

Appendix F: Water Resources



*Water Supply Assessment
for the
Sares-Regis Distribution Center*

*Prepared by: ALBERT A. WEBB ASSOCIATES
Consulting Civil Engineers
Riverside, California*

December 2006

A L B E R T A. **WEBB** A S S O C I A T E S

3788 MCCRAY STREET • RIVERSIDE, CA 92506
PHONE: 951.686.1070 • FAX: 951.788.1256
WWW.WEBBASSOCIATES.COM

W.O.: 06-0380

December 13, 2006

Mr. J. Scott Burton, P.E.
Assistant Utilities Director/Engineering
City of Ontario
Ontario Municipal Services Center
1425 S. Bon View Avenue
Ontario, CA 91761

RE: Water Supply Assessment for the
 Sares-Regis Distribution Center

Dear Mr. Burton:

Pursuant to the "Letter of Agreement for Professional Consulting Services", dated October 24, 2006, transmitted herewith is our Water Supply Assessment of the subject project pursuant to SB610.

Sincerely,

ALBERT A. WEBB ASSOCIATES


Sam I. Gershon, RCE
Senior Vice President



Enclosure

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APPENDICES

- A "City of Ontario Urban Water Management Plan Final Report"
Prepared by MWH, December 2005
- B City of Ontario's Resolution 2005-126 dated December 20, 2005 adopting
the 2005 Urban Water Management Plan
- C "Local Agency Agreement" dated April 15, 2003 by and among Inland Empire
Utilities Agency and the City of Ontario
- D "Installment Purchase Agreement Relating to Water Facilities Authority Water
Treatment Plant" by and between Water Facilities Authority, as Seller, and the City of
Ontario, as Purchases, dated as of October 1985
- E California Department of Health Services Letter of August 16, 1999 pertaining
to "Permit Amendment – Increased Filtration Rate (System No. 3610006)"
- F Ordinance No. 99-07-02 "Ordinance of the Water Facilities Authority – JPA
Repealing Ordinance 96-09-01"
- G Water Purchase Agreement, dated as of January 15, 2002 by and between
Chino Basin Desalter Authority and the City of Ontario
- H City of Ontario Source Planning Model, July 2004
- I Adjudication Documentation
- J Inland Empire Utilities Agency Letter of March 19, 2003 to the
City of Chino titled "Assurance of Imported Water Supply Reliability"

**CITY OF ONTARIO
WATER SUPPLY ASSESSMENT
FOR THE
SARES-REGIS DISTRIBUTION CENTER**

Introduction

This report addresses the significant changes in California's land use planning law. Senate Bill (SB) 610 passed by the California legislature and signed into law in October of 2001, became effective January 1, 2002. This State law requires cities to work with local water suppliers during the land use planning process to assess the availability of adequate water supplies for certain large development projects.

Pursuant to the above Senate Bill, the City of Ontario commissioned this study to address the "Water Supply Assessment" per Senate Bill 610 for the Sares-Regis Distribution Center.

SB 610 WATER SUPPLY ASSESSMENT FOR THE SARES-REGIS DISTRIBUTION CENTER

Purpose of Report

Law

[SB 610 requires] a city or county that determines a project is subject to the California Environmental Quality Act to identify any public water system that may supply water for the project and to request those public water systems to prepare a specified water supply assessment, except as otherwise specified. The bill would require the assessment to include, among other information, an identification of existing water supply entitlements, water rights, or water service contracts relevant to the identified water supply for the proposed project and water received in prior years pursuant to those entitlements, rights, and contracts. The bill would require the city or county, if it is not able to identify any public water system that may supply water for the project, to prepare the water supply assessment after a prescribed consultation. The bill would revise the definition of "project", for the purposes of these provisions, and make related changes.

The bill would prescribe a timeframe within which a public water system is required to submit the assessment to the city or county and would authorize the city or county to seek a writ of mandamus to compel the public water system to comply with requirements relating to the submission of the assessment.

The bill would require the public water system, or the city or county, as applicable, if that entity concludes that water supplies are, or will be, insufficient, to submit the plans for acquiring additional water supplies.

The bill would require the city or county to include the water supply assessment and certain other information in any environmental document prepared for the project pursuant to the act. By establishing duties for counties and cities, the bill would impose a state-mandated local program.

