



WATER FACILITIES AUTHORITY

1775 North Benson Avenue • Upland, CA 91784
Phone (909) 981-9454 • Fax (909) 981-6760

June 14, 2016

Matthew Ballantyne, City Manager
City of Chino

Rad Bartlam, City Manager
City of Chino Hills

Al Boling, City Manager
City of Ontario

Rod Butler, City Manager
City of Upland

Mark Kinsey, General Manager
Monte Vista Water District

Letter Agreement – WFA Aggregated Conservation Standard Certification

Dear Member Agency Managers:

This letter (“Letter Agreement”) memorializes the agreement between the Water Facilities Authority (“WFA”) and all of its member agencies relating to the submittal of an aggregated conservation standard to the State Water Resources Control Board (“State Board”) under the State Board’s Emergency Water Conservation Regulation adopted May 18, 2016 (“Emergency Regulation”, attached as Exhibit A).

BACKGROUND AND PURPOSE OF LETTER AGREEMENT

The City of Chino, the City of Chino Hills, the City of Ontario, the City of Upland, and the Monte Vista Water District (“MVWD”) (collectively, “Member Agencies”) are member agencies and joint owners of the WFA, a joint exercise of powers authority formed in 1980 under California Government Code Section 6500 et seq. to provide water supply and distribution services to its Member Agencies. The WFA receives raw State Water Project imported surface water from Metropolitan Water District of Southern California through Inland Empire Utilities Agency, treats the raw surface water to state and federal drinking water standards at its Agua de Lejos Water Treatment Plant, and delivers the treated water to its five member agencies.

On May 18, 2016, the State Board adopted Resolution No. 2016-0029 which, among other provisions, adopts California Code of Regulations, title 23, section 864.5, allowing urban water agencies to submit a self-certification of supply reliability as a revised conservation standard under the Emergency Regulation. As an alternative approach, Section 864.5(f) states: “If a wholesaler and all of its urban water supplier customers agree, in a legally-binding document, those suppliers and wholesaler may submit to the board, in lieu of the individualized self-certified conservation standard...an aggregated conservation standard, with all supporting documentation required for individualized self-certified conservation standards by section 864.5.” (See highlighted portion of Exhibit A.) The Emergency Regulation went into effect May 31, 2016 and will expire February 28, 2017.

The State Board has developed required processes and required forms for water wholesalers and urban retail suppliers to use when complying with Section 864.5, including subsection (f). (See “Water Supply Reliability Certification and Data Submission Form,” attached as Exhibit B; “Description of Worksheet 2,” attached as Exhibit C; and “Worksheet 2: Calculation for Aggregated Self-Certification Conservation Standard, attached as Exhibit D.)

TERMS AND CONDITIONS OF LETTER AGREEMENT

1. Intent and Obligations. WFA and its Member Agencies (collectively, “Parties,” or individually as “Party”) agree to execute this Letter Agreement as a legally binding document to implement the provision in the Emergency Regulation allowing urban water suppliers and their wholesaler to submit to the State Board an aggregated conservation standard in lieu of the individualized self-certified conservation standards provided in Section 864.5(a). (23 Cal. Code Regs., § 864.5(f).) The Parties agree to a collective submittal of all information and forms required by the State Board to comply with the aggregated conservation standard provisions in the Emergency Regulation. (See Exhibits B, C and D.) The Parties intend that this aggregated conservation standard certification shall be submitted in lieu of each Member Agency’s respective individual conservation standard certification.

The Parties agree that they have and will continue to coordinate to collect relevant data and documentation for submittal of this aggregated conservation standard to the State Board prior to June 22, 2016, as required under the Emergency Regulation. (23 Cal. Code Regs., § 864.5.) The Parties designate MVWD to submit all aggregated conservation standard data and documentation on behalf of the Parties to the State Board. MVWD shall receive written approval from authorized representatives of all Parties prior to submittal of any information to the State Board. A copy of the draft submittal documentation, subject to change, is attached to this Letter Agreement as Exhibit E.

2. Parties’ Authority. The individuals executing this Letter Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and execute this Letter Agreement on behalf of the respective Parties. The Parties shall have no authority, express or implied, to act on behalf of any other Party or Parties as an agent, or to bind any other Party or Parties to any obligation, unless specifically authorized by this Letter Agreement or subsequent written agreements by the Parties. The Parties shall be solely responsible for the liability and performance of any of their employees, agents or subcontractors under this Letter Agreement. Nothing in this Letter Agreement shall be construed to give any rights or benefits to anyone other than the Parties.

3. Effective Date and Term. This Letter Agreement shall become effective when signed by each of the Parties hereto (“Effective Date”). This Letter Agreement shall remain in effect until the Emergency Regulation expires on February 28, 2017, and if the Emergency Regulation’s aggregated conservation standard provisions are extended by the State Board beyond February 28, 2017, this Letter Agreement shall remain in effect for the duration of such an extension. Should there be any material change to the applicability of section 864.5(f) and the ability for the Parties to submit self-certification through WFA, the Parties shall meet to determine whether this Letter Agreement can be amended to meet any future State Board potable water use reporting requirements. Any Party may terminate this Agreement, with or without cause, at any time by giving ten (10) days’ written notice of termination to the other Parties. In addition, each Party

expressly reserves the right to submit a self-certified conservation standard to the State Board so long as it gives five (5) days' written notice to each Party.

4. General. This Letter Agreement may not be modified or altered except in writing signed by all Parties. The Exhibits referenced in and attached to this Letter Agreement are hereby incorporated herein by this reference. This Letter Agreement may be executed in one or more counterparts, each of which shall be deemed an original. If any term or provision of this Letter Agreement shall be held invalid or unenforceable, the remainder of this Letter Agreement shall not be affected. This Letter Agreement shall be binding upon and shall inure to the benefit of the voluntary and involuntary successors and assigns of the Parties hereto. If any Party (or Parties) to this Letter Agreement commences an action against another Party (or Parties) to this Letter Agreement, either legal, administrative or otherwise, arising out of or in connection with this Letter Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party or Parties reasonable attorneys' fees and all other costs of such action. This Letter Agreement represents the entire understanding of the Parties as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered in this Letter Agreement. This Letter Agreement shall be interpreted in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the Parties approve and agree to this Letter Agreement, and have caused this Letter Agreement to be duly executed by their respective representatives as of the Effective Date.

WATER FACILITIES AUTHORITY

CITY OF CHINO

By: 
Terry Catlin, General Manager

By: _____
Matthew Ballantyne, City Manager

Dated: 06/14/2016

Dated: _____

CITY OF CHINO HILLS

CITY OF ONTARIO

By: _____
Rad Bartlam, City Manager

By: _____
Al Boling, City Manager

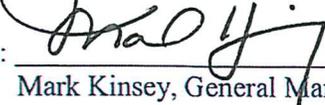
Dated: _____

Dated: _____

CITY OF UPLAND

MONTE VISTA WATER DISTRICT

By: _____
Rod Butler, City Manager

By: 
Mark Kinsey, General Manager

Dated: _____

Dated: 6/15/2016

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CITY OF ONTARIO

By: _____
Rad Bartlam, City Manager

By: _____
Al Boling, City Manager

Dated: _____

Dated: _____

CITY OF UPLAND

MONTE VISTA WATER DISTRICT

By: Rod B. Butler
Rod Butler, City Manager

By: _____
Mark Kinsey, General Manager

Dated: 6/14/2016

Dated: _____

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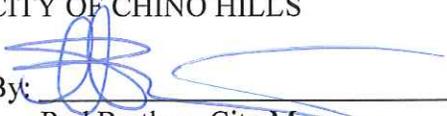
By: _____
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Dated: _____

Dated: _____

CITY OF CHINO HILLS

CITY OF ONTARIO

By:  _____
Rad Bartlam, City Manager

By: _____
Al Boling, City Manager

Dated: 6-15-16 _____

Dated: _____

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Mark Kinsey, General Manager

Dated: _____

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Exhibit A:

Emergency Water Conservation Regulation

ADOPTED TEXT OF EMERGENCY REGULATION

Article 22.5. Drought Emergency Water Conservation.

Sec. 863. Findings of Drought Emergency.

(a) The State Water Resources Control Board finds as follows:

(1) On January 17, 2014, the Governor issued a proclamation of a state of emergency under the California Emergency Services Act based on drought conditions;

(2) On April 25, 2014, the Governor issued a proclamation of a continued state of emergency under the California Emergency Services Act based on continued drought conditions;

(3) On April 1, 2015, the Governor issued an Executive Order that, in part, directs the State Board to impose restrictions on water suppliers to achieve a statewide 25 percent reduction in potable urban usage through February, 2016; require commercial, industrial, and institutional users to implement water efficiency measures; prohibit irrigation with potable water of ornamental turf in public street medians; and prohibit irrigation with potable water outside newly constructed homes and buildings that is not delivered by drip or microspray systems;

(4) On November 13, 2015, the Governor issued an Executive Order that directs the State Board to, if drought conditions persist through January 2016, extend until October 31, 2016 restrictions to achieve a statewide reduction in potable usage;

(5) On May 9, 2016, the Governor issued an Executive Order that directs the State Board to adjust and extend its emergency water conservation regulations through the end of January 2017 in recognition of the differing water supply conditions for many communities;

~~(56)~~ The drought conditions that formed the basis of the Governor's emergency proclamations continue to exist; and

~~(67)~~ The drought conditions will likely continue for the foreseeable future and additional action by both the State Water Resources Control Board and local water suppliers will likely be necessary to prevent waste and unreasonable use of water and to further promote conservation.

