47.5	52.7	58.3	66.7	75.2

Table 3. (continued) Climate							
	Jul	Aug	Sep	Oct	Nov	Dec	Annual
Standard Monthly Average Eto	9.92	8.68	6.60	4.34	2.70	1.86	66.5
Average Rainfall (Inches)	0.10	0.14	0.19	0.35	0.48	1.05	7.51
Avg Temperature (Fahrenheit)	81.1	79.7	73.3	62.6	50.4	43.2	61.3

Rainfall and temperature records based on data reported at the Lancaster station by NOAA.  
EvapoTranspiration data based on data reported from CIMIS station zone 17 – High Desert Valleys.

DWRs Draft Water Plan includes an assessment of the impacts of global warming on the State's water supply using a series of computer models and based on decades of scientific research. Model results indicate increased temperature, reduction in Sierra snow depth, early snow melt, and a rise in sea level. These changing hydrological conditions could affect future planning efforts which are typically based on historic conditions. Difficulties that may arise include:

- Hydrologic conditions, variability, and extremes that are different than current water systems were designed to manage
- Changes occurring too rapidly to allow sufficient time and information to permit managers to respond appropriately
- Requiring special efforts or plans to protect against surprises and uncertainties

As such, DWR will continue to provide updated results from these models as further research is conducted.

## Section 3 System Demands

### Law

*10631 (e) (1) Quantify, to the extent records are available, past and current water use, over the same five-year increments described in subdivision (a), and projected water use, identifying the uses among water use sectors including, but not necessarily limited to, all of the following uses:*

*(A) Single-family residential; (B) Multifamily; (C) Commercial; (D) Industrial; (E) Institutional and governmental; (F) Landscape; (G) Sales to other agencies; (H) Saline water intrusion barriers, groundwater recharge, or conjunctive use, or any combination thereof;*

*(2) Agricultural.*

*(3) The water use projections shall be in the same 5-year increments to 20 years or as far as data is available..*

### 3.1 Water Demands by Customer Type – Past, Present, and Future

Table 4 details water purveyors deliveries for M&I. Population increases as shown in Table 2 were used to help develop water use projections, except that projections for LA County Waterworks District, Rosamond CSD, and Quartz Hill WD were taken from their draft 2010 *Integrated Regional Urban Water Management Plan for the Antelope Valley* dated May 25, 2011. No adjustment is made for potential reductions in per-capita demand through improved conservation or water reuse.

## AVEK 2010 URBAN WATER MANAGEMENT PLAN

Table 4 Total Water Use (M&I) (AF/YR)						
Water Distributed	2006	2010	2015	2020	2025	2030
Billiton Exploration U.S.A.	22	4	22	22	22	22
Boron CSD	523	927	540	545	550	555
City of California City	1,071	1,045	1,312	1,572	1,742	1,931
Desert Lake CSD	165	15	202	242	268	297
Desert Sage Apartments	6	6	7	9	10	11
Edgemont Acres MWC	193	1	236	283	314	348
Edwards AFB	2,330	1,747	2,855	3,419	3,790	4,201
FPL Energy	1,019	1,269	1,042	1,042	1,042	1,042
Mojave Public Utility District	93	0	114	136	151	168
Rosamond CSD	1,303	262	1,900	2,000	2,600	3,400
US Borax 1625	1,649	1,506	1,649	1,649	1,649	1,649
Antelope Valley Country Club	278	75	278	278	278	278
California Water Service Co	346	161	424	508	563	624
El Dorado MWC	426	1	426	426	426	426
Landale MWC	10	5	12	15	16	18
Los Angeles County Waterworks Districts	49,414	40,638	61,000	61,000	61,000	61,000
Palm Ranch Irrigation District	843	121	1,033	1,237	1,371	1,520
Quartz Hill Water District	4,322	3,534	6,800	6,800	6,800	6,800
Shadow Acres MWC	324	212	397	476	527	584
Sunnyside Farms MWC	232	173	284	340	377	418
Westside Park MWC	28	1	34	41	46	50
White Fence Farms MWC	556	393	681	816	904	1,002
Lake Elizabeth MWC	387	463	474	568	629	698
Sales to water purveyors (M&I)	65,540	53,062	81,725	83,425	85,076	87,043

Table 5 details the additional water uses and losses.

Table 5 Additional Water Uses and Losses (AF/YR)						
	2006	2010	2015	2020	2025	2030
Raw Water	9,206	6,612	6,612	6,612	6,612	6,612
Unaccounted-for system losses	2,103	1,001	2,738	2,791	2,842	2,903
Total	11,309	7,613	9,350	9,403	9,454	9,515

In case of rationing, the Agency will be able to use its customer database for implementing any possible water reductions.

Table 5 does not include water used for banking. The WSSP-2 project may bank as much as 23,000 AFY, if the water is available. However, as water would be banked only in periods of excess supply, it is not considered to be a demand for determination of water supply reliability.

### 3.1.1 Agricultural Sector

Agricultural water demand from AVEKs system is projected to have minimal growth in the next ten to fifteen years with a possible decrease over the next twenty to thirty years. The water deliveries indicated in Table 5 show consistent amounts through 2030. Agricultural land use within the Agency's area is currently

increasing in quantity. Even so, it is projected that in the long term, more agricultural land will eventually be converted to urban uses.

### **3.2 Water Use Reduction Plan**

AVEK as a wholesale supplier will continue to support the retail customers in their efforts to meet their water demand reduction goals. AVEK has not yet identified any water reduction programs but will work closely with the retail customers to help them achieve their goals.

## Section 4 Water System Supplies

### Law

*10631 (b) Identify and quantify, to the extent practicable, the existing and planned sources of water available to the supplier over the same five-year increments [to 20 years or as far as data are available.]*

## 4.1 Water Sources

### 4.1.1 Imported Water

AVEK sells imported water from the DWR California Aqueduct as part of the SWP. Currently, AVEK has an allocation for purchasing up to 141,400 acre-feet of water per year from the SWP.

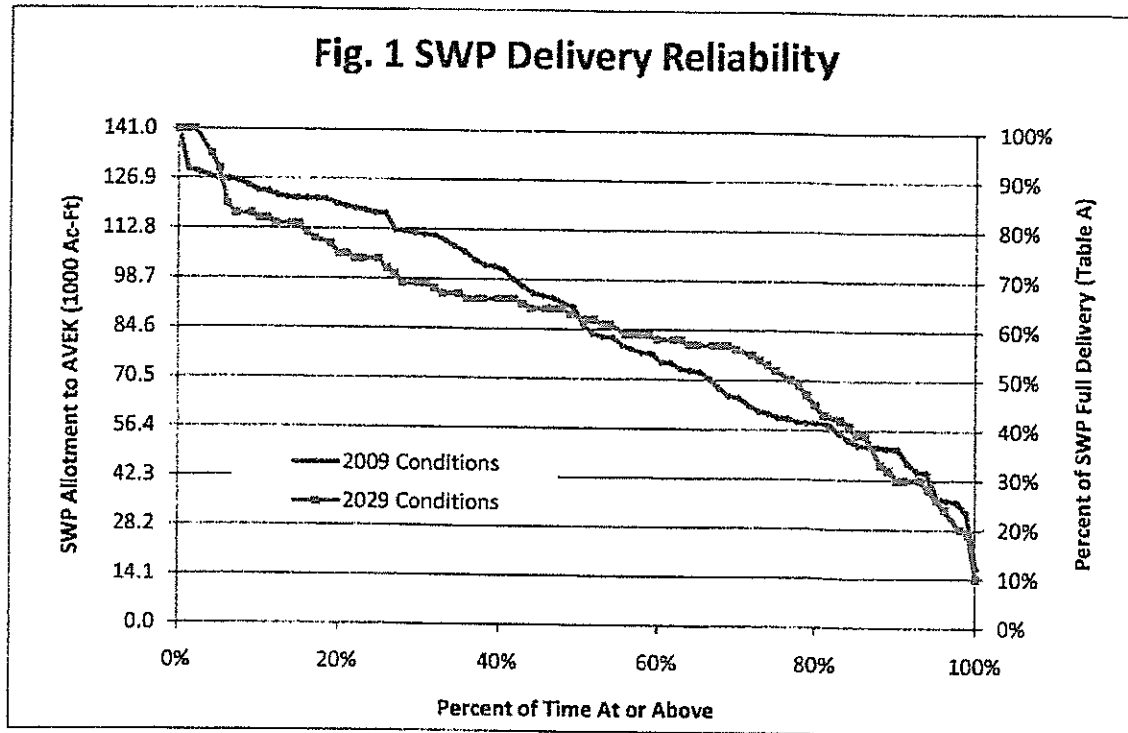
Each year, the Agency considers the outlook on the water supplies for the Agency for the next 12 months. **Figure 1** indicates AVEKs DWR water deliveries under different availability conditions. **Figure 1** includes information provided by the DWR 2009 State Water Project Delivery Reliability Report (DWR Report) and indicates the probability that a given SWP Table A amount will be delivered from the Delta. Each line is constructed by ranking 83 annual delivery values from lowest to highest and calculating the percentage of values equal to or greater than the delivery value of interest. For a complete description of the scenarios please refer to the DWR Report.

The scenarios developed by DWR include predictions of climate change developed under two different models, the GFDL and PCM models. They also include predictions based upon modifications to Delta flow patterns dictated by environmental concerns. A total of 13 scenarios were developed, using combinations of these models and Delta flow modifications. **Figure 1** depicts two of these scenarios:

1. 2009 conditions
2. 2029 conditions



**Fig. 1 SWP Delivery Reliability**



#### 4.1.2 Groundwater

AVEK does not have production groundwater wells but may include groundwater pumping as a water supply in the future. In previous years, AVEK has made efforts to utilize groundwater to offset imported water deficiencies. These efforts were unwelcomed by several of the larger AVEK purveyors.

#### 4.1.3 Recycled Water

AVEK does not provide recycled water. AVEK does not collect or treat wastewater and has no plan to use recycled water as part of their deliveries. The Agency provides service to retail and water purveyors and agricultural customers that may have the opportunity to utilize recycled water as part of deliveries. The Agency supports customers plans that would utilize recycled water within AVEK boundaries. The use of recycled water by AVEK customers is an important part of reducing the demand on AVEKs available water. Los Angeles County Water Works District has estimates for the future availability and location of recycled water and they are included in **Appendix I**.

#### 4.1.4 Water Banking

AVEK is currently implementing a groundwater banking project will improve the reliability of the Antelope Valley Region's water supplies through construction of the necessary infrastructure to store excess water available from the SWP during wet periods and recover and serve it to customers during dry and high demand periods or during a disruption in deliveries from the SWP.

### 4.2 Current and Projected Water Supplies

Water supplies will have different historical dry year sequences and different yields during multiple year drought conditions based on hydrology, average storage, contract entitlements, etc. Currently, AVEKs only

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source of water is SWP water. For planning purposes, **Table 6** reflects the Future Conditions with average year Table A delivery from the Delta in five-year intervals.

<b>Table 6</b> <b>Current and Planned Water Supplies (AF/Y)</b>					
<b>Water Supply Sources</b>	<b>2010</b>	<b>2015</b>	<b>2020</b>	<b>2025</b>	<b>2030</b>
SWP Allocation	141,400	141,400	141,400	141,400	141,400
Projected Delivery Percentages <sup>2</sup>	80% <sup>4</sup>	62%	62%	62%	62%
Projected Delivery by DWR <sup>3</sup>	113,120	87,688	87,688	87,688	87,688
AVEK produced surface water	0	0	0	0	0
Transfers/Exchanges	0	0	0	0	0
Recoverable banked groundwater	0	20,000	20,000	20,000	20,000
<b>Total</b>	<b>113,120</b>	<b>107,688</b>	<b>107,688</b>	<b>107,688</b>	<b>107,688</b>

<sup>2</sup> Projected delivery percentages are based on projections from the DWR 2009 SWP Reliability Report. The average projected delivery percentage for years 2010 through 2030 were taken from DWR-supplied projection spreadsheets. See **Appendix H**.

<sup>3</sup> Projected Delivery is the product of the SWP Allocation of 141,400 AF/Y and the Projected Delivery Percentages provided by the DWR models. For example, in year 2015 the projected delivery of 87,688 AF/Y is the product of 141,400 AF/Y multiplied by the projected delivery percentage of 62%.

<sup>4</sup> Existing 2010 SWP delivery percentage.

## Section 5 Water Supply Reliability Planning and Water Shortage Contingency Planning

### Law

*10631 (c) Describe the reliability of the water supply and vulnerability to seasonal or climatic shortage, to the extent practicable and provide data for each of the following:*

- (1) An probable water year;*
- (2) A single dry water year; and,*
- (3) Multiple dry water years.*

*For any water source that may not be available at a consistent level of use, given specific legal, environmental, water quality, or climatic factors, describe plans to replace that source with alternative sources or water demand management measures, to the extent practicable.*

### 5.1 Reliability

AVEK considers two aspects of reliability. First, the source reliability is only as reliable as the occurrences of the winter weather storms that deposit snow pack in the higher Sierra Nevada elevations that are part of the SWP watershed. Once the winter rain and snow season have been completed, the snowpack is measured and projected annual water volumes are given to SWP users. Prior to that, a specific volume of water is unpredictable. Based on previous experience, the predicted water values given by the State in the spring have been conservative.

The second aspect of "reliability" is what AVEK forecasts as the available water allocated for each of the water purveyors. AVEK also strives to be as informative as possible on the annual water allocations, and distributes information from the SWP projections to the water purveyors in a timely manner. The demand by water purveyors is greater in the summer months compared to the winter months. AVEK charges higher water rates in peak months to offset water supply deficiencies as a demand management measure.

Reliability planning requires information about: (1) the expected frequency and severity of shortages that occur because of reduction in SWP allocation and failure of transportation facilities; and (2) how available contingency measures can reduce the impact of shortages when they occur.

### 5.2 Water Shortage Contingency Plan

#### Law

*10632. The plan shall provide an urban water shortage contingency analysis which includes each of the following elements which are within the authority of the urban water supplier:*

*10632 (a) Stages of action to be undertaken by the urban water supplier in response to water supply shortages, including up to a 50 percent reduction in water supply and an outline of specific water supply conditions which are applicable to each stage.*

#### 5.2.1 Stages of Action

##### 5.2.1.1 Rationing Stages and Reduction Goals

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The Agency has developed delivery reduction goals to curb demand during water shortages. In the event of water supply shortages the Agency will make water delivery reductions per the Agency law for allocations. Reference is made to **Appendix B**, which includes Ordinance O-07-2, AVEK Water Shortage Contingency Plan.

Stage No.	Water Supply Conditions	% Shortage
1	Reduction in SWP Allocation Below Current Demand	1%
2	Reduction in SWP Allocation Below Current Demand	50%

### 5.2.1.2 Estimate of Minimum Supply for Next Three years

#### Law

*10632. The plan shall provide an urban water shortage contingency analysis which includes each of the following elements which are within the authority of the urban water supplier:*

*10632 (b) An estimate of the minimum water supply available during each of the next three-water years based on the driest three-year historic sequence for the agency's water supply.*

Table 7 presents minimum projected 3-year supply.

Table 7 Projected Supply (Ac-Ft) <sup>1</sup>				
Source	Year 1	Year 2	Year 3	Normal
State Water Project	44,900	51,300	51,800	87,668

<sup>1</sup> Based on the years 1931, 1932, and 1933 as reported in *ContractorDRR\_2009\_rev080510.xlsx*.

### 5.2.2 Preparation for Catastrophic Water Supply Interruption

#### Law

*10632. The plan shall provide an urban water shortage contingency analysis which includes each of the following elements which are within the authority of the urban water supplier:*

*10632 (c) Actions to be undertaken by the urban water supplier to prepare for, and implement during, a catastrophic interruption of water supplies including, but not limited to, a regional power outage, an earthquake, or other disaster.*

#### 5.2.2.1 Water Shortage Emergency Response

Since the Agency began selling water to retailers, AVEK has maintained emergency contingency plans for activities required in the event there is an interruption in the DWR water supply or there is a major mechanical or electrical failure in one of the water treatment plants. The emergency activities that are undertaken by AVEK depend upon the severity of the problem and how quickly the problem can be remedied.

#### 5.2.2.2 SWP Emergency Outage Scenarios

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The Department of Water Resources has faced several potential outages along various parts of the SWP, mainly the California Aqueduct, since construction of the SWP in the early 1970s. Notable examples include slippage of side panels into the Aqueduct near Patterson in the mid-1990s, the Arroyo Pasajero flood event in 1995 (which also destroyed part of Interstate 5 near Los Banos), and various subsidence repairs needed along the East Branch of the Aqueduct since the 1980s.

All of these outages were short-term in nature (on the order of weeks or months), and DWR's Operations and Maintenance Division worked diligently to devise methods to keep the Aqueduct in operation while repairs were made. Thus, the SWP contractors experienced no interruption in deliveries.

One of the great design engineering features of the State Water Project is the ability to isolate parts of the system. If one reservoir or portion of the Aqueduct (the Aqueduct is divided into "pools") is damaged in some way, other portions of the system can still remain in operation. Since September 11, 2001, DWR has made significant investments in the security measures protecting all SWP facilities. Security is now coordinated with the California Highway Patrol.

Events could transpire that could result in significant outages and potential interruption of service. Examples of possible nature-caused events include a levee breach in the Sacramento San Joaquin Delta near the Harvey O. Banks Pumping Plant, a flood or earthquake event that severely damaged the Aqueduct along its San Joaquin Valley traverse, or an earthquake event along either the West or East Branches. Such events could impact all the SWP Contractors south of the Delta.

AVEK and other SWP Contractors response to such events would be highly dependent on where along the SWP an event occurred. Three scenarios are described herein that could impact AVEK's SWP deliveries. For these scenarios it is assumed that a 100 percent reduction for six months would result from these catastrophic events.

### **Scenario 1: Levee Breach near Banks Pumping Plant**

As demonstrated by the June 2004 Jones Tract levee breach, the Delta's levee system is extremely fragile. The SWP's main pumping facilities are located in the southern Delta. Should a major levee in the Delta near these facilities fail catastrophically, salt water from the eastern portions of San Francisco Bay would rush into the Delta, displacing the fresh water runoff that supplies the SWP. All pumping would be disrupted until water quality conditions stabilized and returned to pre-breach conditions. The re-freshening of Delta water quality would require large amounts of additional Delta inflows, which might not be immediately available depending on the timing of the levee breach. The Jones Tract repairs took several weeks to accomplish and months to complete; a more severe breach could take much longer, during which time pumping might not be available on a regular basis.

Annual SWP operations consist of filling San Luis Reservoir, the major SWP storage facility south of the Delta, during the winter and spring months. South of Delta Contractors then take deliveries through San Luis Reservoir for the remainder of the year. Supplies are also stored in Pyramid and Castaic Lakes along the West Branch, as well as in a variety of groundwater banking programs in the southern San Joaquin Valley. Assuming that Banks Pumping Plant would be out of service for six months and that all southern Contractors had to take their supplies from the three reservoirs and from banking programs, coordination between DWR and Contractors would be required.

### **Scenario 2: Complete Disruption of the Aqueduct in the San Joaquin Valley**

The 1995 flood event at Arroyo Pasajero demonstrated vulnerabilities of the Edmund G. "Pat" Brown portion of the California Aqueduct (that portion that traverses the San Joaquin Valley from San Luis Reservoir to Edmonston Pumping Plant). Should a similar flood event or an earthquake damage this portion of the aqueduct, deliveries from San Luis Reservoir could be interrupted for a period of time. DWR has informed the contractors that a four-month outage could be expected in such an event. AVEK's assumption is a six-month outage.

### **Scenario 3: Complete Disruption of the Aqueduct East Branch**

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The East Branch of the California Aqueduct begins at a bifurcation of the Aqueduct in the Tehachapi Mountains south of Edmonston Pumping Plant. From the point of bifurcation, it is an open canal.

If a major earthquake (an event similar to or greater than the 1994 Northridge earthquake) were to damage a portion of the East Branch, deliveries could be interrupted. The exact location of such damage along the East Branch would be key to determining emergency operations by DWR and the southern California contractors. For this scenario, it is assumed that the East Branch suffered a single-location break and would not be available for deliveries.

If the shortage problem can be resolved within the available water storage time frame, only a few of the larger consumers need to be notified of the temporary decrease in water supply. If there will be a stoppage in the raw water deliveries to the various treatment plants, all customers (M&I and agriculture) will be notified of the stoppage and how soon water deliveries may be resumed.

If raw water deliveries to water treatment plants are temporarily stopped, treated water from other plants may be rerouted to the affected areas in some instances via interconnecting pipeline systems. Damages to the aqueduct will be repaired by DWR. Damaged Agency treatment plant components, whether mechanical or electrical, can usually be circumvented due to the duplicity of pumping and operations systems or the availability of manual over-ride controls. The magnitude of reduced water deliveries and length of time before resumption of full water availability will determine the extent of customer (M&I and agriculture) notification and activities required by the AVEK staff.

### Possible Catastrophe:

- Power Outage
- Aqueduct Failure due to Earthquake or other circumstances
- Agency Treatment Plant Shutdown due to vital component failure
- Delta Levee Failure
- Local Earthquake

The following summarizes the actions the water agency will take during a water supply catastrophe.

Response by the agency to a catastrophic event will always include contact and coordination with AVEK's customers. Additionally, in the event of power loss AVEK has permanent emergency power generation that automatically starts to maintain water treatment operations. In the event of an earthquake, AVEK personnel will survey and assess damage and respond accordingly with shutdowns and repairs.

Preparation Actions for a Catastrophe	
Possible Catastrophe	Summary of Actions
Regional power outage	Automatic switch to emergency power; contact customers, assess and respond
Earthquake	Automatic switch to emergency power (if needed); contact customers, assess and respond

### 5.2.3 Prohibitions, Consumption Reduction Methods and Penalties

#### Law

*10632. The plan shall provide an urban water shortage contingency analysis which includes each of the following elements which are within the authority of the urban water supplier:*

*10632 (d) Additional, mandatory prohibitions against specific water use practices during water shortages, including, but not limited to, prohibiting the use of potable water for street cleaning.*

*10632 (e) Consumption reduction methods in the most restrictive stages. Each urban water supplier may use any type of consumption reduction methods in its*

*water shortage contingency analysis that would reduce water use, are appropriate for its area, and have the ability to achieve a water use reduction consistent with up to a 50 percent reduction in water supply.*

*10632 (f) Penalties or charges for excessive use, where applicable.*

#### **5.2.3.1 Mandatory Prohibitions on Water Wasting**

AVEK believes that their customers are in the best position to implement no-waste policies. AVEK can and will make recommendations to assist its customers in monitoring water wasting, if AVEKs assistance is requested.

#### **5.2.3.2 Excessive Use Penalties**

Penalties for excessive use are imposed by water purveyor customers of AVEK. It is anticipated agricultural users will economize their water usage as required. AVEK has in place provisions for pre-paid ordering as a method of penalizing users who do not take the delivery requested. AVEK does not have powers to implement penalties for excessive use by a retailers customer but encourages all retailers to have such penalties in place.

#### **5.2.3.3 Implementation**

AVEK relies on its water retailers to implement water consumption reduction methods to their customers in order to cope with water supply shortages.

#### **5.2.4 Revenue and Expenditure Impacts and Measures to Overcome Impacts**

##### **Law**

*10632. The plan shall provide an urban water shortage contingency analysis which includes each of the following elements which are within the authority of the urban water supplier:*

*10632 (g) An analysis of the impacts of each of the actions and conditions described in subdivisions (a) to (f), inclusive, on the revenues and expenditures of the urban water supplier, and proposed measures to overcome those impacts, such as the development of reserves and rate adjustments*

Revenues collected by the Agency are currently used to fund operation and maintenance of the existing facilities and fund new capital improvements. The Agency will estimate projected ranges of water sales versus shortage stage to best understand the impact each level of shortage will have on projected revenues and expenditures.

