



SAN ANTONIO BASIN GROUNDWATER SUSTAINABILITY AGENCY

NOTICE OF PUBLIC MEETING

NOTICE IS HEREBY GIVEN that the San Antonio Basin Groundwater Sustainability Agency (“Agency” or “SABGSA”) Board of Directors (“Board”) will hold its regular **Board Meeting** at **6:00 P.M.** on **Tuesday, January 16, 2024** at the **Los Alamos Community Services District** located at **82 St. Joseph Street, Los Alamos, CA 93440**. Virtual options are available for public participation.¹

Join Zoom Meeting:

<https://us06web.zoom.us/j/83127401605?pwd=WHplQmZTR2hoY2NWa3J2MDc3bnhtUT09>

Meeting ID: 831 2740 1605 Passcode: 203727

Dial: (669) 900 6833

SAN ANTONIO BASIN GROUNDWATER SUSTAINABILITY AGENCY (SABGSA)

BOARD OF DIRECTORS MEETING AGENDA

Tuesday, January 16, 2024

1. CALL TO ORDER and ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. PUBLIC COMMENTS ON ITEMS NOT APPEARING ON THE AGENDA

The Board will receive public comments on items not appearing on the agenda and within the subject matter jurisdiction of the Agency. The Board will not enter into a detailed discussion, answer questions, or take any action on any items presented during public comments. At the Board’s discretion, any issue raised during Public Comment may be referred to the Executive Director or other staff for administrative action or scheduled on a subsequent agenda for discussion. Persons wishing to speak on specific agenda items should do so at the time specified for those items. The presiding Chair shall limit public comments to no more than three minutes.

4. CONSENT ITEMS

a. Approve Minutes from November 28, 2023, Regular Meeting

b. Agency Finances, Budget, and Training

- i. The Board will receive a report from the accountant regarding finances and expenses for November and December 2023.
- ii. The Board will receive a report regarding training.

5. INFORMATIONAL ITEMS

a. Executive Director Update

- Update on activities performed by the Executive Director

b. San Antonio Basin Water District Update

- Update on San Antonio Basin Water District activities

c. Advisory Committee Updates

- Update on Advisory Committee

d. Board Member Updates

- Board members will provide any updates relevant to the SABGSA

¹ SABGSA will make reasonable efforts to make the meeting accessible virtually; however, if one of the virtual options are unavailable due to technological issues, you are invited to take advantage of the other options, including in-person attendance.

6. DISCUSSION AND ACTION ITEMS

a. Election of Officers for the 2024 Term

Pursuant to Article 8 of the Joint Exercise of Powers Agreement, the Board of Directors shall elect Officers – Chair, Vice Chair, Secretary, and Treasurer – annually for one (1) year terms by a majority vote. Officers are also authorized signers on the SABGSA checking account. The Board will consider updating the bank signature card with the newly elected Officers, if necessary. The Board may take action on this item.

b. Well Verification Request for a New Well – Hardship Exemption

The SABGSA received a well verification request for a new well under the hardship exemption in SABGSA’s Well Verification Policy, adopted by Resolution 22-001. Per the Well Verification Policy, the Board of Directors, on a case-by-case basis, has the authority, upon a showing of good cause by an applicant or other individual with standing, to waive portions of the Well Verification Policy. The Board will consider the well verification request submitted by Mr. Righetti for a new well on Santa Barbara County Assessor Parcel Number 101-020-080. The Board may take action and/or provide specific direction to SABGSA staff, legal counsel, and/or GSI Water Solutions, Inc. related to this item.

c. Q4 2023 Quarterly Water Level Monitoring Report for the San Antonio Creek Valley Groundwater Basin

The SABGSA has received the [Q4 2023 Quarterly Water Level Monitoring Report](#). The Board of Directors will review and discuss the recommendations listed in the report and may take action and/or provide specific direction to SABGSA staff and/or GSI Water Solutions, Inc. related to this item.

7. ADJOURN

NEXT MEETING: February 20, 2024, at 6pm



SAN ANTONIO BASIN GROUNDWATER SUSTAINABILITY AGENCY (SABGSA)
BOARD OF DIRECTORS MEETING
UNAPPROVED MINUTES
Tuesday, November 28, 2023

1. **CALL TO ORDER and ROLL CALL** – The meeting was called to order by President Sharer at 6:00pm at the Los Alamos Community Services District, located at 82 St. Joseph Street, Los Alamos, CA. Members of the public had the option to participate virtually or in-person.

Board of Directors Present: Dan Chabot, Tom Durant, Kevin Merrill, Patrice Mosby, Kenny Pata, Randy Sharer, Alternate Director Brad Vidro, Chris Wrather

Alternates present, but not acting on behalf of a Director: Jim Stollberg

Directors Absent: Juan Gomez

2. **PLEDGE OF ALLEGIANCE**

3. **PUBLIC COMMENTS ON ITEMS NOT APPEARING ON THE AGENDA**

No public comment.

4. **CONSENT ITEMS**

- a. **Approve Minutes from October 17, 2023, SABGSA Board Meeting**

Motion by Director Wrather, second by Director Chabot to approve the minutes of the October 17, 2023 Board meeting, as presented.

Ayes: Dan Chabot, Tom Durant, Kevin Merrill, Patrice Mosby, Kenny Pata, Randy Sharer, Chris Wrather

Nos: None; **Absent:** Juan Gomez; **Abstain:** Alternate Director Brad Vidro.

- b. **Agency Finances, Budgeting, and Training**

Motion by Director Durant, second by Director Pata to approve the financial report dated October 31, 2023, as presented.

Ayes: Dan Chabot, Tom Durant, Kevin Merrill, Patrice Mosby, Kenny Pata, Randy Sharer, Alternate Director Brad Vidro, Chris Wrather

Nos: None; **Absent:** Juan Gomez; **Abstain:** None.

5. **INFORMATIONAL ITEMS**

- a. **Executive Director Updates:**

- SABGSA received a well verification request for a new well under the Hardship Exemption outlined in SABGSA's Well Verification Policy (adopted via Resolution 22-001). SABGSA communicated to the landowner the process, documents, and deposit fee required to review and process the request. As of November 28, 2023, SABGSA has not received all of the required documentation so there is no action to be taken at this time. This request will be placed on a future agenda for Board review and action.

- b. **San Antonio Basin Water District Update**

Executive Director Donna Glass reported that the San Antonio Basin Water District (SABWD) Board of Directors met on November 28, 2023.

- Invoices for the 2023-24 Assessments were sent out on August 8, 2023. To date, 89% of payments have been collected totaling \$479,162.
- The SABWD Board approved investing an additional \$50,000 with CA CLASS.
- The SABWD Board approved a fund transfer in the amount of \$21,500 to the SABGSA to cover invoices received in November and the estimated total for invoices that will be submitted in December. The estimate totals for December were included in the request since the next SABWD and SABGSA meetings will not occur until January 16, 2024.

c. Advisory Committee Updates

- The Advisory Committee did not meet in November 2023.

d. Board Member Updates

- None.

6. DISCUSSION AND ACTION ITEMS

a. Discuss and Consider Awarding a Contract for the GSP Annual Report for Water Year 2023

The SABGSA issued a Request for Proposals (RFP) for the GSP Annual Report for Water Year 2023. The SABGSA received one RFP response from GSI Water Solutions, Inc. The RFP response was reviewed by the Board appointed Ad Hoc Committee who recommended approval of the proposal, as presented. SABGSA Executive Director reviewed the scope of work and fees outlined in the proposal with the Board. Following a discussion, the Board took the following action.

Motion by Director Merrill, second by Director Durant to select GSI Water Solutions for the GSP Annual Report for WY 2023 for the scope of services listed in RFP response for \$55,200 and authorize SABGSA Executive Director to execute the contract pending a review by legal counsel.

Ayes: Dan Chabot, Tom Durant, Kevin Merrill, Patrice Mosby, Kenny Pata, Randy Sharer, Alternate Director Brad Vidro, Chris Wrather

Nos: None; **Absent:** Juan Gomez; **Abstain:** None.

b. Discuss and Consider Awarding a Contract for Quarterly Groundwater Level Monitoring and Reporting for Calendar Year 2024

The SABGSA issued a Request for Proposals (RFP) for Quarterly Groundwater Level Monitoring and Reporting for calendar year 2024. The SABGSA received two RFP responses – one from Cleath Harris and one from GSI Water Solutions, Inc. Both RFP responses were reviewed by the Board appointed Ad Hoc Committee who recommended approval of the proposal from GSI Water Solutions, Inc., as presented. SABGSA Executive Director reviewed the scope of work and fees outlined in both proposals with the Board. Following a discussion, the Board took the following action.

Motion by Director Merrill, second by Director Mosby to select GSI Water Solutions for the Quarterly Groundwater Level Monitoring and Reporting for Calendar Year 2024 for the scope of services listed in RFP response for \$58,100 and authorize SABGSA Executive Director to execute the contract pending a review by legal counsel.

Ayes: Dan Chabot, Tom Durant, Kevin Merrill, Patrice Mosby, Kenny Pata, Randy Sharer, Alternate Director Brad Vidro, Chris Wrather

Nos: None; **Absent:** Juan Gomez; **Abstain:** None.

c. SABGSA Metering Program Conceptual Framework

The Ad Hoc Committee presented the fourth draft of the [conceptual framework for the metering program](#) focused on the program’s components. The program’s objective, purpose, and overarching goal remain unchanged. The Board did not take action on this item. The Ad Hoc

Committee will continue to refine and add to the framework. Highlights of the presentation included the following recommendations:

- **Calibration:** The frequency of routine calibration will be done per the schedule outlined in the manufacturer's specifications. If the manufacturer does not specify a calibration schedule, flow meters will be calibrated every five years. SABGSA reserves the right to request verification/proof of accuracy if an issue arises.
- **Reporting Timeline:** Landowners record monthly flow meter readings within the first five days of the month rather than the first day of each month. Landowners will self-report the monthly readings to SABGSA twice per year. SABGSA has aligned the reporting schedule with the water year. SABGSA will provide a 60-day window for landowners to complete and submit the Flow Meter Reporting Form.
- **Reporting Mechanism:** The Ad Hoc Committee will continue to discuss the specific reporting mechanisms and recommended three options for consideration: hardcopy via US Mail, electronic (fillable pdf) via email, online form and/or cell phone app. The Ad Hoc Committee will explore the logistics and cost of the online form and/or cell phone app and report back to the Board.
- **Compliance Forms:** Drafts of the Flow Meter Installation & Calibration Compliance Form and the Groundwater Extraction / Flow Meter Reporting Form were presented. The Board did not propose any edits or revisions.
- **FAQ Document:** The Ad Hoc Committee will develop a draft Frequently Asked Questions (FAQ) document to be used as a communication tool with landowners. A draft will be presented to the Board in February or March.

7. NEXT MEETING: January 16, 2024 at 6pm at the Los Alamos Community Services District.

8. ADJOURN – 7:15pm

Please contact Stephanie Bertoux at admin@sanantoniobasingsa.org with any questions.

San Antonio Basin GSA
Profit & Loss Budget vs. Actual
 July through November 2023

| 42% of the year has elapsed | <u>Jul - Nov 23</u> | <u>Budget</u> | <u>\$ Over Budget</u> | <u>% of Budget</u> |
|---|--------------------------|--------------------|--------------------------|----------------------|
| Ordinary Income/Expense | | | | |
| Income | | | | |
| 4-Interest Income | 12.21 | | | |
| Total Income | 12.21 | | | |
| Expense | | | | |
| Administration and Operation | | | | |
| 01Administrative Exp/Office Ex | 20,845.34 | 76,000.00 | -55,154.66 | 27.43% |
| 02-Accountant | 2,800.00 | 7,500.00 | -4,700.00 | 37.33% |
| 04-Monitoring | 18,866.61 | 90,000.00 | -71,133.39 | 20.96% |
| 05-Legal Counsel | 3,910.50 | 75,000.00 | -71,089.50 | 5.21% |
| 06-Insurance | 1,733.00 | 3,000.00 | -1,267.00 | 57.77% |
| 07-Audit Fees | 0.00 | 4,000.00 | -4,000.00 | 0.0% |
| 09-GSP Related Costs-Annual Rep | 0.00 | 100,000.00 | -100,000.00 | 0.0% |
| 10-GSP Implementation / PMAs | 5,523.75 | 142,500.00 | -136,976.25 | 3.88% |
| 11- Exec Order WellVerification | -197.50 | | | |
| Total Administration and Operation | <u>53,481.70</u> | <u>498,000.00</u> | <u>-444,518.30</u> | <u>10.74%</u> |
| Total Expense | <u>53,481.70</u> | <u>498,000.00</u> | <u>-444,518.30</u> | <u>10.74%</u> |
| Net Ordinary Income | -53,469.49 | -498,000.00 | 444,530.51 | 10.74% |
| Other Income/Expense | | | | |
| Other Income | | | | |
| 11 Operating Transfers | 40,602.86 | 498,000.00 | -457,397.14 | 8.15% |
| 12 Carryover Funds | 0.00 | 50,000.00 | -50,000.00 | 0.0% |
| Total Other Income | <u>40,602.86</u> | <u>548,000.00</u> | <u>-507,397.14</u> | <u>7.41%</u> |
| Other Expense | | | | |
| Contingency (10%) | 0.00 | 50,000.00 | -50,000.00 | 0.0% |
| Total Other Expense | <u>0.00</u> | <u>50,000.00</u> | <u>-50,000.00</u> | <u>0.0%</u> |
| Net Other Income | 40,602.86 | 498,000.00 | -457,397.14 | 8.15% |
| Net Income | <u><u>-12,866.63</u></u> | <u><u>0.00</u></u> | <u><u>-12,866.63</u></u> | <u><u>100.0%</u></u> |

San Antonio Basin GSA

Balance Sheet

As of November 30, 2023

Nov 30, 23

ASSETS

Current Assets

Checking/Savings

Community Bank of SM -ACCT 9006 42,344.36

Total Checking/Savings 42,344.36

Total Current Assets 42,344.36

TOTAL ASSETS 42,344.36

LIABILITIES & EQUITY

Equity

Retained Earnings 55,210.99

Net Income -12,866.63

Total Equity 42,344.36

TOTAL LIABILITIES & EQUITY 42,344.36

San Antonio Basin GSA Expenses by Vendor Detail

November 2023

| | Type | Date | Num | Account | Split | Amount |
|--|-------|------------|------|--------------------------------|---------------------------------|------------------------|
| BERTOUX & COMPANY | | | | | | |
| | Check | 11/17/2023 | 3066 | 01Administrative Exp/Office Ex | Community Bank of SM -ACCT 9006 | 5,000.00 |
| Total BERTOUX & COMPANY | | | | | | <u>5,000.00</u> |
| Brownstein Hyatt Farber Schreck | | | | | | |
| | Check | 11/17/2023 | 3067 | 05-Legal Counsel | Community Bank of SM -ACCT 9006 | 945.00 |
| Total Brownstein Hyatt Farber Schreck | | | | | | <u>945.00</u> |
| Carrie Troup, C.P.A. | | | | | | |
| | Check | 11/17/2023 | 3071 | 02-Accountant | Community Bank of SM -ACCT 9006 | 700.00 |
| Total Carrie Troup, C.P.A. | | | | | | <u>700.00</u> |
| GSI WATER SOLUTIONS, INC. | | | | | | |
| | Check | 11/17/2023 | 3068 | 10-GSP Implementation / PMAs | Community Bank of SM -ACCT 9006 | 1,233.75 |
| | Check | 11/17/2023 | 3069 | 04-Monitoring | Community Bank of SM -ACCT 9006 | 321.25 |
| Total GSI WATER SOLUTIONS, INC. | | | | | | <u>1,555.00</u> |
| Los Alamos CSD | | | | | | |
| TOTAL | Check | 11/17/2023 | 3070 | 01Administrative Exp/Office Ex | Community Bank of SM -ACCT 9006 | 200.00 |
| Total Los Alamos CSD | | | | | | <u>200.00</u> |
| | | | | | | <u>8,400.00</u> |

San Antonio Basin GSA
Profit & Loss Budget vs. Actual
 July through December 2023

| 50% of the year has elapsed | <u>Jul - Dec 23</u> | <u>Budget</u> | <u>\$ Over Budget</u> | <u>% of Budget</u> |
|---|--------------------------|--------------------|--------------------------|----------------------|
| Ordinary Income/Expense | | | | |
| Income | | | | |
| 4-Interest Income | 12.21 | | | |
| Total Income | 12.21 | | | |
| Expense | | | | |
| Administration and Operation | | | | |
| 01Administrative Exp/Office Ex | 26,045.34 | 76,000.00 | -49,954.66 | 34.27% |
| 02-Accountant | 3,500.00 | 7,500.00 | -4,000.00 | 46.67% |
| 04-Monitoring | 19,521.61 | 90,000.00 | -70,478.39 | 21.69% |
| 05-Legal Counsel | 5,878.50 | 75,000.00 | -69,121.50 | 7.84% |
| 06-Insurance | 1,733.00 | 3,000.00 | -1,267.00 | 57.77% |
| 07-Audit Fees | 0.00 | 4,000.00 | -4,000.00 | 0.0% |
| 09-GSP Related Costs-Annual Rep | 0.00 | 100,000.00 | -100,000.00 | 0.0% |
| 10-GSP Implementation / PMAs | 8,663.75 | 142,500.00 | -133,836.25 | 6.08% |
| 11- Exec Order WellVerification | -197.50 | | | |
| Total Administration and Operation | <u>65,144.70</u> | <u>498,000.00</u> | <u>-432,855.30</u> | <u>13.08%</u> |
| Total Expense | <u>65,144.70</u> | <u>498,000.00</u> | <u>-432,855.30</u> | <u>13.08%</u> |
| Net Ordinary Income | -65,132.49 | -498,000.00 | 432,867.51 | 13.08% |
| Other Income/Expense | | | | |
| Other Income | | | | |
| 11 Operating Transfers | 40,602.86 | 498,000.00 | -457,397.14 | 8.15% |
| 12 Carryover Funds | 0.00 | 50,000.00 | -50,000.00 | 0.0% |
| Total Other Income | <u>40,602.86</u> | <u>548,000.00</u> | <u>-507,397.14</u> | <u>7.41%</u> |
| Other Expense | | | | |
| Contingency (10%) | 0.00 | 50,000.00 | -50,000.00 | 0.0% |
| Total Other Expense | <u>0.00</u> | <u>50,000.00</u> | <u>-50,000.00</u> | <u>0.0%</u> |
| Net Other Income | 40,602.86 | 498,000.00 | -457,397.14 | 8.15% |
| Net Income | <u><u>-24,529.63</u></u> | <u><u>0.00</u></u> | <u><u>-24,529.63</u></u> | <u><u>100.0%</u></u> |

