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November 13, 2007

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

DEPARTMENT OF PUBLIC WORKS: LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 40, ANTELOPE VALLEY APPROVAL OF WATER SUPPLY ASSESSMENT INDICATING INABILITY TO ASSURE ADEQUATE WATER SUPPLY FOR DOWNTOWN LANCASTER SPECIFIC PLAN (SUPERVISORIAL DISTRICT 5) (3 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY OF THE LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 40, ANTELOPE VALLEY:

1. Approve the Water Supply Assessment for the Downtown Lancaster Specific Plan project in the City of Lancaster. The Water Supply Assessment concludes that the Los Angeles County Waterworks District No. 40, Antelope Valley, is unable to assure adequate water supply for the project due to the inability of the Antelope Valley-East Kern Water Agency, the District's wholesale State Water Project water supplier, to provide assurances to the Los Angeles County Waterworks District No. 40, Antelope Valley, of the availability of State Water Project water for the project.

2. Authorize the Director of Public Works or his designee to sign the Notice of Determination and submit said notice and the Water Supply Assessment to the City of Lancaster.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of these actions is to approve the attached Water Supply Assessment (Assessment) required by California Water Code §10910, et seq., relating to the availability of future water supplies.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs that we provide Service Excellence (Goal 1) by ensuring a reliable supply of water for customers of the Los Angeles County Waterworks District No. 40, Antelope Valley (District).

FISCAL IMPACT/FINANCING

There will be no fiscal impact to the County General Fund.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

California Water Code §10910, et seq., requires the District to prepare an Assessment for projects, which the District may serve that are subject to the California Environmental Quality Act (CEQA) and will result in residential development of more than 500 dwelling units, commercial development of more than 250,000 square feet, or retail development of more than 500,000 square feet. The Assessment must include a discussion with regard to whether the District's total projected water supplies available during normal, single-dry, and multiple-dry water years during a 20-year projection will meet the projected water demand associated with the proposed project, in addition to the District's existing and planned future water uses. Pursuant to California Water Code §10910(g)(1), your Board must approve the Assessment at a regular or special meeting.

The Downtown Lancaster Specific Plan project consists of 3,526 residential dwelling units, 925,000 square feet of retail/service space, and 974,000 square feet of office space and is located within the District's service area. The District has prepared the Assessments for the proposed project in accordance with the requirements of California Water Code §10910, et seq.

In August 2007, the U.S. District Court took action to protect an endangered fish species, the Delta smelt, that might affect water supplies imported into the Antelope Valley from the State Water Project (SWP). Due to the inability of the District's wholesale SWP water supplier, the Antelope Valley-East Kern Water Agency, to provide assurances of the availability of SWP water, the District is unable to conclude in the Assessment that sufficient future water supplies exist for the project.

ENVIRONMENTAL DOCUMENTATION

The District is mandated to submit an Assessment to the City of Lancaster by California Water Code §10910(g)(1). Therefore, the Assessment does not constitute a discretionary approval by the District that would be subject to CEQA. Pursuant to California Water Code §10911(b), the City of Lancaster, as the land-use authority responsible for approving the project in question and the lead agency under CEQA for the proposed project, is required to include the Assessment provided by the District in the environmental impact report that the City is processing for the project.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended action fulfills the legal requirement of the California Water Code §10910, et seq. The current action will not have a negative impact to existing services or planned projects.

CONCLUSION

Please return one adopted copy of this letter to the Department of Public Works, Waterworks Division.

Respectfully submitted,

WILLIAM T FUJIOKA
Chief Executive Officer

WTF:DLW
AA:jtz

Attachment

c: County Counsel

WATER SUPPLY ASSESSMENT

for the
Downtown Lancaster Specific Plan Project

November 13, 2007

Prepared by:

Los Angeles County Waterworks District No. 40, Antelope Valley

SUMMARY

The District's State Water Project (SWP) water contractor, the Antelope Valley-East Kern Water Agency (AVEK), is unable to assure the District of the availability of State Water Project supplies to meet the requirements of Water Code §10910, *et seq*. Based on said uncertainty, the District is currently unable to conclude if sufficient future water supplies are available for this project.

INTRODUCTION

This report is a Water Supply Assessment (Assessment) prepared by the Los Angeles County Waterworks District No. 40, Antelope Valley (District), at the request of the City of Lancaster for the proposed Downtown Lancaster Specific Plan project. Pursuant to California Water Code §10910, *et seq.*, the District has been identified as the public water system that may supply water to the project. In connection with the City of Lancaster's environmental assessment of the project and pursuant to the requirements of California Water Code, the City requested the District to prepare this Assessment to determine whether the District's projected supply will meet the demands for the project in addition to existing and future planned water uses in the District.

An Assessment is required for any project that is subject to the California Environmental Quality Act (CEQA) and proposes commercial development of more than 250,000 square feet of floor space, a retail center with more than 500,000 square feet of floor space, or more than 500 dwelling units. The project is a qualifying project under this definition. No Assessment has been previously prepared for the project that complies with the requirements of California Water Code §10910, *et seq*.

A. Project Description

The proposed project is located in the area generally bounded by Kettering Street, the Union Pacific Railroad line, Milling Street, and 10th Street West in the City of Lancaster. The proposed project site is currently developed and served by the District. The estimated current annual water demand for the project site is 250 acre-feet per year (af/yr). Based on information provided, the 140-acre project site will be redeveloped and, when complete, consist of 925,000 square feet of commercial retail uses, 974,000 square foot of general office uses, and 3,526 single- and multifamily dwelling units. Upon completion, the estimated total water demand for the project site will be approximately 2,240 af/yr based on the information provided by the City of Lancaster or an increase of approximately 1,990 af/yr.

B. Purpose of the Assessment

The purpose of this Assessment is to provide an analysis to the City of Lancaster of whether the District's water system has sufficient projected water supplies to meet the projected demands of the project. Specifically, this Assessment

evaluates whether the total projected water supply for normal, single-dry, and multiple-dry water years over the next 20 years will meet the projected water demand associated with the project in addition to the District's existing and planned water uses, including any agricultural and manufacturing uses. If the water supply is determined to be insufficient, the Assessment must provide plans and measures that are being undertaken for acquiring and developing additional water supplies. This Assessment is required by the California Water Code §10910, *et seq.*, to be included in the Environmental Impact Report prepared for the project pursuant to CEQA.

C. Description of the District

The District is a public water agency that serves portions of the Cities of Lancaster and Palmdale and several small communities in the eastern portion of the Antelope Valley located in the County of Los Angeles. The District's water sources are derived from local groundwater and SWP water from Northern California. SWP water is treated and delivered to the District by the AVEK.

D. Supporting Information

Information from the following documentation has been used in the preparation of this Assessment. The referenced documents are incorporated into this Assessment as if fully set forth herein. Most of these documents are available on the District's website (www.lacwaterworks.org) or can be reproduced by the District for a nominal fee.

- 2005 Integrated Urban Water Management Plan for the Antelope Valley, Los Angeles County Waterworks District No. 40, Rosamond Community Services District, Quartz Hill Water District, County Sanitation Districts of Los Angeles County, December 2005.
- The State Water Project Delivery Reliability Report, California Department of Water Resources, May 2006.
- Antelope Valley Water Resource Study, Kennedy-Jenks Consultants, November 1995.
- Lancaster Subbasin Aquifer Storage and Recovery Demonstration Project Final Report, Los Angeles County Department of Public Works, January 2000.
- Planned Utilization of Water Resources in Antelope Valley, California Department of Water Resources, October 1980.
- Report on existing and projected water demands and source of supply for the Antelope Valley, Los Angeles County Waterworks Districts, March 1991.
- Final Facilities Planning Report, North Los Angeles County Recycled Water Project, Los Angeles County Waterworks Districts, March 2006.

WATER SUPPLY ASSESSMENT

The 2005 Integrated Urban Water Management Plan for the Antelope Valley (IUWMP) is available on the District's website at www.lacwaterworks.org. The additional water demand from the project is consistent with the population and associated water demand projections for the District in the IUWMP. The IUWMP projects a population growth within the District between 2005 and 2020 of 86,300 people (28,200 customers) and a corresponding increase in overall yearly water demand in the District of 33,800 acre-feet The estimated water demand associated with the project was not specifically included in the IUWMP. Since the beginning of 2005, the District has committed to supply water to nearly 30,000 new customers representing a water demand of 36,000 af/yr. Table 2 below summarizes the status and increased water demand associated with these commitments in addition to the water demand associated with the project.

Table 1

	Customers	Water Demand (af/yr)
New customers since January 2005	6,800	8,160
Developments scheduled for construction	3,500	4,200
Developments under construction	420	500
Planned developments accounted for in the IUWMP but not yet under construction	15,600	18,800
Demand from developments with completed Water Supply Assessments	3,800	5,020
New water demand associated with Downtown Lancaster Specific Plan project	N/A	1,990
Totals	***30,120***[1]	***38,670***[1]

1 Although it appears from these numbers that the District is adding customers at a faster pace than what was projected in the IUWMP, many of the planned developments associated with these numbers will not be completed for several more years.

The IUWMP identifies groundwater and imported SWP water as the two existing sources of water to supply the demand for the District. Table 2 below shows the mix of water supplies in acre-feet that the District used to meet demands during the last five years and the District's projected demand for the year 2027.

Table 2

	2002	2003	2004	2005	2006	2027
Groundwater	21,194	16,837	21,348	19,138	12,217	20,000
Imported Water	33,442	37,442	36,231	35,935	46,946	71,753*
Total	54,636	54,279	57,579	55,073	59,163	91,753

*This amount remains uncertain pending further verification of supplies by AVEK.

A. Available Groundwater

The Antelope Valley Groundwater Basin (Basin) is the only local source of supply for the District and is comprised of two aquifers (commonly referred to as the deep aquifer and the principal aquifer). The excerpt from the State of California Department of Water Resources Bulletin 118 that describes the Basin is included as Attachment A.

Pumping of groundwater by all users, collectively, has significantly exceeded the natural recharge to the Basin. In the long term, the Basin cannot sustain current pumping levels. The State of California Department of Water Resources (DWR) has not identified the Basin as overdrafted or projected that the Basin will become overdrafted in its most current bulletin, DWR's Bulletin 118.

The District currently operates 38 active groundwater wells in the Lancaster, Pearland, and Buttes sub-basins of the Basin. Although the Basin is not currently adjudicated, the IUWMP provides a goal for the District to limit pumping to an average of 20,000 af/yr based on an expected groundwater basin management program that would bring extractions back in line with the perennial yield of the Basin. The District pumped between 12,000 and 22,000 af/yr from the Basin in each of the last five years. The District also initiated a full-scale Aquifer Storage Recovery (ASR) project in 2005 to inject and store treated SWP water in the Basin for later use to supplement available water supplies. Since the initiation of this ASR project in 2005, the District has stored 3,000 acre-feet of SWP water in the Basin through the ASR project.

Through its rates paid to AVEK, the District has been contributing to the subsidy of the price of imported water for use by agriculture in-lieu of pumping groundwater. Said in-lieu subsidies are estimated by AVEK to have reduced groundwater extraction by agriculture from the Basin in excess of 400,000 acre-feet.

In 2004, the District filed an action to adjudicate the groundwater rights of the Basin. Within said action, the District has asserted its right to groundwater based on historical extractions. Notwithstanding any determination of water rights in the adjudication, the action is expected to institute a physical solution for groundwater management to prevent long-term overdraft conditions. The physical solution is expected to result in a management program that will include increases in imports of water from outside of the Basin, adoption of water conservation measures, and the increase in the use of recycled water.

B. Available Imported Surface Water

In addition to groundwater, the District must continue its use of imported SWP water purchased from AVEK as a water source for the project. AVEK is a SWP contractor with a Table A amount of 141,400 acre-feet. The Water Service

Agreement between the District and AVEK is included as Attachment B. The IUWMP projects that during average years, between 64,500 and 70,400 af/yr of imported water will be available to the District from AVEK between 2005 and 2030 based on the 2005 Delivery Reliability Report (DRR) published by the State of California Department of Water Resources for the SWP. This report estimates the percentage of Table A water that will be made available to SWP contractors during average, single-dry, and multiple-dry water years.

C. Capital Outlay Program, Permits, and required Regulatory Approvals

The District collects capital improvement and water supply reliability charges from all new developments to mitigate the impacts on the existing water system. These fees are collected upon issuance of a will-serve letter and/or water service. These funds are used to construct the necessary capital improvements to provide and deliver water to the development. The details of these fees and charges are described in Part 4 of the adopted Rules and Regulations for the District, which is included as Attachment C.

The State of California Department of Health Services and the City of Lancaster will issue permits and regulatory approvals for constructing the necessary improvements to supply and deliver water to the development.

D. Available Supply During an Average/Normal Year

Table 3 shows the past water supply for the District during a normal year.

Table 3 – Historic Water Supply Sources

Water Supply Sources	1990	1995	2000	2005
Purchased from AVEK	21,232	21,692	34,655	35,935
Supplier produced groundwater	13,905	19,795	17,419	19,138
Total	35,137	41,487	52,074	55,073

The projection for the amount of groundwater available to the District is based on the assumption that the District would continue to pump on average 20,000 af/yr from the groundwater basin. This assumption is highly dependent on the outcome of the adjudication process for the Antelope Valley Groundwater Basin

The projected amount of imported water available to the District during average years was based on estimates made in the DRR that all SWP contractors will receive 77 percent of their Table A allocations from the SWP during average years. This estimate is subject to potential change as a result of a recent court decision and global climate change. In August 2007, a U.S. District Court rendered a decision to protect an endangered fish species, the Delta smelt. While State and local water agencies are still analyzing the court ruling, the decision might result in a significant reduction in water supplies from the SWP to AVEK and the other SWP contractors to ensure compliance with Endangered

Species Act requirements. In light of this case, the District requested AVEK to provide a firm determination of the available SWP water for the Project. Yet, AVEK was unable to do so.

As AVEK is currently unable to assure the District of the availability of SWP water supplies to meet the requirements of Water Code §10910, *et seq*., the District is unable to conclude that sufficient future water supplies are available for this project.

In addition to obtaining the requisite assurances from AVEK of the needed supplies of SWP water for the project, as shown in the tables included in Attachment D, the IUWMP projected that the existing supplies for the District during normal years are sufficient to meet projected increases in water demands through 2015. As shown in Table 1, the District is aware of and has already committed to provide water to planned developments that, combined, represent a total increase in water demand above the projections for 2015. The IUWMP indicates that in order to meet additional water demands, recycled water and other new water supplies must be acquired and utilized. Therefore, the following actions must be undertaken by the District and/or other agencies to ensure a reliable water supply during normal years.

