

**RULES AND REGULATIONS**  
**OF THE**  
**WARREN VALLEY BASIN WATERMASTER**

Approved by  
Warren Valley Basin Watermaster  
on  
April 20, 1995

Approved by  
San Bernardino County Superior Court  
January 11, 1996

Revised by  
Warren Valley Basin Watermaster  
September 26, 1996  
September 25, 1997  
June 25, 1998  
June 24, 1998  
June 25, 1999  
September 28, 2000  
June 21, 2001  
July 11, 2002  
July 9, 2003  
July 14, 2004  
June 21, 2012  
May 24, 2017  
December 15, 2020  
October 19, 2022

**TABLE OF CONTENTS**

	<b>Page</b>
<b>1. Watermaster Offices .....</b>	<b>1</b>
<b>2. Availability of Records for Inspection and Review .....</b>	<b>1</b>
<b>3. Organization of Watermaster .....</b>	<b>1</b>
A. Composition .....	1
B. Officers/Secretary .....	1
C. Filling a Vacancy on Watermaster Board .....	1
D. Filling a Vacancy in the Office of Watermaster Executive Secretary .....	1
<b>4. Non-Voting Directors of the Watermaster .....</b>	<b>2</b>
<b>5. Watermaster Advisory Committee .....</b>	<b>2</b>
<b>6. Meetings of Watermaster .....</b>	<b>2</b>
A. Notices .....	2
B. Schedule .....	2
C. Special Meetings .....	2
D. Workshops .....	2
E. Agenda for Watermaster Meetings .....	2
F. Quorum of Watermaster, Necessary Votes for Action and Roll Call of Votes .....	3
G. Conduct of Meetings .....	3
H. Adjournment .....	3
I. Minutes .....	3
J. Watermaster Action Subject to Court Review .....	3
K. Director Compensation .....	3
<b>7. Budget .....</b>	<b>3</b>
A. Preparation .....	3
B. Services Reimbursement .....	4
<b>8. Assessments .....</b>	<b>4</b>
<b>9. Water Measuring Procedures/Devices/Testing .....</b>	<b>4</b>
A. Water Production and Level Measurements .....	4
B. Wells .....	5
C. Calibrated Test Equipment .....	5
D. Repair or Replacement of Inaccurate Meters .....	5
E. Interim Meter Tests .....	5
F. Watermaster Approved Meter Testers .....	5

## TABLE OF CONTENTS

(continued)

	Page
G. Meter Seal by Watermaster and Notification of Meter Maintenance.....	5
H. Estimation of Production Due to Meter Maintenance.....	6
I. Reports to Watermaster.....	6
J. Water Level Measurement Capability.....	6
K. Additional Minimal Producer Requirements.....	6
<b>10. Water Wells .....</b>	<b>6</b>
A. New Drilling.....	6
B. Abandoning .....	6
C. Inactive and Refurbishing .....	6
D. Compliance with other Regulations .....	6
<b>11. Monitoring/Control of Water Levels .....</b>	<b>7</b>
A. Measurements.....	7
B. Review and Evaluation.....	7
<b>12. Water Conservation.....</b>	<b>7</b>
A. Water Use Prohibitions and Restrictions.....	7
B. Watering.....	7
<b>13. Water Quality Protection Plan .....</b>	<b>8</b>
A. Content .....	8
<b>14. Annual Report.....</b>	<b>8</b>
A. Preparation .....	8
B. Content .....	8
C. Distribution.....	9
D. Schedule .....	9
<b>15. Implementing and Amending Basin Management Plan.....</b>	<b>9</b>
A. Implementation.....	9
B. Amendment .....	9
C. Distribution.....	9
<b>16. Rules for Storage Agreements .....</b>	<b>9</b>
A. Application for Storage Agreements .....	9
<b>17. Exchanges, Purchases, Transfers, Sales, Leases of Water .....</b>	<b>10</b>
<b>18. Intervention of Unnamed Producers into Judgment.....</b>	<b>10</b>
<b>19. Replenishment Fees .....</b>	<b>11</b>