San Antonio Basin GSA

Balance Sheet

As of December 31, 2023

Dec 31, 23

ASSETS

Current Assets

Checking/Savings

Community Bank of SM -ACCT 9006 30,681.36

Total Checking/Savings 30,681.36

Total Current Assets 30,681.36

TOTAL ASSETS 30,681.36

LIABILITIES & EQUITY

Equity

Retained Earnings 55,210.99

Net Income -24,529.63

Total Equity 30,681.36

TOTAL LIABILITIES & EQUITY 30,681.36

San Antonio Basin GSA Expenses by Vendor Detail

December 2023

| | <u>Type</u> | <u>Date</u> | <u>Num</u> | <u>Account</u> | <u>Split</u> | <u>Amount</u> |
|--|-------------|-------------|------------|--------------------------------|---------------------------------|-------------------------|
| BERTOUX & COMPANY | | | | | | |
| | Check | 12/19/2023 | 3072 | 01Administrative Exp/Office Ex | Community Bank of SM -ACCT 9006 | 5,000.00 |
| Total BERTOUX & COMPANY | | | | | | <u>5,000.00</u> |
| Brownstein Hyatt Farber Schreck | | | | | | |
| | Check | 12/19/2023 | 3073 | 05-Legal Counsel | Community Bank of SM -ACCT 9006 | 1,968.00 |
| Total Brownstein Hyatt Farber Schreck | | | | | | <u>1,968.00</u> |
| Carrie Troup, C.P.A. | | | | | | |
| | Check | 12/19/2023 | 3078 | 02-Accountant | Community Bank of SM -ACCT 9006 | 700.00 |
| Total Carrie Troup, C.P.A. | | | | | | <u>700.00</u> |
| GSI WATER SOLUTIONS, INC. | | | | | | |
| | Check | 12/20/2023 | 3079 | 10-GSP Implementation / PMAs | Community Bank of SM -ACCT 9006 | 1,912.50 |
| | Check | 12/20/2023 | 3080 | 10-GSP Implementation / PMAs | Community Bank of SM -ACCT 9006 | 1,227.50 |
| | Check | 12/20/2023 | 3081 | 04-Monitoring | Community Bank of SM -ACCT 9006 | 655.00 |
| Total GSI WATER SOLUTIONS, INC. | | | | | | <u>3,795.00</u> |
| Los Alamos CSD | | | | | | |
| | Check | 12/19/2023 | 3077 | 01Administrative Exp/Office Ex | Community Bank of SM -ACCT 9006 | 200.00 |
| Total Los Alamos CSD | | | | | | <u>200.00</u> |
| TOTAL | | | | | | <u><u>11,663.00</u></u> |

Memorandum

Jessica L. Diaz
Attorney at Law
805.882.1416 direct
jdiaz@bhfs.com

DATE: January 11, 2024

TO: San Antonio Basin Groundwater Sustainability Agency (“SABGSA”) Board of Directors

COPY TO: Stephanie Bertoux, SABGSA Executive Director

FROM: Jessica Diaz, SABGSA Counsel

RE: Well Verification Request for a New Well on Santa Barbara County APN No. 101-020-080

I. SUMMARY OF AGENDA ITEM

At its meeting on January 16, 2024, the SABGSA Board of Directors (“Board”) will consider a well verification request (“Request”) submitted on behalf of Mr. Paul Righetti (the “Applicant”) for a new groundwater well to be located on Santa Barbara County Assessor Parcel Number 101-020-080, located at 7476 Graciosa Road, Santa Maria, California 93455. The Applicant seeks a waiver of the SABGSA’s Well Verification Policy (Resolution No. 22-001) pursuant to Section 5, Hardship Exemption.

II. POTENTIAL ACTIONS THE BOARD MAY TAKE

- (1) The Board may deny the Request with prejudice, and direct legal counsel to return to the Board with a resolution including appropriate findings, to be considered on the consent calendar at the Board’s February 20, 2024 meeting. If the Board denies the Request with prejudice, Righetti will not have an opportunity to re-submit the Request with additional supporting documentation.
- (2) The Board may deny the Request without prejudice, and direct legal counsel to return to the Board with a resolution including appropriate findings, to be considered on the consent calendar at the Board’s February 20, 2024 meeting. If the Board denies the Request without prejudice, Righetti will have an opportunity to re-submit the Request with additional supporting documentation.
- (3) The Board may approve a waiver of the Well Verification Policy pursuant to the Hardship Exemption, direct GSI Water Solutions, Inc. to prepare a technical analysis supporting the necessary

findings, and direct legal counsel to return to the Board with a resolution including appropriate findings, to be considered on the consent calendar at the Board’s February 20, 2024 meeting.

III. RECOMMENDATION

For the reasons below, legal counsel recommends that the Board deny the Request with prejudice on the grounds that there has not been a sufficient showing of “good cause,” as required by Section 5 of the Well Verification Policy.

IV. BACKGROUND ON THE WELL VERIFICATION POLICY

On July 19, 2022, SABGSA adopted a Well Verification Policy to implement Governor Newsom’s Executive Order N-7-22 and the County of Santa Barbara’s Ordinance No. 5158 (“County Urgency Ordinance”).

Executive Order N-7-22 provides that a county shall not approve a well permit for a new groundwater well in a basin subject to the Sustainable Groundwater Management Act and classified as medium- or high-priority without first obtaining from the groundwater sustainability agency managing the basin a “written verification” that (1) “groundwater extraction by the proposed well would not be inconsistent with any sustainable groundwater management program established in any applicable Groundwater Sustainability Plan” and that (2) groundwater extraction from the proposed well “would not decrease the likelihood of achieving a sustainability goal” for the basin. The County Urgency Ordinance modified the County’s well permitting framework in response to Executive Order N-7-22 by requiring an applicant to obtain a written well verification from SABGSA prior to County Environmental Health Services processing the applicant’s well permit application.¹

SABGSA’s Well Verification Policy responded to Executive Order N-7-22 and the County Urgency Ordinance by establishing a framework for the issuance of well verifications consistent with the groundwater sustainability plan (“GSP”) for the San Antonio Creek Valley Basin (the “Basin”) and latest information about groundwater conditions within the Basin. Under the Well Verification Policy, SABGSA cannot issue a Well Verification for a new well until expiration of Executive Order N-7-22 and the County Urgency Ordinance². Section 5 of the Well Verification Policy provides for the following “Hardship Exemption”:

Hardship Exemption. The Agency Board of Directors, on a case-by-case basis, shall have the authority, upon a showing of good cause by an applicant or other individual with standing, to waive portions of this Well Verification Policy. “Good cause” shall mean a factual and evidentiary showing by the applicant that this Well Verification Policy, if not waived, will (1) deprive the applicant of substantially all reasonable economic use of its property under the Fifth Amendment of the U.S. Constitution or Article I, Section 19 of the California Constitution; or (2) result in a violation of an applicable California or federal law. All such request for a

¹ County Urgency Ordinance, Sec. 2.

² SABGSA’s Well Verification Policy, Sec. 4.a.

waiver shall be filed with the Agency Executive Director, including all supporting materials showing the “good cause.”

V. SUMMARY OF THE RIGHETTI WELL VERIFICATION REQUEST

The Request seeks a written verification from the SABGSA pursuant to the Hardship Exemption for a new groundwater well in the Basin, “Righetti Well #3.” According to the Request, Righetti Well #3 would be no larger than 8” in diameter, with a pumping capacity of 30-50 gallons per minute (“gpm”).³ Righetti Well #3 would be used to supply water to an existing, multi-generational cattle operation with an average herd size of 400 cattle, with an estimated maximum use of approximately 22.4 acre feet per year.⁴ The Request also notes that there is a need for a back-up water supply for “multiple residential units” in the event that the existing well serving the residential units were to fail.⁵

According to the Request, no new agricultural use or increased water use for the existing cattle operation is proposed.⁶ However, water for the existing cattle operation is currently provided from a groundwater well operated by Pacific Coast Energy (Oil) Company *outside* the Basin, delivered to the Righetti Ranch property via a pipeline.⁷ Accordingly, the proposed Righetti Well #3 would increase groundwater extractions from the Basin.

VI. ANALYSIS OF THE REQUESTED WAIVER UNDER THE HARDSHIP EXEMPTION

Legal counsel has analyzed the Request and all supporting materials for any showing of “good cause” supporting application of the Hardship Exemption. The Applicant has not submitted any evidence or stated any facts showing that denial of the Request would deprive Mr. Righetti of “substantially all reasonable economic use of its property under the Fifth Amendment of the U.S. Constitution or Article I, Section 19 of the California Constitution.” Nor has the Applicant submitted any facts or evidence showing that denying the Request would otherwise violate state or federal law.

Reading the Request in the most generous light, it appears to seek a waiver of the Well Verification Policy on the grounds that the existing supply for the cattle operation is unreliable and expensive and could become unavailable in the future. For example, Mr. Hoffman’s letter report supporting the Request states that the existing water supply to the cattle operation is provided through an “antiquated pipeline system that may not be reliable in the future.”⁸

After preliminary review of the Request, SABGSA staff offered the Applicant’s representative the opportunity to submit additional materials specifically supporting the requested waiver under the Hardship Exemption. The only additional supporting documentation that SABGSA received was a one-page letter dated December 11, 2023, summarizing the information in the prior materials. In relevant

³ Oct. 26, 2023 Rick Hoffman Cover Letter Report (“Letter Report”), pp. 2-3; Dec. 11, 2023 Letter from Paul Righetti (“Righetti Letter”) (noting the 30-50 gpm capacity range).

⁴ Letter Report, pp. 2-3; Righetti Letter.

⁵ Letter Report, p. 3.

⁶ Letter Report, p. 1.

⁷ Letter Report, p. 1.

⁸ Letter Report, p. 3.

part, that letter stated, “Currently our livestock water is purchased from an adjacent oil field, which has become problematic. The cost of the water has become very expensive yet the system is not reliable. The pipelines are very old and are several miles long from the source to our locations. These old lines make the system routinely unreliable, which is a hardship for our livestock.”⁹

Although the applicant’s desire for a new well is understandable, the evidence and facts submitted do not meet the legal standard for application of the Hardship Exemption. For example, although the Request states that the current supply to the cattle operation is unreliable, there is no documentation that the pipeline will fail in the imminent future. As to the desire for a back-up supply for the residential units, there is no documentation as to the insufficiency of the existing residential supply (i.e., Righetti Well #2) or that continued residential use by the existing residential units will be jeopardized in the absence of a back-up supply. Even in the event that the unavailability of a substitute water supply were to force the cattle operation to cease, no documentation has been provided that the closure of the cattle operation would deprive Mr. Righetti of “substantially all reasonable economic use of [his] property.” Finally, the only evidence relevant to the Hardship Exemption were statements made by Mr. Hoffman in his technical report, and the December 11, 2023 letter from Mr. Righetti. The applicant did not submit any economic analysis, appraisals, or third-party documentation with evidence or facts supporting the SABGSA’s application of the Hardship Exemption.

26985424.3

⁹ Righetti Letter.



SAN ANTONIO BASIN GROUNDWATER SUSTAINABILITY AGENCY

WELL VERIFICATION REQUEST

The undersigned Applicant¹ is submitting an application ("County Application") to the Santa Barbara County ("County") Environmental Health Services ("EHS") for a permit to construct a water well. Pursuant to Paragraph 9 of Executive Order N-7-22 and County Urgency Ordinance No. 5158 ("County Urgency Ordinance"), before County EHS may grant said County Application it must obtain a written verification ("Well Verification") from the San Antonio Basin Groundwater Sustainability Agency ("Agency") that "groundwater extraction by the proposed well would not be inconsistent with any sustainable groundwater management program established in" the San Antonio Basin Groundwater Sustainability Plan ("Plan") and "would not decrease the likelihood of achieving a sustainability goal for the basin."

The Applicant hereby requests that the Agency review the County Application, and this well verification request, including the Well Verification Request Agreement, attached hereto as Attachment A, and the supplemental materials requested herein, (collectively, "Well Verification Request") to determine whether to issue a Well Verification.

Request Type:

DFH

- New Well* (as defined in Section 34A-23(a)(5) of the County Urgency Ordinance)
- Alteration of an Existing Well* (as defined in Section 34-23(a)(1) of the County Urgency Ordinance)
- Replacement Well (as defined in Section 34A-23(a)(8) of the County Urgency Ordinance)
- Modified Well (as defined in Section 4.d of Resolution No. 22-001).

* NOTE: The Agency has determined through Resolution No. 22-001 that it cannot issue a Well Verification for a New Well or Alteration of an Existing Well because the Plan documents that the Basin is experiencing chronic lowering of groundwater levels and a reduction in groundwater in storage such that New Wells or Alteration of an Existing Wells would be inconsistent with the Plan. The Basin's water budget, documented in the Plan, indicates that the annual volume of groundwater extracted from the Basin (by pumping) has historically been greater than the Basin's sustainable yield² (the average annual change in groundwater in storage during the

¹ For the purposes of this well verification request, Applicant collectively refers to the individual seeking a County Application and a Well Verification Request from the Agency and the property owner ("Owner") where the well is to be located, if different from the Applicant.

² Sustainable yield is defined in the Sustainable Groundwater Management Act (SGMA) as "the maximum quantity of water, calculated over a 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". (Wat. Code, § 10721(w).)

Basin's historical water budget period [1981-2018] was a decrease of 10,600 acre-feet) as defined in the GSP. Therefore, a New Well or an Alteration of an Existing Well would result in additional groundwater extraction from the Basin above the baseline extraction amounts considered in the Plan and contribute to chronic lowering of groundwater levels and a reduction in groundwater storage in the Basin.

Information Required to Process Request:

Complete County Application

Site Vicinity Information:

- Map of any existing wells on the parcel, including the original well(s) that will be abandoned for a Replacement Well, relative to the proposed well
- Summary and map of proposed irrigated area and crop type information, or other information summarizing the proposed well water use

Well Information:

- Assessor's Parcel Number(s) for:
 - Original Well: 101-020-080
 - Replacement Well: 101-020-080
 - Irrigated areas(s): _____
- Pump Specifications (Replacement Well and original well(s) that will be abandoned, or Modified Well and well as originally constructed)
 - Pump Curve
If pump curve is not available, expected pump type, number of bowls, pump diameter, pump horsepower, revolutions per minute (RPM), and lift
 - Replacement Well or Modified Well system pressure in the discharge line and total pressure head of system
- Estimated groundwater levels at the time of the County Application in the Replacement Well or Modified Well and measured or estimated groundwater levels when the original well was installed.

Original Well Information (if Original Well Completion Report information is unavailable):

- Original Well Coordinates and Elevation:**
 - Latitude N34° 48' 48.8" ; Longitude W120° 26' 44.2"
 - Elevation: ±450' ft amsl
- Original Well Construction Information** (based on video-log or well survey)
 - Total Depth: unknown ft bgs
 - Screened Intervals: unknown ft bgs
 - Well Diameter: 10" in
- Documentation of original well production rate:**
 - Estimated (method used and assumptions), or
 - Measured (method, data provided)

Well Verification Request Agreement (fully executed)

APPLICANT

Applicant Signature: DM F. Hoffman

Applicant Name/Position: Mr. Rick Hoffman, Hydrogeologist

Applicant Mailing Address: 1149 Palomino Road, Santa Barbara, CA 93105

Applicant Contact Information (phone/email): (805) 895-2246 rickhoffman1@cox.net

APPLICANT - OWNER (if different from Applicant)

Owner Signature: Paul Righetti

Owner Name/Position: Mr. Paul Righetti, Property Owner

Owner Mailing Address: 7476 Graciosa Road, Santa Maria, CA 93455

Owner Contact Information (phone/email): [REDACTED]

AGENT (Property Manager/Consultant)

Agent Name/Position: Rick Hoffman, Hydrogeologist

Agent Contact Information (phone/email): 805-895-2246, rickhoffman1@cox.net

Attachment A

WELL VERIFICATION REQUEST AGREEMENT

This Well Verification Request Agreement (“Agreement”) is by and between the undersigned Applicant and the Agency.³ In consideration of the following mutual covenants set forth herein and for other consideration, including the not limited to the Agency’s time and resources spent on evaluation of the Applicant’s Well Verification Request, the receipt and sufficiency of which is hereby acknowledged, the Applicant and Agency hereby agree as follows:

1. Indemnification. As part of the County Application and Well Verification Request pursuant to Governor Newsom’s Executive Order N-7-22 and the County Urgency Ordinance, the Applicant, individually and collectively agree to indemnify, defend (with counsel approved by the Agency within its reasonable discretion), and hold harmless the Agency, the San Antonio Basin Water District, and the Los Alamos Community Services District, and all their respective officers, elected officials, members, employees, consultants, contractors, and agents (individually and collectively the “GSA Parties”) as follows:

- A. From and against any and all claims, demands, actions, proceedings, lawsuits, losses, damages, costs, judgments, and/or liabilities of any kind arising out of, related to, or in connection with the County Application, Well Verification Request and Well Verification, or to attack, set aside, void, or annul, in whole or in part, an approval of any part of the County Application, Well Verification Request and Well Verification.
- B. From any and all causes whatsoever, including the acts, errors, or omissions of the Applicant and his, her, its, and/or their respective officers, officials, employees, agents, consultants, and contractors (hereinafter “Claim”); and
- C. For any and all costs and expenses (including but not limited to attorneys’ and consultants’ fees and costs) incurred by the GSA Parties in connection with any Claim except where such indemnification is prohibited by law.

