



**MINUTES OF THE MEETING
OF THE BOARD OF DIRECTORS
HELD AUGUST 14, 2023**

At approximately 1:00 p.m. on August 14, 2023, at the KDWCD, 2975 N. Farmersville Blvd., Farmersville California, Chairman Don Mills of the Greater Kaweah GSA called to order a meeting of the Board of Directors of the Greater Kaweah Groundwater Sustainability Agency Joint Powers Authority (“GKGSA”).

Directors

Don Mills
Joe Cardoza
Chris Tantau
Pete Vander Poel

Eric Shannon
Stephen Johnson
Brian Watte
Ernie Taylor

Directors
Absent:

Paul Boyer

Also Present:

Mark Larsen
Shawn Corley
Aubrey Mauritson
David De Groot
Blake Mauritson
Dennis Mills
Larry Dotson
James Fisher
John Gailey
Andrew Hart
Emmanuel Llamas
James Silva
Stacie Ann Silva
Shane Smith

Don Tucker
Sarah Rutherford
Thomas Harder
Jay Cutler
Collin Fernandez
Gregory Weber
Jasmine Rivera
Steve Jackson
Allison Tristao
Rachel Glauser
Trelawney Bullis
George Brown
Eric Orrelaneous

PUBLIC COMMENT

Chairman Mills opened the meeting for public comment. No public comment was presented.

CORRESPONDENCE AND ANNOUNCEMENTS

General Manager Larsen announced that GKGSA has received five comment letters on the mitigation program, as well as one verbal comment. Mr. Larsen advised that a letter was received from the East Kaweah GSA. Mr. Larsen also reported that the pilot Land Fallowing Program is accepting applications.

CONSENT CALENDAR

Consider Approval of Minutes for the July 10, 2023, Board Meeting

General Manager Larsen referred the Board to Agenda Item #4a, a copy of the minutes, which are attached hereto and incorporated by reference.

Consider Approval of Non-Disclosure Agreement for St. Johns DC

General Manager Larsen referred the Board to Agenda Item #4b, a copy of the Non-Disclosure Agreement for St. Johns DC, which is attached hereto and incorporated by reference.

Consider Approval of Non-Disclosure Agreement for Goshen DC

General Manager Larsen referred the Board to Agenda Item #4c, a copy of the Non-Disclosure Agreement for Goshen DC, which is attached hereto and incorporated by reference.

Consider Approval of Non-Disclosure Agreement for Modoc DC

General Manager Larsen referred the Board to Agenda Item #4d, a copy of the Non-Disclosure Agreement for Modoc DC, which is attached hereto and incorporated by reference.

Consider Approval of Non-Disclosure Agreement for Jennings DC

General Manager Larsen referred the Board to Agenda Item #4e, a copy of the Non-Disclosure Agreement for Jennings DC, which is attached hereto and incorporated by reference.

Consider Approval of Non-Disclosure Agreement for Mathews DC

General Manager Larsen referred the Board to Agenda Item #4f, a copy of the Non-Disclosure Agreement for Mathews DC, which is attached hereto and incorporated by reference.

Director Cardoza moved and Director Watte seconded to approve Items #4a-#4f. The motion was unanimously approved.

LAND-BASED ASSESSMENT RESOLUTIONS ANNUAL FOLLOW UP ACTION ITEMS

Consider Approval of Two Resolutions for County of Tulare and County of Kings Each, Establishing the Assessment Rate

General Manager Larsen referred the Board to Agenda Item #5a and 5b, copies of the Resolutions for County of Tulare and County of Kings each, Establishing the Assessment Rate, which are attached hereto and incorporated by reference.

Director Shannon moved and Director Vander Poel seconded to approve the two Resolutions for County of Tulare and County of Kings each, Establishing the Assessment Rate. The motion was unanimously approved.

Follow Up Discussion and Action on any Other Related County Filing Items Needed to Set the Assessment

General Manager Larsen advised that there were no matters to discuss.

SURFACE WATER CREDITING

General Manager Larsen provided a report. Mr. Larsen reported that, in terms of crediting, there are some ongoing issues that are unique to this year. There are some new issues and policies related to flooding, and questions have arisen concerning whether to give landowners credit for flooded lands.

Discussion ensued.

Public comment was received from Steve Jackson.

General Manager Larsen indicated that the matter would be referred to the KDWCD for further consideration, in light of the District's impacted water right.

General Manager Larsen provided a status report on the Dashboard and the uploading of surface water data.

Discussion ensued.

COST SHARE AGREEMENT WITH MID-KAWEAH GSA AND EAST KAWEAH GSA

Status Report

General Manager Larsen referred the Board to Agenda Item #8a, a copy of the Cost Share Agreement with Mid-Kaweah GSA and East Kaweah GSA, which is attached hereto and incorporated by reference.

Discussion ensued.

Consider Approval of Cost Share Agreement

Director Vander Poel moved and Director Watte seconded to approve the Cost Share Agreement with Mid-Kaweah GSA and East Kaweah GSA. The motion was unanimously approved.

GSA REPORTS AND COMMITTEE DISCUSSION

Combined Rural Communities & Stakeholder Committees

General Manager Larsen reported that the July 24, 2023 combined meeting was cancelled.

The next combined meeting of the Rural Communities and Stakeholder Committees will be held on August 28, 2023 at 1:30 p.m.

Technical Advisory Committee

General Manager Larsen provided a summary of the July 20, 2023 TAC meeting. Attached hereto as Agenda Item #9b is a summary of the meeting.

General Manager Larsen advised that the next meeting of the Technical Advisory Committee will be held on August 17, 2023 at 1:30 p.m.

Kaweah Subbasin Management

Grants

General Manager Larsen advised that there were no matters to report.

LandIQ/Dashboard

General Manager Larsen advised that there were a few updates. Mr. Larsen noted that the verification process will start soon. In addition, discussions are taking place with the State Board concerning accounting and invoicing.

Public comment was received from Trelawney Bullis.

MULTIBENEFIT LAND REPURPOSING PROGRAM (MLRP)

Status Report

General Manager Larsen provided a review of the program. Reyn Akiona, from Valley Eco provided a report on the MLRP.

KAWEAH SUBBASIN GROUNDWATER SUSTAINABILITY PLANS

Status Report on Process of Addressing GSP Deficiencies with the State Board

General Manager Larsen provided a report on how the GSAs in the Kaweah Subbasin are addressing GSP deficiencies with the State Board. He provided a summary of various meetings.

Tom Harder, Consulting Hydrogeologist, provided a PowerPoint presentation, attached hereto and incorporated by reference as Agenda Item No. 7.

Consulting Engineer David De Groot also provided a report on the State Board process.