Increased Treatment and Well Capacity

The current treatment plant capacity from the two AVEK water treatment plants that serve the District is 75 million gallons per day (mgd). The District currently receives about 87 percent of the water produced by AVEK. However, during the hot summer months, the District receives, on average, 70 percent of the flow from AVEK's Quartz Hill Treatment Plant and all of the flow from AVEK’s Eastside Treatment Plant representing a combined flow of 55 mgd. In addition, the District’s wells can produce a total capacity of 40 mgd. During the summer, the daily demand in the District is roughly twice the average day demand in the District. Therefore, by 2015, the daily summer demand in the District will approach 160 mgd. In order to supply this quantity of water during the summer, the District plans to construct additional wells and the capacity of AVEK's treatment plants must be increased. Expansion of AVEK's Quartz Hill Treatment Plant is currently underway and expected to be completed by March 2009. To fund the construction of the new wells, the District assesses a groundwater supply fee to all new developments.

Recycled Water

In March 2006 the District, in cooperation with other agencies in the Antelope Valley, prepared a Facilities Planning Report for the North Los Angeles County Recycled Water project. This report identifies potential recycled water users and provides preliminary designs and cost

estimates to construct a recycled water backbone distribution system in the Antelope Valley to convey treated wastewater from the County Sanitation Districts' of Los Angeles County treatment plants to customers. This report is available on the District's website. Based on this report, approximately 13,600 acre-feet of recycled water per year can be used by the District's existing and future customers. The District assesses a recycled water fee to all new developments that will fund the design and construction of this recycled water backbone distribution system. Phase 1A of this project has been funded cooperatively by the City of Lancaster and the District and will be constructed by 2008.

Additional Imported Water Supply

As indicated in the IUWMP, AVEK, as a SWP contractor, could also acquire new imported water supplies on behalf of the District through direct transfers or by contributing to the construction of new desalination facilities in other areas in exchange for imported water.

Water Conservation/Reduced Irrigation Demand

Through conservation efforts of customers, the IUWMP estimates that by 2030, 10 percent of the overall demand in the District will be met through conservation efforts. The project can include implementation of water conservation measures to reduce the overall demand to the District. In general, landscape irrigation can account for up to 70 percent of the water consumed at local residences. In order to reduce the water demand for this project, specific measures could be included such as the use of xeriscaping, low water-use turf, or a synthetic grass substitute in landscaped areas to minimize or eliminate the irrigation demand from this project. In addition, weather-sensitive irrigation timers could be installed to ensure all landscaping receives only the specific amount of water that it needs.

E. Available Supply During a Single-Dry Year

As shown in the tables included in Attachment D, a significant portion of the District's water supply during single-dry years is projected to be met with water stored in groundwater banks. The District's water supply reliability fee assessed to all new developments will be used to construct these groundwater banks or secure storage space in existing facilities and purchase available water during wet years to store in these banks or the local Basin for use in dry years.

F. Available Supply During Multiple-Dry Years

As shown in the tables included in Attachment D, the IUWMP projects a water supply portfolio for the District during multiple-dry years that is similar to the

available water supply during single-dry years, including a combination of imported water, groundwater, recycled water, water stored in groundwater banks, and water stored as part of the District's ASR project.

CONCLUSION/PLANS FOR CONSTRUCTING NEW FACILITIES

As indicated in this Assessment, the District's existing water supplies are not sufficient to meet the demands associated with the project in addition to the District's existing and planned water uses, including any agricultural and manufacturing uses. In order for the demands associated with this project to be met during normal and dry years, new water supplies must be acquired and developed in the District's service area. The proposed recycled water backbone distribution system must be designed and constructed to convey recycled water from the County Sanitation Districts of Los Angeles County into the District's service area to supplement the District's potable water supply.

The Facilities Planning Study for the North Los Angeles County Recycled Water project estimated the cost to design and construct the backbone recycled water distribution system for the District would be $120 million. To fund this project, the District assesses a fee of $1,289 per billing unit for each new development in the District. The District has also applied for grant funding from the State Water Resources Control Board and the State's infrastructure bank for this project. The District is currently preparing an Environmental Impact Report to meet CEQA requirements for this project and anticipates acquiring the necessary permits from the Regional Water Quality Control Board to operate the recycled water distribution system. Construction of Phase 1A of this project will be completed by January 2008. The Facilities Planning Study indicates that construction of the backbone recycled water distribution system could be completed by 2011.

In addition, sufficient facilities do not yet exist to ensure the reliability of the District's existing supplies. Specifically, a groundwater storage program must be developed and the capacity of AVEK's treatment plants must be increased in order to ensure a reliable supply of imported and stored water to the District.

The District has estimated the cost to establish a groundwater bank sufficient to maximize its available imported water supply from AVEK will be $68 million. To fund the design and construction of a bank, the District assesses a fee of $1,611 per billing unit for each new development in the District. The District has committed to work with the Antelope Valley State Water Project Contractors Association in establishing a groundwater banking program in the Antelope Valley. The District received proposals in early 2007 to secure up to an additional 63,500 af/yr of water during dry water years through water banking programs. AVEK has indicated that it anticipates a permanent groundwater bank will be constructed in phases in the Antelope Valley between 2007 and 2025 as the storage and extraction capacity requirements increase with demand in the District's service area. In addition to funding the design and construction of a groundwater bank, the appropriate CEQA documentation must be prepared. If a groundwater bank is constructed in the Antelope Valley, a Waste Discharge Permit will

be required from the Lahontan Regional Water Quality Control Board, and additional permits from the State Department of Water Resources, local landowners, and the local jurisdictions must be acquired.

As indicated in the IUWMP, AVEK, as a SWP contractor, could also acquire new imported water supplies on behalf of the District through direct transfers or by participating with other SWP contractors in water exchange programs.

In addition, in order to provide a reliable water supply during high-demand periods in the event that groundwater is temporarily the only available supply of water, the District will construct additional groundwater wells to increase its overall extraction capacity. The District has estimated the cost to construct a well and all associated infrastructure to be $2 million. To fund the construction of additional wells, the District assesses a fee of $3,222 per billing unit for each new development in the District, which reflects the proportionate cost to each new customer for constructing a well. The District is currently in the process of designing 10 new wells to serve the District and expects to have them online by June 2008.

ATTACHMENT A – Bulletin 118 Description of Antelope Valley Groundwater Basin

Antelope Valley Groundwater Basin

- Groundwater Basin Number: 6-44
- County: Los Angeles, Kern, San Bernardino
- Surface Area: 1,010,000 acres (1,580 square miles)

Basin Boundaries and Hydrology

Antelope Valley Groundwater Basin underlies an extensive alluvial valley in the western Mojave Desert. The elevation of the valley floor ranges from 2,300 to 3,500 feet above sea level. The basin is bounded on the northwest by the Garlock fault zone at the base of the Tehachapi Mountains and on the southwest by the San Andreas fault zone at the base of the San Gabriel Mountains. The basin is bounded on the east by ridges, buttes, and low hills that form a surface and groundwater drainage divide and on the north by Fremont Valley Groundwater Basin at a groundwater divide approximated by a southeastward-trending line from the mouth of Oak Creek through Middle Butte to exposed bedrock near Gem Hill, and by the Rand Mountains farther east.

Runoff in Big Rock and Little Rock Creeks from the San Gabriel Mountains and in Cottonwood Creek from the Tehachapi Mountains flows toward a closed basin at Rosamond Lake (Jennings and Strand 1969). Rogers Lake is a closed basin in the northern part of Antelope Valley that collects ephemeral runoff from surrounding hills (Rogers 1967). Average annual rainfall ranges from 5 to 10 inches.

Hydrogeologic Information

Water Bearing Formations

The primary water-bearing materials are Pleistocene and Holocene age unconsolidated alluvial and lacustrine deposits that consist of compact gravels, sand, silt, and clay. These deposits are coarse and rich in gravel near mountains and hills, but become finer grained and better sorted toward the central parts of the valley (Duell 1987). Coarse alluvial deposits form the two main aquifers of the basin; a lower aquifer and an upper aquifer. Most of the clays were deposited in large perennial lakes during periods of heavy precipitation. These clays are interbedded with lenses of coarser water-bearing material as thick as 20 feet; in contrast, the clay beds are as thick as 400 feet. The lake deposits form a zone of low permeability between the permeable alluvium of the upper aquifer and that of the lower aquifer, although leakage between the two aquifers may occur (Planert and Williams 1995). The upper aquifer, which is the primary source of groundwater for the valley, is generally unconfined whereas the lower aquifer is generally confined. Specific yield of these deposits ranges from 1 to 30 percent (KJC 1995), and wells typically have a moderate to high ability for water well production.

Restrictive Structures

The Antelope Valley Groundwater Basin is composed of three large sediment-filled structural basins separated by extensively faulted, elevated

bedrock (Dibblee 1967; Londquist and others 1993). The rocks deposited in these basins are disrupted by strike-slip faults, normal faults, and folds, which are related to movement along the active San Andreas and Garlock fault zones. Workers at the USGS have separated the groundwater basin into subbasins using faults that have a difference in groundwater elevation across them (Bloyd 1967; Carlson and others 1998).

In addition to the Garlock and San Andreas fault zones, numerous other faults within the basin impede groundwater flow (Bloyd 1967; Durbin 1978; Carlson and others 1998). Bloyd (1967) described eight groundwater subunits in this basin bounded, in part, by faults that displace the water table. The Randsburg-Mojave, Cottonwood, Willow Springs, Rosamond, and Neenach faults displace the water table in the western part of the basin (Bloyd 1967; Dibblee 1963; 1967; Durbin 1978; Londquist and others 1993; Carlson and others 1998), as does an unnamed fault in the southwestern part of the basin (Bloyd 1967). The El Mirage, Spring, and Blake Ranch faults impede groundwater movement in the eastern part of the basin (Ikehara and Phillips 1994), and three unnamed faults displace the local water table in the southeastern part of the basin (Bloyd 1967). A ridge of bedrock buried beneath the northern part of Rogers Lake is a barrier to groundwater flow (Bloyd 1967) in the northeastern part of the basin.

Recharge

Recharge to the basin is primarily accomplished by perennial runoff from the surrounding mountains and hills. Most recharge occurs at the foot of the mountains and hills by percolation through the head of alluvial fan systems. The Big Rock and Little Rock Creeks, in the southern part of the basin, contribute about 80 percent of runoff into the basin (Durbin 1978). Other minor recharge is from return of irrigation water and septic system effluent (Duell 1987).

Groundwater Level Trends

From 1975 through 1998, groundwater level changes ranged from an increase of 84 feet to a decrease of 66 feet (Carlson and Phillips 1998). The parts of the basin with declining water levels are along the highway 14 corridor from Palmdale through Lancaster to Rosamond and surrounding Rogers Lake on Edwards Air Force Base (Carlson and Phillips 1998).

Historically, groundwater in the basin flowed north from the San Gabriel Mountains and south and east from the Tehachapi Mountains toward Rosamond Lake, Rogers Lake, and Buckhorn Lake. These dry lakes are places where groundwater can discharge by evaporation. Because of recent groundwater pumping, groundwater levels and flow have been altered in urban areas such as Lancaster and Edwards Air Force Base. Groundwater pumping has caused subsidence of the ground surface as well as earth fissures to appear in Lancaster and on Edwards Air Force Base. By 1992, 292 square miles of Antelope Valley had subsided more than one foot. This subsidence has permanently reduced aquifer-system storage by about 50,000 acre-feet (Sneed and Galloway 2000; Ikehara and Phillips 1994).

Groundwater Storage

Groundwater Storage Capacity. The total storage capacity has been reported at 68,000,000 af (Planert and Williams 1995) and 70,000,000 af (DWR 1975). For the part of the basin between 20 and 220 feet in depth, the storage capacity has been reported to be 5,400,000 af (Bader 1969).

Groundwater Budget (Type A)

Though a current groundwater budget for the Antelope Valley Groundwater Basin is not available, Durbin (1978) produced a mathematical model for this basin. In addition, Planert and Williams (1995) report 25,803 af of urban extraction and 1,006 af of agricultural extraction for 1992. Fuller (2000) reports an average natural recharge of about 48,000 af, and KJC (1995) reports a range in annual natural recharge of 31,200 to 59,100 af/year.

Groundwater Quality

Characterization. Groundwater is typically calcium bicarbonate in character near the surrounding mountains and is sodium bicarbonate or sodium sulfate character in the central part of the basin (Duell 1987). In the eastern part of the basin, the upper aquifer has sodium-calcium bicarbonate type water and the lower aquifer has sodium bicarbonate type water (Bader 1969). TDS content in the basin averages 300 mg/L and ranges from 200 to 800 mg/L (KJC 1995). Data from 213 public supply wells show an average TDS content of 374 mg/L and ranges from 123 to 1,970 mg/L.

Impairments. High levels of boron and nitrates have been observed (JKC 1995).

Water Quality in Public Supply Wells

Constituent Group[1]	Number of wells sampled[2]	Number of wells with a concentration above an MCL[3]
Inorganics – Primary	214	25
Radiological	183	6
Nitrates	243	8
Pesticides	207	2
VOCs and SVOCs	207	4
Inorganics – Secondary	214	39

[1] A description of each member in the constituent groups and a generalized discussion of the relevance of these groups are included in *California's Groundwater – Bulletin 118* by DWR (2003).
[2] Represents distinct number of wells sampled as required under DHS Title 22 program from 1994 through 2000.
[3] Each well reported with a concentration above an MCL was confirmed with a second detection above an MCL. This information is intended as an indicator of the types of activities that cause contamination in a given basin. It represents the water quality at the sample location. It does not indicate the water quality delivered to the consumer. More detailed drinking water quality information can be obtained from the local water purveyor and its annual Consumer Confidence Report.

Well Production Characteristics

	Well yields (gal/min)	
Municipal/Irrigation	Range to 7,500 gal/min	Average: 286 gal/min
	Total depths (ft)	
Domestic		
Municipal/Irrigation		

Active Monitoring Data

Agency	Parameter	Number of wells /measurement frequency
USGS	Groundwater levels	262
USGS	Miscellaneous water quality	10
Department of Health Services and cooperators	Title 22 water quality	248

Basin Management

Groundwater management:	The Antelope Valley Water Group is an ad hoc coalition that plays a large role in groundwater management for this basin. They are developing an AB3030 plan for this basin.
Water agencies	
Public	Boron Community Services District, Desert Lake Community Service District, Los Angeles County Water Works, Littlerock Creek Irrigation District, Mojave Public Utility District, North Edwards Water District, Palmdale Water District, Quartz Hill Water District, Rosamond Community Service District, San Bernardino CountyService Area No. 70L
Private	Antelope Valley Water Company, Edgemont Acres Mutual Water Company, Evergreen Mutual Water Company, Land Project Mutual Water Company, Landale Mutual Water Company, Oak Springs Valley Water Company, Sunnyside Farms Mutual Water Company, White Fence Farms Mutual Water Company

References Cited

Bader, J. S. 1969. Ground-Water Data as of 1967, South Lahontan Subregion, California. U.S. Geological Survey Open File Report. 25 p.