**TABLE OF CONTENTS**  
(continued)

		Page
20.	<b>Excess Production</b> .....	11
21.	<b>Well Permits</b> .....	11
22.	<b>Ongoing Unauthorized Production</b> .....	11
23.	<b>Pre-1977 Pumping</b> .....	12
24.	<b>Miscellaneous</b> .....	12
	<b>A. Identity of Original Minimal Producers and Successors</b> .....	12
	<b>B. HDWD Boundaries</b> .....	12
25.	<b>Definition of Terms</b> .....	12
	<b>A. Abandoned well</b> .....	12
	<b>B. Active well</b> .....	12
	<b>C. Additional Minimal Producer</b> .....	12
	<b>D. Appropriator</b> .....	12
	<b>E. Brown Act</b> .....	12
	<b>F. Court</b> .....	12
	<b>G. Inactive well</b> .....	13
	<b>H. Intervener</b> .....	13
	<b>I. Judgment</b> .....	13
	<b>J. Lease</b> .....	13
	<b>K. Major Producer</b> .....	13
	<b>L. Minimal Producer</b> .....	13
	<b>M. Modified Robert’s Rules</b> .....Error! Bookmark not defined.	
	<b>N. Monitoring well</b> .....	13
	<b>O. Operating Safe Yield</b> .....Error! Bookmark not defined.	
	<b>P. Overlying User</b> .....	13
	<b>Q. Party</b> .....	13
	<b>R. Public Records Act</b> .....	13
	<b>S. Producer</b> .....	13
	<b>T. Staff</b> .....	13
	<b>U. Sub-basin</b> .....	13
	<b>V. Supplemental water</b> .....	14
	<b>W. Test well</b> .....	14

**TABLE OF CONTENTS**  
(continued)

	<b>Page</b>
<b>X. Warren Valley Basin.....</b>	<b>14</b>
<b>Y. Warren Valley Basin Management Plan .....</b>	<b>14</b>
<b>Z. Water Year .....</b>	<b>14</b>

## **1. Watermaster Offices**

Watermaster's offices and records shall be maintained at:

Warren Valley Basin Watermaster  
c/o Hi-Desert Water District  
55439 29 Palms Hwy.  
Yucca Valley, CA 92284-2503  
Telephone 760.365.8333; Telefax 760.365.0599

## **2. Availability of Records for Inspection and Review**

Records are available for inspection by any Party and by the public during regular business hours. Copies of records may be acquired upon payment of duplication costs. The Watermaster will comply with the provisions for inspection of public records under the California Public Records Act, California Government Code Section 6250, et seq. (Public Records Act).

## **3. Organization of Watermaster**

A. Composition – The Watermaster is, by Court-direction, composed of five voting Directors, who are concurrent Directors of the Hi-Desert Water District (District or HDWD), and up to three non-voting Directors who are appointed by the Court. The Court appoints non-voting Directors if recommended to the Court by the following entities: Hawk's Landing Golf Course (one), Joshua Tree Retreat Center (one), and the Minimal Producers (one). Also, by Court-direction, the Watermaster Board shall act as an impartial body to carry out the provisions of the Judgment and subsequent Court orders.

The terms of the voting directors shall be concurrent with the HDWD Board terms. Terms of the non-voting Directors shall be indefinite unless a Director resigns or is replaced at the discretion of the Parties (or their successors) who recommended them to the Court, subject to Court approval.

B. Officers/Secretary – The President and Vice-President of the HDWD Board shall also serve in these Watermaster office positions. The General Manager of the HDWD shall serve as the Watermaster Executive Secretary.

C. Filling a Vacancy on Watermaster Board - A vacancy of a voting member will be filled by replacement of the HDWD member, in accordance with HDWD procedures. A vacancy of a non-voting member shall be filled by the Party who recommended the member to the Court. Replacement of non-voting member is subject to approval by the Court.

D. Filling a Vacancy in the Office of Watermaster Executive Secretary - A vacancy in the office of the Watermaster Executive Secretary shall be filled by replacement of the General Manager of the HDWD, in accordance with HDWD procedures.

#### **4. Non-Voting Directors of the Watermaster**

To ensure that the opinions and concerns of the non-voting members of the Watermaster Board are taken into consideration, a non-voting Director unable to attend a scheduled meeting may, at his or her option, file a written report for the record and Watermaster Board consideration.

#### **5. Watermaster Advisory Committee**

The Watermaster Advisory Committee is a committee formed to serve as a local citizens “watchdog” regarding Watermaster operation. The committee is comprised of the same members as the HDWD Public Advisory Committee.

Committee tasks include keeping abreast of water supply and demand problems and the status of the Warren Valley Basin and recommending possible solutions or other actions to the Watermaster. The Committee may make recommendations regarding amendments to Watermaster Rules and Regulations to the Watermaster for its consideration.

A Chair, Vice-Chair and Secretary of the Committee shall be elected by majority vote of the Committee members from time to time. The Committee shall meet as-needed, unless otherwise decided by majority vote of the Committee members, at a time and place agreed to by Committee members. An agenda will be prepared for each meeting by the HDWD in consultation with the Chair or the Chair’s delegate. Meetings will be conducted by the Chair or, in the Chair’s absence, the Vice-Chair. Minutes of each meeting will be taken by the Committee Secretary or delegate. A majority of Committee members will be present at a meeting to constitute a quorum.