Revenue reduction and an increase in expenditure may occur due to reduced sales from implementing the abovementioned programs. The magnitude of the revenue reduction and expenditure increase will be dependent on the severity of the water shortage, with larger and longer water shortages having greater impact on revenues. For minor events, the Agency may be able to absorb the revenue shortfall/increase in expenditures by reallocating existing funds, such as delaying some capital projects. For large events, the Agency may enact a rate adjustment to its customers.

#### **5.2.5 Shortage Contingency Ordinance/Resolution**

##### **Law**

*10632. The plan shall provide an urban water shortage contingency analysis which includes each of the following elements which are within the authority of*

*the urban water supplier:*

*10632 (h) A draft water shortage contingency resolution*

#### **5.2.5.1 AVEK Water Shortage Response/Priority by Use**

AVEK has a plan of action in its existing rules and regulations in the event it is necessary to declare a water shortage emergency. AVEK reserves the right at any time if the quantity of water available to the Agency pursuant to the Water Supply Contract between the DWR and AVEK is less than the aggregate of all consumer requests to allocate the quantity of water available to AVEK to the extent permitted by law. See Appendix B for Ordinance O-07-2 to Adopt a Water Shortage Contingency Plan.

#### **5.2.5.2 Health and Safety Requirements**

These requirements will be left to the retailing water purveyor agencies. AVEK has no direct control of the final water user actions and activities.

#### **5.2.5.3 Water Shortage and Triggering Mechanisms**

AVEK will attempt to provide the minimum health and safety water needs of the service area. It must be recognized that AVEK's water supply is not considered a primary source of water and it is a secondary source of water. The water shortage response plan was designed based on the assumption that during a long term drought DWR will have a reduction in water deliveries.

Rationing stages may be triggered by a shortage in the DWR water source. Although an actual shortage may occur at any time during the year, a shortage (if one occurs) is usually forecasted by the Department of Water Resources on or about April 1 each year. If it appears that it may be a dry year and the water supplies will be reduced, AVEK contacts its agricultural customers in March with confirmation follow up in April, so that the customers can minimize potential financial impacts.

Currently, the Agency's sole water source is imported surface water, but extraction from the AVEK water banking facilities is planned for the future. Rationing stages may be triggered by a supply shortage or by contamination.

#### **5.2.6 Reduction Measuring Mechanism**

##### **Law**

*10632. The plan shall provide an urban water shortage contingency analysis which includes each of the following elements which are within the authority of the urban water supplier:*

*10632 (i) A mechanism for determining actual reductions in water use pursuant to the urban water shortage contingency analysis.*

#### **5.2.6.1 Mechanism to Determine Reductions in Water Use**

Under non-emergency water supply conditions, potable water production figures are recorded daily. Totals are reported daily to the Water Treatment Facility Supervisor. Totals are reported monthly to the Board of Directors and incorporated into the water supply report.

During water shortage periods, the Agency will review daily the water demands versus the established reduction goals. Reference is made to **Appendix B**, Ordinance O-07-2 to Adopt Water Storage Contingency Plan. The Agency will take appropriate steps to reduce their deliveries to meet the reduction



goals.

### 5.3 Recycled Water Plan

#### Law

*10633. The plan shall provide, to the extent available, information on recycled water and its potential for use as a water source in the service area of the urban water supplier. To the extent practicable, the preparation of the plan shall be coordinated with local water, wastewater, groundwater, and planning agencies and shall include all of the following:*

*10633 (a) A description of the wastewater collection and treatment systems in the supplier's service area, including quantification of the amount of wastewater collected and treated methods of wastewater disposal.*

*10633 (b) A description of the recycled water currently being used in the supplier's service area, including but not limited to, the type, place and quantity of use.*

*10633 (c) A description and quantification of the potential uses of recycled water, including, but not limited to, agricultural irrigation, landscape irrigation, wildlife habitat enhancement, wetlands, industrial reuse, groundwater recharge, and other appropriate uses, and a determination with regard to the technical and economic feasibility of serving those uses.*

#### 5.3.1 Wastewater Quantity, Quality, and Current Uses

##### 5.3.1.1 AVEK's Recycled Water Use Capabilities

AVEK does not collect or treat wastewater and has no plan to use recycled water as part of their deliveries. The Agency provides service to retail and water purveyors and agricultural customers that may have the opportunity to utilize recycled water as part of deliveries. The Agency supports customers plans that would utilize recycled water within AVEK boundaries. The use of recycled water by AVEK customers is an important part of reducing the demand on AVEKs available water. Los Angeles County Water Works District has estimates for the future availability and location of recycled water and they are included in Appendix I.

##### 5.3.1.2 Potential and Projected Use, Optimization Plan with Incentives

#### Law

*10633 (d) A description and quantification of the potential uses of recycled water. ..., and a determination with regard to the technical and economic feasibility of serving those uses.*

*10633. (e) The projected use of recycled water within the supplier's service area at the end of 5, 10, 15, and 20 years, and a description of the actual use of recycled water in comparison to uses previously projected pursuant to this subdivision.*

*10633 (f) A description of actions, including financial incentives, which may be taken to encourage the use of recycled water, and the projected results of these actions in terms of acre-feet of recycled water used per year.*

*10633 (g) A plan for optimizing the use of recycled water in the supplier's service area, including actions to facilitate the installation of dual distribution systems, to promote recirculating uses, to facilitate the increased use of treated*

wastewater that meets recycled water standards, and to overcome any obstacle to achieving that increased use.

### 5.3.1.3 AVEK's Recycled Water Use Philosophy

AVEK does not collect or treat wastewater and has no plan to use recycled water as part of their deliveries. AVEK's customers should investigate, develop, and implement recycled water usage programs. The Agency encourages the use of recycled water. For example, AVEK is presently assisting both the cities of Lancaster and Palmdale, and the County of Los Angeles with local recycled water projects.

## 5.4 Water Quality Impacts on Reliability

### Law

*10634. The plan shall include information, to the extent practicable, relating to the quality of existing sources of water available to the supplier over the same five-year increments as described in subdivision (a) of Section 10631, and the manner in which water quality affects water management strategies and supply reliability.*

Currently, the Agency water supply is solely provided by the State Water Project, and its water quality is maintained and governed by the standards established by the Department of Water Resources. As such, the Agency does not expect fluctuation in the water quality that will affect agency water management strategies. See **Appendix I** for the DWR Sanitary Survey Update Report 2001 information and DWR website for State Water Project water quality information.

## 5.5 Frequency and Magnitude of Supply Deficiencies

The current and future supply projections through 2030 are shown in the above **Table 6**. The future supply projections assume normal inflows from the Sacramento Delta for the SWP. See **Figure 1** for SWP delivery reliability.

According to SWP Delta Table A Delivery Reliability Probability for Year 2009, AVEK is projected to receive an average delivery of 62% of full Table A under current conditions. The percentage of SWP Table A amounts projected to be available is referenced from the *ContractorDRR\_2009\_rev080510.xlsx* spreadsheet available on the DWR website<sup>1</sup>. AVEK has used the lowest allocation of 12% from the spreadsheet, which includes revised current demands, for calculation of AVEK's single dry year supplies. The multiple dry year demand was based on the 4-year drought values also presented in the spreadsheet. Based on the SWP allotment for AVEK, 62% of full delivery translates to about 87,668 acre-feet of water per year. For the remainder of this study, the value of 87,668 ac-ft will be defined as the baseline supply for a probable year.

## 5.6 Reliability Comparison

**Table 8** details estimated water supply projections associated with several water supply reliability scenarios. Table 8 includes only water supply from the State Water Project and does not consider use of banked water to supplement supplies. Multiple-year drought periods correspond with the with the lowest water deliveries that were available from DWR. For further information on the data, see **Section 6, Demand Management Measures**.

Table 8 Supply Reliability					
Unit of Measure: Acre-feet/Year		Multiple Dry Water Years			
Probable Water	Single Dry Water	Year 1	Year 2	Year 3	Year 4

<sup>1</sup> <http://baydeltaoffice.water.ca.gov/swpreliability/index.cfm>

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Year	Year				
87,668	17,000	44,900	51,300	51,800	44,400
% of Normal Year	19%	51%	58%	59%	51%

Table 9 Basis of Water Year Data <sup>4</sup>	
Water Year Type	Base Year(s)
Probable Water Year	(see footnote)
Single Dry Year	1977
4-Year	1931-1934

<sup>4</sup> A probable water year scenario is defined as 62% of the full SWP allocation (141,400 ac-ft), or 87,668 ac-ft per historical reliability (Fig.1). This value coincides with the average percent of SWP allocation delivered as predicted in the *ContractorDRR\_2009\_rev080510.xlsx* spreadsheet provided by DWR. The model assumes parties entitled to SWP water have adequate storage for capturing excess supplies during wet years. Actual volume of water available may be less if adequate storage is not available. Single and Multiple Dry Years data are cited from the spreadsheet.

### 5.7 Water Shortage Assessment Plan

#### Law

*10635 (a) Every urban water supplier shall include, as part of its urban water management plan, an assessment of the reliability of its water service to its customers during normal, dry, and multiple dry water years. This water supply and demand assessment shall compare the total water supply sources available to the water supplier with the total projected water use over the next 20 years, in five-year increments, for a normal water year, a single dry water year, and multiple dry water years. The water service reliability assessment shall be based upon the information compiled pursuant to Section 10631, including available data from the state, regional, or local agency population projections within the service area of the urban water supplier.*

#### 5.7.1 Projected Water Supply and Demand

The following compares current and projected water supply and demand. This information is based on continued commitment to conservation programs, conjunctive use programs and use of groundwater and recycled water, by the water purveyors. Probable supply totals for the year 2015 are based on the Agency receiving 62% of its delivery amount from the State Water Project, which is about 87,688 acre-feet of water per year. Additional supply of 20,000 AFY is projected to be available from water banking projects on a limited basis.

Active water efficiency improvements and additional water supply will be necessary to meet the Agency's projected water demand. The Agency will continue to examine supply enhancement options, such as groundwater recharge for Antelope Valley and conjunctive water use as discussed in **Section 1.2.1, Interagency Coordination**.

Projected demand totals are calculated based on projected populations. The following tables will be based on demand projections from **Table 4**. Supply projections are taken from **Table 6**, with additional 20,000 AFY of banked water.

Table 10 Supply and Demand Comparison – Normal Year				
	2015	2020	2025	2030
Supply totals (Table 6)	107,688	107,688	107,688	107,688
Demand Totals	91,075	92,828	94,530	96,558

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Difference (Shortfall)	16,593	14,840	13,138	11,110
Difference as % of supply	15.4%	13.8%	12.2%	10.3%
Difference as % of demand	18.2%	16.0%	13.9%	11.5%

The comparison of the projected probable year supply and demand indicates that sufficient supplies are available to meet demand through 2030 in a normal year. These projections assume that the new water banking programs will have sufficient water in storage to provide up to 20,000 AFY.

### 5.7.2 Projected Single Dry Year Supply and Demand Comparison

Table 11 Projected Single Dry Water Year Supply AF/Y					
	2010	2015	2020	2025	2030
Supply totals	17,000	37,000	37,000	37,000	37,000
% of SWP Full Allotment	19%	19%	19%	19%	19%

The projected single dry water year percentages in **Table 11** are based on the minimum delivery by the DWR as reported in the spreadsheet *ContractorDRR\_2009\_rev080510.xlsx*, supplemented by 20,000 AFY of recovered banked groundwater beginning in 2015.

**Table 12** compares projected single dry year supply with demand. **Table 12** assumes availability of 20,000 AFY of banked groundwater to supplement deliveries from the State Water Project.

Table 12 Projected Single Dry Year Supply and Demand Comparison AF/Y				
	2015	2020	2025	2030
Supply totals	37,000	37,000	37,000	37,000
Demand totals	91,075	92,828	94,530	96,558
Difference (shortfall)	(54,075)	(55,828)	(57,530)	(59,558)
Difference as % Supply	-146.1%	-150.9%	-155.5%	-161.0%
Difference as % Demand	-59.4%	-60.1%	-60.9%	-61.7%

This comparison indicates a shortfall during a single dry year.

In any dry year, the Agency will notify its customers of the potential water shortage for the year.

It is up to the purveying customers of AVEK to direct rationing program and policies to consumers. Therefore, expected changes to demand due to dry years will be provided by the purveying customers.

### 5.7.3 Projected Multiple Dry Year Supply and Demand Comparison

Table 13 identifies the projected minimum water supply based on the four-year drought historic sequence for water supply as presented in the spreadsheet *ContractorDRR\_2009\_rev080510.xlsx*. Supply totals assume the availability of 20,000 AFY of supplemental supply from banking projects.

Table 13 Supply and Demand Comparison -- Multiple Dry-year Events					
		2015	2020	2025	2030
Multiple Dry-Year First Year Supply	Supply Totals	65,587	65,587	65,587	65,587
	Demand Totals	91,075	92,828	94,530	96,558
	Difference (Shortfall)	(25,488)	(27,240)	(28,943)	(30,970)

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	Difference as % Supply	-38.9%	-41.5%	-44.1%	-47.2%
	Difference as % Demand	-28.0%	-29.3%	-30.6%	-32.1%
Multiple Dry Year Second Year Supply	Supply Totals	70,847	70,847	70,847	70,847
	Demand Totals	91,075	92,828	94,530	96,558
	Difference (Shortfall)	(20,228)	(21,980)	(23,683)	(25,710)
	Difference as % Supply	-28.6%	-31.0%	-33.4%	-36.3%
	Difference as % Demand	-22.2%	-23.7%	-25.1%	-26.6%
Multiple Dry Year Third Year Supply	Supply Totals	72,601	72,601	72,601	72,601
	Demand Totals	91,075	92,828	94,530	96,558
	Difference (Shortfall)	(18,474)	(20,227)	(21,929)	(23,957)
	Difference as % Supply	-25.4%	-27.9%	-30.2%	-33.0%
	Difference as % Demand	-20.3%	-21.8%	-23.2%	-24.8%

This comparison is based on current usage patterns by the retail purveyors and agriculture users. The short fall in supply does not take into account the reliability of other sources available to water purveyors, such as their use of groundwater, future groundwater banking programs, future conservation efforts, and use of recycled water.

Potential increases in supply in future years depends upon the ability to store sufficient water in new water banks to provide for withdrawals during dry years.

It is up to the purveying customers of AVEK to direct rationing program and policies to their consumers. Therefore, expected changes to demand due to dry years will be provided by the purveying customers. The development and use of other water sources, such as groundwater, conjunctive uses, the use of recycled water, and the storage of Article 21 water when available, are essential measures necessary to meet long-term demands.

### 5.7.3.1 Three Year Minimum Water Supply Alert

Based on experiences during reductions of State Water Project water, AVEK recognizes that it is better to enter into a water shortage alert early, to establish necessary programs and policies, to gain public support and participation, and to reduce the likelihood of more severe shortage levels later. Improved water use efficiency does mean that water supply reserves must be larger since water use efficiency improvements will be minimal. Water shortage responses must be made early to prevent severe economic and environmental impacts.

In May of each year, the Agency forecasts the minimum water supply availability for its water, and projects its total water supply for the current and three subsequent years. Based on the water shortage, a water shortage condition may be declared. Because shortages can have serious economic and environmental impacts, the Agency will make every effort to provide accurate predictions of water shortages.

## 5.8 Factors Resulting in Inconsistency of Supply

The likeliest interruptions would be:

1. Reduction of annual SWP allocation due to low precipitation.
2. Reduction in conveyance of annual SWP allocation due to regulatory restrictions in the Delta.
3. A result of loss of power or facility failure in the aqueduct.
4. Failure of Delta levee system.
5. Earthquake
6. Power loss

Response by the agency to any of the above factors will always include contact and coordination with AVEKs customers. Additionally, in the event of power loss AVEK has permanent emergency power

generation that automatically starts to maintain water treatment operations. In the event of an earthquake, AVEK personnel will survey and assess damage and respond accordingly with shutdowns and repairs.

## **5.9 Transfer or Exchange Opportunities**

### **Law**

*10631 (d) Describe the opportunities for exchanges or transfers of water on a short-term or long-term basis.*

### **5.9.1 Water Transfers**

The Agency has in past explored and implemented dry year water transfer options to increase reliability. For example, additional water was acquired by AVEK in 2001; AVEK purchased 3,000 acre-feet of Table A water from Tulare Lake Irrigation District. It is estimated that additional water could be purchased by the Agency as emergency water supply if requested by water purveyors. Other sources of water available to AVEK include the turnback pool, Article 21, and dry-year purchase programs; water that could be acquired for customer use.

## **Section 6 Demand Management Measures**

### **Law**

*10631 (f) Provide a description of the supplier's water demand management measures. This description shall include all of the following:*  
*(1) A description of each water demand management measure that is currently being implemented, or scheduled for implementation, including the steps necessary to implement any proposed measures, including, but not limited to, all of the following:*

AVEK is committed to implementing water conservation and this Section discusses AVEK's water conservation efforts.

For responding to the Urban Water Management Planning Act, the Agency will provide documentation for DMM's C, D, J, K, and L. The Agency describes their present and proposed future measures, programs, and policies to help achieve the water use reductions. The Agency has, in good faith, tried to address and comply with all of the BMP targets listed in the California Urban Water Conservation Council (CUWCC) Memorandum of Understanding (MOU) where applicable, even though the Agency is not signatory to the MOU regarding Urban Water Conservation or a member of CUWCC.

### **DMM C – System Water Audits, Leak Detection and Repair**

**IMPLEMENTATION DESCRIPTION:** AVEK has no formal leak detection or pipeline survey program. AVEK does however audit system losses monthly as part of its normal billing procedures. Pipelines are driven regularly as part of water sample runs during which personnel will note leaks if observed. System losses of less than 3% of total deliveries are considered within the margin of error and normal. The agency repairs leaks promptly on average about twice per year. Below is a table of results.

<b>Results</b>	<b>2006</b>	<b>2007</b>	<b>2008</b>	<b>2009</b>	<b>2010</b>
% of Unaccounted Water	2.2	3.7	3.3	6.1	2.2
Miles Surveyed	100	100	100	100	120
Miles Repaired	<1	<1	<1	<1	<1
Actual Expenditures - \$	10,000	10,000	10,000	10,000	15,000
Actual Water Saved - AF/Y	<1	<1	4	4	4

### **DMM D – Metering with Commodity Rates**

**IMPLEMENTATION DESCRIPTION:** The Agency charges all water purveyor customers based on metered readings and established rate schedules developed by the Agency. All current and new connections including temporary connections are required to be metered and billed per volume-of-use. AVEK has never operated unmetered connections. Additionally, existing meters are checked on a regular basis for leaks and accuracy.

## AVEK 2010 URBAN WATER MANAGEMENT PLAN

### DMM J – Wholesale Agency Programs

**IMPLEMENTATION DESCRIPTION:** AVEK is a wholesale agency for water and the DMMs are identified and discussed in this section.

Existing Programs	Number of agencies assisted/Estimated AF per Year Savings					
Program Activities	2005	2006	2007	2008	2009	2010
Water Surveys	0/0	0/0	0/0	0/0	0/0	0/0
Residential Retrofit	0/0	0/0	0/0	0/0	0/0	0/0
System Audits	1/1000	1/1000	1/1000	1/1000	1/1000	1/1000
Metering-Commodity Rates	55/55	55/55	55/55	55/55	55/55	55/55
Landscape Programs	0/0	0/0	0/0	0/0	1/100	1/100
Washing Machines	0/0	0/0	0/0	0/0	0/0	0/0
Public Information	1/10	1/10	1/10	1/10	2/50	2/50
School Education	0/0	0/0	0/0	0/0	0/0	1/10
Water Waste	0/0	0/0	0/0	0/0	0/0	0/0
CII WC / ULF	0/0	0/0	0/0	0/0	0/0	0/0
Pricing	0/0	0/0	0/0	0/0	0/0	0/0
WC Coordinator	0/0	0/0	0/0	0/0	20/20	20/50
ULFT Replacement	0/0	0/0	0/0	0/0	0/0	0/0
Actual Expenditures - \$	\$13,000	\$13,000	\$13,000	\$13,000	\$18,000	\$20,000

Planned Programs	No. of agencies to be assisted/ Est AF per Year Savings				
Program Activities	2011	2012	2013	2014	2015
Water Surveys	0/0	0/0	0/0	0/0	0/0
Residential Retrofit	0/0	0/0	0/0	0/0	0/0
System Audits	1/1000	1/1000	1/1000	1/1000	1/1000
Metering-Commodity Rates	55/55	55/55	55/55	55/55	55/55
Landscape Programs	1/100	1/100	1/100	1/100	1/100
Washing Machines	0/0	0/0	0/0	0/0	0/0
Public Information	2/50	2/50	2/50	2/50	2/50
School Education	1/10	1/10	1/10	1/10	1/10
Water Waste	0/0	0/0	0/0	0/0	0/0
CII WC / ULF	0/0	0/0	0/0	0/0	0/0
Pricing	N/A	N/A	N/A	N/A	N/A
WC Coordinator	20/50	20/50	20/50	20/50	20/50
ULFT Replacement	0/0	0/0	0/0	0/0	0/0
Estimated Expenditures - \$	\$20,000	\$20,000	\$25,000	\$25,000	\$25,000

### DMM K – Conservation Pricing

**IMPLEMENTATION DESCRIPTION:** AVEK does not have a conservation pricing structure. AVEK maintains a standard pricing structure to all water purveyor customers regardless of water usage but does have water pricing structures that include variations in pricing based on time of year (winter versus summer). The winter versus summer pricing is to encourage use of AVEK imported water during the off peak time of year instead of purveyors using groundwater. AVEK does not provide sewer service.

Table K2 - WHOLESALERS	
Water Rate Structure	None
Year rate effective	N/A



### **6.1 Agricultural Water Conservation Programs**

AVEK does not implement any agricultural water conservation programs, but encourages their agricultural customers to participate in water conservation.

### **6.2 Planned Future Supply Projects**

AVEK does not currently have any planned future projects to increase water supply.

Non-implemented & Not scheduled DMM / Planned Water Supply Project Name	Per-AF Cost (\$)
N/A	

### **6.3 Development of Desalinated Water**

Due to the Agency's distance from coastal areas, AVEK does not have the opportunity to implement a desalination program.

## **APPENDIX A**

- **LIST OF GROUPS WHO PARTICIPATED IN THE DEVELOPMENT OF THIS PLAN**
- **NOTIFICATION LETTER**
- **NOTIFICATION LIST**

## **List of Groups Who Participated In the Development Of This Plan**

AVEK board members and staff  
Retail water purveyor customers  
Members of the public, advisory groups, etc

## Notification Letter

To: AVEK UWMP Notification List

Re: AVEK DRAFT Urban Water Management Plan 2010

Antelope Valley – East Kern Water Agency (AVEK) has updated their Urban Water Management Plan (UWMP) for 2010 and has set a Public Hearing for June 20, 2011 in the consideration of its adoption. AVEK has actively encouraged community participation in its urban water management planning efforts by encouraging attendance and participation in the Board of Directors (BOD) public meetings held twice each month.

This Public Hearing on June 20, 2011 will offer the opportunity for you and/or your agency to submit comments on the draft plan before AVEK BOD approval. To assist with this, AVEK has posted the Draft UWMP 2010 on our website for public access and review at: [www.avek.org/uwmp.html](http://www.avek.org/uwmp.html).

Public Hearing Information:

AVEK Public Hearing – UWMP 2010  
June 20, 2011 6:30 PM  
AVEK Administration Building, Board Room  
6500 West Avenue N  
Palmdale, Ca 93551

If you would like to submit comments on the plan prior to the Public Hearing on June 20, 2011, you may do so by contacting Tom Barnes at AVEK (see below). Please have all comments submitted by 5:00 PM on June 20, 2011.