SB 610

SB 610 serves to amend existing legal requirements for confirmation of water supply sufficiency as a condition of approval for development projects. The confirmation of water supply sufficiency is achieved through an analysis of the water purveyor's existing and future water sources and existing and projected water demand in relation to a "project" as defined by SB 610, resulting in the production of a project-specific Water Supply Assessment (WSA). The WSA also requires additional analysis if any portion of the purveyor's water supplies include groundwater. The requirements of SB 610 are triggered for projects going through the California Environmental Quality Act (CEQA) process.

The City of Ontario produced this Water Supply Assessment Report to meet the requirements of Senate Bill 610 for the Sares-Regis Distribution Center (Project).

Project Description and Water Demand

The Project (Figure 1) is located in the southeast corner of Francis Street and South Haven Avenue within the City of Ontario, which is located in western San Bernardino County, California. The City of Ontario is situated in a rapidly expanding urban area bordered on the north by the Cities of Ranch Cucamonga and Upland, on the east by the City of Fontana, on the south by the City of Chino and Jurupa Community Services District in Riverside County, and on the west by the City of Montclair. The City of Ontario encompasses about 48.9 square miles.

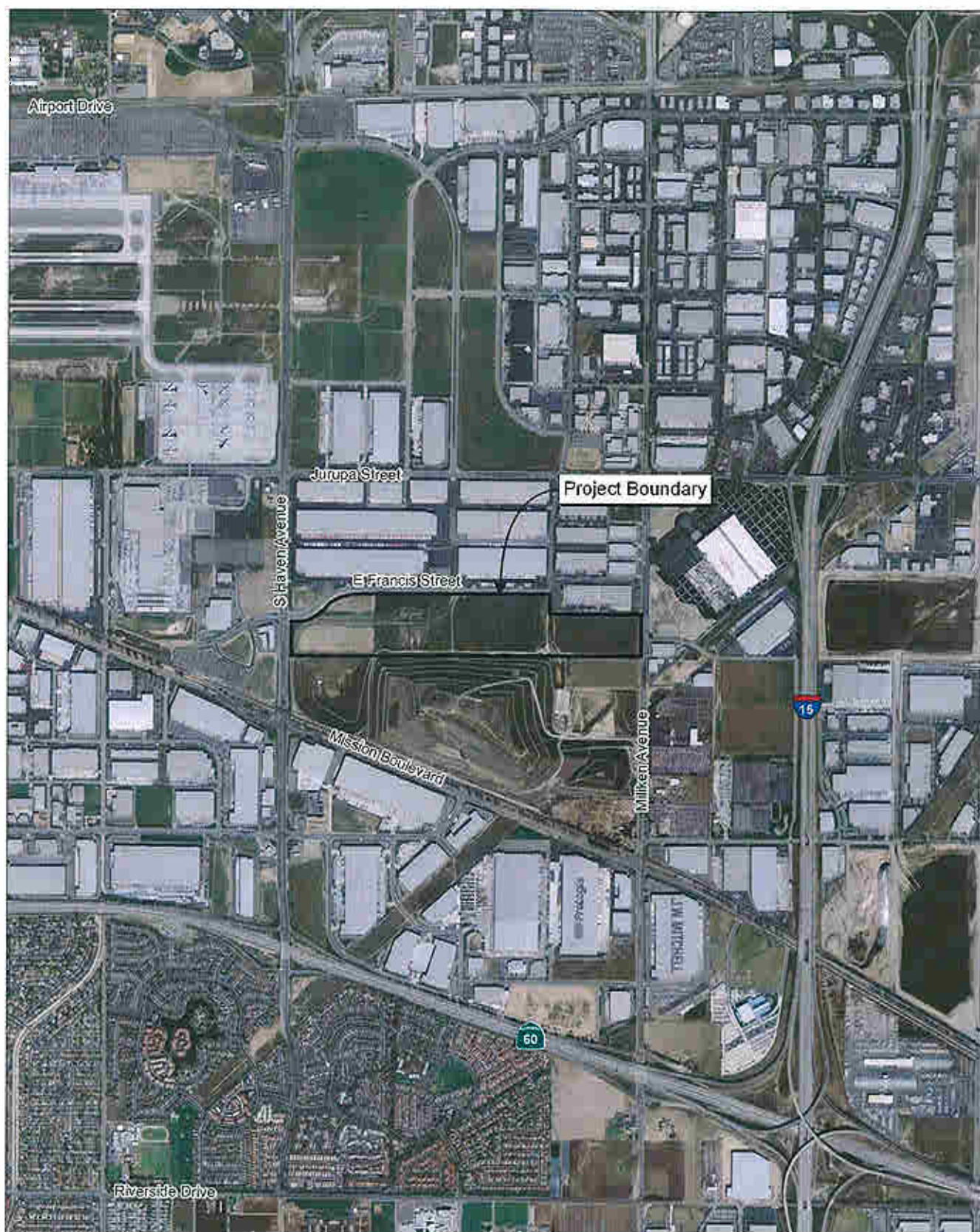
The Project site encompasses approximately 103 gross acres of land, located in the south portion of Phase 4 of the California Commerce Center within the City of Ontario, California. The project is consistent with the existing zoning of the California Commerce Center Specific Plan: Approximately 83.50 gross acres are zones for Rail Industrial uses; and, approximately 19.90 gross acres are zoned for Light Industrial uses. The project site is bounded by Francis Street and the Nordstrom Distribution Center to the north, the Milliken Landfill to the south, Haven Avenue to the west, and Milliken Avenue to the east (Figure 1). The project site has been rough graded and is currently undeveloped.