California Department of Water Resources (DWR). 1975. California's Ground Water. Bulletin 118. 135 p.

Carlson, Carl S. and Steven P. Phillips. 1998. Water-Level Changes (1975-1998) in the Antelope Valley, California. U.S. Geological Survey Open File Report 98-561.

Dibblee, T. W., Jr. 1967. Areal geology of the Western Mojave Desert, California. U. S. Geological Survey Professional Paper 522. 153 p.

Duell, L. F., Jr. 1987. Geohydrology of the Antelope Valley Area California and design for a ground-water-quality monitoring network. U. S. Geological Survey Water-Resources Investigations Report 84-4081. 72 p.

Durbin, T. J. 1978. Calibration of a mathematical model of the Antelope Valley ground-water basin, California. U. S. Geological Survey Water-Supply Paper 2046. 51 p.

Fuller, Russ, Antelope Valley – East Kern Water Agency. 2000. Oral communication with D. Gamon, Department of Water Resources, Southern District. October 2000.

Ikehara, M.E. and Phillips, S.P. 1994. Determination of Land Subsidence Related to Ground-Water-Level Declines Using Global Positioning System and Leveling Surveys in Antelope Valley, Los Angeles and Kern Counties, California, 1992. U.S. Geological Survey Water-Resources Investigations Report 94-4184. 101 p.

Kennedy/Jenks Consultants (KJC). 1995. Antelope Valley Water Resources Study. Consultant's report prepared for the Antelope Valley Water Group, November 1995.

Londquist, C.J., D.L. Rewis, D. L. Galloway, and W. F. McCaffery. 1993. Hydrogeology and land subsidence, Edwards Air Force Base, Antelope Valley, California, January 1989-December 1991. U.S. Geological Survey Water-Resources Investigations Report 93-4114. 74 p.

Planert, Michael, and John S. Williams. 1995. Ground Water Atlas of the United States – Segment 1 California Nevada. U. S. Geological Survey Hydrologic Investigations Atlas 730-B.

Sneed, Michelle, and D. L. Galloway. 2000. Aquifer-System Compaction and Land Subsidence: Measurements, Analyses, and Simulations-the Holly Site, Edwards Air Force Base, Antelope Valley, California. U.S. Geological Survey Water Resources Investigations Report 00-4015. 65 p.

Additional References

California Department of Water Resources (DWR), Southern District. 1968. *Ground-water and waste-water quality study, Antelope Valley, Los Angeles and Kern Counties.* A report to Lahontan Regional Water Qualtiy Control Board, No. 6. 95 p.

Galloway, Devin L., Steven P. Phillips, and Marti E. Ikehara. 1998. Land Subsidence and its Relation to Past and Future Water Supplies in Antelope Valley, California. *In* Borchers, James W. ed. Land *Subsidence Case Studies and Current Research.* Proceedings of the Dr. Joseph F. Poland Symposium. Association of Engineering Geologists. Star Publishing Company: Belmont, California. P. 529-539.

Moyle, W. R. 1974. *Geohydrologic Map of Southern California.* U.S. Geological Survey Water-Resources Investigations 48-73.

Templin, William, E., Phillips, Steven P, Cherry, Daniel E., DeBortoli, Myrna L., and others. 1994. *Land Use and Water Use in the Antelope Valley, California.* U.S. Geological Survey Water-Resources Investigations Report 94-4208. 97 p.

Errata

Substantive changes made to the basin description will be noted here.

ATTACHMENT B – Water Service Agreement between the District and AVEK

WATER SERVICE AGREEMENT

BETWEEN

ANTELOPE VALLEY-EAST KERN WATER AGENCY

AND

LOS ANGELES COUNTY WATERWORKS DISTRICTS NOS. 4 AND 34

FOR WATER SERVICE

DATED JUL 17 1970

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WATER SERVICE AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____ 19__, 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 Los Angeles County Waterworks Districts Nos. 4 and 34 , 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 inthe 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

ANTELOPE VALLEY-EAST KERN WATER AGENCY
554 West Lancaster Boulevard
Lancaster, California 93534
(805) 942-8439

By: _____
President

DISTRICTS:

LOS ANGELES COUNTY WATERWORKS DISTRICTS NOS. 4 AND 34

(SEAL)

ERNEST E. DEBS
Chairman of the Board of Supervisors of the County of Los Angeles, State of California, as the governing body of said Districts.

JUL 17 1970
Date Executed

(SEAL)

Approved as to Form:

John D. Maharg, County Counsel

By: _____
Deputy

Attest:

James S. Mize, Executive Officer-Clerk of the Board of Supervisors of the County of Los Angeles

By: FRANCES L. HUSBY
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

50

JUL 14 1970

JAMES S. MIZE
EXECUTIVE OFFICER

ATTACHMENT C – Part 4 of the District’s Rules and Regulations

PART 4 - SCHEDULE OF WATER SUPPLY CHARGES
SECTION A - CAPITAL IMPROVEMENT CHARGES

4-A-1 LAND SUBJECT OR NOT SUBJECT TO CAPITAL IMPROVEMENT CHARGES: All lands in a Waterworks District existing, as of the specified date in each subrule and for which the Waterworks District has, at any time prior to the specified date, provided water service or for which the Waterworks District was, as of the specified date, providing water service, are hereby deemed not to be subject to Capital Improvement Charges of said Waterworks District because of such water service having been provided by the District, except as stated in Rule 1-A-49.

All lands in a Waterworks District existing, as of the specified date in each subrule and for which the Waterworks District has, not at any time prior to the specified date, provided water service or for which the Waterworks District was not, as of the specified date, providing water service, are hereby subject to the Capital Improvement Charges of Rules 1-I-1 and 1-I-2 as determined for that particular Waterworks District in the following subrules of this Rule, Rule 4-A-1, less applicable credit as therein defined and except as stated in Rule 1-A-49.

4-A-1b WATERWORKS DISTRICT NO. 40, ANTELOPE VALLEY (DISTRICT)

1. All lands lying within the boundaries of the District, and not previously served by the District as of the indicated dates below, and lying outside of the areas listed in Part 2, 3 and 4 of this subrule, are subject to Capital Improvement Charges as shown in Rule 4-A-1, and Water Supply Reliability Charge, as defined in Rule 4-A-1t, and applicable Local System Improvement (frontage) Charges as defined in Part 3, less applicable credits as defined in Rule 1-A-49, Rule 1-I-2a, b, and c, and Rule 4-A-1t.

   All lands lying within the boundaries of the District that previously received or were receiving water service as of the indicated dates below, are subject to Water Supply Reliability Charge and applicable Local System Improvement (frontage) Charges, but exempt from Capital Improvement Charges.

   Service Connection and Water Meter Installation and Processing Charges will apply to any property requesting water service, as defined in Part 3.

Waterworks District No. 4, Lancaster	September 1, 1966
Waterworks District No. 24, Pearblossom	July 1, 1966
Waterworks District No. 27, Littlerock	July 1, 1966

4-A-1 Added 8/66, Rev. 9/4/84-Sch. 73, 11/6/84-Sch. 74
4-A-1a Added 8/66, Rev. 11/6/84-Sch. 74, 11/26/85-Sch. 77, deleted 7/15/93, transferred to Southern California Water company 9-1-91
4-A-1b Added 8/66, Rev. 4/22/75, Rev. 2/1/77-Sch. 41R, 6/13/78-Sch. 53, 5/29/79-Sch. 62, 8/18/81-Sch. 66, 8/3/82-Sch. 67A, 8/2/83-Sch. 68, New Para. 1 and Rev. 11/6/84-Sch. 74; Rev. 11/26/85-Sch. 77; Rev. 7/15/93; Rev. 5/24/05; Rev.12/27/05; Rev.1/1/07

4-A-1b WATERWORKS DISTRICT NO. 40, ANTELOPE VALLEY (DISTRICT) (continued)

Waterworks District No. 33, Sun Village	July 1, 1966
Waterworks District No. 34, Desert View Highlands	July 1, 1966
Waterworks District No. 35, Northeast Los Angeles County	July 1, 1968
Waterworks District No. 38, Lake Los Angeles	September 1, 1968
Waterworks District No. 39, Rock Creek	April 1, 1971

2. All lands lying within the boundaries of the area of the District known as that area of service of the former water purveyors listed below in this subrule, including all lands fronting, backing, or siding on the water mains of the water system acquired by the District from said water purveyors shall be subject to the Capital Improvement Charges less applicable credits pursuant to the terms and conditions of the corresponding agreement listed below in this part of the subrule. No credit pursuant to Rule 1-I-2d is applicable to the lands in the areas of service defined in this part of the subrule. Rule 1-A-49 shall also apply.

Water Purveyor	Agreement No.	Date Approved
Beverly-Martin Estates water system	7738	December 24, 1963
Mountain View Farms Water Company	9976	August 31, 1965
Sierra Mutual Water Company (See Note 1)		December 23, 1969
Old Timers Mutual Water Company	26293	September 10, 1975
Pearblossom Heights Mutual Water Co.	861	September 30, 1958
Sun Village Water & Improvement Co.	7988	March 19, 1964
Shadow Mountain Mutual Water Co.	9371	April 20, 1965
Sunnyvale Mutual Water Co.	9415	May 11, 1965
Antelope Valley Center Mutual Water Co.	9798	July 13, 1965
Littlerock Farms/Prosit, Inc.	33358	October 10, 1978
Rock Creek Water Corporation (See Note 2)	17442	November 10, 1970
Mountain View Water Co. (See Note 3)	17743	February 23, 1971
Fort Tejon Mutual Water Co. (See Note 4)	26314	September 16,1975
Antelope Valley-East Kern Water Agency Improvement Districts B and 3 (See Note 5)	17594	December 30, 1970

4-A-1b WATERWORKS DISTRICT NO. 40, ANTELOPE VALLEY (DISTRICT) (continued)

Note 1: Agreement for Acquisition of Sierra Mutual Water Company was recorded on December 23, 1969, in Book M3374 beginning on Page 560.

Note 2: Rock Creek Water Corporation service area is defined as the southeast 1/4 of Section 23 except the northeast 1/4 thereof; Section 25 except the northeast 1/4 thereof; Section 26; and Section 35, T-5-N, R-10-W, and Section 31, T-5-N, R-9-W, S.B.M.

Note 3: Mountain View Water Company service area is defined as the land bounded by Pearblossom Highway, 131 Street East (Longview Road), a line parallel to and 330 feet south of the center line of Avenue V-12, and 128th Street East.

Note 4: Fort Tejon Mutual Water Company service area is defined as the Record of Survey 2411 recorded in Record of Survey Map book 75, pages 73 and 74.

Note 5: Antelope Valley-East Kern Water Agency Improvement Districts B and 3 service area is defined in Agreement No. 17594, recorded as Document No. 3516.

3. The following described lands in Desert View Highlands of the District are hereby deemed to have paid the Capital Improvement Charges in existence at the time and are thereby deemed to have paid in full Capital Improvement Charges by fact of the stipulated judgment in Superior Court Case No. 804400, whereby the District condemned and obtained title to the water system facilities of the Deep River Water Company. Rule 1-A-49 shall also apply.

4-A-1b Added 8/66, Rev. 4/22/75, Rev. 2/1/77-Sch. 41R, 6/13/78-Sch. 53, 5/29/79-Sch. 62, 8/18/81-Sch. 66, 8/3/82-Sch. 67A, 8/2/83-Sch. 68, New Para. 1 and Rev. 11/6/84-Sch. 74; Rev. 11/26/85-Sch. 77; Rev. 7/15/93; Rev. 5/24/05; Rev.12/27/05; Rev.1/1/07

4-A-1b WATERWORKS DISTRICT NO. 40, ANTELOPE VALLEY (DISTRICT) (continued)

Parcel No. 1: A portion of the northeast quarter of Section 21, Township 6 North, Range 12 West, S.B.B. & M., described as a parcel having a frontage of 308 feet on Avenue P, said 308 feet commencing on the easterly line of Tract No. 23739 and extending easterly along Avenue P, said distance and said parcel having a depth of 1,000 feet extending southerly from the south line of Avenue P as same existed in 1962, said Parcel No. 1 having an area of 7.07+ acres.

Parcel No. 2: The southeast quarter of the southeast quarter of Section 16, Township 6 North, Range 12 West, S.B.B. & M., said Parcel No. 2 having an area of 38.79+ acres.

Parcel No. 3: A portion of Section 21, Township 6 North, Range 12 West, S.B.B. & M., described as a parcel bounded on the northeast by Palm Tree Way, a public street; on the southeast by the northwest tract lines of Tracts Nos. 19947 and 19948; on the southwest by Mesquite Road, a public street and the northwesterly prolongation thereof; and by a line having a bearing of South 48 deg. 31 min. West and a length of 1,001.22 feet from the most westerly corner of Tract No. 24283; said Parcel No. 3 having an area of 27.51+ acres.

Parcel No. 4: West half of the southwest quarter of the southwest quarter of Section 22, Township 6 North, Range 12 West, S.B.B. & M., except the westerly 200 feet of the southerly 200 feet of said Section, said Parcel No. 4 having an area of 17.22+ acres.

Parcel No. 5: A portion of the northeast quarter of Section 28, Township 6 North, Range 12 West, S.B.B. & M., described as a parcel bounded by the westerly tract line of Tract No. 23280; by the north line of a Grant Deed recorded in the records of the County of Los Angeles County Recorder as Document No. 1690 on May 1, 1957; by the east line of the west half of the west half of said northeast quarter of said Section; and by the south line of Avenue Q (Elizabeth Canyon Road), a public street, as same existed in 1962; said Parcel No. 5 having an area of 9.84+ acres.

Parcel No. 6: East half of the northeast quarter of Section 28, Township 6 North, Range 12 West, S.B.B. & M., except Tract No. 20196, said Parcel No. 6 having an area of 77.50+ acres.

4-A-1b WATERWORKS DISTRICT NO. 40, ANTELOPE VALLEY (DISTRICT) (continued)

Parcel No. 7: East half of the southeast quarter of Section 28, Township 6 North, Range 12 West, S.B.B. & M., except the Q 9/10 Street West Reservoir Site of said District and the two-acre area residential site of Joseph S. Hunt as of 1962; said Parcel No. 7 having an area of 77.50+ acres.

Parcel No. 8: The areas of Tracts Nos. 17164, 18173, 18644, 19763, 19947, 19948, 20196, 20398, 21211, 21821, 22035, 23280, 23739, and 24283 as they existed on September 19, 1962.

Parcel No. 9: That portion of the easterly 660 feet of Section 21, Township 6 North, Range 12 West, S.B.B. & M., not included within the boundaries of Tracts Nos. 17164, 18644, and 22035.