Comments:  
Tom Barnes  
661-943-3201 Phone  
661-943-3204 Fax  
[tbarnes@avek.org](mailto:tbarnes@avek.org)

Thank you,

AVEK Water Agency

**UWMP Notification List:**

City of California City  
21000 Hacienda Blvd.  
California City, CA 93505

City of Lancaster  
Public Works  
44933 Fern Avenue  
Lancaster, CA 93534

Los Angeles County  
Department of Public Works  
P. O. Box 7508  
900 S. Fremont Avenue  
Alhambra, CA 91802

Supervisor Michael D. Antonovich  
Antelope Valley Field Office  
113 W. Avenue M-4 Suite A  
Palmdale, CA 93551

City of Palmdale  
Public Works  
38250 N. Sierra Highway  
Palmdale, CA 93550

Building Industry Association  
43423 Division Street, Suite 401  
Lancaster, CA 93535

Kern County Planning Department  
2700 "M" Street  
Bakersfield, CA 93301

Billiton Exploration U.S.A.  
PO Box 576  
Room 4156  
Houston, TX 77001-0576

Boron CSD  
PO Box 1060  
Boron, CA 93596

Desert Lake CSD  
PO Box 567  
Boron, CA 93596

Desert Sage Apartments  
1101 Salisbury  
La Canada, Ca. 91011

Edgemont Acres MWC  
PO Box 966  
North Edwards, CA 93523-0966

Edwards AFB (Main Base)  
95 CEG/CERF – Main Base Water Delivery  
225 N. Rosamond Blvd, Building 3500  
Edwards AFB, CA 93524

Edwards AFB (Phillips Lab)  
95 CEG/CERF – Propulsion Lab Water  
225 N. Rosamond Blvd, Building 3500  
Edwards AFB, CA 93524

FPL Energy  
41100 Highway 395  
Boron, CA 93516

Mojave Public Utility District  
15844 K Street  
Mojave, CA 93501

Rosamond CSD  
3179 35th Street West  
Rosamond, CA 93560

Rio Tinto Minerals/US Borax  
14486 Borax Rd  
Boron, CA 93516

Antelope Valley Country Club  
39800 Country Club Dr  
Palmdale, CA 93551

California Water Service Co  
Antelope Valley District  
5015 West Avenue L-14  
Quartz Hill, CA 93536

El Dorado MWC  
PO Box 900519  
Palmdale, CA 93590

Landale MWC (Operated by California Water Service Co)  
PO Box 5808  
Lancaster, CA 93539

Palmdale Water District  
2029 East Avenue Q  
Palmdale, CA 93550

Palm Ranch Irrigation District  
4871 West Avenue M (Columbia Way)  
Quartz Hill, CA 93536

Quartz Hill Water District  
PO Box 3218  
Quartz Hill, CA 93586

Shadow Acres MWC  
PO Box 900669  
Palmdale, CA 93590

Sunnyside Farms MWC  
PO Box 901025  
Palmdale, CA 93590

Westside Park MWC  
40317 11th Street West  
Palmdale, CA 93551-3024

White Fence Farms MWC  
41901 20th Street West  
Palmdale, CA 93551

White Fence Farms MWC #3  
2606 West Avenue N-8  
Palmdale, CA 93551

Los Angeles County Waterworks Districts  
PO Box 7508  
Alhambra, CA 91802-7508

Lake Elizabeth MWC  
14960 Elizabeth Lake Rd  
Elizabeth Lake, CA 93532

## **APPENDIX B**

- **RESOLUTION R-11-09: TO ADOPT THE 2010 URBAN WATER MANAGEMENT PLAN**
- **ORDINANCE O-07-2: AVEK WATER SHORTAGE CONTINGENCY PLAN**



**RESOLUTION R-11-09: ADOPTION OF THE URBAN WATER MANAGEMENT PLAN**

**ANTELOPE VALLEY-EAST KERN WATER AGENCY**

**RESOLUTION NO. R-11-09  
TO ADOPT THE 2010 URBAN WATER MANAGEMENT PLAN**

The Board of Directors of the Antelope Valley-East Kern Water Agency ("AVEK") do hereby resolve as follows:

**I.  
RECITALS**

**WHEREAS**, the Antelope Valley-East Kern Water Agency was formed in 1959 by an act of the State Legislature. AVEK's powers, duties, authorities and other matters are set forth in its enabling act, which is codified at California Water Code, Uncodified Acts, Act 9085 (the "AVEK Enabling Act"); and

**WHEREAS**, AVEK's Jurisdictional boundaries cover portions of three counties, Los Angeles, Ventura County and Kern County, and is more particularly described in Appendix E in the 2010 Urban Water Management Plan ("AVEK's Jurisdictional Boundaries"); and

**WHEREAS**, AVEK was formed for the purpose of providing water received from the State Water Project ("SWP") as a supplemental source of water to retail water purveyors and other water interests within AVEK's Jurisdictional Boundaries on a wholesale basis; and

**WHEREAS**, in order to effectuate the above-referenced purpose, AVEK, among other things, entered into a contract with the Department of Water Resources ("DWR"), which operates the SWP, in order for AVEK to receive water from the SWP ("SWP Water"); and

**WHEREAS**, AVEK has entered into contracts with various retail purveyors and other water interests in AVEK's Jurisdictional Boundaries that govern AVEK's delivery of SWP Water to those purveyors and other water interests (the "AVEK's Water Supply Contracts"). Article 19 in those contracts provide that "substantial uniformity" in those contracts is "desirable" and that AVEK will "attempt to maintain such uniformity" between such contracts; and

**WHEREAS**, AVEK does not provide SWP Water directly to any person or entity for domestic or municipal purposes; and

**WHEREAS**, AVEK does not own or operate any facilities that can produce reclaimed water from any area in AVEK's Jurisdictional Boundaries, and neither does AVEK possess any contractual right or matured water right to produce such waters; and

**WHEREAS**, the Urban Water Management Planning Act, California Water Code Section 10610 et seq. ("UWMP Act"), mandates that every supplier providing water for municipal purposes either directly or indirectly to more than 3,000 customers or supplying more than 3,000 acre feet of water annually, prepare an Urban Water Management Plan; and

**WHEREAS**, the UWMP Act further provides that such plans shall be periodically reviewed and normally updated by the supplier once every five years no later than December 31<sup>st</sup> of each calendar year ending in zero and five; and

**WHEREAS**, State Law has extended the deadline for the 2010 UWMP to July 1, 2011; and

**WHEREAS**, AVEK has reviewed and updated its UWMP based on the impacts of the State Water Project reliability presented in the Department of Water Resources' 2008 State Water Project Reliability Report; and

WHEREAS, AVEK has circulated drafts of its proposed 2010 Urban Water Management Plan ("2010 UWMP") to the public for review and comment; and

WHEREAS, AVEK's Board of Directors ("AVEK Board") held a duly noticed public hearing on its proposed 2010 UWMP on June 20, 2011; and

WHEREAS, the AVEK Board received no written or verbal comment from the public or others concerning its proposed 2010 UWMP; and

WHEREAS, AVEK retained technical and legal consultants to provide expert assistance concerning its 2010 UWMP; and

WHEREAS, AVEK has adopted Ordinance No. O-07-2 that adopts a water shortage contingency plan.

## II. FINDINGS

THEREFORE, AVEK finds as follows:

1. AVEK's 2010 UWMP complies with all applicable laws and regulations, including but not limited to the UWMP Act, the AVEK Enabling Act, and the Guidebook to Assist Urban Water Suppliers to Prepare a 2010 Urban Water Management Plan issued by the DWR and dated March 2011.
2. AVEK's 2010 UWMP is consistent with the intent and terms of the AVEK's Water Supply Agreements.
3. The AVEK Board's adoption of the 2010 UWMP is supported by substantial evidence, which evidence is contained in the administrative record received by the AVEK Board for this matter.
4. Each of the recitals contained in this Resolution is approved as a finding of fact.

## III.

### ADOPTION OF 2010 UWMP

THEREFORE, be it resolved and ordained by the AVEK Board as follows:

1. The 2010 UWMP is approved and adopted. The President of the AVEK Board authorized and directed to file the 2010 UWMP with the entities specified in the UWMP Act by the dates specified therein.

ADOPTED this 20<sup>th</sup> day of June, 2011, by the following vote:

AYES:

7

NOES:

0

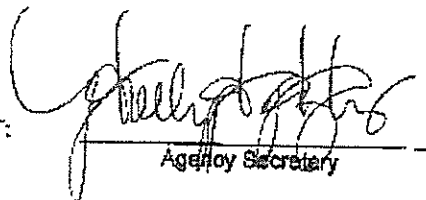
ABSENT:

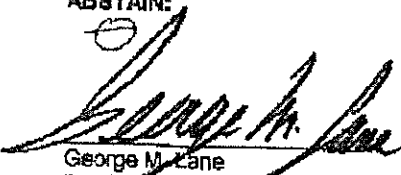
0

ABSTAIN:

0

ATTEST:

  
Agency Secretary

  
George M. Lane  
President of the Board of Directors  
Antelope Valley-East Kern Water Agency

ORDINANCE O-07-2: AVEK WATER SHORTAGE CONTINGENCY PLAN

**ANTELOPE VALLEY-EAST KERN WATER AGENCY  
ORDINANCE NO. O-07-2**

**AN ORDINANCE OF THE ANTELOPE VALLEY-EAST KERN WATER AGENCY  
TO ADOPT A WATER SHORTAGE CONTINGENCY PLAN**

**WHEREAS**, the Board of Directors of the Antelope Valley-East Kern Water Agency ("AVEK") hereby finds:

**I.  
RECITALS**

**WHEREAS**, the Antelope Valley-East Kern Water Agency was formed in 1959 by an act of the State Legislature. AVEK's powers, duties, authorities and other matters are set forth in its enabling act, which is codified at California Water Code, Uncodified Acts, Act 9095 (the "AVEK Enabling Act"); and

**WHEREAS**, AVEK's jurisdictional boundaries cover portions of three counties, Los Angeles, Ventura County and Kern County, and is more particularly described in Appendix E in the 2005 Urban Water Management Plan ("AVEK's Jurisdictional Boundaries"); and

**WHEREAS**, AVEK was formed for the purpose of providing water received from the State Water Project ("SWP") as a supplemental source of water to retail water purveyors and other water interests with AVEK's Jurisdictional Boundaries on a wholesale basis; and

**WHEREAS**, in order to effectuate the above-referenced purpose, AVEK, among other things, entered into a contract with the Department of Water Resources ("DWR"), which operates the SWP, in order for AVEK to receive water from the SWP ("SWP Water"); and

**WHEREAS**, AVEK has entered into contracts with various retail purveyors and other water interests in AVEK's Jurisdictional Boundaries that govern AVEK's delivery of SWP Water to those purveyors and other water interests (the "AVEK's Water Supply Contracts"). Article 19 in those contracts provides that "substantial uniformity" in those contracts is "desirable" and that AVEK will attempt to maintain such "uniformity" between such contracts; and

**WHEREAS**, AVEK does not provide SWP Water directly to any person or entity for domestic or municipal purposes; and

**WHEREAS**, AVEK does not own or operate any facilities that can produce reclaimed water or native groundwater from any area in AVEK's Jurisdictional Boundaries, and neither does AVEK possess any contractual right or matured water right to produce such waters; and

**WHEREAS**, the Urban Water Management Planning Act, California Water Code Section 10610 *et seq.* ("UWMP Act") provides that urban water management plans shall include a resolution or ordinance by the supplier that sets forth a water shortage contingency plan; and

**WHEREAS**, Section 61.1 of the AVEK Enabling Act sets forth guiding principles for AVEK's distribution of SWP Water, which principles can be drawn upon in allocating such water in times of shortage (the provisions of Section 61.1 of the AVEK Enabling Act are set forth in Exhibit A to this Ordinance); and

**WHEREAS**, real property related taxes have been paid to AVEK since 1959 by entities in AVEK's Jurisdictional Boundaries.

**WHEREAS**, AVEK has circulated drafts of its proposed 2005 UWMP and the water shortage contingency plan set forth in this Ordinance ("WSC Plan") to the public for review and comment; and

**WHEREAS**, AVEK's Board of Directors ("AVEK Board") held duly noticed public hearings on its proposed 2005 UWMP on November 15, 2005 and December 20, 2005, and a public meeting on the WSC Plan on December 20, 2005; and

**WHEREAS**, the AVEK Board received written and verbal testimony and evidence from the public and others concerning its proposed 2005 UWMP and WSC Plan.

## **II. FINDINGS**

**THEREFORE**, AVEK finds as follows:

1. AVEK finds that there is a need to adopt a water shortage contingency plan given, among other things, the requirements of the UWMP Act and the potential that the amount of SWP Water made available to AVEK by DWR may not satisfy the demands for SWP Water by AVEK's customers (even though such demand for SWP water has only exceeded the available supply of SWP Water once since AVEK was formed).
2. The WSC Plan complies with all applicable laws and regulations, including but not limited to the UWMP Act, the AVEK Enabling Act, and the Guidebook to Assist Water Suppliers in the Preparation of a 2005 Urban Water Management Plan issued by

DWR and dated as of January 18, 2005.

3. AVEK finds that the WSC Plan is fair and equitable.
4. The WSC Plan is consistent with the intent and terms of the AVEK's Water Supply Agreement and the AVEK Enabling Act.
5. Each of the recitals contained in the Ordinance is approved as a finding of fact.

III.

**ADOPTION OF WATER SHORTAGE CONTINGENCY PLAN**

Therefore, be it resolved and ordained by the AVEK Board as follows:

1. AVEK adopts a WSC Plan that would be implemented when the aggregate amount of SWP Water reasonably ordered by AVEK's customers in any water year exceeds the amount of SWP Water that DWR makes available to AVEK on that same water year (a "SWP Water Shortage Year"). When that contingency occurs (which contingency will be deemed to occur under both stages listed in Appendix 1 hereto), AVEK plans to allocate that amount of available SWP Water as follows:

(a) The available SWP Water shall first be allocated per each county (the "County Allocation of SWP Water") in AVEK's Jurisdictional Boundaries based on a running historical average of the amount of taxes paid to AVEK by entities in each particular county since the formation of AVEK in 1959. (Attached as Exhibit B to this Ordinance is the historical amount of such taxes paid by county through June 30, 2005.) AVEK shall annually update and publish that running historical average of taxes paid to AVEK by county.

(b) Each County's Allocation of SWP Water shall be further allocated to each AVEK customer within that particular county based on its average annual percentage of SWP Water received in the two water years prior to the SWP Water Shortage Year relative to the amount of SWP Water received by all other AVEK customers in that particular county in those two prior water years. (For illustrative purposes, attached as Exhibit C to this Ordinance is a list of such relative percentages by AVEK customers by county for 2004.)

(c) In determining the amount of SWP Water that should be delivered by AVEK to any customer in any SWP Water Shortage Year, AVEK will fill orders for SWP Water that will be used by the AVEK customer(s) for consumptive or agricultural uses in


that same water year prior to filling any order for SWP Water that would be used by an AVEK customer for banking or storage purposes.

(d) AVEK reserves the right to allocate SWP Water that it receives from DWR in a SWP Water Shortage Year in a manner that differs from the provisions of this WSC Plan based on a finding by the AVEK Board of unique or unusual circumstances or needs.

This Ordinance shall be in full force and effect upon the date of adoption, and shall be published in full in a newspaper of general circulation within ten (10) days from the date of adoption.

Passed and adopted this 19<sup>th</sup> day of June, 2007, by the following vote:

AYES: 6 NOES: 0 ABSENT: 1 ABSTAIN: 0

  
Andy D. Rutledge, President  
Board of Directors  
Antelope Valley-East Kern Water Agency

ATTEST:  
  
Mary L. Moore, Agency Secretary

**EXHIBIT A**

**§ 61.1 Distribution and apportionment of water purchased from State, etc.** The agency shall whenever practicable, distribute and apportion the water purchased from the State of California or water obtained from any other source as equitably as possible on the basis of total payment by a district or geographical area within the agency regardless of its present status, of taxes, in relation that such payment bears to the total taxes and assessments collected from all other areas. It is the intent of this section to assure each area or district its fair share of water based upon the amounts paid into the agency, as they bear relation to the total amount collected by the agency.

# EXHIBIT B

## AVEK Water Agency Taxes Collected from Inception through 06/30/07

Description	Lee Angolae City	Kern City	Ventura County	TOTALS
	Taxes collected by Fiscal Year	Taxes collected by Fiscal Year	Taxes collected by Fiscal Year	
FYE 06/30/1981	58,308.89	20,846.13		79,152.82
FYE 06/30/1982	55,138.24	19,372.80		74,511.14
FYE 06/30/1983	158,220.27	83,006.15		241,226.42
FYE 06/30/1984	221,398.82	81,444.27		302,841.09
FYE 06/30/1985	174,560.93	89,835.70		264,396.63
FYE 06/30/1986	195,498.90	87,105.98		282,604.88
FYE 06/30/1987	417,054.54	234,820.40	201.75	651,876.69
FYE 06/30/1988	787,186.00	371,132.00	3,066.00	1,161,384.00
FYE 06/30/1989	909,673.00	396,253.00	3,319.00	1,309,245.00
FYE 06/30/1990	1,227,682.00	547,904.00	4,842.00	1,780,428.00
FYE 06/30/1991	1,233,111.00	600,115.00	3,558.00	1,836,784.00
FYE 06/30/1992	1,825,460.00	854,408.00	4,500.00	2,684,428.00
FYE 06/30/1993	1,845,561.00	862,025.00	2,512.00	2,813,098.00
FYE 06/30/1994	2,047,586.00	808,490.00	2,309.00	2,858,385.00
FYE 06/30/1995	2,586,924.00	890,833.00	8,396.00	3,486,153.00
FYE 06/30/1996	2,029,787.00	862,878.00	3,821.00	2,896,486.00
FYE 06/30/1997	1,720,808.00	721,488.00	3,770.00	2,446,066.00
FYE 06/30/1998	1,807,785.00	774,212.00	5,121.00	2,587,118.00
FYE 06/30/1999	1,784,843.00	997,383.00	3,683.00	2,785,909.00
FYE 06/30/2000	4,171,881.00	892,189.00	3,811.00	5,068,781.00
FYE 06/30/2001	4,895,491.00	1,351,068.00	4,834.00	6,251,393.00
FYE 06/30/2002	3,115,496.00	1,222,927.00	6,514.00	4,344,937.00
FYE 06/30/2003	4,311,370.00	1,723,835.00	8,195.00	6,043,400.00
FYE 06/30/2004	8,680,690.00	1,801,127.00	4,279.00	10,486,096.00
FYE 06/30/2005	9,768,574.00	3,575,437.00	18,208.00	13,362,219.00
FYE 06/30/2006	12,778,020.00	3,633,507.00	13,154.00	16,424,681.00
FYE 06/30/2007	12,730,939.00	3,073,226.00	10,787.00	15,814,952.00
FYE 06/30/2008	12,078,802.00	2,805,686.00	5,427.00	14,890,915.00
FYE 06/30/2009	13,700,634.00	2,928,708.00	48,063.00	16,677,405.00
FYE 06/30/2010	16,387,080.00	2,924,143.00	3,950.00	19,315,173.00
FYE 06/30/2011	14,757,446.00	3,238,690.00	0	17,996,136.00
FYE 06/30/2012	14,730,588.00	2,887,854.00	722.00	17,619,164.00
FYE 06/30/2013	14,708,789.00	2,895,327.00	722.00	17,604,838.00
FYE 06/30/2014	10,374,829.00	2,408,372.00	732.00	12,783,933.00
FYE 06/30/2015	11,757,693.00	2,215,878.00	747.00	13,974,318.00
FYE 06/30/2016	11,705,148.00	1,445,808.00	730.00	13,151,776.00
FYE 06/30/2017	9,078,884.00	1,843,601.00	721.00	10,923,206.00
FYE 06/30/2018	10,287,808.00	1,800,125.00	794.00	12,088,667.00
FYE 06/30/2019	8,883,825.00	2,823,064.00	874.00	11,707,763.00
FYE 06/30/2020	15,887,808.00	2,084,870.00	676.00	17,973,354.00
FYE 06/30/2021	10,233,359.00	2,184,558.00	685.00	12,418,602.00
FYE 06/30/2022	10,088,249.00	2,089,703.00	353.00	12,178,305.00
FYE 06/30/2023	10,853,001.00	3,394,512.00	269.00	14,247,782.00
FYE 06/30/2024	12,011,832.00	1,887,130.00	280.00	13,900,242.00
FYE 06/30/2025	12,275,847.00	2,280,255.00	0.00	14,556,102.00
FYE 06/30/2026	12,376,800.89	2,467,682.81	0.00	14,844,483.70
FYE 06/30/2027	12,548,885.59	2,783,514.23	280.29	15,332,680.11
FYE 06/30/2028	13,081,271.22	3,259,389.69	283.62	16,340,944.53
FYE 06/30/2029	14,880,938.81	3,515,857.26	268.44	18,397,064.51
FYE 06/30/2030	11,821,708.78	3,347,303.49	230.39	15,169,242.66
	<u>382,601,032.76</u>	<u>85,933,874.87</u>	<u>188,040.49</u>	<u>468,711,948.12</u>



### EXHIBIT C

Kern County	%
Billiton Exploration U.S.A.	0.24
Boron CSD	4.66
City of California City	9.88
Desert Lake CSD	1.47
Desert Sage Apartments	0.09
Edgemont Acres MWC	0.31
Edwards AFB	37.79
Mojave Public Utility District	1.01
Rosamond CSD	17.88
US Borax	26.67

Los Angeles County	%
Antelope Valley Country Club	0.35
California Water Service Co	0.58
Landale MWC	0.13
Los Angeles County Waterworks Districts	84.98
Palm Ranch Irrigation District	0.71
Quartz Hill Water District	8.42
Shadow Acres MWC	0.61
Sunnyside Farms MWC	0.59
White Fence Farms MWC	1.71
Lake Elizabeth MWC	1.91

**Appendix 1 to the Water Shortage Contingency Plan**

**Water Supply Shortage Stages and Conditions**

Stage No.	Water Supply Conditions	% Shortage
1	Reduction in SWP Allocation Below Current Demand	1 %
2	Reduction in SWP Allocation Below Current Demand	50%

## **APPENDIX C**

- **RATE STABILIZATION FUND DISCUSSION**

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The Agency uses as its rate stabilization fund the Agency's reserve fund to stabilize rates during periods of water shortages or disasters affecting water supply.

