

ConocoPhillips Santa Maria Facility Expansion Project

Water Supply Assessment

May 2012

Prepared for:

San Luis Obispo County Air Pollution Control District

On behalf of

Marine Research Specialists, Inc.

Prepared by:

Science Applications International Corporation

SB 610 Water Supply Assessment Summary

This water supply assessment (WSA) is provided for the ConocoPhillips Santa Maria Facility Expansion Project in the County of San Luis Obispo, pursuant to the requirements of Section 10910 of the State Water Code, as amended by Senate Bill No. 610, Chapter 643 (2001).

The following determination has been made regarding the ConocoPhillips Santa Maria Facility Expansion Project:

The total water supplies available during normal, single-dry, and multiple-dry water years, within a 20-year projection, will meet the projected water demand for the Proposed Project, based on the ConocoPhillips groundwater rights in the Nipomo Mesa Management Area, as defined in the Stipulation for the Santa Maria Groundwater Litigation. The County of San Luis Obispo and other major water purveyors in the Nipomo Mesa Management Area are bound by the Superior Court of the County of Santa Clara under the Stipulation to uphold ConocoPhillips rights to use water. The total water supplies for other planned future uses within the Nipomo Mesa Management Area are not sufficient to meet future demands without the addition of supplemental water.

This determination is based on the following water supply assessment.

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1.0 Introduction

Senate Bill No. 610 (SB 610) requires a city or county which determines that a “project” is subject to the California Environmental Quality Act to identify any public water system that may supply water for the project and request a water supply assessment from the public water system. If there is no public water supply system for the project, the lead agency is responsible for the preparation of the water supply assessment.

The ConocoPhillips Santa Maria Facility (SMF) has its own groundwater wells and predates most of the development on the Nipomo Mesa. The facility does not receive water from a public water system; therefore, this water supply assessment has been prepared for the San Luis Obispo County Air Pollution Control District (lead agency), as required by SB 610. This assessment depends mainly on the Stipulation of the Santa Maria Groundwater Litigation and the technical reports of the Nipomo Mesa Management Area Technical Group, which is responsible for management of the Nipomo Mesa portion of the Santa Maria Groundwater Basin. The location of the ConocoPhillips refinery with respect to the management areas of the Santa Maria Groundwater Basin is shown in Figure 1. The major water purveyors in the Nipomo Mesa Management Area are shown in Figure 2.

This assessment is organized into seven sections:

1.0 Introduction – Provides the purpose of the assessment.

2.0 Project Description –Describes the existing facility and the Proposed Project.

3.0 Water Supply Planning under Senate Bill 610 –Describes the requirements of SB 610 with respect to the Proposed Project.

4.0 Water Supply –Describes the groundwater basin, ConocoPhillips groundwater rights, and ConocoPhillips groundwater supplies based on their groundwater rights.

5.0 Water Demand –Provides the historical water demands, the projected water demands for the Proposed Project, and the projected total water demands for all water users in the Nipomo Mesa Management Area.

6.0 Conclusion –Compares the water supplies to the water demands to determine the sufficiency of the water supplies for the next 20 years.

7.0 References –Provides the references cited in the document.

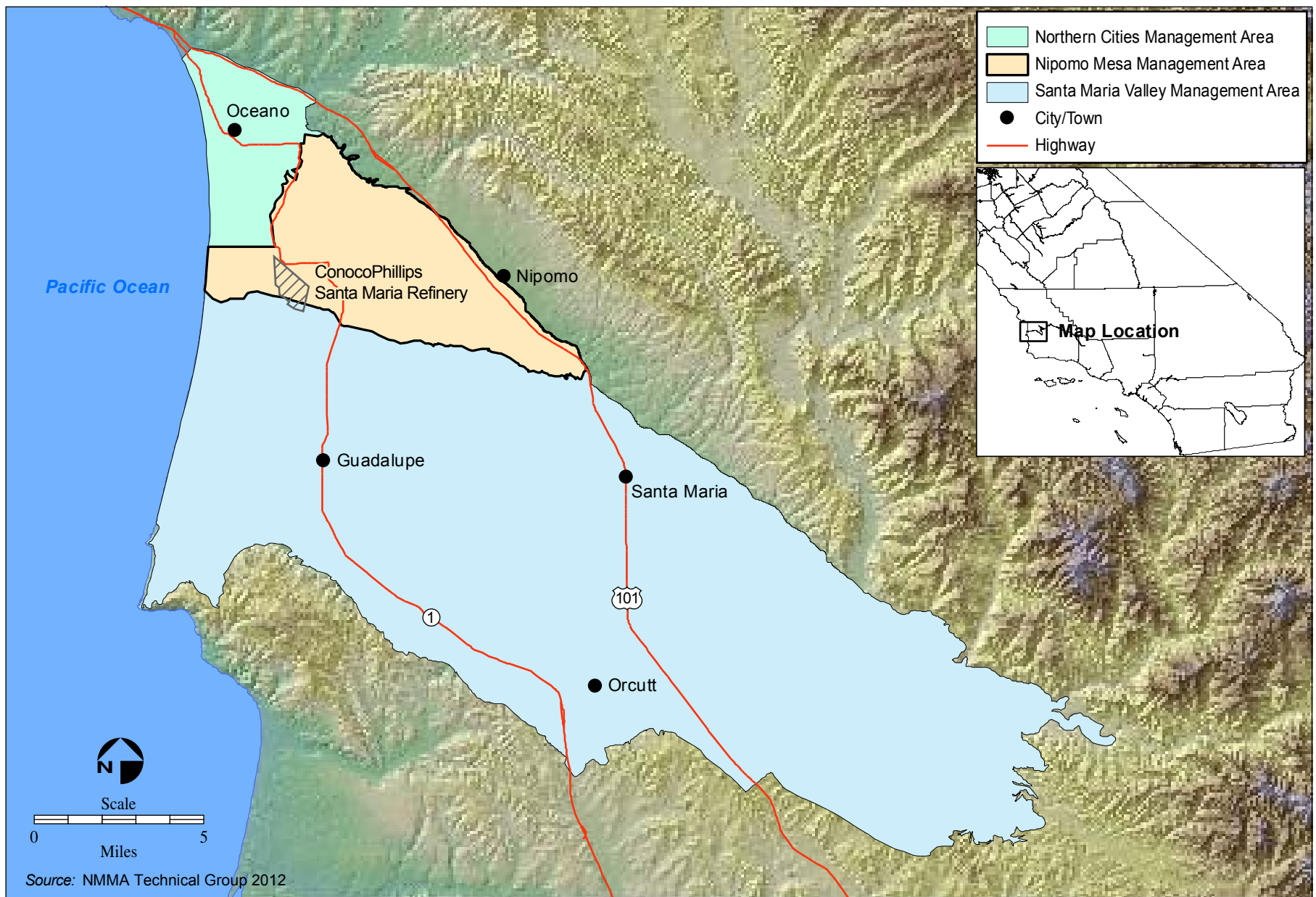


Figure 1. Santa Maria Groundwater Basin and Management Areas

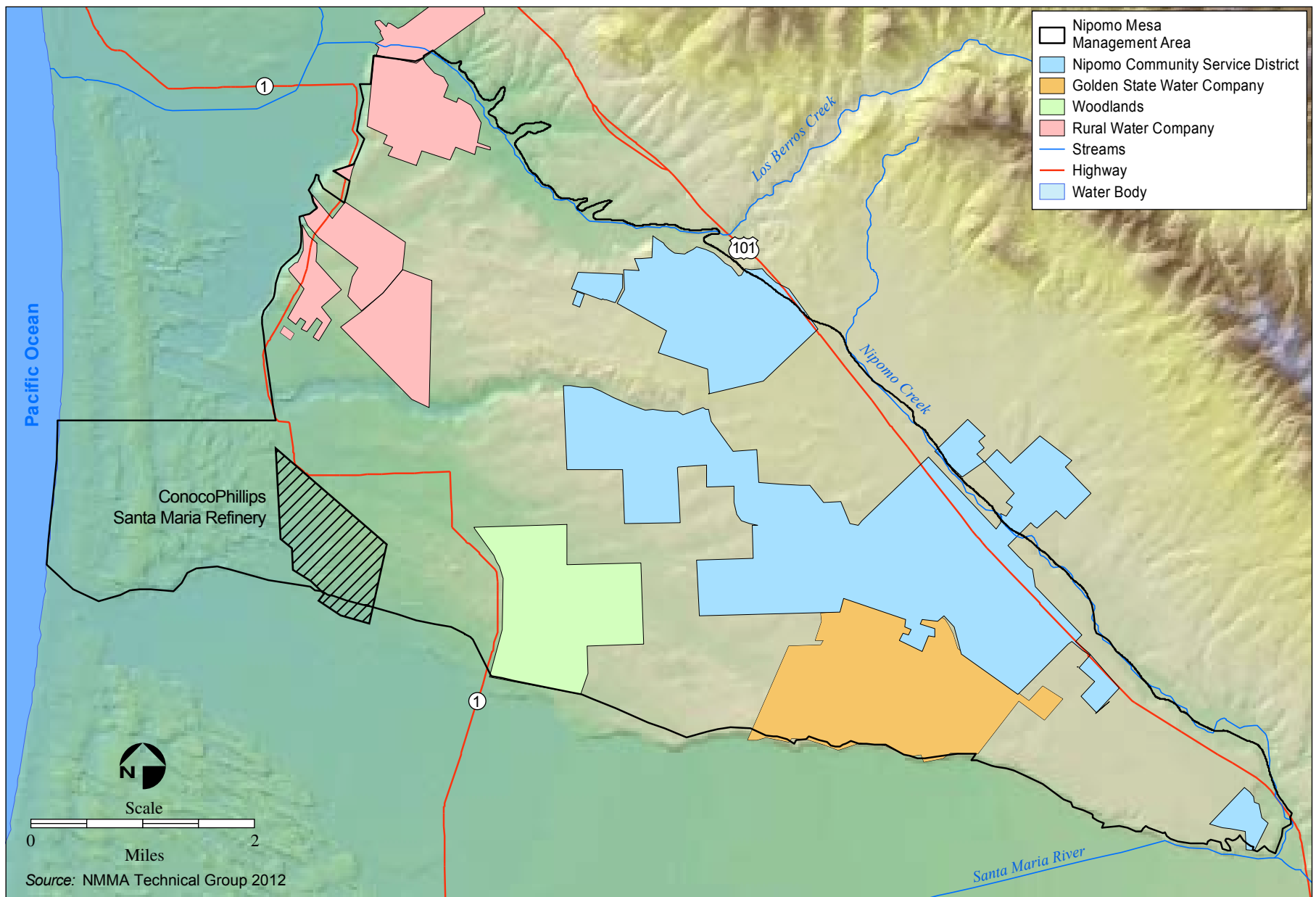


Figure 2. NMMA Water Purveyor Boundaries

2.0 Project Description

This section provides a description of the existing facilities and changes to water use that will occur with the Proposed Project.

2.1 Project Background

The ConocoPhillips Santa Maria Facility (SMF) was built on the Nipomo Mesa in southern San Luis Obispo County (SLOC) in 1955. The SMF mainly processes heavy, high-sulfur crude oil. Semi-refined liquid products from the SMF are sent by pipeline to the Rodeo Refinery for upgrading into finished petroleum products. Currently the SMF processes crude oil into semi-refined liquid products, petroleum coke, elemental sulfur, and fuel gas used onsite.

During recent years, the SMF has been modified and upgraded to modernize the process and comply with changing environmental regulations. Significant upgrades included installing emission control devices, such as the tail gas unit, low nitrogen oxide burners, tank vapor recovery, and flare vapor recovery. The water treatment plant was **also** upgraded by installing a reverse osmosis system that replaced a water softener unit, which reduced water demand from the SMF well water system. Also, changing the water effluent to a tankage system eliminated storing water in onsite surface impounds. The most recent upgrade, permanently shutting down the petroleum coke calciner in March 2007, decreased criteria pollutants and hazardous air pollutants. In addition, this facility upgrade resulted in reduced water usage.

2.2 Proposed Project

The Proposed Project involves changing the Air Pollution Control District permit for the SMF by increasing the allowable throughput of crude oil by ten percent and allowing the facility to process previously refined gas/petroleum liquid under the definition of crude oil. With the ten percent increase in crude oil throughput, ConocoPhillips estimates that water use may increase by one percent, as the use of water is not directly proportional to crude oil processing rates.