4. All lands lying within the following Tracts Nos. 27968, 28358, 28481, 28482, 28483, 28484, 28485, 28486, 28487, 28488, 28489, 28490, 28491, 28492, 28493, 28494, 28495, 28496, 29071, and 29859, within Lake Los Angeles of the District by virtue of the developer of said tracts having constructed and dedicated to the District sites and primary water system facilities located thereon (wells, reservoirs, tanks. etc.) for the use of the District in serving lots in said tracts, are deemed to be subject a Capital Improvement Charge, determined pursuant to be of Rule 1-I-2b to be $0 per acre, provided said lots are developed pursuant to zoning existing as of the date of the tract map recordation, or said lots are developed pursuant to zoning effective after the date of the tract map recordation and said zoning and/or development does not result in the local fire protection authority setting fire flow requirements in excess of the capability of the water system installed by the tract developer. Should use of a lot result in the fire protection authority setting a fire flow in excess of the system capability, the District may charge the lot developer appropriate charges to provide the increased fire flow, or may require the developer to install the then-needed water system improvements. Any applicable exception stated in the first paragraph of Rule 4-A-1 shall apply.

4-A-1b WATERWORKS DISTRICT NO. 40, ANTELOPE VALLEY (DISTRICT) (continued)

All lands not lying within said tracts, except where the lands are within the boundaries of Lake Los Angeles of the District as of September 1, 1968, and which can be supplied with water service from facilities installed by the developer of the tracts listed herein this part of the subrule at no expense to the District for extension, enlargement, addition or improvement of said facilities, are hereby stated in Rule 1-A-49, less applicable credits defined in Rule 1-I-2.

5. CAPITAL IMPROVEMENT (ACREAGE) CHARGE

Lands where there is no fire flow requirement for the premises, per acre .....$2,368.00.

Lands where the fire flow requirement of the premises is:

Fire Flow @ 20 psi (gpm)			Duration	Charge Per Acre
1	to	750	2 Hours	$ 2, 493.00
751	to	1,250	2 Hours	2,603.00
1,251	to	1,750	2 Hours	2,727.00
1,751	to	2,250	2 Hours	2,839.00
2,251	to	2,750	2 Hours	2,962.00
2,751	to	3,250	3 Hours	3,076.00
3,251	to	3,750	3 Hours	3,202.00
3,751	to	4,250	4 Hours	3,311.00
4,251	to	5,000	5 Hours	3,546.00

For other conditions of fire flow and duration, the per acre charge will be based on an engineering estimate of costs.

4-A-1b WATERWORKS DISTRICT NO. 40, ANTELOPE VALLEY (DISTRICT) (continued)

6. CAPITAL IMPROVEMENT (TANK CAPACITY UNIT) CHARGE

All lands not previously served with water service within or annexing to the District or presently served and requesting a larger metered service and/or require a greater fire protection capability shall be subject to a Capital Improvement (Tank Capacity Unit) Charge as defined in the Tank Capacity Units Chart within this subrule, in addition to the Capital Improvement (acreage) Charge defined elsewhere in this Rule. The only ones exempt from this charge are lands which are included in formal agreements with the District for construction of water storage, conveyance, or well facilities and their appurtenances. The Capital Improvement (Tank Capacity Unit) Charge for upgrading an existing metered service from the smaller to the larger size will be the difference in the Tank Capacity Units represented by the existing meter and the new meter multiplied by the calculated dollar amount of the charge. The Capital Improvement (Tank Capacity Unit) Charge for a new service will be the Billing Units for the respective size of the metered service multiplied by the fire flow demand units (see table below) times the calculated dollar amount of the Capital Improvement (Tank Capacity Unit) Charge. This charge shall remain in effect until changed by the Board of Directors of the District. Applicable credit may be given for this charge as determined by the District Engineer.

The initial calculated dollar amount per Tank Capacity Unit for those developments not entering into agreements with the District shall be.....$897.

The dollar amount per tank capacity unit for negotiated agreements between developers and the District shall be set by the District Engineer and approved by the Board of Directors.

Notwithstanding the above provisions or any other District Rules, the District may allow a developer to sell its excess Capital Improvement (Tank Capacity) Units to other developers or individuals whose property has not been previously served by the District, or those developers or individuals upgrading an existing service.

After evaluation of the costs of the District, the District Engineer will review the above charges before January 1 of every year and make a recommendation to the Board to adjust these charges accordingly.

4-A-1b Added 8/66, Rev. 4/22/75, Rev. 2/1/77-Sch. 41R, 6/13/78-Sch. 53, 5/29/79-Sch. 62, 8/18/81-Sch. 66, 8/3/82-Sch. 67A, 8/2/83-Sch. 68, New Para. 1 and Rev. 11/6/84-Sch. 74; Rev. 11/26/85-Sch. 77; Rev. 7/15/93; Rev. 5/24/05; Rev. 12/27/05; Rev 1/1/07

LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 40
CAPITAL IMPROVEMENT (TANK CAPACITY UNIT) CHARGE

(BILLING UNITS & FIRE FLOW DEMAND UNITS)

DOMESTIC AND FIRE SPRINKLERS METERS FIRE FLOWS (Public or Private-On-Site whichever is larger)

Billing Meter Size (Inches)	Meter Flow (gpm)	Tank Capacity Units *(B.U.)	Fire Flow (gpm)	Duration (Hrs)	FireFlow (Thousands of gallons)	Demand Units (F.F.D.U.)**
3/4 & smaller	30 & less	1	0 - 500	2	60	1.0
1	50	2	501 - 750	2	90	1.5
1 1/2	100	3	751 - 1,000	2	120	2.0
2	160	5	1,001 - 1,250	2	150	2.5
4	500	17	1,251 - 1,500	2	180	3.0
6	1,000	33	1,501 - 2,000	2	240	4.0
8	1,600	53	2,001 - 2,500	2	300	5.0
10	2,300	77	2,501 - 3,000	3	540	9.0
12	3,000	100	3,001 - 3,500	3	630	10.5
			3,501 - 4,000	4	960	16.0
			4,001 - 4,500	4	1,080	18.0
			4,501 - 5,000	5	1,500	25.0

* For meters over 2 inches, the number of Billing Units will be determined by adding together all domestic and sprinkler fire protection flows to the premises and dividing by 30 (30 being the gallons per minute equivalent to one billing unit).

** Actual number of units to be calculated by multiplying fire flow in gpm by duration in minutes divided by 60,000 gallons.

EXAMPLES: Typical developments:

1. Single family residence: Public Fire Flow = 1,250 gpm = 2.5 F.F.D.U., 3/4 x 1 domestic water meter = 1 B.U.; 1 B.U. x 2.5 F.F.D.U. = 2.5 Tank Capacity Units.

2. Multi-residential & Office Buildings: Fire Flow 2,000 gpm, five (5) 2-inch domestic water meters [(5 meters) x 5 B.U.] x 4 F.F.D.U. = 100 Tank Capacity Units.

3. Shopping Center, Private System: Private Fire Flow 1,250 gpm, Public Fire Flow 2,500 gpm; 3 - 1 1/2-inch water meters [(3 meters) x 3 B.U.] x 5 F.F.D.U. = 45 Tank Capacity Units.

4. Landscape meter: No Public Fire Flow (Use Lowest Value) = 1 F.F.D.U., 2-inch water meter = 5 B.U.; 5 B.U. x 1 F.F.D.U. = 5 Tank Capacity Units.

5. FMCT meters: Total domestic flow divided by 30 = number of billing units Domestic Flow = 650 gpm / 30 = 22 B.U. Fire Flow = 2,750 gpm = 8.25 F.F.D.U.; 22 B.U. x 8.25 F.F.D.U. = 181.5 Tank Capacity Units.

4-A-1b Added 8/66, Rev. 4/22/75, Rev. 2/1/77-Sch. 41R, 6/13/78-Sch. 53, 5/29/79-Sch. 62, 8/18/81-Sch. 66, 8/3/82-Sch. 67A, 8/2/83-Sch. 68, New Para. 1 and Rev. 11/6/84-Sch. 74; Rev. 11/26/85-Sch. 77; Rev. 7/15/93; Rev. 5/24/05; Rev. 12/27/05; Rev 1/1/07

4-A-1d CITY OF LOMITA - CITY WATER SYSTEM: This District is under the jurisdiction of the City of Lomita.

4-A-1f WATERWORKS DISTRICT NO. 21, KAGEL CANYON: All lands lying within the boundaries of Waterworks District No. 21, as of July 1, 1966, and for which the Waterworks District has, at any time prior to July 1, 1966, provided water service or for which the Waterworks District was providing water service as of July 1, 1966, are hereby deemed not to be subject to the Local System Improvement (frontage) Charges of said Waterworks District, except as stated in the first paragraph of Rule 4-B-1 and Rule 1-A-49 and any applicable parts of this subrule.

Land where there is no fire flow requirement for the premises, per acre .....$1,267.00.

Lands where the fire flow requirement of the premises is:

Fire Flow @ 20 psi (gpm)	Duration	Charge Per Acre
0 to 750	2 Hours	$ 1,334.00
751 to 1,250	2 Hours	1,393.00
1,251to 1,750	2 Hours	1,459.00
1,751to 2,250	2 Hours	1,519.00
2,251to 2,750	2 Hours	1,585.00
2,751to 3,250	3 Hours	1,646.00
3,251to 3,750	3 Hours	1,713.00
3,751to 4,250	4 Hours	1,772.00
4,251to 5,000	5 Hours	1,897.00

For other conditions of fire flow and duration, the per acre charge will be based on an engineering estimate of costs.

4-A-1c Added 8/66, Rev. 11/6/84-Sch. 74, 11/26/85-Sch. 77, deleted 7/15/93, transferred to Southern California Water Company 9-1-91
4-A-1d Added 8/66, Rev. 11/6/84-Sch. 74, 11/26/85-Sch. 77, Re. 7/15/93
4-A-1e Added 8/66, Rev. 11/6/84-Sch. 74, 11/26/85-Sch. 77, deleted 7/15/93, transferred to Southern California Water Company 9-1-91
4-A-1f Added 8/66, Rev. 9/4/84-Sch. 73, 8/13/85-Sch. 75, Rev. 7/15/93
4-A-1g Added 8/66, Rev. 11/16/84-Sch. 74, 11/26/85-Sch. 77, deleted 7/15/93, transferred to Southern California Water company 9-1-91.
4-A-1h Added 8/66, Rev. 4/22/75, 2/1/77-Sch. 41R, 6/13/78-Sch. 53, 5/29/79-Sch. 62, 8/18/81-Sch. 66, 8/3/82-Sch. 67A, 8/2/83-Sch. 68, 9/4/84-Sch. 73, New Para. 1 9/4/84-Sch. 73; Deleted. 5/24/05
4-A-1i Added 8/66, Deleted 7/1/83 when District No. 26 system transferred to City of Manhattan Beach
4-A-1j Added 8/66, Rev. 9/4/84-Sch. 73, 8/13/85-Sch. 75; Deleted 5/24/05

4-A-1k WATERWORKS DISTRICT NO. 29, MALIBU:

1. All lands lying within the boundaries of Waterworks District No. 29, as of July 1, 1966 and for which the Waterworks District has, at any time prior to July 1, 1966, provided water service or for which the Waterworks District was as of July 1, 1966, providing water service, are hereby deemed not to be subject to the Capital Improvement (acreage) Charges of said Waterworks District, except as stated in the first paragraph of Rule 4-A-1 and Rule 1-A-49 and any applicable parts of this subrule.

2. All lands lying within the boundaries of Waterworks District No. 29, as of July 1, 1966, not previously provided with water service prior to July 1, 1966, or not being provided with water service as of July 1, 1966 by the District and lying outside of the areas defined in the parts of the subrule, other than Part 3, are hereby subject to a Capital Improvement Charge as follows, except as stated in Rule 1-A-49, less applicable credits defined in Rule 1-I-2a, b and c. No credit, pursuant to Rule 1-I-2d, is applicable to the lands of the area of Part 3 of this subrule.

   Land where there is no fire flow requirement for the premises, per acre .....$2,375.00.

   Lands where the fire flow requirement of the premises is:

Fire Flow @ 20 psi (gpm)			Duration	Charge Per Acre
0	to	750	2 Hours	$ 2,611
751	to	1,250	2 Hours	2,734
,251	to	1,750	2 Hours	2,971
1,751	to	2,250	2 Hours	3,210
2,251	to	2,750	2 Hours	3,449
2,751	to	3,250	3 Hours	3,681
3,251	to	3,750	3 Hours	3,917
3,751	to	4,250	4 Hours	4,156
4,251	to	5,000	5 Hours	4,393

   For other conditions of fire flow and duration, the per acre charge will be based on an engineering estimate of costs.

4-A-1k Added 8/66, Rev. 4/71, 4/22/75, 2/1/77-Sch. 41R, 6/13/78-Sch. 53, 5/29/79-Sch. 62, 8/18/81-Sch. 66, 8/3/82-Sch. 67A, 8/2/83-Sch. 68, New Para. 1 and Rev. 9/4/84-Sch. 73, Renumbered Para. 1 to Para. 2 and Rev. 9/4/84-Sch. 73, 8/13/85-Sch. 75; Rev.12/27/05; Rev.1/1/07

4-A-1k WATERWORKS DISTRICT NO. 29, MALIBU: (continued)

3. All lands lying within the boundaries of the area of the District known as that area of service of the former water purveyors listed in this subrule, including all lands fronting, backing, or siding on the water mains of the water system acquired by the District from said water purveyors, receive no credit pursuant to Rule 1-I-2d against the Capital Improvement Charges remaining after consideration of credits applicable, pursuant to said Rule 1-I-2a, b and c. Rule 1-A-49 shall also apply.

Water Purveyor	B/S Agreement No.	Date Approved
L.F.C. Water Company	4405	June 13, 1961
Topanga Oaks Mutual Water Co.	4636	June 20, 1961
Beincourt Water System	4670	July 5, 1961
Big Rock Mesa Water System	4896	August 29, 1961
Topanga Canyon Mutual Water Co.	4898	August 29, 1961
Veteran Springs Mutual Water Co.	4942	September 19, 1961
Topanga Park Mutual Water Co.	4975	September 26, 1961
Las Tunas Water Co., Ltd.	4955	July 17, 1962
Oceans Mutual Water Co.	6492	January 22, 1963
Deerpath Mutual Water Co.	6586	February 15, 1963
Topanga Beach Water Assoc.	No Agreement	1964
Hillside Water Co.	S.C.C. No. 860535	November 23, 1965
Malibu Water Company	16999	September 15, 1970

4. All lands lying within the District as of the effective date of this Rule part not previously served with water service, or presently served and is requesting a larger metered water service, is hereby subject to a Capital Improvement (Billing Unit) Charge of $2,748 per billing unit. The Capital Improvement (Billing Unit) Charge for upgrading the metered service from the smaller to the larger size will be the difference in the billing units multiplied by said amount. No credits of Rule 1-I-2 are applicable to the charge of the Rule.