## **Appendix D**

- **WATER SUPPLY CAPACITY CHARGE IMPROVEMENTS**

### **Proposed Expansions**

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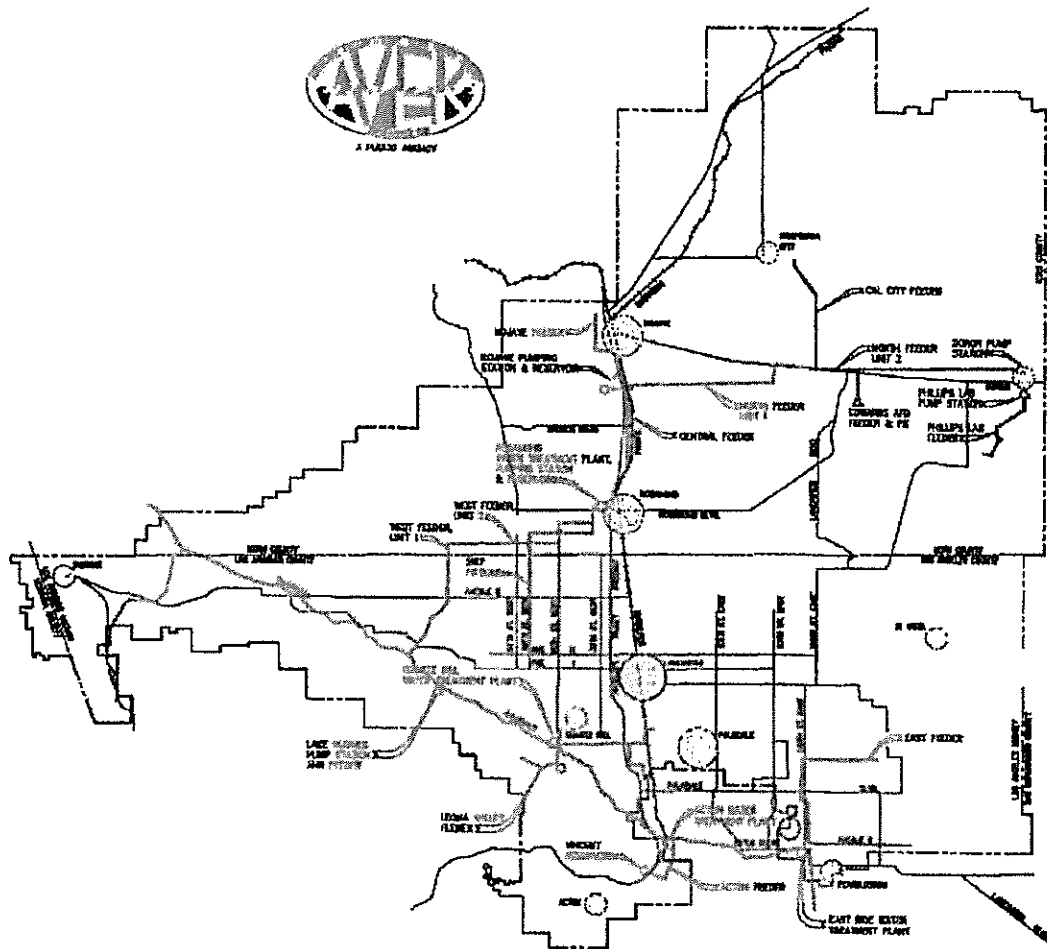
Eastside WTP (10 mgd to 25 mgd)  
QHWTP (Phase II – second 9 MG reservoir)  
Acton WTP (4 mgd to 8 mgd)  
Rosamond WTP (4 mgd to 8 mgd)  
Westside Water Treatment Plant #1 (15 mgd)  
Westside Water Treatment Plant #2 (3 mgd)  
East Feeder/South Feeder – Interconnect Pipeline  
East Feeder/South Feeder – Interconnect Pump Station  
Mojave Pump Station Addition  
QHWTP/Westside WTP #1 – Interconnect Pipeline  
QHWTP/Westside WTP #2 – Interconnect Pump Station  
Westside WTP I Feeder Pipeline  
West WTP I Feeder Pump Station  
East Feeder Parallel Pipeline  
Lake Hughes Feeder Parallel Pipeline  
Lake Hughes Feeder Pump Station  
Leona Valley Feeder Parallel Pipeline  
Leona Valley Feeder Pump Station  
QHWTP/RWTP Intercon. Pipeline  
QHWTP/RWTP Intercon. Pump Station  
Area Raw Water Turnouts, Pipelines and Basin Inlets  
North Feeder Pump Station

#### **Abbreviation Legend"**

QH = Quartz Hill, R = Rosamond, WTP = Water Treatment Plant

## Appendix E

- AVEK BOUNDARY LOCATION MAP





## Appendix F

- MAP OF SWP
- WATER DELIVERIES TO AVEK

1. The first part of the document is a title page. It contains the title of the report, the author's name, and the date of the report. The title is "The Effect of the New Tax Law on the Investment Industry". The author is "John Doe". The date is "January 1, 1980".

2. The second part of the document is an executive summary. It provides a brief overview of the findings of the report. It states that the new tax law has had a significant impact on the investment industry, particularly in the area of capital gains. It also mentions that the report will discuss the implications of these findings for investors and the industry as a whole.

3. The third part of the document is the main body of the report. It is divided into several sections. The first section is an introduction. It discusses the background of the new tax law and the reasons for conducting the study. The second section is a literature review. It discusses the existing research on the effects of tax law on the investment industry. The third section is a methodology section. It describes the methods used to collect and analyze the data. The fourth section is a results section. It presents the findings of the study. The fifth section is a discussion section. It discusses the implications of the findings and provides recommendations for investors and the industry.

4. The fourth part of the document is a conclusion. It summarizes the main findings of the report and provides a final recommendation. It states that the new tax law has had a significant impact on the investment industry, and that investors should be aware of these changes when making investment decisions.

5. The fifth part of the document is a list of references. It lists the sources of information used in the report, including books, articles, and government documents.

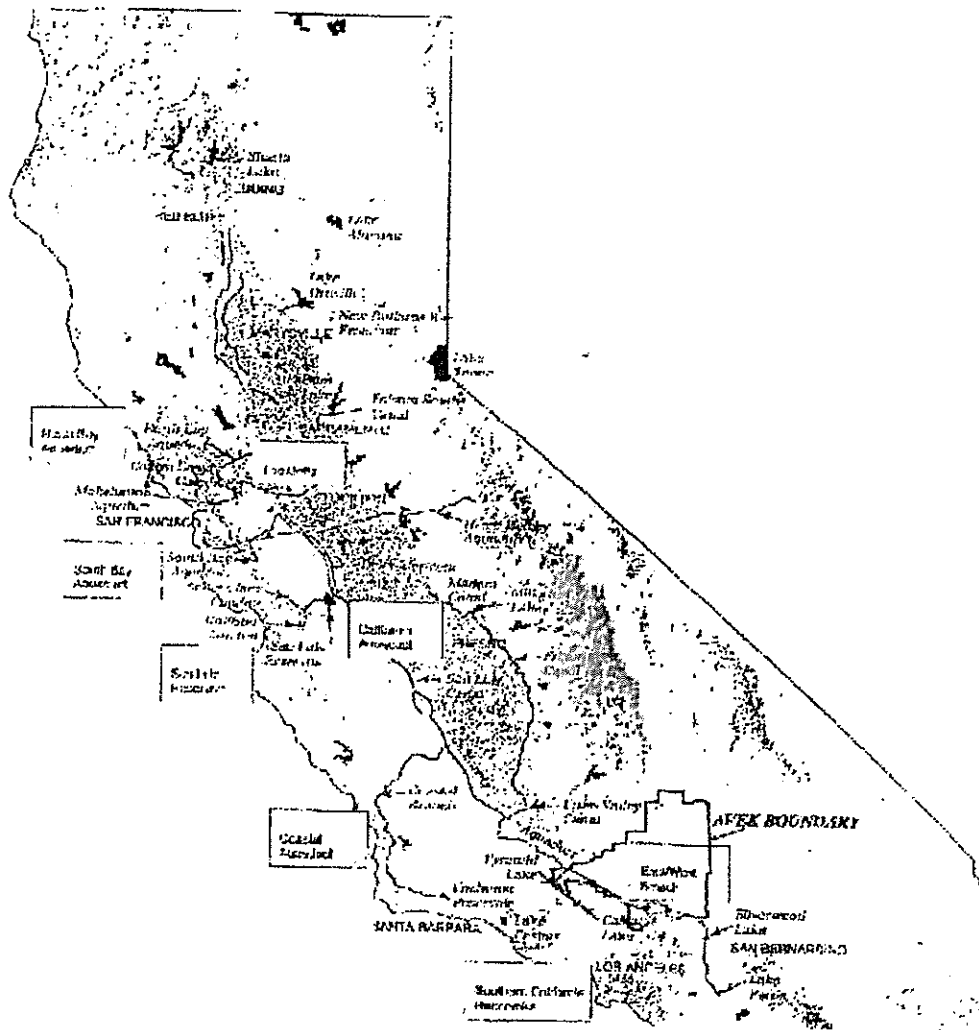
6. The sixth part of the document is an appendix. It contains additional information that is not included in the main body of the report, such as raw data and detailed calculations.

7. The seventh part of the document is a glossary. It defines the key terms used in the report, such as "capital gains" and "investment industry".

8. The eighth part of the document is a list of figures and tables. It provides a brief description of each figure and table, and indicates where they can be found in the report.

9. The ninth part of the document is a list of footnotes. It provides additional information about the sources of information used in the report, and clarifies any points that may be unclear from the main text.

10. The tenth part of the document is a list of appendices. It provides a brief description of each appendix, and indicates where it can be found in the report.



AVEK's Historical SWP Deliveries

Year	Ac-Ft
1962	0
1963	0
1964	0
1965	0
1966	0
1967	0
1968	0
1969	0
1970	0
1971	0
1972	53
1973	20
1974	1,259
1975	8,068
1976	27,782
1977	11,202
1978	33,137
1979	60,493
1980	72,407
1981	79,375
1982	50,291
1983	32,961
1984	32,662
1985	37,064
1986	32,449
1987	33,875
1988	34,079
1989	45,191
1990	47,206
1991	7,568
1992	28,041
1993	41,452
1994	47,663
1995	47,286
1996	56,356
1997	61,752
1998	52,926
1999	69,073
2000	84,016
2001	63,508
2002	59,888
2003	61,162
2004	61,252
2005	60,401
2006	81,485
2007	80,384
2008	49,821
2009	47,018
2010	59,674

## Appendix G

- AVEK TREATED M&I CUSTOMER LIST / UWMP CONTACTED AGENCIES LIST

**AVEK Treated M&I Customer List:**

City of California City  
21000 Hacienda Blvd.  
California City, CA 93505

Billiton Exploration U.S.A.  
PO Box 576  
Room 4156  
Houston, TX 77001-0576

Boron CSD  
PO Box 1060  
Boron, CA 93596

Desert Lake CSD  
PO Box 567  
Boron, CA 93596

Desert Sage Apartments  
1101 Salisbury  
La Canada, Ca. 91011

Edgemont Acres MWC  
PO Box 966  
North Edwards, CA 93523-0966

Edwards AFB (Main Base)  
95 CEG/CERF – Main Base Water Delivery  
225 N. Rosamond Blvd, Building 3500  
Edwards AFB, CA 93524

Edwards AFB (Phillips Lab)  
95 CEG/CERF – Propulsion Lab Water  
225 N. Rosamond Blvd, Building 3500  
Edwards AFB, CA 93524

FPL Energy  
41100 Highway 395  
Boron, CA 93516

Mojave Public Utility District  
15844 K Street  
Mojave, CA 93501

Rosamond CSD  
3179 35th Street West  
Rosamond, CA 93560

Rio Tinto Minerals/US Borax  
14486 Borax Rd  
Boron, CA 93516

Antelope Valley Country Club  
39800 Country Club Dr  
Palmdale, CA 93551

California Water Service Co  
Antelope Valley District  
5015 West Avenue L-14  
Quartz Hill, CA 93536

El Dorado MWC  
PO Box 900519  
Palmdale, CA 93590

Landale MWC (Operated by California Water Service Co)  
PO Box 5808  
Lancaster, CA 93539

Palmdale Water District  
2029 East Avenue Q  
Palmdale, CA 93550

Palm Ranch Irrigation District  
4871 West Avenue M (Columbia Way)  
Quartz Hill, CA 93536

Quartz Hill Water District  
PO Box 3218  
Quartz Hill, CA 93586

Shadow Acres MWC  
PO Box 900669  
Palmdale, CA 93590

Sunnyside Farms MWC  
PO Box 901025  
Palmdale, CA 93590

Westside Park MWC  
40317 11th Street West  
Palmdale, CA 93551-3024

White Fence Farms MWC  
41901 20th Street West  
Palmdale, CA 93551

White Fence Farms MWC #3  
2606 West Avenue N-8  
Palmdale, CA 93551

Los Angeles County Waterworks Districts  
PO Box 7508  
Alhambra, CA 91802-7508

## **Appendix H**

- **ASSUMPTIONS FOR POPULATION GROWTH PROJECTIONS**
- **DWR SPREADSHEET ContractorDRR\_2009\_rev080510.XLSX PRESENTING STATE WATER SUPPLY FORECAST FOR AVEK**



The population growth projections encompass water purveyors located in areas currently served by AVEK primarily around the Antelope Valley and portions of eastern Kern County. This includes the City of Lancaster, portions of the City of Palmdale, various communities in Kern County, and two unincorporated areas in Los Angeles County. Communities in Kern County include the cities of Mojave, Boron, Edwards, and Rosamond, and the Edwards Air Force Base. Unincorporated communities in Los Angeles County include Acton and Lake LA area.

The base population shown in this report is taken from years 1990 and 2000 census data provided by California Department of Finance (DoF). Documentation can be retrieved at the following web link - <http://www.dof.ca.gov/HTML/DEMOGRAP/CALHIST2a.XLS>.

**Lancaster:**

Population growth projections were based on the average growth rate of Palmdale from 2000 to 2020 as reported by Southern California Association of Government (SCAG) Documentation can be retrieved at their website - <http://www.scag.ca.gov/forecast/downloads/2004GF.xls> and from the Economic Roundtable Report produced by the Greater Antelope Valley Economic Alliance.

**Palmdale:**

Population growth projection provided by SCAG. Documentation can be retrieved at their website - <http://www.scag.ca.gov/forecast/downloads/2004GF.xls> and from the Economic Roundtable Report produced by the Greater Antelope Valley Economic Alliance. Since AVEK boundaries encompasses approximately 50% of the City of Palmdale, only 50% of the projected population have been included in the tables and figures of this report.

**Kern County:**

Data for population growth projections are also provided by the DoF. Documentation for the projections can be retrieved at their website at - [www.dof.ca.gov/HTML/DEMOGRAP/DRU\\_Publications/Projections/P3/KERN.XLS](http://www.dof.ca.gov/HTML/DEMOGRAP/DRU_Publications/Projections/P3/KERN.XLS). The DoF projections did not separate the cities mentioned above with the remaining cities in Kern County. Therefore, population growth data was extrapolated using year 2000 census data of the areas served by AVEK and the projected kern county growth rates from this DoF document. The population from this area accounts for approximately 11%-15% of the total population served by AVEK.

**Los Angeles County:**

Data for population growth projections are provided by the Economic Roundtable Report produced by the Greater Antelope Valley Economic Alliance. The projections did not separate the areas served by AVEK with the remaining unincorporated cities in Los Angeles County. Therefore, population growth data was extrapolated using year 2000 census data and the projected growth rate of 'Unincorporated LA County' as provided in the Economic Roundtable Report. The population from this area accounts for approximately 6%-7% of the total population base served by AVEK.

SWP Table A Deliveries (for 2009 Study)					Probability Curve 2009			
Year	Delivery w/o Article 56 Carryover (a.f)	Article 56 Carryover (a.f)	Total Table A Delivery (a.f)	Percent of SWP Maximum Delivery (Table A)	Year	SWP Total Table A Delivery (a.f)	Exceedence Frequency (%)	2009
1922	52.0	0.0	52.0	17%	1939	140.6	0%	99%
1923	72.8	52.0	124.8	89%	1998	128.6	1%	92%
1924	24.5	11.6	36.1	29%	1950	128.7	2%	91%
1925	57.2	0.8	58.0	41%	1938	127.6	4%	90%
1926	82.9	7.9	90.8	50%	1928	126.9	5%	90%
1927	54.2	7.4	61.6	44%	2000	126.8	6%	90%
1928	72.7	54.2	126.9	90%	2003	126.2	7%	89%
1929	37.1	10.1	47.2	33%	1923	124.9	9%	89%
1930	49.6	2.5	52.1	37%	1981	123.5	10%	87%
1931	39.9	5.0	44.9	32%	1971	123.4	11%	87%
1932	48.9	2.4	51.3	36%	1932	122.0	12%	86%
1933	49.7	2.1	51.8	37%	1996	121.6	14%	86%
1934	39.4	5.0	44.4	31%	1999	121.4	15%	86%
1935	55.8	2.7	58.5	41%	1958	121.4	16%	86%
1936	63.0	89.3	152.3	71%	1966	121.3	17%	86%
1937	67.7	28.1	95.8	64%	1857	121.1	19%	86%
1938	70.7	56.8	127.5	90%	1976	120.0	20%	85%
1939	69.8	70.7	140.6	99%	1964	119.1	21%	84%
1940	69.2	16.8	86.0	61%	1942	118.5	23%	84%
1941	62.0	18.1	80.0	57%	1957	118.0	23%	84%
1942	56.5	62.0	118.5	84%	1989	117.3	25%	83%
1943	56.2	53.3	109.5	77%	1979	117.2	26%	83%
1944	58.9	57.3	116.2	79%	1983	113.3	27%	79%
1945	52.9	6.9	59.8	42%	1975	112.2	28%	79%
1946	51.5	52.9	104.4	75%	1985	111.5	30%	79%
1947	65.2	42.7	107.9	76%	1944	111.1	32%	79%
1948	68.8	24.5	93.3	66%	1974	111.1	31%	79%
1949	71.9	9.5	81.4	58%	1943	109.5	33%	79%
1950	66.3	11.7	78.0	55%	1947	107.9	33%	77%
1951	54.5	4.1	58.6	41%	1846	106.4	36%	75%
1952	67.5	54.5	122.0	86%	1970	104.1	37%	74%
1953	61.2	67.5	128.7	91%	1962	102.6	38%	73%
1954	70.3	30.9	101.2	72%	1936	102.2	40%	73%
1955	82.9	9.7	92.6	51%	1954	101.2	41%	72%
1956	61.9	3.9	65.8	47%	1994	98.5	42%	70%
1957	59.2	61.9	121.1	85%	1984	96.4	43%	64%
1958	70.7	8.2	78.9	54%	1980	94.6	44%	67%
1959	60.1	61.2	121.4	86%	1986	93.9	46%	66%
1960	16.9	8.3	25.2	18%	1948	93.3	47%	66%
1961	54.7	9.3	64.0	46%	1969	91.9	48%	65%
1962	67.8	34.8	102.6	73%	1937	90.8	49%	64%
1963	51.6	9.4	61.0	43%	1940	84.0	51%	61%
1964	67.3	51.6	118.9	84%	1987	83.3	52%	59%
1965	52.7	20.7	73.4	52%	1949	82.4	53%	58%
1966	56.5	52.7	109.2	86%	1972	82.4	54%	58%
1967	36.4	18.9	55.3	40%	1941	80.0	56%	57%
1968	65.0	58.4	123.4	86%	1958	78.9	57%	56%
1969	70.7	21.2	91.9	65%	1950	78.0	58%	56%
1970	54.5	49.6	104.1	74%	1967	77.8	59%	56%
1971	68.8	54.5	123.4	87%	1967	75.3	60%	53%
1972	77.9	9.5	87.4	58%	1990	75.2	61%	53%
1973	49.6	10.1	59.7	42%	1965	73.4	63%	52%
1974	61.5	49.6	111.1	79%	1985	73.0	64%	52%
1975	50.7	61.5	112.2	79%	1935	72.8	65%	51%
1976	69.3	50.7	120.0	85%	1926	70.8	67%	50%
1977	7.4	9.6	17.0	12%	1961	67.9	68%	48%
1978	62.6	0.5	63.2	45%	1956	65.8	69%	47%
1979	54.9	62.6	117.2	83%	1990	65.4	70%	46%
1980	64.6	20.0	84.6	67%	1978	63.2	72%	45%
1981	60.5	63.0	123.5	87%	1927	61.6	73%	44%
1982	70.7	7.1	77.8	55%	1963	61.0	74%	43%
1983	70.7	41.8	112.3	79%	1945	58.8	75%	42%
1984	54.7	41.7	96.4	68%	1973	58.6	77%	42%
1985	56.8	54.7	111.5	79%	1951	58.6	78%	41%
1986	61.4	32.5	93.9	68%	1953	50.5	79%	41%
1987	48.8	34.5	83.3	59%	1925	50.4	80%	41%
1988	28.3	4.6	32.9	23%	1925	50.0	81%	41%
1989	49.2	2.0	51.2	36%	2002	55.7	83%	39%
1990	77.4	38.0	115.4	89%	2001	53.7	84%	38%
1991	35.7	1.7	37.3	26%	1930	52.1	85%	37%
1992	34.2	2.4	36.5	25%	1922	52.0	86%	37%
1993	56.2	2.2	58.5	41%	1933	51.8	88%	37%
1994	57.9	40.7	98.5	79%	1932	51.3	89%	36%
1995	65.0	8.0	73.0	52%	1929	51.2	90%	36%
1996	56.6	66.0	122.6	89%	1929	47.2	91%	33%
1997	61.4	56.6	118.0	89%	1931	44.9	93%	32%
1998	68.2	61.4	129.6	91%	1934	44.4	94%	31%
1999	71.4	53.4	124.8	90%	1991	37.3	95%	26%
2000	43.6	10.2	53.7	38%	1992	36.5	96%	26%
2001	51.6	3.0	54.7	39%	1924	36.1	98%	26%
2002	73.5	52.6	126.2	89%	1988	32.5	99%	23%
2003					1977	17.0	100%	12%
Average	57.8	29.5	87.3	62%				
Maximum	73.5	70.7	144.6	99%				
Minimum	7.4	0.0	17.0	12%				

SWP Table A Deliveries for 2025 Study					Probability Curve			
Year	Delivery via Article 36 Carryover (mb)	Article 36 Carryover (mb)	Total Table A Delivery (mb)	Percent of Maximum Table A (141.4 mb)	Year	SWP Total Table A Delivery (mb)	Exceedence Frequency (%)	Percent of Maximum Table A (141.4 mb)
1922	90.6	0.0	90.6	64%	1983	141.4	0%	100%
1923	86.9	0.0	86.9	61%	1989	141.4	1%	100%
1924	28.3	0.0	28.3	20%	1988	141.4	2%	100%
1925	58.8	0.0	58.8	42%	1982	135.0	4%	96%
1926	73.1	0.0	73.1	52%	1984	130.3	5%	92%
1927	101.7	0.0	101.7	72%	1995	119.8	6%	85%
1928	90.7	0.0	90.7	64%	1980	117.9	7%	83%
1929	46.8	0.0	46.8	33%	1988	116.7	9%	82%
1930	58.5	0.0	58.5	41%	1956	115.8	10%	81%
1931	41.8	0.0	41.8	30%	1952	115.8	11%	81%
1932	54.5	0.0	54.5	39%	1957	115.1	12%	81%
1933	54.7	0.0	54.7	39%	1977	114.3	14%	81%
1934	45.1	0.0	45.1	32%	1977	114.3	15%	81%
1935	92.6	0.0	92.6	66%	1986	111.2	16%	79%
1936	92.7	0.0	92.7	66%	1978	110.0	17%	78%
1937	114.3	0.0	114.3	81%	1984	109.0	18%	77%
1938	141.4	0.0	141.4	100%	1941	105.8	20%	75%
1939	63.3	0.0	63.3	45%	1949	105.6	21%	75%
1940	89.7	0.0	89.7	63%	1974	104.8	22%	74%
1941	105.8	0.0	105.8	75%	1943	104.6	23%	74%
1942	90.2	0.0	90.2	64%	1951	104.5	25%	74%
1943	104.6	0.0	104.6	74%	1977	101.7	26%	72%
1944	70.8	0.0	70.8	50%	1999	100.8	27%	71%
1945	105.6	0.0	105.6	75%	1975	98.0	28%	69%
1946	83.8	0.0	83.8	59%	1970	97.4	30%	69%
1947	80.5	0.0	80.5	57%	1979	97.3	31%	69%
1948	82.5	0.0	82.5	58%	1985	95.6	32%	68%
1949	79.3	0.0	79.3	56%	1965	95.1	33%	67%
1950	83.9	0.0	83.9	59%	2002	94.7	35%	67%
1951	104.5	0.0	104.5	74%	1962	93.8	36%	66%
1952	115.8	0.0	115.8	82%	1935	93.6	37%	66%
1953	81.2	0.0	81.2	57%	1973	93.6	38%	66%
1954	82.2	0.0	82.2	58%	1993	93.1	40%	66%
1955	90.6	0.0	90.6	64%	1995	91.9	41%	65%
1956	115.8	0.0	115.8	82%	1936	91.7	42%	65%
1957	75.9	0.0	75.9	54%	2000	91.0	43%	65%
1958	130.3	0.0	130.3	92%	1964	90.9	44%	64%
1959	68.7	0.0	68.7	49%	1928	90.7	46%	64%
1960	66.3	0.0	66.3	47%	1922	90.6	47%	64%
1961	74.3	0.0	74.3	53%	1942	90.2	48%	64%
1962	93.8	0.0	93.8	67%	1940	86.7	49%	63%
1963	81.7	0.0	81.7	58%	1976	87.9	51%	62%
1964	90.9	0.0	90.9	64%	1966	87.5	52%	62%
1965	95.1	0.0	95.1	67%	1923	86.9	53%	61%
1966	87.5	0.0	87.5	62%	2003	86.6	54%	61%
1967	115.1	0.0	115.1	81%	1950	83.9	55%	59%
1968	78.3	0.0	78.3	55%	1989	83.8	57%	59%
1969	141.4	0.0	141.4	100%	1946	83.8	58%	59%
1970	97.4	0.0	97.4	69%	1971	82.9	59%	59%
1971	82.9	0.0	82.9	59%	1948	82.5	60%	58%
1972	81.3	0.0	81.3	57%	1954	82.2	62%	58%
1973	93.6	0.0	93.6	66%	1963	81.7	63%	58%
1974	104.8	0.0	104.8	74%	1972	81.3	64%	57%
1975	98.0	0.0	98.0	69%	1981	81.2	65%	57%
1976	87.9	0.0	87.9	62%	1994	81.2	67%	57%
1977	13.5	0.0	13.5	10%	1953	81.2	68%	57%
1978	110.0	0.0	110.0	78%	1947	80.5	69%	57%
1979	97.3	0.0	97.3	69%	1949	79.3	70%	56%
1980	117.9	0.0	117.9	83%	1968	78.3	72%	55%
1981	81.2	0.0	81.2	57%	1957	75.9	73%	54%
1982	135.0	0.0	135.0	95%	1961	74.3	74%	53%
1983	141.4	0.0	141.4	100%	1926	73.1	75%	52%
1984	109.0	0.0	109.0	77%	1944	70.8	77%	50%
1985	95.6	0.0	95.6	68%	1959	68.7	78%	49%
1986	111.2	0.0	111.2	79%	1960	66.3	79%	47%
1987	37.0	0.0	37.0	26%	1939	63.3	80%	45%
1988	41.9	0.0	41.9	30%	1955	60.6	81%	43%
1989	81.0	0.0	81.0	57%	1925	58.8	83%	42%
1990	27.5	0.0	27.5	19%	1930	58.5	84%	41%
1991	39.8	0.0	39.8	28%	1933	54.7	85%	39%
1992	34.1	0.0	34.1	24%	1932	54.5	86%	39%
1993	93.1	0.0	93.1	66%	1929	46.8	88%	33%
1994	81.2	0.0	81.2	57%	1934	45.1	89%	32%
1995	119.8	0.0	119.8	85%	2001	42.8	90%	30%
1996	92.9	0.0	92.9	66%	1988	41.9	91%	30%
1997	114.3	0.0	114.3	81%	1931	41.8	99%	30%
1998	116.7	0.0	116.7	83%	1991	35.8	94%	28%
1999	100.8	0.0	100.8	71%	1987	37.0	95%	26%
2000	92.0	0.0	92.0	65%	1992	34.1	96%	24%
2001	42.8	0.0	42.8	30%	1924	28.3	98%	20%
2002	94.7	0.0	94.7	67%	1990	27.5	99%	19%
2003	86.6	0.0	86.6	61%	1977	13.5	100%	10%
Average	85.7	0.0	85.7	61%		85.7		61%
Maximum	141.4	0.0	141.4	100%		141.4		100%
Minimum	13.5	0.0	13.5	10%		13.5		10%

## **Appendix I**

- **EXCERPT FROM LOS ANGELES COUNTY WATERWORKS DISTRICT RECYCLED WATER SUPPLY ASSESSMENT**
- **SANITARY SURVEY UPDATE REPORT 2001**
- **WATER QUALITY WEBSITE INFORMATION**

## **2.3 Recycled Water Supplies**

Another source of water that is available to the Antelope Valley but is not yet being utilized by the Study Area is recycled water. District No. 40 is currently leading an effort to develop a Recycled Water Facilities Plan for the Antelope Valley. This Facilities Plan recommends a backbone recycled water system to serve the Study Area.