#### **6. Meetings of Watermaster**

A. Notices – Meetings of the Watermaster will be noticed and conducted in accordance with the Brown Act.

B. Schedule – Regular meetings of the Watermaster will be held at least two times per year on days set by the Watermaster. Meetings will be held in the HDWD boardroom unless Directors and public are notified otherwise

C. Special Meetings – Special meetings of the Watermaster may be called at any time by the President or three members of the voting Watermaster Board, by written notice to the Watermaster Board of Directors and posted in accordance with the Brown Act. The notice shall specify the time and place of the Special Meeting and the business to be transacted. No other business shall be considered at such meetings.

D. Workshops – Workshops will be conducted on an as needed basis and notice shall be posted in accordance with the Brown Act.

E. Agenda for Watermaster Meetings – The agenda shall be prepared by the Watermaster Executive Secretary. Action items and items for discussion shall be identified on the agenda. Any person requesting that a matter be considered by Watermaster for action shall, at

least seven (7) calendar days prior to the meeting, request the Watermaster's Executive Secretary in writing that the matter be included on the agenda of the next scheduled meeting.

F. Quorum of Watermaster, Necessary Votes for Action and Roll Call of Votes – Three voting members of the Watermaster shall constitute a quorum for the transaction of its affairs. Action by the affirmative vote of three voting Board members shall constitute action by the Watermaster.

G. Conduct of Meetings – The conduct of Watermaster meetings shall follow the same rules of order as those established by the Board of Directors of the HDWD for its meetings.

H. Adjournment – Any meeting of Watermaster may be adjourned to a time and place specified in the Order of Adjournment. A copy of the Order or Notice of Adjournment shall be posted in accordance with the Brown Act.

I. Minutes – Minutes of all Watermaster meetings and workshops will be kept and will be made available to the public for inspection and copying upon request.

J. Watermaster Action Subject to Court Review – It is contemplated that Watermaster will exercise discretion in carrying out its responsibilities under the Judgment. Any action, decision, rule or regulation of the Watermaster, which may be adopted and authorized by resolution, shall be subject to review by the Court on the Court's own motion or on timely motion for an Order to Show Cause by any Party. The following actions are ministerial in nature and are not subject to Court review:

(i) Inspection, testing, installation or repair of flow meters, sounding devices or any other instrument required for monitoring the Warren Valley Basin.

(ii) Activities necessary to inspect, monitor, and test wells owned and operated by any Party or producer of groundwater within the Warren Valley Basin.

(iii) Activities necessary to access any documentation or other records relating to water quality or monitoring of Warren Valley Basin status.

(iv) Authorizing expenditures up to ten percent (10%) over approved budget.

K. Director Compensation – Each voting and non-voting director will be compensated for each day of service at all regular, special or emergency meetings of the Watermaster Board of Directors, meetings of committees established by the Watermaster Board or for which assignments have been made by the Watermaster Board or its President or requested by the Secretary, and such service shall be deemed to be at the request of the Watermaster Board. The amount of compensation shall be consistent with the effective rate of compensation for the HDWD Board of Directors at the time of said meeting.

## **7. Budget**

A. Preparation – The Watermaster Board shall approve a General Budget for each fiscal year commencing July 1. A Tentative Budget shall be mailed to Joshua Tree Retreat

Center, HDWD , and Hawk’s Landing Golf Course no less than fourteen (14) calendar days prior to adoption. If any person or entity required to pay an assessment objects to the Tentative Budget, it must do so in writing to the Watermaster Board. If no such objection is received and upon approval of the Watermaster Board, the Tentative General Budget becomes the Adopted General Budget and shall be submitted to the Court with the Annual Report each year.

B. Services Reimbursement – The Watermaster does not have the personnel necessary to carry out its obligations under the Judgment. Historically, the HDWD has provided staff and services to the Watermaster. The Watermaster shall reimburse the HDWD for any staff, services, and associated costs provided at the direction of Watermaster. Watermaster may enter into service agreements with the HDWD and others for the provision of services necessary to carry out Watermaster’s obligations under the Judgment.

## **8. Assessments**

Production Assessments – In accordance with the Order on Motion to Amend Production Assessment (Fiscal Year 1995/1996 and following years) entered by the Superior Court on February 17, 1995, as that Order may be subsequently amended or superseded, the Watermaster shall levy against each Party that is a Major Producer, a production assessment in the following amounts:

(1) Fifteen dollars (\$15.00) per acre-foot of production as set forth in Part I-B (paragraphs 11 through 13 of the Judgment).