Public comment was received from Trelawney Bullis, Johnny Gailey and Steve Jackson.

Discussion continued.

Mr. Harder continued with his presentation.

Discussion continued.

Public comment was received from Johnny Gailey.

Discussion continued.

Public comment from Stacie Ann Silva and Trelawney Bullis.

Discussion ensued.

SGMA IMPLEMENTATION GRANT

Status Report

General Manager Larsen provided a report. Mr. Larsen noted that there are 13 projects that will benefit from the DWR grant. Several are basin-wide projects and several are individual projects. This year has been challenging due to the flooding.

DATA MANAGEMENT SYSTEM (DMS)

Status Report

General Manager Larsen advised that there were no matters to report.

GROUNDWATER FLOW MODEL

Status Report

Consulting Hydrogeologist Thomas Harder provided a status report.

WELL MITIGATION PROGRAM

Status Report

General Manager Larsen provided a report. Mr. Larsen noted the public comment phase for the Well Mitigation Plan, and that Mid-Kaweah has extended its comment period. State Board staff has provided a number of comments, necessitating further review and potential revisions. Discussion has taken place between all three GSAs and the Kaweah Water Foundation.

Consider Approval of Extension of Greater Kaweah GSA Well Mitigation Plan Public Draft Comment Period

General Manager Larsen provided a report.

Director Johnson moved and Director Vander Poel seconded to approve the extension of Greater Kaweah GSA Well Mitigation Plan Public Draft Comment Period to September 15, 2023. The motion was unanimously approved.

NEXT MEETING DATE

Chairman Mills announced the next meeting of the Groundwater Sustainability Agency will commence on Monday, September 11, 2023, at 1:00 p.m.

CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

[Government Code Section 54956.9(d)(2)]

Number of Potential Cases: Three

The Board of Directors, while in closed session pursuant to Government Code Section 54956.9(d)(2), met with General Counsel Aubrey Mauritson regarding three potential items of anticipated litigation.

CLOSED SESSION ITEMS

Report Action Taken in Closed Session Required by Government Code 54957.1

The Board of Directors returned to open session. Chairman Mills advised that there was no reportable action.

LAND FALLOWING (REVERSE AUCTION)

Status Report

General Manager Larsen provided a report. General Counsel Mauritson provided a status report. Applications are being received, and the Board still is considering a dollar amount for the program.

Consider Approval of 2023-24 Pilot Program Investment Ceiling and Acre Foot Savings Objectives

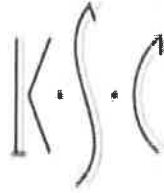
No action was taken on the matter.

ADJOURNMENT

As there was no further business to come before the Board of Directors, the meeting was concluded.

Respectfully submitted,

Mark Larsen, Secretary



PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) shall be effective September 1, 2023, between the Greater Kaweah Groundwater Sustainability Agency (Client) and Kahn, Soares & Conway, LLP (“KSC”) and shall be performed in accordance with the terms and conditions set forth below.

1. Services

KSC shall provide legislative and regulatory advocacy services for client including, but not limited to, developing a strategy to remove client from the State Water Resources Control Board (SWRCB) probation status, schedule meetings and create introductions with appropriate individuals in the Legislature and regulatory entities, provide testimony, monitor legislation and regulations, and provide regular updates.

2. Warranties and Representations

KSC warrants and represents that it shall perform the services in a timely and professional manner and acknowledges that this Agreement establishes an attorney client relationship and that all associated privileges apply.

KSC shall comply with all applicable federal, state, and local laws and regulations, including but not limited to those that govern gifts and contributions. KSC shall immediately notify the Client of any conduct on KSC's part which may be in violation of any laws or regulations which govern KSC's performance.

KSC has secured and shall maintain all necessary licenses, certifications and registrations that are required by law in order to perform the services.

As required by law, KSC maintains errors and omissions insurance coverage applicable to the services to be rendered.

3. Registration and Reporting

KSC is responsible for registering and filing all reports with state and local governments which may be required by law or regulation in connection with

KSC's activities and the performance of services on behalf of Client. The reports shall be filed in an accurate and timely manner at Client's expense.

KSC shall further provide all necessary information and assistance to Client, in a timely and accurate fashion, to enable Client to comply with its filing and registration obligations, if any exist.

4. Fees and Expenses

KSC's will bill Client on a monthly retainer of \$7,500 plus reimbursement for expenses incurred in connection with this representation. This retainer will be reviewed by KSC and Client in six months and revised, if necessary.

5. Billing and Payment

KSC shall submit to Client monthly statements detailing services rendered and expenses incurred with appropriate supporting documentation. Client shall make payment in full within 30 days of receipt of the statement.

6. Termination

Client or KSC may terminate or suspend this Agreement, with or without cause, on thirty (30) days written notice. Client shall have no liability or payment obligations to KSC after the effective date of the notice of termination or suspension other than for fees owed and for any reasonable out-of-pocket expenses actually incurred up to and including the effective date of the termination or suspension. Notice shall be deemed effective if mailed by certified mail return receipt requested three days after the date of mailing, or if by facsimile, the date shown on the confirmation sheet is the date received.

Client reserves the right to consult with KSC regarding its policies and practices governing the retention and disposal of documents and records related to this Agreement.

7. Independent Contractor

KSC is an independent contractor and this Agreement shall not be construed to create an association, partnership, joint venture, relation of principal and agent or employer and employee between Client and KSC or any of KSC's employees within the meaning of any federal, state, or local law.

8. Assignment

This is a personal service contract and may not be assigned or transferred by either party.

9. Severability

This Agreement constitutes the complete and entire agreement between the parties and supersedes any prior oral or written agreement, proposal or other communications between the parties whether oral or written concerning the subject matter. No amendment to this Agreement shall be effective unless in writing signed by the duly authorized representatives of the parties.

If any provision of the Agreement is held invalid or unenforceable, the remaining provisions shall remain in effect.

If legal action is necessary to enforce the terms and conditions of this Agreement, the prevailing party shall receive its reasonable attorneys' fees and costs as the court may adjudge reasonable.

This Agreement shall be governed under the laws of the State of California.

Accepted By:

Greater Kaweah Groundwater Sustainability Agency

Name: Mark Larsen

Title: General Manager

Date: August 31, 2023



Kahn, Soares & Conway, LLP

Name: Louie A. Brown, Jr.