The SMF obtains all of its water from onsite groundwater wells. Water is primarily used for cooling, boiler feed for steam production, and process use such as coke drum cutting. The SMF currently uses less water than it has historically because of two changes:

- The SMF installation of a reverse osmosis water treatment unit, which requires less water than the water softener unit it replaced.
- The March 2007 shutdown of the Carbon Plant (i.e., the calciner) that used water for cooling coke from the calcine process and green coke screening.

Prior to the calciner shutdown, the facility used approximately 459 million gallons of groundwater per year (1,410 acre-feet per year). Currently, usage is estimated to be 358 million gallons of groundwater per year (1,100 acre-feet per year) (ConocoPhillips 2010). A one percent increase in water use would be equivalent to 3.58 million gallons of groundwater per year (11

acre-feet), for a combined total of 362 million gallons per year (1,111 acre-feet per year). This water supply assessment evaluates the sufficiency of available water supplies to meet the increase in water demand associated with the Proposed Project.

3.0 Water Supply Planning under Senate Bill 610

Senate Bill (SB) 610 was passed in 2002 and amended the California Water Code by requiring a water supply assessment (WSA) to be completed for certain projects subject to CEQA. SB 610 involves answering the following questions.

3.1 Is the proposed project subject to CEQA?

Yes. As presented in the Draft EIR, the Proposed Project requires permits issued by a public agency and is, therefore, subject to CEQA.

3.2 Is the proposed project a “Project” under SB 610?

Yes. A proposed project meets the definition of “Project” according to Water Code Section 10912 if it is:

- (a)(1) A proposed residential development of more than 500 dwelling units;*
- (a)(2) A proposed shopping center or business establishment employing more than 1,000 persons or having more than 500,000 square feet of floor space;*
- (a)(3) A proposed commercial office building employing more than 1,000 persons or having more than 250,000 square feet of floor space;*
- (a)(4) A proposed hotel or motel, or both, having more than 500 rooms;*
- (a)(5) A proposed industrial, manufacturing, or processing plant, or industrial park planned to house more than 1,000 persons, occupying more than 40 acres of land, or having more than 650,000 square feet of floor area;*
- (a)(6) A mixed-use project that includes one or more of the projects specified in this subdivision; or*
- (a)(7) A project that would demand an amount of water equivalent to, or greater than, the amount of water required by a 500 dwelling unit project (DWR 2003b).*

The Draft EIR for the Proposed Project concluded that a water supply assessment would not be required, based on definition (a)(7), because the water demand for the Proposed Project would not be equivalent to or greater than the amount of water required by a 500 dwelling unit project. In *Center for Biological Diversity v. County of San Bernardino*, the Fourth District Court of Appeal clarified how to apply the statutory criteria to determine whether the project requires a Water WSA under SB 610. The Court ruled that WSAs must be prepared for projects that meet the statutory criteria set forth in definition (a)(2) and (a)(6), regardless of the amount of water those projects will actually use.

The ConocoPhillips SMF is an industrial processing plant occupying more than 40 acres of land. Therefore, under definition (a)(5), a WSA is required.

The SMF is an existing facility and the Proposed Project would not involve the construction of additional facilities. The Proposed Project only involves increasing the throughput of crude oil to the facility by ten percent, which may increase water use by one percent (11 acre-feet per year). Since the Proposed Project does not include additional industrial plant facilities more than 40 acres, an argument could be made that definition (a)(5) would not apply. However, the significance of *Center for Biological Diversity v. County of San Bernardino* is that the courts could liberally interpret the statutory thresholds that require preparation of the WSA. In order to ensure compliance with SB 610, the County has required preparation of a WSA for the Proposed Project.

3.3 Is there a public water system that will service the proposed project?

No. The SMF obtains all of its water from onsite wells and does not receive water service from a public agency. ConocoPhillips extracts water from the Nipomo Mesa Management Area, which is managed by the Nipomo Mesa Management Area Technical Group (NMMA TG), as required in the Stipulation for the Santa Maria Groundwater Litigation (hereafter referred to as the Stipulation and included in Attachment A). ConocoPhillips is a member of the NMMA TG.

3.4 Is there a current UWMP that accounts for the project demand?

No. The nearest public water system is the Nipomo Community Services District, which does not include the ConocoPhillips SMF in its service area. ConocoPhillips water use at the SMF predates most of the development on the Nipomo Mesa and is not in the service area of a public water system.

3.5 Is groundwater a component of the supplies for the project?

Yes. The SMF obtains all its water from groundwater wells, which extract water from the Nipomo Mesa Management Area of the Santa Maria Groundwater Basin. See discussion in Sections 4, 5, and 6.

3.6 Are there sufficient supplies to serve the project for the next 20 years?

Yes. Based on ConocoPhillips groundwater rights and the management of the NMMA, as required by the Stipulation, there is sufficient water supplies for the Proposed Project. See discussion in Sections 4, 5, and 6.

4.0 Water Supply

Conoco Phillips extracts groundwater from the Nipomo Mesa Management Area (NMMA) of the Santa Maria Groundwater Basin. The following sections describe the groundwater in the NMMA, ConocoPhillips groundwater rights according the Judgment after Trial and Stipulation for the Santa Maria Groundwater Basin (hereafter referred to as the Judgment after Trial), and a summary of ConocoPhillips groundwater supplies.

4.1 Groundwater Resources of the Nipomo Mesa Management Area

The NMMA overlies part of the northwest portion of and is contiguous with the Santa Maria Groundwater Basin (Figure 1). The source of groundwater for ConocoPhillips wells are the deep aquifer in the Paso Robles and Careaga formations underlying the Nipomo Mesa. The deep aquifer is also the main source of water for surrounding municipal and agricultural wells. The shallow aquifer in the Nipomo Mesa sand dunes is utilized by lower capacity domestic and agricultural wells. The shallow and deep aquifers underlying the SMF are separated by relatively low hydraulic conductivity layers that act as confining layers in the NMMA (NMMA TG 2012).

One of the main threats to groundwater in the NMMA is the potential for seawater intrusion in the coastal portions of the aquifer. Evaluating seawater intrusion risk depends on knowledge of the groundwater levels, depth of the aquifers, structural geology/stratigraphy, and the location of the seawater-freshwater interface (NMMA TG 2012). The potential for seawater intrusion is minimized when there is sufficient subsurface groundwater flow toward the ocean, which can be monitored using groundwater elevations to determine the offshore gradient. If the onshore aquifers are pumped in excess of replenishment, the groundwater flow direction could reverse and seawater intrusion could eventually occur (NMMA TG 2012). However, a substantial lag time may be present between excessive pumping-induced groundwater gradient reversal and seawater intrusion into the freshwater aquifer.

A series of coastal sentry wells are monitored regularly for seawater intrusion and reported publicly. To date, there has been no increase in chloride concentrations (indicative of seawater intrusion) in the coastal sentry wells. The 2011 NMMA report concluded that there is no evidence of seawater intrusion in the NMMA portion of the SMGB (NMMA TG 2012).

Groundwater quality monitoring in other parts of the NMMA has identified localized areas of the NMMA with nitrate concentrations as high as 90 percent of the Maximum Contaminant Level and rising nitrate concentrations in groundwater. Nitrate contamination can occur beneath agricultural lands as a result of leaching of fertilizer-rich soil into underlying groundwater. One of the ConocoPhillips wells reported a high (1,000 mg/l) total dissolved solids (TDS) concentration, which exceeds secondary drinking water standards. However, the well is used for industrial processing (Carollo 2012).

4.2 ConocoPhillips Groundwater Rights

The rights to extract water from the Santa Maria Groundwater Basin (SMGB) have been in litigation since the late 1990s, culminating with the Stipulation, dated June 30, 2005. The Judgment after Trial, dated January 25, 2008, by the Superior Court of Santa Clara County, approved the Stipulation and ordered the Stipulating Parties to comply with each and every term within the Stipulation. Both ConocoPhillips and the County of San Luis Obispo are Stipulating Parties. This binding water management agreement is only alterable by an order of the Superior Court of the County of Santa Clara. ConocoPhillips water rights, duties, and responsibilities are set forth in the Stipulation as excerpted below:

VI (B)(1). ConocoPhillips and its successors-in-interest shall have the right to the reasonable and beneficial use of Groundwater on the property it owns as of the date of this Stipulation located in the NMMA ("ConocoPhillips Property ") without limitation, except in the event the mandatory action trigger point (Severe Water Shortage conditions) described in Paragraph VI(D) (2) below is reached. Further, any public water supplier which provides water service to the ConocoPhillips Property may exercise that right subject to the limitation described in Paragraph VI(D)(2).

Mandatory action trigger point (Severe Water Shortage Condition)

VI(D)(2).(ii) ConocoPhillips shall reduce its Yearly Groundwater use to no more than 110% of the highest amount it previously used in a single Year, unless it agrees in writing to use less Groundwater for consideration received. The base Year from which the calculation of any reduction is to be made may include any prior single Year up to the Year in which the Nipomo Supplemental Water is transmitted. ConocoPhillips shall have discretion in determining how reduction of its Groundwater use is achieved.

Therefore, ConocoPhillips has rights to the reasonable and beneficial use of water without limitation, except in the event of a Severe Water Shortage Condition (Carollo 2012). In a severe water shortage condition, ConocoPhillips's production would be reduced to no more than 110% of the highest amount it previously used in a single year.

4.3 ConocoPhillips Projected Water Supplies

Prior to the calciner shutdown in 2007, the facility used a maximum of approximately 459 million gallons of groundwater per year, which equates to 1,410 acre-feet per year (ConocoPhillips 2010). Adding 10% to this prior maximum usage, ConocoPhillips's groundwater production would be limited to 1,550 acre-feet per year in a Severe Water Shortage Condition (Table 1).

Table 1. Annual Amount of Rights, Entitlements and Contracts

Water Source	AFY	Water Rights
NMMA Groundwater – Normal and Potentially Sever Water Shortage Condition	No limit to reasonable and beneficial use of water	Stipulation (June 30, 2005)
NMMA Groundwater - Severe Water Shortage Condition	1,550 ¹	Stipulation (June 30, 2005).

1. Based on 1,410 AF as the highest previous water use. This analysis is based on recent water use data (ConocoPhillips 2010) and did not evaluate all historical ConocoPhillips water use data.

5.0 Water Demand

This section provides the prior ConocoPhillips water demand, the projected ConocoPhillips water demand with the Proposed Project, and the NMMA Projected Water Demands and Management requirements.

5.1 Prior ConocoPhillips Water Demand

Currently, usage is estimated to be 358 million gallons of groundwater per year (1,100 acre-feet per year) (ConocoPhillips 2010). Water use from 2008 to 2011 are documented in the Annual Reports by the NMMA TG. Prior to the shutdown of the calciner in 2007, the SMF used approximately 459 millions of gallons per year (1,410 acre-feet per year) (Conoco Phillips 2010).

Table 2. Prior Groundwater Demands

Source	Pre-2007	2008	2009	2010	2011
Groundwater	1,410	1,100	1,200	1,200	1,100

5.2 Projected ConocoPhillips Water Demand

ConocoPhillips estimates that an increase of ten percent in throughput of crude oil to the facility will result in a one percent increase in water use. Based on their current water use, this increase would be 3.58 millions of gallons of groundwater per year (11 acre-feet), for a combined Proposed Project total of 362 million gallons per year (1,111 acre-feet per year). Based on the 4th Annual Report for the NMMA (NMMA TG 2012), ConocoPhillips listed its potential future groundwater demand in 2030 to be 1,200 acre-feet per year (Table 3). Future increases in groundwater production due to ConocoPhillips projects under CEQA may require additional water supply assessments.

Table 3. Projected Water Demands with Proposed Project

Source	2015	2020	2025	2030
Groundwater	1,111	1,111	1,111	1,200

5.3 NMMA Project Water Demand and Management Requirements

In the absence of an Urban Water Management Plan available, SB 610 requires that the CEQA lead agency (County of San Luis Obispo) evaluate the total projected demands in the city or county. While the NMMA is not a city or county, it is the legally recognized groundwater management area from which ConocoPhillips extracts water. The NMMA TG performs the monitoring of the groundwater within the NMMA and compiles the data annually for their annual report. The 2011 production of all users in the NMMA was estimated to be 10,538 AF (Table 4).

