

SEASIDE GROUNDWATER BASIN WATERMASTER

NOTICE

REPLENISHMENT AD HOC COMMITTEE MEETING

SEPTEMBER 6, 2023

3:00 P.M.

AGENDA

Ad Hoc Committee Members		
City of Del Rey Oaks <i>Kim Shirley</i>	California American Water <i>Chris Cook</i>	Laguna Seca Subarea Landowners <i>John Gaglioti – Facilitator</i>
Coastal Subarea Landowners <i>Paul Bruno</i>	Monterey Peninsula Water Management District <i>George Riley</i>	

This meeting will be held in-person at the

**Monterey One Water Board Room
5 Harris Court, Building “D”, Ryan Ranch, Monterey, California**

Public Comment:

The public may comment 3 minutes on any item within the committee’s jurisdiction.

Minutes:

Consider approving the minutes of the Replenishment Ad Hoc Committee meeting held
July 5, 2023 3

Discussion Items:

1. Discuss/consider legal opinion on Decision definition of Replenishment Assessment Fund..... 5

Other Items: None

Adjournment

This agenda was forwarded via e-mail to the City Clerks of Seaside, Monterey, Sand City and Del Rey Oaks; the Clerk of the Monterey Board of Supervisors, the Clerk to the Monterey Peninsula Water Management District; the Clerk at the Monterey County Water Resources Agency, Monterey One Water and the California American Water Company for posting on or before August 31, 2023 per the Ralph M. Brown Act, Government Code Section 54954.2(a).

If requested, the agenda shall be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof.

**SEASIDE GROUNDWATER BASIN WATERMASTER
REPLENISHMENT AD HOC COMMITTEE MEETING**

MINUTES

JULY 5, 2023 - 2:45 P.M.

Monterey One Water Board Room

5 Harris Court, Building “D”, Ryan Ranch, Monterey, CA

Others Present:

Laura Paxton – Watermaster Administrative Officer

Joe Hughes – Watermaster Legal Council

Jon Lear – Monterey Peninsula Water Management District

Ad Hoc Committee Members

Laguna Seca Subarea

Landowners

John Gaglioti - Facilitator

Monterey Peninsula Water

Management District

George Riley

California American Water

Chris Cook

City of Del Rey Oaks

Kim Shirley

Coastal Subarea Landowners

Paul Bruno

I. CALL TO ORDER/ROLL CALL: Meeting Facilitator – Director John Gaglioti called the meeting to order at 2:45pm.

II. INTRODUCTION: The purpose of this session is to provide a setting to develop options for replenishing the Seaside Groundwater Basin once replenishment water becomes available. The Directors will take no formal action.

III. DISCUSSION ITEM: Develop concepts and/or funding mechanisms for Watermaster to replenish the Seaside Groundwater Basin. Committee members were provided a memorandum of the background of previous meetings on the topic; excerpts from a Discussion Paper by Technical Program Manager, Bob Jaques dated January 15, 2021 from a previous committee meeting; and a proposal from Hansford Economic Consulting to review and prepare the regulatory fee for the Salinas Valley Basin Groundwater Sustainability Agency.

Director Gaglioti noted that studies by Watermaster approximate 1,500 acre-feet of water needed each year for the next 25 years for the Seaside Groundwater Basin to avoid seawater intrusion and continue as a water supply and storage resource. Water supply projects are coming on line in the next three to five years; Watermaster needs to determine how to obtain/pay for any available replenishment water from future projects.

Director Riley asked for a review of the Replenishment Assessment Fund so the board can clearly understand what it is, how it has been used, and whether the (board’s discretionary) credits applied are serving Watermaster purposes. He also requested a brainstorming session be held to review Watermaster’s annual unit cost of replenishment water calculation method.

The committee concurred to have Hansford present at the next committee meeting the services they provided to Salinas Valley Groundwater Sustainability Agency to see if Hansford could be of service to Watermaster in establishing water procurement options.

The committee also concurred to have legal counsel render an opinion on the Decision’s definition and intention for the Replenishment Assessment Fund and present at the next committee meeting.

IV. PUBLIC COMMENT – None

V. ADJOURNMENT – The meeting was adjourned at 3:56pm.

Next meeting set for August 21, 2023, at 1:00pm in the City of Seaside conference room.