Title: Partner

Date: August 31, 2023



~~FIRST~~SECOND AMENDED
RULES AND REGULATIONS
OF THE
GREATER KAWEAH GROUNDWATER
SUSTAINABILITY AGENCY

Adopted: 08/15/2022

First Amended Adopted: 09/27/2022

Second Amended Adopted: [date]



Contents

Article I. General	1
Section 1.01 Purpose	1
Section 1.02 Authority	1
Section 1.03 Groundwater Sustainability Plan	1
Section 1.04 Definitions	1
Section 1.05 Effective Date and Changes	2
Section 1.06 Actions Against the GKGSA	3
Section 1.07 Rights of Access	3
Section 1.08 Severability of Provisions	3
Article II. Groundwater Monitoring	3
Section 2.01 Well Registration	3
Section 2.02 Groundwater Use Measurement	4
Article III. Groundwater Accounting/Online Dashboard	5
Section 3.01 Authority	5
Section 3.02 Online Water Accounting Dashboard	5
Section 3.03 Categories of Water	5
Section 3.04 Priority of Use	7
Section 3.05 Net Groundwater Consumptive Use Reporting and Debiting	7
Section 3.06 Surface Water Reporting	8
Section 3.07 Recharge and Banking Reporting	8
Article IV. Allocation of Water	8
Section 4.01 Purpose	8
Section 4.02 Determination of Allocations	9
Section 4.03 Greater Kaweah Agricultural Management Area	9
Section 4.04 Community Management Areas	14
Section 4.05 Special Uses Management Area	14
Section 4.06 Appeal Process	15
Section 4.07 Emergency Ordinances	15

Article V. Fees & Penalties 15
 Section 5.01 **Penalties** 15
 Section 5.02 **Groundwater Extraction Fees**..... 16
 Section 5.03 **Real Property Assessments**..... 16
 Section 5.04 **Notification and Appeal of Penalties** 17
Article VI. Water Recharge in the Underground 17
 Section 6.01 **Groundwater Recharge** 17

Article I. General

Section 1.01 Purpose

These Rules and Regulations are established by the Board of Directors of the Greater Kaweah Groundwater Sustainability Agency (GKGSAs) in order to provide for the sustainable management of groundwater within the GKGSAs.

Section 1.02 Authority

Division 6 Conservation, Development and Utilization of State Water Resources Part 2.74, Chapter 5, Section 10725.2 expressly states as follows:

“A groundwater sustainability agency may adopt rules, regulations, ordinances, and resolutions for the purpose of this part, in compliance with any procedural requirements applicable to the adoption of a rule, regulation, ordinance, or resolution by the groundwater sustainability agency.”

Section 1.03 Groundwater Sustainability Plan

Pursuant to Division 6 Conservation, Development and Utilization of State Water Resources Part 2.74, Chapter 5, Section 10725, a groundwater sustainability agency may exercise the powers described in Chapter 5 provided the groundwater sustainability agency adopts and submits a groundwater sustainability plan to the Department of Water Resources. These Rules and Regulations are designed to implement the provisions of the GKGSAs Groundwater Sustainability Plan (GSP), and may be amended at any time if necessary to achieve consistency with the groundwater sustainability plan and steps needed to achieve sustainability.

Section 1.04 Definitions

“Coordination Agreement” means the Kaweah Subbasin Coordination Agreement developed and agreed to pursuant to Division 6 Conservation, Development and Utilization of State Water Resources Part 2.74, Chapter 5, Section 10727.6, and any amendments or additions thereto.

“Dairy” or “Dairies” means the production facility of a commercial dairy operation that includes the milk barn, feed area, animal housing, and manure storage as permitted as the Dairy Facility Footprint by the local permitting agencies, including but not limited to, the County, local Air District, and State Water Board.

“Farm Unit” means two or more accounts combined by common landowners.

“GKGSAs” means Greater Kaweah Groundwater Sustainability Agency.

“GKGSA GSP” means the GKGSA Groundwater Sustainability Plan developed and submitted to the Department of Water Resources pursuant to Division 6 Conservation, Development and Utilization of State Water Resources Part 2.74, Chapter 5, Section 10727, *et al.*

“GKGSA Technical Group” means the GKGSA’s Consulting Engineer, the GKGSA’s designated Hydrogeologist, and the GKGSA’s designated Agronomist, or other qualified consultant(s).

“Operator” means an authorized representative of an Owner.

“Owner” means fee title owner of land within the GKGSA boundaries.

“Processing Plants” means [TBD].

“SGMA” means the Sustainable Groundwater Management Act, pursuant to Division 6 Conservation, Development and Utilization of State Water Resources Part 2.74, Chapter 5, Section 10720, *et seq.*

“Temporary Tier 1 Allocation” or “Tier 1” means groundwater consumed in excess of Sustainable Yield and less than Tier 2 in an amount to be determined accordingly to the methodology established herein.

“Temporary Tier 2 Allocation” or “Tier 2” means groundwater consumed in excess of Tier 1 and less than Tier 3 in an amount to be determined accordingly to the methodology established herein.

“Transfer” means a voluntary transfer of an allocation from a willing Seller (Owner or Farm Unit) to a willing buyer (Third Party).

“Prohibited Tier 3 Pumping” or “Tier 3” means groundwater consumed in excess of Tier 2.

“Water year” means the 12-month period October 1, for any given year through September 30, of the following year. The water year is designated by the calendar year in which it ends and which includes 9 of the 12 months. Thus, the year ending September 30, 1999 is called the "1999" water year.

Section 1.05 **Effective Date and Changes**

These Rules and Regulations shall become effective upon adoption and may be added to, amended and/or repealed at any time by resolution of the Board of Directors of the GKGSA and such additions, amendments, and/or repeals shall become effective upon their adoptions or as otherwise specified by the Board of Directors.

Section 1.06 Actions Against the GKGSA

Nothing contained in these Rules and Regulations shall constitute a waiver by the GKGSA or estop the GKGSA from asserting any defenses or immunities from liability as provided in law, including, but not limited to, those provided in Division 3.6 of Title 1 of the GovernmentCode.

Section 1.07 Rights of Access

The GKGSA staff and/or others authorized by the GKGSA's General Manager shall notify and request consent from the Owner of any land prior to their entry. Any such entry must be for the sole and exclusive purpose of conducting GKGSA business.

Section 1.08 Severability of Provisions

If any provision of these Rules and Regulations, or the application thereof to any person or circumstance, is held invalid, the remainder of these Rules and Regulations, and the application of its provisions to other persons or circumstances, shall not be affected thereby.

Article II. Groundwater Monitoring

Section 2.01 Well Registration

(a) Registration Requirement

All groundwater extraction facilities shall be registered with the Agency within 30 days of the completion of drilling activities or within 30 days after notice is given to the owner or operator of such facility. The Owner or operator of an extraction facility shall register the extraction facility and provide, in full, the information required to complete the form provided by the Agency that including, but not limited to, the following:

- i. Name and address of the operator(s).
- ii. Name and address of the Owner(s) of the land upon which the extraction facility is located.
- iii. A description of the equipment associated with the extraction facility.
- iv. Location, parcel number and state well number of the water extraction facility.