Table 4. 2011 Groundwater Production and Potential Future Demand

Water User	2011 Groundwater Production (AFY)	Potential Future Demand at 2030
ConocoPhillips	1,100	1,200 ¹
Nipomo Community Services District (NCSD)	2,488	3,400
Golden State Water Company (GSWC)	1,043	1,940
Woodlands	864	1,600
Rural Water Company (RWC)	728	NA
Rural Landowners	1,850	NA
Agriculture	2,465	NA
Total	10,538	

Source: NMMA TG 2012

1. Conoco Phillips listed its potential future groundwater demand to be 1,200 acre-feet per year in the 4th Annual Report for the NMMA. The Proposed Project only involves a one percent increase from the current levels or a total demand of 1,111 AFY. Future increases in groundwater production due to ConocoPhillips projects may require additional water supply assessments under CEQA.

The NMMA TG does not estimate an annual safe yield or available water supply for the NMMA. Per the Stipulation, the NMMA TG uses trigger points of Potentially Severe and Severe Water Shortage Conditions to determine if there are adequate groundwater supplies for the NMMA. The Water Shortage Conditions are based on groundwater levels, using a key well index, as well as groundwater elevations and chloride concentrations in the coastal sentinel wells. The NMMA TG determined that Potentially Severe Water Shortage Conditions existed in 2008, 2009, 2010, and 2011 (Figure 3).

Potentially Severe Water Shortage Conditions require voluntary conservation measures from the water purveyors in the NMMA (not including ConocoPhillips). The continued Potentially Severe Water Shortage Conditions suggest that supplies are not sufficient to meet demands. The projected growth in production by 2030 will likely not be possible without the purchase of supplemental water. The NMMA TG has recommended that the Nipomo Supplemental Water Project be implemented as soon as possible. In addition, the County of San Luis Obispo has restricted future production by Ordinance 3090 (adopted May 2006), whereby new dwelling units must pay a supplemental water charge. The voluntary conservation measures required by the Well Management Plan, the Nipomo Supplemental Water Project, and County Ordinance 3090 have been undertaken to prevent Severe Water Shortage Conditions in NMMA.

In the event that Severe Water Conditions develop prior to implementation of the Nipomo Supplemental Water Project, water users other than ConocoPhillips in the NMMA would implement mandatory conservation measures, per the Well Management Plan developed as part of the Stipulation. The Well Management Plan provides the conservation steps to be taken by Nipomo Community Services District, Golden State Water Company, Woodlands, and Rural Water Company to improve the water conditions in the NMMA. The management actions required under the Stipulation, including the Well Management Plan and the Nipomo Supplemental Water Project, protect the overall groundwater resources in the NMMA.

SB 610 requires an evaluation of the available supplies in a normal, single dry year, and multiple dry year period. Groundwater is the sole source of water supply in the NMMA. Groundwater in storage in the NMMA provides a buffer for the water users in single dry years. Based on the single dry years in the historical record, the key well index has declined as much as 10 feet. However, there has been sufficient groundwater in storage to supply water through a single year drought. Of more concern is a multi-year dry period, similar to the one experienced in the late 1980s and early 1990s. This drought resulted in water levels dropping to their lowest levels in the historical record. A repeat of 1987 to 1991 precipitation pattern in the future would likely result in the key well index dropping below the Severe Water Shortage Condition criterion. Water demand has significantly increased since the early 1990s and the additional water demand in a dry period would result in lower water levels. For the purposes of this assessment, the Severe Water Shortage Condition will be used to evaluate the water supplies available in a multi-year dry period.

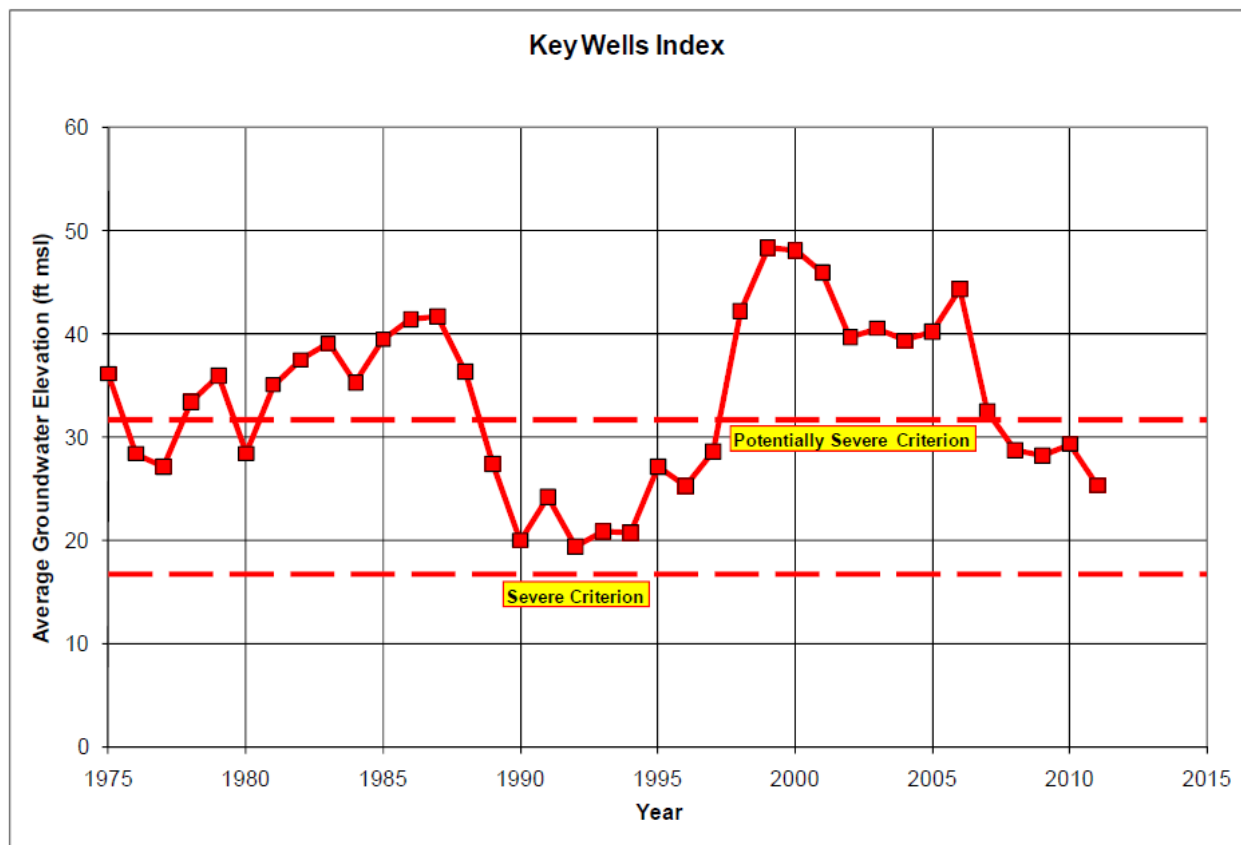


Figure 3. NMMA Key Well Index (NMMA TG 2012)

6.0 Conclusion

The Proposed Project would result in an increase in groundwater use of one percent, or 11 acre-feet per year. The total projected demand of 1,111 acre-feet per year is over 20 percent less than pre-2007 groundwater demand of the ConocoPhillips SMF (1,410 acre-feet per year). According to the Stipulation, ConocoPhillips has no limit to the beneficial and reasonable use of groundwater unless there is a Severe Water Shortage Condition. In the next 20 years, if a Severe Water Shortage Condition occurs, per the Stipulation, ConocoPhillips would have rights to 110 percent of the highest amount of groundwater it utilized (1,550 acre-feet per year). The Proposed Project demand (1,110 acre-feet per year) is less the ConocoPhillips groundwater rights, per the Stipulation. Therefore, there is sufficient water supply for the Proposed Project for the next 20 years (Table 5).

Table 5. Water Demand/Supply Comparison

	2015	2020	2025	2030
Water Demands	1,111	1,111	1,111	1,200
Water Supply – Normal or Potentially Severe Condition (Normal or single dry year)	No Limit	No Limit	No Limit	No Limit
Water Supply –Severe Condition (Multi-year Dry Period)	1,550	1,550	1,550	1,550
Surplus or Deficit in Severe Conditions	439	439	439	350

This Water Supply Assessment is based on the groundwater rights of ConocoPhillips, as defined in the Stipulation. San Luis Obispo County is a signed party to the Stipulation and is bound by the water management agreement to comply with each and every term, which includes upholding ConocoPhillips groundwater rights.

This assessment should not be interpreted that there is sufficient supplies for all purveyors in the NMMA to meet their future demands for the next 20 years. Overall, the NMMA is in a Potentially Severe Water Shortage condition. The Stipulation requires the other water purveyors in the NMMA (i.e., NCSD, GWSC, Woodlands, RWC) to purchase and transmit supplemental water to improve the water conditions in the NMMA. San Luis Obispo County has restricted groundwater production by requiring new developments to pay a supplemental water charge. Due to the current water shortage conditions and the County ordinance, there likely would not be sufficient water supply for additional development in the NMMA without the purchase and transmittal of supplemental water.

7.0 References

Carollo Engineers. 2012. San Luis Obispo County Master Water Plan Draft. Prepared for San Luis Obispo County Flood Control and Water Conservation District. January 2012.

ConocoPhillips. 2010. EIR – Updated Information ConocoPhillips Santa Maria Refinery Throughput Increase Environmental Impact Report. July 27, 2010.

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Superior Court of the State of California County of Santa Clara. 2008. Judgment after Trial for the Santa Maria Groundwater Litigation.

Attachment A

Stipulation

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SANTA CLARA

SANTA MARIA VALLEY WATER
CONSERVATION DISTRICT,

Plaintiff,

v.

CITY OF SANTA MARIA, et al.,

Defendants.

AND RELATED CROSS-ACTIONS AND
ACTIONS CONSOLIDATED FOR ALL
PURPOSES

) SANTA MARIA GROUNDWATER
) LITIGATION
) Lead Case No. CV 770214
) (CONSOLIDATED FOR ALL PURPOSES)

)
) [Consolidated With Case Numbers:
) CV 784900; CV 785509; CV 785522;
) CV 787150; CV 784921; CV 785511;
) CV 785936; CV 787151; CV 784926;
) CV 785515; CV 786791; CV 787152;
) CV 036410]
)
) San Luis Obispo County Superior Court Case
) Nos. 990738 and 990739
)
) [Assigned to Judge Jack Komar for All
) Purposes]

STIPULATION (JUNE 30, 2005 VERSION)

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1 **I. INTRODUCTION -- ALL MANAGEMENT AREAS**

2 The Stipulating Parties hereby stipulate and agree to entry of judgment containing the
3 terms and conditions of this Stipulation.

4 **A. Parties and Jurisdiction**

5 1. Plaintiff and Cross-Defendant Santa Maria Valley Water Conservation District
6 (“District”) is a water conservation district organized under California Water Code section 74000,
7 *et seq.* The District does not pump Groundwater from the Basin.

8 2. Defendants, Cross-Complainants and Cross-Defendants the City of Santa Maria
9 (“Santa Maria”), City of Guadalupe (“Guadalupe”), Southern California Water Company
10 (“SCWC”), Nipomo Community Services District (“NCSD”), Rural Water Company (“RWC”),
11 City of Arroyo Grande (“Arroyo Grande”), City of Pismo Beach (“Pismo Beach”), City of Grover
12 Beach (“Grover Beach”) and Oceano Community Services District (“Oceano”) rely, in part, on
13 Groundwater to provide public water service to customers within the Basin.

14 3. Cross-Defendant County of San Luis Obispo (“San Luis Obispo”) is a subdivision
15 of the State of California. Cross-Defendant San Luis Obispo County Flood Control and Water
16 Conservation District (“SLO District”) is a public entity organized pursuant to the laws of the
17 State of California. Neither San Luis Obispo nor SLO District pumps Groundwater from the
18 Basin.

19 4. Cross-Defendant County of Santa Barbara (“Santa Barbara”) is a subdivision of
20 the State of California. Santa Barbara does not pump Groundwater from the Basin.

21 5. Numerous other Cross-Defendants and Cross-Complainants are Overlying
22 Owners. Many of these Overlying Owners pump Groundwater from the Basin, while others do
23 not currently exercise their Overlying Rights. Those Overlying Owners who are Stipulating
24 Parties are identified on Exhibit “A”.

25 6. This action presents an *inter se* adjudication of the claims alleged between and
26 among all Parties. This Court has jurisdiction over the subject matter of this action and over the
27 Parties herein.