### **2.3.1 Source Characteristics**

Lancaster Water Reclamation Plant (LWRP), Palmdale Water Reclamation Plant (PWRP) and Rosamond Wastewater Treatment Plant (RWWTP) are three wastewater treatment plants in the Study Area. These three plants primarily provide secondary treated effluent. Currently, the only recycled water in the Study Area that is treated to a tertiary level is a small percentage of the wastewater at the LWRP through additional onsite facilities known as the Antelope Valley Tertiary Treatment Plant (AVTTP). Effluent management is challenging in Antelope Valley because the area is a closed basin with no river or other outlet to the Pacific Ocean. Effluent management options are restricted to methods such as reuse, evaporation, and percolation. LWRP, PWRP and RWWTP will all provide tertiary treated effluent with future upgrades. A description of each of the three treatment plants that may provide recycled water to the Study Area is provided below.

#### **2.3.1.1 Lancaster Water Reclamation Plant (LWRP)**

The LWRP, built in 1959 and located north of the City of Lancaster, is owned, operated, and maintained by the Los Angeles County Sanitation District No. 14 (District No. 14). LWRP, which has a permitted capacity of 16.0 mgd, treated an average flow of 13.3 mgd in 2004 to secondary

standards for use agricultural irrigation, wildlife habitat, and recreation. Additionally, 0.6 mgd is currently treated to tertiary standards and used for landscape irrigation at the Apollo Lakes Regional County Park.

District No. 14 plans to upgrade the existing LWRP for a total capacity of 21 mgd by 2008 with a proposed future upgrade to 26 mgd by 2014. Tertiary treated effluent from the upgraded LWRP will be available for municipal reuse in addition to the existing uses.

#### **2.3.1.2 Palmdale Water Reclamation Plant (PWRP)**

PWRP, built in 1953 and located on two sites adjacent to the City of Palmdale, is owned, operated, and maintained by the Los Angeles County Sanitation District No. 20 (District No. 20). PWRP, which has a permitted capacity of 15.0 mgd, treated an average flow of 9.4 mgd in 2004 to secondary standards for land application or agricultural irrigation.

A recent revision to the Waste Discharge Requirements due to concerns of nitrates in the groundwater, requires District No. 20 to eliminate their existing practice of land application and agricultural irrigation above agronomic rates of treated effluent by October 15, 2008. By November 15, 2009, District No. 20 is required to prevent the discharge of nitrogenous compounds to the groundwater at levels that create a condition of pollution or violate the water quality objectives identified in the 1994 Water Quality Control Plan for the Lahontan Region (1994 Basin Plan). In response, the treatment capacity of the PWRP will be increased to 22.4 mgd and tertiary treatment added. Tertiary treated water is anticipated to be fully used for municipal purposes.

### **2.3.1.3 Rosamond Wastewater Treatment Plant (RWWTP)**

RWWTP, located in the City of Rosamond, is owned, operated, and maintained by the RCSD. RWWTP, which has a permitted capacity of 1.3 mgd, treated an average flow of 1.1 mgd to undisinfected secondary standards for landscape irrigation on-site.

RCSD plans to increase the capacity to 1.8 mgd in 2010 through the addition of 0.5 mgd tertiary treatment facility. The tertiary treatment facility will then be upgraded to 1.0 mgd in 2018.

Design for the proposed treatment plant improvements is complete and has been approved by the State of California. Construction is currently delayed due to lack of funding. Once constructed, the plant would provide tertiary treated recycled water for landscape irrigation at median strips, parks, schools, senior complexes and new home developments.

### **2.3.2 Availability of Supply**

For the purpose of this study, wastewater flow projections are being used to define the amount of recycled water available to the Study Area. These projections were determined from the Draft Facilities Plan and are for tertiary treated water only. They also consider recycled water that has already been contracted out to users outside of the Study Area. Table 2-7 provides a summary of the recycled water flow projections for the Study Area through 2030. The flow projections for LWRP and FWRP in 2005 include secondary treated effluent because the tertiary treatment plant upgrades are not yet constructed.

**TABLE 2-7  
RECYCLED WATER AVAILABILITY TO STUDY AREA 2005 -- 2030**

	2005	2010	2015	2020	2025	2030
LWRP <sup>(a)</sup> (mgd)	12	14.8	19	23	27.1	31.2
PWRP <sup>(b)</sup> (mgd)	10.0	13.2	16.4	19.5	22.4	25.5
RWWTP <sup>(c)</sup> (mgd)	0	0.5	1.0	1.0	1.0	1.0
Study Area (mgd)	22.0	28.5	36.4	43.5	50.5	57.7
Study Area (AFY)	24,700	32,000	40,800	48,800	58,700	64,800

**Notes:**

- (a) Obtained from the Lancaster Water Reclamation Plant 2020 Facilities Plan, prepared by the Sanitation Districts of Los Angeles County, May 2004, less the 3.03 mgd already committed to contract.
- (b) Obtained from the Draft Palmdale Water Reclamation Plant 2025 Facilities Plan and Environmental Impact Report, prepared by the Sanitation Districts of Los Angeles County, April 2005.
- (c) Obtained from documentation and phone calls provided by RCSD in May 2005 and a RCSD fax received in August 2005.

Although Table 2-7 provides the volumes of recycled water available, actual use of recycled water is limited to demand. Table 2-8 provides the projections of recycled water demand for the Study Area assuming 100 percent delivery of Table A and existing groundwater pumping rates. The projections are based on a recycled water market assessment and are generally for agricultural irrigation, landscape irrigation, and wildlife habitat. Due to delays in funding, RCSD has yet to determine their recycled water demand or identify any recycled water users. Thus, for purposes of this report, a conservative estimate of zero demand was assumed. District No. 40 recycled water demands were determined from the addition of the City of Lancaster and City of Palmdale demands from the Facilities Plan. Use of recycled water would be encouraged through the use of financial incentives (i.e., recycled water would be available at a lower cost than the existing potable water supply).

**TABLE 2-8  
PROJECTED FUTURE USE OF RECYCLED WATER IN THE STUDY AREA (AFY)**

	2010	2015	2020	2025	2030
District No. 40	2,720	5,440	8,160	10,880	13,600
Percent of Total Supply	2	4	6	8	10
Rosemond CSD	0	0	0	0	0
Percent of Total Supply	0	0	0	0	0
Quartz Hill WD	0	0	0	0	0
Percent of Total Supply	0	0	0	0	0
Study Area	2,720	5,440	8,160	10,880	13,600
Percent of Total Supply	2	4	6	7	8

### 2.3.3 Water Quality

The current and projected water quality of the treated wastewater at LWRP, PWRP and RWWTP that will be used for recycled water purposes is expected to meet tertiary treated standards as defined in California Water Code Title 22 regulations. Furthermore, the use of recycled water would allow for more potable water to be available with the same water quality as

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# 1

## Introduction and Background

### 1.1 PURPOSE OF THE WATERSHED SANITARY SURVEY UPDATE

The California Department of Health Services (DHS), under California Surface Water Treatment regulations, requires that all water purveyors perform a sanitary survey of their water source watersheds and update it every 5 years. These regulations implement the federal Surface Water Treatment Rule (SWTR), which became effective on 31 December 1990.

The purpose of a watershed sanitary survey is to:

- Describe control and management practices,
- Describe potential contaminant sources or activities (PCSs) and their effect on drinking water source quality,
- Determine if appropriate treatment is provided, and
- Identify actions and recommendations to improve or control contaminant sources.

### 1.2 HISTORY OF THE SWP SANITARY SURVEY UPDATE 2001

After completion of the initial State Water Project (SWP) *Sanitary Survey* in 1990, a SWP Sanitary Survey Action Committee (SSAC) was formed. It consisted of staff from the California Department of Water Resources (DWR) and DHS's Drinking Water Program, representatives of the State Water Contractors and consultants. The SSAC's role was to follow up on the report's recommendations. The SSAC's work resulted in the State Water Project Action Plan. This action committee has continued to meet over the years, and although individual membership has changed, the SSAC makeup has remained the same.

The SSAC has taken on the task of providing guidance for the 5-year updates of the *Sanitary Survey*. The *Sanitary Survey Update Report 1996* focused on changes in SWP watersheds and water quality since 1990. The update also provided information from site visits to watersheds—Del Valle, San Luis, Pyramid, Castaic, Silverwood, Perris, Barker Slough/North Bay Aqueduct watershed, and the open channel section of Coastal Aqueduct. An emphasis was placed on the occurrence of coliforms and the pathogens *Giardia* and *cryptosporidium*. The *Update 1996*, completed in May 1996, included the results of an extensive

database search on toxic sites within SWP watersheds.

### 1.3 COORDINATION WITH STAKEHOLDERS

Preparation for the *Sanitary Survey Update Report 2001* began July 1999 with SSAC meetings to discuss and develop a work plan and scope of work. The SSAC approved a draft work plan and schedule in September 1999 and adopted the final work plan in December 1999.

In May 2000, SSAC members with specific expertise and/or access volunteered to work as a subgroup to expedite the information retrieval, evaluation, and feedback process for the 2001 update. Those seven members represented DHS, SWP contractors, Metropolitan Water District of Southern California (MWDSC), Santa Clara Valley Water District (SCVWD), DWR's Operations and Maintenance Division (O&M), and the California Urban Water Agencies (CUWA).

Following work plan development, DWR's Municipal Water Quality Investigations (MWQI) management and staff, DHS staff, and the SSAC established agreements to help assure adequate progress, the obtainment of necessary information, and feedback on document content quality.

In conjunction with the agreements, this group—SSAC subgroup, MWQI and DHS staff—held frequent and focused meetings and conference calls

to track progress, discuss schedule and resource issues, and prioritize tasks.

DHS granted a schedule extension, which was requested because of staffing resource issues and difficulty in obtaining available information. The original delivery date of January 2001 for the final review draft was eventually changed to 4 May 2001. Because of time constraints, not all chapters were reviewed by the SSAC prior to the release of the final review draft. The SSAC, DHS, and DWR staff conducted a thorough review of the final review draft chapters and after a review of the comments, the document was edited to achieve technical accuracy and consistent formatting.

#### 1.4 2001 SANITARY SURVEY ASSESSMENT APPROACH

*Sanitary Survey Update Report 2001* offers detailed evaluations of study areas and issues that were selected based on actions and recommendations from previous reports and concerns stemming from new data and information. Findings and recommendations in *Update 1996* led to extensive studies of the Barker Slough watershed and pathogens in source waters. Each of these follow-up activities is covered in detail in its own chapter.

The SSAC work plan specified that *Sanitary Survey Update 2001* would rely on existing data and information from DWR, MWDSC, and other agencies and would require extensive coordination and cooperation to obtain relevant information from several federal, State, and local sources.

During work plan development, it was agreed to provide information in *Sanitary Survey Update 2001* to make it useful for SWP utilities in complying with the California Drinking Water Source Assessment and Protection (DWSAP) Program. The relationship of the *Sanitary Survey Update 2001* to the DWSAP Program is discussed in section 1.8. *Sanitary Survey Update 2001* is not required by the DWSAP Program but much of its PCS information is readily available for incorporation into a source water assessment as required by the DWSAP Program.

A key task in the work plan was the preparation of a sanitary survey questionnaire and its distribution to SWP contractors. This approach was also used for the *Sanitary Survey Update 1996*. The questionnaire was used to obtain information in the most efficient and direct way possible on contaminant sources, available data, and major water quality issues. Of the 29 contractors, 12 responded to the questionnaire (several contractors were not using SWP water at the time).

#### 1.5 SCOPE OF WORK FOR EACH SWP WATERSHED

During the development process for *Sanitary Survey Update 2001*, DWR stated that new field reconnaissance surveys and additional monitoring studies would not be performed specifically for the update. The exception was a 4-year study of the Barker Slough watershed because *Sanitary Survey Update 1996* recommended an investigation.

The major *Sanitary Survey Update 2001* tasks performed for each watershed study include:

- Review and evaluation of the results from the questionnaire sent to SWP contractors,
- Personal communication with staff of various agencies and review of pertinent reports and data about major water quality issues,
- Delineation and mapping of each source watershed area.
- Evaluation of areas and contaminants of known or suspected concern, as directed by DHS and the SSAC,
  - Development of inventories of PCSs and activities in each area.
  - Determination of the susceptibility of the water supplies of each area to those contaminant sources and activities.
- Reports and summaries of the results; identification and rating of significant PCSs and development of recommended actions to reduce the susceptibility of water supplies to existing and future water quality problems.

#### 1.6 SELECTION AND EVALUATION OF POTENTIAL CONTAMINANT SOURCES

The general types of PCSs used in the *Sanitary Survey Update 2001* were developed with SSAC input and the *American Water Works Association Guidance Manual*. They are presented below.

- Recreation
- Wastewater treatment/facilities (includes treatment plant effluent discharges, storage, transport, treatment, disposal to land, and septic systems)
- Urban runoff
- Animal populations (includes grazing, dairies, and wild animal populations)
- Algal blooms
- Agricultural activities (includes agricultural cropland use, pesticide/herbicide use, and agricultural drainage)
- Mining
- Solid or hazardous waste disposal facilities
- Logging

- Unauthorized activity (includes illegal dumping, leaking underground tank)
- Traffic accidents/spills
- Groundwater discharges
- Seawater intrusion
- Geologic hazards (landslides, earthquakes, floods)
- Fires
- Land use changes

Different PCSs can require different approaches and types of data for evaluation. In general, susceptibility to PCSs in a given watershed was determined through the questionnaire and information and data obtained in response to the following criteria:

- Frequency of drinking water regulations (maximum contaminant levels) being actually or nearly exceeded at the water treatment plant intakes, reservoirs, and in the treated water, including complaints about taste and odor.
- Constituents of concern (COC) causing additional water treatment costs or affecting treatment operations (for example, TOC removal requirement).
- Proximity of PCS to source waters (for example, reservoirs, streams) and/or treatment plant intakes.
- Beach closures due to high bacteria counts or wastes or spills associated with certain PCSs (for example, water recreation, sewage spills, septic tank leaks).
- Available water quality data on receiving water downstream of PCS areas and upstream of the nearest water supply diversions. Comparison between these locations, including at the water supply intake.
  - The lack of data or the need to do a more thorough assessment of the susceptibility of the watershed to 1 or more PCSs.

## 1.7 REPORT ORGANIZATION

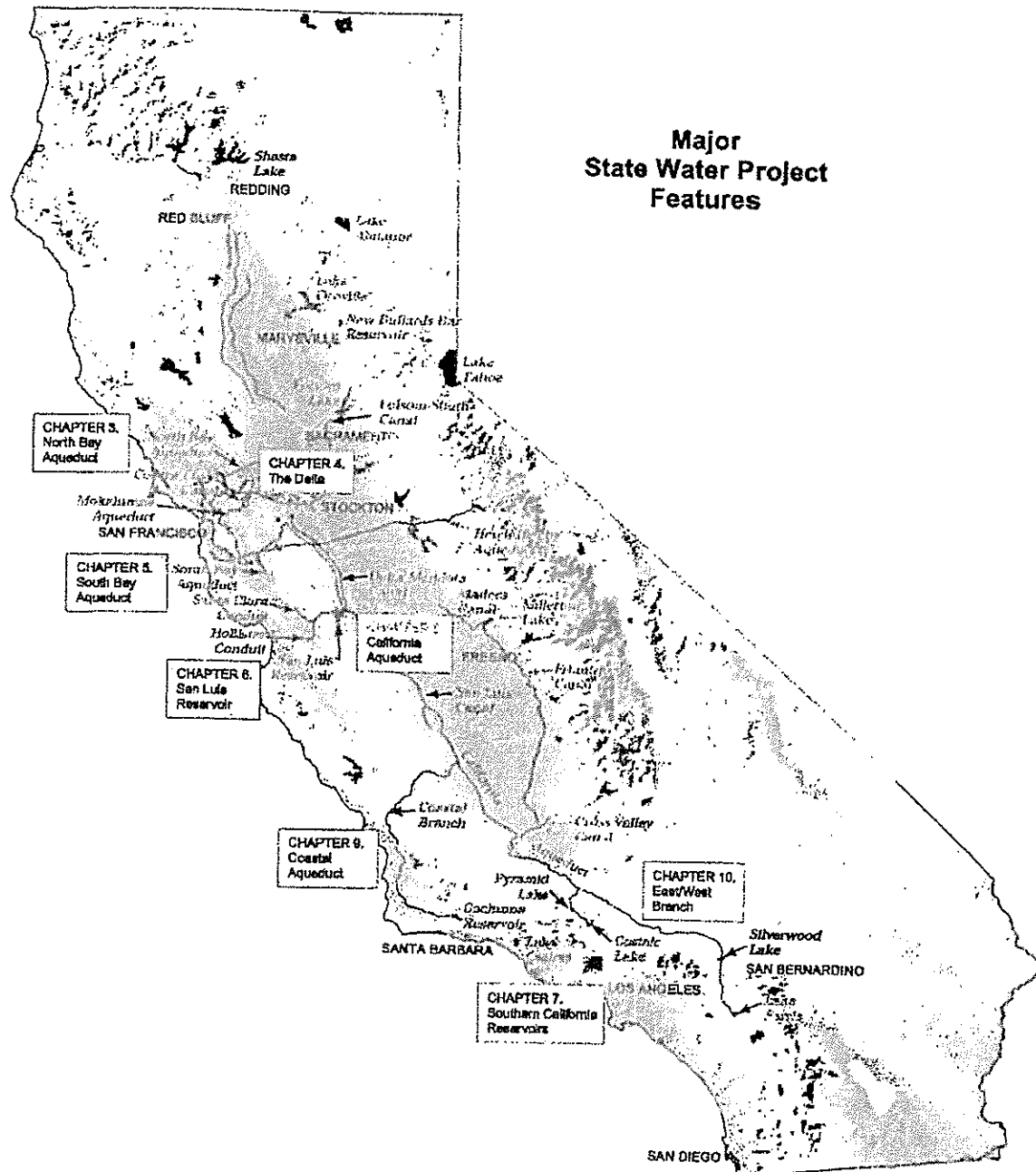
### 1.7.1 CHAPTER PRESENTATION

The *Sanitary Survey Update 2001* watershed chapters are organized by geographical areas, such as the 4 Southern California reservoirs, or by spatial connection, such as the 5 sections of the California Aqueduct. Figure 1-1 shows the approximate geographical location of the watersheds covered in the chapters and their corresponding sections of the SWP. The following SWP structures and their corresponding watersheds are covered in *Sanitary Survey Update 2001*:

- SWP reservoirs
  - Pyramid Lake
  - Castaic Lake
  - Silverwood Lake
  - Lake Perris
  - San Luis Reservoir
  - Lake Del Valle
- SWP aqueducts
  - North Bay Aqueduct (Barker Slough watershed)
  - South Bay Aqueduct
  - California Aqueduct sections:
    - H. O. Banks Pumping Plant to O'Neill Forebay/ Check 13
    - O'Neill Forebay
    - O'Neill Forebay to Avenal
    - Avenal to Kern River Intertie (Check 28)
    - Kern River Intertie to East/West Bifurcation (Check 41)
  - Coastal Branch
  - East Branch and West Branch
- Harvey O. Banks Delta Pumping Plant
  - The Sacramento San Joaquin Delta and watersheds of the Sacramento and San Joaquin rivers



**Figure 1-1 Sanitary Survey Chapters and Corresponding Watersheds**





At the beginning of each watershed section, a summary matrix shows the assessed threat a PCS poses for that particular watershed and water supply system. The matrix also shows the chapter section where the PCS is presented in detail. The chapter then presents the following information:

- Descriptions of land use, geology and soils, vegetation, and hydrology of each watershed area or descriptions of the SWP aqueduct branches for the water supply system site.
- Identification of PCSs for each area.
- Summary of water quality data.
- Discussion of the significance of the PCS(s) to each area.
- Watershed management practices.

Including this introductory chapter, 5 chapters do not focus on a particular watershed. Chapter 2 summarizes current laws and regulations for drinking water. Chapter 11 describes the SWP Emergency Action Plan and related information. Chapter 12 presents and discusses pathogen data, which DHS and the SSAC considered necessary to include in this report. Chapter 13 contains conclusions and recommendations for the PCSs and water quality issues presented in chapters 3 through 10.