(b) Change in Owner or Operator

The name of the Owner of each extraction facility, the parcel number on which the facility is located, along with the names of all operators for each extraction facility shall be reported to the Agency within 30 days upon any change of ownership or operators, together with such other information required by the General Manager.

(c) Penalty

Failure to register within the timeframe provided herein shall result in an administrative penalty.

Section 2.02 Groundwater Use Measurement

In order to enable verification of production, each Owner or operator who uses groundwater must have an accurate method for quantifying use. Use shall be generated based upon one of the following two bases, at the option of the Owner or operator: (1) information provided from flowmeters which have been connected to the relevant well continuously for the preceding year; or (2) evapotranspiration information obtained via satellite technology. Subject to Section 3.05 below, and except as otherwise provided in this Section, each Owner shall have the option to select the methodology used for measuring or estimating the Owner's groundwater extraction.

If the Owner does not (1) communicate an election to use flowmeters to the GKGSA by October 1 of each water year; and (2) provide all relevant information needed for the GKGSA to verify measurements from each flowmeter 30 days from the end of the prior month, then the GKGSA will default to utilize the evapotranspiration data to determine groundwater consumption for that period. If the Owner desires to change his or her election after October 1, he or she may do so by presenting such request to the General Manager who then shall present for approval to the Board of Directors. Any Owner may only opt to change his or her election once annually.

(a) Criteria for Using Meters

The following criteria and information shall be provided to the GKGSA:

- i. Manufacturer and Model of flowmeter;
- ii. Date Flow Meter Installed;
- iii. Diameter of Pipe and Size of Flow Meter;
- iv. Identification of who installed flowmeter and calibrated flowmeter per manufacturer specifications;
- v. Inspection records will be required to submit to GKGSA per schedule outlined in the manufacturer specifications.
- vi. Pictures to identify flowmeter installed correctly (e.g. adequate straight pipe sections before and after the flowmeter);
- vii. Type of crop, age of crop (if perennial), single/double/triple crop (if annual), irrigation methodology (e.g. flood, drip, sprinkler) for the irrigated acres serviced by the water from the flow meter; and
- viii. If multiple flowmeters on a farm, a map identifying the locations of the various flowmeters and lands serviced collectively by these flowmeters.

Additionally, the owner of the flowmeter will allow access to staff from the GKGSA to physically inspect the flowmeter, if needed.

For each month following an election under this subsection, the owner shall report to the GKGSA, no later than 30 days following the last day of the month, the quantity of groundwater extracted at each parcel for which the election is made, as measured by the flowmeter(s). Failure to timely report the quantity of groundwater extraction to the GKGSA, in accordance with this Section, for any parcel to which the election applies for any month shall be deemed a withdrawal of the election as to those parcels for those months, in which case groundwater extraction shall be measured by the evapotranspiration method described in the below subsection.

For all wells constructed after the date of the first adoption of the GKGSA Rules and Regulations flowmeters are required.

(b) Criteria for Using Evapotranspiration Method

Groundwater extraction shall be measured according to the evapotranspiration method described in this subsection for any parcels to which a valid election under subsection (a) above has not been made, or for which that election is deemed withdrawn in accordance with subsection(a).

Crop evapotranspiration (ET) is estimated using a combination of remote sensing data and ground-based equipment. The satellite data is entered into a model, which is used to estimate the ET rate and ET spatial distribution of an area in any given time period. When appropriately calibrated to land-based ET and/or climate stations and validated with crop surveys, the satellite-based model provides an estimate of crop ET (i.e., consumptive use).

Article III. Groundwater Accounting/Online Dashboard

Section 3.01 Authority

Division 6 Conservation, Development and Utilization of State Water Resources Part 2.74, Chapter 5, Section 10726.4, expressly authorizes a groundwater sustainability agency to establish accounting rules to allow unused groundwater extraction allocations to be carried over and transferred.

Section 3.02 Online Water Accounting Dashboard

The GKGSA shall establish an online dashboard for Owners to account for total water use within the GKGSA. Owners may allow operators access and control of their account(s). Owners may combine their accounts which are under common ownership to create Farm Units.

Section 3.03 Categories of Water

The online dashboard shall account for water through the following seven categories:

(a) Surface Water Credits and Debits for Direct Delivery

As described in Section 3.06, an Owner’s account may be credited or debited with surface water.

(b) Sustainable Yield Allocation

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As described in Section 4.03(a), Sustainable Yield shall consist of (1) Native Sustainable Yield, and (2) Total Precipitation, and may be credited to an Owner’s account. Carryover and transfers as described in Section 4.03(c), may be credited and debited from an Owner’s account. _

(c) Temporary Tier 1 Allocation

As described in Section 4.03(b), the account of Owners engaged in irrigation of lands actively used in agricultural production may be allocated an amount for groundwater used above Sustainable Yield, but below Tier 2. Carryover and transfers may be credited and debited from Owner accounts in accordance with Section 4.03(c).

(d) Temporary Tier 2 Allocation

As described in Section 4.03(b), the account of Owners engaged in irrigation of lands actively used in agricultural production may be allocated an amount for groundwater used above Tier 1. Carryover and transfers may be credited and debited from Owner accounts in accordance with Sections 4.03(c).

(e) Groundwater Credits

As described in Section 4.03(c), an Owner’s account may be credited or debited with groundwater credits.

(f) Recharge and Banking Credits and Debits

As described in Section 3.07, an Owner’s account may be credited or debited with groundwater recharge or banking activities. Transfers will be recognized by the GSA when authorized by the applicable surface water entity.

(g) Recycled Water

An Owner’s account may be credited or debited with recycled water. Prior to a debit or credit proper documentation must be provided and approved by GKGSA staff.

(h) Prohibited Tier 3 Pumping

As provided in Sections 4.03(b) and (c), no pumping beyond Tier 2 is allowed. No carryover or transfers are allowed in excess of any Tier 2 Allocation. As further set forth in Section 4.03(c)(iii)(1) and Article V, an Owner who consumes water in excess of all remaining credits shall be liable for a Tier 3 Penalty Rate, reduction in future Tier 1 and Tier 2 Allocations, and shall be subject to any and all other remedies as may be available to the GKGSA in law or inequity.

Section 3.04 Priority of Use

Each Owner with multiple categories of credits under these Rules and Regulations shall have the power to elect which of such credits are to be debited or transferred in connection with such consumption, except for Surface Water Credits and Debits for Direct Delivery, Precipitation and Prohibited Tier 3 Pumping. Surface Water Credits and Debits for Direct Delivery and Precipitation will be debited first from an Owner’s account. Prohibited Tier 3 Pumping will only be accounted for after all other available sources of water are exhausted. In order to be effective, Owner must elect priorities no later than thirty (30) days prior to the end of each quarter. Priorities will remain as elected by the Owner until the Owner chooses to change the chosen priority. If the Owner does not timely elect the priority of allocations to be debited by that date, the default priority will follow in order of Section 3.03(a)-(g) above.