28 ///

1 **B. Further Trial**

2 The Stipulating Parties recognize that not all Parties have entered into this Stipulation and
3 that a trial will be necessary as to all non-Stipulating Parties. No Stipulating Party shall interfere
4 or oppose the effort of any other Stipulating Party in the preparation and conduct of any such
5 trial. All Stipulating Parties agree to cooperate and coordinate their efforts in any trial or hearing
6 necessary to obtain entry of a judgment containing the terms and conditions of this Stipulation.
7 No Stipulating Party shall have any obligation to contribute financially to any future trial.

8 **C. Definitions**

9 As used in this Stipulation, the following terms shall have the meanings herein set forth:

- 10 1. Annual or Year – That period beginning January 1 and ending December
11 31.
- 12 2. Annual Report – The report prepared and filed with the Court annually for
13 each Management Area.
- 14 3. Appropriative Rights – The right to use surplus Native Groundwater for
15 reasonable and beneficial use.
- 16 4. Available State Water Project Water – The amount of SWP Water an
17 Importer is entitled to receive in a given Year based upon the California Department of Water
18 Resources final Table A allocation.
- 19 5. Basin - The groundwater basin described in the Phase I and II orders of the
20 Court, as modified, and presented in Exhibit “B”.
- 21 6. Developed Water – Groundwater derived from human intervention as of
22 the date of this Stipulation, which shall be limited to Twitchell Yield, Lopez Water, Return
23 Flows, and recharge resulting from storm water percolation ponds.
- 24 7. Groundwater – Twitchell Yield, Lopez Water, Return Flows, storm water
25 percolation, Native Groundwater and all other recharge percolating within the Basin.
- 26 8. Importer(s) – Any Party who brings Imported Water into the Basin. At the
27 date of this Stipulation, the Importers are Santa Maria, SCWC, Guadalupe, Pismo Beach, and
28 Oceano.

9. Imported Water – Water within the Basin, originating outside the Basin that absent human intervention would not recharge or be used in the Basin.

10. Lopez Project – Lopez Dam and Reservoir located on Arroyo Grande Creek, together with the associated water treatment plant, delivery pipeline and all associated facilities, pursuant to State Water Resources Control Board permit No. 12814 (A-18375) and pending application No. A-30826.

11. Lopez Water – Groundwater within the Basin derived from the operation of the Lopez Project.

12. Management Areas – The three areas within the Basin that have sufficient distinguishing characteristics to permit the water resources and facilities of each area to be individually managed. The Management Areas are: the Northern Cities Management Area, the Nipomo Mesa Management Area, and the Santa Maria Valley Management Area, as shown on Exhibit "C".

13. Management Area Engineer – The individual(s) or consulting firm(s) that are hired to prepare the Monitoring Plan(s) and Annual Report(s) for one or more of the Management Areas.

14. Monitoring Parties – Those Parties responsible for conducting and funding each Monitoring Program.

15. Monitoring Program – The data collection and analysis program to be conducted within each Management Area sufficient to allow the preparation of the Annual Report.

16. Native Groundwater – Groundwater within the Basin, not derived from human intervention, that replenishes the Basin through precipitation, stream channel infiltration, tributary runoff, or other natural processes.

17. New Developed Water – Groundwater derived from human intervention through programs or projects implemented after the date of this Stipulation.

18. New Urban Uses – Municipal and industrial use which may occur on land that, as of January 1, 2005, was located: 1) within the boundaries of a municipality or its sphere of influence, or within the process of inclusion in its sphere of influence; or 2) within the certificated

1 service area of a publicly regulated utility. The New Urban Use areas are identified in Exhibit
2 "D". New Urban Uses does not include the current DJ Farms development within Guadalupe
3 City limits (including Santa Barbara County APN 113-080-18, 113-080-24).

4 19. Nipomo Mesa Management Area or NMMA – That Management Area
5 shown on Exhibit "C".

6 20. Nipomo Mesa Management Area Technical Group – The committee
7 formed to administer the relevant provisions of the Stipulation regarding the Nipomo Mesa
8 Management Area.

9 21. Northern Cities Management Area – That Management Area which is part
10 of Zone #3 of the San Luis Obispo County Flood Control and Water Conservation District as
11 shown on Exhibit "C".

12 22. Northern Cities – Arroyo Grande, Pismo Beach, Grover Beach and
13 Oceano.

14 23. Northern Parties – The Northern Cities, the Overlying Owners within the
15 Northern Cities Management Area, San Luis Obispo and the SLO District.

16 24. Overlying Right – The appurtenant right of an Overlying Owner to use
17 Native Groundwater for overlying, reasonable and beneficial use.

18 25. Overlying Owner(s) – Owners of land overlying the Basin who hold an
19 Overlying Right.

20 26. Party – Each Person in this consolidated action, whether a Stipulating
21 Party or a non-Stipulating Party.

22 27. Person – Any natural person, firm, association, organization, joint venture,
23 partnership, business, trust, corporation, or public entity.

24 28. Public Hearing – A hearing after notice to all Parties and to any other
25 person legally entitled to notice.

26 29. Return Flows – Groundwater derived from use and recharge within the
27 Basin of water delivered through State Water Project facilities.

28 ///

1 30. Santa Maria Valley Management Area – That Management Area shown on
2 Exhibit “C”.

3 31. Severe Water Shortage Conditions – Those conditions, as separately
4 defined in a Severe Water Shortage Response Plan for each Management Area, that trigger
5 certain discretionary and mandatory responses by the Stipulating Parties upon order of the Court.

6 32. Severe Water Shortage Response Plan – The discretionary and mandatory
7 responses for each Management Area that are to be implemented when Severe Water Shortage
8 Conditions exist.

9 33. State Water Project Water or SWP Water – Water imported through the
10 State of California State Water Resources Development System pursuant to Division 6, Part 6,
11 Chapter 8, of the California Water Code.

12 34. Stipulating Party – A Party that has signed this Stipulation, as listed in
13 Exhibit “A”, or its heirs, executors, administrators, trustees, successors, assigns, and agents.

14 35. Storage Space – The portion of the Basin capable of holding water for sub-
15 sequent reasonable and beneficial uses.

16 36. SWP Contract(s) – Those series of contracts that entitle the Importers to
17 use SWP facilities to bring Imported Water into the Basin.

18 37. Twitchell Management Authority or TMA – The committee formed to
19 administer the relevant provisions of the Stipulation regarding the Santa Maria Valley Manage-
20 ment Area.

21 38. Twitchell Participants – Those Stipulating Parties holding rights to
22 Twitchell Yield.

23 39. Twitchell Project – Dam and reservoir authorized by Congress as the
24 “Santa Maria Project” on September 3, 1954 (Public Law 774, 83d Congress, ch. 1258, 2d
25 session, 68 Stat. 1190) and located on the Cuyama River, approximately six miles upstream from
26 its junction with the Sisquoc River, pursuant to that certain License For Diversion And Use of
27 Water, License No. 10416, issued by the State Water Resources Control Board.

28 ///

40. Twitchell Water – Groundwater derived from operation of the Twitchell Project.

41. Twitchell Yield – The total amount of Groundwater allocated annually to the Twitchell Participants.

II. EXHIBITS

The following Exhibits are attached to this Stipulation and incorporated herein:

1. *Exhibit "A"*, list identifying the Stipulating Parties and the parcels of land bound by the terms of this Stipulation.

2. *Exhibit "B"*, Phase I and II Orders, as modified, and the attached map depicting the Santa Maria Basin.

3. *Exhibit "C"*, map of the Basin and boundaries of the three Management Areas.

4. *Exhibit "D"*, map identifying those lands as of January 1, 2005: 1) within the boundaries of a municipality or its sphere of influence, or within the process of inclusion in its sphere of influence; or 2) within the certificated service area of a publicly regulated utility; and a list of selected parcels that are nearby these boundaries which are excluded from within these areas.

5. *Exhibit "E"*, 2002 Settlement Agreement between the Northern Cities and Northern Landowners.

6. *Exhibit "F"*, the agreement among Santa Maria, SCWC and Guadalupe regarding the Twitchell Project and the TMA.

7. *Exhibit "G"*, the Court's Order Concerning Electronic Service of Pleadings and Electronic Posting of Discovery Documents dated June 27, 2000.

8. *Exhibit "H"*, the form of memorandum of agreement to be recorded.

III. DECLARATION OF RIGHTS -- ALL MANAGEMENT AREAS

The terms and conditions of this Stipulation set forth a physical solution concerning Groundwater, SWP Water and Storage Space, consistent with common law water rights priorities.

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1 **A. Recognition of Priority of Overlying Rights**

2 Except as expressly modified by the settlement agreement among the Northern Parties
3 (Exhibit "E"), all Overlying Owners that are also Stipulating Parties have a prior and paramount
4 Overlying Right, whether or not yet exercised.

5 **B. Prescriptive Rights**

6 As to the Stipulating Parties, no Party has proved prescriptive rights to any Native
7 Groundwater. Future use by the Stipulating Parties will not be adverse and will not ripen into a
8 prescriptive right as between the Stipulating Parties.

9 **C. Appropriative Rights**

10 Consistent with the specific provisions governing each Management Area, the Stipulating
11 Parties owning and exercising Appropriative Rights have the right to the reasonable and bene-
12 ficial use of Native Groundwater that is surplus to the reasonable and beneficial uses of the
13 Stipulating Parties that are Overlying Owners. New appropriative uses shall be subordinate to
14 existing appropriations and shall be prioritized on a first in time, first in right basis.

15 **D. Developed Water Rights**

16 The Stipulating Parties owning Developed Water or New Developed Water have the right
17 to its reasonable and beneficial use, consistent with the specific provisions governing each
18 Management Area. The right to use Developed Water is a right to use commingled Groundwater
19 and is not limited to the corpus of that water.

20 **E. Rights to Storage Space**

21 The Court shall reserve jurisdiction over the use of the Storage Space, and any Party may
22 apply to the Court for the approval of a project using Storage Space. The Court must approve any
23 project using Storage Space before any Party can claim a right to stored water from that project.
24 The Stipulating Parties agree that Groundwater derived from Developed Water is exempt from
25 the Court approval requirements of this Paragraph.

26 **F. Other Surface Water Rights**

27 Nothing in this Stipulation affects or otherwise alters common law riparian rights or any
28 surface water rights, unless expressly provided in this Stipulation.

1 **IV. PHYSICAL SOLUTION – ALL MANAGEMENT AREAS**

2 **A. Authority**

3 Pursuant to Article X, section 2 of the California Constitution, the Stipulating Parties
4 agree that the Court has the authority to enter a judgment and physical solution containing the
5 terms and conditions of this Stipulation. Unless the Court imposes this physical solution, poten-
6 tial changes in water use could affect Basin adequacy and integrity. The Declaration of Rights is
7 a component of this physical solution.

8 **B. Purposes and Objectives**

9 The terms and conditions of this Stipulation are intended to impose a physical solution
10 establishing a legal and practical means for ensuring the Basin's long-term sustainability. This
11 physical solution governs Groundwater, SWP Water and Storage Space, and is intended to ensure
12 that the Basin continues to be capable of supporting all existing and future reasonable and
13 beneficial uses. This physical solution is: 1) a fair and equitable basis for the allocation of water
14 rights in the Basin; 2) in furtherance of the mandates of the State Constitution and the water
15 policy of the State of California; and 3) a remedy that gives due consideration to applicable
16 common law rights and priorities to use Groundwater and Storage Space, without substantially
17 impairing any such right.

18 **C. Basin Management Areas**

19 Development and use of Groundwater, SWP Water and Storage Space have historically
20 been financed and managed separately in three Management Areas. For example, only the
21 Northern Parties have paid for, managed, and benefited from the Lopez Project; whereas only
22 Santa Maria Valley parties have paid for, managed, and benefited from the Twitchell Project. In
23 contrast, the Nipomo Mesa parties have not been involved in the funding or management of either
24 the Twitchell or Lopez Projects.

25 The Stipulating Parties agree that Groundwater, SWP Water and Storage Space can be
26 more efficiently allocated and managed in three Management Areas, given the physical, geo-
27 graphical, political, economic, and historic conditions. The three Management Areas, as shown
28 on Exhibit "C," are as follows: Northern Cities Management Area; Nipomo Mesa Management

1 Area; and Santa Maria Valley Management Area. The Stipulating Parties intend that manage-
2 ment through three Management Areas will preserve the Basin's integrity.

3 **D. Groundwater Monitoring**

4 1. Monitoring Program. A Monitoring Program shall be established in each
5 of the three Management Areas to collect and analyze data regarding water supply and demand
6 conditions. Data collection and monitoring shall be sufficient to determine land and water uses in
7 the Basin, sources of supply to meet those uses, groundwater conditions including groundwater
8 levels and quality, the amount and disposition of Developed Water supplies, and the amount and
9 disposition of any other sources of water supply in the Basin. The Northern Cities Management
10 Area shall not be required to include in its Monitoring Program or Annual Reports quantification
11 of groundwater recharge from the Lopez Project or storm water percolation ponds, unless the
12 Court orders inclusion of this information.