The proposed Sares-Regis Distribution Center Project would include the subdivision of land, dedications for public right-of-way, construction of backbone improvements, extension of Francis Street between Dupont Avenue and Milliken Avenue, precise grading for improvements, and the construction of seven buildings consisting of the following uses and square footages: 1.93 million square feet of "high cube" distribution buildings, 79,300 square feet of light industrial uses and 6,400 square feet of free-standing office space as shown on Figure 2.

The projected water demand¹ for the Sares-Regis Distribution Center is estimated to be about 162 acre-feet per year when fully developed.

¹ Based upon City of Ontario "Water and Recycled Water Master Plan", Final Report, May 2006 by MWH.

FIGURE 1



Source: Google Earth Pro.



Michael Brandman Associates

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Exhibit 1 Local Vicinity Aerial Map

SOUTH PORTION OF PHASE 4 • CALIFORNIA COMMERCE CENTER
WATER SUPPLY ASSESSMENT

This architectural site plan depicts a large-scale industrial or commercial development. The plan features several large rectangular building footprints, parking lots, and internal roadways. A prominent curved road or canal runs along the left side of the main building complex. The drawing is highly detailed, showing structural grids, dimensions, and various annotations. A table on the right side of the plan provides specific data for each building, including area, volume, and other technical specifications. The table is organized into columns for building identification, area, volume, and other relevant metrics.

Building No.	Area (sq. ft.)	Volume (cu. ft.)	Other Data
1	1,200,000	1,200,000	...
2	1,200,000	1,200,000	...
3	1,200,000	1,200,000	...
4	1,200,000	1,200,000	...
5	1,200,000	1,200,000	...
6	1,200,000	1,200,000	...
7	1,200,000	1,200,000	...
8	1,200,000	1,200,000	...
9	1,200,000	1,200,000	...
10	1,200,000	1,200,000	...
11	1,200,000	1,200,000	...
12	1,200,000	1,200,000	...
13	1,200,000	1,200,000	...
14	1,200,000	1,200,000	...
15	1,200,000	1,200,000	...
16	1,200,000	1,200,000	...
17	1,200,000	1,200,000	...
18	1,200,000	1,200,000	...
19	1,200,000	1,200,000	...
20	1,200,000	1,200,000	...
21	1,200,000	1,200,000	...
22	1,200,000	1,200,000	...
23	1,200,000	1,200,000	...
24	1,200,000	1,200,000	...
25	1,200,000	1,200,000	...
26	1,200,000	1,200,000	...
27	1,200,000	1,200,000	...
28	1,200,000	1,200,000	...
29	1,200,000	1,200,000	...
30	1,200,000	1,200,000	...
31	1,200,000	1,200,000	...
32	1,200,000	1,200,000	...
33	1,200,000	1,200,000	...
34	1,200,000	1,200,000	...
35	1,200,000	1,200,000	...
36	1,200,000	1,200,000	...
37	1,200,000	1,200,000	...
38	1,200,000	1,200,000	...
39	1,200,000	1,200,000	...
40	1,200,000	1,200,000	...
41	1,200,000	1,200,000	...
42	1,200,000	1,200,000	...
43	1,200,000	1,200,000	...
44	1,200,000	1,200,000	...
45	1,200,000	1,200,000	...
46	1,200,000	1,200,000	...
47	1,200,000	1,200,000	...
48	1,200,000	1,200,000	...
49	1,200,000	1,200,000	...
50	1,200,000	1,200,000	...
51	1,200,000	1,200,000	...
52	1,200,000	1,200,000	...
53	1,200,000	1,200,000	...
54	1,200,000	1,200,000	...
55	1,200,000	1,200,000	...
56	1,200,000	1,200,000	...
57	1,200,000	1,200,000	...
58	1,200,000	1,200,000	...
59	1,200,000	1,200,000	...
60	1,200,000	1,200,000	...
61	1,200,000	1,200,000	...
62	1,200,000	1,200,000	...
63	1,200,000	1,200,000	...
64	1,200,000	1,200,000	...
65	1,200,000	1,200,000	...
66	1,200,000	1,200,000	...
67	1,200,000	1,200,000	...
68	1,200,000	1,200,000	...
69	1,200,000	1,200,000	...
70	1,200,000	1,200,000	...
71	1,200,000	1,200,000	...
72	1,200,000	1,200,000	...
73	1,200,000	1,200,000	...
74	1,200,000	1,200,000	...
75	1,200,000	1,200,000	...
76	1,200,000	1,200,000	...
77	1,200,000		