Authority: Section 1058.5, Water Code.

References: Article X, Section 2, California Constitution; Sections 102, 104, 105, and 275, Water Code; *Light v. State Water Resources Control Board* (2014) 226 Cal.App.4th 1463.

Sec. 864. End-User Requirements in Promotion of Water Conservation.

(a) To prevent the waste and unreasonable use of water and to promote water conservation, each of the following actions is prohibited, except where necessary to address an immediate health and safety need or to comply with a term or condition in a permit issued by a state or federal agency:

(1) The application of potable water to outdoor landscapes in a manner that causes runoff such that water flows onto adjacent property, non-irrigated areas, private and public walkways, roadways, parking lots, or structures;

(2) The use of a hose that dispenses potable water to wash a motor vehicle, except where the hose is fitted with a shut-off nozzle or device attached to it that causes it to cease dispensing water immediately when not in use;

(3) The application of potable water to driveways and sidewalks;

(4) The use of potable water in a fountain or other decorative water feature, except where the water is part of a recirculating system;

(5) The application of potable water to outdoor landscapes during and within 48 hours after measurable rainfall;

(6) The serving of drinking water other than upon request in eating or drinking establishments, including but not limited to restaurants, hotels, cafes, cafeterias, bars, or other public places where food or drink are served and/or purchased;

(7) The irrigation with potable water of ornamental turf on public street medians; and

(8) The irrigation with potable water of landscapes outside of newly constructed homes and buildings in a manner inconsistent with regulations or other requirements established by the California Building Standards Commission and the Department of Housing and Community Development.

(b) To promote water conservation, operators of hotels and motels shall provide guests with the option of choosing not to have towels and linens laundered daily. The hotel or motel shall prominently display notice of this option in each guestroom using clear and easily understood language.

(c) ~~Immediately upon~~ Upon this subdivision taking effect, all commercial, industrial and institutional properties that use a water supply, any portion of which is from a source other than a water supplier subject to section 864.5 or 865 of this article, shall either:

(1) Limit outdoor irrigation of ornamental landscapes or turf with potable water to no more than two days per week; or

(2) Target potable water use reductions commensurate with those required of the nearest urban water supplier under section 864.5 or, if applicable, section 865. Where this option is chosen, these properties shall implement the reductions on or before July 1, 2016.

~~(2) Reduce potable water usage supplied by sources other than a water supplier by 25 percent for the months of June 2015 through October 2016 as compared to the amount used from those sources for the same months in 2013.~~

(d) The taking of any action prohibited in subdivision (a) or (e), or the failure to take any action required in subdivision (b) or (c), is an infraction punishable by a fine of up to five hundred dollars (\$500) for each day in which the violation occurs. The fine for the infraction is in addition to, and does not supersede or limit, any other remedies, civil or criminal.

(e)(1) To prevent the waste and unreasonable use of water and to promote water conservation, any homeowners' association or community service organization or similar entity is prohibited from:

(A) Taking or threatening to take any action to enforce any provision of the governing documents or architectural or landscaping guidelines or policies of a common interest development where that provision is void or unenforceable under section 4735, subdivision (a) of the Civil Code; or

(B) Imposing or threatening to impose a fine, assessment, or other monetary penalty against any owner of a separate interest for reducing or eliminating the watering of vegetation or lawns during a declared drought emergency, as described in section 4735, subdivision (c) of the Civil Code.

(2) As used in this subdivision:

(A) "Architectural or landscaping guidelines or policies" includes any formal or informal rules other than the governing documents of a common interest development.

(B) "Homeowners' association" means an "association" as defined in section 4080 of the Civil Code.

(C) "Common interest development" has the same meaning as in section 4100 of the Civil Code.

(D) "Community service organization or similar entity" has the same meaning as in section 4110 of the Civil Code.

(E) "Governing documents" has the same meaning as in section 4150 of the Civil Code.

(F) "Separate interest" has the same meaning as in section 4185 of the Civil Code.

(3) If a disciplinary proceeding or other proceeding to enforce a rule in violation of subdivision (e)(1) is initiated, each day the proceeding remains pending shall constitute a separate violation of this regulation.

Authority: Section 1058.5, Water Code.

References: Article X, Section 2, California Constitution; Sections 4080, 4100, 4110, 4150, 4185, and 4735, Civil Code; Sections 102, 104, 105, 275, 350, and 10617, Water Code; *Light v. State Water Resources Control Board* (2014) 226 Cal.App.4th 1463.

Sec. 864.5. Self-Certification of Supply Reliability for Three Additional Years of Drought.

(a) To prevent the waste and unreasonable use of water and to meet the requirements of the Governor's May 9, 2016 Executive Order, each urban water supplier shall:

(1) Identify and report no later than June 22, 2016, on a form provided by the Board, the conservation standard that the supplier will be required to meet under this section;

(2) Identify and report no later than June 22, 2016, on a form provided by the Board, the data and underlying analysis relied upon by the supplier to determine the conservation standard reported pursuant to this subdivision including, but not limited to identification of each source of supply the supplier intends to rely on and the quantity of water available under that source of supply given the assumptions of this section;

(3) Certify, no later than June 22, 2016, that the conservation standard reported pursuant to this subdivision is based on the information and assumptions identified in this section;

(4) Post, within two weeks of submittal to the board, the data and underlying analysis relied upon by the supplier to determine the conservation standard reported pursuant to this subdivision to a publicly-accessible webpage; and

(5) Beginning June 1, 2016, reduce its total potable water production by the percentage identified as its conservation standard in this section each month, compared to the amount used in the same month in 2013.

(b) Each urban water supplier's conservation standard pursuant to this section shall be the percentage by which the supplier's total potable water supply is insufficient to meet the total potable water demand in the third year after this section takes effect under the following assumptions:

(1) The next three years' precipitation is the same as it was in water years 2013-2015;

(2) No temporary change orders that increase the availability of water to any urban water supplier are issued in the next three years;

(3) The supplier's total potable water demand for each of the next three years will be the supplier's average annual total potable water production for the years 2013 and 2014;

(4) The supplier's total potable water supply shall include only water sources of supply available to the supplier that could be used for potable drinking water purposes;

(5) Each urban water supplier's conservation standard shall be calculated as a percentage and rounded to the nearest whole percentage point.

(c) The Board will reject conservation standards that do not meet the requirements of this section.

(d) Beginning June 1, 2016, each urban water supplier shall comply with the conservation standard it identifies and reports pursuant to this section.

(e) Compliance with the conservation standard reported pursuant to this section shall be measured monthly and assessed on a cumulative basis through January 2017.

(f) If a wholesaler and all of its urban water supplier customers agree, in a legally-binding document, those suppliers and wholesaler may submit to the board, in lieu of the individualized self-certified conservation standard applicable pursuant to section 864.5 or section 865, an aggregated conservation standard, with all supporting documentation required for individualized self-certified conservation standards by section 864.5.

(g) Each urban water wholesaler shall calculate, to the best of its ability, and no later than June 15, 2016, the volume of water that it expects it would deliver to each urban water supplier in each of the next three years under the assumptions identified in subdivision (b), and post that calculation, and the underlying analysis, to a publicly-accessible webpage.

(h) Submitting any information pursuant to this section that the person who submits the information knows or should have known is materially false is a violation of this regulation, punishable by civil liability of up to five hundred dollars (\$500) for each day in which the violation occurs. Every day that the error goes uncorrected constitutes a separate violation. Civil liability for the violation is in addition to, and does not supersede or limit, any other remedies, civil or criminal.

(i) Any urban water supplier that does not comply with this section shall comply with the applicable conservation standard identified in section 865.

Authority: Section 1058.5, Water Code.

References: Article X, Section 2, California Constitution; Sections 102, 104, 105, 275, 350, 1846, 10617 and 10632, Water Code; *Light v. State Water Resources Control Board* (2014) 226 Cal.App.4th 1463.

Sec. 865. Mandatory Actions by Water Suppliers.

(a) As used in this ~~section~~article:

(1) “Distributor of a public water supply” has the same meaning as under section 350 of the Water Code, except it does not refer to such distributors when they are functioning solely in a wholesale capacity, but does apply to distributors when they are functioning in a retail capacity.

(2) “R-GPCD” means residential gallons per capita per day.

(3) “Total potable water production” means all potable water that enters into a water supplier’s distribution system, excluding water placed into storage and not withdrawn for use during the reporting period, or water exported outside the supplier’s service area.

(4) “Urban water supplier” means a supplier that meets the definition set forth in Water Code section 10617, except it does not refer to suppliers when they are functioning solely in a wholesale capacity, but does apply to suppliers when they are functioning in a retail capacity.

(5) “Urban water wholesaler” means a wholesaler of water to more than one urban water supplier.

(6) “Water year” means the period from October 1 through the following September 30. Where a water year is designated by year number, the designation is by the calendar year number in which the water year ends.

(b) In furtherance of the promotion of water conservation each urban water supplier shall:

(1) Provide prompt notice to a customer whenever the supplier obtains information that indicates that a leak may exist within the end-user’s exclusive control.