The indemnification obligation of the Applicant does not apply to the GSA Parties’ sole negligence or willful misconduct.

2. Defense. Applicant shall permit the GSA Parties, with the GSA Parties’ sole discretion, to direct and participate in the defense of any Claim, including but not limited to, use of GSA Parties’ counsel to defend the Claim, but such participation shall not relieve the Applicant of any obligation imposed by this Agreement. In the alternative, the GSA Parties shall have the right not to participate in the defense.

3. Obligations. This Agreement and the obligations of the Applicant set forth herein shall remain in full force and effect throughout any and all stages of review, reconsideration, challenge, or litigation, including any and all appeals of any lower court decrees, orders, or judgments, and regardless of whether the Applicant has brought any claim, action, or demand against the GSA Parties. The obligations of the Applicant under this Agreement shall survive and apply regardless of whether any GSA approval is invalidated, set aside, expires, or is abandoned for any reason.

³ Capitalized terms have the same meaning as the terms defined in the Well Verification Request and Agency Resolution No. 22-001 unless otherwise defined herein.

The Applicant is solely responsible for compliance with all local, state, and federal laws and for obtaining necessary authorizations, approvals, and/or permits from other local, state, and federal agencies. Any failure of the Applicant to comply with applicable laws or to obtain necessary authorizations, approvals, and/or permits shall not invalidate this Agreement or excuse the obligations of the Applicant under this Agreement except where such indemnification is prohibited by law.

4. Successors and Assigns. The obligations of Applicant under this Agreement shall be binding upon each and every of their respective successors, assigns, and transferees of any interest in the water well permit or water well that is the subject of the County Application. The Applicant shall cause all successors, assigns, and transferees to be so obligated; provided that the Applicant shall be and remain personally obligated to all of the terms of this Agreement, notwithstanding any attempt to assign, delegate, or otherwise transfer any of the obligations of this Agreement, and notwithstanding a change in ownership or any transfer or conveyance of any interest in the water well permit or water well that is the subject of the County Application.

5. Stipulation, Release, or Settlement. The Applicant shall not execute, pay, or perform pursuant to, any stipulation, release, settlement agreement, or other disposition of the matter on any Claim unless the Agency and GSA Parties have approved the stipulation, release, or settlement agreement in writing, such approval not to be unreasonably withheld. In no case shall the Applicant assume, admit, or assert any fault, wrongdoing, or liability on the part of the GSA Parties as a condition of or as part of any stipulation, release, settlement, or otherwise.

6. Acknowledgments. The Applicant and acknowledges by their initials the following as understood and true:

XPTR I acknowledge that the SGMA requires that the Agency, as the exclusive GSA for the Basin, sustainably manage the groundwater resources of the Basin.

XPTR I acknowledge that the Agency is authorized by SGMA to limit extractions within its jurisdiction including extractions from a well permitted pursuant to the County Application and that a well permit issued by County EHS does not guarantee the extraction of any specific amount or quality of water now or in the future. (Wat. Code, § 10726.4(a)(1).)

XPTR I acknowledge the Agency cannot and does not guarantee any defined water use, water level, or water quality in the Basin.

XPTR I acknowledge and agree to pay the reasonable cost, as determined by the Agency by resolution, to review the County Application and Well Verification Request.

XPTR I acknowledge the Agency is not responsible for or otherwise liable for any costs, investments, or payments related to any groundwater well permitted pursuant to the County Application, including pumping fees, extraction limits, costs related to well failure, well deepening, increased maintenance, replacement, or operational costs.

XPTR I acknowledge that the proposed water well, as applicable, will be operated in compliance with all current and future laws, rules, and regulations, including, but not limited to,

compliance with any applicable provisions of the Plan such as well registration, well metering and groundwater production reporting requirements.

XPTA I acknowledge that, if the Agency issues a Well Verification, the Agency does not make any representation, assurance or warrant as to whether the use of the well permitted by County EHS, once constructed, will be or become inconsistent with any sustainable groundwater management program established in the Plan and/or decrease the likelihood of achieving the sustainability goal for the Basin.

XPTA I acknowledge and certify that to the best of my knowledge that the information contained in the County Application and Well Verification Request is true and accurate.

XPTA I acknowledge that any Well Verification issued by the Agency is based on the information contained in the County Application and Well Verification Request and on the representations of the Applicant set forth therein. Any Well Verification is made only upon information known at the time it is made. The Department of Water Resources has not yet approved the Plan for the Basin and the Agency may be required to revise or amend the Plan in a manner that impacts any Well Verification issued by the Agency.

7. No Waiver. Any failure, actual or alleged, on the part of the GSA Parties to monitor or enforce compliance with any of the requirements or provisions of this Agreement shall not be deemed as a waiver of any rights on the part of the GSA Parties.

8. Authority. Each person signing this Agreement represents and warrants that such person has the power, is duly authorized, and has the capacity to enter into this Agreement and that this Agreement is a valid and legal agreement binding on the Applicant and enforceable in accordance with its terms.

9. California Law. This Agreement is governed by the laws of the State of California. Any litigation regarding this Agreement or its contents must be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.


10. Severability. If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

11. Complete Agreement. This Agreement shall constitute the complete understanding of the parties with respect to the matters set forth herein. No party is relying on any other representation, oral or written.

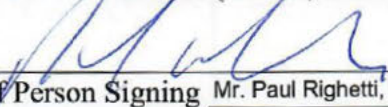
12. Counterparts. This Agreement may be signed in counterparts and must be signed by all Applicant(s).

The Applicant and Agency agree to be bound by the terms of this Agreement as of the last date signed below.


APPLICANT:

Signed 
Name of Person Signing Rick Hoffman, Hydrogeologist
Title: Owners Hydrologic Consultant
Date: August 11, 2023

APPLICANT - OWNER (Owner, if different than Applicant):

Signed 
Name of Person Signing Mr. Paul Righetti, Property Owner
Title: Owner, Righetti Ranch Property, LLC
Date: August 11, 2023

AGENCY

Signed 
Name of Person Signing Stephanie Bertoux
Title: SABGSA Executive Director
Date: January 8, 2024

October 26, 2023

FILE:GR23Oct:RighettiSAB GSACover

**San Antonio Basin Groundwater Sustainability Agency
Post Office Box 196
Solvang, California 93464**

Attn: Ms. Stephanie Bertoux, Executive Director

**Re: GSA Well Verification Application, Supporting Documents & Payment
Proposed New Small Production Water Well Project – Righetti Well #3
Righetti Ranch Property
7476 Graciosa Road, Santa Maria, California 93455
APN 101-020-080**

Dear Ms. Bertoux:

Please find enclosed payment to the San Antonio Basin Groundwater Sustainability Agency (SAB GSA) in the amount of \$987.50 as an initial deposit for processing of a Well Verification request form for a new small (8”) diameter water well to be located on the above described property located south of Orcutt, California and owned by the Righetti Family Trust. I have included a copy of the **Well Verification Request Form, Fee and Deposit Agreement**, and a copy of the conditionally approved **Santa Barbara County, Environmental Health Care Services, Water Well Drilling Permit Application (SBC EHS EH-LUA-23-000205)** dated September 12, 2023 for your review. There is a copy of my **Well Interference and Ground Subsidence Analysis Report** within the SBC EHS Well Permit Application package.

In summary, domestic use water for the Righetti Ranch property is provided from the Righetti Well #2 that was drilled under my supervision in 1984. The Righetti Well #2 is 345’ deep and is pumped at a flow rate of ±30 to 40 gpm. This well is located along the northern edge of the San Antonio Creek Groundwater Basin and hence the relatively low well yields. This well was meant to supplement the water demand for the property that had been previously provided from the old Righetti Well #1 also located on the same parcel. The Old Well #1 was later abandoned due to poor production and sanding problems. The location of these two wells and the proposed new well are graphically shown on the attached WELL LOCATION MAP included in the Appendix of this summary report.

No new domestic or agricultural water demand is proposed for the Righetti property at this time. The new well is only meant to support the existing multi-generation cattle operations. Water for the cattle operations is currently provided from a well operated by Pacific Coast Energy (Oil) Company. This well is located in the Santa Maria Valley Groundwater Basin and delivered to the Righetti Ranch property via a several mile long pipeline. The cost and reliability of this out of Basin cattle (non-domestic) water supply is tenuous and unreliable because of the poor condition of the aging, several mile long pipeline in combination with the economic and regulatory viability of the oil industry in the greater Santa Maria area. The Righetti family therefore wishes to provide their own, on-site water supply for their existing long term cattle operations that is also separate from the domestic supply. I have therefore recommended drilling a new small diameter well near the southern edge of the property that would be used exclusively for their cattle operations so as to reduce the risk of cross contamination with the domestic supply.

**SAB GSA Well Verification Application; Righetti Ranch Well Project, 7476 Graciosa Rd., Orcutt, CA
October 26, 2023**

As outlined within the SBC EHS Application Summary Report, I have estimated that a cattle operation well will use a maximum of approximately 22.4 acre feet per year (afy) of water from the proposed new well within the San Antonio Creek Groundwater Basin during a typical year. Mr. Righetti indicates that the Righetti Ranch property has an average herd size of 400 cattle that have an average water requirement of ± 40 to 50 gallons per day for 365 days per year ($400 \times 50 \times 365 = 7,300,000$ gallons/ $325,851$ gal/acre foot = 22.4 afy). This figure is used to estimate the average annual total groundwater to be pumped from the proposed Righetti Well #3. Well interference impacts upon the only nearby well (the Righetti Well #2 located $\pm 450'$ west-southwest of the proposed Righetti Well #3) and the potential for land subsidence in the area are considered negligible caused by pumping from the proposed new well (see September 6, 2023 Hoffman Summary Report contained within the SBC EHS Well Permit Application package).

The proposed Righetti Well #3 is located near the northwest edge of the San Antonio Groundwater Basin. Review of data from the nearby SAB GSA **Monitoring Well #34P1** shows that this portion of the Basin is in relative balance in terms of water level change through long periods of time (see attached **MW #34P1**). In fact, recent (September 12-13, 2023) measurements show that water levels are currently slowly rising in a response to this past winter (2022-23) heavy rainfall season. It is noteworthy that the MW #34P1 hydrograph does not show the past 2 years of static water level (SWL) data, although it is reported within the recent GSA database (see San Antonio Creek Valley Groundwater Basin Quarterly Groundwater Level Monitoring – Third Quarter 2023 Report, dated September 19, 2023). As described within the San Antonio Basin **Groundwater Sustainability Plan** (GSP) adopted on December 16, 2021, the SAB GSA has defined both “**measurable objective**” and a “**minimum threshold**” Sustainable Management Criteria goals. It is important to note that the current SWL for MW #34P1 is currently at an elevation of 387.31’, slightly above the measurable objective of 386’ and $\pm 26'$ above the minimum threshold of 361’ as defined by the GSA. Review of the MW #4P1 hydrograph also shows that current (2023) water levels are at approximately the same elevation as reported over 30 years ago (1991) that was near the end of a severe and prolonged drought cycle. Based on my 40+ years of hydrologic experience in this portion of the Basin, this area is underlain by broad areas of Careaga Formation sand at the surface that allows for reasonable rates of infiltration of surface water and recharge during periods of good rainfall.

Under Section 4 of Resolution 22-001, the SAB GSA cannot issue a Well Verification document for a new well or alteration of an existing well until State of California Executive Order N-7-22 and SB County Urgency Ordinance #5158 are lifted. There is, however, provisions within Resolution 22-001 that allow for Well Verification for a **Replacement Well (Section 4b)** and/or **Hardship Exemptions (Section 5)**. The Righetti Family Ranch therefore requests that the GSA consider that issuance of a Well Verification document for the proposed Righetti Well #3 under these two Sections of SAB GSA Resolution #22-001. The request is based on the following summary criteria:

- The proposed Righetti Well #3 will be no larger than 8” in diameter and will produce at an estimated flow rate of 30 to 40 gpm. A well of this size and production capacity is not adequate for a large agricultural operation.

**SAB GSA Well Verification Application; Righetti Ranch Well Project, 7476 Graciosa Rd., Orcutt, CA
October 26, 2023**

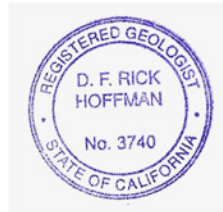
- Water use from the new well will be for an existing multi-generational cattle operation. The existing cattle operation supply is from an out of basin well source, run by an oil industry operator, using a lengthy (several mile long) antiquated pipeline system that may not be reliable in the future.
- No new agricultural or increased water use from this new well is proposed at this time.
- There is a strong need for a secondary “replacement” and separate backup well water supply on property of this size with multiple residential units. IF the existing Righetti Well #2 were to fail, the entire property including residential units would be out of water for a considerable amount of time.
- This second, “stand alone” cattle operations well will also reduce the risk of cross contamination between the cattle operations and the domestic supply if there were only one well on the property.

I trust this summary report and two graphics included below will aid you in processing our request for a Well Verification document for the proposed Righetti Well #3. If you have any questions regarding this project, please feel free to contact me.