Michael Brandman Associates

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**SOUTH PORTION OF PHASE 4 • CALIFORNIA COMMERCE CENTER
WATER SUPPLY ASSESSMENT**

Project Applicability

Law

10910. (a) Any city or county that determines that a project, as defined in Section 10912, is subject to the California Environmental Quality Act (Division 13 (commencing with Section 21000) of the Public Resources Code) under Section 21080 of the Public Resources Code shall comply with this part.

10912. For the purpose of this part, the following terms have the following meanings:

(a) "Project means any of the following:

- (1) A proposed residential development of more than 500 dwelling units.
- (2) A proposed shopping center or business establishment employing more than 1,000 persons or having more than 500,000 square feet of floor space.
- (3) A proposed commercial office building employing more than 1,000 persons or having more than 250,000 square feet of floor space.
- (4) A proposed hotel or motel, or both, having more than 500 rooms.
- (5) A proposed industrial, manufacturing, or processing plant, or industrial park planned to house more than 1,000 persons, occupying more than 40 acres of land, or having more than 650,000 square feet of floor area.
- (6) A mixed-use project that includes one or more of the projects specified in this subdivision.
- (7) A project that would demand an amount of water equivalent to, or greater than, the amount of water required by a 500 dwelling unit project.

Since the Sares-Regis Distribution Center Project is a mixed-use project that includes one or more of the projects specified in this section, the requirements of SB 610 apply to this "project".

Use of a Prepared Water Supply Assessment

If a project meets all three of the following criteria, Water Code Section 10910(h) allows the City to rely on a previously prepared WSA; no new WSA need be prepared for the project. Conversely, if the project does not meet any one of the following three (3) criteria, Water Code Section 10910(h) requires preparation of a new WSA.

1. *The project is part of a larger project for which an assessment was prepared.*
2. *The data used to create the assessment still is accurate.*
3. *The assessment found sufficient water for the project.*

It is the intent of the City of Ontario to use this Water Supply Assessment as its base document, in order to comply with SB 610, for all developments that will occur within the Sares-Regis Distribution Center, as long as it meets the above criteria.

Identification of Public Water System

Law

10910. (b) The city or county, at the time that it determines whether an environmental impact report, a negative declaration, or a mitigated negative declaration is required for any project subject to the California Environmental Quality Act pursuant to Section 21080.1 of the Public Resources Code, shall identify any water system that is, or may become as a result of supplying water to the project identified pursuant to this subdivision, a public water system, as defined in Section 10912, that may supply water for the project. If the city or county is not able to identify any public water system that may supply water for the project, the city or county shall prepare the water assessment required by this part after consulting with any entity serving domestic water supplies whose service area includes the project site, the local agency formation commission, and any public water system adjacent to the project site.

The City of Ontario operates the public water system that will supply the proposed project.

Schedule

Law

10910. (g) (1) Subject to paragraph (2), the governing body of each public water system shall submit the assessment to the city or county not later than 90 days from the date on which the request was received. The governing body of each public water system, or the city or county if either is required to comply with this act pursuant to subdivision (b), shall approve the assessment prepared pursuant to this section at a regular or special meeting.