(2) Prepare and submit to the State Water Resources Control Board by the 15th of each month a monitoring report on forms provided by the Board. The monitoring report shall include the amount of potable water the urban water supplier produced, including water provided by a wholesaler, in the preceding calendar month and shall compare that amount to the amount produced in the same calendar month in 2013. The monitoring report shall specify the population served by the urban water supplier, the percentage of water produced that is used for the residential sector, descriptive statistics on water conservation compliance and enforcement efforts, the number of days that outdoor irrigation is allowed, and monthly commercial, industrial and institutional sector use. The monitoring report shall also estimate the gallons of water per person per day used by the residential customers it serves.

(c)(1) To prevent the waste and unreasonable use of water and to meet the requirements of the Governor’s ~~November 13, 2015~~May 9, 2016 Executive Order, each urban water supplier that fails to identify a conservation standard as required under section 864.5, or that has a conservation standard rejected by the Board under section

864.5, shall reduce its total potable water production by the percentage identified as its conservation standard in this ~~subdivision~~section. Each urban water supplier's conservation standard considers its service area's relative per capita water usage.

~~(2) Each urban water supplier whose source of supply does not include groundwater or water imported from outside the hydrologic region in which the water supplier is located, and that has a minimum of four years' reserved supply available, may submit to the Executive Director for approval a request that, in lieu of the reduction that would otherwise be required under paragraphs (3) through (10), the urban water supplier shall reduce its total potable water production by 4 percent for each month as compared to the amount used in the same month in 2013. Any such request shall be accompanied by information showing that the supplier's sources of supply do not include groundwater or water imported from outside the hydrologic region and that the supplier has a minimum of four years' reserved supply available.~~

~~(3) Each urban water supplier whose average July-September 2014 R-GPCD was less than 65 shall reduce its total potable water production by 8 percent for each month as compared to the amount used in the same month in 2013.~~

~~(4) Each urban water supplier whose average July-September 2014 R-GPCD was 65 or more but less than 80 shall reduce its total potable water production by 12 percent for each month as compared to the amount used in the same month in 2013.~~

~~(5) Each urban water supplier whose average July-September 2014 R-GPCD was 80 or more but less than 95 shall reduce its total potable water production by 16 percent for each month as compared to the amount used in the same month in 2013.~~

~~(6) Each urban water supplier whose average July-September 2014 R-GPCD was 95 or more but less than 110 shall reduce its total potable water production by 20 percent for each month as compared to the amount used in the same month in 2013.~~

~~(7) Each urban water supplier whose average July-September 2014 R-GPCD was 110 or more but less than 130 shall reduce its total potable water production by 24 percent for each month as compared to the amount used in the same month in 2013.~~

~~(8) Each urban water supplier whose average July-September 2014 R-GPCD was 130 or more but less than 170 shall reduce its total potable water production by 28 percent for each month as compared to the amount used in the same month in 2013.~~

~~(9) Each urban water supplier whose average July-September 2014 R-GPCD was 170 or more but less than 215 shall reduce its total potable water production by 32 percent for each month as compared to the amount used in the same month in 2013.~~

~~(10) Each urban water supplier whose average July-September 2014 R-GPCD was 215 or more shall reduce its total potable water production by 36 percent for each month as compared to the amount used in the same month in 2013.~~

(d)(1) Beginning June 1, 2015, each urban water supplier that does not submit a self-certification in compliance with section 864.5 shall comply with the conservation standard specified in subdivision (c), with any modifications to the conservation standard pursuant to subdivision (f) applying beginning March 1, 2016.

(2) Compliance with the requirements of this subdivision shall be measured monthly and assessed on a cumulative basis through ~~October 2016~~January 2017.

(e)(1) Each urban water supplier that provides potable water for commercial agricultural use meeting the definition of Government Code section 51201, subdivision (b), may subtract the amount of water provided for commercial agricultural use from its

potable water production total, provided that any urban water supplier that subtracts any water provided for commercial agricultural use from its total potable water production shall:

(A) Impose reductions determined locally appropriate by the urban water supplier, after considering the applicable urban water supplier conservation standard specified in subdivision (c), for commercial agricultural users meeting the definition of Government Code section 51201, subdivision (b) served by the supplier;

(B) Report its total potable water production pursuant to subdivision (b)(2) of this section, the total amount of water supplied for commercial agricultural use, and shall identify the reduction imposed on its commercial agricultural users and each recipient of potable water for commercial agricultural use;

(C) Certify that the agricultural uses it serves meet the definition of Government Code section 51201, subdivision (b); and

(D) Comply with the Agricultural Water Management Plan requirement of paragraph 12 of the April 1, 2015 Executive Order for all commercial agricultural water served by the supplier that is subtracted from its total potable water production.

(2) Submitting any information pursuant to subdivision (e)(1)(B) or (C) of this section that is found to be materially false by the Board is a violation of this regulation, punishable by civil liability of up to five hundred dollars (\$500) for each day in which the violation occurs. Every day that the error goes uncorrected constitutes a separate violation. Civil liability for the violation is in addition to, and does not supersede or limit, any other remedies, civil or criminal.

(f) In consideration of the differences in climate affecting different parts of the state, growth experienced by urban areas and significant investments that have been made by some suppliers towards creating new, local, drought-resilient sources of potable water supply, an urban water supplier's conservation standard identified in subdivision (c) shall be reduced by an amount, not to exceed eight (8) percentage points total, as follows:

(1) For an urban water supplier whose service area evapotranspiration (ET_o) for the months of July through September exceeds the statewide average evapotranspiration, as determined by the Board, for the same months by five (5) percent or more, the supplier's conservation standard identified in subdivision (c) shall be reduced:

(A) By two (2) percentage points if the supplier's service area evapotranspiration exceeds the statewide average by five (5) percent or more but less than ten (10) percent;

(B) By three (3) percentage points if the supplier's service area evapotranspiration exceeds the statewide average by ten (10) percent or more but less than twenty (20) percent;

(C) By four (4) percentage points if the supplier's service area evapotranspiration exceeds the statewide average by twenty (20) percent or more.

(D) Statewide average evapotranspiration is calculated as the arithmetic mean of all urban water suppliers' service area default evapotranspiration values for the months of July through September. Default service area evapotranspiration will be based on the California Irrigation Management System (CIMIS) ET_o Zones Map zone for which the supplier's service area has the greatest area of overlap. In lieu of applying its default service area evapotranspiration, a supplier may use specific data from CIMIS stations within its service area that have at least a five-year period of record, or a three year continuous period of record, to identify a more specifically-applicable evapotranspiration

for its service area. If no CIMIS station exists within the supplier's service area, a weather station of comparable accuracy, meeting the preceding period of record requirements, may be used. To qualify for the in-lieu climate adjustment, the supplier shall submit the following data to the Board by March 15, 2016 for each station: station ID; station location; and monthly average evapotranspiration, in inches per month, for July, August, and September for either the five-year period of record or the three-year continuous period of record.

(2) To account for water efficient growth experienced in the state since 2013, urban water suppliers' conservation standards shall be reduced by the product of the percentage change in potable water production since 2013 and the percentage reduction in potable water use required pursuant to subdivision (c), rounded to the nearest whole percentage point. Change in potable water production since 2013 shall be calculated as the sum of the following:

(A) The number of additional permanent residents served since January 1, 2013, multiplied by the average residential water use per person for that supplier's service area during the months of February through October, 2015, in gallons; and

(B) The number of new commercial, industrial and institutional connections since January 1, 2013, multiplied by the average commercial, industrial and institutional water use per connection for that supplier's service area during the months of February through October, 2015, in gallons.

(C) To qualify for the growth credit the supplier shall submit to the Board the following data by March 15, 2016: the number of additional permanent residents served since January 1, 2013 and the number of new commercial, industrial and institutional connections since January 1, 2013.

(3) For an urban water supplier that supplies, contracts for, or otherwise financially invests in, water from a new local, drought-resilient source of supply, the use of which does not reduce the water available to another legal user of water or the environment, the conservation standard identified in subdivision (c) shall be reduced:

(A) By one (1) percentage point if the supplier's qualifying source of supply is one (1) percent or more but less than two (2) percent of the supplier's total potable water production;

(B) By two (2) percentage points if the supplier's qualifying source of supply is two (2) percent or more but less than three (3) percent of the supplier's total potable water production;

(C) By three (3) percentage points if the supplier's qualifying source of supply is three (3) percent or more but less than four (4) percent of the supplier's total potable water production;

(D) By four (4) percentage points if the supplier's qualifying source of supply is four (4) percent or more but less than five (5) percent of the supplier's total potable water production;

(E) By five (5) percentage points if the supplier's qualifying source of supply is five (5) percent or more but less than six (6) percent of the supplier's total potable water production;

(F) By six (6) percentage points if the supplier's qualifying source of supply is six (6) percent or more but less than seven (7) percent of the supplier's total potable water production;

(G) By seven (7) percentage points if the supplier's qualifying source of supply is seven (7) percent or more but less than eight (8) percent of the supplier's total potable water production;

(H) By eight (8) percentage points if the supplier's qualifying source of supply is eight (8) percent or more of the supplier's total potable water production.

(I) To qualify for this reduction the supplier must certify, and provide documentation to the Board upon request demonstrating, the percent of its total potable water production that comes from a local, drought-resilient source of supply developed after 2013, the supplier's investment in that local, drought-resilient source of supply, and that the use of that supply does not reduce the water available to another legal user of water or the environment. To qualify for this reduction an urban water supplier shall submit the required certification to the Board by March 15, 2016.