Section 3.05 Net Groundwater Consumptive Use Reporting and Debiting

(a) Methodology

The amount of net groundwater consumptive use will be calculated monthly, within 60 days of the end of the prior month, using one of the measurement methods described in Section 2.02.

If the Owner is using flowmeters, calculations will be prepared by the GKGSA’s Consulting Engineer to determine the net groundwater consumed using the following formula:

$$\text{Net Consumed Groundwater Used} = \frac{\text{Gross Groundwater Pumped (Flowmeter)} - \text{Estimated Return Flow}}{\text{Estimated Return Flow}}$$

If the Owner is using the evapotranspiration method, the net consumed use will be provided by the GKGSA’s qualified consultant.

After the calculation is completed, each month as described in this Section, the net groundwater consumed will be debited from the applicable account.

In the event that a watercourse, including but not limited to canals, ditches, or riparian areas, is

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located within the boundaries of a parcel, the area of such watercourse shall not be evaluated for any consumed use of groundwater.

(b) Appeals Process

Within thirty (30) days of notification of the net consumed groundwater use, any Owner may protest the amount or the method. The written protest must be submitted to the General Manager at the GKGSA's Main Office.

The General Manager shall investigate matters related to the protest, may consult with the GKGSA Technical Group, and may present any relevant information, along with any recommendation, to the Board within sixty (60) days of receipt of the protest. The Board shall act on the written protest and supporting documentation within sixty (60) days of receipt of all relevant information, including the possibility of authorizing a separate methodology not identified in these Rules and Regulations.

Section 3.06 Surface Water Reporting

Any Owner within the GKGSA which utilizes surface water shall cause to be reported from the applicable surface water entity, the diversion of surface water to direct irrigation.

Section 3.07 Recharge and Banking Reporting

An Owner within the GKGSA which is performing recharge or banking activities shall report, or cause to be reported, the diversion of surface water to underground storage to the GKGSA. Prior to crediting or debiting the Owner's account, the GKGSA shall ensure the request is consistent with any applicable banking or recharge policy. The GKGSA acknowledges that several special districts, organized and existing under the laws of the State of California for the purpose of facilitating the beneficial use of the waters of the State, operate within GKGSA's boundaries. Several such districts have adopted and implemented banking and recharge policies in order to facilitate the underground storage and beneficial use of surface water. GKGSA shall honor the banking and recharge policies of all such entities within its jurisdictional boundaries.

Article IV. Allocation of Water

Section 4.01 Purpose

Consistent with Division 6 Conservation, Development and Utilization of State Water Resources Part 2.74, Chapter 5, Section 10726, the purpose of this Article is to provide for the sustainable management of groundwater within the GKGSA jurisdictional area and Kaweah Subbasin, and to fulfill the legislative goals and policies of SGMA. Nothing in this Article shall be used to determine or alter water rights.

Section 4.02 Determination of Allocations

Each year prior to, or as soon as practical, October 1, the GKGSA Technical Group shall determine the allocations available for use within the GKGSA's various Management Areas based on the data and calculations and the approved methodologies provided herein. The General Manager shall cause such determination to be noticed to all affected Owners prior to October 1, or as close as practical.

Section 4.03 Greater Kaweah Agricultural Management Area

(a) Sustainable Yield Allocation

Each year, the GKGSA Technical Group shall establish a use allocation for each agricultural assessor's parcel within the Greater Kaweah Management Area boundary, as defined in the attached map identified and incorporated by reference as Exhibit A. The allocation for each Owner shall be calculated as follows:

1. Sustainable ~~Y~~yield for the Kaweah Subbasin shall be calculated over a base period representative of long-term conditions in the basin and including any temporary surplus, that can be withdrawn annually from a groundwater supply without causing an undesirable result. ~~Sustainable Yyield for the Kaweah Subbasin shall first be calculated using the methodologies as agreed upon in the Kaweah Subbasin Coordination Agreement, incorporated herein by reference. Sustainable Yield shall include components such as rainfall, natural infiltration from lakes and streams, and other natural inflows. Sustainable Yield shall not include return flows from imported water not naturally occurring in the subbasin or salvaged water that would have been wasted absent a user's capacity to capture and save it. Total Sustainable Yield allocated to the GKGSA shall be comprised of the following two components:~~

~~(A) Native Sustainable Yield. Native Sustainable Yield is calculated as the long-term average natural channel loss water within the natural tributaries of the Kaweah River and the calculated underflow from the Sierra Nevada Mountains.~~

~~(B) ~~Total~~ Precipitation. ~~Total~~ Precipitation is the actual precipitation to have occurred within the Water Year allocation year, to be calculated and reported one calendar month after actual rainfall occurs based on the nearest Land IQ monitoring field station.~~

- Commented [ML4]:** Just a suggestion to clarify terms and create more distinction
- Commented [AM5R4]:** Good catch!!
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- Commented [AM6]:** Are we averaging precipitation across the subbasin? Would seem a high degree of variance between the east and western boundaries of GKGSA.
- Commented [ML7]:** LandIQ has about 40 precip stations (or is it 90?) across the Subbasin and precip is applied according to the nearest station. So no, it is pretty localized.
- Commented [AM8R7]:** Great- I tried to add some clarifying language but not sure if I characterized the name of the station correctly
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2. GKGSA's ~~total~~ available Total Sustainable Yield shall be the sum of the GKGSA's portion of the total Kaweah Subbasin Native Sustainable Yield based on gross acreage and Total Precipitation within the GKGSA.
3. The GKGSA's ~~total~~ available Total Sustainable Yield will deduct the sustainable yield allocations for the communities. The remaining balance will be divided by the total acreage within the GSA to establish a per acre allocation for each parcel.
4. Each parcel within the Greater Kaweah Management Area will receive allocations in the amount equal to the gross assessor parcel acreage multiplied by the per acre allocation established in Section 4.03(a)(3).

~~All~~ Native Sustainable Yield allocations shall be made on an annual basis.