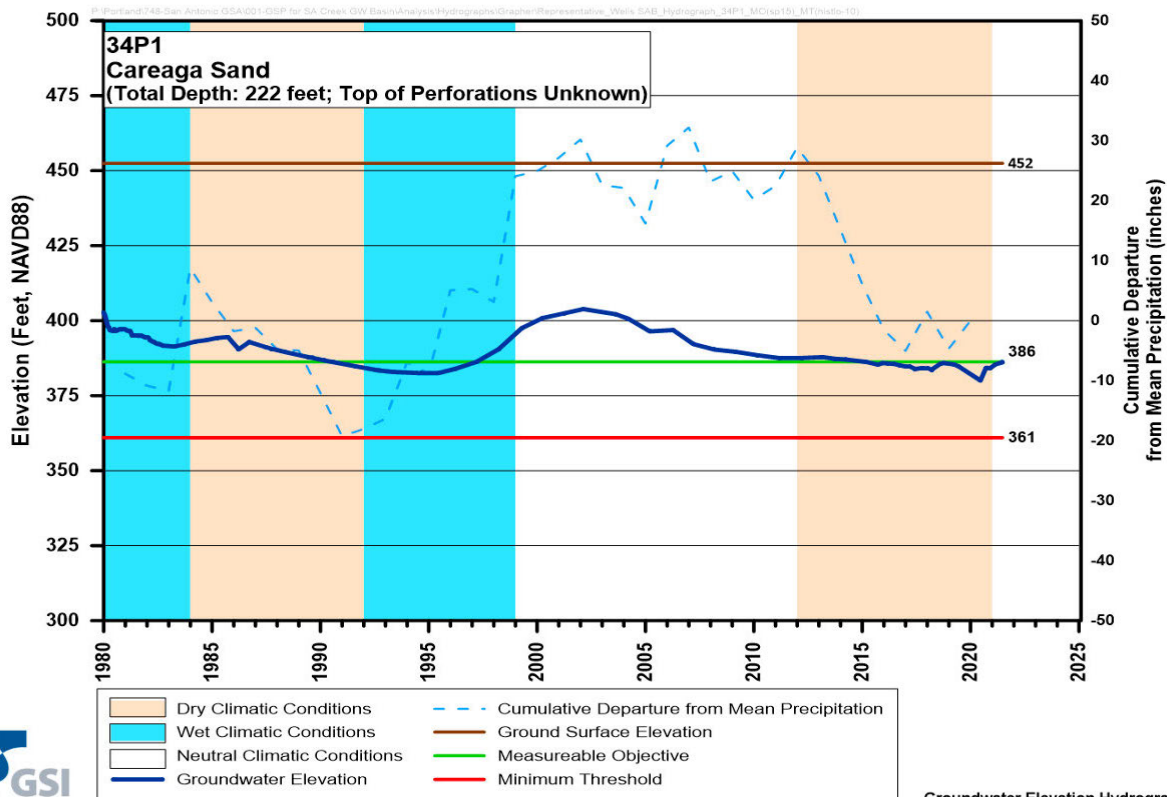
Sincerely,

Rick Hoffman

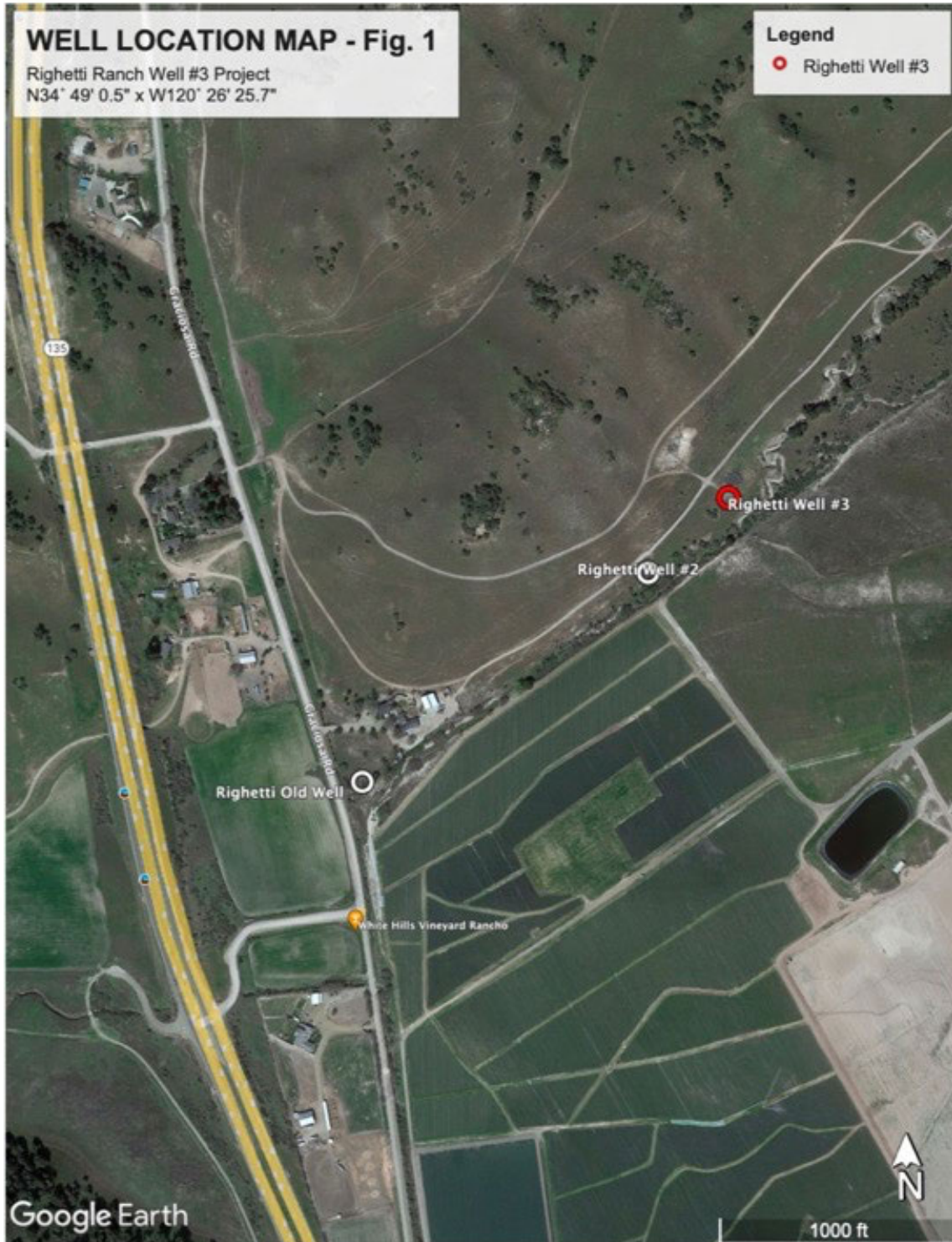
Mr. Rick Hoffman
 Certified Engineering Geologist & Hydrogeologist
 State of California RG #3740 EG #1135 HG #448
 enclosure: Check for \$975.00 for payment toward the Righetti Well #3



SAB GSA MW WELL 34P1 HYDROGRAPH



RIGHETTI WELL #3 LOCATION MAP



Righetti Ranch Properties
7476 Graciosa Road
Santa Maria CA 93455

December 11, 2023

Ms. Stephanie Bertoux
San Antonio Basin Groundwater Sustainability Agency
Post Office Box 196
Solvang CA 93464

RE: Righetti Ranch Properties, APN #101-020-080

Dear Ms. Bertoux:

We are seeking a drilling permit for a new well within the San Antonio basin for our family ranch. A new well is necessary as a backup for the single domestic well that currently serves our five family homes as well as providing water for our existing livestock operation.

Currently our livestock water is purchased from an adjacent oil field, which has become problematic. The cost of the water has become very expensive yet the system is not reliable. The pipelines are very old and are several miles long from the source to our locations. These old lines make the system routinely unreliable, which is a hardship for our livestock.

We aren't seeking a large well and would be blessed to have 50 gpm but more than likely it will be closer to 30 gpm.

I thank you in advance for your consideration of this request.

Sincerely yours,

Paul T. Righetti
Righetti Ranch Properties

WATER WELL PERMIT APPLICATION (EHS 46-1)

Type of Permit (Please check the appropriate box below)

| | | | | |
|-------------------------------------|--------------|--------|--------|---|
| <input checked="" type="checkbox"/> | Construction | \$721* | [4669] | New or Replacement well. |
| <input type="checkbox"/> | Modification | \$721 | [4669] | Includes the deepening of a well, reperforation, sealing or replacement of well casing. |
| <input type="checkbox"/> | Destruction | \$761 | [4668] | Abandonment: The complete filling of a well. |

FOR OFFICE USE ONLY
 Rec'd Date: 9/12/2023
 Rec'd By: Cristina Belu
 WP # EH-LUA-23-000205
 District # 208

* Add \$50 Clerk of the Board CEQA notice Processing Fee, unless well is domestic de minimis or domestic public water system.

Required Attachments:

Plot plan indicating the location of the well with respect to the following items:

- Property lines.
- Drainage pattern of the property.
- Access roads and easements (water, sewer, utility, roadway).
- Existing and/or proposed structures.
- Existing wells within a 1,000-foot radius of the proposed well.
- Animal or fowl enclosure, pens, paddocks, stockyards within a 200-foot radius of proposed well site
- Sewage disposal systems or works carrying or containing sewage or industrial wastes, solid waste systems, petroleum product systems, and hazardous materials within a 200-foot radius of the proposed well.
- All perennial, seasonal, natural, or artificial water bodies or watercourses, including location of 100-year floodplain, if applicable.

Written verification from an applicable Groundwater Sustainability Agency that the proposed new well or alteration of an existing well would not be inconsistent with any sustainable groundwater management program established in a Groundwater Sustainability Plan is required for the following basins, and shall be provided if not exempt:

- Cuyama Valley Carpinteria Montecito San Antonio Creek Valley Santa Ynez River Valley

Applicable to wells within 1,000 feet from an existing well: Hydrogeology and well extraction data including but not limited to transmissivity, storativity, and estimated height of water column in the proposed well, prepared under the direction or supervision of a California Certified Hydrogeologist or California Professional Geologist

Indemnification Agreement executed by the legal owner or person who has a legal possessory interest, whether by lease easement or other legal claim, of the property on which the well is to be constructed, modified or repaired, inactivated or destroyed.

OWNER Info:

Well Owner Name (Required): Righetti Ranch Property LLC Primary Phone ([REDACTED])
 Owner Mailing Address: 7476 Grasirosa Road, Santa Maria, CA 93455
Street Number and Name City State/ Zip Code

Complete this section if the person coordinating the project is other than the Well Owner (e.g., driller, contractor).
 Project Coordinator/Certified Professional Name: Mr. Rick Hoffman, Hydrogeologist
 Mailing Address: 1149 Palomino Road, Santa Barbara, CA 93105
Street Number and Name City State / Zip Code
 Primary Phone: (805) 569-1911 Email: rickhoffman1@cox.net

WELL Location Info:

Well Location Address: 7476 Grasirosa Road, Santa Maria, CA 93455
Street Number and Name City State / Zip Code
 Cross Street (or other information defining the Well location) if applicable: ±2,000' east of driveway entrance (see Well Loca
 Assessor's Parcel Number (APN): 1 0 1 - 0 2 0 - 0 8 0
 Latitude: N34° 49' 0.5" Longitude: W120° 26' 25.7" Elevation: ±508'

Casing Information

| | |
|--|--|
| Proposed Depth <u>±360'</u> ft. Well Bore Diam. <u>15"</u> in. Sealing Material (Check) <input type="checkbox"/> Neat Cement <input type="checkbox"/> Clay <input checked="" type="checkbox"/> Cement Grout <input type="checkbox"/> Concrete Conductor Casing Provide details under additional work | Type: <input type="checkbox"/> Steel <input checked="" type="checkbox"/> PVC <input type="checkbox"/> Other Wall / Gauge <u>SDR 21</u> in. Diameter <u>8"</u> in. Annular Seal Depth <u>50</u> ft. Estimated Depth to First Perforations <u>±200'</u> Length of Perforations <u>±160'</u> Additional Work Description: _____ _____ _____ Note: A minimum 50 ft. annular seal is required for all wells. |
|--|--|

Proposed Well Details

Project Details:

Modification: Deepening Sealing of well casing Reperforation Replacement of well casing

Replacement: *(Existing well shall be destroyed within 90 days of completion under permit. Replacement well shall be of equal or less production capacity of existing well as originally permitted or constructed)*

1. Is the existing well dry: No Yes
2. Attach permit, completion report, or other documentation of existing wells construction/capacity
3. Application for the Destruction of the existing well shall be submitted concurrently with this application.

Intended Use:

Irrigation Cathodic Protection Domestic – Single Parcel Domestic – Multi-Parcel
 State Small Water System Public Water System

Water System Name: _____

Domestic: Identify domestic connection(s) to be served on the plot plan or other documentation, a separate water system permit shall be required upon construction and prior to providing domestic water. Easements or other legal documentation shall be provided for wells to serve 2 or more parcels.

Anticipated Production:

Anticipated/approximate water production (acre feet per year): ±22.4 acre feet
Anticipated average runtime/use of the well per day: ±8.3 hours
Anticipated source yield/pump capacity: ±30-40 gallons per minute (gpm)
Estimated height of water column: ±200 feet

Intended Water Use:

Is parcel located within the service area of a public water system? No Yes (Identify): _____
1. If you answered **Yes** to question A.: Are you connected to the Public Water System No Yes
2. If you answered **No** to the question A-1.: Is public water service available? No Yes
Do you intend to export any water off of the property? No Yes
What other water sources are available on the property? Public Private None

Site Information:

Are there other wells located within 1,000 feet? No Yes If yes, how many? 1 (on property)
Are there other wells on the property? No Yes If yes, how many? 1
What is the parcel size of the proposed well location? ±640 acres
What is the Property Zoning Designation?
 AG-I AG II Residential Commercial Industrial Recreational
Is the proposed well location within the Coastal Zone? No Yes

Ground Water Basin:

Not within a Basin Foothill Goleta Santa Barbara Santa Maria River Valley
 Cuyama Valley Carpinteria Montecito San Antonio Creek Valley Santa Ynez River Valley

LEGAL DECLARATION

LICENSED CONTRACTOR DECLARATION

I hereby affirm that I am licensed under the provisions of Chapter 9 (commencing with Sec. 7000), Division 3 of the Business and Professions Code (B&PC) as a well drilling contractor (C-57 license) and such license is in full force and effect.

Filippini & Thompson Drilling Co. _____ Sept. 6, 2023
Print Name of Driller Signature of Driller Date

Lic. No.: C57-432680 Primary Telephone 805-466-1271 Other Phone: (Greg) 805-610-33

Business Name: Filippini & Thompson Drilling Co. Address P.O. Box 845, Atascadero, CA 93423

(Complete A or B)

A. WORKERS' COMPENSATION DECLARATION

I hereby affirm that (check the applicable box):

- I have and will maintain a certificate of consent to self-insure for workers' compensation, as provided for by Section 3700 of the Labor Code, for the performance of the work for which this permit is issued.
- I have and will maintain workers' compensation insurance, as provided for by Section 3700 of the Labor Code, for the performance of work for which this permit is issued. My insurance carrier and policy number are:

Carrier _____ Policy No. _____

Applicant Signature _____ Date _____

B. CERTIFICATION OF EXEMPTION FROM WORKERS' COMPENSATION INSURANCE

I certify that in the performance of work for which this permit is issued, I shall not employ any person in a manner so as to become subject to the Workers' Compensation Laws of California.

Applicant Signature _____ Date _____

Notice to Applicant: If, after making this Certificate of Exemption, you should become subject to the Workers' Compensation provisions of the Labor Code, you must forthwith comply with such provisions or this permit shall be deemed revoked.

When signed by the Environmental Health Specialist, this application shall be deemed a permit only for the work described and is not a "permit for development" as that term is used in the California Subdivision Map Act. Please note additional permits (e.g., electrical installation, waste discharge requirements, land use clearance, grading) may also be required from other agencies. THIS PERMIT SHALL EXPIRE upon completion of the task authorized or one year from date of issuance, whichever occurs first. No changes from the approved plan are permitted without prior written approval by Environmental Health Services. Final clearance will not be issued until all fees are paid and a copy of the drillers log is submitted to Environmental Health Services.

I hereby agree to comply with all regulations of the County of Santa Barbara pertaining to well construction, repair, modification, destruction and inactivation and the executed Indemnification Agreement submitted concurrently herewith. The property owner, well driller, or agent will furnish Environmental Health Services a copy of a completed well log upon completion of well construction.

I certify that I have read this application and declare under penalty of perjury that the information contained herein and on the Plot Plan is true, correct and complete. I hereby authorize representatives of Environmental Health Services to enter the premises for the purpose of inspecting the site and work described herein for compliance with county requirements.

REQUIRED INSPECTIONS / FINAL CLEARANCE: After permit approval, and prior to covering any components, an inspection must be scheduled directly with the approving Environmental Health Specialist at least two (2) business days in advance for:

- ✓ The sealing of the annular space on a well;
- ✓ The destruction of wells;
- ✓ Any operation stipulated on the permit to address special or unusual conditions.
- ✓ Receipt of driller's well log.

Signed Mr. Paul Righetti
Applicant (Print Name)


Applicant's Signature

Sept. 6, 2023
Date

FOR DEPARTMENT USE ONLY

Fixed Fee Rec'd: by: _____ Date: Sept. 6, 20 Amt: \$ _____ Credit Card Trans No: _____ (last 4 digits)

Check No. _____ Receipt No. _____

GSA Findings:

The proposed well is in high or medium priority basin: No Yes
For wells located within a high or medium priority basin, the Groundwater Sustainability Agency (GSA) has has not
issued written verification that the well is consistent with any sustainable groundwater management program established in
any Groundwater Sustainability Plan, or
The well subject to this permit application is exempt from this requirement. No Yes
For wells located within a high or medium priority basin, GSA notification date: _____ & response date: _____

EHS Findings:

Extraction of groundwater is not likely to interfere with the production and functioning of existing nearby wells. No Yes
Extraction of groundwater is not likely to cause subsidence that would adversely impact or damage nearby infrastructure. No Yes
The well subject to this permit application is exempt from these findings. No Yes

For Replacement Wells:

Proposed well of equal or less production capacity of existing well as originally permitted or constructed No Yes
Application to destroy existing well submitted concurrently No Yes

APPLICATION DISPOSITION: Approved Denied

Signed _____ **Environmental Health Specialist** _____ **Date** _____

Permit Conditions: _____

Final Construction Approved by: _____ Date: _____
Final Clearance by: _____ Date: Sept. 6, 2023

Copy Required at Assessor's Office Copy Required at Water District Office

Well Permit Application Plot Plan

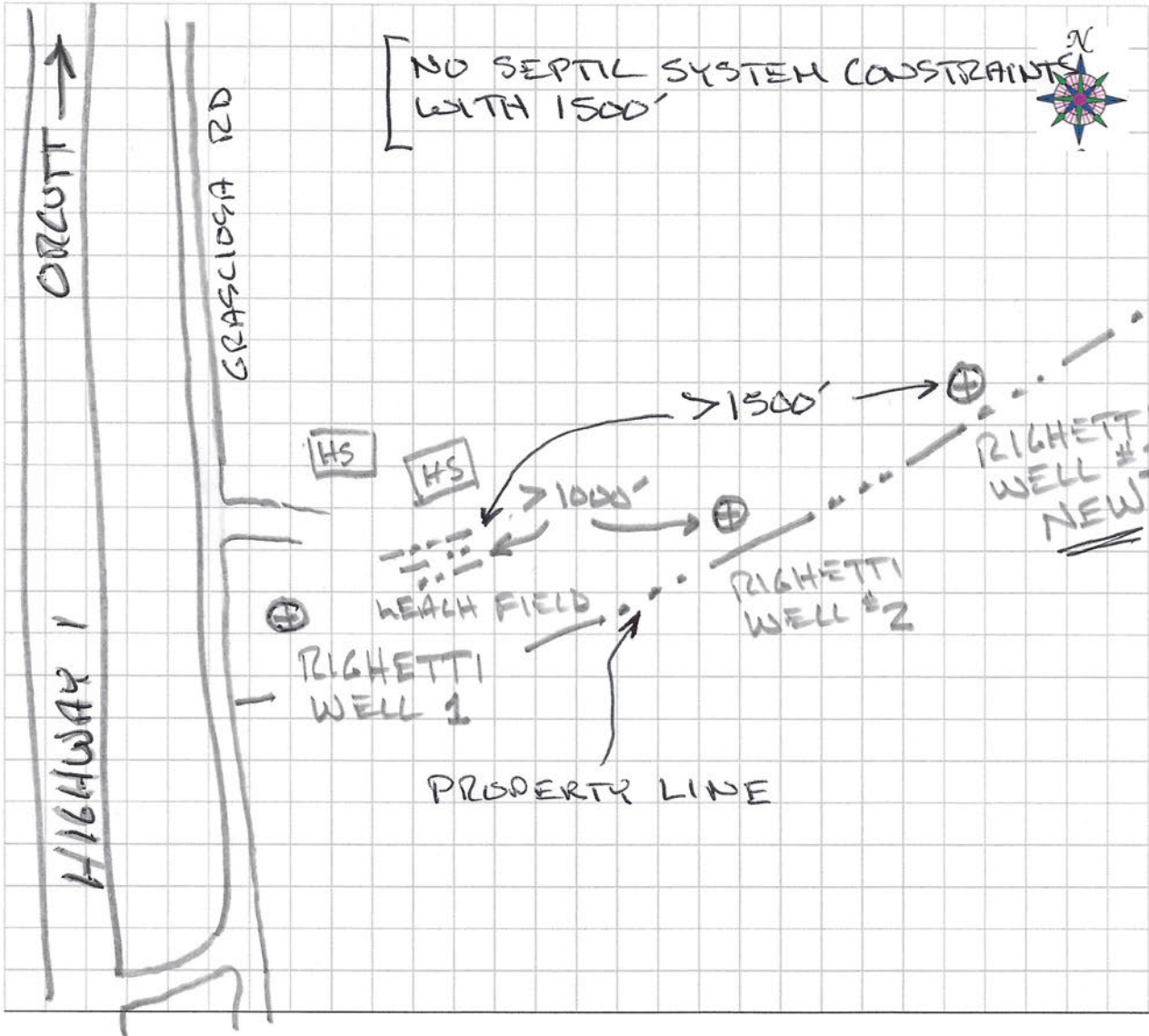
(Scale 1/4" Block = 20 ft.)