### 1.7.2 SIGNIFICANCE MATRICES

Significance matrices provide a new approach for the SWP *Sanitary Survey* to give the reader a visual summary of the relative importance of PCSs in a watershed. Each watershed chapter begins with a matrix, which operates as a "road map" by providing a quick assessment of the most important PCSs and directing the reader to corresponding chapter sections. The matrices are not absolute ratings of importance. A chapter should be read completely to gain a full understanding of the potential threats to drinking water quality. Each PCS that threatens drinking water contamination of a water supply system was rated as follows:

- PCS is a highly significant threat to drinking water quality
- ◐ PCS is a medium threat to drinking water quality
- PCS is a potential threat, but available information is inadequate to rate the threat.
- PCS is a minor threat to drinking water quality

In each matrix, symbols represent ratings, and numbers stand for the chapter section in which the PCS is discussed. The ratings were based on data and information collected during research for *Sanitary Survey Update 2001*. Some data provided a clear connection between the PCS and its potential to contaminate drinking water. Some information was anecdotal and based on the collective knowledge and experience of the author investigating a source, as well as other SS Update authors and staff of the DWR Water Quality Assessment Branch. In some cases, where a PCS was a clear source of the contaminant but the linkage as a threat was unclear, the PCS was given a medium rating. Sometimes a PCS was a clear source of the contaminant, but evidence and data indicated the source was not a threat to drinking water. In these cases, the PCS received a minor threat rating, for example, pesticides in the Delta watersheds.

Chapter headings for PCSs initially were drawn from a master list approved by the SSAC work team in fall 1999. The list had to be varied and expanded because of the extreme variation in geographical areas and settings for each chapter.

### 1.7.3 DEVELOPMENT OF CONCLUSIONS AND RECOMMENDATIONS

Conclusions and recommendations in chapter 13 were developed at 5 workshops where SSAC and other staff reviewed and discussed authors' drafts and provided extensive input and revision. Detail of the process and content is provided in the introduction to chapter 13. It must be emphasized that chapter 13 is not a "stand-alone" chapter and that each chapter must be reviewed to obtain a complete picture of the status of a particular watershed. Only significant PCSs were included in chapter 13's conclusions and recommendations.

## 1.8 RELATIONSHIP WITH DHS'S DRINKING WATER SOURCE ASSESSMENT AND PROTECTION (DWSAP) PROGRAM

Under the 1996 reauthorization of the Safe Drinking Water Act (SDWA), all states must complete a source water assessment (SWA) for public water systems by 2003. A SWA document is prepared to determine the existence of PCSs, to determine the appropriate monitoring needed, to inform the public, and to assist in the development of watershed protection programs. The DWSAP Program presents a set of standardized procedures for conducting a SWA. The DHS allows watershed sanitary surveys, like the *Sanitary Survey Update Report 2001*, as alternative methods of determining a water source's vulnerability.



While its requirements are similar, *Sanitary Survey Update Report 2001* contains more information than a SWA. Because of the vast size of the SWP, many subwatersheds interconnect with it. The major tasks of developing this sanitary survey consisted of separate assessments for each of the subwatersheds selected for inclusion. The DWSAP Program assessment and vulnerability summary of sources that are part of the SWP may be based on the information contained in this *Sanitary Survey Update*.

DHS will use the *Sanitary Survey Update Report 2001* as the basis of the DWSAP Program's source water assessment for SWP facilities and for the preparation of vulnerability summaries for those facilities. DHS will work with contractors and water utilities to complete the SWAs. Water utilities then will be required to include information about the assessments and vulnerability summary language in their Consumer Confidence Reports (Walker pers. comm).

There are 6 information requirements that SWP contractors will be required to supply for their DWSAP Program assessments. Contractors will prepare their own DWSAP Program assessments for DHS, based on *Sanitary Survey Update 2001* information, to include the following:

- 1) Location of Supply Source.
- 2) Delineation of Source Areas and/or Protection Zones—Watershed will be designated as the source area/protection zone. This sanitary survey will provide the detailed information on the watershed, so each contractor's SWA can refer to the *2001 Sanitary Survey Update Report*.
- 3) Evaluation of Physical Barrier Effectiveness—DHS will provide standard language on this.
- 4) Inventory of Possible Contaminating Activities—This is identified in the *2001 Sanitary Survey Update Report*. Water contractors can refer to the update and provide limited description in DWSAP Program document.
- 5) Vulnerability Ranking—After review of raw water quality data provided by DWR and the water contractors, a consistent approach for each contractor to use in assessing vulnerability will be developed.
- 6) Assessment Map—*2001 Sanitary Survey Update Report* contains maps of watershed showing major land uses pipelines, any intakes, etc.

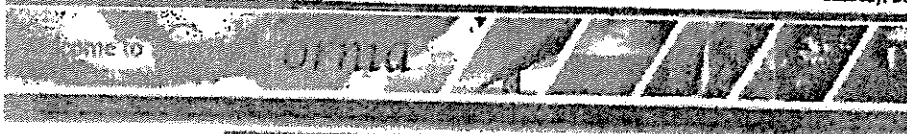
## Reference

### PERSONAL COMMUNICATION

Walker, Leah, Senior Engineer, Department of Health Services, Drinking Water Program. 1999. E-mail to Mike Zanoli, DWR. Nov 23.

California Home Governor Home Amber Alert

Saturday, Dec



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[News and Information](#)

[State Water Project](#)

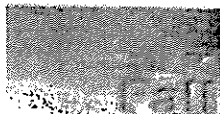
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Resources

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**Mission:**

To manage the water resources of California in cooperation with other agencies, to benefit the State's people, and to protect, restore, and enhance the natural and human environments.

1416 9th Street,  
Sacramento, CA 95814

Mailing Address:  
P. O. Box 94236,  
Sacramento, CA 94236



**Water Quality**

• [Water Quality](#)

- [State Water Project Water Quality](#) - Division of Operations and Maintenance

The State Water Project water quality program collects detailed information on concentrations and distribution of chemical, physical, and biological parameters at more than thirty sites in the California Aqueduct and associated reservoirs.

- [Municipal Water Quality](#) - Division of Environmental Services

Sits includes publications, program resources, projects and data related to drinking water quality.

- [Office of Water Quality](#) - Division of Environmental Services

Meet the overall water quality needs of DWR and to provide a central focal point for the collection and dissemination of water quality information.

- [Bay-Delta Hearing and Program Development](#) - State Water Project Analysis Office

Includes water rights hearings information, workshops, and Environmental Impact Reports.

- [South Delta Improvement Project \(SDIP\)](#) - Bay-Delta Office

The SDIP works to incrementally maximize diversion capability into Clifton Court Forebay, while providing an adequate water supply for diversions within the SDWA, and reducing the effects of State Water Project exports on both aquatic resources and direct fish losses in the South Delta.

- [North Delta Improvement Project \(NDIP\)](#) - Bay-Delta Office

The NDIP works to implement flood control improvements in a manner that benefits aquatic and terrestrial habitats, to the extent practicable.

- [Northern District Water Quality](#) - Division of Planning and Local Assistance

Water bodies are assessed for water quality characteristics, risks to beneficial uses, and effects of watershed management.

- [Central District Water Quality](#) - Division of Planning and Local Assistance

Assists local agencies and watershed groups with the collection, analysis, and storage of water quality data from rivers, streams, lakes, and reservoirs throughout its district boundaries.

- [San Joaquin District Water Quality](#) - Division of Planning and Local Assistance

Provide assistance and technical advice to local water agencies and to the general public on water quality conditions and on water well standards.

- [Southern District Water Quality](#) - Division of Planning and Local Assistance

Technical assessments are conducted that provide unique and consistent information on the status, trends, and causes of groundwater and surface water quality conditions.

- [Southern Field Division Water Quality Programs](#) - Division of Operations and Maintenance

• DWR

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- [Paper .pdf](#)
- [Section 303](#)
- [Perry Dam](#)
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Monitors the water quality of its four Southern California reservoirs to provide its State Water Project contractors with the most current reservoir conditions.

- Water Data Library - *Division of Planning and Local Assistance*  
Grab sample water quality data collected by DWR.
- California Data Exchange Center (CDEC) - *Division of Flood Management*  
Real-time decision support system to DWR Flood Management and other flood emergency response organizations, providing operational and historical hydrologic and meteorologic data, forecasts, and reports.
- San Joaquin River Real-time Program - *Division of Planning and Local Assistance*  
The Real-time Water Quality Management Program uses telemetered stream stage, salinity data and computer models to simulate and forecast water quality conditions along the lower San Joaquin River.
- Land & Water Use
- Ecosystem/Watershed Restoration
- Sacramento-San Joaquin Delta
- Drainage
- Environmental Analysis & Review
- Ecological Studies
- Environmental Compliance & Evaluation
- Environmental Documentation
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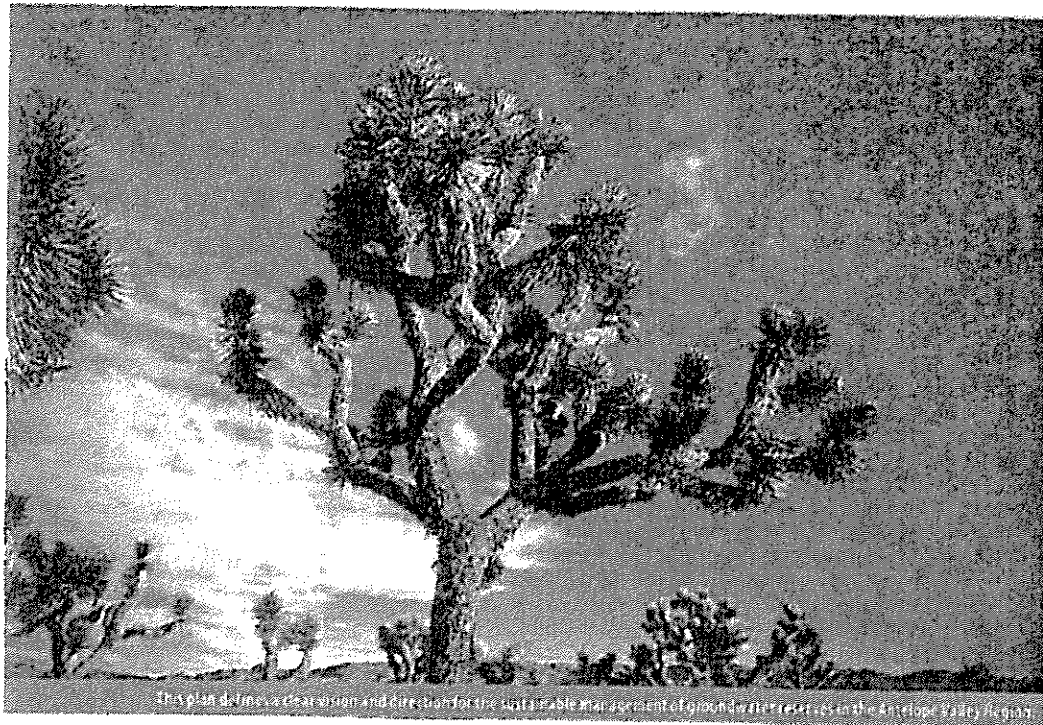
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## **Appendix J**

- **ANTELOPE VALLEY INTEGRATED REGIONAL WATER MANAGEMENT PLAN (IRWMP)  
EXECUTIVE SUMMARY**

## Executive Summary





## Executive Summary

### ANTELOPE VALLEY INTEGRATED REGIONAL WATER MANAGEMENT PLAN OVERVIEW

**T**he California Water Plan 2005 update is the basis for all Integrated Regional Water Management (IRWM) planning efforts underway throughout the State, including this IRWM Plan for the Antelope Valley Region. It represents a fundamental transition in how the State looks at water resource management, and how the State government needs to be more involved at a local and regional level with governing agencies and interest groups to better identify and address State-wide water concerns.

The State recognizes that there is a need to consider a broader range of resource management issues, competing water demands, new approaches to ensuring water supply reliability, and new ways of financing.

IRWM planning was derived from Proposition 50 which was passed by California voters in November 2002, authorizing \$3.4 billion in general obligation bonds to fund a variety of specified water and wetlands projects. It set aside \$380 million for grants related to the Implementation of IRWM Plans and is jointly administered by the California Department of Water Resources (DWR) and the State Water Resources Control Board (SWRCB).

Proposition 50 states that IRWM Plans should include a description of the region and participants, regional objectives and priorities, water management strategies, Implementation, impacts and benefits, data management, financing, stakeholder involvement, relationship to local planning, and state and federal coordination. This Antelope Valley Integrated Regional Water Management (IRWM) Plan includes a discussion of the specified elements, as summarized below.

## INTRODUCTION (SECTION 1)

Several years ago, leaders and agencies in the Antelope Valley Region recognized the need for regional cooperation and planning. In an effort to represent the broad interests within the Antelope Valley Region, a number of organizations joined to form a Regional Water Management Group (RWMG) to work together and create this IRWM Plan. Members of the RWMG include the Antelope Valley-East Kern Water Agency (AVEK), Antelope Valley State Water Contractors Association (AVSWCA), City of Lancaster, City of Palmdale, Littlerock Creek Irrigation District, Los Angeles County Sanitation District (LACSD) Nos. 14 and 20, Los Angeles County Waterworks District No. 40 (LACWWD 40), Palmdale Water District (PWD), Quartz Hill Water District (QHWD), and Rosamond Community Services District (RCSD). These agencies agreed to contribute funds to help develop the AV IRWM Plan, provide and share information, review and comment on drafts, adopt the final AV IRWM Plan, and assist in future grant applications for the priority projects identified in this IRWM Plan.

*"We have a responsibility for future generations, and we have a responsibility just as responsible citizens, to protect this groundwater resource and make sure that we use it in the best way possible."*

— Adam Ariki,  
Los Angeles County Waterworks District No. 40

In January 2007, the RWMG and other community participants (the Stakeholders) set about developing a broadly supported water resource management plan that defines a meaningful course of action to meet the expected demands for water within the entire Antelope Valley Region through 2035. They chose to create the water resource management plan consistent with the State sponsored Integrated Regional Water Management Program that makes grant funds available to support sound regional water management. The goals of the AV IRWM Plan are to address:

- How municipal and industrial (M&I) purveyors can reliably provide the quantity and quality of water that will be demanded by a growing population;

- Options to satisfy agricultural users' demand for reliable supplies of reasonable cost irrigation water; and
- Opportunities to protect and enhance the current water resources (including groundwater) and the environmental resources within the Antelope Valley Region.

The RWMG acknowledged that a separate process (called adjudication) related to groundwater management was also underway. Members of the RWMG and other stakeholders discussed at length whether it was possible (and if possible, how) to develop a Regional Water Management Plan before the adjudication was settled. The members of the RWMG agreed that since the IRWM Plan and the adjudication were focused on different aspects of water management, they could proceed in parallel. This IRWM Plan contains information to help take action to meet shared objectives for long-term water management for the entire region. The results of the adjudication will help provide important clarity and certainty between groundwater users about how the groundwater resources will be managed, but other important water management actions can and should be taken without waiting for a final adjudicated solution. Members of the RWMG agreed that no information developed for the purposes of the IRWM Plan should be interpreted to interfere in any way with the adjudication process. The data provided in this report were not prepared in a manner suitable to answer the questions being addressed in the adjudication.

## REGION DESCRIPTION (SECTION 2)

The Antelope Valley Region of California is home to over 444,000 people living in many different communities. Residents within this Region have experienced tremendous changes over the past generation due to a rapid increase in population coming from nearby large cities. Current forecasts of population growth suggest even larger changes





## Integrated Regional Water Management Plan | Antelope Valley



Surface water for the Antelope Valley Region comes from the State Inland and Tidewater Divisions.

water currently used in the Antelope Valley Region comes from two sources: (1) naturally occurring water within the Antelope Valley Region (surface water and groundwater accumulated from rain and snow that falls in the Antelope Valley and surrounding mountains), and (2) State Water Project water (surface water that is collected in northern California and imported into the Antelope Valley and other areas around the state).

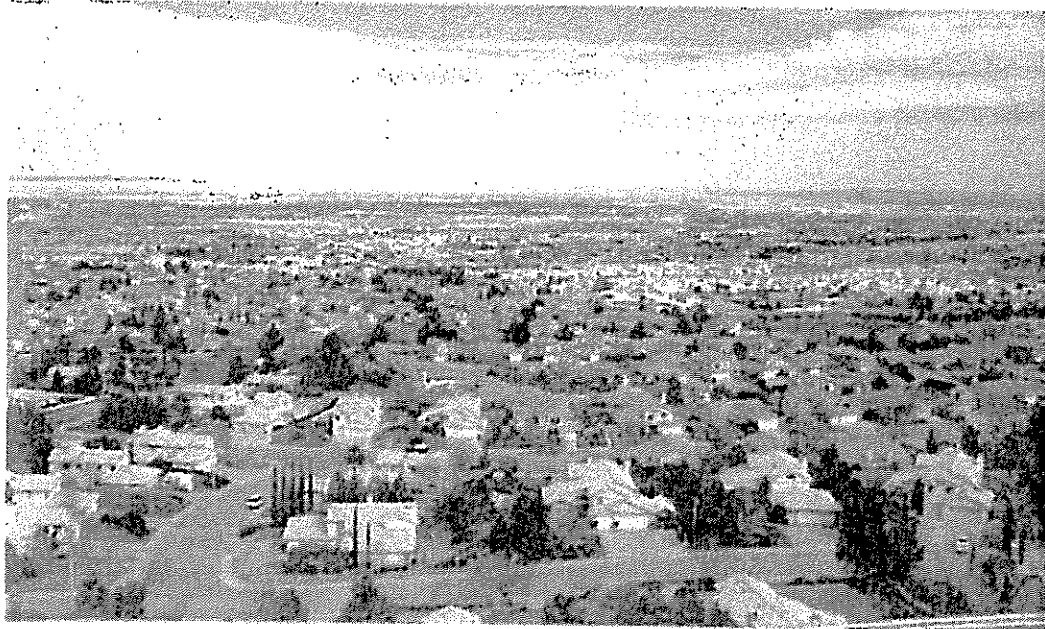
*"This plan is going to provide a long-range benefit to the Antelope Valley and will be able to continue to provide for economic development, particularly with residential development throughout the Antelope Valley Region."*

— Gretchen Gutierrez,  
Antelope Valley Building Industry Association

will occur before 2035. Water plays a central role in the health and well being of all residents within the Antelope Valley Region. People use water for drinking, bathing, household and outdoor activities, agriculture, business endeavors, recreation, and to sustain and enhance natural habitats. This common need for water links communities together in many ways. When anyone uses water, the ability of other people to use water within the Antelope Valley Region can be affected.

The Antelope Valley Region encompasses approximately 2,400 square miles in northern Los Angeles County, southern Kern County, and western San Bernardino County. Major communities within the Antelope Valley Region include Boron, California City, Edwards Air Force Base, Lancaster, Mojave, Palmdale and Rosamond. All of the

The number of residents within the Antelope Valley Region expanded more than 330 percent between 1970 and 2005, growing from 103,000 people in 1970 to 444,000 people in 2005. Forecasters expect the population to continue to swell, potentially reaching 1,174,000 residents by the year 2035. As the number of people living and working in the





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Antelope Valley Region increases, the competition for water supply increases, and the challenge of maintaining good water quality and managing the interconnected water cycle becomes more challenging.

Creation of a proactive, "smart" design for the fast-developing Antelope Valley Region makes this IRWM Plan essential to efficient and effective water management.

### ISSUES AND NEEDS (SECTION 3)

Water managers and local planners face many daunting challenges related to supporting the well being of the Antelope Valley Region. Past activities have created problems that need to be addressed and expected increases in population growth make resolving these problems even more difficult. In order to help address the broad challenges, the AV IRWM Plan was organized to address issues and needs in the following categories. Section 3 of the Plan describes these issues and needs in detail.

#### Supplies are Variable and Uncertain

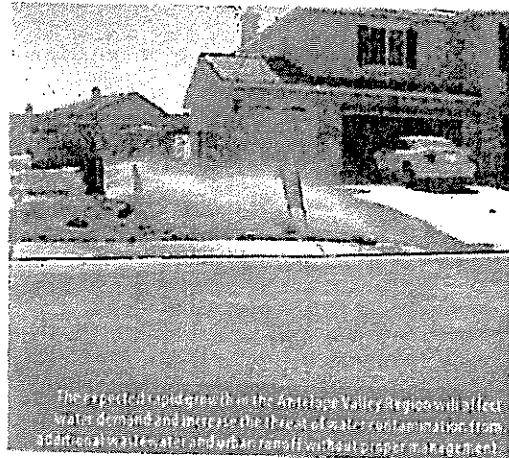
Determining the amount of water available for use at any given time (now or in the future) is more challenging than one might imagine. The amount of water supply available varies considerably due to changes in weather, rain and snow, and other conditions. All water supplies within the Antelope Valley Region come from two sources: (1) local rain and snow, or (2) imports of water from outside the Antelope Valley Region. The local water supplies come from rainfall and snowmelt that percolate into the groundwater aquifers or are captured in Little Rock Reservoir. Current estimates of water supplies made available from local rainfall and snowmelt vary widely (30,300 to 81,400 acre-feet per year (AFY)).<sup>1,2</sup> Imported water comes from the State Water Project, which has historically varied. The currently available supplies from imported water can also vary widely from year to year (6,400 to 74,300 AFY).

#### Demand is Greater than Supply

One fundamental challenge in the Antelope Valley Region is that demand for water exceeds available supplies. The

1 An acre-foot per year is enough water to cover an acre of land one foot deep and meet the water needs of a family of four for one year.

2 The analyses provided in the IRWM Plan are strictly for long-term planning purposes and have not been conducted to answer the questions being addressed within the adjudication. Once the detailed analysis of available local water supply are completed within the adjudication, the supply numbers for the IRWM Plan will need to be updated.



demand for water clearly exceeds even the higher estimates of currently available supplies. By 2010 the demand for water in an average year by 2010 will be 274,000 AFY and by 2035 could be 447,000 AFY. Even using the higher estimates of available supply, this means demand could exceed supply by 73,600 AFY in 2010 and by 236,800 AFY in 2035. The expected imbalance between supply and demand in 2035 is about the same as currently available supplies. If communities do not begin conserving water more effectively, the Region will need twice the water as it currently has in order to meet demand in 2035.

Historically, water supplies within the Antelope Valley Region have been used primarily for agriculture; however, due to population growth, water demands from residential and business uses have increased significantly and this trend is expected to continue. The expected continuation of rapid growth in the Antelope Valley Region will affect water demand and increase the threat of water contamination from additional wastewater and urban runoff. More residents will also lead to higher demand for water-based recreation.

Much of the water used within the Antelope Valley Region is extracted from groundwater aquifers. The amount of water pumped within the Antelope Valley Region has varied tremendously since the early 1900s. The United States Geological Survey estimated that groundwater pumping in 1919 was about 29,000 AFY and reached as high as 400,000 AFY in the 1950's. For many of those years, the amount of water being pumped was greater than the amount of water being replenished, creating an imbalance within the groundwater aquifers. Because the amounts pumped were greater than the amounts being replenished, groundwater levels have declined significantly throughout the Antelope Valley Region. The long-term depletion of aquifers cannot be continued indefinitely without serious

consequences. The historical declines in groundwater levels within the Antelope Valley Region have caused permanent damage to aquifers in some areas through land subsidence, or sinking.