13 Within one hundred and eighty days after entry of judgment, representatives of the Moni-
14 toring Parties from each Management Area will present to the Court for its approval their
15 proposed Monitoring Program. The Management Area Engineers shall freely share available well
16 data, groundwater models, and other products and tools utilized in monitoring and analysis of
17 conditions in the three Management Areas, consistent with the confidentiality provisions of this
18 Stipulation.

19 Absent a Court order to the contrary, all Stipulating Parties shall make available relevant
20 information regarding groundwater elevations and water quality data necessary to implement the
21 Monitoring Program approved for their respective Management Area. The Monitoring Parties
22 shall coordinate with the Stipulating Parties to obtain any needed data on reasonable terms and
23 conditions. Metering may only be imposed on Stipulating Parties upon a Court order following a
24 showing that such data is necessary to monitor groundwater conditions in the Basin, and in the
25 case of an Overlying Owner, that Overlying Owner has failed to provide information comparable
26 to that provided by other Overlying Owners. The confidentiality of well data from individual
27 owners and operators will be preserved, absent a Court order or written consent.

28 ///

- 1 2. Monitoring Parties. The Monitoring Parties are as follows:
- 2 (a) Santa Maria Valley Management Area – The Twitchell Manage-
- 3 ment Authority.
- 4 (b) Northern Cities Management Area – The Northern Cities.
- 5 (c) Nipomo Mesa Management Area – The NMMA Technical Group.
- 6 3. Annual Reports. Within one hundred and twenty days after each Year, the
- 7 Management Area Engineers will file an Annual Report with the Court. The Annual Report will
- 8 summarize the results of the Monitoring Program, changes in groundwater supplies, and any
- 9 threats to Groundwater supplies. The Annual Report shall also include a tabulation of Manage-
- 10 ment Area water use, including Imported Water availability and use, Return Flow entitlement and
- 11 use, other Developed Water availability and use, and Groundwater use. Any Stipulating Party
- 12 may object to the Monitoring Program, the reported results, or the Annual Report by motion.
- 13 4. Management Area Engineer. The Monitoring Parties may hire individuals
- 14 or consulting firms to assist in the preparation of the Monitoring Programs and the Annual
- 15 Reports. Except as provided below for the Santa Maria Valley Management Area, the Moni-
- 16 toring Parties, in their sole discretion, shall select, retain and replace the Management Area
- 17 Engineer.
- 18 **E. New Developed Water**
- 19 1. Stipulating Parties in each Management Area may prepare and implement
- 20 plans to develop, salvage or import additional water supplies.
- 21 2. The Stipulating Parties that pay, or otherwise provide consideration, for
- 22 New Developed Water are entitled to use it to the extent the New Developed Water augments the
- 23 water supplies in that Management Area. If more than one Stipulating Party finances or partici-
- 24 pates in generating New Developed Water, rights to the supply of New Developed Water shall be
- 25 proportional to each Stipulating Party's financial contribution or other consideration, or as other-
- 26 wise mutually agreed to by the participating Stipulating Parties. This paragraph does not apply to
- 27 Return Flows.
- 28 ///

1 3. The Stipulating Parties who desire to claim New Developed Water supplies
2 must bring a motion, and obtain an order from the Court, quantifying and allocating the rights to
3 the New Developed Water, before they have the prior right to the New Developed Water.

4 **F. Severe Water Shortage Response**

5 This physical solution sets forth a Severe Water Shortage Plan for each Management Area
6 which is intended to provide an effective response to Severe Water Shortage Conditions that may
7 develop within each or all of the Management Areas. The specific Severe Water Shortage Plans
8 for each Management Area are incorporated herein and made a part of the physical solution.

9 **V. PHYSICAL SOLUTION: PROVISIONS SPECIFIC TO SANTA MARIA VALLEY**
10 **MANAGEMENT AREA**

11 As supplemented by the provisions of this Stipulation that apply to all Management Areas,
12 the following terms govern rights to Groundwater, SWP Water and Storage Space in the Santa
13 Maria Valley Management Area.

14 **A. Water Rights to Sources of Supply**

15 1. Overlying Rights. The Stipulating Parties who are Overlying Owners
16 within the Santa Maria Valley Management Area each have the prior and paramount right to use
17 Native Groundwater. Subject to Paragraph V(C)(2)(b)(vi), all Overlying Rights are appurtenant
18 to the overlying land and cannot be assigned or conveyed separate or apart from those lands.

19 2. Appropriative Rights. The Parties listed in Exhibit "A" are the owners of
20 Appropriative Rights exercised in the Santa Maria Valley Management Area. Each Appropriative
21 Right is limited to Native Groundwater that is surplus to reasonable and beneficial uses of the
22 Stipulating Parties that are Overlying Owners in the Santa Maria Valley Management Area. New
23 appropriative uses shall be subordinate to existing Appropriative Rights and shall be prioritized
24 on a first in time, first in right basis.

25 3. Developed Water. The Stipulating Parties owning Developed Water have
26 the right to its reasonable and beneficial use, subject only to the Severe Water Shortage Plan. On
27 an annual basis, the Stipulating Parties shall have the right to the reasonable and beneficial use of
28 Developed Water that is surplus to the reasonable and beneficial uses of the owners of that

1 Developed Water. The right to use Developed Water is a right to use commingled Groundwater
2 and is not limited to the corpus of that water.

3 (a) New Developed Water. The ownership and use of New Developed
4 Water shall be subject to Court order.

5 (b) Twitchell Water.

6 (i) *Amount*. The Twitchell Project annually provides a variable
7 amount of Developed Water that augments the Groundwater in the Santa Maria Valley Manage-
8 ment Area. Twitchell Yield is thirty-two thousand acre-feet per year ("afy").

9 (ii) *Division of Twitchell Yield*. Twitchell Yield shall be
10 divided as follows: 80% to Santa Maria, SCWC and Guadalupe, and 20% to the Overlying
11 Owners within the District who are Stipulating Parties.

12 a. The Twitchell Yield allocated to Santa Maria,
13 SCWC and Guadalupe is suballocated pursuant to the agreement among Santa Maria, SCWC and
14 Guadalupe, as attached and incorporated herein as Exhibit "F".

15 b. The Twitchell Yield allocated to the Overlying
16 Owners who are Stipulating Parties within the District shall be equally allocated to each acre of
17 land within the District owned by these Stipulating Parties. Concurrently with the execution of
18 this Stipulation, each of these Stipulating Parties shall report their acreage of overlying land
19 within the District on a parcel specific basis. Within one hundred and twenty days of the effec-
20 tive date of this Stipulation, the Management Area Engineer shall create a list of all the Stipu-
21 lating Parties and their respective allocation of the Twitchell Yield.

22 (iii) *Recapture of Twitchell Yield*. The right to use Twitchell
23 Yield is a right to use commingled Groundwater and is not limited to the corpus of that water.

24 (iv) *Transfer of Twitchell Yield*. Twitchell Yield may be trans-
25 ferred, temporarily or permanently, only between Stipulating Parties and the transfer market shall
26 be as open and competitive as practical. A memorandum of agreement summarizing each transfer
27 shall be filed with the Court and provided to the TMA. Any such memorandum of agreement
28 shall state the Parties to the transfer, the amount of Twitchell Yield transferred, the price per acre-

1 foot, and the Party responsible for the financial obligation associated with the Twitchell Yield.

2 (v) *Carryover.* Any portion of Twitchell Yield that is not used
3 in a given Year shall not be carried over into the following Year.

4 (c) State Water Project Water.

5 (i) *Import and Use of State Water Project Water.* Santa Maria,
6 SCWC and Guadalupe all have SWP Contracts. Santa Maria will import and use within the Santa
7 Maria Valley Management Area not less than 10,000 acre-feet each Year of Available SWP
8 Water, or the full amount of Available SWP Water if the amount physically available is less than
9 10,000 acre-feet in a given Year under Santa Maria's SWP Contract. Guadalupe will import and
10 use within the Santa Maria Valley Management Area a minimum of 75% of its Available SWP
11 Water. SCWC will import and use within the Basin all its Available SWP Water. Santa Maria,
12 SCWC and Guadalupe will not voluntarily relinquish or terminate their current SWP Contracts,
13 and shall seek renewal of these SWP Contracts.

14 (ii) *Return Flows.*

15 a. *Fixed Amount.* The Return Flows available to each
16 Importer is fixed based on a percentage of the annual amount of SWP Water the Importer uses
17 within the Basin. The fixed percentage for each importer is as follows: (a) Santa Maria 65%; (b)
18 SCWC 45%; and (c) Guadalupe 45%. The percentage provided to SCWC and Guadalupe shall
19 be adjusted through a Court order if: a) either entity increases its use of water imported into the
20 Basin, b) the applicable method of wastewater treatment and discharge to the Basin is altered, or
21 c) good cause is shown.

22 b. *Recapture.* The right to use Return Flows does not
23 attach to the corpus of SWP water deliveries or the treated SWP wastewater discharged into the
24 Basin but is a right to use the commingled Groundwater. The Importer's right to Return Flows is
25 assignable in whole or in part, subject to necessary accounting.

26 c. *Quantification of Return Flows.* Return Flows equal
27 the total amount of SWP Water used by the Importer in the prior five Years, divided by five, and
28 then multiplied by the Importer's percentage as provided in Paragraph V(A)(3)(c)(ii)(a) above.

d. Carryover. Any portion of Return Flows that is not used in a given Year shall not be carried over into the following Year.

B. Monitoring and Management

1. Status of Management Area. Current Groundwater and SWP Water supplies are sustaining existing water uses. Changes in land and water use and demographic conditions can be expected to occur, possibly resulting in changes in water supply or demand requirements.

2. Need for Monitoring. Monitoring and reporting of changes in land and water use and demographic conditions are necessary to ensure that water supplies continue to be sufficient to support water uses.

3. Monitoring Program.

(a) Annual Report: Content and Processing.

The Annual Report shall include an analysis of the relationship between projected water demands and projected water supplies.

(i) The Annual Report shall be prepared and signed by the Management Area Engineer, and shall be simultaneously submitted to the Court and the TMA.

(ii) Within forty-five days of submission, the TMA shall hold a noticed public hearing to take comments on and consider for adoption the Annual Report. No later than forty-five days from the date of the public hearing, the TMA shall submit to the Court its recommendations regarding the Annual Report.

(iii) Within one hundred and twenty days of the date of the submission of the Annual Report to the Court, it shall conduct a noticed hearing on the Annual Report. Any Party may submit comments on the Annual Report. After the hearing, the Court shall accept the Annual Report or direct its modification.

(b) Management Area Engineer

(i) Absent the unanimous consent of the TMA, the Management Area Engineer shall not concurrently be employed by any Party holding rights to use Groundwater in the Santa Maria Valley Management Area.

(ii) The Management Area Engineer shall initially be the engineering firm of Luhdorff & Scalmanini. Luhdorff & Scalmanini shall be the Management Area Engineer for a minimum of the shorter of five years from the date of this Stipulation or the date upon which Mr. Joseph Scalmanini discontinues full time work for that firm.

(iii) The TMA shall employ the following process to replace the Management Area Engineer:

a. The TMA shall solicit candidates for Management Area Engineer through a public process. All submissions and candidate materials shall be available to any Party upon request. The TMA shall conduct its interview through a public process to the extent practical, and include District and Overlying Owner representatives in the candidate review process.

b. Once a short list of candidates (less than five) for Management Area Engineer is obtained, the TMA shall hold a noticed public hearing to take comments on and consider the candidates for Management Area Engineer. The TMA shall make a reasonable effort to select the Management Area Engineer with a unanimous vote. If the TMA unanimously endorses a candidate, that nominee shall be recommended to the Court. Otherwise, the short list of candidates shall be submitted.

c. The Court shall appoint the Management Area Engineer following a noticed hearing.

4. Funding. The TMA shall pay for the Monitoring Program for the Santa Maria Valley Management Area, which includes the cost of the Management Area Engineer and the Annual Report. The cost of the Monitoring Program shall be divided among the Twitchell Participants on the same basis as the allocation of their Twitchell Yield.

