

RESOLUTION NO. R-19-12

ADOPTING A FORM STORAGE AND RECOVERY AGREEMENT AND A FORM ANNUAL WATER STORAGE AND RECOVERY REPORT

WHEREAS, the Antelope Valley Watermaster, formed by the Antelope Valley Groundwater Cases Final Judgment (“Judgment”), Santa Clara Case No. 1-05-CV-049053 signed December 23, 2015, is to administer the Judgment; and

WHEREAS, the Judgment provides that the Watermaster Engineer shall prepare Rules and Regulations relating to Storage Agreements; and

WHEREAS, on June 27, 2018 the Watermaster adopted Resolution 18-16 concerning Rules and Regulations relating to Storage Agreements which Rules and Regulations were then approved by the Court pursuant to its order dated August 9, 2018; and

WHEREAS, a public hearing was held on April 24, 2019 where the Watermaster considered public comment on a form Storage and Recovery Agreement and a form Annual Water Storage and Recovery Report, true and correct copies of which are attached to this Resolution as Exhibit “A”; and

WHEREAS, the Watermaster hereby adopts the forms as found in attached Exhibit “A” and wishes to direct that their contents be incorporated into the Rules and Regulations relating to Storage Agreements which were adopted by the Watermaster pursuant to Resolution 18-16.

NOW THEREFORE BE IT RESOLVED, the Watermaster Board unanimously adopts the form Storage and Recovery Agreement and the form Annual Water Storage and Recovery Report attached hereto as Exhibit “A” and hereby directs that Exhibit “A” be incorporated into the Rules and Regulations relating to Storage Agreements adopted by this Board pursuant to Resolution 18-16 on June 27, 2018 with modifications, if any, as directed by the Board after the public hearing.

I certify that this is a true copy of Resolution No. R-19-12 as passed by the Board of Directors of the Antelope Valley Watermaster at its meeting held April 24, 2019 in Palmdale, California.

Date:

APR. 24, 2019

ATTEST:

Patricia Rose

Patricia Rose – Secretary


Robert Parris, Chairman

ANTELOPE VALLEY WATERMASTER
ANNUAL WATER STORAGE AND RECOVERY REPORT
2018 Calendar Year
Submit by March 1, 2019

Please mail to: Antelope Valley Watermaster, P.O. Box 3025, Quartz Hill, California 93586 OR email to info@avwatermaster.net
Call Watermaster Administrative staff at 661-234-8233 with questions.

Reporting Party: _____

Contact Name: _____

Address: _____

Phone: _____ email: _____

A. Ref Storage Agreement Dated: _____

B. Amount of stored water as of December 31 of prior reporting year in acre-feet _____

C. Source(s) and amounts of all water spread during the reporting year:

1. Source: _____ Acre-Feet _____

2. Source: _____ Acre-Feet _____

3. Source: _____ Acre-Feet _____

4. Source: _____ Acre-Feet _____

D. Total Amount of water spread during the reporting year in acre-feet _____

E. After applying a _____% loss factor, the total amount of water recharged during the reporting period in acre-feet is: _____

F. Total amount of stored water recovered during reporting year in acre-feet _____

G. Total amount of water stored at end of reporting year (B + E - F) in acre-feet _____

H. Total amount of this stored water that was banked for use outside Adjudicated Area in acre-feet _____

I. If water was recovered during the reporting year, state the place, well number, and APN(s), purpose and amount of use, and specify the amounts delivered/used outside of the Adjudicated Area

1. _____

2. _____

J. If stored water was used to satisfy a Replacement Water obligation, state the Producer, place and APN(s), and amount of use

- 1. _____
- 2. _____

K. Other Information (any monitoring data required under the agreement should be attached)

I certify to the best of my knowledge and belief that the information provided on this Report is true and correct.

Signature of Party Representative _____ Date _____

**ANTELOPE VALLEY WATERMASTER
STORAGE AND RECOVERY AGREEMENT**

This Antelope Valley Watermaster Storage and Recovery Agreement (**Agreement**) is made and entered into effective _____, 2019 (**Effective Date**) by and between the Antelope Valley Watermaster (**Watermaster**) and _____ (**Applicant**) pursuant to section 14 of the Judgment and Physical Solution entered December 21, 2015 (**Judgment**).