4-A-1k Added 8/66, Rev. 4/71, 4/22/75, 2/1/77-Sch. 41R, 6/13/78-Sch. 53, 5/29/79-Sch. 62, 8/18/81-Sch. 66, 8/3/82-Sch. 67A, 8/2/83-Sch. 68, New Para. 1 and Rev. 9/4/84-Sch. 73, Renumbered Para. 1 to Para. 2 and Rev. 9/4/84-Sch. 73, 8/13/85-Sch. 75, Renumbered Para. 2 to Para. 3 and Rev. 9/4/84-Sch. 73, Para. 3 Added 7/22/80-Sch. 65, Rev. 8/18/81-Sch. 66, 8/3/82-Sch. 67A, 8/2/83-Sch. 68. 8/23/83-Sch. 69, 9/6/83-Sch. 70, Rev. Para 3 7/15/93, Renumbered Para. 3 to Para. 4 and Rev. 9/4/84-Sch. 73, 8/13/85-Sch. 75, Rev. 7/15/93; Rev.12/27/05; Rev. 1/1/07

4-A-1l Added 8/66, Rev. 4/22/75, 2/1/77-Sch. 41R, 10/10/78, 5/29/79-Sch. 62, 8/18/81-Sch. 66, 8/3/82-Sch. 67A, 8/2/83-Sch. 68, New Para. 1 and Rev. 9/4/84-Sch. 73, Renumbered Para.1 to Para.2, Rev. 9/4/84-Sch.73, 8/13/85-Sch. 75, Rev. 7/15/93; Deleted 5/24/05

4-A-1m Added 8/66, Rev. 8/69, 4/22/75, 6/13/78-Sch. 53, 5/29/79-Sch. 62, 8/18/81-Sch. 66, 8/3/82-Sch. 67A, 8/2/83-Sch. 68, 9/4/84-Sch. 73; Added and revised Para. 2 9-02-86, Exhibit 78; Deleted. 5/24/05

4-A-1n Rev. 10/68, 4/22/75, 2/1/77-Sch. 41R, 6/13/78-Sch. 53, 5/29/79-Sch. 62, 8/18/81-Sch. 66, 8/3/82-Sch. 67A, 8/2/83-Sch. 68, 11/6/84-Sch. 74, 11/26/85-Sch. 77; Deleted 5/24/05

5. Capital Improvement (Tank Capacity Unit) Charge

All lands not previously served with water service within or annexing to the District or presently served and requesting a larger metered service and/or requiring a greater fire protection capability shall be subject to a Capital Improvement (Tank Capacity Unit) Charge as defined in the Tank Capacity Units Charge within this part of the surbule, in addition to the Capital Improvement (Acreage) Charge defined elsewhere in the Rule. The Capital Improvement (Tank Capacity Unit) Charge for a new water service will be the Billing Units for the respective size of the metered service multiplied by the fire flow demand units, referred herein as "tank capacity units" (see table), times the calculated dollar amount of the Capital Improvement (Tank Capacity Unit) Charge as defined below in this subrule. The Capital Improvement (Tank Capacity Unit) Charge for upgrading an existing metered service from the smaller to the larger size will be the difference in the dollar amount represented the tank capacity units of the existing meter multiplied by the charge in effect at the time of the existing meter was installed and the tank capacity units of the new meter multiplied by the amount of the charge as defined below in this subrule. Applicable credit may be given for this charge as defined in Rule 1-A-50.

The calculated dollar amount per Tank Capacity Unit for those developments not entering into agreements with the District shall be.....$897.

The dollar amount per tank capacity unit for negotiated agreements between developers and the District shall be set by the District Engineer and approved by the Board of Directors.

Notwithstanding the above provisions or any other District Rules, the District may allow a developer to sell its excess Capital Improvement (Tank Capacity) Units to other developers or individuals whose property has not been previously served by the District, or those developers or individuals upgrading an existing service.

After evaluation of the costs of the District, the Engineer will review the above charges on January 1 of every year and make a recommendation to the Board to adjust these charges accordingly.

4-A-1k Added 8/66, Rev. 4/71, 4/22/75, 2/1/77-Sch. 41R, 6/13/78-Sch. 53, 5/29/79-Sch. 62, 8/18/81-Sch. 66, 8/3/82-Sch. 67A, 8/2/83-Sch. 68, New Para. 1 and Rev. 9/4/84-Sch. 73, Renumbered Para. 1 to Para. 2 and Rev. 9/4/84-Sch. 73, 8/13/85-Sch. 75, Renumbered Para. 2 to Para. 3 and Rev. 9/4/84-Sch. 73, Para. 3 Added 7/22/80-Sch. 65, Rev. 8/18/81-Sch. 66, 8/3/82-Sch. 67A, 8/2/83-Sch. 68. 8/23/83-Sch. 69, 9/6/83-Sch. 70, Rev. Para 3 7/15/93, Renumbered Para. 3 to Para. 4 and Rev. 9/4/84-Sch. 73, 8/13/85-Sch. 75, Rev. 7/15/93; Rev.12/27/05; Rev.1/1/07

LOS ANGELES COUNTY WATERWORKS DISTRICT
WATERWORKS DISTRICT NO. 29, MALIBU
CAPITAL IMPROVEMENT (TANK CAPACITY UNIT) CHARGE

TANK CAPACITY UNITS

(BILLING UNITS & FIRE FLOW DEMAND UNITS)

DOMESTIC AND FIRE SPRINKLERS METERS FIRE FLOWS (Public or Private-On-Site whichever is larger)

Billing Meter Size (Inches)	Meter Flow (gpm)	Tank Capacity Units *(B.U.)	Fire Flow (gpm)	Duration (Hrs)	Fire Flow (Thousands of gallons)	Demand Units (F.F.D.U.)**
3/4 & smaller	30 & less	1	0 - 500	2	60	1.0
1	50	2	501 - 750	2	90	1.5
1 1/2	100	3	751 - 1,000	2	120	2.0
2	160	5	1,001 - 1,250	2	150	2.5
4	500	17	1,251 - 1,500	2	180	3.0
6	1,000	33	1,501 - 2,000	2	240	4.0
8	1,600	53	2,001 - 2,500	2	300	5.0
10	2,300	77	2,501 - 3,000	3	540	9.0
12	3,000	100	3,001 - 3,500	3	630	10.5
			3,501 - 4,000	4	960	16.0
			4,001 - 4,500	4	1,080	18.0
			4,501 - 5,000	5	1,500	25.0

* For meters over 2 inches, the number of Billing Units will be determined by adding together all domestic and sprinkler fire protection flows to the premises and dividing by 30 (30 being the gallons per minute equivalent to one billing unit).

** Actual number of units to be calculated by multiplying fire flow in gpm by duration in minutes divided by 60,000 gallons.

EXAMPLES: Typical developments:

1. Single family residence: Public Fire Flow = 1,250 gpm = 2.5 F.F.D.U., 3/4 x 1 domestic water meter = 1 B.U.; 1 B.U. x 2.5 F.F.D.U. = 2.5 Tank Capacity Units.

2. Multi-residential & Office Buildings: Fire Flow 2,000 gpm, five (5) 2-inch domestic water meters [(5 meters) x 5 B.U.] x 4 F.F.D.U. = 100 Tank Capacity Units.

3. Shopping Center, Private System: Private Fire Flow 1,250 gpm, Public Fire Flow 2,500 gpm; 3 -1 1/2-inch water meters [(3 meters) x 3 B.U.] x 5 F.F.D.U. = 45 Tank Capacity Units.

4. Landscape meter: No Public Fire Flow (Use Lowest Value) = 1 F.F.D.U., 2-inch water meter = 5 B.U.; 5 B.U. x 1 F.F.D.U. = 5 Tank Capacity Units.

5. FMCT meters: Total domestic flow divided by 30 = number of billing units Domestic Flow = 650 gpm / 30 = 22 B.U. Fire Flow = 2,750 gpm = 8.25 F.F.D.U.; 22 B.U. x 8.25 F.F.D.U. = 181.5 Tank Capacity Units

4-A-1k Added 8/66, Rev. 4/71, 4/22/75, 2/1/77-Sch. 41R, 6/13/78-Sch. 53, 5/29/79-Sch. 62, 8/18/81-Sch. 66, 8/3/82-Sch. 67A, 8/2/83-Sch. 68, New Para. 1 and Rev. 9/4/84-Sch. 73, Renumbered Para. 1 to Para. 2 and Rev. 9/4/84-Sch. 73, 8/13/85-Sch. 75, Renumbered Para. 2 to Para. 3 and Rev. 9/4/84-Sch. 73, Para. 3 Added 7/22/80-Sch. 65, Rev. 8/18/81-Sch. 66, 8/3/82-Sch. 67A, 8/2/83-Sch. 68. 8/23/83-Sch. 69, 9/6/83-Sch. 70, Rev. Para 3 7/15/93, Renumbered Para. 3 to Para. 4 and Rev. 9/4/84-Sch. 73, 8/13/85-Sch. 75, Rev. 7/15/93; Rev. 12/27/05; Rev. 1/307

4-A-1o WATERWORKS DISTRICT NO. 36, VAL VERDE:

1. All lands lying within the boundaries of Waterworks District No. 36 as of July 1, 1966, and for which the Waterworks District has at any time prior to July 1, 1966, provided water service, or for which the Waterworks Districts was as of July 1, 1966, providing water service, are hereby deemed not to be subject to the Capital Improvement (acreage) Charges of said Waterworks District, except as stated in the first paragraph of Rule 4-A-1 and Rule 1-A-49 and any applicable parts of this subrule.

2. All lands lying within the boundaries of Waterworks District No. 36, as of July 1, 1966, not previously provided with water service prior to July 1, 1966, or not being provided with water services as of July 1, 1966 by the District, and lying outside of the areas defined in the parts of this subrule other than Part 3 and 4 are hereby subject to a Capital Improvement Charge as follows, less applicable credits defined in Rule 1-I-2a, b and c. No credit pursuant to Rule 1-I-2d is applicable to the lands of the area defined in Parts 3 and 4 of this subrule.

Lands where there is no fire flow requirement for the premises, per acre .....$1,267.00.

Lands where the fire flow requirement of the premises is:

Fire Flow @ 20 psi (gpm)			Duration	Charge Per Acre
0	to	750	2 Hours	$ 1,334.00
751	to	1,250	2 Hours	1,393.00
1,251	to	1,750	2 Hours	1,459.00
1,751	to	2,250	2 Hours	1,519.00
2,251	to	2,750	2 Hours	1,585.00
2,751	to	3,250	3 Hours	1,646.00
3,251	to	3,750	3 Hours	1,713.00
3,751	to	4,250	4 Hours	1,772.00
4,251	to	5,000	5 Hours	1,897.00

For other conditions of fire flow and duration, the per acre charge will be based on an engineering estimate of costs.

4-A-1o Added 8/66, Rev. 4/22/75, 2/1/77-Sch. 41R, 6/13/78-Sch. 53, 5/29/79-Sch. 62, 8/18/81-Sch. 66, 8/23/83-Sch. 69, New Para. 1, renumbered Para. 1 to Para. 2, renumbered Para. 2 to Para. 3, renumbered Para. 3 to Para. 4Rev. 9/4/84-Sch. 73 (Charges not changed); 8/13/85-Sch. 76, Rev. 7/15/93; Rev. 7/03

4-A-1o WATERWORKS DISTRICT NO. 36, VAL VERDE: (Continued)

3. All lands fronting, backing, or siding as of July 11, 1964 on water mains of the water system acquired by the District from the Val Verde County Water District (Board of Supervisors Agreement No. 8492, approved July 14, 1964) receive no credit pursuant to Rule 1-I-2d against the Capital Improvement Charges remaining after consideration of credits applicable, pursuant to Rule 1-I-2a, b and c.

4. All lands fronting on the water mains obtained from Ben Gilmour, et. al., in Gilmour Road and in Byfield Road and which can be served therefrom as determined by the District shall be exempt from Capital Improvement Charges to the extent those charges existed on September 16, 1982, except as stated in Rule 1-A-49.

5. WATERWORKS DISTRICT NO. 36, VAL VERDE, CAPITAL IMPROVEMENT BILLING UNIT CHARGE:

   All lands lying within the boundaries of Waterworks District No. 36 as of the effective date of this Rule not previously served with water service, or presently served and requesting a larger metered water service, is hereby subject to a Capital Improvement Billing Unit Charge of $2,800.00 per billing unit. The Capital Improvement Billing Unit Charge for upgrading a metered service from a smaller to a larger size will be the difference in the billing units multiplied by said amount. Credits which are defined as the agreed value of land or Capital Improvements, or both, offered by the applicant and accepted by the District, may be granted to offset the Capital Improvement Billing Unit Charge.

4-A-1o Added 8/66, Rev. 4/22/75, 2/1/77-Sch. 41R, 6/13/78-Sch. 53, 5/29/79-Sch. 62, 8/18/81-Sch. 66, 8/23/83-Sch. 69, New Para. 1, renumbered Para. 1 to Para. 2, renumbered Para. 2 to Para. 3, renumbered Para. 3 to Para. 4Rev. 9/4/84-Sch. 73 (Charges not changed); 8/13/85-Sch. 76, Rev. 7/15/93; Rev. 7/03

4-A-1p WATERWORKS DISTRICT NO. 37, ACTON: All lands lying within the boundaries of Waterworks District No. 37, as of October 1, 1970, are hereby subject to a Capital Improvement Charge as follows, less applicable credits defined in Rule 1-I-2a, b, c, and d. Any applicable exceptions stated in the first paragraph of Rule 4-A-1 shall apply.

Lands where there is no fire flow requirement for the premises, per acre $1,267.00

Lands where the fire flow requirement of the premises is:

Fire Flow @ 20 psi (gpm)			Duration	Charge Per Acre
0	to	750	2 Hours	$ 1,334.00
751	to	1,250	2 Hours	1,393.00
1,251	to	1,750	2 Hours	1,459.00
1,751	to	2,250	2 Hours	1,519.00
2,251	to	2,750	2 Hours	1,585.00
2,751	to	3,250	3 Hours	1,646.00
3,251	to	3,750	3 Hours	1,713.00
3,751	to	4,250	4 Hours	1,772.00
4,251	to	5,000	5 Hours	1,897.00

For other conditions of fire flow and duration, the per acre charge will be based on an engineering estimate of costs.

4-A-1p Added 12/70, Rev. 5/74, 2/1/77-Sch. 41R, 6/13/78-Sch. 53, 5/29/79-Sch. 62, 8/18/81-Sch. 66, 8/3/82-Sch. 67A, 8/2/83-Sch. 68, 9/4/84-Sch. 73, 8/13/85-Sch. 75.