C. Response to Varying Conditions

1. Early Response to Avoid Severe Water Shortage Conditions. If the Management Area Engineer determines that projected demands are expected to materially exceed projected water supplies, then the Management Area Engineer may recommend programs and projects to augment the Management Area's water supplies. The Stipulating Parties will collabo-

1 rate on a response based upon current conditions, but absent Severe Water Shortage Conditions,
2 implementation of programs and projects will not be mandated.

3 The Stipulating Parties may voluntarily participate in any recommended program or
4 project, either through financial or other contributions. The Stipulating Parties that contribute to
5 such a program or project shall have a priority to the water supplies generated by that program or
6 project with Court approval. The Stipulating Parties agree to aggressively pursue New
7 Developed Water sources, including necessary funding.

8 2. Severe Water Shortage Conditions and Response.

9 (a) Determination. Severe Water Shortage Conditions shall be found
10 to exist when the Management Area Engineer, based on the results of the ongoing Monitoring
11 Program, finds the following: 1) groundwater levels in the Management Area are in a condition of
12 chronic decline over a period of not less than five Years; 2) the groundwater decline has not been
13 caused by drought; 3) there has been a material increase in Groundwater use during the five-Year
14 period; and 4) monitoring wells indicate that groundwater levels in the Santa Maria Valley
15 Management Area are below the lowest recorded levels.

16 (b) Response.

17 (i) If the Management Area Engineer determines that Severe
18 Water Shortage Conditions exist within the Santa Maria Valley Management Area, the Manage-
19 ment Area Engineer shall file and serve, as part of its Annual Report, findings and recommen-
20 dations to alleviate such shortage conditions or the adverse effects caused by such water shortage.

21 (ii) Upon the filing of the Annual Report, the Court shall hold a
22 noticed hearing regarding the existence and appropriate response to the Severe Water Shortage
23 Conditions. If, after that hearing, the Court finds that Severe Water Shortage Conditions exist in
24 the Santa Maria Valley Management Area, the Court shall first order all use of Groundwater to be
25 limited to: (a) for Guadalupe, Santa Maria and SCWC, their Developed Water; (b) entitled
26 Stipulating Parties to their New Developed Water; and (c) for the Overlying Owners, the Native
27 Groundwater plus any Developed Water to which individual Overlying Owners are entitled.

28 ///

1 (iii) The Court may also order Stipulating Parties to address
2 specific adverse effects caused by the Severe Water Shortage Conditions. The responses may
3 include, but are not limited to: (a) measures recommended in the Annual Report and the related
4 Court proceedings; and (b) other measures intended to address localized problems in the Santa
5 Maria Valley Management Area directly related to the Severe Water Shortage Conditions.

6 (iv) The Court may adjust the Groundwater use limitations
7 imposed on any Stipulating Party(ies) who implement programs or projects providing additional
8 water supplies within the Santa Maria Valley Management Area.

9 (v) If the Court finds that Management Area conditions have
10 deteriorated since it first found Severe Water Shortage Conditions, the Court may impose further
11 limitations on Groundwater use. If the Court imposes further limitations on Groundwater use, a
12 Stipulating Party shall be exempt from those limitations to the extent: (a) the Stipulating Party can
13 demonstrate that it has already implemented limitations in its Groundwater use, equivalent to
14 those ordered by the Court; or (b) the Stipulating Party can demonstrate that further limitations
15 would not avoid or reduce the deteriorating conditions.

16 (vi) During Severe Water Shortage Conditions, the Stipulating
17 Parties may make agreements for temporary transfer of rights to pump Native Groundwater,
18 voluntary fallowing, or the implementation of extraordinary conservation measures. Transfers of
19 Native Groundwater must benefit the Management Area and be approved by the Court.

20 **D. Management and Administration of the Twitchell Project**

21 1. Operational Parameters. All Twitchell Project operations (operation and
22 maintenance and capital projects) will be performed consistent with the following parameters
23 (Operational Parameters):

24 (a) Maximize recharge of the Santa Maria Valley Management Area
25 from Twitchell Water, including without limitation, the avoidance of impacts on recharge
26 resulting from ongoing accumulation of silt to the maximum extent practical.

27 (b) Operate the Twitchell Project in accordance with the requirements
28 of applicable law including, without limitation, the requirements of the Bureau of Reclamation

1 and Army Corps of Engineers.

2 (c) Operate the Twitchell Project in accordance with industry standards
3 and best management practices.

4 2. Twitchell Project Manual.

5 (a) The TMA will hire and pay for a professional engineering con-
6 sulting firm with expertise in dam and reservoir operations and maintenance, acceptable to the
7 District and the TMA, to develop an integrated operation and maintenance procedure manual
8 ("Twitchell Project Manual") and provide recommendations for capital and maintenance projects
9 that are consistent with the Operational Parameters.

10 (b) The District shall hold one or more public hearings to solicit input
11 regarding the content of the Twitchell Project Manual.

12 (c) Within eighteen months of entry of the judgment, the TMA and the
13 District shall adopt a final Twitchell Project Manual.

14 (d) Any disagreement between the District and the TMA regarding the
15 content of the final Twitchell Project Manual shall be presented for Court review and determina-
16 tion pursuant to the judicial review provisions provided in this Stipulation.

17 (e) The District will exercise its discretionary authority to conduct all
18 its operation and maintenance activities for the Twitchell Project in accordance with the Twitchell
19 Project Manual.

20 3. Twitchell Project Funding.

21 (a) District will maintain its current operation and maintenance (O&M)
22 assessments. These funds will be used for District staff salaries, property, equipment, rent,
23 expenses, and other day-to-day operations, and will be expended consistent with the Twitchell
24 Project Manual to the extent it is applicable.

25 (b) The TMA will separately fund, administer, construct and manage
26 any additional Twitchell Project expenses or projects, including Capital Improvement Projects
27 (see below) and O&M, (Extraordinary Project Operations) consistent with the Twitchell Project
28 Manual. The TMA and the District will make reasonable efforts to work cooperatively to imple-

1 ment Extraordinary Project Operations.

2 (c) Consistent with the provisions of this Paragraph V(D), the District
3 and the TMA shall be responsible for ensuring the ongoing operational integrity of the Twitchell
4 Project and the maintenance of the Twitchell Yield. The Stipulating Parties expect that this
5 ongoing responsibility may involve significant expenditures. Within 120 days of the effective
6 date of this Stipulation, and annually thereafter, the Twitchell Participants shall establish an
7 operating budget for the TMA to fund its responsibilities set forth in this Stipulation. For the first
8 five years following the PUC approval as provided below, the TMA's annual budget shall be
9 established at an amount between \$500,000 to \$700,000. Following the initial budgeting period,
10 the TMA shall set its budget in three- to five-year increments, as it deems necessary to meet its
11 obligations to preserve the Twitchell Yield. Any unused revenues shall be segregated into a
12 reserve account, for future funding needs of the Twitchell Project. The Stipulating Parties agree
13 to cooperate and coordinate their efforts to enable the TMA to fulfill its responsibilities as pro-
14 vided in this Stipulation.

15 4. Twitchell Management Authority.

16 (a) The TMA shall be comprised of one representative of each of the
17 following parties: Santa Maria, Guadalupe, Southern California Water Company, the District, and
18 Overlying Landowners holding rights to Twitchell Yield.

19 (b) Only those parties holding an allocation of Twitchell Yield shall be
20 voting members of the TMA. Voting shall be based on each party's proportionate allocation of
21 Twitchell Yield.

22 (c) The TMA shall be responsible for all the Extraordinary Project
23 Operations.

24 (d) The TMA shall be responsible for developing proposals for Capital
25 Improvement Projects relating to the Twitchell Project. Capital Improvement Projects shall mean
26 projects involving the expenditure of funds for the improvement or enhancement of the Twitchell
27 Project, but shall not include normal operation, maintenance or repair activities.

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1 (e) Upon the development of a proposal for a Capital Improvement
2 Project, the TMA shall, in cooperation with the District, hold one or more public hearings to
3 solicit input.

4 (f) Following the public hearing process, the TMA may vote on
5 whether to implement the Capital Improvement Project.

6 (g) The cost of TMA-sponsored Extraordinary Project Operations and
7 Capital Improvement Projects shall be divided among Twitchell Participants on the same basis as
8 the allocation of their Twitchell Yield.

9 (h) The District shall assume operation and maintenance responsibility
10 for any TMA sponsored Capital Improvement Project to the extent practical within the District's
11 day-to-day operations.

12 5. Regulatory Compliance. The TMA or the District shall provide advance
13 notice to the Court and all Parties of the initiation of any regulatory proceeding relating to the
14 Twitchell Project.

15 6. Existing Contracts. The Twitchell Reservoir Project will continue to be
16 governed by and subject to the terms and conditions of the December 1955 agreement between
17 the District and the Santa Barbara County Water Agency and nothing in this Stipulation is
18 intended to modify the rights or obligations provided in that agreement. To the extent that the
19 approval of Santa Barbara County Water Agency or the United States Bureau of Reclamation is
20 required in connection with the implementation of this Stipulation, the Stipulating Parties agree to
21 work cooperatively to obtain such approval(s).

22 **E. New Urban Uses – Santa Maria Valley Management Area**

23 1. New Urban Uses shall obtain water service from the local public water
24 supplier. The local public water supplier shall provide water service on a reasonable and non-
25 discriminatory basis.

26 2. New municipal and industrial uses on land adjacent to or within one-
27 quarter mile of the boundary line depicted in Exhibit D shall comply with any applicable Cor-
28 porations Code provisions and negotiate in good faith to obtain water service from the local

1 public water supplier, before forming a mutual water company to provide water service.

2 3. No modification of land use authority. This Stipulation does not modify
3 the authority of the entity holding land use approval authority over the proposed New Urban
4 Uses.

5 4. New Urban Uses shall provide a source of supplemental water to offset the
6 water demand associated with that development. For the purposes of this section, supplemental
7 water shall include all sources of Developed Water, except: i) Twitchell Water, ii) storm water
8 percolation ponds existing as of the date of entry of the judgment, or iii) Overlying Owners' right
9 to use of surplus Developed Water.

10 **VI. PHYSICAL SOLUTION: PROVISIONS SPECIFIC TO NIPOMO MESA MAN-**
11 **AGEMENT AREA**

12 As supplemented by the provisions of this Stipulation that apply to all Management Areas,
13 the following terms shall apply to the Nipomo Mesa Management Area.

14 **A. Supplemental Water**

15 1. MOU. NCSD has entered into a Memorandum of Understanding
16 ("MOU") with Santa Maria which contemplates the wholesale purchase and transmission from
17 Santa Maria to the NMMA of a certain amount of water each Year (the "Nipomo Supplemental
18 Water"). All water delivered pursuant to the MOU for delivery by NCSD to its ratepayers shall
19 be applied within the NCSD or the NCSD's sphere of influence as it exists at the time of the
20 transmission of that water.

21 2. The NCSD agrees to purchase and transmit to the NMMA a minimum of
22 2,500 acre-feet of Nipomo Supplemental Water each Year. However, the NMMA Technical
23 Group may require NCSD in any given Year to purchase and transmit to the NMMA an amount
24 in excess of 2,500 acre-feet and up to the maximum amount of Nipomo Supplemental Water
25 which the NCSD is entitled to receive under the MOU if the Technical Group concludes that such
26 an amount is necessary to protect or sustain Groundwater supplies in the NMMA. The NMMA
27 Technical Group also may periodically reduce the required amount of Nipomo Supplemental
28 Water used in the NMMA so long as it finds that groundwater supplies in the NMMA are not

1 endangered in any way or to any degree whatsoever by such a reduction.

2 3. The Stipulating Parties agree to support (and, conversely, not to oppose in
3 any way or to encourage or assist any other Person or party in opposing or challenging) the imple-
4 mentation of the MOU, which includes environmental and regulatory permits and approvals, the
5 approval of a wholesale water supply agreement between Santa Maria and NCSD, and the
6 alignment and construction of a pipeline and related infrastructure necessary to deliver the
7 Nipomo Supplemental Water from Santa Maria to the NMMA ("Nipomo Supplemental Water
8 Project"). ConocoPhillips retains the right to object to or provide input on the alignment of any
9 pipelines associated with the Nipomo Supplemental Water Project if they might interfere with the
10 location of existing ConocoPhillips pipelines. The Stipulating Parties retain their rights to be
11 compensated for any interest or property acquired in implementing the Nipomo Supplemental
12 Water Project.

13 4. NCSD and Santa Maria shall employ their best efforts to timely implement
14 the Nipomo Supplemental Water Project, subject to their quasi-judicial obligations specified for
15 administrative actions and in the California Environmental Quality Act.