Respectfully submitted by Laura Paxton, Watermaster Board Secretary

M E M O R A N D U M

TO: Seaside Groundwater Basin Watermaster
FROM: Joseph D. Hughes
DATE: August 31, 2023
RE: Replenishment Assessment Credits

I. INTRODUCTION

The Seaside Basin Watermaster (Watermaster) has inquired about the process by which California American Water (CAW) is entitled to credits from the Watermaster to reduce the balance of replenishment assessments levied by the Watermaster against CAW. The Amended Decision in the Seaside Basin adjudication (Decision) directs the Watermaster to provide CAW with a credit toward its replenishment assessment obligation, if any, under certain circumstances. The purpose of this memorandum is to explain the replenishment assessment mechanism and the process by which CAW is entitled to a credit toward that obligation.

II. REPLENISHMENT ASSESSMENTS

There are two separate replenishment assessments authorized under the Decision. One is based on “Over-Production” which is determined according to the “Natural Safe Yield” of 3,000 acre feet per year. The other is based on “Operating Yield Over-Production” which is determined according to the “Operating Safe Yield,” which was initially 5,600 acre feet per year.

The Decision defines *one* “Replenishment Assessment.” It relates to Over-Production. The term “Replenishment Assessment” is defined as:

“[A]n assessment levied by the Watermaster per each acre-foot of Over-Production against each party Over-Producing Groundwater in the previous Water Year. The amount of the assessment shall be sufficient to cover the cost of Artificial Replenishment in an amount necessary to off-set that Producer’s Over-Production, and levied as provide [*sic*] in Section III.L.3.j.iii. The assessment must of necessity be initially determined based upon the estimated cost of providing Non-Native water to replenish the Basin, as determined by the Watermaster.”

(Decision, § III.A.28; emphasis added.) This definition of “Replenishment Assessment” relates to Over-Production, which is determined according to the Natural Safe Yield of 3,000 acre feet per year. It contemplates an assessment at an individual producer level.

Section III.L.3.j.iii of the Decision, providing for the actual levy of the replenishment assessment, describes *two* production-based assessments:

1. “Each Water Year, the Watermaster will determine a Replenishment Assessment for Artificial Replenishment of the Seaside Basin necessary to offset the cumulative Basin Over-Production (as defined in Section III.A.21), and levy a Replenishment Assessment. Said Replenishment Assessment does not apply to Production under an Alternative Production Allocation so long as such Production is within the fixed amount established for that Producer in Table 2 of Section III.B.3. Funds so generated may be accumulated for multiple Water Years, if necessary, and shall be utilized solely for replenishment of the Basin Groundwater Supply with Non-Native water.”

2. “An additional Watermaster Replenishment Assessment shall be levied after the close of each Water Year against all Producers that incurred Operating Yield Over-Production during the Water Year. Said assessment shall be in addition to the Replenishment Assessment addressed in Section III.A.21. The Replenishment Assessment based upon Operating Yield Over-Production shall be levied against the Parties participating in the Alternative Production Allocation for only such Production that exceeds the Parties’ respective fixed Alternative Production Allocation identified in Table 2. In the event Watermaster cannot procure Artificial Replenishment Water to offset Operating Yield Over-Production during the ensuing Water Year, the Watermaster shall so declare in December and no Operating Yield Over-Production then in effect may occur during the ensuing Water Year. Funds generated by the Operating Yield Over-Production Assessment shall be utilized by the Watermaster to engage in or contract for Replenishment of the Operating Yield Over-Production occurring in the Preceding Water Year as expeditiously as possible.”

These assessments target two different volumes of Basin over-production. The first assessment is based on exceeding the natural safe yield of 3,000 acre feet per year. Funds generated by this assessment can accumulate over multiple years and may only be used to import water. The second assessment is based on exceeding the operating safe yield, which was initially 5,600 acre feet per year. Funds generated by this assessment must be used to “to engage in or contract for Replenishment of the Operating Yield Over-Production occurring in the Preceding Water Year as expeditiously as possible.” Because the operating safe yield is higher than the natural safe yield, it makes sense that any over-production of this higher volume must be remedied “as expeditiously as possible” using the funds from this assessment.