RECITALS

- A. The Applicant is a Party to the Judgment and identified on _____ [STATE WHERE IDENTIFIED, TYPICALLY WOULD BE EXHIBIT 3 OR EXHIBIT 4].
- B. Section 14 of the Judgment provides that all Parties to the Judgment have the right to store water in the Basin¹ pursuant to a storage agreement with the Watermaster.
- C. Section 14 further provides that storage agreements shall not modify or limit the operation of pre-existing banking projects.
- D. The Applicant is operating a pre-existing banking project on the land depicted in Exhibit A and legally described in Exhibit B, consisting of about _____ gross acres (**Project**). The facilities used for the Project are also shown on Exhibit A.
- E. The Project operation is described in the following documents, which were reviewed by the Watermaster Engineer: [LIST DOCUMENTS]
- F. The Project is [or is NOT] within an area of the Basin that has historically experienced subsidence, or which appears to be susceptible to subsidence.
- G. The Watermaster Engineer has determined, as required in Section 5(e) of the Rules and Regulations, that the Project will not cause Material Injury on any Producer.

¹ All capitalized terms not defined herein shall have the same meaning as set forth in the Judgment.
Approved 04/24/19

H. The Watermaster Engineer has determined, and the parties agree that the Applicant currently has _____ acre feet of water in storage as of the Effective Date. Of that amount, _____ acre-feet of Stored Water can be exported from the Basin.

I. The Applicant desires to enter into a storage agreement with the Watermaster consistent with the Judgment and the Rules and Regulations for Storage Agreements, and subject to the terms and provisions set forth herein.

J. By Watermaster Resolution No. _____, the Watermaster approved and authorized its President to execute this Storage Agreement.

NOW, THEREFORE, the parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct.
2. **Project Losses.** Unrecoverable Project losses, due to evaporation, evapotranspiration, and other factors is estimated at _____% of the total water delivered for recharge and the Applicant shall therefore be entitled to a credit of _____% of the water delivered for recharge as water stored in the Basin and available for recovery.
3. **No Material Injury.** The Applicant shall not operate the Project in a manner that causes a Material Injury upon any Producer.
4. **Metering:** If not already installed as part of a pre-existing banking program, the Applicant shall install a meter or meters at the Applicant's sole expense for the purpose of accurately recording the amount of water delivered for recharge and the amount of water recovered. Meters installations are subject to the approval of the Watermaster Engineer. The meter(s) shall be maintained in good working order and regularly calibrated in accordance with requirements of the Watermaster Engineer.

5. **Recovery.** All stored water shall be recovered from the Project lands using Project facilities as identified in Exhibit A unless a different place of recovery and/or different facilities are authorized in writing by the Watermaster.

6. **Project Operations.** The Project includes limitations on operations as documented in the materials identified in Recital E which may inform the Watermaster Engineer's no Material Injury finding, including [FOLLOWING MAY VARY DEPENDING ON THE SPECIFIC PROJECT]: (1) maximum amount of water to be stored; (2) maximum annual recharge amount; (3) maximum annual recovery amount; (4) any "triggers" on limits for recharge and recovery, like groundwater level impacts at monitoring wells.

7. **Pre- or Post-Delivery of Replacement Water.** Section 14 of the Judgment provides that, pursuant to a Storage Agreement, a Party can provided for pre-delivery or post-delivery of Replacement Water that can be credited to the Party's Replacement Water Obligation at the Party's request. Pre- or Post-Delivery of Replacement Water will be made consistent with the requirements in the storage Rules and Regulations.

8. **Reporting.** On or before [E.g. March 15]_____ of the year following the year in which water is recharged, the Applicant shall file an Annual Storage Agreement Report substantially in the form attached as Exhibit C setting forth the amount of stored water as of January 1 of the reporting year, the amount of new water recharged during the reporting year, the source(s) of all water recharged during the reporting year, the recovery, use or disposition of all water recovered during the reporting year, the location and purpose of use (if any), and any monitoring data required under this agreement.

9. **Special Monitoring Requirements:** The Applicant shall have the following special monitoring requirements to demonstrate that operation of the Project does not cause a Material Injury on any Producer:

a. [LIST AS APPROPRIATE]

10. **Term.** The term of this Agreement shall be perpetual unless terminated by the Applicant on six months' prior written notice, or by order of the Court for good cause.

11. **Successors and Assigns:** This Agreement is binding upon the parties hereto, and their respective heirs, executors, administrators, successors, assigns, lessors and licensees.

12. **Inspection of Records and Facilities.** The Watermaster shall have the right, on reasonable advance written notice, to inspect the Project and related facility and the Applicant's records relating thereto.

13. **Modification of Storage Agreement.** If the Watermaster Engineer determines, based on new information not reasonably available on the Effective Date, that the Project will or may cause Material Injury to a Producer, the Watermaster Engineer shall notify the Applicant to determine whether this Agreement and operation of the Project may be modified to avoid such Material Injury.

WHEREFORE, the parties have executed this Agreement as of the Effective Date.

Dated: _____

Watermaster

By _____
Its President

Dated: _____

Applicant

By _____