16 5. The enforcement of the provisions of Paragraph VI(D) below is condi-
17 tioned upon the full implementation of the Nipomo Supplemental Water Project, including the
18 Yearly use of at least 2,500 acre-feet of Nipomo Supplemental Water (subject to the provisions of
19 Paragraph VI(A)(2) above) within the NMMA. In the event that Potentially Severe Water
20 Shortage Conditions or Severe Water Shortage Conditions are triggered as referenced in Para-
21 graph VI(D) before Nipomo Supplemental Water is used in the NMMA, NCSD, SCWC,
22 Woodlands and RWC agree to develop a well management plan that is acceptable to the NMMA
23 Technical Group, and which may include such steps as imposing conservation measures, seeking
24 sources of supplemental water to serve new customers, and declaring or obtaining approval to
25 declare a moratorium on the granting of further intent to serve or will serve letters. In the event
26 that it becomes apparent that the Nipomo Supplemental Water will not be fully capable of being
27 delivered, any Stipulating Party may apply to the Court, pursuant to a noticed motion, for appro-
28 priate modifications to this portion of the Stipulation and the judgment entered based upon the

1 terms and conditions of this Stipulation, including declaring this Paragraph VI to be null and void,
2 and of no legal or binding effect.

3 6. Once the Nipomo Supplemental Water is capable of being delivered, those
4 certain Stipulating Parties listed below shall purchase the following portions of the Nipomo
5 Supplemental Water Yearly:

6 NCSD - 66.68%

7 Woodlands Mutual Water Company - 16.66%

8 SCWC - 8.33%

9 RWC - 8.33%

10 **B. Rights to Use Groundwater**

11 1. ConocoPhillips and its successors-in-interest shall have the right to the
12 reasonable and beneficial use of Groundwater on the property it owns as of the date of this Stipu-
13 lation located in the NMMA (“ConocoPhillips Property”) without limitation, except in the event
14 the mandatory action trigger point (Severe Water Shortage conditions) described in Paragraph
15 VI(D) (2) below is reached. Further, any public water supplier which provides water service to
16 the ConocoPhillips Property may exercise that right subject to the limitation described in Para-
17 graph VI(D)(2).

18 2. Overlying Owners that are Stipulating Parties that own land located in the
19 NMMA as of the date of this Stipulation shall have the right to the reasonable and beneficial use
20 of Groundwater on their property within the NMMA without limitation, except in the event the
21 mandatory action trigger point (Severe Water Shortage Conditions) described in Paragraph
22 VI(D)(2) below is reached.

23 3. The Woodlands Mutual Water Company shall not be subject to restriction
24 in its reasonable and beneficial use of Groundwater, provided it is concurrently using or has made
25 arrangements for other NMMA parties to use within the NMMA, the Nipomo Supplemental
26 Water allocated to the Woodlands in Paragraph VI(A)(5). Otherwise, the Woodlands Mutual
27 Water Company shall be subject to reductions equivalent to those imposed on NCSD, RWC and
28 SCWC, as provided in Paragraph VI(D)(1-2).

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2 **C. NMMA Technical Group**

3 1. The NMMA Technical Group shall include representatives appointed by
4 NCSD, SCWC, ConocoPhillips, Woodlands Mutual Water Company and an agricultural Over-
5 lying Owner who is also a Stipulating Party.

6 2. The NMMA Technical Group shall develop a Monitoring Program for the
7 NMMA ("NMMA Monitoring Program"), which shall be consistent with the Monitoring
8 Program described in Paragraph IV(D). The NMMA Monitoring Program shall also include the
9 setting of well elevation and water quality criteria that trigger the responses set forth in Paragraph
10 D below. The Stipulating Parties shall provide monitoring and other production data to the
11 NMMA Technical Group at no charge, to the extent that such data has been generated and is
12 readily available. The NMMA Technical Group shall adopt rules and regulations concerning
13 measuring devices and production reports that are, to the extent feasible, consistent with the
14 Monitoring Programs for other Management Areas. If the NMMA Technical Group is unable to
15 agree on any aspect of the NMMA Monitoring Program, the matter may be resolved by the Court
16 pursuant to a noticed motion.

17 3. The NMMA Technical Group meetings shall be open to any Stipulating
18 Party. NMMA Technical Group files and records shall be available to any Stipulating Party upon
19 written request. Notices of the NMMA Technical Group meetings, as well as all its final work
20 product (documents) shall be posted to groups.yahoo.com/group/NipomoCommunity/

21 4. The NMMA Technical Group functions shall be funded by contribution
22 levels to be negotiated by NCSD, SCWC, RWC, ConocoPhillips, and Woodlands Mutual Water
23 Company. In-lieu contributions through engineering services may be provided, subject to agree-
24 ment by those parties. The budget of the NMMA Technical Group shall not exceed \$75,000 per
25 year without prior approval of the Court pursuant to a noticed motion.

26 5. Any final NMMA Technical Group actions shall be subject to *de novo*
27 Court review by motion.

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2 **D. Potentially Severe and Severe Water Shortage Conditions**

3 1. Caution trigger point (Potentially Severe Water Shortage Conditions)

4 (a) Characteristics. The NMMA Technical Group shall develop
5 criteria for declaring the existence of Potentially Severe Water Shortage Conditions. These
6 criteria shall be approved by the Court and entered as a modification to this Stipulation or the
7 judgment to be entered based upon this Stipulation. Such criteria shall be designed to reflect that
8 water levels beneath the NMMA as a whole are at a point at which voluntary conservation
9 measures, augmentation of supply, or other steps may be desirable or necessary to avoid further
10 declines in water levels.

11 (b) Responses. If the NMMA Technical Group determines that Potentially
12 Severe Water Shortage Conditions have been reached, the Stipulating Parties shall coordinate
13 their efforts to implement voluntary conservation measures, adopt programs to increase the
14 supply of Nipomo Supplemental Water if available, use within the NMMA other sources of
15 Developed Water or New Developed Water, or implement other measures to reduce Groundwater
16 use.

17 2. Mandatory action trigger point (Severe Water Shortage Conditions)

18 (a) Characteristics. The NMMA Technical Group shall develop the
19 criteria for declaring that the lowest historic water levels beneath the NMMA as a whole have
20 been reached or that conditions constituting seawater intrusion have been reached. These criteria
21 shall be approved by the Court and entered as a modification to this Stipulation or the judgment to
22 be entered based upon this Stipulation.

23 (b) Responses. As a first response, subparagraphs (i) through (iii) shall
24 be imposed concurrently upon order of the Court. The Court may also order the Stipulating
25 Parties to implement all or some portion of the additional responses provided in subparagraph (iv)
26 below.

27 (i) For Overlying Owners other than Woodlands Mutual Water
28 Company and ConocoPhillips, a reduction in the use of Groundwater to no more than 110% of

1 the highest pooled amount previously collectively used by those Stipulating Parties in a Year,
2 prorated for any partial Year in which implementation shall occur, unless one or more of those
3 Stipulating Parties agrees to forego production for consideration received. Such forbearance shall
4 cause an equivalent reduction in the pooled allowance. The base Year from which the calculation
5 of any reduction is to be made may include any prior single Year up to the Year in which the
6 Nipomo Supplemental Water is transmitted. The method of reducing pooled production to 110%
7 is to be prescribed by the NMMA Technical Group and approved by the Court. The quantifica-
8 tion of the pooled amount pursuant to this subsection shall be determined at the time the manda-
9 tory action trigger point (Severe Water Shortage Conditions) described in Paragraph VI(D)(2) is
10 reached. The NMMA Technical Group shall determine a technically responsible and consistent
11 method to determine the pooled amount and any individual's contribution to the pooled amount.
12 If the NMMA Technical Group cannot agree upon a technically responsible and consistent
13 method to determine the pooled amount, the matter may be determined by the Court pursuant to a
14 noticed motion.

15 (ii) ConocoPhillips shall reduce its Yearly Groundwater use to
16 no more than 110% of the highest amount it previously used in a single Year, unless it agrees in
17 writing to use less Groundwater for consideration received. The base Year from which the calcu-
18 lation of any reduction is to be made may include any prior single Year up to the Year in which
19 the Nipomo Supplemental Water is transmitted. ConocoPhillips shall have discretion in deter-
20 mining how reduction of its Groundwater use is achieved.

21 (iii) NCSD, RWC, SCWC, and Woodlands (if applicable as
22 provided in Paragraph VI(B)(3) above) shall implement those mandatory conservation measures
23 prescribed by the NMMA Technical Group and approved by the Court.

24 (iv) If the Court finds that Management Area conditions have
25 deteriorated since it first found Severe Water Shortage Conditions, the Court may impose further
26 mandatory limitations on Groundwater use by NCSD, SCWC, RWC and the Woodlands. Manda-
27 tory measures designed to reduce water consumption, such as water reductions, water restrictions,
28 and rate increases for the purveyors, shall be considered.

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2 (v) During Severe Water Shortage Conditions, the Stipulating
3 Parties may make agreements for temporary transfer of rights to pump Native Groundwater,
4 voluntary fallowing, or the implementation of extraordinary conservation measures. Transfer of
5 Native Groundwater must benefit the Management Area and be approved by the Court.

6 **E. New Urban Uses**

7 1. Within the sphere of influence or service area. New Urban Uses shall
8 obtain water service from the local public water supplier. The local public water supplier shall
9 provide water service on a reasonable and non-discriminatory basis.

10 2. Outside the sphere of influence or service area. New municipal and indus-
11 trial uses on land adjacent to or within one quarter mile of the boundary line depicted in Exhibit D
12 shall comply with any applicable Corporations Code provisions, including good faith negotiations
13 with the local water purveyor(s), prior to forming a mutual water company to provide water
14 service.

15 3. The ConocoPhillips property, owned as of the date of this Stipulation and
16 located within the NMMA, is not in the sphere of influence or service area, nor is it in the process
17 of being included in the sphere of influence, of a municipality or within the certificated service
18 area of a publicly regulated utility as of the date of this Stipulation, nor is it adjacent to or in close
19 proximity to the sphere of influence of a municipality or the certificated service area of a publicly
20 regulated utility as of the date of this Stipulation, as those terms are used in Paragraphs VI(E)(1
21 and 2).

22 4. No modification of land use authority. This Stipulation does not modify the
23 authority of the entity holding land use approval authority over the proposed New Urban Uses.

24 5. New Urban Uses as provided in Paragraph VI(E)(1) above and new muni-
25 cipal and industrial uses as provided in Paragraph VI(E)(2) above shall provide a source of
26 supplemental water, or a water resource development fee, to offset the water demand associated
27 with that development. For the purposes of this Paragraph, supplemental water shall include all
28 sources of Developed Water or New Developed Water.

1 **VII. PHYSICAL SOLUTION: PROVISIONS SPECIFIC TO NORTHERN CITIES**
2 **MANAGEMENT AREA**

3 These terms, supplemented by the provisions of this Stipulation that apply to all
4 Management Areas, govern water rights and resources in the Northern Cities Management Area.

5 1. Groundwater Monitoring. Groundwater monitoring in the Northern Cities
6 Management Area will be conducted by the Northern Cities in the manner described above.

7 2. Lopez Project. The Lopez Project will continue to be managed by the SLO
8 District. The Northern Cities and Landowners will continue to bear costs of the Lopez Reservoir
9 and no costs of the Twitchell Reservoir.

10 3. Independent Management Per Settlement Agreement.

11 (a) Existing Groundwater, SWP Water and Storage Space in the
12 Northern Cities Management Area will continue to be allocated and independently managed by
13 the Northern Parties in accordance with the Northern Cities and Northern Landowners' 2002
14 Settlement Agreement (Exhibit "E") for the purpose of preserving the long-term integrity of water
15 supplies in the Northern Cities Management Area. That Settlement Agreement initially allocates
16 57% of the safe yield of groundwater in Zone 3 to the farmers and 43% to the cities; and it
17 provides *inter alia* that any increase or decrease in the safe yield will be shared by the cities and
18 landowners on a pro rata basis. That Settlement Agreement is reaffirmed as part of this Stipula-
19 tion and its terms are incorporated into this Stipulation, except that the provisions regarding con-
20 tinuing jurisdiction (§ 4), groundwater monitoring, reporting, and the Technical Oversight
21 Committee (§§ 7-20) are canceled and superseded by the provisions of this Stipulation dealing
22 with those issues.

