

Nipomo 12/03/08 WRAC Update :

10/3/08 Hearing notice of motion and motion to protect water rights of parties pursuant to judgment, to protect basin water supply, to set up procedure for notice and opportunity of log or other parties to be heard regarding potential claims of overdraft, to require that monitoring program determine onset of overdraft consistent with California law and to protect log from claims of prescription, 10/3/08 hearing results:

Page 5 line 15: the court: well, you know, let me just offer a thought here before we hear from your friendly adversaries. First of all, I have some concerns with regard to your request since you have filed a notice of appeal. And I think that to some extent that invariably affects the court's jurisdiction to make any kind of order concerning your clients.

Page 13 line 19: If there's an appropriate motion that asks the court to clarify the judgment I can do that

New hearing set 12/18/08, Motion to clarify Judgment as to the effect of the settlement on the litigating parties (filed 11/19/08 and posted on www.sccomplex.org)

There is conflicting and confusing text between Judgment and court statements on the hearing transcripts.

Any requested orders that are made pursuant to the equity retained jurisdiction have been fully litigated and adjudicated. It is not a matter of looking to see whether the [Stipulation-created Technical] Committee had sufficient evidence before it to make a decision. They can make a decision that binds themselves ... they certainly can't bind the court and they cannot bind parties who are not parties to the stipulation. (Hearing of January 25, 2008, 10:9-18)

LOG requests the Judgment After Trial be clarified as follows.

No non-stipulating party is bound in any way by the stipulation except as the court may otherwise independently adopt as its independent judgment a term or terms that are the same or similar to such term or provision of the stipulation. (Judgment After Trial 2:5-7)

The Groundwater Monitoring Provisions and Management Area Monitoring Programs contained in the Stipulation, including Sections IV(D) (All Management Areas); V(B) (Santa Maria Management Area), VI(C) (Nipomo Mesa Management Area), and VII (1) (Northern Cities Management Area), inclusive, are independently adopted by the court as necessary to manage water production in the basin and are incorporated herein and made terms of this Judgment. (Judgment After Trial 4:25-5:2)

~~The Non-Stipulating Parties shall participate in, and be bound by, the applicable Management Area Monitoring Program. These Groundwater Monitoring Provisions and Management Area Monitoring Program provisions are binding only as between the Stipulating Parties. The provisions of the Stipulation and included monitoring provisions do not take away nor diminish the common law water rights of the LOG parties to reasonably pump groundwater for overlying purposes. Each However, the Non-Stipulating Party Parties, as may be required by subsequent order of the court, also shall monitor their water production, maintain records thereof, and make the data available to the court or its designee as may be required by subsequent order of the court.~~ (Judgment After Trial, 5:2-5)

Appeal Status: The Court is still processing transcripts and court documents need to be sent to the appeal court. Any additional Court action after Judgment has been appealed.

Golden State Water Company PUC rate increase for settlement & PUC approval of settlement status:

Extension of 2006 hearing process was denied with out approval of the settlement or funding. No new hearing has been applied for , http://docs.cpuc.ca.gov/published/proceedings/docket_flash.htm

Santa Maria is providing the costs for the TMA, there is no landowner mechanism to collect money and GSWC does not have PUC approval to spend money on the TMA.