III. PAYMENT

The payment provisions for both forms of assessment are straightforward. Replenishment assessments based on over-production of the natural safe yield and the operating yield are assessed within 60 days of the end of each water year (i.e., September 30) on a per acre-foot basis on each acre-foot, or portion of an acre-foot, of over-production. (Decision, § III.L.j.iii.) Payment is due no later than January 15th of the following year. (*Ibid.*) The Watermaster must determine and declare the acre-foot amount of the replenishment assessments in October (i.e., at the beginning) of each water year to provide producers with advance knowledge of the cost of over-production in that water year. (*Ibid.*)

IV. CAW CREDIT TOWARD REPLENISHMENT ASSESSMENTS

A. The Decision Authorizes a Credit to CAW Applicable to Replenishment Assessment Obligations.

The Decision expressly provides for a credit in favor of CAW resulting from money it spends to augment the Basin water supply. Section III.M.1.d. for the Decision, in its entirety, provides:

“[CAW]’s expenditures for water supply augmentation may also provide replenishment water for the Basin. Accordingly, on an annual basis, [CAW] will provide the Watermaster with an accounting of all expenditures it has made for water supply augmentation that it contends has or will result in replenishment of the Basin. The Watermaster shall review these expenditures and if it concurs reduce [CAW]’s Punishment Assessment obligation, for that year, by an amount equal to the amount claimed by [CAW]. To the extent that the Watermaster rejects any of the claimed amounts, it shall provide [CAW] with an explanation for the rejection and allow [CAW] an opportunity to meet and confer on the disputed amount. In the event that the Watermaster and [CAW] cannot agree, the matter may be referred to the Court through a request filed by [CAW]”

This provision essentially allows CAW to pursue Basin replenishment projects on its own and receive credit for those expenses so long as the particular project has or will result in replenishment of the Basin.

While clear as to the basic intent, this provision does not provide all of the details for implementation. For example, there is no provision for the process by which CAW is to submit requests for a credit (i.e., before or after the subject expense is incurred), timing for a Watermaster response to a credit request, a standard by which the Watermaster is to evaluate projects that will justify a replenishment assessment credit (e.g., proposed, being constructed, or operational), or the conversion of expense dollars to credit dollars.

B. Application of the Replenishment Assessment Credit and the MOU.

CAW’s first request for a replenishment assessment credit came in 2007. This request arose from CAW’s recharge of 411.35 acre-feet of water into the Basin during water year 2006. The Watermaster approved a credit of \$465,648 (reflecting an assessment of \$1,132 / AF established by the Board for water year 2007 pumping) toward CAW’s then-existing replenishment assessment balance of \$2,106,652, leaving a balance due of \$1,641,004.

The next request by CAW caused more discussion and debate by the Watermaster. In March 2008, CAW requested a replenishment assessment credit in the amount of \$13,469,120 arising from pre-construction costs for its Coastal Water Project. CAW later reduced its request to \$12,305,924 for reasons not relevant here. The result of the discussion and debate by the Watermaster Board was a Memorandum of Understanding (MOU) between the Watermaster and CAW approving the requested replenishment assessment credit in the amount of \$12,305,924 as well as establishing a

process and methodology for the Watermaster’s review of CAW replenishment assessment credit requests. A copy of the MOU and its later amendment are attached as **Attachment 1** and **Attachment 2**, respectively. The credit was applied to a then-existing CAW replenishment assessment balance of \$10,166,640 to extinguish that obligation in its entirety and leave a credit balance in favor of CAW.

A “play by play” review of the Watermaster discussion and debate taken from staff memoranda and Board meeting minutes in 2008 leading to the MOU is beyond the scope of this memorandum. The result, however, was that the way CAW’s replenishment assessment credit is to be determined and applied has been established through the MOU to clarify and implement that provision in the Decision. This methodology has been reported to the Court each year since in the Watermaster’s annual report to the Court without objection by the Court or any interested party.

V. CONCLUSION

The Decision obligates producers in the Basin to pay replenishment assessments when they over-produce their allocation of the Basin’s natural safe yield or the operating yield. The Decision specifically allows CAW a credit against its assessment obligation for money CAW spends on projects that have or will replenish the Basin, in lieu of a direct payment to the Watermaster. Implementation of that provision led to past debate regarding the way in the Watermaster must approve CAW requests for credits. The Watermaster and CAW entered into an MOU in 2008 to resolve that debate. The Watermaster and CAW have followed the provisions of the MOU since then, which has been annually reported in the Watermaster’s reports to the Court without objection.