23 (b) Without the written agreement of each of the Northern Cities, no
24 party other than Northern Parties shall have any right to:

25 (i) pump, store, or use Groundwater or surface water within the
26 Northern Cities Management Area; or

27 (ii) limit or interfere with the pumping, storage, management or
28 usage of Groundwater or surface water by the Northern Parties within the Northern Cities

1 Management Area.

2 (c) For drought protection, conservation, or other management pur-
3 poses, the Northern Parties may engage in contractual transfers, leases, licenses, or sales of any of
4 their water rights, including voluntary fallowing programs. However, no Groundwater produced
5 within the Northern Cities Management Area may be transported outside of the Northern Cities
6 Management Area without the written agreement of each of the Northern Cities.

7 4. Current and future deliveries of water within the spheres of influence of the
8 Northern Cities as they exist on January 1, 2005 shall be considered existing uses and within the
9 Northern Cities Management Area.

10 **VIII. INJUNCTION – ALL MANAGEMENT AREAS**

11 **A. Use Only Pursuant to Stipulation**

12 Each and every Stipulating Party, their officers, agents, employees, successors and
13 assigns, are enjoined and restrained from exercising the rights and obligations provided through
14 this Stipulation in a manner inconsistent with the express provisions of this Stipulation.

15 **B. Injunction Against Transportation From the Basin**

16 Except upon further order of the Court, each and every Stipulating Party and its officers,
17 agents, employees, successors and assigns, is enjoined and restrained from transporting Ground-
18 water to areas outside the Basin, except for those uses in existence as of the date of this Stipula-
19 tion; provided, however, that Groundwater may be delivered for use outside the Basin as long as
20 the wastewater generated by that use of water is discharged within the Basin, or agricultural
21 return flows resulting from that use return to the Basin.

22 **C. No Third Party Beneficiaries**

23 This Stipulation is intended to benefit the Stipulating Parties and no other Parties. Only a
24 Stipulating Party may enforce the terms of this Stipulation or assert a right to any benefits of, or
25 enforce any obligations contained in this Stipulation.

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1 **IX. RESERVED JURISDICTION – ALL MANAGEMENT AREAS**

2 **A. Reserved Jurisdiction; Modifications, Cancellations, Amendments**

3 Jurisdiction, power and authority are retained by and reserved to the Court as set forth in
4 this Paragraph. Nothing in the Court's reserved jurisdiction shall authorize modification, cancel-
5 lation or amendment of the rights provided under Paragraphs III; V(A, E); VI(A, B, D); VII(2, 3);
6 VIII(A); IX(A, C); and X(A, D) of this Stipulation. Subject to this limitation, the Court shall
7 make such further or supplemental orders as may be necessary or appropriate regarding the
8 following:

- 9 1. enforcement of this Stipulation;
- 10 2. claims regarding waste/unreasonable use of water;
- 11 3. disputes between Stipulating Parties across Management Area boundaries;
- 12 4. interpretation and enforcement of the judgment;
- 13 5. consider the content or implementation of a Monitoring Program;
- 14 6. consider the content, conclusions, or recommendations contained in an
15 Annual Report;
- 16 7. consider Twitchell Project operations, including, but not limited to: i) the
17 content of the Twitchell Project Manual; ii) TMA or District compliance
18 with the Twitchell Project Manual; iii) decisions to implement Extraor-
19 dinary Project Operations; or iv) the maintenance of Twitchell Yield;
- 20 8. claims of localized physical interference between the Stipulating Parties in
21 exercising their rights pursuant to this Stipulation; provided, however,
22 rights to use Groundwater under this Stipulation shall have equal status;
23 and
- 24 9. modify, clarify, amend or amplify the judgment and the Northern Parties
25 Settlement Agreement; Provided, however, that all of the foregoing shall
26 be consistent with the spirit and intent of this Stipulation.

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1 **B. Noticed Motion**

2 Any party that seeks the Court's exercise of reserved jurisdiction shall file a noticed
3 motion with the Court. Any noticed motion shall be made pursuant to the Court's Order Con-
4 cerning Electronic Service of Pleadings and Electronic Posting of Discovery Documents dated
5 June 27, 2000, attached and incorporated as Exhibit "G". Any request for judicial review shall be
6 filed within sixty days of the act or omission giving rise to the claim. Upon a showing of good
7 cause, the Court may extend the sixty-day time limitation.

8 **C. De Novo Nature of Proceeding**

9 The Court shall exercise *de novo* review in all proceedings. The actions or decisions of
10 any Party, the Monitoring Parties, the TMA, or the Management Area Engineer shall have no
11 heightened evidentiary weight in any proceedings before the Court.

12 **D. Filing and Notice**

13 As long as the Court's electronic filing system remains available, all Court filings shall be
14 made pursuant to Exhibit "G". If the Court's electronic filing system is eliminated and not
15 replaced, the Stipulating Parties shall promptly establish a substitute electronic filing system and
16 abide by the same rules as contained in the Court's Order.

17 **X. MISCELLANEOUS PROVISIONS – ALL MANAGEMENT AREAS**

18 **A. Unenforceable Terms**

19 The Stipulating Parties agree that if any provision of this Stipulation or the judgment
20 entered based on this Stipulation is held to be invalid, void, or unenforceable, the remaining pro-
21 visions shall nevertheless continue in full force and effect; provided, however, any order which
22 invalidates, voids, deems unenforceable, or materially alters those Paragraphs enumerated in
23 Paragraph IX(A) or any of them, shall render the entirety of the Stipulation and the judgment
24 entered based on this Stipulation voidable and unenforceable, as to any Stipulating Party who
25 files and serves a motion to be released from the Stipulation and the judgment based upon the
26 Stipulation within sixty days of entry of that order, and whose motion is granted upon a showing
27 of good cause.

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1 **B. Water Quality**

2 Nothing in the Stipulation shall be interpreted as relieving any Stipulating Party of its
3 responsibilities to comply with state or federal laws for the protection of water quality or the
4 provisions of any permits, standards, requirements, or orders promulgated thereunder.

5 **C. Duty to Cooperate**

6 The Stipulating Parties agree not to oppose, or in any way encourage or assist any other
7 party in opposing or challenging, any action, approval, or proceeding necessary to obtain
8 approval of or make effective this Stipulation or the judgment to be entered on terms consistent
9 with this Stipulation.

10 **D. Stipulating Parties Under Public Utilities Commission Regulation**

11 1. To the extent allowed by law, SCWC and RWC shall comply with this
12 Stipulation, prior to obtaining California Public Utilities Commission ("PUC") approval. If the
13 PUC fails to approve SCWC's and RWC's participation or fails to provide approval of the neces-
14 sary rate adjustments so that SCWC and RWC may meet their respective financial obligations,
15 including the participation in Developed Water projects, Monitoring Programs, TMA and as
16 otherwise provided in this Stipulation, shall render the entirety of the Stipulation and those terms
17 of any judgment based on this Stipulation invalid, void and unenforceable, as to any Stipulating
18 Party who files and serves a notice of rescission within sixty days of notice by SCWC or RWC of
19 a final PUC Order.

20 2. Any Party, or its successors or assigns, agreeing to become a new customer
21 of SCWC or RWC, or an existing customer proposing to increase its water use through a change
22 in land use requiring a discretionary land use permit or other form of land use entitlement, that
23 has not executed reservation contracts for supplemental water as specified in Exhibit F will
24 provide the following, once approved by the PUC:

25 (a) If in the Santa Maria Valley Management Area, a water resource
26 development fee as specified in Exhibit F or a source of supplemental water sufficient to offset
27 the consumptive demand associated with the new use as provided in Paragraph V(E); or

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1 (b) If in the NMMA, a water resource development fee, or a source of
2 supplemental water sufficient to offset the consumptive demand associated with the new use.

3 3. Any Person who is not engaged in a New Urban Use and who agrees to
4 become a customer of SCWC or RWC shall retain its right to contest the applicable water
5 resource development fee, should that fee ever become applicable to that Person.

6 **E. Designation of Address, for Notice and Service**

7 Each Stipulating Party shall designate the name, address and e-mail address, if any, to be
8 used for purposes of all subsequent notices and service, either by its endorsement on the Stipula-
9 tion for entry of judgment or by a separate designation to be filed within thirty days after execu-
10 tion of this Stipulation. This designation may be changed from time to time by filing a written
11 notice with the Court. Any Stipulating Party desiring to be relieved of receiving notices may file
12 a waiver of notice on a form approved by the Court. The Court shall maintain at all times a
13 current list of Parties to whom notices are to be sent and their addresses for purposes of service.
14 The Court shall also maintain a full current list of names, addresses, and e-mail addresses of all
15 Parties or their successors, as filed herein. Copies of such lists shall be available to any Person.
16 If no designation is made, a Stipulating Party's designee shall be deemed to be, in order of
17 priority: i) the Party's attorney of record; ii) if the Party does not have an attorney of record, the
18 Party itself at the address specified.

19 **F. No Loss of Rights**

20 Nothing in this Stipulation shall be interpreted to require or encourage any Stipulating
21 Party to use more water in any Year than is actually required. As between the Stipulating Parties,
22 failure to use all of the water to which a Stipulating Party is entitled hereunder shall not, no matter
23 how long continued, be deemed or constitute an abandonment or forfeiture of such Stipulating
24 Party's rights, in whole or in part.

25 **G. Intervention After Judgment**

26 Any Person who is not a Party or successor to a Party, who proposes to use Groundwater
27 or Storage Space, may seek to become a Party to the judgment through a petition for intervention.
28 The Court will consider an order confirming intervention following thirty days notice to the

1 Parties. Thereafter, if approved by the Court, such intervenor shall then be a Party bound by the
2 judgment as provided by the Court.

3 **H. Stipulation and Judgment Binding on Successors, Assigns, etc.**

4 The Stipulating Parties agree that all property owned by them within the Basin is subject
5 to this Stipulation and the judgment to be entered based upon the terms and conditions of this
6 Stipulation. This Stipulation and the judgment will be binding upon and inure to the benefit of
7 each Stipulating Party and their respective heirs, executors, administrators, trustees, successors,
8 assigns, and agents. This Stipulation and the judgment to be entered based the terms and condi-
9 tions of this Stipulation shall not bind the Stipulating Parties that cease to own property within the
10 Basin, or cease to use Groundwater. As soon as practical after the effective date of this Stipula-
11 tion, a memorandum of agreement referencing this Stipulation shall be recorded in Santa Barbara
12 and San Luis Obispo Counties by Santa Maria, in cooperation with the Northern Cities and
13 SCWC. The document to be recorded shall be in the format provided in Exhibit "H".

14 **I. Costs**

15 No Stipulating Party shall recover any costs or attorneys fees from another Stipulating
16 Party incurred prior to the entry of a judgment based on this Stipulation.

17 **J. Non-Stipulating Parties**

18 It is anticipated that the Court will enter a single judgment governing the rights of all
19 Parties in this matter. The Stipulating Parties enter into this Stipulation with the expectation that
20 the Court will enter, as a part of the judgment, the terms and conditions of this Stipulation. This
21 Stipulation shall not compromise, in any way, the Court's legal and equitable powers to enter a
22 single judgment that includes provisions applicable to the non-Stipulating Parties that may
23 impose differing rights and obligations than those applicable to the Stipulating Parties. As against
24 non-Stipulating Parties, each Stipulating Party expressly reserves and does not waive its right to
25 appeal any prior or subsequent ruling or order of the Court, and assert any and all claims and
26 defenses, including prescriptive claims. The Stipulating Parties agree they will not voluntarily
27 enter into a further settlement or stipulation with non-Stipulating Parties that provides those non-
28 Stipulating Parties with terms and conditions more beneficial than those provided to similarly

1 situated Stipulating Parties.

2 **K. Counterparts**

3 This Stipulation may be signed in any number of counterparts, including counterparts by
4 facsimile signature, each of which shall be deemed an original, but all of which shall together
5 constitute one and the same instrument. The original signature pages shall be filed with Court.

6 **L. Effective Date**

7 This Stipulation shall be effective when signed by the Stipulating Parties listed on Exhibit
8 “A” and accepted by the Court.

Party	Signature, title, and date	Parcels Subject to Stipulation
Attorney of Record	Approved as to form: By: _____ Date: _____	

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Pursuant to the Court's Order dated June 28, 2000, I, Gina Lane, did the following:

- Posted the following document at approximately 4:30 p.m. on June 30, 2005.

- Posted the following document at approximately 4:30 p.m. on June 30, 2005.

- Mailed a Notice of Availability to all parties (designating or defaulting to mail service) on the current website's service list.

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

Gina M. Lane
GINA M. LANE