(2) An assessment to be levied on production in excess of a Party’s production rights as set forth in Part II-B (paragraphs 11 through 13) of the Judgment, in addition to the assessments provided for in subparagraphs 1 and 2 above. This supplemental production assessment shall be in an amount sufficient to fund all projected Watermaster expenditures, set forth in each Annual Watermaster budget, that exceed the total revenues from the assessments provided for in subparagraphs 1 and 2 above. If no Party produces groundwater in excess of its production right, then any shortfall in funding the Annual Watermaster budget will be paid by the HDWD as long as the HDWD’s Board of Directors comprises the Watermaster’s voting Directors.

(3) Assessments shall be payable upon receipt of billing from Watermaster, and shall be delinquent and subject to a one and one-half (1 1/2%) percent per month interest charge on unpaid balance from and after thirty (30) calendar days of such billing from Watermaster, plus costs of collection (including any attorney and Court costs).

## **9. Water Measuring Procedures/Devices/Testing**

A. Water Production and Level Measurements – Parties producing in excess of one (1) acre-foot per year from the Warren Valley Basin are considered Major Producers, and are required to install and maintain in good operating condition, at the cost of the Major Producer, water measuring devices or meters as required by the Watermaster. The Watermaster may, from time to time, inspect and test the water meters. Upon testing, the meters shall be sealed by the Watermaster, or its designated agent, and are to remain so sealed. At least every two years,

Major Producers must arrange for a Southern California Edison efficiency test on pumps and related flow meters performed, and submit the results to the Watermaster.

B. Wells – Water wells of Major Producers shall be equipped with a positive displacement, velocity impeller, Venturi or orifice-type meter with a totalizer. The totalizer shall be correctable only by changing mechanical gear equipment. The meter shall be accessible and installed according to good design practices. Watermaster or its agent shall assist any Major Producer having any question as to installation requirements.

C. Calibrated Test Equipment – Watermaster or its approved meter tester shall maintain a complete line of carefully calibrated test equipment. This equipment is the standard with which all water meters shall be compared.

D. Repair or Replacement of Inaccurate Meters – Defective or inaccurate meters shall be repaired within thirty (30) calendar days after receipt of notice from Watermaster. The tolerance standard for each meter shall be that of the American Water Works Association (AWWA). If the defective or inaccurate meter is not repaired within the prescribed time limit, then the violator will be provided notification to appear before the Watermaster to discuss remedy. In the event the violator and the Watermaster cannot reach a mutually agreeable solution within forty-five (45) calendar days after, the Watermaster shall have the authority to enter onto the violator's property to repair or replace the defective or inaccurate meter. All costs incurred by the Watermaster shall be billed and collected from the violator within fifteen (15) calendar days after receipt of the Watermaster's bill for such costs.

E. Interim Meter Tests – Should a Party, or any of its agents, lessees, or assigns, discover that the meter which measures the water production from the Party's well is measuring inaccurately, the Party must immediately notify the Watermaster of the problem, and have the meter repaired within thirty (30) calendar days after discovery of the problem. Upon completion of such repair, said repaired meter shall be tested and sealed by any meter tester authorized by Watermaster, as provided in section 9 F of these rules and regulations. Results of such meter tests shall be furnished to Watermaster within ten (10) calendar days after testing.

F. Watermaster Approved Meter Testers – Persons, firms or corporations in the business of repairing and/or testing water measuring devices, must be approved by Watermaster to test and seal meters on behalf of Watermaster, by submitting their qualifications to Watermaster, and obtaining Watermaster's approval to do so. The Watermaster shall maintain a list including the name, address and telephone number of all such Watermaster-approved meter testers and shall make the list available at the office of Watermaster.

G. Meter Seal by Watermaster and Notification of Meter Maintenance – At the completion of all meter tests, the seal of Watermaster or its designated meter tester shall be placed on the meter, if the meter test demonstrates that the meter meets the AWWA accuracy standards. The Party responsible for maintaining the meter shall notify the Watermaster in writing within seven (7) calendar days after the Party becomes aware that the seal has been broken or if any of the following events occurs: (i) the meter is to be repaired or recalibrated; (ii) there is any other interference affecting the meter or the seal; (iii) the meter is to be relocated even if the seal is still intact; or (iv) a new meter is to be installed.

H. Estimation of Production Due to Meter Maintenance – When production must be estimated due to lack of accurate meter measurements for any reason, the Watermaster or its designee and/or staff must approve the method of estimation. A copy of the estimate calculations shall be supplied to Watermaster.

I. Reports to Watermaster – Annual production reports shall be filed with the Watermaster by Parties who are Major Producers no later than September 15 of each year. Such reports shall be filed using a groundwater production form provided by the Watermaster and shall include all information requested on the form.

J. Water Level Measurement Capability – Each active and inactive well, including test or monitoring wells, in the Warren Valley Basin other than wells classified as minimal producers, shall be measured with a water level measurement capability approved by Watermaster.