Permit #: _____

APN: 101-020-080

Indicate below the exact location of the proposed well with respect to the following items within 200 ft. of the proposed well: property lines, access roads and easements; existing/proposed structures (surface and subsurface); existing/proposed industrial, hazardous, solid waste systems, works or tanks; petroleum product system works or tanks; animal enclosures and/or animal waste storage areas; agricultural operations; watercourses, 100-yr. flood plain and drainage patterns of the property; and well site elevations. Show the actual distance between the proposed well and these items.

Please note all existing wells within 1,000 feet



Dept. Use Only: Site Reviewed By: _____ Date: Sept. 6, 2023

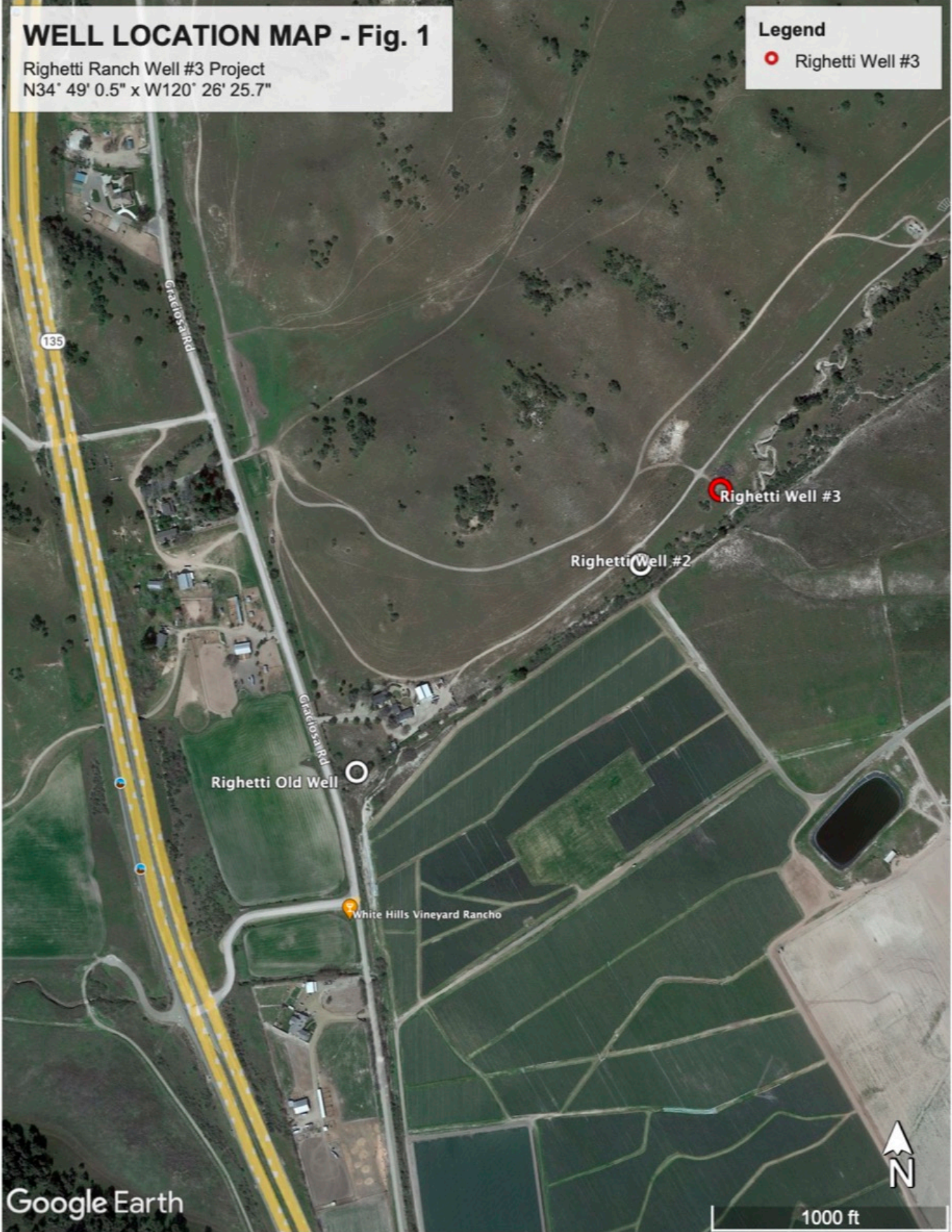
- | | |
|---|--|
| <input type="checkbox"/> Sewer (Sanitary, Storm or Bldg.) – 50 ft. <input type="checkbox"/> Septic Tanks and / or Leachlines – 100 ft. (include 100% expansion area) <input type="checkbox"/> Seepage Pit / Drywell – 150 ft. (include 100% expansion area) | <input type="checkbox"/> Water Bodies / Courses – 50 ft. <input type="checkbox"/> Underground Petroleum Product Storage Tanks – 100 ft <input type="checkbox"/> Other: _____ _____ _____ |
|---|--|

WELL LOCATION MAP - Fig. 1

Righetti Ranch Well #3 Project
N34° 49' 0.5" x W120° 26' 25.7"

Legend

-  Righetti Well #3



September 6, 2023

FILE:GR23Sept:SBPermitRighetti#3

Santa Barbara County
Environmental Health Services
225 Camino del Remedio
Santa Barbara, California 93110

Attn: Mr. Jason Johnston, Environmental Health Specialist

Re: *Water Well Drilling Permit Application package and*
Well Interference Analysis
Proposed Righetti Well #3 Project
7476 Graciosa Road
Santa Maria, California 93455
APN 101-020-080

.....

Dear Mr. Johnston:

INTRODUCTION

I am herewith re-submitting my ***Water Well Drilling Permit Application*** and a ***Well Location Map*** for a new water well to be drilled on the Righetti Ranch property located on the east side of Graciosa Road, several miles south of Orcutt, California. The permit application and well location are essentially the same as that submitted and approved by your office on November 19, 2021 (WP# 0005056). The test hole was not drilled within the one year time limitation and the original permit has therefore expired.

The existing Righetti Well #2 was completed to a total depth of 345' under my design and testing supervision in 1984. This well was drilled to replace the original Righetti Well #1 that was located near the southwest corner of the parcel. The Righetti Well #1 was maintained as a backup well for many years but was later abandoned due to lack of use and eventual pump failure. Based on recent discussions with members of the Righetti family, the Righetti Well #2 has been pumped mainly as a domestic and landscape irrigation source since its completion (39 years ago) at an approximate maximum flow rate of 30 to 40 gpm. This flow rate figure is consistent with that recommended in my original Well Completion Report prepared for Mr. Righetti on August 15, 1984. The Righetti Well #2 will continue to be used as a domestic and landscape irrigation source for the existing six residential structures located on the subject parcel and other adjacent parcels owned by the Righetti family. Exact past water use from the Righetti Well #2 is not known because the well is not metered. I have estimated historic use from the well by applying a water duty factor ± 1.5 to 2.0 acre feet per year (afy) to the six "small ranchette" type structures on the Righetti properties. This implies that the six single family residences (including landscape irrigation) have historically used approximately 9 to 12 acre feet per year (afy).

The proposed new Righetti Well #3 is located approximately 450' east-northeast of the Righetti Well #2 and is expected to have a similar maximum yield of ± 30 to 40 gpm. The new Righetti Well #3 will be used to provide a permanent water source for the existing cattle operations on the primary 643.8 acre parcel where the well will be drilled (APN 101-020-080) and 3 other adjacent parcels owned by the Righetti family. Water for the multi-generally cattle operation on the greater Righetti Ranch property holdings has been provided

by an offsite well water supply operated by Pacific Coast Energy Company that is being piped into the Righetti Ranch from several miles away to the north. The cost and reliability of this pipeline supply of non-domestic water is becoming tenuous because of the decline in the oil industry in the greater Santa Maria area. The Righetti family therefore wishes to provide their own, on-site water supply for their long term cattle operations that is separate from the domestic supply. The cattle operation "head count" on the Ranch typically varies from year to year depending on grazing conditions, weather, and other economic parameters. The average head count is from 100 to 400 cattle with an applied water duty factor of 40-50 gallons per day, per head. This is equivalent to an annual water requirement for the cattle operation of upwards of 22.4 afy (50 gpm x 400 head x 365 days per year). The combined water demand for the Righetti Ranch properties is therefore estimated to be approximately 32.4 afy.

I have advised Mr. Righetti that being reliant on a one well water system for a property of this size with six residences and a large scale cattle operation has significant risk associated with well or pump failure. The new Righetti Well #3 will be used primarily for the cattle operations. The well will also be used as a backup domestic water supply for the residential structures in case the older Righetti Well #2 deteriorates or there is a pump system failure. If the 39 year old Righetti Well #2 were to fail, new well construction would take at least several months to complete. A submersible pump failure can take several weeks or more to provide a replacement. Cross contamination between the cattle operations and the domestic supply is also a risk in terms of bacteriologic purity within a one well water system. Construction of a second well on a property of this size is therefore strongly recommended. ***It is noteworthy that there is no new development or increase in water demand for the Righetti Ranch property proposed by the construction of this secondary backup water well.***

LOCAL GEOLOGIC CONDITIONS

This portion of the Righetti Ranch property is located near the northern edge of the San Antonio Creek Groundwater Basin. The proposed new Righetti Well #3 will be drilled into weakly consolidated strata identified as the Paso Robles and Careaga Formations. The well will be approximately 340' to 360' deep and completed using 8" diameter PVC casing based on my preliminary understanding of the local geologic and hydrologic conditions. It is possible that the well may be slightly ($\pm 20'$) deeper than 360', depending on the stratigraphic conditions encountered during drilling. There are no known septic system or other setback constraints within 1,000' of the proposed well site. We plan on placing a 50' minimum sanitary seal around upper portions of the casing string to meet SB County standards for protection against potential contamination sources such as animal waste.

I have provided an electronic copy of the SB County, Water Well Permit Application for your review and tentative approval. I will mail a paper copy of the SBC Permit Application along with payment to your Santa Maria office within in the next few days. I have also sent a copy of this Permit to Mr. Righetti and the drilling contractor (Filipponi & Thompson Drilling of Atascadero, California) so that they can provide you with required signatures and insurance information. I will be also submitting the Well Verification documentation

to the San Antonio Creek Basin Groundwater Sustainability Agency (SACB GSA) for their review. The Well Verification request will be submitted under the rules outlined in section 4b and 4d of the Resolution No. 22-001 of the SACB GSA (Replacement Well) for the Righetti Well #1 that was previously abandoned.

I would be pleased to meet with you on the property at your convenience to inspect the well site, if required. If you are able to provide preliminary (conditional) approval of the Well Permit Application without a site inspection, please let me know. I also plan on being present for the placement of the required sanitary seal during completion of the new well. I would be pleased to provide you with a written Well Seal Inspection Letter and supportive photographs, if you wish.

WELL INTERFERENCE

As outlined within the Well Permit Application, an analysis on potential Well Interference Impacts needs to be conducted as part of this submittal if there are other wells within 1,000' of the proposed new well (SB County Ordinance 5158, Section 34A-23a-4 & -7. The existing (on-site) Righetti Well #2 is located $\pm 450'$ south-southwest of the proposed new Righetti Well #3. There are no other known wells on the subject parcel or within 1,000' on the neighboring parcel to the south.

The San Antonio Creek Groundwater Basin (SACG) has been designated a **medium priority** Basin by the State of California. Well drilling within the Basin is now regulated under rules and conditions imposed by the SACB Groundwater Sustainability Agency (GSA). The initial concern regarding permitting and construction of new wells within the Basin is from direct well interference (excess drawdown) impacts on nearby wells during pumping and if there is the potential for ground subsidence due to pumping from the Basin.

I have drilled over 800 wells in the greater Santa Barbara County area over my 40 year career. Many of these wells are located in the Santa Ynez and San Antonio Creek Valley areas. I have completed and tested numerous moderate to deep wells in the western portion of the San Antonio Creek Valley. I have analyzed the theoretical amount of well interference on nearby wells based on use of the widely used non-equilibrium well equation developed by Theis. Application of this equation requires several input parameters in order to generate a distance-drawdown curve for a particular well site within the local aquifer. Well production in this area is variable with typical flow rates in the several tens of gpm (as exhibited on the Righetti Ranch property) to over 1,000 gpm in the thicker portions of the Basin toward the south. Expected well yield from the new Righetti Well #3 is estimated to be in the 30 to 40 gpm range because of the relatively thin stratigraphic thickness of the Basin in this area. The total depth of the completed well is estimated to be less than 360'. The top of the water table is estimated to be located at a depth of approximately 160' ($\pm 20'$) below local ground surface based on review of on-site and nearby well data. The net saturated thickness of the aquifer is therefore estimated to be $\pm 200'$. It is noteworthy that review of long term static water level data from the Righetti Well #2 indicates that the local water table has remained relatively steady (within $\pm 20'$) for nearly 40 years. Review of a nearby SCGB GSA Monitoring Well (34P1) shows that water table conditions in the vicinity of the Righetti Ranch area have actually risen a few feet in recent years.

**Water Well Drilling Permit Applications: Righetti Ranch Well #3 Project, Santa Maria, California
September 6, 2023**

As outlined above, the domestic and cattle operation historic water use on the Righetti Ranch properties is estimated to be a combined demand of approximately 32.4 afy on a typical year. Because the proposed Righetti Well #3 is intended to be used mainly for the existing cattle operations and only used as a standby well for the domestic needs of the property, the estimated annual yield from this new well is ± 22.4 afy. I have therefore generated the main input parameters used for the well interference evaluation as follows:

Estimated Operational Flow Rate: ± 40 gpm (data from nearby Righetti Well #2)
Transmissivity: 4,525 gpd/ft. of available aquifer; (from actual test pump data on Righetti Well #2)
Storativity: 0.01 (unitless figure); from SCGB GSA Report, Page 3-17 for Careaga Formation)
Pumping Time: 217 minutes per day (0.151 day) (see Note below for how this figure is calculated)

I used a total annual production figure of 22.4 acre feet from Righetti Well #2 for cattle operations
22.4 acre feet = $22.4 \times 325,851$ gallons/ac-ft = $\pm 7,299,062$ gallons per year
12 month water demand season: $7,299,062/12 = \pm 608,255$ gallons per month (average)
Daily average water use estimate: $608,255 \text{ gal}/30.4 \text{ days/month} = \pm 20,000 \text{ gal/day}$ (average)
Minutes/hours per day of use: $20,000 \text{ gpd}/40 \text{ gpm} = \pm 500 \text{ min/day}$, equivalent to ± 0.35 days of operation
(see attached excel spread sheet calculations)

I used the above listed input parameters to generate distance-drawdown relationship information following standard Theis equation calculations. I have summarized these calculations on **TABLE 1** and **GRAPH 1** to visually show the how the cone of depression expands outward away from the proposed Righetti Well #3 during normal pumping cycles. The nearest existing well (Righetti Well #2), is located $\pm 450'$ to the west-southwest from the proposed Righetti Well #3. Both wells are located on the same property (APN 101-020-080) and controlled and operated by the Righetti family.