4-A-1q Added 10/68, Rev. 6/18/78-Sch. 53, 5/29/79-Sch. 62, 8/18/81-Sch. 66, 8/3/82-Sch. 67A, 8/2/83-Sch. 68, 9/4/84-Sch. 73, 8/13/85-Sch. 75, Add Para. 3-6/3/86; Deleted 5/24/05

4-A-1r Rev. 2/1/77-Sch. 41R, 6/13/78-Sch. 53, 5/29/79-Sch. 62, 8/18/81-Sch. 66, 8/3/82-Sch. 67A, 8/2/83-Sch. 68, 9/4/84-Sch. 73; Deleted 5/24/05

4-A-1s MARINA DEL REY WATER SYSTEM - DOMESTIC STORAGE CAPACITY FEE

The domestic storage capacity fee is charged as a condition of property development and is $1,796 as of July 1, 2005, per water demand factor. The water demand factor for each use is defined below:

Use	Water Demand Factor
Apartment/Condos	0.08397 gpm/unit
Congregate Care	0.084 gpm/unit
Hotel rooms	0.15442 gpm/room
Restaurants	0.01386 gpm/seat
Retail Space	0.00004 gpm/square foot
Office Space	0.00004 gpm/square foot
Marine Commercial	0.00004 gpm/square foot
Boat Slips	0.01697 gpm/boat slip

The fee imposed by this Rule shall be reviewed annually by the Director of Public Works and on July 1, 1999, and thereafter on each succeeding July 1st, the amount of the fee shall be adjusted as follows: Calculate the percentage movement between April of the previous year and March of the current year of the Construction Cost Index for the Los Angeles region as published by the Engineering News Record, adjust the fee by said percentage amount and round to the nearest dollar.

4-A-ls Added 6/23/98 - Ordinance No. 98-0028; $1,796 added. 05/05

4-A-1t WATER SUPPLY RELIABILITY CHARGE FOR WATERWORKS DISTRICT NO. 40

The Water Supply Reliability Charge is for the purpose of supplementing and firming up the water supplies of the District. This charge consists of three different fees: 1) Water Banking Fee; 2) Groundwater Supply Fee; and 3) Recycled Water Fee. These fees shall be collected in full by the District prior to issuance of a Will-Serve Letter for new development.

1. Water Banking Fee

All lands not previously served with water service within the boundaries of the District or annexing into the District or presently served and requesting a larger meter service shall be subject to a Water Banking Fee. The purpose of the Water Banking Fee is to establish a water-banking program to store water in groundwater basins that would allow the District to provide its customers with reliable water supplies during emergencies or dry periods. The Water Banking Fee for a new or larger water service will be the Billing Units for the respective size of the metered service multiplied by the dollar amount shown below. No credits shall be given for this fee.

The dollar amount per Billing Unit shall be..... $1,611.00.

After evaluation of the costs of the District, the District Engineer will review the above charges before January 1 of every year and make a recommendation to the Board to adjust these charges accordingly.

2. Groundwater Supply Fee

All lands not previously served with water service within the boundaries of the District or annexing into the District or presently served and requesting a larger meter service shall be subject to a Groundwater Supply Fee. The purpose of the Groundwater Supply Fee is for the construction of wells and associated facilities that may be used for the injection of treated surface water or the extraction of local groundwater when needed. New development shall receive credit for up to $3,094 per billing unit to offset the Groundwater Supply Fee for the construction of eligible wells and associated facilities as determined by the District Engineer. The Groundwater Supply Fee for a new or larger water service will be the Billing Units for the respective size of the metered service multiplied by the dollar amount shown below.

The dollar amount per Billing Unit shall be..... $3,222.00.

4-A-1t WATER SUPPLY RELIABILITY CHARGE FOR WATERWORKS DISTRICT NO. 40 (continued)

After evaluation of the costs of the District, the District Engineer will review the above charges before January 1 of every year and make a recommendation to the Board to adjust these charges accordingly.

3. Recycled Water Fee

All lands not previously served with water service within the boundaries of the District or annexing into the District or presently served and requesting a larger meter service shall be subject to a Recycled Water Fee. The purpose of the Recycled Water Fee is to establish a recycled water program that will increase the reliability of the District's water supplies by decreasing reliance on imported water and local groundwater supplies. The Recycled Water Fee for a new or larger water service will be the Billing Units for the respective size of the metered service multiplied by the dollar amount shown below. No credits shall be given for this fee.

The dollar amount per Billing Unit shall be..... $1,289.00.

After evaluation of the costs of the District, the District Engineer will review the above charges before January 1 of every year and make a recommendation to the Board to adjust these charges accordingly.

4-B-1 LOCAL SYSTEM IMPROVEMENT CHARGES: All lands in a Waterworks District existing as of specified date in each subrule and for which the Waterworks District has at any time prior to the specified date provided water service, or for which the Waterworks District was as of the specified date providing water service, are hereby deemed not to be subject to Local System Improvement Charges of said Waterworks District because of such water service having been provided by the District, except as stated in Rule 1-A-49.

All lands in a Waterworks District existing as of the date specified in each subrule and for which the Waterworks District has not at any time prior to the specified date provided water service, or the Waterworks District was not as of July 1, 1966 providing water service, are hereby subject to the Local System Improvement Charges of Rule 1-J-1 and 1-J-2 as determined for that particular Waterworks District in the following subrules of this Rule, Rule 4-B-1, less applicable credits as therein defined and except as stated in Rule 1-A-49.

4-B-1b WATERWORKS DISTRICT NO. 4, LANCASTER:

1. All lands lying within the boundaries of Waterworks District No. 4, as of September 1, 1966 and for which the Waterworks District has, at any time prior to September 1, 1966, provided water service, or for which the Waterworks District was providing water service as of September 1, 1966, are hereby deemed not to be subject to the Local System Improvement (frontage) Charges of said Waterworks District, except as stated in the first paragraph of Rule 4-B-1 and Rule 1-A-49 and any applicable parts of this subrule.

2. All lands lying within the boundaries of Waterworks District No. 4, as of September 1, 1966, not previously provided with water service prior to September 1, 1966 by the District and lying outside of the areas defined in the parts of this subrule, other than Parts 3 through 6, are hereby subject to a Local System Improvement Charge, less applicable credits defined in Rule 1- J-3a, b, and c. No credit pursuant to Rule 1-J-3e is applicable to the lands of the area defined in Parts 3 through 6 of this subrule.

4-B-1	Rev. 9/4/84-Sch. 73, 11/6/84-Sch. 74
4-B-1a	Added 8/66, Rev. 11/6/84-Sch. 74, deleted 7/15/93, transferred to Southern California Water Company 9-1-91
4-B-1b	Added 8/66, Rev. 11/6/84-Sch. 74, New Para. 1 and Rev. 11/6/84-Sch. 74
4-B-1b	Renumbered Para. 1 to Para. 2 and Rev. 11/6/84-Sch. 74, Rev. 7/15/93

4-B-1b WATERWORKS DISTRICT NO. 4, LANCASTER: (Continued)

3. All lands lying within the boundaries of the area of the District known as the Beverly-Martin Estates - Avenue F and 30 Street East Annex (Petition No. 195 completed on August 6, 1963) and fronting, backing or siding on the water mains of the water system acquired by the District from Claud and Kathryn Martin (Board of Supervisors Agreement No. 7738 approved December 24, 1963) are hereby credited pursuant to Rule 1-J-3e with the full amount of the Local System Improvement Charge remaining after consideration of credits applicable pursuant to of said Rule 1-J-3a, b and c, provided said lands are developed to uses allowed under the County of Los Angeles zoning on said land at the time the District acquired the water mains from Claud and Kathryn Martin. Should said land (fronting, backing, or siding) be developed for uses different than that of said zoning, no credits pursuant to said Rule 1-J-3e may be allowed. Rule 1-A-49 shall also apply.

4. All lands within the boundaries of the area of the District known as the service areas of the Mountain View Farms Water Company and the Section 29 Mutual Water Company shall be subject to the Local System Improvement Charges, less applicable credits, pursuant to the terms and conditions of Agreement No. 9976, approved by the Board of supervisors on August 3, 1965. Rule 1-A-49 shall also apply.

5. Lands lying within the area previously served by the Sierra Mutual Water Company shall be subject to the Local System Improvement Charges as given in the Agreement for Acquisition of the Water System recorded on December 23, 1969 in Book M3374 beginning on page 560. Rule 1-A-49 shall also apply.

6. All lands lying within the area previously served by the Old Timers Mutual Water Company shall be subject to the Water Supply Charges of the District less applicable credits and pursuant to the terms and conditions of Agreement No. 26293, approved on September 10, 1975. The service area of the Old Timers Mutual Water Company is considered to be the southeast one-quarter of the southeast one-quarter of Section 12, T-7-N, R-11-W, S.B.M. Rule 1-A-49 shall also apply.

4-B-1b Renumbered Para. 2 to Para. 3 and Rev. 11/6/84-Sch. 74.
4-B-1b Renumbered Para. 3 to Para. 4 and Rev. 11/6/84-Sch. 74.
4-B-1b New Para. 4 added 8/2/83-Sch. 68, Renumbered Para. 4 to Para. 5, and Rev. 11/6/84-Sch. 74.
4-B-1b Para. 5 8/2/83-Sch. 68, Renumbered Para. 5 to Para. 6 and Rev. 11/6/74-Sch. 74

4-B-1d CITY OF LOMITA - CITY WATER SYSTEM: This District is under the jurisdiction of the City of Lomita.

4-B-1f WATERWORKS DISTRICT NO. 21, KAGEL CANYON: All lands lying within the boundaries of Waterworks District No. 21 as of July 1, 1966, and for which the Waterworks District has, at any time prior to July 1, 1966, provided water service or for which the Waterworks District was providing water service as of July 1, 1966, are hereby deemed not to be subject to the Local System Improvement (frontage) Charges of said Waterworks District, except as stated in the first paragraph of Rule 4-B-1 and Rule 1-A-49 and any applicable parts of this subrule.

4-B-1h WATERWORKS DISTRICT NO. 24, PEARBLOSSOM:

1. All lands lying within the boundaries of Waterworks District No. 24, as of July 1, 1966 and for which the Waterworks District has, at any time prior to July 1, 1966, provided water service or for which the Waterworks District was as of July 1, 1966, providing water service are hereby deemed not to be subject to the Local System Improvement (frontage) Charges of said Waterworks District, except as stated in the first paragraph of Rule 4-B-1 and Rule 1-A-49 and any applicable parts of this subrule.

2. All lands lying within the boundaries of the Waterworks District No. 24, as of July 1, 1966, not previously provided with water service prior to July 1, 1966, or not being provided with water service as of July 1, 1966 by the District and lying outside of the areas defined in the parts of this subrule other than Part 3, are hereby subject to a Local System Improvement Charge less applicable credits defined in Rule 1-J-3a, b and c. No credit pursuant to Rule 1-J-3e is applicable to the lands of the area of Part 3 of this subrule.

4-B-1c Added 8/66, Rev. 11/6/84-Sch. 74, Deleted 7/15/93, transferred to Southern California Water Company 9-1-91.
4-B-1d Added 8/66, Rev. 11/6/84-Sch. 74, Rev. 7/15/93
4-B-1e Added 8/66, Rev. 11/6/84-Sch. 74, Deleted 7/15/93, transferred to Southern California Water Company 9-1-91.
4-B-1f Added 8/66, Rev. 9/4/84-Sch. 73, Rev. 7/15/93
4-B-1g Added 8/66, Rev. 11/6/84-Sch. 74, deleted 7/15/93, transferred to Southern California Water Company 9-1-91

4-B-1h WATERWORKS DISTRICT NO. 24, PEARBLOSSOM: (Continued)

3. All lands lying within the boundaries of the area of the District known as that area of service of the former water purveyors listed following this part of this subrule, which front, back or side on the water mains of the water system acquired by the District from said water purveyor, Pearblossom Heights Mutual Water Company (Board of Supervisors Agreement No. 861, approved September 30, 1958), are hereby credited pursuant to Rule 1-J-3e with the full amount of the Local System Improvement Charge remaining after consideration of credits applicable, pursuant to said Rule of 1-J-3a, b and c, provided said lands are developed to uses allowed under the County of Los Angeles zoning on said lands at the time the District acquired the water mains from said water company. Rule 1-A-49 shall also apply.

   Should said lands be developed for uses different than that of said zoning, no credits pursuant to said Rule 1-J-3e may be allowed.

4-B-1j WATERWORKS DISTRICT NO. 27, LITTLEROCK: All lands lying within the boundaries of Waterworks District No. 27, as of July 1, 1966, including all lands lying within what is known as County Improvement No. 1798-M of the County of Los Angeles (all work having been completed and accepted by the Board of Supervisors on February 4, 1958) for installation of a local water system, including pumping facilities, the Local System Improvement Charge for the District is determined pursuant to the Rule 1-J-3 to be $0.00 per front foot benefited, except as stated in the first paragraph of Rule 4-B-1 and Rule 1-A-49.

4-B-1h	Added 8/66, Rev. 4/22/75, New. Para. 1 and Rev. 9/4/84-Sch. 73.
4-B-1h	Renumbered Para. 1 to Para. 2 and Rev. 9/4/84-Sch. 73.
4-B-1h	Added 8/66, Rev. 4/22/75, 9/4/84-Sch. 73.
4-B-1h	Renumbered Para. 2 to Para. 3 and Rev. 9/4/84-Sch. 73, Rev. 7/15/93
4-B-1i	Added 8/68, Deleted 7/1/83 when water system transferred to City of Manhattan Beach.
4-B-1j	Added 8/68, Rev. 9/4/84-Sch. 73.

4-B-1k WATERWORKS DISTRICT NO. 29, MALIBU:

1. All lands lying within the boundaries of Waterworks District 29, as of July 1, 1966 and for which the Waterworks District has, at any time prior to July 1, 1966, provided water service, or for which the Waterworks District was as of July 1, 1966, providing water service, are hereby deemed not to be subject to the Local System Improvement (frontage) Charges of said Waterworks District, except as stated in the first paragraph of Rule 4-B-1 and Rule 1-A-49 and any applicable parts of this subrule.

2. All lands lying within the boundaries of Waterworks District No. 29, as of July 1, 1966, not previously provided with water service prior to July 1, 1966, or not being provided with water service as of July 1, 1966 by the District and lying outside of the areas defined in the parts of this subrule, other than Part 3, are hereby subject to a Local Improvement Charge, except as stated in Rule 1-A-49, less applicable credits defined in Rule 1-J-3a, b and c. No credit pursuant to Rule 1-J-3e is applicable to the lands of the area of Part 3 of this subrule.

3. All lands lying within the boundaries of the area of the District known as the former area of service of the former water purveyors listed following this part of this subrule, which front, back, or side on the water mains of the water system acquired by the District from said water purveyors, are hereby credited pursuant to Rule 1-J-3e with the full amount of the Local System Improvement Charge remaining after consideration of credits applicable, pursuant to Rule 1-J-3a, b and c, provided said lands are developed to uses allowed under the County of Los Angeles zoning on said lands at the time the District acquired the water mains from said water purveyors. Rule 1-A-49 shall also apply.