K. Minimal Producer Metering Requirements – All Additional Minimal Producers shall be required to install meters on their wells as required for Major Producers under this Section as a condition of pumping and intervention. An Original Minimal Producer is not required to install a meter on their well(s) to the extent they are pumping within and up to their adjudicated amount under the Judgment. Any meter installed shall be approved by the Watermaster. Watermaster prefers that meters contain telemetry capability so that they can be read remotely. Watermaster and Minimal Producers required to install a meter shall work together to ensure that installed meters continue to function correctly over time. To the extent any Minimal Producer does not yet have a meter on its well(s), such producers shall provide an annual report, using the form indicated in Section 9(I), to the Watermaster not later than March 1 each year describing the volume of water produced by each of its wells by month during the prior calendar year and the method by which the Minimal Producer has made that determination. Nothing in this provision prevents the Watermaster Board from requiring, in the future, that all wells in the Basin be metered.

## **10. Water Wells**

A. New Drilling – The drilling of new wells in the Warren Valley Basin, including replacement wells, is subject to these Rules and Regulations.

B. Abandoning – Abandoned Wells shall be filled and capped per code by the Party owning these wells, after Watermaster approval. Wells that are not or have not been properly abandoned shall be reported to the County of San Bernardino.

C. Inactive and Refurbishing – Parties must notify the Executive Secretary prior to initiating well refurbishing, including any change of physical characteristics of well or the related monitoring devices.

D. Compliance with other Regulations – Any person who owns an existing operating or operational well, or later constructs any such well, within the legal service boundaries of the HDWD must comply with the rules and regulations of the HDWD as they may be amended from time to time.

## **11. Monitoring/Control of Water Levels**

A. Measurements – Measurements and monitoring of water levels will be undertaken by Watermaster’s agent in accordance with a monitoring plan approved by the Watermaster. Measurements are to be made on a quarterly basis, the first week in January, April, July and October, within a five (5) calendar day period, with production wells being shut down for a period of twenty-four (24) hours prior to the measurement.

B. Review and Evaluation – The Watermaster’s designee shall review and evaluate the level data, related extraction and recharge data. Associated recommendations shall be presented to the Watermaster. Any required action shall be provided or directed by Watermaster at the meeting.

## **12. Water Conservation**

The unreasonable use or the waste of water extracted from the Warren Valley Basin is prohibited. The following prohibitions and restrictions shall apply to those Parties not subject to conservation measures established by the HDWD and/or the Town of Yucca Valley.

### A. Water Use Prohibitions and Restrictions

(i) No hose washing of sidewalks, walkways, driveways, parking areas, patios, porches or verandas, or any hardscape, unless required by a regulatory agency for health or safety reasons.

(ii) No water shall be used to clean, fill, operate or maintain levels in decorative fountains, unless such water is part of a recirculation system.

(iii) No person shall knowingly permit water to leak within his/her premises.

(iv) Water shall be allowed for construction purposes, including but not limited to debrushing of vacant land, compaction of fills and pads, trench backfill and other construction uses, but shall be used in an efficient manner and not result in run-off.

(v) Water extracted from the Warren Valley Basin shall not be used to maintain dirt roads without prior application to and consent of the Watermaster.

(vi) Non-commercial washing of privately owned vehicles, trailers, motor homes, busses or boats will not be permitted except from a bucket and a hose equipped with an automatic shut-off nozzle, which may be used for rinsing.

(vii) No use of water for any purpose, except as provided herein, which results in flooding or run-off onto hardscape, driveways, streets adjacent lands or into gutters, is permitted.

B. Watering – Water extracted from the Warren Valley Basin for the purpose of irrigation shall be used in an efficient manner. Conservation measures to maximize watering efficiency shall be adhered to as determined by the Watermaster. Over-watering shall be

considered an unreasonable use of water resources and is prohibited. Weather conditions must be considered prior to irrigating since conditions may significantly affect the irrigation efficiency and possibly result in water waste.

### **13. Water Quality Protection Plan**

A. Content – Watermaster shall maintain a Warren Valley Basin-wide water quality protection plan. All producers of water for public consumption shall test their water supplies, wells and supplemental water, at the expense of producer, for potability in accordance with applicable requirements of the State Department of Health Services (DOHS) and San Bernardino Department of Environmental Health Services (DEHS) requirements.

(i) Active Wells – Each producing well (other than those of Minimal Producers) shall be monitored by the Party for nitrates and total dissolved solids (TDS) every six (6) months and test data shall be provided to Watermaster within ten (10) calendar days after testing. Watermaster’s designee and/or staff will prepare trend graphs for each well showing cumulative changes of these contaminants in each well over time using semi-annual data points and make recommendations to the Watermaster.