In summary, there will be less than 2" of direct well interference upon a theoretical well located at a distance of 1,000' while pumping at a flow rate of 40 gpm for 500 minutes (typical daily water use). This interference calculation is based on a "practical operational pumping scenario" (daily water demand using a 40 gpm pump) for a well that supplies water to a cattle operation storage and pipeline system. The nearest well to the proposed new well is the Righetti Well #2 located at a distance of $\pm 450'$. There will be theoretical interference of $\pm 1.09'$ after 500 minutes of pumping at 40 gpm. This figure is well below the "not likely to interfere" guideline as defined in Sec. 34A-23a-(7) SB County defines "not likely to interfere" based on "average annual yield **AND** peak pumping capacity" operation of a well over an entire one year period. This is a poorly defined term as you should use either the average annual yield **OR** the peak pumping capacity, but not both. If you use the peak pumping capacity over an entire one year period, you will far exceed the average annual water demand for the project and your calculations are therefore not realistic. I conducted an interference using continuous operation from the well to produce 22.4 acre feet. This is equivalent to continuous use from the well at a sustained flow rate of 13.8 gpm. This interference simulation would generate nearby well impacts of 2.73' at 450' (at the Righetti Well #2) and 2.17' at a distance of 1,000'. These figure are below the 5' of "not likely to interfere" threshold as defined in Sec 34A-23a-(7). It is important to understand that the nearest well is owned and operated by the same family and would therefore allow for good management practices such as alternating pumping cycles if interference impacts were to become a long term issue.

LAND SUBSIDENCE

The proposed new well will withdraw groundwater from the underlying Paso Robles and Careaga Formations. The top of the water table in this area is estimated to be located at a depth of approximately 160' below local ground surface. In order to provided data to meet the requirements of SB County Ordinance 5158, Sec. 34A-23a-6, I have reviewed data within the San Antonio Creek Valley GSA 2022 Annual Report (Pg. 48 & Figure 8).

The San Antonio Creek Valley GSA has documented land subsidence conditions in this part of the area using data from the UNAVCO CGPS Station located near Los Alamos. Total land subsidence in the most recent time periods was between -0.1' to +0.1', well within the 0.05' per year threshold as defined within the Groundwater Sustainability Plan (GSP). The GSA concluded that this is a relatively broad based and insignificant amount of subsidence and is not a major concern for the Basin in terms of loss of storage or other impacts.

CLOSING

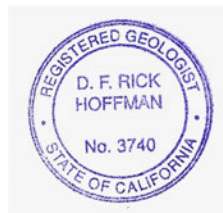
I conclude that modest of pumping from the proposed Righetti Well #3 (22.4 afy) will not exceed the well interference (drawdown) threshold (5' or less after one year) on adjacent wells in the area as defined by SB County Ordinance No. 5158 Sec. 341-23a-(7). The proposed Righetti Well #3 represents a modest increase in annual water use from the San Antonio Creek Groundwater Basin that historically was provided from an off-site piped in groundwater source. The water is to be used for existing cattle operations on the large historic ranch property.

Please give me a call or email to confirm receipt of the Water Well Permit Applications, payment, when you would like to inspect the well site, and/or your approval of the Permit via remote inspection. If you have any questions regarding this Well Permit Application, please feel free to contact me. I look forward to seeing you soon.

Sincerely,



Mr. Rick Hoffman
Certified Engineering Geologist & Hydrogeologist
State of California
RG #3740 EG #1135 HG #448



Enclosures: Well Interference; TABLE 1 & GRAPH 1

cc: Mr. Paul Righetti, Property Owner



County of Santa Barbara Water Well Permit Indemnification Agreement

This Agreement is entered into pursuant to Santa Barbara County Code section 34A-24(b):

1. **Indemnification.** As part of the application for a water well permit (hereinafter collectively "Application"), Mr. Rick Hoffman the applicant for the project ("Applicant") and Mr. Paul Righet the owner(s) of the subject property ("Owner"), if non County-owned property and the Owner is different than the Applicant, agree to indemnify, defend (with counsel reasonably approved by County), and hold harmless Santa Barbara County and its officers, officials, employees and agents (collectively "County") as follows:
 - a. From and against any and all claims, demands, actions, proceedings, lawsuits, losses, damages, judgments and/or liabilities arising out of, related to, or in connection with the Application or to attack, set aside, void, or annul, in whole or in part, an approval of the Application and/or issuance of a water well permit by the County;
 - b. From any and all causes whatsoever, including the acts, errors, or omissions of the Owner(s) and Applicant and his, her, its, and their officers, employees, agents and contractors (hereinafter "Claim"); and
 - c. For any and all costs and expenses (including but not limited to attorneys' fees) incurred by County on account of any Claim except where such indemnification is prohibited by law.
 - d. The indemnification obligation of the Owner(s) and Applicant applies to County's active as well as passive negligence, but does not apply to County's sole negligence or willful misconduct.
2. **Defense.** Owner(s) and Applicant shall permit County, with County's unlimited discretion, to direct and participate in the defense of any Claim, including, but not limited to, use of County Counsel to defend the Claim, but such participation shall not relieve the Owner(s) or Applicant of any obligation imposed by this Agreement.

In the alternative, County shall have the right not to participate in the defense.

In the event of a disagreement between County and the Owner(s) and/or Applicant over litigation issues, County shall have the authority to control the litigation and make litigation decisions, including, but not limited to, the manner in which the defense is conducted.

If County reasonably determines that having common counsel would present such counsel with a conflict of interest, or if the Owner(s) or Applicant fails to promptly assume the defense of the Claim or to promptly employ counsel reasonably satisfactory to County, then County may employ separate counsel to represent or defend County and the Owner(s) and Applicant shall pay the reasonable attorneys' fees and costs of such counsel.
3. **Reimbursement.** To the extent County uses any of its resources to respond to a Claim, the Owner(s) and Applicant shall reimburse the County upon demand. Such resources include, but are not limited to, staff time, court costs, County Counsel time, or any other direct or indirect costs associated with responding to the Claim.

4. **Obligations.** The obligations of the Owner(s) and Applicant under this Agreement shall survive and apply regardless of whether any County approval is invalidated, set aside, expires, or is abandoned for any reason.

This Agreement and the obligations of the Owner(s) and Applicant set forth herein shall remain in full force and effect throughout all stages of litigation including any and all appeals of any lower court decrees, orders, or judgments, and regardless of whether the Owner(s) or Applicant has brought any claim, action, or demand against County.

The Owner(s) and Applicant are solely responsible for compliance with all local, state, and federal laws and for obtaining necessary authorizations, approvals, and/or permits from other local, state, and federal agencies. Any failure of the Owner(s) or Applicant to comply with applicable laws or to obtain necessary authorizations, approvals, and/or permits shall not invalidate this Agreement or excuse the obligations of the Owner(s) or Applicant under this Agreement except where such indemnification is prohibited by law.

5. **Successors and Assigns.** These obligations shall be binding upon each and every successor, assign, and transferee of any interest in the water well permit that is the subject of the Application. The Owner(s) and Applicant shall cause all successors, assigns, and transferees to be so obligated; provided that the Owner(s) and Applicant shall be and remain personally obligated to all of the terms of this Agreement, notwithstanding any attempt to assign, delegate, or otherwise transfer any of the obligations of this Agreement, and notwithstanding a change in ownership or any transfer or conveyance of any interest in the water well permit that is the subject of the Application.

6. **Stipulation, Release, or Settlement.** The Owner(s) and Applicant shall not execute, pay, or perform pursuant to, any stipulation, release, settlement agreement, or other disposition of the matter on such Claim unless the County and the Owner(s) and Applicant have approved the stipulation, release, or settlement agreement in writing, such approval not to be unreasonably withheld.

In no case shall the Owner(s) or Applicant assume, admit, or assert any fault, wrongdoing, or liability on the part of the County as a condition of or as part of any stipulation, release, settlement, or otherwise. The Owner(s) and Applicant shall not assert any defense, claim, or complaint against County on any Claim as a condition of or as part of any stipulation, release, settlement or otherwise.

7. **No Waiver.** Any failure, actual or alleged, on the part of County to monitor or enforce compliance with any of the indemnification requirements will not be deemed as a waiver of any rights on the part of County.

8. **Authority.** Each person signing this Agreement represents and warrants that such person has the power, is duly authorized, and has the capacity to enter into this Agreement and that this Agreement is a valid and legal agreement binding on the Owner(s) and Applicant and enforceable in accordance with its terms.

9. **California Law.** This Agreement is governed by the laws of the State of California. Any litigation regarding this Agreement or its contents must be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

10. **Severability.** If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be

deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

11. **Complete Agreement.** This Agreement shall constitute the complete understanding of the parties with respect to the matters set forth herein. Neither party is relying on any other representation, oral or written.

12. **Counterparts.** This Agreement may be signed in counterparts and must be signed by all Owner(s) and Applicant.

Project:

Project Number: EH-LUA-23-000205

APN(s): 101-020-080

NOW THEREFORE, the Owner(s) and Applicant agree to be bound by the terms of this Indemnification Agreement as demonstrated by their signature(s) below:

APPLICANT:

Signed *Rick F. Hoffman*

Date Sept. 6, 2023

Name of Person Signing Rick Hoffman

Title: Project Hydrogeologist

OWNER (if different from Applicant):

Signed _____

Date _____

Name of Person Signing Mr. Paul Righetti

Title: Property Owner

deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

- 11. **Complete Agreement.** This Agreement shall constitute the complete understanding of the parties with respect to the matters set forth herein. Neither party is relying on any other representation, oral or written.
- 12. **Counterparts.** This Agreement may be signed in counterparts and must be signed by all Owner(s) and Applicant.

Project:

Project Number: EH-LUA-23-000205

APN(s): 101-020-080

NOW THEREFORE, the Owner(s) and Applicant agree to be bound by the terms of this Indemnification Agreement as demonstrated by their signature(s) below:

APPLICANT:

Signed _____

Date Sept. 6, 2023

Name of Person Signing Rick Hoffman

Title: Project Hydrogeologist

OWNER (if different from Applicant):

Signed  _____

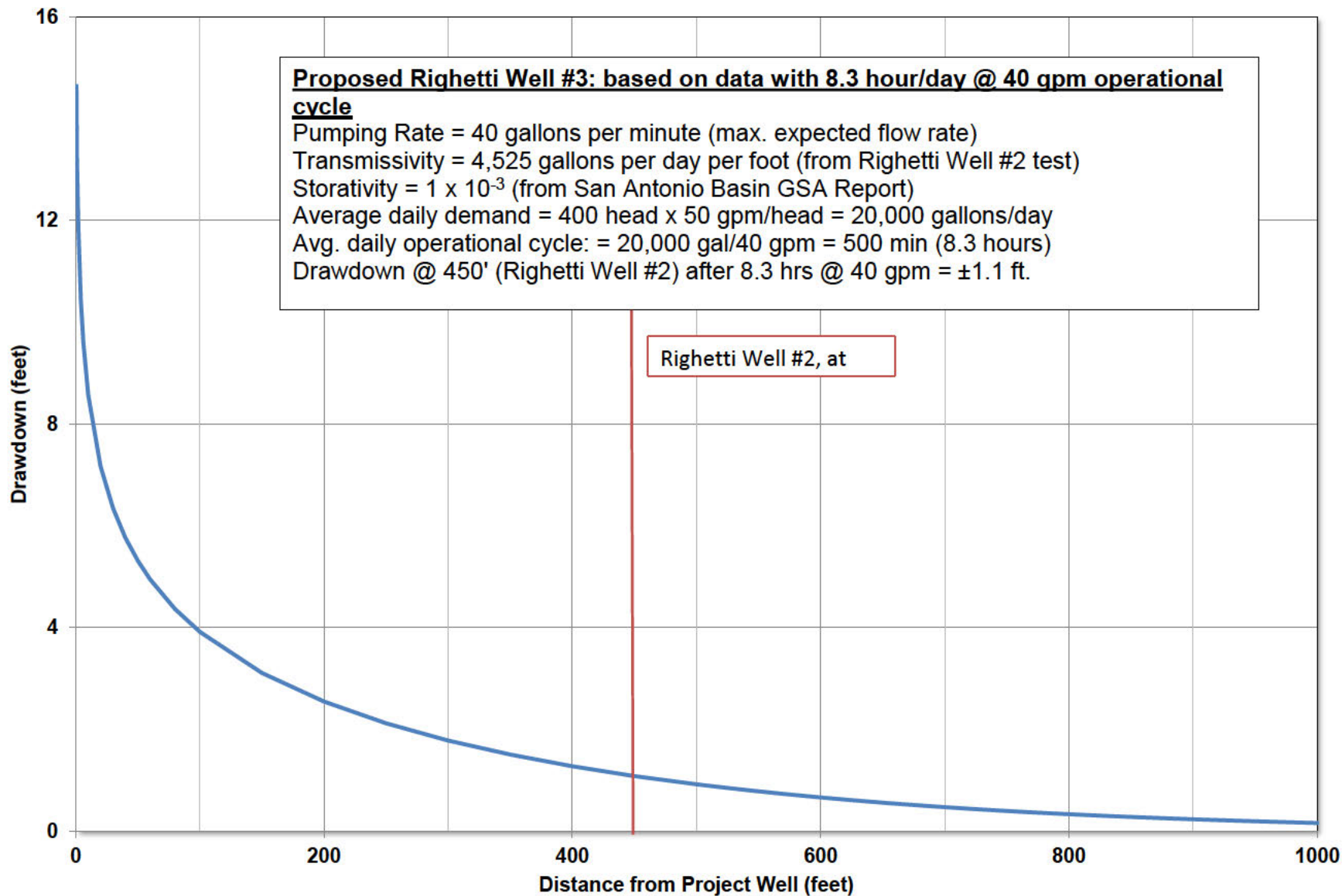
Date 9-6-23

Name of Person Signing Mr. Paul Righetti

Title: Property Owner

GRAPH 1

Righetti Well #3 Project



Rick Hoffman and Associates

1149 Palomino Road, Santa Barbara, CA 93105
TELEPHONE: (O) 805 569-1911 (C) 805-895-2246
EMAIL: rickhoffman1@cox.com

ENGINEERING GEOLOGISTS & HYDROGEOLOGISTS
GROUNDWATER EXPLORATION and ANALYSIS
RG #3740 EG #1135 HG #448

TABLE 1

Righetti Well #3 Project

WELL NAME: Righetti Well #3 Project
Santa Maria, California

| | | | |
|---------------------|-------|-----|--------------|
| Q (Est. GPM) | 40 | | gpm |
| T (Transmissivity) | 4525 | | gpd/ft |
| S (Storativity) | 0.001 | | unitless |
| t (time of pumping) | 0.35 | 500 | days/minutes |

| r (radius in feet) | s (Jacob) | u | W(u) | s (Theis) |
|--------------------|-----------|------|-------|-----------|
| 0.5 | 14.64 | 0.00 | 14.45 | 14.64 |
| 1 | 13.24 | 0.00 | 13.06 | 13.23 |
| 2 | 11.83 | 0.00 | 11.68 | 11.83 |
| 4 | 10.43 | 0.00 | 10.29 | 10.43 |
| 6 | 9.61 | 0.00 | 9.48 | 9.60 |
| 10 | 8.57 | 0.00 | 8.46 | 8.57 |
| 20 | 7.17 | 0.00 | 7.07 | 7.17 |
| 30 | 6.35 | 0.00 | 6.26 | 6.34 |
| 40 | 5.76 | 0.00 | 5.69 | 5.76 |
| 50 | 5.31 | 0.00 | 5.24 | 5.31 |
| 60 | 4.94 | 0.00 | 4.88 | 4.94 |
| 80 | 4.36 | 0.01 | 4.31 | 4.36 |
| 100 | 3.91 | 0.01 | 3.87 | 3.92 |
| 150 | 3.08 | 0.03 | 3.07 | 3.11 |
| 200 | 2.50 | 0.05 | 2.51 | 2.55 |
| 250 | 2.05 | 0.07 | 2.09 | 2.12 |
| 300 | 1.68 | 0.11 | 1.76 | 1.78 |
| 350 | 1.37 | 0.15 | 1.49 | 1.51 |
| 400 | 1.10 | 0.19 | 1.26 | 1.28 |
| 450 | 0.86 | 0.24 | 1.07 | 1.09 |
| 500 | 0.64 | 0.30 | 0.91 | 0.92 |
| 550 | 0.45 | 0.36 | 0.77 | 0.78 |
| 600 | 0.27 | 0.43 | 0.66 | 0.67 |
| 650 | 0.11 | 0.50 | 0.56 | 0.56 |
| 700 | -0.04 | 0.58 | 0.47 | 0.48 |
| 750 | -0.18 | 0.67 | 0.40 | 0.40 |
| 800 | -0.31 | 0.76 | 0.33 | 0.34 |
| 850 | -0.43 | 0.86 | 0.28 | 0.28 |
| 900 | -0.55 | 0.96 | 0.23 | 0.24 |
| 950 | -0.66 | 1.07 | 0.19 | 0.20 |
| 1000 | -0.76 | 1.19 | 0.16 | 0.16 |

Rick Hoffman and Associates

1149 Palomino Road, Santa Barbara, CA 93105
 TELEPHONE: (O) 805 569-1911 (C) 805-895-2246
 EMAIL: rickhoffman1@cox.com

ENGINEERING GEOLOGISTS &
 GROUNDWATER EXPLOR.
 RG #3740



SAN ANTONIO BASIN GROUNDWATER SUSTAINABILITY AGENCY

FEE AND DEPOSIT AGREEMENT FOR WELL VERIFICATION REQUEST

THIS FEE AND DEPOSIT AGREEMENT (“Agreement”) is made and effective on Oct. 27, 2023 (“Effective Date”) by and between the San Antonio Basin Groundwater Sustainability Agency (“Agency”), and Mr. Paul Righetti, Property Owner (“Requestor”). Agency and Requestor are each referred to as a “Party” and collectively referred to as the “Parties” in this Agreement.