ATTACHMENT 1

MEMORANDUM OF UNDERSTANDING BETWEEN SEASIDE BASIN WATERMASTER AND CALIFORNIA AMERICAN WATER

This Memorandum of Understanding between the Seaside Basin Watermaster (Watermaster) and California American Water (CAW) is entered into pursuant to a motion passed by Watermaster on December 3, 2008 with respect to the following:

RECITALS

A. The Amended Decision in Case No. M66343 filed February 9, 2007 (Decision) provides that Standard Producers that exceed their allocation of Natural Safe Yield are subject to a Replenishment Assessment for each acre foot of Over-Production for each Water Year. Under Section III.M.1.d of the Decision, CAW has the right to claim a credit against its Replenishment Assessment (Replenishment Credit) for costs incurred for water supply augmentation that has or will result in replenishment of the Basin.

B. Watermaster has calculated the Replenishment Assessments for CAW for Fiscal Year 2006 (Water Year 05/06), Fiscal Year 2007 (Water Year 06/07) and Fiscal Year 2008 (Water Year 07/08) in the total amount of \$10,166,640. Pursuant to Section III.M.1.d of the Decision, CAW applied for a Replenishment Credit for expenditures totaling \$12,305,924.00 that CAW has made through calendar year 2006 for water supply augmentation associated with pre-construction expenses for the Coastal Water Project. The request was made on March 5, 2008 and supplemented with further information on May 2, 2008.

C. Watermaster approved CAW's request for a Replenishment Credit in the amount of \$12,305,924.00, subject to conditions set forth in the motion which provide that CAW will ensure replenishment of the Basin with water from the Coastal Water Project, or a comparable alternative project, at no cost to Watermaster, in an amount equivalent to the quantity of water that CAW has overproduced, and thus incurred a Replenishment Assessment obligation for Fiscal Years 2006, 2007 and 2008.

D. Watermaster and CAW desire to enter into this Memorandum of Understanding regarding future CAW requests pursuant to Section III.M.1.d of the Decision for Replenishment Credits against future Replenishment Assessment obligations.

A G R E E M E N T

Watermaster and CAW agree as follows:

1. At the end of each Water Year, Watermaster shall determine the Replenishment Assessments in accord with Section III.L.3.j.iii of the Decision. Within 40 days of CAW's receipt of Watermaster's notice of Replenishment Assessment against CAW for the preceding Water Year, CAW shall provide Watermaster any claim for a Replenishment Credit pursuant to Section III.M.1.d of the Decision. Such claim shall be based upon expenditures for a water supply augmentation project (such as the Coastal Water Project and/or other projects that produce water that can be used to replenish the Seaside Basin (hereinafter "Project(s)")) that CAW contends has or will result in replenishment of the Basin.

2. Watermaster agrees that the Project will result in replenishment of the Basin, and therefore:

(a) Watermaster hereby grants CAW's current request for a Replenishment Credit in the amount of \$12,305,924.00. Such Credit shall be immediately applied to CAW's Replenishment Assessments for Fiscal 2006 (Water Year 05/06), Fiscal Year 2007 (Water Year 06/07) and Fiscal Year 2008 (Water Year 07/08), which total \$10,166,640, subject to the condition that, upon completion and implementation of a water supply augmentation Project, CAW shall provide Watermaster, at no cost to Watermaster, and on a schedule that is Feasible either (1) water for Artificial Replenishment through direct replenishment and/or (2) cause in-lieu replenishment of the Basin by forbearing to produce water to which CAW is entitled as CAW's share of the Native Safe Yield, in an amount equal to CAW's total acre feet of Over-Production for the Water Years 05-06, 06-07, and 07-08, which total is 6,390.1acre feet. Future CAW requests for Replenishment Credit shall be granted subject to the same conditions set forth in this Section 2 (a).