(ii) Inactive Wells – A semi-annual monitoring program for selected inactive wells which have not been abandoned in accordance with the applicable County codes shall be conducted by the well owner where such wells have been determined by the Watermaster’s designee to be a potential source of contamination. Nitrate and TDS content in the water table shall be tested on those wells, which are located in areas of possible contamination (within five hundred (500) feet of septic tank systems, or other possible contaminating sources). These wells may require special Watermaster-approved contamination monitoring devices, which shall be the responsibility of the owning Party to provide. Data shall be provided to Watermaster within ten (10) calendar days after testing. Watermaster’s Designee and/or staff shall prepare trend graphs for each well showing cumulative changes of these contaminants in each well over time using semi-annual data points, and make recommendations for consideration by Watermaster Board.

(iii) Monitoring and Test Wells – Monitoring and test wells shall be monitored every six (6) months for Nitrates and TDS, unless Watermaster is shown by the Party owning these wells that their location is not susceptible to contamination, or that they are constructed such that they are not susceptible to contamination. The owning Party shall be responsible for providing any Watermaster-approved contamination monitoring devices required. Data shall be provided to Watermaster within ten (10) calendar days after testing. Watermaster’s designee and/or staff shall prepare trend graphs for each well showing cumulative changes of these contaminants in each well over time using data points collected twice a year and make recommendations to Watermaster Board.

### **14. Annual Report**

A. Preparation – An annual report shall be prepared by the Watermaster or its designee on water supply conditions in the Warren Valley Basin.

B. Content – The report shall include an analysis of the Warren Valley Basin-wide water supply conditions, showing total extractions from the Warren Valley Basin for the past

Water Year, ending September 30, water table trends over at least the last seven (7) years in selected wells in each sub-basin, and the quantity of supplemental water used by producers directly and for recharge. The estimated amount of water in storage shall also be shown.

C. Distribution – A copy of the approved report shall be provided to the Court, to each Director, to the Watermaster Advisory Committee Chair, and to each Party requesting same.

D. Schedule – The report shall be prepared in draft form and submitted to the Watermaster Board for review. The final version of the report shall be approved by Watermaster and submitted to the Court, Directors, the Watermaster Advisory Committee Chair, and the requesting Parties no later than December 31 of each year.

### **15. Implementing and Amending Basin Management Plan**

A. Implementation – Tasks included in the Warren Valley Basin Management Plan and addendum selected for implementation by Watermaster shall be included in the annual budget.

B. Amendment – Any amendments to the tasks defined in the Warren Valley Basin Management Plan shall be as defined in the policy directives approved by the Watermaster Board and included as an addendum of the Warren Valley Basin Management Plan.

C. Distribution – Any amendments to the Warren Valley Basin Management Plan, including policy directives, shall be distributed to each Watermaster Board member. A copy of the Warren Valley Basin Management Plan, including all amendments, shall be available at the offices of the Watermaster for inspection and copying by any Party and by the public during regular business hours.

### **16. Rules for Storage Agreements**

A. Application for Storage Agreements – Any person or entity desiring to store Supplemental Water within the Warren Valley Basin for subsequent recovery and use or for credit against replenishment obligations shall first enter into a Storage Agreement with HDWD or Watermaster in accordance with the following considerations:

(i) In accordance with the Appellate Court’s decision in Hi-Desert County Water District v. Blue Skies Country Club, Inc. (23 Cal.App.4th 1723, 28 Cal.Rptr.2d 909 (1994)), the HDWD shall have the exclusive right to negotiate and enter into storage agreements and other transactions for the purchase of supplemental water during periods when the HDWD is the only Party financially responsible for Supplemental Water. During periods when production by Overlying Users exceeds their respective water right entitlements as set forth in the Judgment, or when production by Overlying Users cumulatively exceeds the safe yield of the Warren Valley Basin, then the Watermaster shall have the exclusive right to negotiate and enter into storage agreements and other transactions for the purchase of Supplemental Water.

(ii) No Storage Agreement shall be implemented unless the Watermaster first determines that the existing rights to extract water from the Warren Valley Basin are adequately

protected, the available storage capacity is protected, the Warren Valley Basin itself is protected, no surface land uses are disrupted or adversely impacted, and the storage and extraction arrangements are consistent with the Warren Valley Basin Management Plan, and with the Judgment.

(iii) No water may be stored through importation and percolation or as the result of in-lieu use of surface supplies unless an application has been made for storage, the Storage Agreement has been approved by the Watermaster pursuant to Section 17(A)(ii) above, and wheeling arrangements have been completed with applicable agencies.

(iv) Third-party entities, which are not Parties to the Judgment, and enter into storage agreements with HDWD or the Watermaster may not intervene as Parties.