RECITALS:

A. Requestor is submitting an Application (“Application”) to the Santa Barbara County (“County”) Environmental Health Services (“EHS”) for a water well permit within the Agency’s jurisdiction.

B. Executive Order N-7-22, signed by the Governor on March 28, 2022, requires that, before County EHS grant said Application, the Agency provide written verification to County EHS that “groundwater extraction by the proposed well would not be inconsistent with any sustainable groundwater management program established in any applicable Groundwater Sustainability Plan ... and would not decrease the likelihood of achieving a sustainability goal for the basin covered by such a plan” (“Well Verification”). The Requestor’s request for written verification from the Agency will be referred to herein as a “Well Verification Request.”

C. The Agency Board of Directors approved Resolution No. 22-001 establishing a well verification policy in compliance with Executive Order N-7-22 and County Urgency Ordinance No. 5158 (“Well Verification Policy”).

D. Pursuant to Agency Resolution No. 22-002, review by the Agency of the Well Verification Request is to be funded by fees paid by the Requestor, and before review begins Requestor must make a deposit as determined by the Agency.

E. This Agreement is intended to specify the terms of Requestor’s deposit and reimbursement for the Agency review of the Well Verification Request.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth herein, and for other consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Construction.

This Agreement shall be liberally constructed to accomplish its intent. In the event of any irresolvable conflict or inconsistency in the terms of the Agreement, the Agency, in its sole discretion, shall resolve the conflict or inconsistency and implement the final decision.

2. The Deposit; Additional Advances.

- a) **Establishing and Supplementing Deposit.** Within three (3) business days following execution of this Agreement, Requestor shall provide to the Agency an initial deposit of nine hundred and eighty-seven dollars and fifty cents (\$987.50) ("Initial Deposit") to reimburse the Agency for Eligible Expenses, as defined in Section 2(b). The Agency shall monitor its expenses and the balance in the deposit account and whenever it believes, in good faith, that there will be insufficient funds to pay the Agency's expenses to process the Well Verification Request for the next thirty (30) days, the Agency may make one or more written requests for additional funds (each an "Additional Advance"), which shall state the existing balance and the additional amount requested. The Agency shall base its request for an Additional Advance on consultant(s) and staff(s) hourly rate described in the rate schedule, attached hereto as Exhibit A ("Rate Schedule"). The Agency may request the funds it reasonably believes necessary to cover a period not exceeding thirty (30) days. The Initial Deposit and Additional Advance funds are hereinafter collectively referred to as the "Deposit." Requestor shall make the Additional Advance within five (5) business days of the Agency's written request therefor. If Requestor fails to timely make the Additional Advance, Requestor agrees that the Agency may cease any or all additional work on the Request until the Agency receives the Additional Advance from Requestor.
- b) **Eligible Expenses.** In accordance with the Rate Schedule, the Deposit shall be used to reimburse the Agency for costs incurred by the Agency in connection with the following (all of which shall be deemed "Eligible Expenses"): (i) the fees and expenses incurred by both the consultant(s) employed by the Agency in connection with administering the Request and the Agency's Executive Director; and (ii) all other actions, if any, reasonably taken by the Agency in connection with administering the Request.
- c) **Administration of Deposit.** The Deposit may be placed in the Agency's account with other funds for purposes of investment and safekeeping. The Deposit shall not accrue interest. The Agency shall administer the Deposit and use the Deposit to reimburse the Agency for Eligible Expenses. The Agency shall maintain satisfactory accounting records as to the expenditure of the Deposit at all times.
- d) **Unexpended Funds.** Upon the approval or denial of a Well Verification Request by the Agency, the Agency shall return any then-unexpended portion of the Deposit to Requestor, without interest, less an amount equal to any unpaid Eligible Expenses previously incurred by the Agency ("Unexpended Funds").
- e) **Statements of Account.** The Agency shall provide Requestor a summary of expenditures made from the Deposit, and the unexpended balance thereof, whenever requesting any Additional Advance and within ten (10) business days of receipt by the Agency of a request therefore submitted by Requestor.

3. Independent Judgment of the Agency; Agency Not Liable

The Agency shall use its independent judgment in determining whether the Well Verification should be issued under the Well Verification Policy. Execution of this Agreement and payment of the Deposit by the Requestor in no way limits the Agency's discretion to issue or deny a Well

Verification. As further set forth by separate Well Verification Request Agreement, neither the Agency nor any of its member agencies shall be liable in any manner whatsoever in relation to County EHS' action on an Application or the Agency's issuance or denial of a Well Verification.

Requestor expressly understands and agrees that any consultant retained on behalf of the Agency is under contract solely on behalf of the Agency, and the Agency is free to exercise its independent judgment in making payments to the consultants or revising or accepting the consultant's work product, without any liability whatsoever by the Agency to Requestor therefor.

4. Notices.

Any notices, requests, demands, documents, approvals, or disapprovals given or sent under this Agreement from one Party to another (collectively, the "Notices") shall be given to the Party entitled thereto at its address set forth below, or at such other address as such Party may provide to the other Party in writing from time to time, namely:

If to Requestor:

Mr. Paul Righetti, Property Owner
7476 Graciosa Road, Santa Maria, CA 93455

If to the Agency:

San Antonio Basin Groundwater Sustainability Agency
c/o Stephanie Bertoux, Executive Director
P.O. Box 196
Solvang, CA 93464

Each such Notice shall be deemed delivered to the Party to whom it is addressed: (i) if given by email, upon the sender's receipt of an appropriate answerback or other written acknowledgement; (ii) if given by registered or certified mail, return receipt requested, deposited with the United States mail postage prepaid, seventy-two (72) hours after such notice is deposited with the United States mail; or (iv) if given by any other means, upon delivery at the address specified in this Section.

5. Choice of Law; Venue.

This Agreement, and any dispute arising from the relationship between the Parties, shall be governed by, construed in accordance with, and interpreted under the laws of the State of California. Any dispute that arises under or relates to this Agreement (whether contract, tort, or both) shall be resolved in a California State Court in the County of Santa Barbara, or if jurisdiction over the action cannot be obtained in a State Court, in a Federal Court in the Central District of California.

6. Entire Agreement.

This Agreement represents the full, final, and complete Agreement between the Parties hereto regarding the subject matter of this Agreement. No change or amendment to this Agreement shall be valid unless in writing and signed by both Parties.

7. Severability.

If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid for any reason, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

8. Attorneys' Fees.

In any litigation or other proceeding by which one Party seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing Party shall be entitled to an award of reasonable attorneys' fees, together with any costs and expenses, to resolve the dispute and to enforce the final judgment.

9. Ambiguities.

Any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not be applied in interpreting this Agreement.

10. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together will constitute one instrument.

11. Authority.

The persons executing this Agreement on behalf of the Parties warrant that: (i) such Party is duly organized and existing; (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party; (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement; and (iv) the entering into of this Agreement does not violate any provision of any other agreement to which said Party is bound.

IN WITNESS THEREOF, the Parties have caused this Agreement to be executed on the date first written above.

**SAN ANTONIO BASIN GROUNDWATER
SUSTAINABILITY AGENCY**



Signature

Stephanie Bertoux

Print Name

SABGSA Executive Director

Title

REQUESTOR



Signature

Mr. Paul Righetti

Print Name

Mr. Paul Righetti, Property Owner

Title

EXHIBIT A

Rate Schedule

| Responsible Party | Rate |
|----------------------------------|--------------------|
| Agency Executive Director | \$125.00/hr |
| Consultant | \$200.00/hr |



TECHNICAL MEMORANDUM

San Antonio Creek Valley Groundwater Basin Quarterly Groundwater Level Monitoring – Fourth Quarter 2023

To: Ms. Stephanie Bertoux, Executive Director, San Antonio Basin Groundwater Sustainability Agency

From: Michael McAlpin, GSI Water Solutions, Inc.
Sydney Robertson, GSI Water Solutions, Inc.
David O'Rourke, GSI Water Solutions, Inc.

Attachments: Tables:
Table 1. Fourth Quarter 2023 Groundwater Level Measurements – Depth to Water
Table 2. Fourth Quarter 2023 Groundwater Level Measurements – Groundwater Elevation

Figure:
Figure 1. Wells Included in the San Antonio Creek Valley Groundwater Basin Groundwater Monitoring Network

Date: December 19, 2023

Introduction

On behalf of the San Antonio Basin Groundwater Sustainability Agency (SABGSA), GSI Water Solutions, Inc. (GSI) completed the fourth quarter 2023 (4Q2023) San Antonio Creek Valley Groundwater Basin (Basin) groundwater level monitoring event (monitoring event) on December 12th and 13th, 2023. Prior to each quarterly monitoring event, GSI contacts well owners/property managers to coordinate access to the wells and request that wells be shut off for at least 8 hours before the monitoring event so that a static measurement can be obtained. Well owners/property managers were notified on November 28, 2023.

GSI was able to successfully measure depth to water in all but one well with secured access agreements during the December 12th and 13th, 2023 monitoring event. The attached tables provide the status of current well access agreements, and the attached figure shows the well locations. The following paragraphs and attached tables summarize the results of the 4Q2023 monitoring event.

4Q2023 Water Level Monitoring Event Summary

The attached tables summarize the results of the Basin 4Q2023 monitoring event for the wells in the Basin Groundwater Level Monitoring Network (Monitoring Network). The tables include the status of current well access agreements, depth to water measurements, and calculated groundwater elevations for all wells that were able to be accessed during the monitoring event. Wells identified as Representative Monitoring Sites (RMS) in the Basin's Groundwater Sustainability Plan (GSP) are identified in Table 2 and denoted with the respective RMS's sustainable management criteria (i.e., minimum threshold and measurable objective). The following is a summary of observations from the 4Q2023 monitoring event:

- The only wells with an active well access agreement that did not have a groundwater level measurement collected during the 4Q2023 monitoring event were 2M1 and White Hawk 4.
 - No water level measurement was collected from well 2M1 due to the risk of the sounder becoming stuck in the well. Groundwater level monitoring at well 2M1 is planned to resume pending the installation of a sounding tube.
 - The SABGSA received a Well Verification Request for a proposed replacement water well in July 2023. The SABGSA verified the proposed well was consistent with the SABGSA's Well Verification Policy. The well to be replaced was determined to be White Hawk 4. During the 4Q2023 monitoring event, White Hawk 4 was observed being destroyed as required by the Well Verification Policy, and therefore no water level measurement was able to be collected.
- The continuous data recording pressure transducer (transducer) that is located in well 16C4 did not have data downloaded during the 4Q2023 monitoring event due to a malfunctioning cable. 16C4 water level data collected by the transducer since the 3Q2023 event will be downloaded during the 1Q2024 event.
- The water level reading device could not be retrieved from well 2R1 after the recording of a water level measurement. The device became caught during retrieval. The well owner/property manager has been notified and a coordinated effort to retrieve the device has been scheduled .
- The 13C1 wellhead had been removed prior to the 3Q and 4Q2023 monitoring events. Consequently, depth to water was measured from a different reference point elevation (RPE; 777.45 feet NAVD88) than previously reported.
- Well 4 is a new irrigation well that was added to the SABGSA monitoring network in 4Q2023. The well is located north of U.S. Highway 101 in the central uplands of the Basin. Well 4 was proposed as a replacement well for Mesa Vineyard in the Basin Monitoring Network. Mesa Vineyard is not equipped with a sounding tube, increasing the likelihood of a water level reading device becoming caught in the well. Mesa Vineyard and Well 4 are completed to similar depths and are constructed with multiple screened intervals. Water levels from the two wells will continue to be evaluated to determine if water levels in Well 4 are representative of water levels in Mesa Vineyard. Mesa Vineyard has a period of record of reported water levels from November 2019 to present.
- The air pressure measured at Stephen's Well during the 3Q and 4Q2023 events has been below historical levels. The 3Q and 4Q2023 calculated water levels are suspected to be pumping water levels. No receipt confirmation was received from the well owner/property manager in response to the 3Q and 4Q2023 monitoring event notifications.

Recommendations

- Consider the installation of a sounding tube in well 2M1.
- Perform well maintenance on wells 2N1 and Mesa Vineyard to clear rusty material. Well 2N1 and Mesa Vineyard have historically contained rusty material. Consequently, the sounder becomes coated when lowered into the well, occasionally blocking the sensor and preventing an accurate water level measurement.
- Continue public outreach to Basin stakeholders to discuss participation in the Basin's Monitoring Network.
- Consider the purchase and installation of additional transducers.
- Perform an RPE Survey for the wells included in the Basin Monitoring Network in accordance with the Sustainable Groundwater Management Act (SGMA) well elevation accuracy requirements.
- Perform well video surveys of wells included in the Basin Monitoring Network with outstanding well construction information (total depth and screened intervals).

- Purchase and replace transducer cable in well 16C4. This work and associated cost is included in the approved 2024 Quarterly Monitoring and Reporting scope of work and budget.
- Secure access agreement to the White Hawk 4 replacement well.
- Communicate with Stephen's Well owner/property manager and confirm contact information for monitoring even notification emails.