(b) In future Water years Watermaster shall address future requests by CAW for a Replenishment Credit as follows:

- i. For years in which Watermaster declares that water for Artificial Replenishment is not available, Watermaster shall grant CAW's request for a Replenishment Credit for that Water year, subject to CAW's obligation to provide future Artificial Replenishment as set forth in Section 2(a) herein.
- ii. For years in which Watermaster declares that water for Artificial Replenishment is available from sources other than a CAW water supply augmentation Project, Watermaster shall have the option of either: (i) requiring CAW to pay all or part of CAW's Replenishment Assessment for that Water Year for the purpose of providing Watermaster with funds to obtain Artificial Replenishment in sufficient quantities to replenish that quantity of Over-Production for which CAW pays a Replenishment Assessment; or (ii) granting CAW's request for a Replenishment Credit subject to CAW's obligation to provide future Artificial Replenishment as provided for in section 2(a) herein. . If Watermaster is unable to purchase Replenishment Water equal to CAW's total Over-Production for that Water Year,

the Watermaster shall grant CAW a Replenishment Credit for the balance of CAW's Over-Production for that Water year, subject to CAW's obligation to provide future Artificial Replenishment as set forth in Section 2(a) herein.

3. The sum of the acre feet of water to be provided to Watermaster for replenishment either by direct replenishment and/or in-lieu replenishment for each Water Year shall equal the number of acre feet for which CAW is assessed a Replenishment Assessment for the Water Year at issue. In no event shall the total amount of direct replenishment and/or forbearance by CAW be greater than the cumulative total of acre feet of CAW's Over-Production for all Water Years for which CAW is granted Replenishment Credits.

4. Upon completion and implementation of the Project(s), at any stage in CAW's direct replenishment and/or in-lieu replenishment pursuant to conditions set by Watermaster upon granting of Replenishment Credits, CAW shall have the right to request that the Court determine that, based upon principles of the physical solution set forth in the Decision, the Basin has been replenished in an amount sufficient to prevent seawater intrusion or the Basin has been protected by alternative seawater intrusion preventive measures. Upon such determination by the Court, CAW's obligations under conditions set by Watermaster upon granting of Replenishment Credits and any obligation under this Memorandum of Understanding to provide direct replenishment water and/or in-lieu replenishment at no cost to Watermaster shall be deemed fully satisfied.

5. All terms used in this Memorandum of Understanding that are defined terms in the Decision shall be defined herein as set forth in Section III.A of the Decision.

IN WITNESS WHEREOF the Parties hereby agree to the full performance of the terms set forth herein.

SEASIDE BASIN WATERMASTER



Chair, Seaside Basin Watermaster

Date: January 21, 2009

CALIFORNIA AMERICAN WATER



President, California American Water

Date: 1-29-2009

ATTACHMENT 2

AMENDMENT NO. 1
TO THE
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE SEASIDE BASIN WATERMASTER AND CALIFORNIA AMERICAN WATER
DATED
DECEMBER 3, 2008

The Memorandum of Understanding pertaining to the repayment of Replenishment Assessments (December 3, 2008 MOU) between the Seaside Basin Watermaster (Watermaster) and California American Water (CAW), which was entered into pursuant to a motion passed by Watermaster on December 3, 2008 and executed by the Watermaster on January 21, 2009 and by CAW on January 29, 2009, is hereby modified by this Amendment No. 1 (Amendment) as follows:

RECITALS

- A. The December 3 2008 MOU was entered into to comply with and fulfill the conditions of the Amended Decision entered in the case California American Water Company v. City of Seaside et al., Monterey Superior Court, Case No. M66343.
- B. Section 2.a of the December 3, 2008 MOU states in part that "...upon completion and implementation of a water supply augmentation Project, CAW shall provide Watermaster, at no cost to Watermaster, and on a schedule that is feasible [emphasis added] either (1) water for Artificial Replenishment through direct replenishment and/or (2) cause in-lieu replenishment of the Basin by forbearing to produce water to which CAW is entitled as CAW's share of the Native Safe Yield, in an amount equal to CAW's total acre feet of Over-Production for the Water Years 05-06, 06-07, and 07-08, which total is 6,390.1 acre feet. Future CAW requests for Replenishment Credit shall be granted subject to the same conditions set forth in this Section 2 (a)."
- C. CAW is currently prosecuting before the California Public Utilities Commission an application for a Certificate of Public Convenience and Necessity to construct the Monterey Peninsula Water Supply Project ("MPWSP"), as an alternative to the Coastal Water Project.
- D. As of the date of this Amendment, CAW's total Over-Production for all Water years Through Water Year 2012-2013 is 11,981.29 acre feet, and it is anticipated that upon the estimated date on which CAW's MPWSP becomes fully operational, Cal-Am's total Over-Production will be 18,718.17 acre feet.
- E. On November 29, 2012 the Watermaster voted to accept a replenishment repayment schedule proposed by CAW under which the MPWSP would provide potable water to fulfill CAW's replenishment obligations as set forth in the December 3, 2008 MOU.
- F. Watermaster and CAW desire to amend the December 3, 2008 MOU to formalize their agreement that the replenishment repayment schedule proposed by CAW constitutes a "feasible" schedule as referred to in Section 2.a of the December 3, 2008 MOU.