(J) Certifications that do not meet the requirements of subdivision (f)(3)(I), including certifications for which documentation does not support that the source of supply is a local, drought-resilient source of supply, the use of which does not reduce the water available to another legal user of water or the environment, will be rejected. Submitting a certification or supporting documentation pursuant to subdivision (f)(3)(I) that is found to be materially false by the Board is a violation of this regulation, punishable by civil liability of up to five hundred dollars (\$500) for each day in which the violation occurs. Every day that the error goes uncorrected constitutes a separate violation. Civil liability for the violation is in addition to, and does not supersede or limit, any other remedies, civil or criminal.

(4) No urban water supplier's conservation standard pursuant to this section shall drop below eight (8) percent as a consequence of the reductions identified in this subdivision. ~~No reduction pursuant to this subdivision shall be applied to any urban water supplier whose conservation standard is four (4) percent based on subdivision (e)(2).~~

~~(g)(1)~~ To prevent waste and unreasonable use of water and to promote water conservation, each distributor of a public water supply that is not an urban water supplier shall ~~take one or more of the following actions:~~

(1) Provide prompt notice to a customer whenever the supplier obtains information that indicates that a leak may exist within the end-user's exclusive control; and

~~—— (A) Limit outdoor irrigation of ornamental landscapes or turf with potable water by the persons it serves to no more than two days per week; or~~

~~—— (B) Reduce by 25 percent its total potable water production relative to the amount produced in 2013.~~

(2) Each distributor of a public water supply that is not an urban water supplier shall submit a report by ~~September~~ December 15, 2016, on a form provided by the Board, that either confirms compliance with subdivision (g)(1)(A) or identifies total potable water production, by month, from December, 2015 through ~~August~~ November, 2016, and total potable water production, by month, for the same months in 2013, and any actions taken by the supplier to encourage or require its customers to conserve water.

Authority: Section 1058.5, Water Code.

References: Article X, Section 2, California Constitution; Sections 102, 104, 105, 275, 350, 1846, 10617 and 10632, Water Code; *Light v. State Water Resources Control Board* (2014) 226 Cal.App.4th 1463.

Sec. 866. Additional Conservation Tools.

(a)(1) To prevent the waste and unreasonable use of water and to promote conservation, when a water supplier does not meet its conservation standard required by section 864.5 or section 865 the Executive Director, or the Executive Director's designee, may issue conservation orders requiring additional actions by the supplier to come into compliance with its conservation standard.

(2) A decision or order issued under this article by the Board or an officer or employee of the Board is subject to reconsideration under article 2 (commencing with section 1122) of chapter 4 of part 1 of division 2 of the Water Code.

(b) The Executive Director, or his designee, may issue an informational order requiring water suppliers, or commercial, industrial or institutional properties that receive any portion of their supply from a source other than a water supplier subject to section 864.5 or 865, to submit additional information relating to water production, water use or water conservation. The failure to provide the information requested within 30 days or any additional time extension granted is a violation subject to civil liability of up to \$500 per day for each day the violation continues pursuant to Water Code section 1846.

(c) Orders issued under previous versions of this ~~subdivision~~section shall remain in effect and shall be enforceable as if adopted under this version. Changes in the requirements of this article do not operate to void or excuse noncompliance with orders issued before those requirements were changed.

Authority: Section 1058.5, Water Code.

References: Article X, Section 2, California Constitution; Sections 100, 102, 104, 105, 174, 186, 187, 275, 350, 1051, 1122, 1123, 1825, 1846, 10617 and 10632, Water Code; *Light v. State Water Resources Control Board* (2014) 226 Cal.App.4th 1463.

Exhibit B:

**Water Supply Reliability Certification and
Data Submission Form**

Worksheet 1 : Total available water supply for individual water supplier

Step 2 of Water Supply Reliability Certification and Data Submission Form

Select supplier << Enter name of urban water supplier

User Input Instructions

- (1) Please select units of measure from the dropdown menu.
- (2) Enter information on available water supplies and supplies committed to other uses.

LEGEND:

User Input or Selection	
Linked from User Input	

Select units from menu << Select units of measure

Available Water Supplies

Sources of Supply	Name of Provider(s) or Description	Source used in prior years?	Water Available in			Wholesaler information	Wholesaler Water System Number**
			WY 2017 *	WY 2018 *	WY 2019	Direct Web Link	
WHOLESALE SUPPLIED >> Provide direct web link(s) to information on the volume of water the wholesaler expects to deliver to the retailer water supplier in each year.							
Wholesaler 1		Select Y/N					
Wholesaler 2		Select Y/N					
Wholesaler 3		Select Y/N					
Wholesaler 4		Select Y/N					
Wholesaler 5		Select Y/N					
SELF-SUPPLIED							
Water Recycling (potable)		Select Y/N					
Surface water: SWP		Select Y/N					
Surface water: CVP		Select Y/N					
Surface water: Colorado River		Select Y/N					
Surface water: other (describe)		Select Y/N					
Surface water: other (describe)		Select Y/N					
Local Groundwater		Select Y/N					
Seawater Desalination		Select Y/N					
Transfers		Select Y/N					
Exchanges		Select Y/N					
Other (describe):		Select Y/N					
SUBTOTAL of available supplies (in units selected)			-	-	-		

<< To add more self-supplied sources, insert as many rows

* Any carryover from one year is incorporated in the supply of the following year, as legally allowed.

** Look up Water system number at this link: <https://sdwis.waterboards.ca.gov/PDWW/>

Rows can be inserted to account for other sources of supply (e.g., desalination of brackish water, banked water)

If a source has not been used in prior years, e.g., a new treatment facility will be constructed, supporting documentation must document when the new source will be fully implemented.

Water Supplies Committed to Other Uses (Not Available)

Other Uses	Describe	Quantity in WY 2017	Quantity in WY 2018	Quantity in WY 2019
Agriculture				
Commercial, industrial or institutional				
New residential customers				
Transfers				

Other:				
Other:				
	SUBTOTAL of supplies not available (in units selected)	-	-	-

TOTAL available water supply (in units selected)	-	-	-
--	---	---	---

(Subtotal of available supplies minus subtotal of supplies committed to other uses)

>>> Please enter values calculated below in Step 2 of the online form

TOTAL available water supply converted to acre feet	FALSE	FALSE	FALSE
---	-------	-------	-------

>> If error, verify you have selected units of measure

Exhibit C:

Description of Worksheet 2

Description of Worksheet 2

Version Date: 6/9/2016

PURPOSE

This worksheet is intended for calculating aggregated self-certification conservation standards (wholesaler and all its urban water supplier customers).

Information must be submitted by June 22, 2016.

HOW TO USE WORKSHEET 2

Identify all urban supplier customers of the wholesaler, and fill in the Average Annual Potable Water Demand (from Step 1) and Potable Water Supply in WY 2019 (from Step 2) for each supplier.

Section 864.5(f) If a wholesaler and all of its urban water supplier customers agree, in a legally-binding document, those suppliers and wholesaler may submit to the board, in lieu of the individualized self-certified conservation standard applicable pursuant to section 864.5 or section 865, an aggregated conservation standard, with all supporting documentation required for individualized self-certified conservation standards by section 864.5.

Calculated values are to be entered in Step 3.2 , and the completed Worksheet 2 upload with the Water Supply Reliability Certification Form.

A legally binding document between a wholesaler and all urban water supplier customers must also be uploaded.

The entity completing this form must send a completed form to each participant listed and to the State Water Board (only one copy).

Either upload the form (Step 5 of the online Water Supply Reliability form) at: <http://drinc.ca.gov/dnn/applications/publicwatersystems/waterreliabilitycertificat> or email the form to Kathy.frevert@waterboards.ca.gov and include: "worksheet2" in the subject line.

LAYOUT OF WORKSHEET 2

The following cell color-coding format is used to direct the user as to how a cell functions and where the user can or should enter data.

CELL LEGEND:

Cell Type	Cell Color
User Input	Users provide inputs to yellow colored cells or may have a drop-down menu to select an option
Autogenerated Value	NO ACTION: Green-colored cells are contain values based on formulas

>>> CLICK ON TAB "Worksheet 2" TO BEGIN

Exhibit D:

Worksheet 2: Calculation for Aggregated Self-Certification Conservation Standard

Exhibit E:

Draft Submittal Documentation
(subject to change)

Worksheet 1 : Total available water supply for individual water supplier

Step 2 of Water Supply Reliability Certification and Data Submission Form

<< Enter name of urban water supplier

User Input Instructions

- (1) Please select units of measure from the dropdown menu.
- (2) Enter information on available water supplies and supplies committed to other uses.