**As additional data becomes available and as projects, monitoring, and management actions are implemented, the Native Sustainable Yield may be adjusted to reflect the new data. The allocations are not currently based on the aquifer from which the water is pumped, due to lack of data.*

(b) Temporary Tier 1 and Tier 2 Allocations

In addition to the Sustainable Yield Allocation, irrigated parcels as of January 31, 2020, which are identified as enrolled in the Irrigated Lands Regulatory Program, other regulatory programs that document historical irrigation use (i.e, Dairy General Order), or as identified by other certified crop map or Land IQ datasets shall be allocated a Tier 1 and Tier 2 Allocation(s) for only so long as permitted under these Rules and Regulations. Once a parcel has been identified as an irrigated parcel, the parcel will remain in the Transitional Pumping Program until the program expires. If a parcel is not identified as an irrigated parcel as of January 31, 2020, an Owner may file a request to the GKGSA General Manager to be included in the Transitional Pumping Program. For agricultural development of parcels after January 31, 2020, the Owner may also file a request to the GKGSA General Manager to allow such lands to receive Tier 1 or Tier 2 Allocation(s), which such allocation shall be prorated based on the date of development. GKGSA shall develop forms as needed to assist Owners with the request.

Changes in the total irrigated acres will affect the Tier 1 and/or Tier 2 Allocation(s). To achieve consistency with the GKGSA GSP, the amount of Tier 1 and/or Tier 2 Allocation(s) may vary year to year.

The allocations shall be consistent with the objectives of the GKGSA GSP, and will ramp-down pumping overtime calculated by a percentage of total overdraft as follows:

Water Years	Tier 1	Tier 2	Total Allowable Overdraft
2023-2025	40%	50%	90%
2026-2030	40%	30%	70%
2031-2035	20%	20%	40%
2036-2040	20%	0%	20%

All Temporary Tier 1 and Tier 2 Allocations shall be made on an annual basis.

(c) Carryover and Transfers

(i) *Sustainable Yield Allocation*

1) *Carryover of Sustainable Yield*

If an Owner uses less than his or her ~~total~~ Native Sustainable Yield allocation in a given year, the difference between the allocation amount for that year and the amount of groundwater used and/or transferred for that year shall be carried over to the next year.

Commented [ML9]: Should we include anything in regard to how a landowner moving water from one of his parcels to another is not a transfer, or define that a Transfer is from one landowner to another landowner?

Commented [AM10R9]: We included the following in the "definitions" section to clarify:

"Transfer" means a voluntary transfer of an allocation from a willing Seller (Owner or Farm Unit) to a willing buyer (Third Party).

But we can also add it below to help clarify.

Commented [ML11]: Should we be using the new term Native Sustainable Yield, since Precipitation is not able to transfer or carryover?

Commented [AM12R11]: Also good catch!! See additional revisions.

If the carryover amount for the year in question continues to remain unused as a groundwater credit, it may be carried over on a five-year rolling basis. The impact of the total quantity of water used in any five-year period shall be consistent with the provisions of the GKGSA GSP.

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For the first year of carryover of Native Sustainable Yield, the amount of carryover shall be reduced by 10%. No further reductions shall occur in subsequent years in which the Owner carries over Native Sustainable Yield. Portions of Native Sustainable Yield allocation successfully carried over from the previous year shall be credited to the Owner's account as groundwater credits.

An Owner is not allowed to carryover Precipitation.

Example:

Native Sustainable Yield Allocation

Water Year 2023

Unused portion of WY 2023 Native Sustainable Yield allocation minus 10% leave behind → groundwater credit → may be carried over until the end of Water Year 2028.

Water Year 2024

Unused portion of WY 2024 Native Sustainable Yield allocation minus 10% leave behind → groundwater credit → may be carried over until the end of Water Year 2029.

2) *Transfer of Sustainable Yield*

An Owner or Farm Unit may ~~transfer-Transfer~~¹ all or a portion of the Native Sustainable Yield allocation; ~~excepting any portion thereof based upon Precipitation,~~ which has been carried over from a previous year and thereby converted to groundwater credits, provided that the transfer satisfies the conditions below. Transferred Native Sustainable Yield shall be credited to the transferee's account as groundwater credits.

1. The proposed transferee will put the allocation to use within the GKGSA;
2. The place of use is no further than three zones from where the transferor's location of allocation; and
3. The transfer agreement is memorialized in writing, using a form provided by the

¹ "Transfer" means a voluntary transfer of an allocation from a willing Seller (Owner or Farm Unit) to a willing buyer (Third Party).

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GKGSAs.

Attached hereto as Exhibit C is the Kaweah Subbasin Analysis Zones. The transfer shall be subject to the following leave behind:

Commented [ML13]: Consistency of language question: Sustainable Yield Transfer - we've said the "leave behind" and given the percentage to leave behind. This make sense. Now go to comment on Tier Transfer 4.03-c...

	Immediate adjacent Zone from Transferor Place of Use Allocation	Total distance of two zones from Transferor Place of Use Allocation (e.g., Zone 35 to 32)	Total distance of three zones from Transferor Place of Use Allocation (e.g., Zone 35 to 11)
<u>Native Sustainable Yield</u>	0%	10%	20%

An Owner is not allowed to transfer Precipitation.

No action shall occur on any proposed transfer unless all past due assessments, interest and penalties owed to the GKGSAs by either transferee or transferor have been paid prior to the date that the proposed transfer is submitted to the General Manager. An Owner precluded from transferring may protest to the board, and the board may consider, exceptions to the foregoing on a case-by-case basis.

Any transfers of Sustainable Yield pursuant to this Section 4.03(c)(i)(2) shall be subject to modification or termination by the GKGSAs in the event that the GKGSAs determines that the implementation or continued implementation of the transfer in question does or will tend to cause undesirable results.

An Owner will only be permitted to use his or her allocation of Native Sustainable Yield outside of the GKGSAs Boundaries where:

1. The parcel upon which the Owner intends to put the allocation to beneficial use is owned or commonly owned by the same Owner;
2. The allocation will be used within the Kaweah Subbasin and within a groundwater sustainability agency which allows similar use outside its GSA boundaries;
3. The use outside the GSA boundaries is memorialized in writing, using a form provided by the GKGSAs; and
4. Both the GKGSAs and the groundwater sustainability agency of where the water is put to beneficial use are informed of the agreement.

Groundwater credits derived from the transfer of Native Sustainable Yield may be carried over for five years from the Water Year allocation date of the transfer.

Example:

Native Sustainable Yield Transfer

Water Year 2023

Unused portion of WY 2023 Native Sustainable Yield allocation transferred to a separate Owner on October 1, 2025 minus applicable leave behind → groundwater credit → may be carried over until the end of Water Year 2030.

Commented [AM14]: I'm not sure if you want to pick an actual date, or just allow the carryover to continue until the end of the applicable water year. I think this may be more easily administratively handled than having to pin the exact date down for each transfer.

Nov 1, 2025 – Nov 1, 2030 versus Nov 1, 2025 – end of WY 2023.