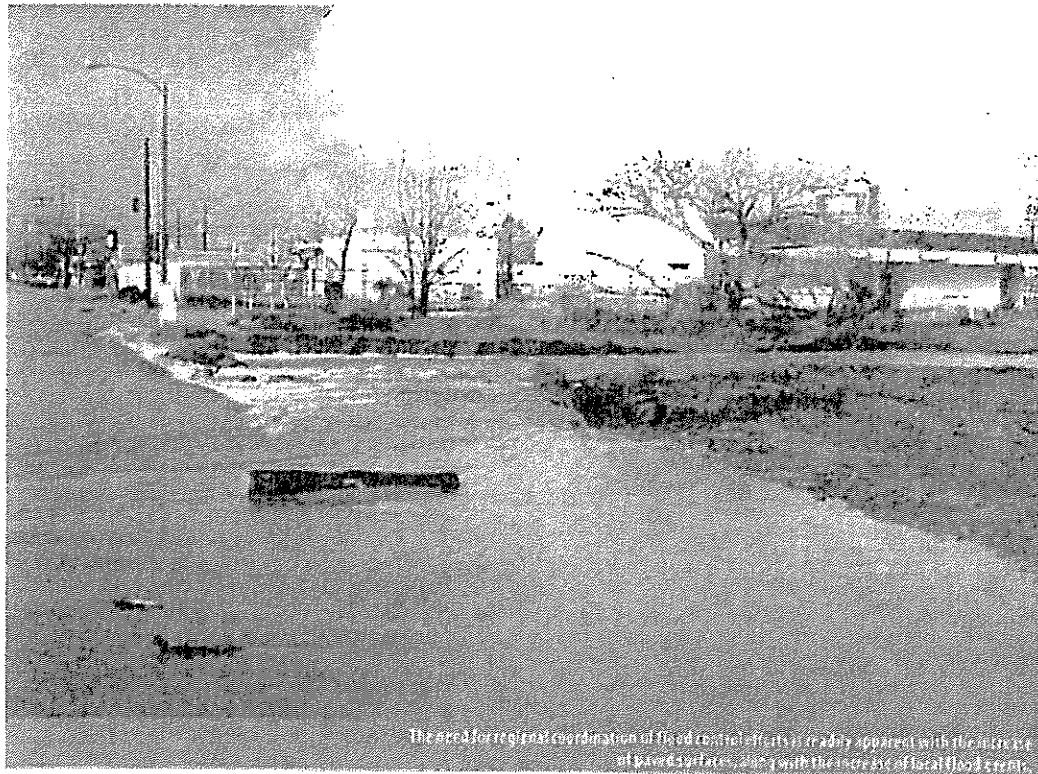
In order to prevent further damage from declining groundwater levels, many water providers and managers within the Antelope Valley Region recognize the need to balance the water being pumped from the aquifers with the water being put back. In response to this need, a legal process called adjudication is currently underway. If the adjudication process is successful, groundwater users within the Antelope Valley Region will create and abide by a plan to stabilize groundwater levels and prevent further damage that can result from declining groundwater levels. While determining a method to balance groundwater use with the amount of water being replenished is a necessary piece to creating a viable water management strategy within the Antelope Valley Region, the adjudication likely will not provide any additional water supplies needed to meet the growing demands within the Antelope Valley Region.

Recognizing the need to identify meaningful actions beyond the adjudication, members of the Group and other community participants agreed to focus on actions beyond the adjudication in the Plan. Participants in developing the

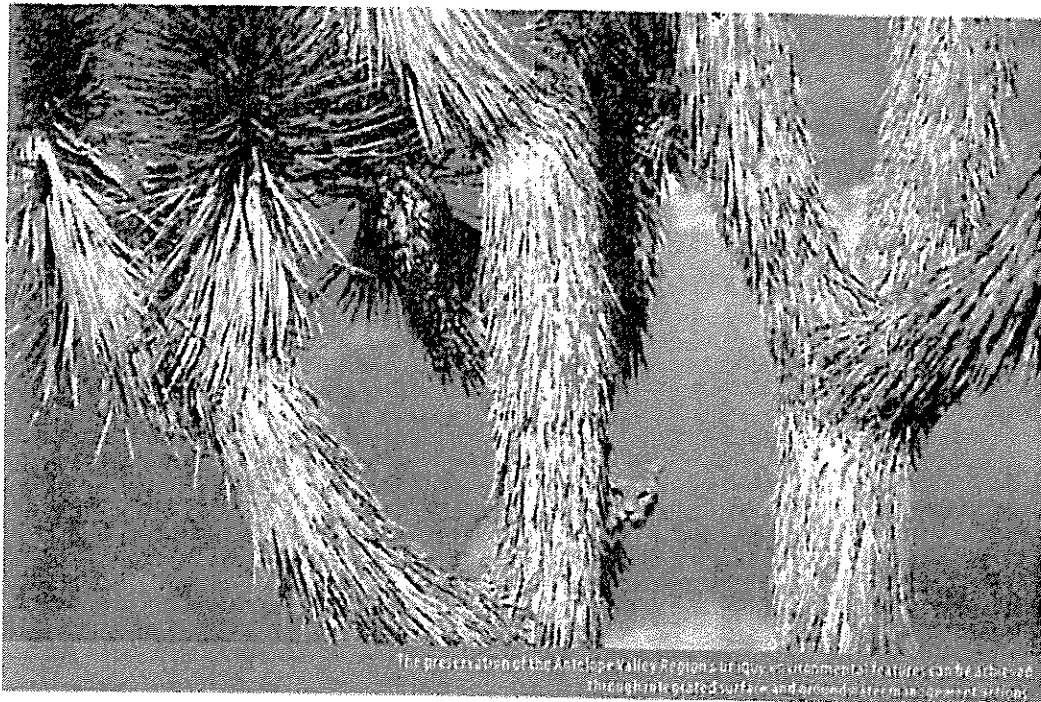
AV IRWM Plan encourage a quick and collaborative settlement of the adjudication process, but the contents of the AV IRWM Plan identify and recommend actions that go well beyond the adjudication. The actions identified in the AV IRWM Plan can help meet the larger needs of the Antelope Valley Region but will require a solution from the adjudication to stabilize groundwater levels. Nothing in the IRWM Plan shall be interpreted to interfere in any way with the adjudication process.

### Water Quality and Flood Management

The groundwater basin within the Antelope Valley Region is an undrained, closed basin, meaning there is no outlet for water to flow to the ocean. When water enters a closed basin, any minerals or chemicals in the water typically accumulate in the basin. Currently, groundwater quality is excellent within the principal aquifer but is not as good toward the northern portion of the dry lake areas. Some portions of the basin contain groundwater with high fluoride, boron, total dissolved solids, and nitrate concentrations. Arsenic is another emerging contaminant of concern in the Antelope Valley Region and has been observed in LACWWD 40, PWD, Boron, and QHWD wells. Research conducted by the LACWWD and the United States Geological Survey has shown the problem to reside primarily in the deep aquifer,



The area for regional coordination of flood control efforts is readily apparent with the increase of paved surfaces, along with the increase of fluvial flood events.



and it is not anticipated that the existing arsenic problem will lead to future loss of groundwater as a water supply resource for the Antelope Valley.

Portions of the Antelope Valley Region are also subject to flooding from uncontrolled runoff in the nearby foothills, which can be aggravated by lack of proper drainage facilities and defined flood channels. This runoff can negatively affect the water quality of the underlying groundwater basin, and can create stagnant ponds in places where clay soils beneath the surface do not allow for percolation to occur. The need for regional coordination of flood control efforts becomes more readily apparent as urban development and paved surfaces increase throughout the Antelope Valley Region, along with the frequency of local flood events.

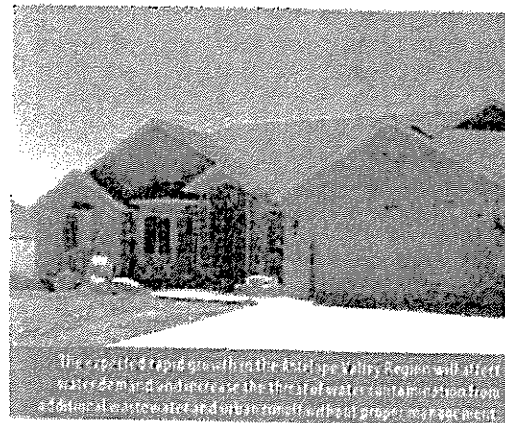
### Environmental Resources

The Antelope Valley Region has many unique environmental features, and several plant and animal species are only found in this area. As the pressure for growth expands out into undeveloped or agricultural lands, the need to balance industry and growth against protection of endangered species and sensitive ecosystems requires difficult decisions and trade-offs, each resulting in a variety of unique impacts on water demands and supplies in the Region. The actions identified in the AV IRWM Plan can help

to preserve open space and natural habitats in the greater the Antelope Valley Region while maximizing surface water and groundwater management efforts.

### Water Management and Land Use

What people do on the land of the Antelope Valley and how they do it directly impacts many aspects of life, including the water cycle, within the Antelope Valley Region. Historically throughout California, land use planning and water use planning have been done almost independently of one another. The challenges identified within the Plan clearly show a need for much closer collaboration between



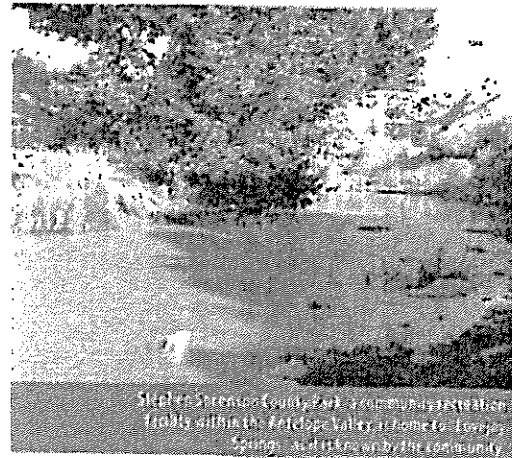
## Integrated Regional Water Management Plan | Antelope Valley

land use planning efforts and water management planning efforts. Continued development within the Antelope Valley Region depends heavily on the successful completion of the objectives presented in the Plan to meet the growing demand for recreational opportunities while minimizing or avoiding the loss of local culture and values.

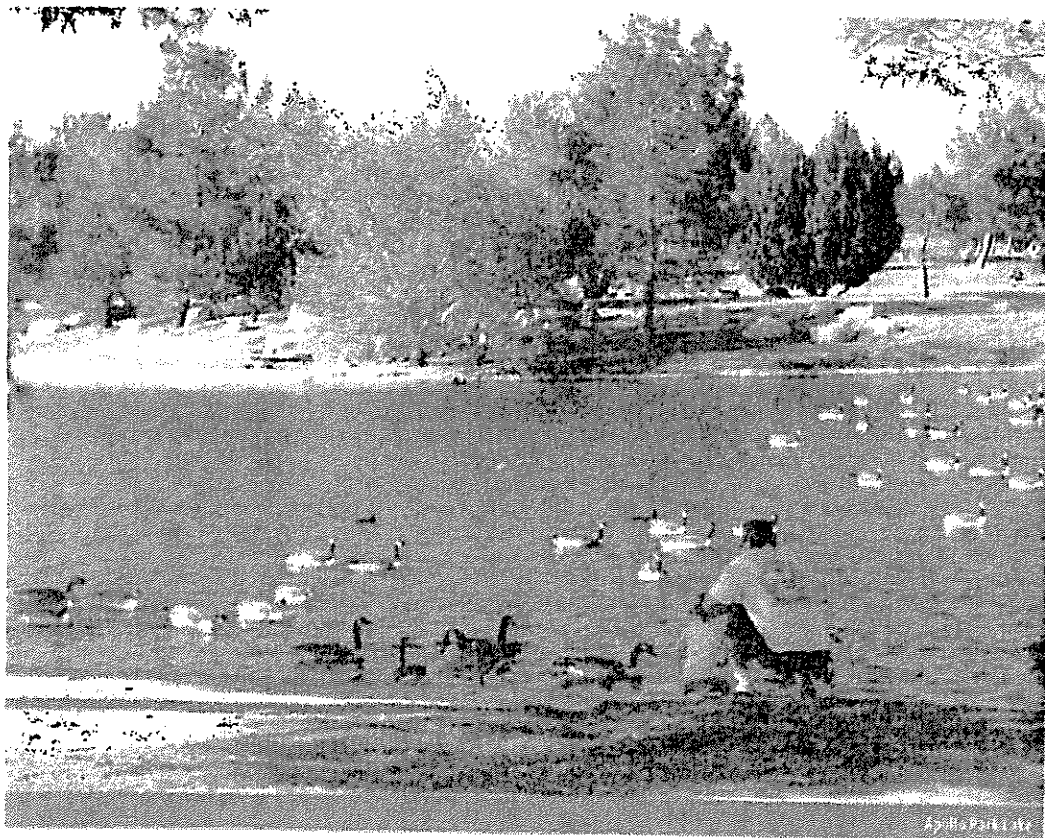
### OBJECTIVES (SECTION 4)

The Stakeholders worked together to identify clear objectives and planning targets they want to accomplish by implementing the AV IRWM Plan (see Table ES-1). Although the AV IRWM Plan is intended to address the Antelope Valley Region's water resource management needs, this document also identifies several open space, recreation, and habitat targets as well. Refer to Section 4 of the AV IRWM Plan for details on how the objectives and targets were determined.

These objectives and planning targets represent the most important things the Stakeholders have chosen to work together to accomplish over the next several years. Everything done within the context of this IRWM Plan



should contribute in some way to achieving these objectives. Also, because the planning targets are measurable, residents within the Antelope Valley Region can monitor how well the Plan is being implemented.



## Integrated Regional Water Management Plan | Antelope Valley

**Table ES-1 Antelope Valley Region Objectives and Planning Targets**

Objectives	Planning Targets
<b>Water Supply Management</b>	
Provide reliable water supply to meet the Antelope Valley Region's expected demand between now and 2035.	Reduce (73,600 to 236,800 AFY) mismatch of expected supply and demand in average years by providing new water supply and reducing demand, starting 2009. Provide adequate reserves (50,600 to 57,400 AFY) to supplement average condition supply to meet demands during single-dry year conditions, starting 2009. <sup>3</sup> Provide adequate reserves (0 to 62,000 AF/4 year period) to supplement average condition supply to meet demands during multi-dry year conditions, starting 2009. <sup>4</sup>
Establish a contingency plan to meet water supply needs of the Antelope Valley Region during a plausible disruption of SWP water deliveries.	Demonstrate ability to meet regional water demands without receiving SWP water for 6 months over the summer, by June 2010.
Stabilize groundwater levels at current conditions.	Manage groundwater levels throughout the basin such that a 10-year moving average of change in observed groundwater levels is greater than or equal to 0, starting January 2010.
<b>Water Quality Management</b>	
Provide drinking water that meets customer expectations.	Continue to meet Federal and State water quality standards as well as customer standards for taste and aesthetics throughout the planning period.
Protect aquifer from contamination.	Prevent unacceptable degradation of aquifer according to the Basin Plan throughout the planning period. Map contaminated sites and monitor contaminant movement, by December 2008. Identify contaminated portions of aquifer and prevent migration of contaminants, by June 2009.
Protect natural streams and recharge areas from contamination.	Prevent unacceptable degradation of natural streams and recharge areas according to the Basin Plan throughout the planning period.
Maximize beneficial use of recycled water.	Increase infrastructure and establish policies to use 33% of recycled water to help meet expected demand by 2015, 66% by 2025, and 100% by 2035.
<b>Flood Management</b>	
Reduce negative impacts of stormwater, urban runoff, and nuisance water.	Coordinate a regional flood management plan and policy mechanism by the year 2010.
<b>Environmental Resource Management</b>	
Preserve open space and natural habitats that protect and enhance water resources and species in the Antelope Valley Region.	Contribute to the preservation of an additional 2,000 acres of open space and natural habitat, to integrate and maximize surface water and groundwater management by 2015.
<b>Land Use Planning/Management</b>	
Maintain agricultural land use within the Antelope Valley Region.	Preserve 100,000 acres of farmland in rotation <sup>5</sup> through 2035.
Meet growing demand for recreational space.	Contribute to local and regional General Planning documents to provide 5,000 acres <sup>6</sup> of recreational space by 2035.
Improve integrated land use planning to support water management.	Coordinate a regional land use management plan by the year 2010.

<sup>3</sup> Dry year reserves determined by taking the dry year mismatch and adding the average year supplement. Assumes that the average year supplement equals the average year mismatch for any given year. Range determined from the maximum and minimum reserves.

<sup>4</sup> As with single-dry year, multi-dry year reserves determined by summing the 4-year dry year mismatch and adding the 4-year average year supplement. Assumes that the average year supplement equals the average year mismatch for any given year. Range determined from the maximum and minimum reserves.

<sup>5</sup> The phrase "in-rotation" means that not all 100,000 acres will be in agricultural production at one time rather the land will be rotated in cycles to make most efficient use of the land.

<sup>6</sup> The City of Palmdale and City of Lancaster's General Plans provide a standard of 5 acres of parkland per 1,000 City residents. The Kern County General Plan provides a standard of 2.5 acres per 1,000 residents. The other local and regional General Plans do not provide a standard for "recreation or parkland" preservation. This planning target assumes a 2035 population of 1.17 million residents in the Antelope Valley Region.



## WATER MANAGEMENT STRATEGIES (SECTION 5)

An overview and description of each of the Proposition 50 Water Management Strategies required to be considered in the AV IRWM Plan is provided in Section 5. These water management strategies include those that are currently utilized by the agencies and organizations in the Antelope Valley Region on an ongoing basis, the strategies now being implemented, and those that are planned for the future.

Additionally, in the AV IRWM Plan, the 20 different water management strategies identified in the IRWM Plan Guidelines (CWC §§ 79562.5 and 79564) were compared with those identified in the California Water Plan and then grouped into the AV IRWM Plan's five regional and broad-based water management strategy areas: water supply management; water quality management; flood management; environmental resource management; and land use management.

To help identify the many potential projects in the Antelope Valley Region and to assess the contribution of these projects towards meeting the AV IRWM Plan objectives and planning targets (as identified in Table ES-1, above), a "Call for Projects" form was sent out to all the Stakeholders to give them the opportunity to submit their project concepts for consideration. The Call for Projects provided an avenue

to engage the Stakeholders in the information-sharing aspect of Plan development, and resulted in identification of many projects that provide multiple benefits that span more than one water management strategy.

## IRWM PLAN AND PROJECTS INTEGRATION, EVALUATION AND PRIORITIZATION (SECTIONS 6 AND 7)

Many local agencies and other community participants have worked well together to create a Plan that identifies challenging issues and needs being faced by all Antelope Valley residents. Fortunately, this IRWM Plan also identifies actions that can help meet the objectives for the Antelope Valley Region and identifies methods for cooperative implementation of those actions.

Table ES-2 lists the projects and actions that the Stakeholders believe will help meet the Regional objectives. Implementing the high priority actions will require focused effort, broad community support, political resolve, and money. The Stakeholders are actively pursuing financial assistance through several grant programs to help leverage local investments. The RWMG is also working to establish a secure and long-lasting way to coordinate resources to meet the growing needs of the entire Antelope Valley Region.

Table ES-2 Stakeholder Prioritized Projects		
Priority	Project	Project Sponsor
<b>Water Supply Groundwater Recharge/Banking Infrastructure Projects</b>		
High	Antelope Valley Water Bank	Western Development and Storage
	Aquifer Storage and Recovery Project - Injection Well Development	LACWWD 40
	Upper Amargosa Creek Recharge, Flood Control & Riparian Habitat Restoration Project	City of Palmdale, AVEK
	Water Supply Stabilization Project - Westside	AVEK/AVSWCA/ LACWWD 40
Medium	Aquifer Storage and Recovery Project: Additional Storage Capacity	LACWWD 40
	Lower Amargosa Creek Recharge & Flood Control Project	J. Golt/City of Palmdale
	Water Supply Stabilization Project - Eastside Project	AVEK
<b>Water Infrastructure Projects</b>		
High	Avenue K Transmission Main, Phases I-IV	LACWWD 40
	Little Rock Dam Sediment Removal Project	PWD
	Wastewater Pipeline	RCSD
Low	Avenue M and 60th Street West Tanks	LACWWD 40
	Place Valves and Turnouts on Reclaimed Water Pipeline	RCSD

## Integrated Regional Water Management Plan | Antelope Valley

Table ES-2 Stakeholder Prioritized Projects (continued)		
Priority	Project	Project Sponsor
<b>Recycled Water Projects</b>		
High	Antelope Valley Recycled Water Project Phase 2	LACWWD 40/Palmdale/ LACSD
	Groundwater Recharge Using Recycled Water Project	City of Lancaster
Medium	Groundwater Recharge – Recycled Water Project	PWD
	Kern County and Los Angeles County Interconnection Pipeline	RCSD
	Regional Recycled Water Project Phase 3	LACWWD 40/Palmdale/LACSD
	Tertiary Treated Water Conveyance and Incidental Groundwater Recharge of Amargosa Creek Avenue M to Avenue H	City of Lancaster
Low	Regional Recycled Water Project Phase 4	LACWWD 40/Palmdale/ LACSD
<b>Water Conservation/Water Use Efficiency</b>		
High	Comprehensive Water Conservation/Efficient Water Use Program	Antelope Valley Water Conservation Coalition/ LACWWD/PWD
<b>Water Quality Projects</b>		
High	Lancaster Water Reclamation Plan Stage V	LACSD
	Palmdale Water Reclamation Plan Existing Effluent Management Sites	LACSD
	Palmdale Water Reclamation Plan Stage V	LACSD
	Partial Well Abandonment of Groundwater Wells for Arsenic Mitigation	LACWWD 40
Medium	Lancaster Water Reclamation Plan Stage VI	LACSD
	Lancaster Water Reclamation Plan Proposed Effluent Management Sites	LACSD
	Palmdale Water Reclamation Plan Stage VI	LACSD
	Palmdale Water Reclamation Plan Proposed Effluent Management Sites	LACSD
	Palmdale Water District New Treatment Plant	PWD
Low	42nd Street East, Sewer Installation	City of Palmdale
<b>Flood Management Projects</b>		
High	Development of Coordinated Antelope Valley Flood Control Plan	Cities of Lancaster, Palmdale, Los Angeles Department of Public Works (LADPW), Kern County
Medium	Quartz Hill Storm Drain	LADPW
	Anaverde Detention Basin, Dam & Spillway at Pelona Vista Park	City of Palmdale
	Barrel Springs Detention Basin and Wetlands	City of Palmdale
	Hunt Canyon Groundwater Recharge and Flood Control Basin	City of Palmdale
Low	45th Street East Flood Control Basin (Q East Basin)	City of Palmdale
	Avenue Q and 20th Street East Basin (Q West Basin)	City of Palmdale
	Storm water Harvesting	Leona Valley Town Council
<b>Environmental Resource Management Projects</b>		
High	Ecosystem and Riparian Habitat Restoration of Amargosa Creek; Avenue J to Avenue H	City of Lancaster
Medium	Tropico Park Pipeline Project	RCSD
<b>Land Use Management Projects</b>		
High	Development of a Coordinated Land Use Management Plan	Cities of Lancaster, Palmdale, LADPW, Kern County /Antelope Valley Conservancy
	Amargosa Creek Pathways Project	City of Lancaster

## FRAMEWORK FOR IMPLEMENTATION (SECTION 8)

The AV IRWM Plan is a dynamic document that identifies monitoring guidelines and sets forth procedures for measuring the success, benefits, and impacts of the AV IRWM Plan. An ongoing management process is proposed for evaluating, updating and maintaining the Plan, and a comprehensive implementation framework has been developed to establish and identify a capital improvement program and financial plan for both construction and operation and maintenance of the projects and management actions selected as “high priority” (see Table ES-2, for a list of the high priority projects).

The 11 public agencies that have joined together to create the RWMG have recognized the value of working collectively towards meeting the regional goals identified in this Plan. In order to do this, they have signed a Memorandum of Understanding (MOU) to define what their roles and responsibilities are in developing and moving forward with Implementation of the AV IRWM Plan. The decision-making structure of the MOU provides the RWMG with the responsibility to make formal decisions regarding the scope and content of the AV IRWM Plan. While the structure and approach has been successful to create the plan, the RWMG discussed whether the MOU and facilitated broad agreement approach would work well to implement and update the Plan after it is adopted. Several potential options were discussed including selection of one willing existing agency within the RWMG, (the City of Palmdale for example), that would serve on behalf of the entire stakeholder group, or creation of a new legal entity, such as a new Joint Powers Authority (JPA) to lead the collaboration with the stakeholder group and help implement the IRWM Plan.

The stakeholders decided that they would like to continue using the current approach of facilitated broad agreement to implement and update the AV IRWM Plan. However, several of the RWMG Members expressed a desire to form a more formal governance structure to implement the Plan over the next several years. The stakeholders understand that creating a new, more formal governance structure that will maintain the positive momentum the group has demonstrated during the past year until the year 2035 will likely require a few years.