LEGEND:

User Input or Selection	
Linked from User Input	

<< Select units of measure

Available Water Supplies

Sources of Supply	Name of Provider(s) or Description	Source used in prior years?	Water Available in			Wholesaler information	Wholesaler Water System Number**
			WY 2017 *	WY 2018 *	WY 2019	Direct Web Link	
WHOLESALER SUPPLIED >> Provide direct web link(s) to information on the volume of water the wholesaler expects to deliver to the retailer water supplier in each year.							
Wholesaler 1	Water Facilities Authority	Yes	4,096.0	3,918.0	3,453.0	https://18x37n2ovtbb3434n4	CA3610006
Wholesaler 2	Chino Desalter Authority	Yes	5,000.0	5,000.0	5,000.0	http://chinodesalter.org/Docu	CA3610075; CA3310083
Wholesaler 3		Select Y/N					
Wholesaler 4		Select Y/N					
Wholesaler 5		Select Y/N					
SELF-SUPPLIED							
Water Recycling (potable)		Select Y/N					
Surface water: SWP		Select Y/N					
Surface water: CVP		Select Y/N					
Surface water: Colorado River		Select Y/N					
Surface water: other (describe)		Select Y/N					
Surface water: other (describe)		Select Y/N					
Local Groundwater	Chino Groundwater Basin	Yes	16,213.5	15,478.4	15,478.4		<< Complete groundwater tab
Seawater Desalination		Select Y/N					
Transfers		Select Y/N					
Exchanges		Select Y/N					
Other (describe):		Select Y/N					<< To add more self-supplied sources, insert as many rows
SUBTOTAL of available supplies (in units selected)			25,309.5	24,396.4	23,931.4		

* Any carryover from one year is incorporated in the supply of the following year, as legally allowed.

** Look up Water system number at this link: <https://sdwis.waterboards.ca.gov/PDWW/>

Rows can be inserted to account for other sources of supply (e.g., desalination of brackish water, banked water)

If a source has not been used in prior years, e.g., a new treatment facility will be constructed, supporting documentation must document when the new source will be fully implemented.

Water Supplies Committed to Other Uses (Not Available)

Other Uses	Describe	Quantity in WY 2017	Quantity in WY 2018	Quantity in WY 2019
Agriculture				
Commercial, industrial or institutional				
New residential customers				
Transfers				

Other:				
Other:				
	SUBTOTAL of supplies not available (in units selected)	-	-	-

TOTAL available water supply (in units selected)	25,309.5	24,396.4	23,931.4
--	----------	----------	----------

(Subtotal of available supplies minus subtotal of supplies committed to other uses)

>>> Please enter values calculated below in Step 2 of the online form

TOTAL available water supply converted to acre feet	25,309	24,396	23,931
--	---------------	---------------	---------------

>> If error, verify you have selected units of measure

Worksheet 1 : Total available water supply for individual water supplier

Step 2 of Water Supply Reliability Certification and Data Submission Form

<< Enter name of urban water supplier

User Input Instructions

- (1) Please select units of measure from the dropdown menu.
- (2) Enter information on available water supplies and supplies committed to other uses.

LEGEND:

User Input or Selection	
Linked from User Input	

<< Select units of measure

Available Water Supplies

Sources of Supply	Name of Provider(s) or Description	Source used in prior years?	Water Available in			Wholesaler information	Wholesaler Water System Number**
			WY 2017 *	WY 2018 *	WY 2019	Direct Web Link	
WHOLESALER SUPPLIED >> Provide direct web link(s) to information on the volume of water the wholesaler expects to deliver to the retailer water supplier in each year.							
Wholesaler 1	Water Facilities Authority	Yes	1,500.0	1,500.0	1,275.0	https://18x37n2ovtbb3434n4	CA3610006
Wholesaler 2	Chino Desalter Authority	Yes	4,200.0	4,200.0	4,200.0	http://chinodesalter.org/Docu	CA3610075; CA3310083
Wholesaler 3		Select Y/N					
Wholesaler 4		Select Y/N					
Wholesaler 5		Select Y/N					
SELF-SUPPLIED							
Water Recycling (potable)		Select Y/N					
Surface water: SWP		Select Y/N					
Surface water: CVP		Select Y/N					
Surface water: Colorado River		Select Y/N					
Surface water: other (describe)		Select Y/N					
Surface water: other (describe)		Select Y/N					
Local Groundwater	Chino Groundwater Basin	Yes	5,987.4	7,043.3	6,864.6		
Seawater Desalination		Select Y/N					
Transfers		Select Y/N					
Exchanges		Select Y/N					
Other (describe):	Monte Vista Water District	Yes	7,725.1	7,237.8	3,693.5		
SUBTOTAL of available supplies (in units selected)			19,412.5	19,981.1	16,033.1		

<< Complete groundwater tab

<< To add more self-supplied sources, insert as many rows

* Any carryover from one year is incorporated in the supply of the following year, as legally allowed.

** Look up Water system number at this link: <https://sdwis.waterboards.ca.gov/PDWW/>

Rows can be inserted to account for other sources of supply (e.g., desalination of brackish water, banked water)

If a source has not been used in prior years, e.g., a new treatment facility will be constructed, supporting documentation must document when the new source will be fully implemented.

Water Supplies Committed to Other Uses (Not Available)

Other Uses	Describe	Quantity in WY 2017	Quantity in WY 2018	Quantity in WY 2019
Agriculture				
Commercial, industrial or institutional				
New residential customers				
Transfers				

Other:				
Other:				
	SUBTOTAL of supplies not available (in units selected)	-	-	-

TOTAL available water supply (in units selected)	19,412.5	19,981.1	16,033.1
--	----------	----------	----------

(Subtotal of available supplies minus subtotal of supplies committed to other uses)

>>> Please enter values calculated below in Step 2 of the online form

TOTAL available water supply converted to acre feet	19,413	19,981	16,033
--	---------------	---------------	---------------

>> If error, verify you have selected units of measure

Worksheet 1 : Total available water supply for individual water supplier

Step 2 of Water Supply Reliability Certification and Data Submission Form

Ontario City of << Enter name of urban water supplier

User Input Instructions

- (1) Please select units of measure from the dropdown menu.
- (2) Enter information on available water supplies and supplies committed to other uses.

LEGEND:

User Input or Selection	
Linked from User Input	

acre feet (AF) << Select units of measure

Available Water Supplies

Sources of Supply	Name of Provider(s) or Description	Source used in prior years?	Water Available in			Wholesaler information	Wholesaler Water System Number**
			WY 2017 *	WY 2018 *	WY 2019	Direct Web Link	
WHOLESALER SUPPLIED >> Provide direct web link(s) to information on the volume of water the wholesaler expects to deliver to the retailer water supplier in each year.							
Wholesaler 1	Water Facilities Authority	Yes	13,044.0	13,448.0	11,840.0	https://18x37n2ovtbb3434n4	CA3610006
Wholesaler 2	Chino Desalter Authority	Yes	8,533.0	8,533.0	8,533.0	http://chinodesalter.org/Docu	CA3610075; CA3310083
Wholesaler 3	San Antonio Water Company	Select Y/N	545.1	545.1	545.1	http://sawaterco.com/sites/d	CA3610085
Wholesaler 4		Select Y/N					
Wholesaler 5		Select Y/N					
SELF-SUPPLIED							
Water Recycling (potable)		Select Y/N					
Surface water: SWP		Select Y/N					
Surface water: CVP		Select Y/N					
Surface water: Colorado River		Select Y/N					
Surface water: other (describe)		Select Y/N					
Surface water: other (describe)		Select Y/N					
Local Groundwater	Chino Groundwater Basin	Yes	37,476.4	35,509.8	35,075.1		<< Complete groundwater tab
Seawater Desalination		Select Y/N					
Transfers		Select Y/N					
Exchanges		Select Y/N					
Other (describe):		Select Y/N					<< To add more self-supplied sources, insert as many rows
SUBTOTAL of available supplies (in units selected)			59,598.5	58,035.9	55,993.2		

* Any carryover from one year is incorporated in the supply of the following year, as legally allowed.

** Look up Water system number at this link: <https://sdwis.waterboards.ca.gov/PDWW/>

Rows can be inserted to account for other sources of supply (e.g., desalination of brackish water, banked water)

If a source has not been used in prior years, e.g., a new treatment facility will be constructed, supporting documentation must document when the new source will be fully implemented.

Water Supplies Committed to Other Uses (Not Available)

Other Uses	Describe	Quantity in WY 2017	Quantity in WY 2018	Quantity in WY 2019
Agriculture				
Commercial, industrial or institutional				
New residential customers				
Transfers				

Other:				
Other:				
	SUBTOTAL of supplies not available (in units selected)	-	-	-

TOTAL available water supply (in units selected)	59,598.5	58,035.9	55,993.2
--	----------	----------	----------

(Subtotal of available supplies minus subtotal of supplies committed to other uses)

>>> Please enter values calculated below in Step 2 of the online form

TOTAL available water supply converted to acre feet	59,599	58,036	55,993
--	---------------	---------------	---------------

>> If error, verify you have selected units of measure

Worksheet 1 : Total available water supply for individual water supplier

Step 2 of Water Supply Reliability Certification and Data Submission Form

<< Enter name of urban water supplier

User Input Instructions

- (1) Please select units of measure from the dropdown menu.
- (2) Enter information on available water supplies and supplies committed to other uses.