(v) Parties who are Overlying Users may not enter into agreements to carry over their unused annual safe yield allocation. Parties who are Appropriators may enter into storage agreements, subject to Watermaster approval, with the Watermaster to carry over their unexercised appropriative rights.

#### **17. Exchanges, Purchases, Transfers, Sales, Leases of Water**

All exchanges, purchases, transfers, sales, and leases of water are subject to Watermaster approval pursuant to the review parameters specified in Section 16(A)(ii) above.

#### **18. Intervention of Unnamed Producers into Judgment**

Any individual or entity now producing or seeking to produce water from the Basin that is not an Original Minimal Producer or a successor in interest to an Original Minimal Producer, including but not limited to those applying for well drilling permits from the County of San Bernardino and Additional Minimal Producers, shall comply with the following requirements:

A. Such individual or entity (“Intervention Applicant”) must apply to intervene in and become a Party to the Judgment through the San Bernardino County Superior Court process. Intervention can be accomplished in one of two ways:

(i) The Intervention Applicant can seek to intervene without the assistance of the Watermaster, using legal counsel (retained at the Intervention Applicant’s expense) or *pro per*. Form intervention paperwork is available from the Watermaster, should the Intervention Applicant desire to review or use such forms.

(ii) No more than once per year, the Watermaster will agree to petition the Court, at no or limited cost to the Intervention Applicant (as determined annually by the Watermaster Board), to allow the intervention of one or more Intervention Applicants. Should an Intervention Applicant desire to use this Watermaster service, the Intervention Applicant will confirm its willingness to do so in writing on a form approved by the Watermaster. Intervention Applicants will provide to Watermaster any and all information about its current or proposed pumping, wells, water use, et al. reasonably requested by Watermaster in order to facilitate intervention. Once the written confirmation and information have been provided, Watermaster will include the applicant, either individually or with other applicants, in an appropriate court

filing to seek to achieve intervention status on behalf of the applicant or applicants. In addition to the written notice of its desire to intervene, the applicant must also execute a conflict waiver, on a form to be provided by the Watermaster, acknowledging that the applicant understands it is intervening in the Judgment, that Watermaster legal counsel is not acting as the attorney for the Intervention Applicant, and that any legal or other conflict of interest associated with the intervention is waived.

B. Watermaster Rules and Regulations/Metering – Both before and after intervention, an Intervention Applicant must agree to fully abide by the Watermaster’s Rules and Regulations and policies.

### **19. Replenishment Fees**

Each Additional Minimal Producer must pay an annual replenishment fee to offset the amount of water it produces from the Basin. The amount of this replenishment fee is based upon the cost absorbed by HDWD to purchase, convey and store imported water in the Basin. On an annual basis, an applicant and any non-exempt Minimal Producer will pay either (1) a replenishment fee for the entire one acre foot maximum allotment to a minimal producer, or (2) for the actual amount of water pumped in the subject year if the well from which the water is pumped is metered and the meter is in good working order. Original Minimal Producers are exempt from payment of this replenishment fee. The Watermaster may also invoice for the fees described in these Rules and Regulations any person or entity whom the Watermaster believes in good faith to be pumping from the Basin, irrespective of whether that person has intervened in the Judgment, so long as that person or entity is not exempt from paying fees under the Judgment.

### **20. Excess Production**

Under the Judgment, production by any Original Minimal Producer or Additional Minimal Producer, or those pumpers still needing to intervene in the Judgment, is limited to a maximum of one (1) acre foot of water per year. In the event the one acre foot allotment is exceeded in any calendar year, or is deemed exceeded by Watermaster using reasonable methods to estimate production in cases where a meter is not being used, the Watermaster may assess penalties for water used above and beyond the one acre foot in an amount per acre foot per Minimal Producer or pumper, as applicable, which is ten times the cost of State Water Project water paid by HDWD in that year or the most recent year in which payment was made. For those who produce over one acre foot of water in any year more than once, Watermaster retains authority to seek Court approval to revoke the Minimal Producer status of such producer.

### **21. Well Permits**

Any person or entity that has applied or applies for a new or replacement well permit with the County of San Bernardino shall not pump from any new or replacement well on its property until it has first intervened in the Judgment. Such person or entity shall also be required to provide a copy of its well permit application(s) to Watermaster staff within five calendar days of submitting such application to the County, as well as proof that it has already intervened or is in the process of intervening in the Judgment.

### **22. Ongoing Unauthorized Production**

Any person or entity that is currently producing water from the Basin but is not a Party shall do so no later than September 30, 2023. That is, such person or entity must secure from the San Bernardino Superior Court a final, signed court order for intervention no later than September 30, 2023.