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(ii) *Temporary Tier 1 and Tier 2 Allocations*

1) *Carryover of Tier 1 and Tier 2*

If an Owner uses less than his or her total Tier 1 or Tier 2 Allocations, the difference between the allocation amount for the relevant period and the amount of the Tier 1 or Tier 2 Allocation used and/or transferred during that period year shall be carried over to the next year. The carryover amount shall be reduced annually by 10%. Portions of Tier 1 and Tier 2 allocations successfully carried over from the previous year shall be credited to the Owner's account as groundwater credits.

If the carryover amount for the year in question continues to remain unused as a groundwater credit, it may be carried over ~~on a five-year rolling basis for a total of five years.~~ No Tier 1 or Tier 2 Penalty Allocations may carry over for longer than five years from the date of the allocation. The impact of the total quantity of water used in any five-year period shall be consistent with the provisions of the GKGSA GSP.

The carryover provisions shall apply only to allocations made in Water Years 2023 and 2024. Allocations of Tier 1 and Tier 2 made after Water Year 2024 shall not be entitled to any carryover.

Commented [AM15]: We had talked about doing a ramp down on top of a ramp down schedule, but in typing this out, I think this is relatively straight forward and a bit more simple? Let me know what you think – I can certainly draft the ramp down on the ramp down as well.

Example:

Water Year	Carryover Year 1	Carryover Year 2	Carryover Year 3	Carryover Year 4	Carryover Year 5
Unused portion of 2022	90% (WY 2023)	80% (WY 2024)	70% (WY 2025)	60% (WY 2026)	50% (WY 2027)

Commented [AM16]: Do you want this also reframed to list the leave behind amounts, versus the amount of carryover entitlement?

Unused portion of 2023	90% (WY 2024)	80% (WY 2025)	70% (WY 2026)	60% (WY 2027)	50% (WY 2028)
Etc.					

Example:

Tier 1 Penalty Allocation Carryover

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Water Year 2023

Unused portion of WY 2023 Tier 1 Penalty Allocation → 50% of original allocation amount carried over until the end of Water Year 2028.

Water Year 2025

Unused portion of WY 2025 Tier 1 Penalty Allocation → must be consumed WY 2025 (failure to do so results in the loss of the allocation).

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2) *Transfer of Tier 1 and Tier 2 Allocations*

An Owner or Farm Unit may transfer ~~80% of his or her Tier 1 or Tier 2 Allocation~~ to a Third Party, ~~or 60% of his or her Tier 2 Allocation~~, if all of the following conditions apply:

Commented [AM17]: I think we should percentages here and just defer to the table below?

1. The proposed transferee will put the allocation to use within the GKGSA;
2. The place of use is no further than three zones from where the transferor's location of allocation; and
3. The transfer agreement is memorialized in writing, using a form provided by the GKGSA identifying the quantity and signed by both parties.

Attached hereto as Exhibit C is the Kaweah Subbasin Analysis Zones. The transfer shall be subject to the following ~~additional~~ leave behind:

Commented [ML18]: Consistency of language question: Tier Transfer - we've said the "leave behind" but when listing the values have switched to the percentage to transfer, not leave behind. We can all do the math, but shouldn't these both, Sustainable Yield and Tier Transfers, be expressed as leave behind? i.e. Tier 1 20%, 30%, 60%, 70% "leave behind"

	Transfer within Zone	Immediate adjacent Zone from Transferor Place of Use Allocation	Total distance of two zones from Transferor Place of Use Allocation (e.g., Zone 35 to 32)	Total distance of three zones from Transferor Place of Use Allocation (e.g., Zone 35 to 11)
Tier 1	80% 20%	70% 30%	60% 40%	30% 70%
Tier 2	60% 40%	50%	40% 60%	10% 90%

Commented [AM19R18]: Yes good point. Also see comment above. The initial statement was leftover from a prior version that did not include the table. I think we can remove it?

No action shall occur on any proposed transfer unless all past due assessments, interest and penalties owed to the GKGSA by either transferee or transferor have been paid prior to the date that the proposed transfer is submitted to the General Manager. A transferee may not subsequently transfer the allocation to another individual or entity. An owner precluded from transferring may protest to the board, and the board may consider, exceptions to the foregoing on a case-by-case basis.

For Water Years 2023 and 2024, no Tier 1 or Tier 2 Penalty Allocations may be carried over for

longer than five years from the date of allocation despite a transfer to a separate Owner. For allocations of Tier 1 or Tier 2 made after Water Year 2024, no carryover is permitted whatsoever despite a transfer to a separate Owner.

Any transfers of Tier 1 or Tier 2 pursuant to this Section 4.03(c)(ii)(2) shall be subject to modification or termination by the GKGSA in the event that the GKGSA determines that the implementation or continued implementation of the transfer in question does or will tend to cause undesirable results.

Example:

Water Year 2023

Unused portion of 2023 Tier 1 Penalty Allocation transferred to separate Owner on October 1, 2025 → may be carried over five years from the date of initial allocation to end of Water Year 2028.

Water Year 2025

Unused portion of 2025 Tier 1 Penalty Allocation transferred to a separate Owner on November 1, 2025 → must be used in Water Year 2025; no carryover is permitted.

(iii) *Prohibited Tier 3 Pumping*

1) *No Carryover or Transfers*

No carryover or transfer of Tier 3 extractions is allowed. In addition to penalties associated with Tier 3 extractions as defined herein, the quantity of Tier 3 water consumed shall be deducted from the owner's Tier 1 and 2 Allocation account the following year(s). If the Owner's Tier 1 and 2 Allocation account is depleted, further enforcement actions may be taken by the GKGSA. An Owner may protest any penalties or restrictions he or she incurs as a result of thisSection.

(d) Opt Out

~~(iv) Opt Out~~

An owner who has not received a Transitional Tier 1 or Tier 2 Penalty Allocation, but who has received a Sustainable Yield Allocation pursuant to Section 4.03(a) of these Rules and Regulations may elect to opt out of the GKGSA Rules and Regulations for the subsequent water year by submitting a request to the GKGSA. Should the owner wish to participate in the future, at that time, all current assessments, fees, interest, and penalties will be paid prior to participation. An owner is not allocated any water during the period in which he or she has chosen to opt out and will not be allocated any prior year's allocation upon choosing to opt in.

(e) Fallowed Lands

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Parcels which have received a Tier 1 or Tier 2 Penalty Allocation may fallow lands associated with the allocation. Once verified, the fallowed lands will not be debited for any consumptive use on said lands. All parcels must be maintained to prevent the growth of any vegetation. Parcels which have been fallowed during a portion of any water year shall receive a pro rata debit (for example, a parcel which begins fallowing at the beginning of June would still be charged for consumptive use for the period October – May).