   Should the lands be developed for uses different than that of said zoning, no credits pursuant to said Rule 1-J-3e may be allowed.

4-B-1k Added 8/66, Rev. 9/4/84-Sch. 73
4-B-1k New Para. 1 and Rev. 9/4/84-Sch. 73
4-B-1k Renumbered Para. 1 to Para. 2 and Rev. 9/4/84-Sch. 73
4-B-1k Para. 2 Added 4/71, Rev. 4/22/75, Renumbered Para. 2 to Para. 3 and Rev. 9/4/84-Sch. 73, Rev. 7/15/93

4-B-1k WATERWORKS DISTRICT NO. 29, MALIBU: (Continued)

Water Purveyor	B/S Agreement No.	Date Approved
L.F.C. Water Company	4405	June 13, 1961
Topanga Oaks Mutual Water Co.	4636	June 20, 1961
Beincourt Water System	4670	July 5, 1961
Big Rock Mesa Water System	4896	August 29, 1961
Topanga Canyon Mutual Water Co.	4898	August 29, 1961
Veteran Springs Mutual Water Co.	4942	September 19, 1961
Topanga Park Mutual Water Co.	4975	September 26, 1961
Las Tunas Water Co., Ltd.	4955	July 17, 1962
Oceans Mutual Water Co.	6492	January 22, 1963
Deerpath Mutual Water Co.	6586	February 15, 1963
Topanga Beach Water Association	No Agreement	1964
Hillside Water Co.	S.C.C. No. 860535	November 23, 1965
Malibu Water Company	16999	September 15, 1970

4-B-1l WATERWORKS DISTRICT NO. 33, SUN VILLAGE:

1. All lands lying within the boundaries of Waterworks District No. 33, as of July 1, 1966 and for which the Waterworks District has, at any time prior to July 1, 1966 provided water service for which the Waterworks District was as of July 1, 1966, providing water service, are hereby deemed not to be subject to the Local System Improvement (frontage) Charges of said Waterworks District, except as stated in the first paragraph of Rule 4-B-1 and Rule 1-A-49 and any applicable parts of this subrule.

2. All lands lying within the boundaries of Waterworks District No. 33, as of July 1, 1966, not previously provided with water service prior to July 1, 1966, or not provided with water service as of July 1, 1966 by the District and lying outside of the areas defined in the parts of this subrule, other than Part 3, are hereby subject to a Local System Improvement Charge, less applicable credits defined in Rule 1-J-3e is applicable to the lands of the area of Part 3 of this subrule.

4-B-1k Added 8/66, Rev. 9/4/84-Sch. 73, Para. 2 Added 4/71, Rev. 4/22/75, Renumbered Para. 2 to Para. 3, and Rev. 9/4/84-Sch. 73

4-B-1l Added 8/66, Rev. 9/4/84-Sch. 73, Para. Added 4/71, Rev. 4/22/75, 10/10/78, New Para. 1 and Rev. 9/4/84-Sch. 73, Renumbered Para. 1 to Para. 2 and Rev. 9/4/84-Sch. 73, Rev. 7/15/93

4-B-1l WATERWORKS DISTRICT NO. 33, SUN VILLAGE: (Continued)

3. All lands lying within the boundaries of the area of the District known as the former area of service of the former water purveyors listed following this part of this subrule, which front, back, or side on the water mains of the water system acquired by the District from said water purveyors, are hereby credited pursuant to Rule 1-J-3e with the full amount of the Local System Improvement Charge remaining after consideration of credits applicable, pursuant to Rule 1-J-3a, b and c, provided said lands are developed to uses allowed under the County of Los Angeles zoning on said lands at the time the District acquired the water mains from said water purveyors. Rule 1-A-49 shall also apply.

   Should said lands be developed for uses different than that of said zoning, no credit pursuant to Rule 1-J-3e may be allowed.

Water Purveyor	B/S Agreement No.	Date Approved
Sun Village Water & Improvement Co.	7988	March 19, 1964
Shadow Mountain Mutual Water Co.	9371	April 19, 1964
Sunnyvale Mutual Water Co.	9415	May 11, 1965
Antelope Center Mutual Water Co.	9798	July 13, 1965
Littlerock Farms/Prosit, Inc.	33358	October 10, 1978

4-B-1m WATERWORKS DISTRICT NO. 34, DESERT VIEW HIGHLANDS:

1. All lands lying within the boundaries of Waterworks District No. 34, as of July 1, 1966 and for which the provided water service for which the Waterworks District was as of July 1, 1966, providing water service, are hereby deemed not to be subject to the Local System Improvement (frontage) Charges of said Waterworks District, except as stated in the first paragraph of Rule 4-B-1, and Rule 1-A-49 and any applicable parts of this subrule.

4-B-1l Added 8/66, Rev. 9/4/84-Sch. 73, Para. Added 4/71, Rev. 4/22/75, 10/10/78, Renumbered Para. 2 to Para. 3 and Rev. 9/4/84-Sch. 73
4-B-1m Added 8/66, Rev. 8/69, 9/4/84-Sch. 73, New Para. 1 and Rev. 9/4/84-Sch. 73, Rev. 7/15/93

4-B-1m WATERWORKS DISTRICT NO. 34, DESERT VIEW HIGHLANDS: (Continued)

2. All lands lying within the boundaries of Waterworks District No. 34, as of July 1, 1966, not previously provided with water service prior to July 1, 1966, or not being provided with water service as of July 1, 1966 by the District and lying outside of the areas defined in Part 3 of this subrule, are hereby subject to a Local System Improvement Charge, except as stated in Rule 1-A-49, less applicable credits defined in Rule 1-J-3b and c. No credit, pursuant to Rule 1-J-3a and e, is applicable to the lands of the area defined in Part 3 of this subrule.

3. The following described land are hereby deemed to have paid Local System Improvement Charges due to the stipulated judgement in Superior Court Case No. 804400, whereby the District condemned and obtained title to the water system facilities of the Deep River Water Company. Rule 1-A-49 shall also apply.

   That property fronting on the existing water main lying in the future northerly extension of 11th Street West between Beechdale Drive and the District's Avenue P-10 Street West Pumping Station Site.

   That land within Tracts Nos. 17164, 18173, 18644, 19763, 19947, 19948, 20196, 20398, 21211, 21821, 22035, 23280, 23739 and 24283 as they existed on September 19, 1962.

4-B-1m Added 8/66, Rev. 8/69, 9/4/84-Sch. 73
4-B-1m Renumbered Para. 1 to 2 and Rev. 9/4/84-Sch. 73
4-B-1m Renumbered Para. 2 to Para. 3 and Rev. 9/4/84-Sch. 73, Rev. 7/15/93

4-B-1n WATERWORKS DISTRICT NO. 35, NORTHEAST LOS ANGELES COUNTY:

1. All lands lying within the boundaries of Waterworks District No. 35, as of July 1, 1966, and outside of the areas defined in the parts of this subrule other than Part 1, as long as they remain at the zoning of said date, are hereby subject to a Local System Improvement Charge, less applicable credits defined in Rule 1-J-3a and c. No credit pursuant to Rule 1-J-3e is applicable to the lands of the area defined in Part 1 of this subrule. Should the zoning be changed from that existing on July 1, 1968, the Local System Improvement Charge shall be given in Rule 3-A-4a subject to applicable credits of Rule 1-J-3. Any applicable exceptions stated in the first paragraph of Rule 4-B-1 shall apply.

2. All lands within the boundaries of the area of the District known as the former service area of the Antelope Valley-East Kern Water Agency Improvement District No. 3 and Improvement District "B" shall be subject to the Local System Improvement Charges, except as stated in Rule 1-A-49, less applicable credits, pursuant to the terms and conditions of Agreement No. 17594 approved by the Board of Supervisors on December 15, 1970.

4-B-1o WATERWORKS DISTRICT NO. 36, VAL VERDE:

1. All lands lying within the boundaries of Waterworks District No. 36, as of July 1, 1966 and for which the Waterworks District has, at any time prior to July 1, 1966, provided water service for which the Waterworks District was as of July 1, 1966, providing water service, are hereby deemed not to be subject to the Local System Improvement frontage Charges of said Waterworks District, except as stated in the first paragraph of Rule 4-B-1 and Rule 1-A-49 and any applicable parts of this subrule.

4-B-1n Added 8/66, Rev. 10/68, 4/22/75, 11/6/84-Sch. 74
4-B-1o Added 8/66, Para. 2 Deleted 4/22/75, new Para. 2 Added 8/23/83-Sch. 69, Rev. 7/15/93
4-B-1o New Para. 1 and Rev. 9/4/84-Sch. 73

4-B-1o WATERWORKS DISTRICT NO. 36, VAL VERDE: (Continued)

2. All lands lying within the boundaries of Waterworks District No. 36, as of July 1, 1966, not previously provided with water service prior to July 1, 1966, or not being provided with water service as of July 1, 1966 by the District and lying outside of the areas defined in the parts of this subrule, other than Part 3, are hereby subject to a Local System Improvement Charge, except as stated in Rule 1-A-49, less applicable credits defined in Rule 1-J-3a, b and c. No credit pursuant to Rule 1-J-3e is applicable to the lands of the area defined in Part 3 of this subrule.

3. All lands fronting on the water mains obtained from Ben Gilmour, et al., in Gilmour Road and in Byfield Road and which can be served therefrom as determined by the District shall be exempt from Local System Improvement Charges to the extent those charges existed on September 16, 1982, except as stated in Rule 1-A-49.

4-B-1o Added 8/66, Para. 2 Deleted 4/22/75, new Para. 2 Added 8/23/83-Sch. 69, Renumbered Para. 2 to Para. 3 and Rev. 9/4/84-Sch. 73
4-B-1o Renumbered Para. 1 to Para. 2 and Rev. 9/4/84-Sch. 73, Rev. 7/15/93
4-B-1o New Para. 1 and Rev. 9/4/84-Sch. 73

4-B-1p WATERWORKS DISTRICT NO. 37, ACTON: All lands lying within the boundaries of Waterworks District No. 37, as of October 1, 1970, are hereby subject to a Local System Improvement Charge, less applicable credits defined in Rule 1-J-3a, b, c, d and e. Any applicable exceptions stated in the first paragraph of Rule 4-B-1 shall apply.

4-B-1q WATERWORKS DISTRICT NO. 38, LAKE LOS ANGELES: All lands lying within the following Tracts Nos. 27968, 28358, 28481, 28482, 28483, 28484, 28485, 28486, 28487, 28488, 28489, 28490, 28491, 28492, 28493, 28494, 28495, 28496, 29071 and 29859, by virtue of the developer of said tracts having installed water mains within said tracts, pursuant to Rule 1-J-3b, are hereby credited with the full amount of the Local System Improvement Charge of Rule 3-A-4, provided said lots are developed pursuant to zoning existing as of the date of the tract map recordation, or said lots are developed pursuant to zoning effective after the date of the tract map recordation, and said zoning and/or development does not result in the local fire protection authority setting fire flow requirements in excess of the capability of the water system installed by the tract developer. Any applicable exceptions stated in the first paragraph of Rule 4-B-1 shall apply.

Should use of a parcel result in the fire protection authority setting a fire flow in excess of the system capability, the District may charge the parcel developer appropriate charges to provide the increased fire flow or may require the developer to install the needed water system improvements.

All lands not lying within said tracts, except where the lands are within the boundaries of the District as of September 1, 1968, and which can be supplied with water service from facilities installed by the developer of the herein-listed tracts at no expense to the District for extension, enlargement, addition or improvement of the said facilities are hereby subject to Local System Improvement Charges of Rule 3-A-4, except as stated in Rule 1-A-49, less applicable credits defined in Rule 1-J-3.

4-B-1p Added 12/70, Rev. 9/4/84-Sch. 73
4-B-1q Added 10/68, Rev. 9/4/84-Sch. 73

4-B-1r WATERWORKS DISTRICT NO. 39, ROCK CREEK:

1. All lands lying within the boundaries of Waterworks District No. 39, as of April 1, 1971 and for which the Waterworks District has, at any time prior to April 1, 1971, provided water service for which the Waterworks District was as of April 1, 1971, providing water service are hereby deemed not to be subject to the Local System Improvement (frontage) Charges of said Waterworks District, except as stated in the first paragraph of Rule 4-B-1 and Rule 1-A-49 and any applicable parts of this subrule.

2. All lands lying within the boundaries of Waterworks District No. 39, as of April 1, 1971, not previously provided with water service prior to April 1, 1971, or not being provided with water service as of April 1, 1971 by the District, and lying outside of the areas defined in the parts of this subrule other than Part 3, are hereby subject to a Local System Improvement Charge, except as stated in Rule 1-A-49, less applicable credits defined in Rule 1-J-3a, b and c. No credit pursuant to Rule 1-J-3e is applicable to the lands of the area of Part 3 of this subrule.

3. All lands lying within the boundaries of the areas of the District known as the former areas of service of the former water purveyors listed following this part of this subrule, which front, back, or side on the water mains of the water system acquired by the District from said water purveyors, are hereby credited pursuant to Rule 1-J-3e with the full amount of the Local System Improvement Charge remaining after consideration of credits applicable pursuant to said Rule 1-J-3a, b and c, provided the premises seeking water service are not a part of a subdivision, tract, or parcel map or similar development for which a map was recorded or filed after January 1, 1961 or the premises are not the subject of a zone change, exception, variance or permit granted after January 1, 1961. Rule 1-A-49 shall also apply.

   Should said lands be developed for uses different than that of said zoning, no credits pursuant to said Rule 1-J-3e may be allowed.

4-B-1r Added 4/71, Rev. 2/1/77-Sch. 41R, 6/13/78-Sch. 53, 9/4/84-Sch. 73
4-B-1r New Para. 1 and Rev. 9/4/84-Sch. 73
4-B-1r Renumbered Para. 1 to Para. 2 and Rev. 9/4/84-Sch. 73, Rev. 7/15/93
4-B-1r Renumbered Para. 2 to Para. 3 and Rev. 9/4/84-Sch. 73

4-B-1r WATERWORKS DISTRICT NO. 39, ROCK CREEK: (Continued)

Water Purveyor	B/S Agreement No.	Date Approved
Rock Creek Water Corporation	17442	November 10, 1970
Mountain View Water Company	17743	February 23, 1971
Fort Tejon Mutual Water Co.	26314	September 16, 1975

Note 1: Rock Creek Water Corporation service area is defined as the southeast 1/4 of Section 23 except the northeast 1/4 thereof, Section 25 except the northeast 1/4 thereof, Section 26, and Section 35, T-5-N, R-10-W, and Section 31, T-5-N, R-9-W, S.B.M.

Note 2: Mountain View Water Company service area is defined as the land bounded by Pearblossom Highway, 131st Street East (Longview Road), a line parallel to and 330 feet south of the center line of Avenue V-12, and 128th Street East.