Table 1. Fourth Quarter 2023 Groundwater Level Measurements – Depth to Water

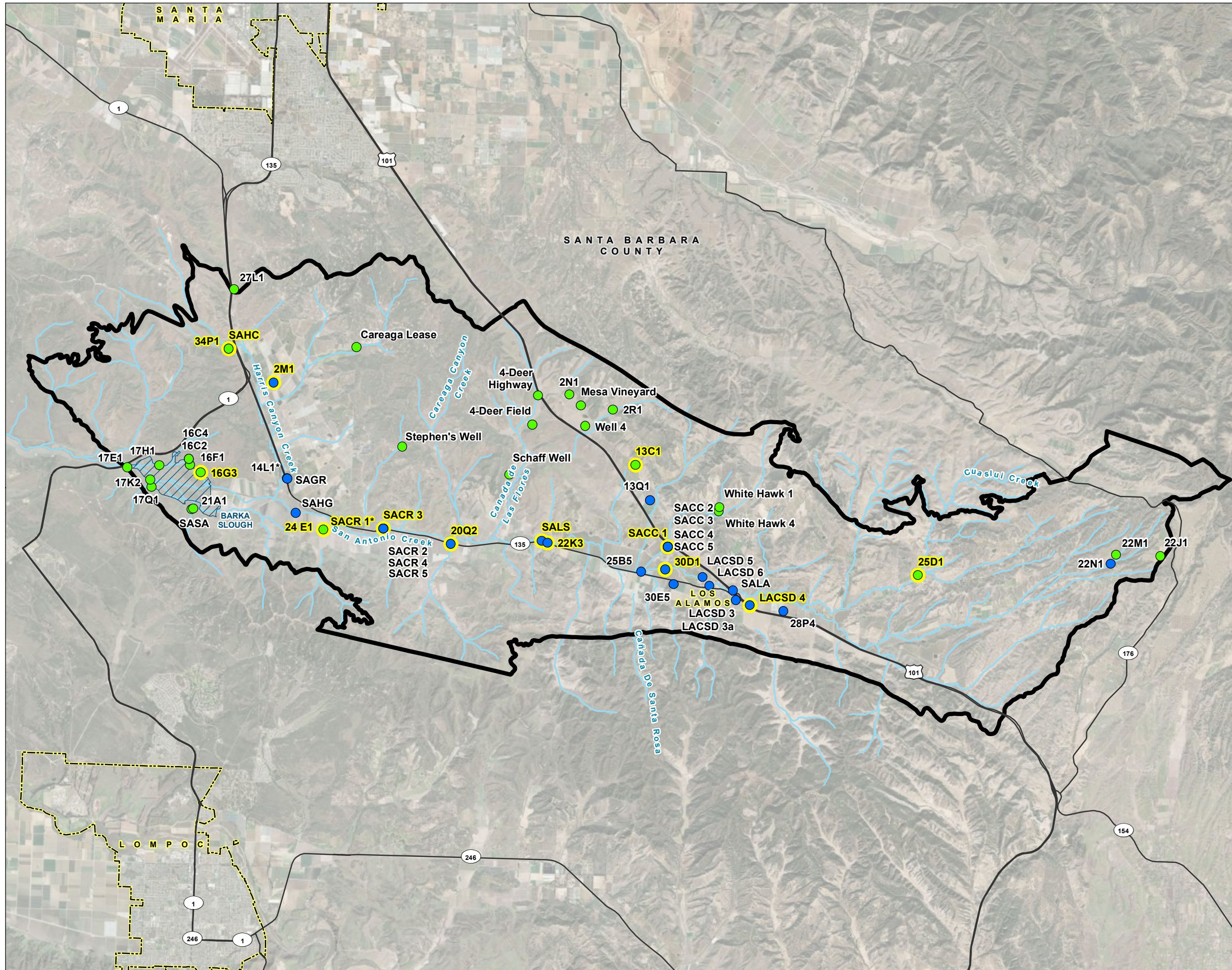
| State Well Number | Site Name | Well Type | Water Level Measurement Frequency/Type | Area | Total Depth (feet bgs) | Aquifer of Completion | DTW on 6/22/2021 and 6/23/2021 | DTW on 9/14/2021 and 9/15/2021 | DTW on 12/8/2021 and 12/9/2021 | DTW on 3/10/2022 and 3/11/2022 | DTW on 6/21/2022 and 6/22/2022 | DTW on 9/15/2022 and 9/16/2022 | DTW on 12/14/2022 and 12/15/2022 | DTW on 3/15/23 and 3/16/23 | DTW on 6/21/2023 and 6/28/2023 | DTW on 9/12/23 and 9/13/23 | DTW on 12/12/23 and 12/13/23 | Notes on 12/12/23 and 12/13/23 |
|-------------------|----------------|------------|--|---------------------------|------------------------|-----------------------|--------------------------------|--------------------------------|--------------------------------|--------------------------------|--------------------------------|--------------------------------|----------------------------------|----------------------------|--------------------------------|----------------------------|------------------------------|--|
| 009N034W34N002S | SAHC | Monitoring | Continuous/Transducer | West San Antonio Basin | 90 | Careaga Sand | 73.40 | 73.55 | 73.68 | 73.79 | 73.93 | 74.07 | 74.20 | 74.43 | 74.34 | 74.06 | 73.86 | |
| 008N034W21A002S | SASA | Monitoring | Continuous/Transducer | West San Antonio Basin | 65 | Careaga Sand | 44.75 | 45.37 | 45.69 | 45.85 | 46.19 | 46.98 | 47.33 | 46.37 | 44.82 | 45.39 | 46.25 | |
| 008N034W14L002S | SAGR | Monitoring | Continuous/Transducer | West San Antonio Basin | 90 | Paso Robles Formation | 62.06 | 63.68 | 63.25 | 62.89 | 64.50 | 66.88 | 65.72 | 64.18 | 62.18 | 62.31 | 61.81 | |
| 008N034W23H001S | SAHG | Monitoring | Continuous/Transducer | West San Antonio Basin | 75 | Paso Robles Formation | 43.41 | 42.85 | 42.72 | 43.12 | 41.42 | 41.71 | 40.80 | 27.74 | 27.99 | 30.60 | 33.22 | |
| 008N033W22G001S | SALS | Monitoring | Continuous/Transducer | Central San Antonio Basin | 70 | Paso Robles Formation | 39.04 | 38.73 | 39.73 | 39.50 | 39.44 | 39.34 | 39.69 | 31.15 | 29.29 | 28.64 | 29.83 | |
| 008N032W29L004S | SALA | Monitoring | Continuous/Transducer | Central San Antonio Basin | 90 | Paso Robles Formation | 47.54 | 48.13 | 48.79 | 48.95 | 49.25 | 49.85 | 50.46 | 27.96 | 26.79 | 32.32 | 36.12 | |
| 008N033W19K002S | SACR 1 | Monitoring | Continuous/Transducer | West San Antonio Basin | 690 | Careaga Sand | 47.81 | 49.61 | 46.27 | 46.25 | 51.05 | 54.90 | 47.50 | -- | 47.90 | 53.74 | 48.68 | |
| 008N033W19K003S | SACR 2 | Monitoring | Quarterly/Discrete | West San Antonio Basin | 540 | Paso Robles Formation | 81.41 | 76.58 | 75.51 | 78.76 | 81.30 | 83.33 | 72.58 | -- | 77.38 | 79.39 | 73.10 | |
| 008N033W19K004S | SACR 3 | Monitoring | Quarterly/Discrete | West San Antonio Basin | 350 | Paso Robles Formation | 119.19 | 113.90 | 99.00 | 102.25 | 119.95 | 122.83 | 99.33 | -- | 110.41 | 117.35 | 99.95 | |
| 008N033W19K005S | SACR 4 | Monitoring | Quarterly/Discrete | West San Antonio Basin | 220 | Paso Robles Formation | 96.07 | 95.93 | 94.72 | 94.07 | 95.70 | 97.73 | 96.15 | -- | 90.53 | 91.87 | 92.38 | |
| 008N033W19K006S | SACR 5 | Monitoring | Quarterly/Discrete | West San Antonio Basin | 110 | Paso Robles Formation | 99.75 | 100.49 | 100.30 | 99.68 | 99.98 | 100.47 | 100.87 | 95.86 | 91.91 | 94.34 | 95.62 | |
| 008N032W19M001S | SACC 1 | Monitoring | Continuous/Transducer | Central San Antonio Basin | 980 | Paso Robles Formation | 227.45 | 237.35 | 229.72 | 235.35 | 236.20 | 241.70 | 220.97 | 214.99 | 224.04 | 232.96 | 222.72 | |
| 008N032W19M002S | SACC 2 | Monitoring | Quarterly/Discrete | Central San Antonio Basin | 720 | Paso Robles Formation | 217.18 | 219.00 | 215.05 | 217.05 | 217.45 | 222.83 | 215.17 | 210.04 | 212.87 | 219.52 | 214.50 | |
| 008N032W19M003S | SACC 3 | Monitoring | Quarterly/Discrete | Central San Antonio Basin | 530 | Paso Robles Formation | 220.53 | 224.73 | 220.42 | 219.40 | 220.10 | 223.35 | 213.49 | 208.65 | 213.21 | 219.74 | 213.49 | |
| 008N032W19M004S | SACC 4 | Monitoring | Quarterly/Discrete | Central San Antonio Basin | 325 | Paso Robles Formation | 171.01 | 173.62 | 172.79 | 173.70 | 175.70 | 177.90 | 175.98 | 172.58 | 174.52 | 177.45 | 176.87 | |
| 008N032W19M005S | SACC 5 | Monitoring | Quarterly/Discrete | Central San Antonio Basin | 120 | Paso Robles Formation | 107.25 | 107.20 | 107.13 | 107.10 | 107.05 | 107.30 | 107.20 | 107.01 | 106.94 | 106.50 | 105.82 | |
| 008N034W02M001S | 2M1 | Irrigation | Quarterly/Discrete | West San Antonio Basin | 750 | Paso Robles Formation | 152.50 | 154.13 | 152.60 | 154.55 | -- | -- | -- | -- | -- | -- | -- | Temporarily discontinued due to risk of stuck sounder |
| -- | White Hawk 1 | Irrigation | Quarterly/Discrete | Central San Antonio Basin | 560 | Careaga Sand | 123.12 | 124.03 | 124.03 | 112.73 | 125.50 | 126.50 | 125.10 | 123.96 | 123.96 | 124.58 | 123.29 | |
| 008N32W17N001S | White Hawk 4 | Irrigation | Quarterly/Discrete | Central San Antonio Basin | 820 | Careaga Sand | 98.80 | 99.24 | 98.85 | 97.90 | 100.55 | 101.20 | 98.50 | 98.00 | 98.77 | 98.97 | -- | Proposed Original Well in July 2023 Well Verification Request. Well observed being destroyed as required by the SABGSA Well Verification Policy. |
| -- | Mesa Vineyard | Irrigation | Quarterly/Discrete | Central San Antonio Basin | -- | Careaga Sand | 216.50 | 217.10 | 218.08 | 218.80 | 219.50 | 220.50 | 216.10 | 215.85 | -- | 219.17 | 216.91 | |
| 008N033W02N001S | 2N1 | Irrigation | Quarterly/Discrete | Central San Antonio Basin | 980 | Careaga Sand | 226.50 | -- | 224.65 | 227.10 | 226.20 | 228.00 | 225.50 | -- | 224.23 | 228.06 | 224.33 | Rusty material in well |
| 008N033W02R001S | 2R1 | Irrigation | Quarterly/Discrete | Central San Antonio Basin | 370 | Careaga Sand | 192.82 | 185.22 | 119.42 | 118.75 | 173.55 | 120.50 | 120.45 | 120.30 | 120.61 | 120.94 | 121.02 | |
| -- | Well 4 | Irrigation | Quarterly/Discrete | Central San Antonio Basin | 1,000 | Careaga Sand | -- | -- | -- | -- | -- | -- | -- | -- | -- | -- | -- | 122.50 |
| 008N033W10 | 4-Deer Field | Irrigation | Quarterly/Discrete | Central San Antonio Basin | 490 | Careaga Sand | 25.15 | 27.82 | 27.67 | 27.09 | 65.90 | 68.00 | 28.61 | 25.59 | 27.53 | 30.39 | 29.48 | |
| 008N033W03L001S | 4-Deer Highway | Irrigation | Quarterly/Discrete | Central San Antonio Basin | 349 | Careaga Sand | 97.71 | 94.80 | 95.05 | 96.10 | 96.59 | 98.10 | 96.11 | 94.82 | 98.01 | 98.79 | 97.63 | |
| -- | Schaff Well | Monitoring | Quarterly/Discrete | Central San Antonio Basin | 669 | Careaga Sand | 215.82 | 216.28 | 216.65 | 216.76 | 217.24 | 217.90 | 218.05 | 218.24 | 218.29 | 218.97 | 219.15 | |
| 008N034W14L001S | 14L1 | Monitoring | Quarterly/Discrete | West San Antonio Basin | 593 | Careaga Sand | 70.93 | 70.82 | 68.99 | 68.12 | 71.18 | 73.70 | 69.95 | 68.24 | 70.85 | 74.84 | 72.16 | |
| 009N034W34P001S | 34P1 | Monitoring | Quarterly/Discrete | West San Antonio Basin | 223 | Careaga Sand | 68.86 | 68.60 | 68.55 | 72.66 | 71.85 | 70.80 | 70.15 | 66.50 | -- | 67.65 | 66.19 | |
| 008N034W17Q001S | 17Q1 | Monitoring | Quarterly/Discrete | West San Antonio Basin | 48 | Careaga Sand | 13.85 | -- | 14.78 | 14.80 | 15.40 | -- | -- | 13.31 | 13.72 | 14.80 | 15.21 | |
| 008N034W21A001S | 21A1 | Monitoring | Quarterly/Discrete | West San Antonio Basin | 271 | Careaga Sand | 35.64 | 36.22 | 36.79 | 36.93 | 37.80 | 38.75 | 38.83 | 37.70 | 37.40 | 38.62 | 38.88 | |
| 008N034W17K002S | 17K2 | Monitoring | Quarterly/Discrete | West San Antonio Basin | 60 | Careaga Sand | -- | -- | 6.98 | 6.98 | 7.13 | 7.30 | 7.40 | 7.38 | 7.30 | 7.31 | 7.31 | |
| 008N034W17E001S | 17E1 | Monitoring | Quarterly/Discrete | West San Antonio Basin | 89 | Careaga Sand | 21.40 | 21.76 | 22.03 | 22.20 | 22.28 | 22.35 | 22.38 | 19.72 | 19.44 | 20.26 | 20.67 | |
| 008N034W16C002S | 16C2 | Monitoring | Continuous/Transducer | West San Antonio Basin | 169 | Careaga Sand | 75.36 | 76.15 | 86.75 | 87.76 | 74.72 | 94.03 | 87.72 | 92.73 | 82.20 | 91.43 | 84.44 | |
| 008N034W16C004S | 16C4 | Monitoring | Continuous/Transducer | West San Antonio Basin | 560 | Careaga Sand | 67.24 | 67.80 | 73.94 | 74.66 | 87.21 | 79.63 | 75.30 | 78.30 | 74.79 | 78.03 | 73.70 | |
| 008N034W17H001S | 17H1 | Monitoring | Quarterly/Discrete | West San Antonio Basin | 61 | Careaga Sand | 15.68 | 16.54 | 17.20 | 16.97 | 17.81 | 18.81 | 18.90 | 13.24 | 13.94 | 15.65 | 16.43 | |
| 008N034W16F001S | 16F1 | Monitoring | Quarterly/Discrete | West San Antonio Basin | 58 | Careaga Sand | 30.33 | 30.92 | 38.50 | 40.34 | 43.83 | 46.30 | 45.47 | 45.09 | 38.45 | 43.17 | 41.39 | |
| 008N034W16G003S | 16G3 | Monitoring | Quarterly/Discrete | West San Antonio Basin | 56 | Careaga Sand | 48.84 | 49.00 | 49.31 | 49.86 | 50.52 | 51.17 | 51.85 | 52.36 | 52.47 | 52.40 | 52.65 | |
| 008N033W13C001S | 13C1 | Irrigation | Quarterly/Discrete | Central San Antonio Basin | 1,070 | Careaga Sand | 195.00 | -- | 188.10 | 188.90 | 190.20 | 188.00 | 187.30 | -- | 188.40 | 186.08 | 185.94 | Wellhead removed, new RPE |
| 008N033W07 | Stephen's Well | Irrigation | Quarterly/Discrete | West San Antonio Basin | 590 | Careaga Sand | -- | 332.95 | 338.73 | 341.04 | 339.88 | 343.35 | 339.88 | -- | 342.19 | 381.46 | 379.15 | Measured with airline, suspected pumping during measurement |
| 008N033W22K003S | 22K3 | Irrigation | Quarterly/Discrete | Central San Antonio Basin | 250 | Paso Robles Formation | -- | -- | -- | -- | -- | -- | -- | -- | 79.65 | 82.59 | 79.45 | |
| 008N033W13Q001S | 13Q1 | Irrigation | -- | Central San Antonio Basin | 295 | Paso Robles Formation | -- | -- | -- | -- | -- | -- | -- | -- | -- | -- | -- | |
| 008N032W30D001S | 30D1 | Monitoring | -- | Central San Antonio Basin | 895 | Paso Robles Formation | -- | -- | -- | -- | -- | -- | -- | -- | -- | -- | -- | |
| 008N032W25D001S | 25D1 | Irrigation | -- | East San Antonio Basin | 700 | Careaga Sand | -- | -- | -- | -- | -- | -- | -- | -- | -- | -- | -- | |
| 008N031W22J001S | 22J1 | Unknown | -- | East San Antonio Basin | -- | Careaga Sand | -- | -- | -- | -- | -- | -- | -- | -- | -- | -- | -- | |
| 008N031W22N001S | 22N1 | Unknown | -- | East San Antonio Basin | 175 | Paso Robles Formation | -- | -- | -- | -- | -- | -- | -- | -- | -- | -- | -- | |
| 008N031W22M001S | 22M1 | Unknown | -- | East San Antonio Basin | -- | Careaga Sand | -- | -- | -- | -- | -- | -- | -- | -- | -- | -- | -- | |
| 008N034W24E001S | 24 E1 | Monitoring | -- | West San Antonio Basin | 580 | Careaga Sand | -- | -- | -- | -- | -- | -- | -- | -- | -- | -- | -- | |
| 008N033W20Q002S | 20Q2 | Irrigation | -- | West San Antonio Basin | -- | Paso Robles Formation | -- | -- | -- | -- | -- | -- | -- | -- | -- | -- | -- | |
| -- | VERNAS 1 | Unknown | -- | Central San Antonio Basin | -- | -- | -- | -- | -- | -- | -- | -- | -- | -- | -- | -- | -- | |
| -- | VERNAS 2 | Unknown | -- | Central San Antonio Basin | -- | -- | -- | -- | -- | -- | -- | -- | -- | -- | -- | -- | -- | |
| -- | HWY 101 CATTLE | Unknown | -- | East San Antonio Basin | -- | -- | -- | -- | -- | -- | -- | -- | -- | -- | -- | -- | -- | |
| 008N032W27P003S | GUZMAN 2 | Unknown | -- | East San Antonio Basin | -- | -- | -- | -- | -- | -- | -- | -- | -- | -- | -- | -- | -- | |
| 008N032W30E005S | 30E5 | Unknown | -- | Central San Antonio Basin | 1,001 | Paso Robles Formation | -- | -- | -- | -- | -- | -- | -- | -- | -- | -- | -- | |
| 008N033W25B005S | 25B5 | Unknown | -- | Central San Antonio Basin | 100 | Paso Robles Formation | -- | -- | -- | -- | -- | -- | -- | -- | -- | -- | -- | |
| 008N032W28P004S | 28P4 | Unknown | -- | East San Antonio Basin | 524 | Paso Robles Formation | -- | -- | -- | -- | -- | -- | -- | -- | -- | -- | -- | |
| 008N034W36R | Careaga Lease | Unknown | -- | West San Antonio Basin | 284 | Careaga Sand | -- | -- | -- | -- | -- | -- | -- | -- | -- | -- | -- | |
| 009N034W27L001S | 27L1 | Unknown | -- | West San Antonio Basin | 405 | Careaga Sand | -- | -- | -- | -- | -- | -- | -- | -- | -- | -- | -- | Well Destroyed March 2021 |

Notes:

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|--|
| |
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| |

Green highlighted cells indicate well access agreement has been acquired
 Yellow highlighted cells indicate well access agreement is pending
 Red highlighted cells indicate well access denied
 Gray highlighted cells indicate well access not applicable
 bgs = below ground surface
 DTW = Depth to Water (feet below reference point elevation)
 -- = unknown or not applicable

FIGURE 1
Wells Included in the
San Antonio Creek Valley
Groundwater Basin
Groundwater Monitoring Network
 San Antonio Creek Valley
 Groundwater Basin Quarterly
 Groundwater Level Monitoring
 Fourth Quarter 2023



LEGEND

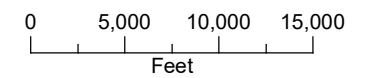
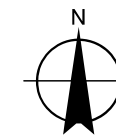
- Representative Well
- Wells (by screened aquifer)**
- Paso Robles Formation
- Careaga Sand
- All Other Features**
- ~ San Antonio Creek or Tributary
- Major Road
- San Antonio Creek Valley Groundwater Basin
- Barka Slough
- City Boundary



NOTES

*SACR 1 and 14L1 are screened in the Careaga Sand.

San Antonio Creek Valley Groundwater Basin Boundary as defined in the California Department of Water Resources Bulletin 118.



Date: December 18, 2023
 Data Sources: USGS (2020a), ESRI, DWR (2018), Maxar imagery (2020)