(2) Prior to the expiration of the 90-day period, if the public water system intends to request an extension of time to prepare and adopt the assessment, the public water system shall meet with the city or county to request an extension of time, which shall not exceed 30 days, to prepare and adopt the assessment.

(3) If the public water system fails to request an extension of time, or fails to submit the assessment notwithstanding the extension of time granted pursuant to paragraph (2), the city or county may seek a writ of mandamus to compel the governing body of the public water system to

comply with the requirements of this part relating to the submission of the water supply assessment.

Michael Brandman Associates requested that the City of Ontario's Department of Public Works provide a report that meets the requirements of SB 610 on October 3, 2006. Webb Associates received the signed contract on December 7, 2006. This report is a result of Michael Brandman Associates' request.

Urban Water Management Plan (UWMP) Review

Law

10910. (c) (1) The city or county, at the time it makes the determination required under Section 21080.1 of the Public Resources Code, shall request each public water system identified pursuant to subdivision (b) to determine whether the projected water demand associated with a proposed project was included as part of the most recently adopted urban water management plan adopted pursuant to Part 2.6 (commencing with Section 10610).

(2) If the projected water demand associated with the proposed project was accounted for in the most recently adopted urban water management plan, the public water system may incorporate the requested information from the urban water management plan in preparing the elements of the assessment required to comply with subdivisions (d), (e), (f), and (g).

(3) If the projected water demand associated with the proposed project was not accounted for in the most recently adopted urban water management plan, or the public water system has no urban water management plan, the water supply assessment for the project shall include a discussion with regard to whether the public water system's total projected water supplies available during normal, single dry, and multiple dry water years during a 20-year projection will meet the projected water demand associated with the proposed project, in addition to the public water system's existing and planned future uses, including agricultural and manufacturing uses.

(4) If the city or county is required to comply with this part pursuant to subdivision (b), the water supply assessment for the project shall include a discussion with regard to whether the total projected water supplies, determined to be available by the city or county for the project during normal, single dry, and multiple dry water years during a 20-year projection, will meet the projected water demand associated with the proposed project, in addition to existing and planned future uses, including agricultural and manufacturing uses.

The City of Ontario's City Council adopted the 2005 "Urban Water Management Plan" (Appendix A) by Resolution 2005-126 on December 20, 2005 (Appendix B). The Urban Water Management Plan is consistent with the City of Ontario's Water and Recycled Water Master Plan (May 2006).

The projected water demand associated with the proposed project, 162 acre-feet per year out of the City of Ontario's total projected water use, without water conservation (2030), of 93,430 acre-feet per year, was accounted for in the above referenced Urban Water Management Plan which is incorporated into this Water Supply Assessment.

WATER DEMAND

1. Location

The City of Ontario is a rapidly growing community located in the foothills of the San Gabriel Mountains in the western portion of San Bernardino County. The City is bounded by the City of Montclair on the northwest (Figure 1-1 of Appendix A), the cities of Rancho Cucamonga and Upland on the north, the City of Fontana on the northeast, Jurupa Community Services District on the south and southeast, and the City of Chino on the south and southwest. In 1999, Ontario's southern boundaries were extended in order to annex 8,200 acres of unincorporated Agricultural Preserve. The City boundaries, prior to this annexation, are referred to as Old Model Colony (OMC) and encompass about 23,200 acres. The annexed area, which is referred to as the New Model Colony (NMC), consists of dairies and agricultural land uses. Including the NMC, the City boundaries now represent approximately 31,300 acres or about 48.9 square miles. Three (3) major freeways (Interstate 10, Interstate 15 and State Route 60) traversing the City of Ontario serve as major transportation hubs for freeway commuters as well as industrial businesses. A major railway corridor also crosses the City's northerly sector. The City of Ontario is also home to the Ontario International Airport.

2. Population and Projected Growth

Ontario's population in 2004 was 167,900 representing an average of 1.7% annual increase from the 1990 population of 133,179. The Urban Water Management Plan noted that the overwhelming majority of the City's population (98.5 percent) resides in the OMC. It was estimated that the 2004 population of the NMC was not more than about 2500 people (1.5 percent). Figure 2.2 of Appendix A shows the "Historical and Projected Population Trends."

Table 2-1 of Appendix A shows that the projected population (2030) is expected to reach a total of 305,500 people for the combined NMC and OMC.