LEGEND:

User Input or Selection	
Linked from User Input	

<< Select units of measure

Available Water Supplies

Sources of Supply	Name of Provider(s) or Description	Source used in prior years?	Water Available in			Wholesaler information	Wholesaler Water System Number**
			WY 2017 *	WY 2018 *	WY 2019	Direct Web Link	
WHOLESALER SUPPLIED >> Provide direct web link(s) to information on the volume of water the wholesaler expects to deliver to the retailer water supplier in each year.							
Wholesaler 1	Water Facilities Authority	Yes	5,759.0	5,716.0	4,878.0	https://18x37n2ovtbb3434n4	CA3610006
Wholesaler 2	San Antonio Water Company	Yes	7,840.2	7,840.2	7,840.2	http://sawaterco.com/sites/d	CA3610085
Wholesaler 3	West End Consolidated Water Co.	Yes	2,252.7	2,111.9	2,041.5	http://www.ci.upland.ca.us/u	CA3610086
Wholesaler 4		Select Y/N					
Wholesaler 5		Select Y/N					
SELF-SUPPLIED							
Water Recycling (potable)		Select Y/N					
Surface water: SWP		Select Y/N					
Surface water: CVP		Select Y/N					
Surface water: Colorado River		Select Y/N					
Surface water: other (describe)		Select Y/N					
Surface water: other (describe)		Select Y/N					
Local Groundwater	Chino Basin Groundwater	Yes	3,400.0	3,400.0	3,400.0		
	Six Basins Groundwater	Yes	1,527.0	1,431.6	1,383.9		
	Cucamonga Basin Groundwater	Yes	750.0	750.0	750.0		
Seawater Desalination		Select Y/N					
Transfers		Select Y/N					
Exchanges		Select Y/N					
Other (describe):		Select Y/N					
SUBTOTAL of available supplies (in units selected)			21,528.9	21,249.7	20,293.6		

<< Complete groundwater tab

<< To add more self-supplied sources, insert as many rows

* Any carryover from one year is incorporated in the supply of the following year, as legally allowed.

** Look up Water system number at this link: <https://sdwis.waterboards.ca.gov/PDWW/>

Rows can be inserted to account for other sources of supply (e.g., desalination of brackish water, banked water)

If a source has not been used in prior years, e.g., a new treatment facility will be constructed, supporting documentation must document when the new source will be fully implemented.

Water Supplies Committed to Other Uses (Not Available)

Other Uses	Describe	Quantity in WY 2017	Quantity in WY 2018	Quantity in WY 2019
Agriculture				

Commercial, industrial or institutional				
New residential customers				
Transfers				
Other:				
Other:				
SUBTOTAL of supplies not available (in units selected)		-	-	-

TOTAL available water supply (in units selected)	21,528.9	21,249.7	20,293.6
<i>(Subtotal of available supplies minus subtotal of supplies committed to other uses)</i>			

>>> Please enter values calculated below in Step 2 of the online form

TOTAL available water supply converted to acre feet	21,529	21,250	20,294
---	--------	--------	--------

>> If error, verify you have selected units of measure

Worksheet 1 : Total available water supply for individual water supplier

Step 2 of Water Supply Reliability Certification and Data Submission Form

<< Enter name of urban water supplier

User Input Instructions

- (1) Please select units of measure from the dropdown menu.
- (2) Enter information on available water supplies and supplies committed to other uses.

LEGEND:

User Input or Selection	
Linked from User Input	

<< Select units of measure

Available Water Supplies

Sources of Supply	Name of Provider(s) or Description	Source used in prior years?	Water Available in			Wholesaler information	Wholesaler Water System Number**
			WY 2017 *	WY 2018 *	WY 2019	Direct Web Link	
WHOLESALER SUPPLIED >> Provide direct web link(s) to information on the volume of water the wholesaler expects to deliver to the retailer water supplier in each year.							
Wholesaler 1	Water Facilities Authority	Yes	6,985.0	6,802.0	5,960.0	https://18x37n2ovtbb3434n4	CA3610006
Wholesaler 2	San Antonio Water Company	Yes	596.2	596.2	596.2	http://sawaterco.com/sites/d	CA3610085
Wholesaler 3		Select Y/N					
Wholesaler 4		Select Y/N					
Wholesaler 5		Select Y/N					
SELF-SUPPLIED							
Water Recycling (potable)		Select Y/N					
Surface water: SWP		Select Y/N					
Surface water: CVP		Select Y/N					
Surface water: Colorado River		Select Y/N					
Surface water: other (describe)		Select Y/N					
Surface water: other (describe)		Select Y/N					
Local Groundwater	Chino Groundwater Basin	Yes	14,564.5	12,861.6	11,373.6		<< Complete groundwater tab
Seawater Desalination		Select Y/N					
Transfers		Select Y/N					
Exchanges		Select Y/N					
Other (describe):		Select Y/N					<< To add more self-supplied sources, insert as many rows
SUBTOTAL of available supplies (in units selected)			22,145.7	20,259.8	17,929.8		

* Any carryover from one year is incorporated in the supply of the following year, as legally allowed.

** Look up Water system number at this link: <https://sdwis.waterboards.ca.gov/PDWW/>

Rows can be inserted to account for other sources of supply (e.g., desalination of brackish water, banked water)

If a source has not been used in prior years, e.g., a new treatment facility will be constructed, supporting documentation must document when the new source will be fully implemented.

Water Supplies Committed to Other Uses (Not Available)

Other Uses	Describe	Quantity in WY 2017	Quantity in WY 2018	Quantity in WY 2019
Agriculture				
Commercial, industrial or institutional				
New residential customers				
Transfers				

Other:	Wholesale deliveries to Chino Hills (WY 2013-2015)	7,725.1	7,237.8	3,693.5
Other:				
	SUBTOTAL of supplies not available (in units selected)	7,725.1	7,237.8	3,693.5

TOTAL available water supply (in units selected)	14,420.6	13,022.0	14,236.3
--	----------	----------	----------

(Subtotal of available supplies minus subtotal of supplies committed to other uses)

>>> Please enter values calculated below in Step 2 of the online form

TOTAL available water supply converted to acre feet	14,421	13,022	14,236
--	---------------	---------------	---------------

>> If error, verify you have selected units of measure

Memorandum

Date: June 22, 2016

To: State Water Resources Control Board
Submitted via Water Supply Reliability Certification and Data Submission Form:
<http://drinc.ca.gov/dnn/Applications/PublicWaterSystems/WaterReliabilityCertification.aspx>

From: Mark Kinsey, General Manager
Monte Vista Water District

O.B.O.: Chino, City of (PWS No. CA3610012)
Chino Hills, City of (PWS No. CA3610036)
Monte Vista Water District (PWS No. CA3610029)
Ontario, City of (PWS No. CA3610034)
Upland, City of (PWS No. CA3610050)

CC: Water Facilities Authority (PWS No. CA3610006)

Subject: Documentation to Support Water Supply Reliability Certification and Data Submission

This memorandum is submitted as documentation in support of data provided via the above website for the estimated annual total potable water supplies for Water Years 2017-2019 under the State Water Resources Control Board's (State Water Board) May 18, 2016 Emergency Regulation.

This documentation provides support for all water supplies claimed by the cities of Chino, Chino Hills, Ontario, Upland, and the Monte Vista Water District ("MVWD") (collectively, the "Aggregated Agencies," or individually as "Aggregated Agency"). The Aggregated Agencies are submitting an aggregated certification under Section 864.5(f) of the Emergency Regulation. The Aggregated Agencies collectively own and receive wholesale potable water supply service from the Water Facilities Authority ("WFA").

Please Note: This documentation, which is being submitted by each agency respectively, supports each Aggregated Agency's estimated water supplies for Water Years (WY) 2017-2019 (Worksheet 1) individually, as well as in the aggregate.

The Aggregated Agencies, through the signed June 14, 2016 Letter Agreement submitted by MVWD on their collective behalf, designate MVWD as responsible for developing documentation in support of the Aggregated Agencies' claimed water supplies. The WFA is also signatory to the Letter Agreement and posted its wholesale supply availability on June 15, 2016.

Consistent with the Emergency Regulation, the information submitted via the above website and supported herein results in a zero percent (0%) conservation standard for the Aggregated Agencies.

All of the following water supply information is provided in units of acre-feet (AF).

TOTAL SUPPLIES

Table 1 shows the total supplies claimed by the Aggregated Agencies by water supply source. Documentation for each source of supply by Aggregated Agency is provided below.

Table 1: Total Aggregated Agencies' Potable Water Supply Projections

	WY 2017	WY 2018	WY 2019
WHOLESALE SUPPLIES			
Water Facilities Authority¹	31,384	31,384	27,406
Chino Desalter Authority²	17,733	17,733	17,733
San Antonio Water Company³	8,982	8,982	8,982
West End Consolidated Water Company⁴	2,253	2,112	2,042
LOCAL SUPPLIES			
Chino Basin Groundwater⁵	77,642	74,293	72,192
Six Basins Groundwater⁶	1,527	1,432	1,384
Cucamonga Basin Groundwater⁷	750	750	750
TOTAL SUPPLIES			
Total Potable Water Supply⁸	140,270	136,685	130,488
Total Potable Water Demand			98,870
Supply Shortfall in 2019 (negative indicates surplus)			-31,618
Conservation Standard w/Self-Certification of Supply Reliability			0%

¹ Provided by Water Facilities Authority (Table 2).

² Provided by Chino Desalter Authority (Table 3).

³ Provided by San Antonio Water Company (Table 4).

⁴ Upland's share of West End Consolidated Water Company's Six Basins groundwater production rights (Table 5). Upland's share of the Company's Chino Basin and Cucamonga Basin rights are produced by Upland wells and listed by source under Local Supplies.