Section 4.04 **Community Management Areas**

[to be determined]

Section 4.05 **Special Uses Management Area**

A separate management area (“**Special Uses Management Area**”) shall be established for the purpose of accounting for certain water uses. The area shall be comprised of lands where dairies and processing plants, are situated (hereinafter “**Special Use Parcels**”).

(a) Sustainable Yield, Tier 1 and 2 Allocations

All Special Use Parcels shall receive credits in the same manner as parcels within the Greater Kaweah Agricultural Management Area, as described in Section 4.03.

(b) Consumption

The Assessor’s Parcel(s) that includes ~~include~~ the production facility shall be debited for the area of the production facility within that parcel, as described below. If there is a remaining balance of said Assessor’s Parcel(s), the consumptive use will be debited pursuant to Section 2.02.

(i) Dairies

The consumptive use of groundwater within the Special Uses Management Area for Dairies shall be achieved by the methodology contained in the attached Exhibit B, “Net Groundwater Consumption Within A Dairy Facility Area”. Alternatively, an Owner may elect ~~do to~~ use flowmeters as described in Section 3.05(a).

(ii) Processing Plants

[TBD]

(c) Carryovers and Transfers

All Special Use Parcels shall be permitted to carry-over and transfer groundwater extraction credits as permitted by Section 4.03 of these Rules and Regulations.

Section 4.06 **Appeal Process**

(a) Notification of Allocations and Extraction Limits

The General Manager shall provide written notice to each Owner and if requested, the operator, of the groundwater allocations described herein.

(b) Protest of Allocations and Extraction Limits

Within thirty (30) days of the date identified in the written notification described in Section 4.05(a), an Owner may protest the extraction allocations and extraction limits identified in the notification. The written protest must be submitted to the General Manager at the GKGSA's Office.

The General Manager shall investigate matters related to the protest, may consult with the GKGSA Technical group, and may present any relevant information, along with any recommendation, to the Board within sixty (60) days of receipt of the protest. The Board shall act on the written appeal and supporting documentation within one hundred and twenty (120) days of receipt of all relevant information.

Section 4.07 **Emergency Ordinances**

Nothing in this Article shall prevent the GKGSA ~~from~~, in the event of an emergency, from enacting emergency regulations or ordinances to prevent harm to Owners within the GKGSA.

Article V. Fees & Penalties

Section 5.01 **Penalties**

(a) Penalty for Excess Use

If any Owner within the Greater Kaweah Agriculture Management Area exceeds his or her Sustainable Yield ~~allocation~~Allocation, he or she shall be liable for penalties as follows: (1) liability rate in

an amount to be determined annually by the Board, for each Tier 1 and Tier 2 Allocation acre-foot consumed; and (2) additional liability rate, in an amount to be determined annually by the Board, for each Tier 3 acre-foot consumed.

(b) SGMA Penalties

Any Owner, operator or other person who violates the provisions of these Rules and Regulations is subject to the criminal and civil sanctions set forth in SGMA.

(c) Civil Remedies

Upon the failure of any person to comply with any provision of this Rules and Regulations, the GKGSA may petition the Superior Court for a temporary restraining order, preliminary or permanent injunction, or such other equitable relief as may be appropriate. The right to petition for injunctive relief is an additional right to those, which may be provided elsewhere in these Rules and Regulations or otherwise allowed by law. The GKGSA pay petition the Superior Court to recover any sums due to the GKGSA.

(d) Protest of Penalty Determination

Within 30 days of the date identified in the written notification described in Section 4.05(a), an Owner or registered operator may appeal a penalty determination in writing. The written appeal must be submitted to the General Manager, at the GKGSA's Main Office.

(e) Submission to Board

Upon receipt of an appeal, the General Manager may request additional information or evidence from the appellant. The General Manager shall then submit the appeal, along with any relevant information and any recommendation, to the Board. The Board may, in its discretion, either issue a decision based upon the written appeal and supporting documentation, or hold a hearing concerning the matter.

Section 5.02 Groundwater Extraction Fees

The Board may propose fees, including groundwater extraction fees, consistent with Division 6 Conservation, Development and Utilization of State Water Resources Part 2.74, Chapter 5, Section Sections 10730 through 10730.6, and the California Constitution. The Owner shall pay to the GKGSA all Groundwater Extraction Fees within 60 days of the date of any invoice submitted by the GKGSA.

Section 5.03 Real Property Assessments

The Board may propose land-based assessments consistent with Division 6 Conservation, Development and Utilization of State Water Resources Part 2.74, Chapter 5, Section 10730, and the California Constitution.

~~Section 5.04 Notification and Appeal of Penalties~~

~~Each year, the General Manager shall provide written notification to each Owner if requested by Owner of all penalty rates. The notification shall include the water accounting used to determine~~

~~both the penalties for excess consumption.~~

~~(a) Payment of Penalties~~

~~The Owner shall pay to the GKGSA all penalties within 60 days of the date of any invoice submitted by the GKGSA.~~

~~(b) Protest of Penalty Determination~~

~~Within 30 days of the date identified in any invoice submitted by the GKGSA an Owner may appeal a penalty determination in writing. Owner must still submit payment within thirty (30) days of the invoice. The written appeal must be submitted to the General Manager, at the GKGSA's Office.~~

~~The General Manager shall investigate matters related to the appeal, and may present any relevant information, along with any recommendation, to the Board within sixty (60) days of receipt of the appeal. The Board shall act upon the written appeal and supporting documentation within one hundred and twenty (120) days of receipt of all relevant information.~~

Article VI. Water Recharge in the Underground

Section 6.01 Groundwater Recharge

Owners may use existing facilities to store surface water underground within the GKGSA boundaries. An Owner who stores surface water pursuant to this Section may subsequently put such water to his or her own beneficial use within the GKGSA boundaries, or may transfer the water to another Owner for use within the GKGSA boundaries. The use of stored water pursuant to this Section must be achieved utilizing on-farm activities. All water stored pursuant to this Section must be used within the GKGSA boundaries. Each Owner who stores surface water pursuant to this Section shall provide accurate, verifiable records of the quantity and source of surface water stored for recharge, confirmed by the district or entity that supplied the surface water. The Owner shall adhere to any rules promulgated by any district or entity supplying the surface water. Surface water stored and documented in compliance with the requirements of this Section shall be credited to the relevant Owner's account as a surface water credit. Each Owner shall be solely responsible for locating, purchasing, accessing, or otherwise acquiring surface water for the purposes of recharge pursuant to this Section. This policy applies to all non-districted lands and districted lands which choose to adhere to this Article VI.

Commented [AM20]: I don't know that the GSA needs this policy. The GSA has no surface water. So there really is no need for surface water policy to sink surface water in the underground. Should we delete?