### **23. Pre-1977 Pumping**

Any pumper who can prove to the Watermaster by clear and convincing evidence that it began pumping water from a well or wells on its real property within the Basin prior to January 1, 1977 may be deemed exempt from the payment of replenishment fees in the sound discretion of the Watermaster Board, provided such pumper: (a) complies with all applicable requirements of the Judgment and the Watermaster Rules and Regulations; (b) intervenes in the Judgment; and (c) does not pump more than one acre foot of water annually.

### **24. Miscellaneous**

A. Identity of Original Minimal Producers and Successors – The Watermaster has in good faith attempted to identify the current legal owners of the parcels of the 16 Original Minimal Producers listed in the Judgment. Nevertheless, to ensure the accuracy of its records, the current owners of any such parcels shall identify themselves in writing to the Watermaster no later than June 30, 2023 and shall describe the size and location of any wells/pumps on their property and any current or future groundwater pumping they have undertaken since 2010 or intend to undertake going forward.

B. HDWD Boundaries – Nothing in these Rules and Regulations exempts any existing or proposed pumper within the jurisdictional boundaries of HDWD from complying with any Watermaster or HDWD policies, rules, regulations requirements applicable within HDWD boundaries.

### **25. Definition of Terms**

A. Abandoned well – A well, which has been abandoned in accordance with the provisions of state, county or local laws and regulations.

B. Active well – Any well used or that could be used without modification to extract groundwater.

C. Additional Minimal Producer – Any Minimal Producer, not including an Original Minimal Producer, who has intervened in the Judgment.

D. Appropriator – Any entity named in Section 12 of the Judgment or succeeding to the interest of any entity named in Section 12 of the Judgment.

E. Brown Act – Ralph M. Brown Act (Brown Act), also known as the Open Meetings Act, California Government Code Section 54950, et seq.

F. Court – The Superior Court of the State of California for the County of San Bernardino exercising continuing jurisdiction pursuant to the Judgment.

- G. Inactive well – Any well that is not in service but is capable of producing water.
- H. Intervention Applicant – As defined in Section 18(A).
- I. Judgment – The adjudication decree of September 16, 1977 in the matter of Hi-Desert Water District v. Yucca Water Company, Ltd., Case Number 172103, San Bernardino, California, whereby HDWD through its Board of Directors was appointed Watermaster to administer the provisions of the Judgment.
- J. Lease – A temporary transfer of water rights by a Party adjudicated to have appropriative rights in the Warren Valley Basin pursuant to the Judgment.
- K. Major Producer – Any producer whose water right and production in the Warren Valley Basin exceeds one (1) acre-foot in any Water Year.
- L. Minimal Producer – Any Party, including their successors and assigns, whose production of water from the Warren Valley Basin is not greater than one (1) acre-foot in any Water Year, regardless of whether they are Original Minimal Producers or Additional Minimal Producers. For purposes of assessments, “Minimal Producer” includes the Joshua Tree Retreat Center along with its successors and assigns, which produces groundwater from the Zone of Transmission and not from the Warren Valley Basin.
- M. Monitoring well – A well drilled for the purpose of monitoring water levels or quality in specific locations of the Warren Valley Basin, or sub-basins.
- N. Original Minimal Producer – One of the 16 original minimal producers listed in the Judgment, including successors in interest, so long as minimal production continues to occur and be used on the lands listed in the Judgment.
- O. Overlying User – Any person or entity named in Section 11 of the Judgment or succeeding to the interest of any person or entity named in Section 11 of the Judgment.
- P. Party – Any person or entity named in the Judgment or subject to the Judgment either through succeeding to the interest of a Party, intervention, stipulation, default, trial or otherwise.
- Q. Public Records Act – California Public Records Act, California Government Code Section 6250, et seq.
- R. Producer – A person or Party who extracts water from the Warren Valley Basin. A person who produces water from the Basin, but has not properly intervened in the Judgment by June 30, 2023 shall be out of compliance with the Judgment.
- S. Staff – The HDWD staff when used to perform Watermaster support functions.
- T. Sub-basin – The sub-basins or hydrogeologic storage units of the Warren Valley Basin, as identified in the report entitled Warren Basin Perennial Yield and Quantity of Groundwater in Storage, dated August 1991.

U. Supplemental water – Nontributary water imported through a responsible agency.

V. Test well – A well drilled for the purpose of evaluating the water-bearing characteristics of the underground soil.

W. Warren Valley Basin – The Warren Valley Basin groundwater aquifer as defined in the Judgment by the adjudicated surface boundaries and extending down to bedrock or non-water producing strata.

X. Warren Valley Basin Management Plan – The Final Draft Report of the Warren Valley Basin Management Plan, dated January 30, 1991, as amended and/or supplemented from time to time.

Y. Water Year – October 1 through September 30 of each year.

Watermaster – The watermaster appointed by the Court to administer the Judgment and manage the water resources of the Warren Valley Basin.