⁵ Chino Basin Groundwater supply availability inclusive of estimated production rights, carryover rights, and recharged recycled water projections provided by Inland Empire Utilities Agency, unless indicated otherwise (Table 6).

⁶ Upland's projected Six Basins groundwater production rights (Table 13).

⁷ Upland's projected Cucamonga Basin groundwater production rights through ownership interest in West End Consolidated Water Company (Table 14).

⁸ **The total potable water supply for 2019 does not include the 237,291 AF of Chino Basin Groundwater that currently is stored and is available for safe production through existing groundwater production wells (Table 12).**

WHOLESALE SUPPLIES

Water Facilities Authority

Table 2 shows the Water Facilities Authority (WFA) wholesale supply information: <https://www.ieua.org/use-water-wisely/emergency-drought-water-supply-data/> (“WFA Wholesale Supply Information”)

WFA provides a melded MVWD/Chino Hills supply projection per agreement. Direct WFA deliveries to Chino Hills for WY 2017-2019 are estimated based on average historical direct deliveries for WY 2013-2015: 1,500 AF for 2017 and 2018, 1,275 AF for 2019.

Table 2: Water Facilities Authority Water Supply Projections Per Aggregated Agency

	WY 2017	WY 2018	WY 2019
Chino, City of	4,096	3,918	3,453
Chino Hills, City of¹	1,500	1,500	1,275
MVWD²	6,985	6,802	5,960
Ontario, City of	13,044	13,448	11,840
Upland, City of	5,759	5,716	4,878
Total Potable Water Supply	31,384	31,384	27,406

Source data: Water Facilities Authority wholesale supply information: <https://www.ieua.org/use-water-wisely/emergency-drought-water-supply-data/> (“WFA Wholesale Supply Information”).

¹ Based on average historical direct deliveries for WY 2013-2015, prorated for year 2019.

² Combined MVWD/Chino Hills projected deliveries minus Chino Hills direct deliveries.

Chino Desalter Authority

Table 3 shows the Chino Desalter Authority wholesale supply information: <http://chinodesalter.org/DocumentCenter/View/91>.

Table 3: Chino Desalter Authority Water Supply Projections Per Aggregated Agency

	WY 2017	WY 2018	WY 2019
Chino, City of	5,000.0	5,000.0	5,000.0
Chino Hills, City of	4,200.0	4,200.0	4,200.0
Ontario City of	8,533.0	8,533.0	8,533.0
Total Potable Water Supply	17,733.0	17,733.0	17,733.0

Source data: Chino Desalter Authority wholesale supply information: <http://chinodesalter.org/DocumentCenter/View/91>.

San Antonio Water Company

Table 4 shows the San Antonio Water Company wholesale supply information: <http://sawaterco.com/sites/default/files/2016%20Three%20Year%20Projected%20Water%20Supply.pdf>

Table 4: San Antonio Water Company Water Supply Projections Per Aggregated Agency

	WY 2017	WY 2018	WY 2019
Ontario City of	545.1	545.1	545.1
MVWD	596.2	596.2	596.2
Upland, City of	7,840.2	7,840.2	7,840.2
Total Potable Water Supply	8,981.5	8,981.5	8,981.5

Source data: San Antonio Water Company wholesale supply information: <http://sawaterco.com/sites/default/files/2016%20Three%20Year%20Projected%20Water%20Supply.pdf>.

West End Consolidated Water Company

Table 5 shows the West End Consolidated Water Company (WECWC) wholesale supply information: <http://www.ci.upland.ca.us/uploads/files/WEST%20END.pdf>

Table 5: West End Consolidated Water Company Water Supply Projections Per Aggregated Agency

	WY 2017	WY 2018	WY 2019
Upland, City of	2,253	2,112	2,042
Total Potable Water Supply	2,253	2,112	2,042

Source data: West End Consolidated Water Company wholesale supply information: <http://www.ci.upland.ca.us/uploads/files/WEST%20END.pdf>

LOCAL SUPPLIES

Chino Basin Groundwater

Table 6 shows the Chino Basin Groundwater local supplies estimated to be available to the Aggregated Agencies. These supplies include projected allocated production rights, carryover rights, and recharged recycled water for indirect potable reuse, unless indicated otherwise, as described below.

In order to provide a conservative estimate of available Chino Basin groundwater supplies through 2019, the below supply estimate does not include the 237,291 AF of Chino Basin groundwater that currently is stored by the Aggregated Agencies and is available for safe production through existing groundwater production wells (Table 12).

**Table 6: Chino Basin Groundwater Water Supply Projections
Per Aggregated Agency**

	WY 2017	WY 2018	WY 2019
Chino, City of	16,213.491	15,478.351	15,478.351
Chino Hills, City of	5,987.444	7,043.308	6,864.608
MVWD	14,564.544	12,861.632	11,373.616
Ontario, City of	37,476.413	35,509.817	35,075.117
Upland, City of¹	3,400.000	3,400.000	3,400.000
Total Potable Water Supply	77,641.892	74,293.108	72,191.692

¹ Upland annual Chino Basin groundwater production capacity limited to 3,400 AF.

Chino Basin Groundwater Production Rights

Chino Basin groundwater production rights are allocated through the 1978 Chino Basin Judgment adjudication. The 1978 Judgment established an annual “safe yield” for the Chino Basin of 140,000 AF based on long-term hydrology. The safe yield was allocated in full during WY 2013-2015 and is not generally impacted by individual water year hydrology.

As parties to the Judgment, the Aggregated Agencies are allocated shares of annual safe yield, both individually and through ownership interests in other parties, through their membership in the Appropriative Pool. Two Aggregated Parties also own production rights through their membership in the Overlying Non-Agricultural Pool. Rights are allocated as follows:

- **Share of Safe Yield:** Share of safe yield assigned to parties either as a fixed percentage of operating safe yield for members of the Appropriative Pool or as a fixed percentage of safe yield for members of the Overlying Non-Agricultural Pool.
- **Net Agricultural Pool Reallocation:** Unproduced Overlying Agricultural Pool rights reallocated to members of the Appropriative Pool.

Additionally, Aggregated Agencies can carry over from the prior year unproduced production rights up to their share of safe yield. Finally, Aggregated Agencies may be allocated additional production rights per agreement, may receive transferred rights from another party, or transfer water from their storage accounts into their production rights.

Table 7 shows the Chino Basin base production rights estimated to be available to the Aggregated Agencies and their subsidiary entities in WY 2017-2019. Unless indicated otherwise, these production rights include each respective party's Share of Safe Yield and Net Agricultural Pool Reallocation, as defined above. Also included are estimated carryover rights for 2017 based on the same amount of carryover rights in 2016 (this is a conservative estimate, as current year production levels are much lower than the prior year, which will result in higher carryover of production rights than represented below). The production rights in Table 7 do not include additional production rights per agreement, transferred rights from other parties, or transferred rights from storage accounts (see below).

A party's Share of Safe Yield does not change from year to year. A party's Net Agricultural Pool Reallocation may change slightly but has been consistent across different hydrological years over the past decade. Table 8 shows this consistency, and provides a 10-year average value for use in estimating future groundwater production rights.

Table 7: Chino Basin Groundwater Production Rights Available Per Aggregated Agency or Subsidiary Party¹

	WY 2017	WY 2018²	WY 2019²
Chino, City of	16,213.491	11,812.064	11,812.064
Chino Hills, City of	4,884.044	3,976.401	3,976.401
Monte Vista Irrigation Company (MVIC)³	1,711.670	973.104	973.104
MVWD (Appropriative Pool)	12,250.574	6,986.563	6,986.563
MVWD (Non-Agricultural Pool)⁴	50.000	50.000	50.000
Ontario, City of (Appropriative Pool)	30,137.199	17,726.135	17,726.135
Ontario, City of (Non-Agricultural Pool)	4,655.614	2,327.807	2,327.807
Upland, City of⁵	3,400.000	3,400.000	3,400.000
Total Potable Water Supply	73,302.592	47,252.074	47,252.074

Source data: Chino Basin Watermaster 2015-16 Assessment Package (to be posted by June 30, 2016), <http://www.cbwm.org/docs/financdocs/All%20Assessment%20Packages, Report References 2D/2P/14D>.

¹ Includes each party's Share of Safe Yield, Net Agricultural Pool Reallocation (10-year average, see Table 8), and carryover rights from the prior year (2017 only).

² In 2018, Operating Safe Yield for the Appropriative Pool will be reduced by 5,000 AFY due to the expiration of a Judgment-approved overdraft (Restated Judgment, Exhibit "I," paragraph 3). This reduced allocation is reflected in the projected production rights for WY 2018 and WY 2019.

³ Production rights wholly owned and controlled by MVWD.

⁴ New production rights available to MVWD effective 2017.

⁵ Upland annual Chino Basin groundwater production capacity limited to 3,400 AFY.