AGREEMENT

Watermaster and CAW agree as follows:

1. Except as modified by the language below, all terms and conditions of the December 3, 2008 MOU are unchanged by this Amendment No. 1 and remain in full force and effect.
2. Beginning October 1 following final completion and acceptance of all MPWSP components (as defined by the relevant MPWSP construction contracts) by CAW, CAW shall commence Artificial Replenishment of the Seaside Basin as follows:
 - a. At the conclusion of the first Water Year after final completion and acceptance of the MPWSP, and each Water Year thereafter, Watermaster shall report, in accordance with the Amended Decision and Watermaster Rules and Regulations:
 - i. The cumulative total of CAW's Overproduction from Water Year 05/06 to date;
 - ii. CAW's Non-Native Water Stored in the Basin;
 - iii. The cumulative total of CAW's prior Artificial Replenishment.
 - b. CAW's Replenishment Obligation shall be fulfilled in accordance with the Replenishment Schedule contained in Attachment "A" hereto. The volume of artificial or in-lieu replenishment shall be based on a running five (5) Water Year average. Should the average volume of artificial or in-lieu replenishment calculated by the Watermaster be less than 700 acre feet annually, and if the Watermaster declares that water for Artificial Replenishment is available from sources other than the CAW Water Supply Project, Watermaster shall have the option of requiring CAW to pay a part of CAW's Outstanding Replenishment Assessment for the purpose of providing Watermaster with funds to obtain Artificial Replenishment in sufficient quantities to replenish that quantity not provided via in-lieu replenishment.
 - c. Should conditions change in the Basin sufficient to indicate that seawater intrusion is occurring, this Replenishment Schedule shall be subject to immediate modification.
 - d. Replenishment Years subsequent to Replenishment Year 25 shall continue at 700 acre-feet annually based on a running 5-year average until CAW's total Replenishment Obligation has been fulfilled.
 - e. In accordance with Section 4 of the December 3, 2008 MOU, at any stage in CAW's replenishment prior to Replenishment Year 25 should the Court determine that the Basin has been replenished in an amount sufficient to prevent seawater intrusion, or the Basin has been protected by alternative seawater intrusion preventive measures, CAW's obligations under conditions set by the December 3, 2008 MOU shall be deemed fully satisfied.
 - f. CAW's total Replenishment Obligation pursuant to the December 3, 2008 MOU shall equal the number of acre feet CAW Overproduced and for which CAW was assessed a Replenishment Assessment beginning with the Water Year 05/06 to the first Water Year after final completion and acceptance of the MPWSP occurs. In no event shall the total amount of Artificial Replenishment by CAW be greater than the cumulative total of acre feet of CAW's Over Production for which CAW was granted Replenishment Credits.

3. All terms used in this Amendment No. 1 that are defined terms in the Amended Decision shall be defined herein as set forth in Section III.A of the Amended Decision.

IN WITNESS WHEREOF the Parties hereby agree to the full performance of the terms and conditions set forth in this Amendment No. 1.

SEASIDE BASIN WATERMASTER

CALIFORNIA AMERICAN WATER

Chair, Seaside Basin Watermaster

President, California American Water

Date: _____

Date: _____

ATTACHMENT “A”

REPLENISHMENT SCHEDULE

REPLENISHMENT YEAR	ARTIFICIAL REPLENISHMENT (AFA)	IN-LIEU REPLENISHMENT (AFA)
1		700
2		700
3		700
4		700
5		700
6		700
7		700
8		700
9		700
10		700
11		700
12		700
13		700
14		700
15		700
16		700
17		700
18		700
19		700
20		700
21		700
22		700
23		700
24		700
25		700
--		700