Implementation of the high priority projects in the IRWM Plan is currently the responsibility of the individual lead agency with the jurisdictional authority to approve the project. The Stakeholders and RWMG have chosen these projects because they want to take action on them within

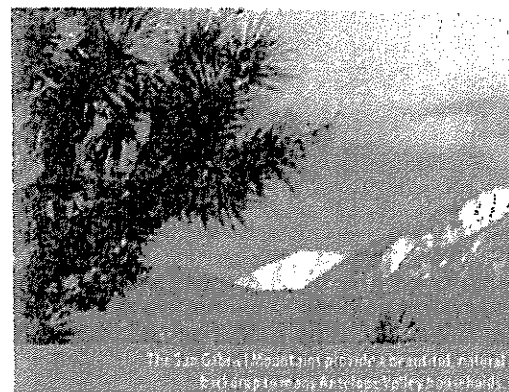
the next two to three years, and they directly address the objectives and targets of better management of resources within the Antelope Valley Region. Furthermore, implementing the projects together yield greater benefits to the Region than if each agency implemented on their own.

The collection, management, distribution and use of data collected as part of this IRWM Planning effort, and through implementation, are essential to making this a sustainable effort that will benefit the Antelope Valley Region for years to come. Data regarding water quantity and quality are currently collected and distributed by a number of different agencies. The Stakeholders have identified strategies in this IRWM Plan to ensure quick identification of data gaps, avoiding duplicative (and costly) studies that result in the same information, and integrating with other important regional, statewide programs, and federal needs.

This IRWM Plan identifies performance measures that will be used to evaluate strategy performance, monitoring systems that will be used to gather actual performance data, and mechanisms to change these strategies if the data collected shows the Antelope Valley Region’s IRWM planning targets are not being met. The Stakeholders also recognized that additional technical detail is needed for several of the IRWM Plan’s performance measures to be properly implemented and measurable. The Stakeholder group has agreed to continue to refine these performance measures as the AV IRWM Plan is implemented.

This IRWM Plan is necessarily a Stakeholder-driven Plan. The RWMG invites the public and Interested Stakeholders to become active participants in the Region’s ongoing efforts to:

- Identify, evaluate, prioritize, and implement solutions to the Region’s complex water management issues, challenges, and conflicts; and
- Continue the development and evolution of this Plan.





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Exempt from filing fee  
Government Code § 6103

Attorneys for City of Lancaster and  
Rosamond Community Services District

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES

**ANTELOPE VALLEY GROUNDWATER  
CASES**

Included Actions:

Los Angeles County Waterworks District  
No. 40 v. Diamond Farming Co.  
Superior Court of California, County of  
Los Angeles, Case No. BC325201;

Los Angeles County Waterworks District  
No. 40 v. Diamond Farming Co.  
Superior Court of California, County of Kern,  
Case No. S-1500-CV-254-348

Wm. Bolthouse Farms, Inc. v. City of  
Lancaster, Diamond Farming Co. v. City of  
Lancaster, Diamond Farming Co. v. Palmdale  
Water Dist., Superior Court of California  
County of Riverside, consolidated actions; Case  
Nos. RIC 353 840, RIC 344 436, RIC 344 668.

LASC Case No. BC 325201

Judicial Council Coordination  
Proceeding No. 4408

**CLASS ACTION**

Santa Clara Case No. 1-05-CV 049053  
Assigned to The Honorable Jack Komar

**DECLARATION OF STEVE A. PEREZ  
IN SUPPORT OF PUBLIC WATER  
SUPPLIERS' OPPOSITION TO  
ANTELOPE VALLEY-EAST KERN  
WATER AGENCY'S MOTION FOR  
SUMMARY ADJUDICATION**

Date: January 27, 2014  
Time: 9:00 a.m.  
Dept.: TBD

Trial Date: February 10, 2014 (Phase V)



# **EXHIBIT “A”**

*Ex A to  
Perez Doc*

WATER SERVICE AGREEMENT  
BETWEEN  
ANTELOPE VALLEY-EAST KERN WATER AGENCY  
AND

ROSAMOND COMMUNITY SERVICES DISTRICT

FOR WATER SERVICE

DATED 9-15-70.

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## WATER SERVICE AGREEMENT

THIS AGREEMENT, made and entered into this 15 day of September 1970, by and between the Antelope Valley-East Kern Water Agency, established by Chapter 2146 of the 1959 Statutes of the State of California, hereinafter referred to as the "Agency" and Rosamond Community Services District, hereinafter referred to as the "Consumer;"

### W I T N E S S E T H :

WHEREAS, water is needed within the Agency to supplement existing water supplies and for new areas requiring water supplies; and

WHEREAS, groundwater supplies within the Agency are seriously depleted; and

WHEREAS, the Agency and the State of California entered into an agreement entitled "Water Supply Contract Between the State of California, Department of Water Resources, and Antelope Valley-East Kern Water Agency," dated September 20, 1962, as amended by Amendment No. 1, dated September 22, 1964; Amendment No. 2, dated August 24, 1965; Amendment No. 3, dated February 16, 1967; and Amendment No. 4, dated May 11, 1967, whereby the State of California will furnish a water supply to the Agency; and

WHEREAS, the Agency desires to make available under terms and conditions which, as far as practicable and consistent with the ultimate use of water made available pursuant to said Contract and Amendments, shall be fair and equitable; and

WHEREAS, the inhabitants and lands of the Consumer are in need of additional water for beneficial uses; and

WHEREAS, the Consumer desires to contract with the Agency for a water supply to be for the use and benefit of the Consumer, and for which Consumer will make payment to the Agency upon the terms and conditions hereinafter set forth:

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED by and between the parties hereto as follows:



Article 1. Definitions

When used in this Agreement, the following terms shall have the meanings hereinafter set forth:

(a) "Agency" as used herein shall mean Antelope Valley-East Kern Water Agency.

(b) "Consumer" as used herein shall mean any public body, including the United States of America and the State of California, and any of their agencies and departments empowered to contract, counties, cities, districts, local agencies or political subdivisions of the State of California; corporations, public utility water companies, mutual water companies or persons; or any other entity or individual able to and which does execute a Water Service Agreement with the Agency for a water supply; but shall not include any party with whom the Agency may contract to deliver water for a term of years and under special provisions which require the joint use of facilities for the particular benefit of said party and the Agency.

(c) "Agreement" as used herein shall mean this agreement for water service between Agency and Consumer.

(d) "Master Contract" shall mean the contract entitled "Water Supply Contract between the State of California Department of Water Resources and the Antelope Valley-East Kern Water Agency," dated September 20, 1962, as amended by Amendment No. 1, dated September 22, 1964, Amendment No. 2, dated August 24, 1965, Amendment No. 3, dated February 16, 1967, and Amendment No. 4, dated May 11, 1967, and any revisions, amendments or supplements thereto hereafter made.

(e) "Agency Law" shall mean the Antelope Valley-East Kern Water Agency Law, Chapter 2146, Statutes of 1959 of the State of California, as

amended and as the same may be hereafter amended, supplemented, re-enacted, or codified.

(f) "Project Water" shall mean water made available to the Agency by the State of California pursuant to the terms of the Master Contract.

(g) "Treatment and Distribution System" means all fixed installations owned and operated by the Agency having the purpose of treatment, conveyance, control, measurement, spreading and delivery of water.

(h) "Rules and Regulations" means the Rules and Regulations for Distribution of Water, Antelope Valley-East Kern Water Agency, as they may be amended and supplemented from time to time by the Board of Directors of the Agency. The Rules and Regulations set forth the conditions under which water will be distributed to the Consumer.

(i) "Year" means the same as the term "Year" means in the Master Contract.

Article 2. Term of Agreement

This Agreement shall become effective on the date first above written and shall remain in effect during the period necessary to repay any bonds designed to finance the Agency's water system.

Article 3. Relationship to Master Contract, and Application of  
Agency Law

(a) Consumer acknowledges having read the Master Contract and having general familiarity with its terms and that Agency's ability to supply water is governed by said Master Contract and any subsequent modification and supplements thereof.

(b) Consumer also agrees that this Agreement and the rights and obligations of the parties hereunder shall be subject to the Agency Law as it now exists and as it may be hereafter amended or codified by the Legislature of the State of California.

Article 3a. Water Rights

Because it may be necessary that consumer maintain and operate his own wells to provide for his own system peak demands and as an emergency reserve water supply, it is advisable that consumer retain and protect his rights to groundwater.

In the event there is an adjudication of the groundwater basin or any of its sub-units, the Agency will assist the Consumers, if the latter so desire, in retaining their rights in the groundwater supply.

Those Consumers who wish the assistance of the Agency, in the event there is an adjudication of the groundwater basin or any of its sub-units, shall submit evidence of the amount of water pumped from each individual well during at least the preceding five-year period and longer if the information is available. This information may be submitted to the Agency at the time of execution of this Agreement or to the State Water Resources Control Board. The Consumer shall also keep continuous records of the amount of water pumped from each individual well for each year following execution of this Agreement. Each year the Consumer may file this information in writing with the Agency, or with the State Water Resources Control Board.

Agency agrees that in the event of such an adjudication as is mentioned in this Article, the evidence of groundwater use of the basin by the Consumers as may have been filed with the Agency will be presented to the Court or other reviewing officer in aid of the Consumers' retention of their rights in the groundwater supply.

This section is not intended in any way to relieve Consumer of any rights or responsibilities it may have under the Recordation Act of 1955 (Water Code, Sec. 4999, et seq.).

Article 4. Delivery of Water.

Agency will deliver water to Consumer through the Agency's treatment and distribution system at water service connections. Water delivered pursuant to this Agreement will be delivered to Consumer in accordance with the conditions and procedures set forth in the Rules and Regulations. Consumer shall make application for water delivery turn-ons and shut-offs in accordance with the procedures set forth in the Rules and Regulations. Consumer agrees to be bound by such Rules and Regulations insofar as the same pertain to the subject matter of this Agreement and by any subsequent amendments or supplements thereof that may be adopted by the Board of Directors of the Agency hereafter from time to time. Agency agrees that amendments or supplements to said Rules and Regulations shall not be made without providing Consumer at least 45 days prior written notice of each such proposed amendment or supplement and of the meeting of the Board at which such amendment or supplement is to be acted upon by said Board.

Despite the foregoing provisions and other terms and conditions contained in other Articles of this Agreement, it is understood and acknowledged that Agency's obligations to deliver water pursuant to this Agreement is conditioned upon its being able to provide a water distribution system with which Consumer can be served and that if Agency is unable to provide such a water system, neither it nor its officers, directors or agents shall have any liability to provide water to Consumer nor be subject to any claims, demands or causes of actions on such account.

Article 5. Water Service Connection(s)

Consumer shall make application to Agency for water service connections through which all or a portion of the water to be delivered pursuant to this Agreement shall be delivered to Consumer. Consumer agrees to pay any and all costs incurred by Agency for the design, construction, inspection, operation and maintenance of water service connection(s) serving Consumer. Application and payment for water service connections shall be in accordance with the procedures set forth in the Rules and Regulations. After the same have been constructed, Agency shall own the water service connections and all appurtenances and facilities a part thereof and related thereto. The water service connection, appurtenances and facilities do not include any portion of consumer's water delivery system designed, constructed, acquired or otherwise owned, operated and maintained by Consumer.

Article 6. Water Delivery Schedules

On or before August 1 of each year, Consumer shall submit in writing to the Agency its requested water deliveries by month from each water service connection for the succeeding five years. All requests shall be submitted in the manner set forth in the Rules and Regulations. All water orders, emergency turnoff, and any other request by Consumer which may alter the requested water delivery schedule shall be reported to Agency so that Agency can revise its delivery schedule with the State pursuant to the Master Contract. Because of the fact that the Agency anticipates being in a position to first deliver water in 1972, a Schedule 1 is attached hereto and hereby made a part hereof by reference whereby Consumer indicates its requested water deliveries by month from each water service connection for the succeeding five-year period, such requests, if this contract is dated before 1972, being shown as zero for each of the months involved prior to 1972. If the contract is entered into after the Agency is in a position to deliver water then the requested water deliveries will reflect Consumer's anticipated water requirements for the entire five-year period. Consumer agrees to take from the Agency when the latter is in a position to deliver water to Consumer, the water requested for the first year of service, and the Agency agrees to deliver such water to the Consumer, subject to the other provisions contained in this Agreement and to the Agency's Rules and Regulations.



Article 7. Measurement

All water furnished pursuant to this Agreement shall be measured by the Agency at each water service connection established pursuant to Article 5 hereof with equipment satisfactory to the Agency. Said equipment shall be installed, owned, operated and maintained by the Agency. All determinations relative to the measuring of water shall be made by the Agency and upon request by the Consumer, the accuracy of such measurement shall be investigated by the Agency in the manner set forth in the Rules and Regulations. Any error appearing therein will be adjusted pursuant to conditions set forth in the Rules and Regulations. The Agency will install, or cause to be installed, backflow prevention devices in connection with such measuring devices to prevent water delivered to the Consumer or other consumers from returning to the Agency's treatment and distribution system.

Article 8. Limitations on Obligation of Agency to Furnish Water.

(a) Notwithstanding any provisions of this Agreement to the contrary, the obligation of the Agency to furnish water hereunder shall be limited to the times and to the extent that water and facilities necessary for furnishing the same are available to the Agency pursuant to the Master Contract with the State of California.

(b) The Agency shall not be liable for the failure to perform any portion of this Agreement to the extent that such failure is caused by the failure of the State of California to perform any obligation imposed on the State of California by the Master Contract; provided, however, that the Agency shall diligently and promptly pursue all rights and remedies available to it to enforce the rights of the Agency, the Consumer and other consumers against the State of California under the Master Contract relative to such failure to perform.

Article 9. Water Shortages

(a) No Liability for Shortages.

Neither the Agency, nor any of its officers, agents or employees, shall be liable for any damage, direct or indirect, arising from any shortages which may occur from time to time in the amount of water to be made available for delivery to the Consumer pursuant to the Master Contract or any other cause beyond the control of the Agency.

(b) Allocation of Water in Times of Shortage.

The Agency reserves the right in the event that at any time the quantity of water available to the Agency pursuant to the Master Contract is less than the aggregate of the requests of all consumers to allocate the quantity of water available to the Agency to the extent permitted by law.

Article 10. Curtailment of Delivery for Maintenance Purposes

The Agency may temporarily discontinue or reduce the amount of water to be furnished to the Consumer for purposes of maintaining, repairing, replacing and investigating or inspecting, any of the facilities necessary for the furnishing of such water to the Consumer. Insofar as it is feasible the Agency will give the Consumer due notice in advance of any such temporary discontinuance or reduction, except in the case of emergency, in which case no notice need be given. In the event of such discontinuance or reduction, the Agency will make available upon resumption of service, as nearly as may be feasible, and to the extent water is available to it, the quantity of water which would have been available to the Consumer in the absence of such discontinuance or reduction.

Article 11. Responsibilities for Delivery and Distribution of  
Water Beyond Water Service Connection(s)

After such water has passed the Water Service Connection(s) established in accordance with Article 5, neither the Agency nor its officers, agents, or employees shall be liable for the control, carriage, handling, use, disposal, distribution or changes occurring in the quality of such water supplied to the Consumer or for claim of damages of any nature whatsoever, including but not limited to property damage, personal injury or death, arising out of or connected with the control, carriage, handling, use, disposal, distribution or changes occurring in the quality of such water beyond said Water Service Connection; and the Consumer shall indemnify and hold harmless the Agency and its officers, agents, and employees from any such damages or claims of damages, and including reasonable attorneys' fees incurred as against the unsuccessful party in defending against any claims or actions for damages on such account.

Article 12. Water Quality

The quality of water delivered by the Agency to the Consumer pursuant to this Agreement shall depend upon the quality of the water furnished to the Agency under the Master Contract, except as the same may be modified by the Agency's local treatment of water. The Agency undertakes no responsibility to Consumer to furnish water pursuant to this Agreement of any particular quality except as may result from the above-mentioned source of supply and any treatment provided by the Agency.

Article 13. Payments

Payment of all charges shall be made at the rates, times and in the manner provided for in the "Rules and Regulations for Distribution of Water, Antelope Valley-East Kern Water Agency," as the same may be amended and supplemented from time to time by the Board of Directors of the Agency. On or before July 1st of each year, the Agency shall adopt by resolution of the Board of Directors the water rate in dollars per acre-foot which will be charged for water to be delivered in the next succeeding year. At this time, the Agency shall make available to the Consumers the estimated water rates in dollars per acre-foot to be charged for water to be delivered in the second and third succeeding years.

Article 14. Excess Lands

The provisions of Article 30 of the Master contract to the extent applicable shall be binding upon Consumer, and Consumer agrees to obtain and furnish to the Agency such certifications and information as are required to be furnished by the Agency to the State of California by said Article 30.



Article 15. Default

In the event of default by the Consumer in payment to the Agency of any money required to be paid hereunder and pursuant to the Rules and Regulations, the Agency may in its discretion, and in accordance with the Rules and Regulations, suspend delivery of water to the Consumer during the period that the latter is delinquent in its payments.

Article 16. Interest on Overdue Payments.

Upon each charge to be paid by the Consumer to the Agency pursuant to this Agreement which shall remain unpaid after the same shall have become due and payable, interest shall accrue at the rate of one-half of one percent (1/2%) per month of the amount of such delinquent payment from and after the date when the same becomes due until paid, and the Consumer hereby agrees to pay such interest. In no event shall such interest be compounded.

Article 17. Changes in Organization of Consumer

The Consumer will furnish the Agency with maps showing the territorial limits of the Consumer and the service area or areas of its water distribution system. Throughout the term of this Agreement, the Consumer will promptly notify the Agency of any changes, either by inclusion or exclusion, in said territorial limits and service area or areas. Consumer agrees to conform to the requirement of Article 15(a) of the Master Contract that any water wholly or partly delivered by the Agency to Consumer will not be delivered outside of the territorial boundaries of the Agency without written consent having first been obtained.

Article 18. Remedies Not Exclusive

Remedies provided in this Agreement for enforcement of its terms are intended and shall be construed as cumulative rather than exclusive and shall not be deemed to deprive the party using the same from also using any other remedies provided by this Agreement or by law.

Article 19. Amendments

This Agreement may be amended or supplemented at any time by mutual written agreement of the parties in any manner that may be consistent with the applicable law. In amending or supplementing this Agreement, however, the Agency will bear in mind that substantial uniformity of Agreements between the various Consumers of the Agency is thought to be desirable as to the main contracting concepts and principles that are to be used and therefore will attempt to maintain uniformity between the various Consumers' Agreements in such respects.

Article 20. Opinions and Determinations

Where the terms of this Agreement provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable. In the event legal action is brought to enforce or determine the rights of either party under this agreement, the prevailing party in such action shall be entitled to court costs and reasonable attorney's fees.

Article 21. Waiver of Rights

Any waiver at any time by either party hereto of its rights with respect to a breach or default, or any other matter arising in connection with this Agreement shall not be deemed to be a waiver with respect to any other breach, default or matter.

Article 22. Notices

All notices that are required either expressly or by implication to be given by any party to the other under this Agreement shall be signed for the Agency and for the Consumer by such officers and persons as they may, from time to time, authorize in writing to so act. All such notices shall be deemed to have been given and delivered if delivered personally or if enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail. Unless and until formally notified otherwise, all notices shall be addressed to the parties at their addresses as shown on the signature page of this Agreement.



Article 23. Assignment

The provisions of this Agreement shall apply to and bind the successors and assigns of the respective parties, but no assignment or transfer of this Agreement, nor any part hereof nor interest herein by the Consumer shall be valid until and unless approved by the Agency, except an assignment to an affiliate of the Consumer, or to a party or parties, which by merger, consolidation, dissolution, purchase or otherwise, shall succeed to substantially all of the assets and business of the Consumer. Affiliate, as used herein, shall mean a corporation that directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, the assigning party.

Article 24. Inspection of Books and Records

The proper officers or agents of the Consumer shall have full and free access at all reasonable times to the account books and official records of the Agency insofar as the same pertain to the matters and things provided for in this Agreement, with the right at any time during office hours to make copies thereof at the Consumer's expense, and the proper representatives of the Agency and designated personnel and agents shall have similar rights in respect to the account books and records of the Consumer.

Article 25. Validation

At any time after the execution of this Agreement, either party may if it so desires submit this Agreement to a Court of competent jurisdiction for a determination of its validity, and whichever party elects to follow such a procedure the other party agrees to cooperate therein to any extent that may be necessary or advisable and that shall be requested by the plaintiff. The plaintiff shall bear the costs and attorneys' fees incurred in such a proceeding.

Article 26. Uniformity of Provisions

It is intended by the parties that this Agreement shall be uniform as to form and content as between the Agency and the various Consumers entering into this Agreement with the Agency and for this reason any subsequent amendments and supplements hereof that may be entered into that will substantially affect the interests of Agency's Consumers generally in the Agency's opinion shall as provided in Article 19 hereof be made available to all Consumers entering into this Agreement with the Agency on an equal basis.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

Approved as to Form and  
Sufficiency

By: 

Attorney for Agency

ATTEST:

By: 

Secretary

Antelope Valley-East Kern  
Water Agency

Approved as to Form and  
Sufficiency

By: 

Attorney for Consumer

ATTEST:

By: 

Secretary

ANTELOPE VALLEY-EAST KERN  
WATER AGENCY  
554 West Lancaster Boulevard  
Lancaster, California 93534  
(805) 942-8439

By: 

President

ROSAMOND COMMUNITY SERVICES DISTRICT  
A Public Agency  
2707 Dixie Street  
P. O. Box H  
Rosamond, California 93560  
(805) 256-2325

By: 

President

ANTELOPE VALLEY - EAST KERN WATER AGENCY

SCHEDULE NO. 1

REQUESTED 5-YEAR WATER DELIVERY  
for

Rosamond Community Services District  
(Name of Consumer)

\_\_\_\_\_  
(Service Connection)

(Acre-Feet per Month)

Sheet \_\_\_\_\_ of \_\_\_\_\_

	1971	1972	1973	1974	1975
January					
February					
March					
April					
May					
June					
July					
August					
September					
October					
November					
December					
TOTAL					

Submitted by \_\_\_\_\_  
(Name) (Title) (Date)

FOR Approved: (Initial Year Only)

AGENCY \_\_\_\_\_ As submitted above  
USE \_\_\_\_\_ As amended above (General Manager) (Date)

1 **PROOF OF SERVICE**

2 **ANTELOPE VALLEY GROUNDWATER CASES**

Judicial Council Coordination, Proceeding No. 4408

3 Santa Clara Case No. 1-05-CV 049053

4 Assigned to the Honorable Jack Komar

5 Los Angeles County Superior Court, Central, Dept. 1

6 I am a resident of the State of California, over 18 years of age and not a party to this action. I  
7 am employed in the County of Orange, State of California. My business address is 650 Town Center  
8 Drive, Suite 550, Costa Mesa, California 92626.

9 On December 27, 2013, I served the within document(s):

10 **DECLARATION OF STEVE A. PEREZ IN SUPPORT OF PUBLIC WATER SUPPLIERS'  
11 OPPOSITION TO ANTELOPE VALLEY-EAST KERN WATER AGENCY'S MOTION  
12 FOR SUMMARY ADJUDICATION**

13 ☒ by posting the document(s) listed above to the website <http://www.scefilings.org>, a  
14 dedicated link to the Antelope Valley Groundwater Cases; Santa Clara Case  
15 No. 1-05-CV 049053, Assigned to the Honorable Jack Komar, said document(s) is  
16 electronically served/distributed therewith.

17 ☐ By transmitting via e-mail the document(s) listed above to the e-mail address(es) and/or  
18 fax number(s) set forth below on this date.

19 ☐ by placing the document(s) listed above in a sealed Overnight Express envelope/package for  
20 overnight delivery at Costa Mesa, California addressed as set forth below.

21 ☐ by causing personal delivery by Nationwide Legal of the document(s) listed above, to the  
22 person(s) at the address(es) set forth below.

23 I am readily familiar with Murphy & Evertz, LLP's practice for collecting and processing  
24 correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service  
25 on the same day that the correspondence is placed for collection and mailing, it is deposited in the  
26 ordinary course of business with the United States Postal Service, in a sealed envelope with postage  
27 fully prepaid.

28 I declare under penalty of perjury under the laws of the State of California that the foregoing is  
true and correct.

Executed on December 27, 2013, at Costa Mesa, California.

25   
26 \_\_\_\_\_  
27 Stephanie Pattis