Note 3: Fort Tejon Mutual Water Company service area is defined as the Record of Survey 2411 recorded in Record of Survey Map Book 75, pages 73 and 74.

4-B-1r Added 4/71, Rev. 2/1/77-Sch. 41R, 6/13/78-Sch. 53, 9/4/84-Sch. 73
4-B-1r Renumbered Para. 2 to Para. 3 and Rev. 9/4/84-Sch. 73

4-C-1 WATERWORKS DISTRICT NO. 29, MALIBU:
LA COSTA - SUMACRIDGE ZONE

Notwithstanding any other provision of these Rules, all lands lying within the boundaries of the La Costa-Sumacridge Zone are hereby subject to a Zone Improvement Charge as a condition of receiving water service as set forth in items a, b. and c of this Rule. No credits shall be applied to this charge. In accordance with Rule 1-B-1, maps delineating the boundaries of the zone are maintained in the office of the Engineer. Rule 1-H-26 shall also apply.

For each parcel within the zone which is receiving water service at the time of the zone is established, one of the following charges shall apply:

One time lump sum payment paid within 90 days following establishment of the zone $3,250.00.

Thirty equal payments applied as a surcharge to the bi-monthly bill for water service during the five year period, commencing 90 days following establishment of the zone. Each payment being $135.32.

For each parcel within the zone which is not receiving water service at the time when the zone is established the following shall apply:

One time lump sum payment paid at the time water service is established or reestablished to a parcel in the amount of $3,250, plus an amount equal to the interest accumulated on $3,250 at a rate of nine percent annually, compounded bi-monthly, for the number of bi-monthly periods elapsed following completion of 90 days after establishment of the zone up to a maximum payment of$4,059.60.

For any parcel which is paying the charge in accordance with the provisions of item b above, and discontinues water service prior to payment of the charge in full, water service will not be restored to said parcel without payment in full of the charge as calculated in accordance with item c above, less applicable credit for all previous payments made per item b above.

This charge is in addition to all other charges of the District.

4-C-1 Added 1/12/95-Ordinance 95-0005

4-C-1 WATERWORKS DISTRICT NO. 29, MALIBU (Continued):
LA COSTA - SUMACRIDGE ZONE

Liability for payment of the Zone Improvement Charge shall remain with a particular property until payment of the Zone Improvement Charge is fulfilled in accordance with this Rule. A charge of ownership of property does not terminate the obligation, and the obligation remaining at the time of transfer of title shall be the responsibility of the new property owner.

When a parcel of land within the zone is subdivided, the District shall apply the Zone Improvement Charge to the newly established lots, with a uniform credit for any previous payment.

4-C-1 Added 1/12/95-Ordinance 95-0005

ATTACHMENT D – Water Supply Tables for the District during normal, single-dry and multiple dry years

discussed above) of AVEK's Table A Amount available to the Study Area. Demand estimates are based on the per capita projections developed in Section 4. Conservation was determined assuming a 2.0 percent reduction per five-year interval for a maximum reduction of 10 percent in 2030.

As shown by the comparison, all of the water purveyors will have sufficient supply to the increasing demand through 2030 with the implementation of the planned water supplies, assuming the availability of groundwater remains the same. Again, the table reflects the water purveyors' practice of conserving groundwater for additional availability in dry water years.

TABLE 3-4
AVERAGE WATER YEAR ASSESSMENT

	2010	2015	2020	2025	2030
District 40					
Existing Water Supplies					
Groundwater	20,000	20,000	20,000	20,000	20,000
ASR[(a)]	0	0	0	0	0
Imported Water	69,800	70,400	70,000	68,600	64,500
Total Existing Supply	89,800	90,400	90,000	88,600	84,500
District 40 Demand (w/out conservation)	74,900	90,700	106,300	120,800	134,600
Conservation	1,500	3,600	6,400	9,700	13,500
Demand (w/conservation)	**73,400**	**87,100**	**99,900**	**111,100**	**121,100**
Difference (supply minus demand)	16,400	3,300	(9,900)	(22,500)	(36,600)
Difference as Percent of Supply	18	4	(11)	(25)	(43)
Difference as Percent of Demand	22	4	(10)	(20)	(30)
Planned Water Supplies					
New Supply	0	0	2,000	11,600	23,100
Recycled Water	2,700	5,400	8,200	10,900	13,600
Total Planned Supply	2,700	5,400	10,200	22,500	36,700
Total Existing and Planned Supplies	**92,500**	**95,800**	**100,200**	**111,100**	**121,200**
District 40 Demand (w/out conservation)	74,900	90,700	106,300	120,800	134,600
Conservation	1,500	3,600	6,400	9,700	13,500
Demand (w/conservation)	**73,400**	**87,100**	**99,900**	**111,100**	**121,100**
Difference (supply minus demand)	19,100	8,700	300	0	100
Difference as Percent of Supply	21	9	0	0	0
Difference as Percent of Demand	26	10	0	0	0

TABLE 3-5
SINGLE DRY WATER YEAR ASSESSMENT

	2010	2015	2020	2025	2030
District 40					
Existing Water Supplies					
Groundwater	20,000	20,000	20,000	20,000	20,000
ASR	31,600	31,600	31,600	31,600	31,600
Imported Water	6,900	6,800	6,500	6,300	5,900
Total Existing Supply	58,500	58,400	58,100	57,900	57,500
District 40 Demand (w/out conservation)	74,900	90,700	106,300	120,800	134,600
Conservation	1,500	3,600	6,400	9,700	13,500
Demand (w/conservation)	**73,400**	**87,100**	**99,900**	**111,100**	**121,100**
Difference (supply minus demand)	(14,900)	(28,700)	(41,800)	(53,200)	(63,600)
Difference as Percent of Supply	(25)	(49)	(72)	(92)	(111)
Difference as Percent of Demand	(20)	(33)	(42)	(48)	(53)
Planned Water Supplies					
Groundwater Banking/New Supplies	12,300	23,400	33,700	42,400	50,100
Recycled Water	2,700	5,400	8,200	10,900	13,600
Total Planned Supply	15,000	28,800	41,900	53,300	63,700
Total Existing and Planned Supplies	**73,500**	**87,200**	**100,000**	**111,200**	**121,200**
District 40 Demand (w/out conservation)	74,900	90,700	106,300	120,800	134,600
Conservation	1,500	3,600	6,400	9,700	13,500
Demand (w/conservation)	**73,400**	**87,100**	**99,900**	**111,100**	**121,100**
Difference (supply minus demand)	100	100	100	100	100
Difference as Percent of Supply	0	0	0	0	0
Difference as Percent of Demand	0	0	0	0	0

TABLE 3-6
MULTI DRY WATER YEAR ASSESSMENT 2006-2010

	2006	2007	2008	2009	2010
District 40					
Existing Water Supplies					
Groundwater	20,000	20,000	20,000	20,000	20,000
ASR	0	0	0	0	0
Imported Water	17,800	17,800	17,800	17,700	17,700
Total Existing Supply	37,800	37,800	37,800	37,700	37,700
District 40 Demand (w/out conservation)	61,800	65,000	68,300	71,600	74,900
Conservation	200	500	800	1,100	1,500
Demand (w/conservation)	**61,600**	**64,500**	**67,500**	**70,500**	**73,400**
Difference (supply minus demand)	(23,800)	(26,700)	(29,700)	(32,800)	(35,700)
Difference as Percent of Supply	(63)	(71)	(79)	(87)	(95)
Difference as Percent of Demand	(39)	(41)	(44)	(47)	(49)
Planned Water Supplies					
Groundwater Banking/New Supplies	23,400	25,700	28,200	30,700	33,100
Recycled Water	500	1100	1600	2200	2700
Total Planned Supply	23,900	26,800	29,800	32,900	35,800
Total Existing and Planned Supplies	**61,700**	**64,600**	**67,600**	**70,600**	**73,500**
District 40 Demand (w/out conservation)	61,800	65,000	68,300	71,600	74,900
Conservation	200	500	800	1,100	1,500
Demand (w/conservation)	**61,600**	**64,500**	**67,500**	**70,500**	**73,400**
Difference (supply minus demand)	100	100	100	100	100
Difference as Percent of Supply	0	0	0	0	0
Difference as Percent of Demand	0	0	0	0	0

TABLE 3-7
MULTI DRY WATER YEAR ASSESSMENT 2011-2015

	2011	2012	2013	2014	2015
District 40					
Existing Water Supplies					
Groundwater	20,000	20,000	20,000	20,000	20,000
ASR	31,600	100	0	0	0
Imported Water	17,600	17,500	17,500	17,400	17,300
Total Existing Supply	69,200	37,600	37,500	37,400	37,300
District 40 Demand (w/out conservation)	78,100	81,200	84,400	87,600	90,700
Conservation	1,900	2,300	2,700	3,200	6,300
Demand (w/conservation)	**76,200**	**78,900**	**81,700**	**84,400**	**84,400**
Difference (supply minus demand)	(7,000)	(41,300)	(44,200)	(47,000)	(47,100)
Difference as Percent of Supply	(10)	(110)	(118)	(126)	(126)
Difference as Percent of Demand	(9)	(52)	(54)	(56)	(56)
Planned Water Supplies					
Groundwater Banking/New Supplies	3,800	37,600	39,900	42,200	41,800
Recycled Water	3,300	3,800	4,400	4,900	5,400
Total Planned Supply	7,100	41,400	44,300	47,100	47,200
Total Existing and Planned Supplies	**76,300**	**79,000**	**81,800**	**84,500**	**84,500**
District 40 Demand (w/out conservation)	78,100	81,200	84,400	87,600	90,700
Conservation	1,900	2,300	2,700	3,200	6,300
Demand (w/conservation)	**76,200**	**78,900**	**81,700**	**84,400**	**84,400**
Difference (supply minus demand)	100	100	100	100	100
Difference as Percent of Supply	0	0	0	0	0
Difference as Percent of Demand	0	0	0	0	0

TABLE 3-8
MULTI DRY WATER YEAR ASSESSMENT 2016-2020

	2016	2017	2018	2019	2020
District 40					
Existing Water Supplies					
Groundwater	20,000	20,000	20,000	20,000	20,000
ASR	31,600	31,600	100	0	0
Imported Water	17,200	17,100	17,000	16,900	16,800
Total Existing Supply	68,800	68,700	37,100	36,900	36,800
District 40 Demand (w/out conservation)	94,000	97,000	100,000	103,200	106,300
Conservation	4,100	4,700	5,200	5,800	6,400
Demand (w/conservation)	**89,900**	**92,300**	**94,800**	**97,400**	**99,900**
Difference (supply minus demand)	(21,100)	(23,600)	(57,700)	(60,500)	(63,100)
Difference as Percent of Supply	(31)	(34)	(156)	(164)	(171)
Difference as Percent of Demand	(23)	(26)	(61)	(62)	(63)
Planned Water Supplies					
Groundwater Banking/New Supplies	15,200	17,200	50,700	53,000	55,000
Recycled Water	6,000	6,500	7,100	7,600	8,200
Total Planned Supply	21,200	23,700	57,800	60,600	63,200
Total Existing and Planned Supplies	**90,000**	**92,400**	**94,900**	**97,500**	**100,000**
District 40 Demand (w/out conservation)	94,000	97,000	100,000	103,200	106,300
Conservation	4,100	4,700	5,200	5,800	6,400
Demand (w/conservation)	**89,900**	**92,300**	**94,800**	**97,400**	**99,900**
Difference (supply minus demand)	100	100	100	100	100
Difference as Percent of Supply	0	0	0	0	0
Difference as Percent of Demand	0	0	0	0	0

TABLE 3-9
MULTI DRY WATER YEAR ASSESSMENT 2021-2025

	2021	2022	2023	2024	2025
District 40					
Existing Water Supplies					
Groundwater	20,000	20,000	20,000	20,000	20,000
ASR	31,600	31,600	31,600	200	0
Imported Water	16,600	16,500	16,300	16,200	16,000
Total Existing Supply	68,200	68,100	67,900	36,400	36,000
District 40 Demand (w/out conservation)	109,200	112,100	115,000	117,900	120,800
Conservation	7,000	7,600	8,300	9,000	9,600
Demand (w/conservation)	**102,200**	**104,500**	**106,700**	**108,900**	**111,200**
Difference (supply minus demand)	(34,000)	(36,400)	(38,800)	(72,500)	(75,200)
Difference as Percent of Supply	(50)	(53)	(57)	(199)	(209)
Difference as Percent of Demand	(33)	(35)	(36)	(67)	(68)
Planned Water Supplies					
Groundwater Banking/New Supplies	25,400	27,300	29,100	62,300	64,400
Recycled Water	8,700	9,200	9,800	10,300	10,900
Total Planned Supply	34,100	36,500	38,900	72,600	75,300
Total Existing and Planned Supplies	**102,300**	**104,600**	**106,800**	**109,000**	**111,300**
District 40 Demand (w/out conservation)	109,200	112,100	115,000	117,900	120,800
Conservation	7,000	7,600	8,300	9,000	9,600
Demand (w/conservation)	**102,200**	**104,500**	**106,700**	**108,900**	**111,200**
Difference (supply minus demand)	100	100	100	100	100
Difference as Percent of Supply	0	0	0	0	0
Difference as Percent of Demand	0	0	0	0	0

TABLE 3-10
MULTI DRY WATER YEAR ASSESSMENT 2026-2030

	2026	2027	2028	2029	2030
District 40					
Existing Water Supplies					
Groundwater	20,000	20,000	20,000	20,000	20,000
ASR	31,600	31,600	31,600	31,600	300
Imported Water	15,800	15,600	15,400	15,200	15,100
Total Existing Supply	67,400	67,200	67,000	66,800	35,400
District 40 Demand (w/out conservation)	123,500	126,300	129,000	131,800	134,600
Conservation	10,400	11,100	11,900	12,700	13,500
Demand (w/conservation)	**113,100**	**115,200**	**117,100**	**119,100**	**121,100**
Difference (supply minus demand)	(45,700)	(48,000)	(50,100)	(52,300)	(85,700)
Difference as Percent of Supply	(68)	(71)	(75)	(78)	(242)
Difference as Percent of Demand	(40)	(42)	(43)	(44)	(71)
Planned Water Supplies					
Groundwater Banking/New Supplies	34,400	46,900	37,700	39,300	72,200
Recycled Water	11,400	1,200	12,500	13,100	13,600
Total Planned Supply	45,800	48,100	50,200	52,400	85,800
Total Existing and Planned Supplies	**113,200**	**115,300**	**117,200**	**119,200**	**121,200**
District 40 Demand (w/out conservation)	123,500	126,300	129,000	131,800	134,600
Conservation	10,400	11,100	11,900	12,700	13,500
Demand (w/conservation)	**113,100**	**115,200**	**117,100**	**119,100**	**121,100**
Difference (supply minus demand)	100	100	100	100	100
Difference as Percent of Supply	0	0	0	0	0
Difference as Percent of Demand	0	0	0	0	0