**Table 8: Chino Basin Groundwater Net Agricultural Pool Reallocation
Per Aggregated Agency or Subsidiary Party: 2006-15**

	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	Avg.
Chino	7,982	7,304	8,292	8,056	8,114	8,220	7,757	8,004	8,368	9,361	8,146
Chino Hills	2,086	1,863	2,113	2,053	2,057	2,074	1,946	1,923	1,999	2,265	2,038
MVIC	352	335	380	369	370	373	350	346	337	369	358
MVWD	2,565	2,435	2,761	2,682	2,687	2,710	2,542	2,513	2,452	2,679	2,603
Ontario	7,061	6,789	7,727	7,507	7,520	7,584	7,114	7,073	7,374	8,146	7,390
Upland	1,484	1,413	1,602	1,557	1,559	1,573	1,475	1,458	1,423	1,555	1,514
WECWC¹	449	427	484	471	471	475	446	441	430	470	456
Total	21,978	20,567	23,359	22,694	22,779	23,009	20,155	21,757	22,383	24,846	22,353

Source data: Chino Basin Watermaster 2006-07 through 2014-15 Assessment Packages, <http://www.cbwm.org/docs/financdocs/All%20Assessment%20Packages>, Report Reference 2E (pages differ).

¹ Upland controls 91 percent of WECWC's rights in the Chino Basin.

Chino Basin Recycled Water Groundwater Recharge

Table 9 shows the Inland Empire Utilities Agency (IEUA) wholesale groundwater recharge supply information: <https://www.ieua.org/use-water-wisely/emergency-drought-water-supply-data/> ("IEUA Wholesale Supply Information"). In addition to groundwater production rights, IEUA's wholesale groundwater recharge is available for potable groundwater production by each Aggregated Agency.

Table 9: Chino Basin Recycled Water Groundwater Recharge

	WY 2017	WY 2018	WY 2019
Chino Hills, City of	1,103.4	1,147.8	969.1
MVWD	552.3	574.5	485.1
Ontario, City of²	2,683.6	2,791.5	2,356.8
Upland, City of	1,233.4	1,283.0	1,083.2
Total Potable Water Supply	5,572.7	5,796.8	4,894.2

Source data: Inland Empire Utilities Agency wholesale supply information: <https://www.ieua.org/use-water-wisely/emergency-drought-water-supply-data/> ("IEUA Wholesale Supply Information").

¹ IEUA allocates a portion of its wholesale groundwater recharge supply to Chino. However, by agreement, Chino's share will soon be reallocated to other agencies. To maintain a conservative groundwater supply estimate, Chino's allocation will not be considered a supply for WY 2017-2019.

² Ontario has an agreement with the City of Fontana to purchase up to 3,000 AFY of Fontana's recycled water groundwater recharge rights. This quantity is not included in the Table 9 calculation.

Chino Basin Carryover Water Supplies – WY 2018 and WY 2019

Worksheet 1 states, “Any carryover from one year is incorporated in the supply of the following year, as legally allowed.” The Aggregated Agencies are legally allowed under the Judgment to carry over unproduced groundwater rights into a subsequent year up to their respective annual Share of Safe Yield.

Tables 10 and 11 show each Aggregated Agency’s annual Share of Safe Yield, projected annual demands, projected WY 2017 and 2018 supplies, the amount of supplies in excess to projected demands, and the resulting carryover into 2018 and 2019 equal to the lesser value of either their annual Share of Safe Yield or their excess available supplies.

Tables 10 and 11: Chino Basin Carryover Water Supplies – WY 2018 and WY 2019

<u>WY 2018</u>	Annual Share of Safe Yield¹	Projected Annual Demands²	Projected WY 2017 Supplies	WY 2017 Excess Supplies	WY 2018 Carryover Supplies³
Chino, City of	3,666.287	15,733.20	25,309.5	9,576.296	3,666.287
Chino Hills, City of	1,919.107	15,860.50	19,412.5	3,552.029	1,919.107
MVWD	5,048.849	10,143.18	14,420.6	4,277.465	4,277.465
Ontario, City of	12,664.375	35,809.00	59,598.5	23,789.525	12,664.375
Upland, City of	3,453.679	21,324.00	21,528.9	204.911	204.911
	Total	98,869.88	140,270.1	41,400.226	22,732.145

<u>WY 2019</u>	Annual Share of Safe Yield¹	Projected Annual Demands²	Projected WY 2018 Supplies⁴	WY 2018 Excess Supplies	WY 2019 Carryover Supplies³
Chino, City of	3,666.287	15,733.20	24,396.4	8,663.156	3,666.287
Chino Hills, City of	1,919.107	15,860.50	19,981.1	4,120.598	1,919.107
MVWD	5,048.849	10,143.18	13,022.0	2,878.849	2,878.849
Ontario, City of	12,664.375	35,809.00	58,035.9	22,226.929	12,664.375
Upland, City of	3,453.679	21,324.00	21,249.7	-	-
	Total	98,869.88	136,685.1	37,815.243	21,128.618

Source data: Chino Basin Watermaster 2015-16 Assessment Package (to be posted by June 30, 2016), <http://www.cbwm.org/docs/financdocs/All%20Assessment%20Packages, Report References 2D/14D>.

¹ Includes ownership interest in subsidiary parties (see Tables 7 and 8). Reflects projected reduction in Appropriative Pool Operating Safe Yield for WY 2018 and WY 2019 (Table 7, footnote 2).

² Average of Calendar Year 2013 and 2014 total potable production, as reported by each Aggregated Agency.

³ The lesser value of either Annual Share of Safe Yield or Excess Supplies.

⁴ Includes carryover supplies identified in Table 10.

Chino Basin Stored Groundwater

Table 12 shows the 237,291 AF of Chino Basin Groundwater that currently is stored and available for safe production through Aggregated Agencies' existing groundwater production wells. **This quantity of additional available supply under projected ongoing drought conditions is not included in the Aggregated Agencies' total supply projections.**

**Table 12: Chino Basin Stored Groundwater Available
Per Aggregated Agency or Subsidiary Party**

	Local Excess Carry Over Storage	Local Supplemental Storage	Total
Chino, City of	71,092.746	9,126.949	80,219.695
Chino Hills, City of	6,903.859	10,125.340	17,029.199
MVIC¹	5,941.374	6,060.025	12,001.399
MVWD (Appropriative Pool)	8,179.884	8,143.939	16,323.823
Ontario, City of (Appropriative Pool)	39,662.802	36,871.145	76,533.947
Ontario, City of (Non-Agricultural Pool)	2,905.004	-	2,905.004
Upland, City of	16,279.095	11,717.643	27,996.738
WECWC²	3,863.411	417.969	4,281.381
Total	154,828.175	82,463.010	237,291.186

Source data: Chino Basin Watermaster 2015-16 Assessment Package (to be posted by June 30, 2016), <http://www.cbwm.org/docs/financcdocs/All%20Assessment%20Packages, Report References 3F/4P/15D>.

¹ Stored groundwater wholly owned and controlled by MVWD.

² 91 percent of stored groundwater wholly owned and controlled by Upland.

Six Basins Groundwater

Table 13 shows the Six Basins Groundwater local supplies estimated to be available to the Aggregated Agencies.

Table 13: Six Basins Water Supply Projections Per Aggregated Agency

	WY 2017	WY 2018	WY 2019
Upland, City of¹	1,527	1,432	1,384
Total Potable Water Supply	1,527	1,432	1,384

¹ 9.54% of Six Basins safe yield, incorporating projected decline.

The City of Upland owns 9.54 percent share of Six Basins safe yield. Unlike the Chino Basin, Six Basins is a shallow groundwater basin, and its safe yield may be impacted by short-term hydrology. Under WY 2013-2015 conditions, Upland projects safe yield to decline from 16,000 AFY in WY 2017 to 15,000 AFY and 14,500 AFY in WY 2018 and WY 2019, respectively.

Cucamonga Basin Groundwater

Table 14 shows the Cucamonga Basin Groundwater local supplies estimated to be available to the Aggregated Agencies. These supplies are based on the WECWC wholesale supply information: <http://www.ci.upland.ca.us/uploads/files/WEST%20END.pdf>.

**Table 14: Cucamonga Basin Groundwater Water Supply Projections
Per Aggregated Agency**

	WY 2017	WY 2018	WY 2019
Upland, City of	750	750	750
Total Potable Water Supply	750	750	750

Source data: West End Consolidated Water Company wholesale supply information:
<http://www.ci.upland.ca.us/uploads/files/WEST%20END.pdf>

The City of Upland produces its share of WECWC rights in the Cucamonga Basin through its own groundwater wells. Therefore, it is listed herein as a local groundwater supply.

MVWD Wholesale Deliveries to Chino Hills

MVWD provides wholesale water service to Chino Hills. Under the Emergency Regulations, MVWD is not required to report as a wholesale agency, so its supply to Chino Hills is included as “Self-Supplied.” This supply is not included in Table 1 as it has no impact on the total aggregate water supply projections.

Table 15: MVWD Wholesale Sales to Chino Hills

	WY 2017	WY 2018	WY 2019
MVWD Wholesale Deliveries to Chino Hills	7,725	7,238	3,694
Total Potable Water Supply	7,725	7,238	3,694

Source data: MVWD deliveries to Chino Hills, WY 2013-2015.

cc: City of Chino – Gilbert Aldaco, (909) 334-3425, galdaco@cityofchino.org
City of Chino Hills – Mark Wiley, (909) 364-2854, mwiley@chinohills.org
City of Ontario – Ryan Shaw, (909) 395-2679, rshaw@ontarioca.gov
City of Upland – Rosemary Hoerning, (909) 291-2931, rhoerning@ci.upland.ca.us
Monte Vista Water District – Justin Scott-Coe, (909) 267-2116, jscottcoe@mvwd.org
Water Facilities Authority – Terry Catlin, (909) 981-9454, tlcatlin@wfajpa.org