3. Climate

The climate is often described as "Mediterranean" which means that the temperature of the air ranges from warm to very hot during very dry summers and cool to somewhat cold during rainy winters. When rainfall occurs, it comes in heavy concentrations causing most of the storm water to runoff to tributary streams of the Santa Ana River. Annual rainfall typically ranges from 12 to 18 inches per year² but with extreme variations from year to year. According to recorded rainfall records maintained by the County of San Bernardino, the amount of rainfall has varied widely from 5 inches to almost 44 inches annually. The annual average arithmetic mean from 64-years of rainfall history is 17.9 inches³. Annual precipitation and departure from the arithmetic mean (Figure 3) show a prolonged period of below average rainfall from 1943 to 1976. Figure 3 also shows several shorter periods of dry years. Based on water production data, a dry year can result in a 5-10% increase in demand, and a wet year can result in a similar reduction in water demand.

² *Evaluation of Groundwater Potential, GEOSCIENCE March 2002*

³ *San Bernardino Flood Control District*

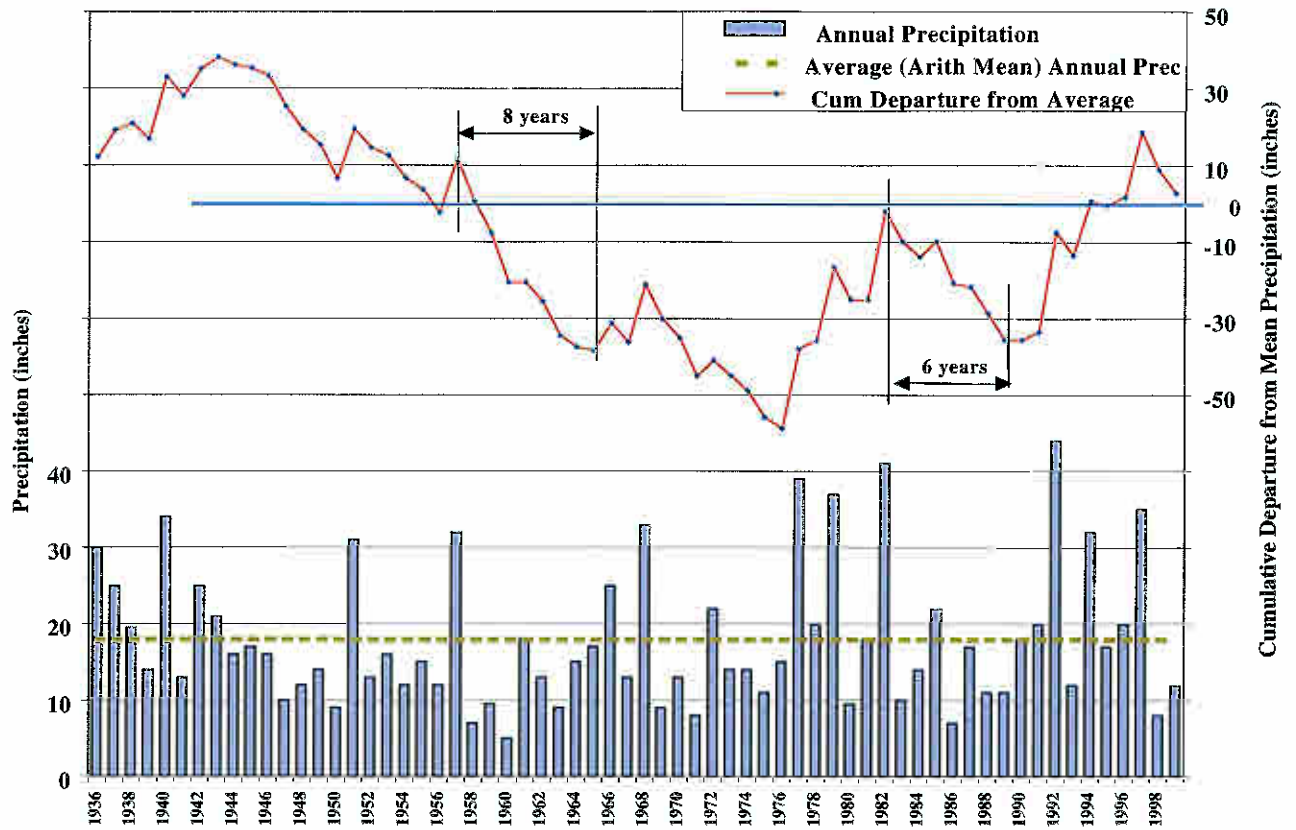


Figure 3 Recorded Precipitation

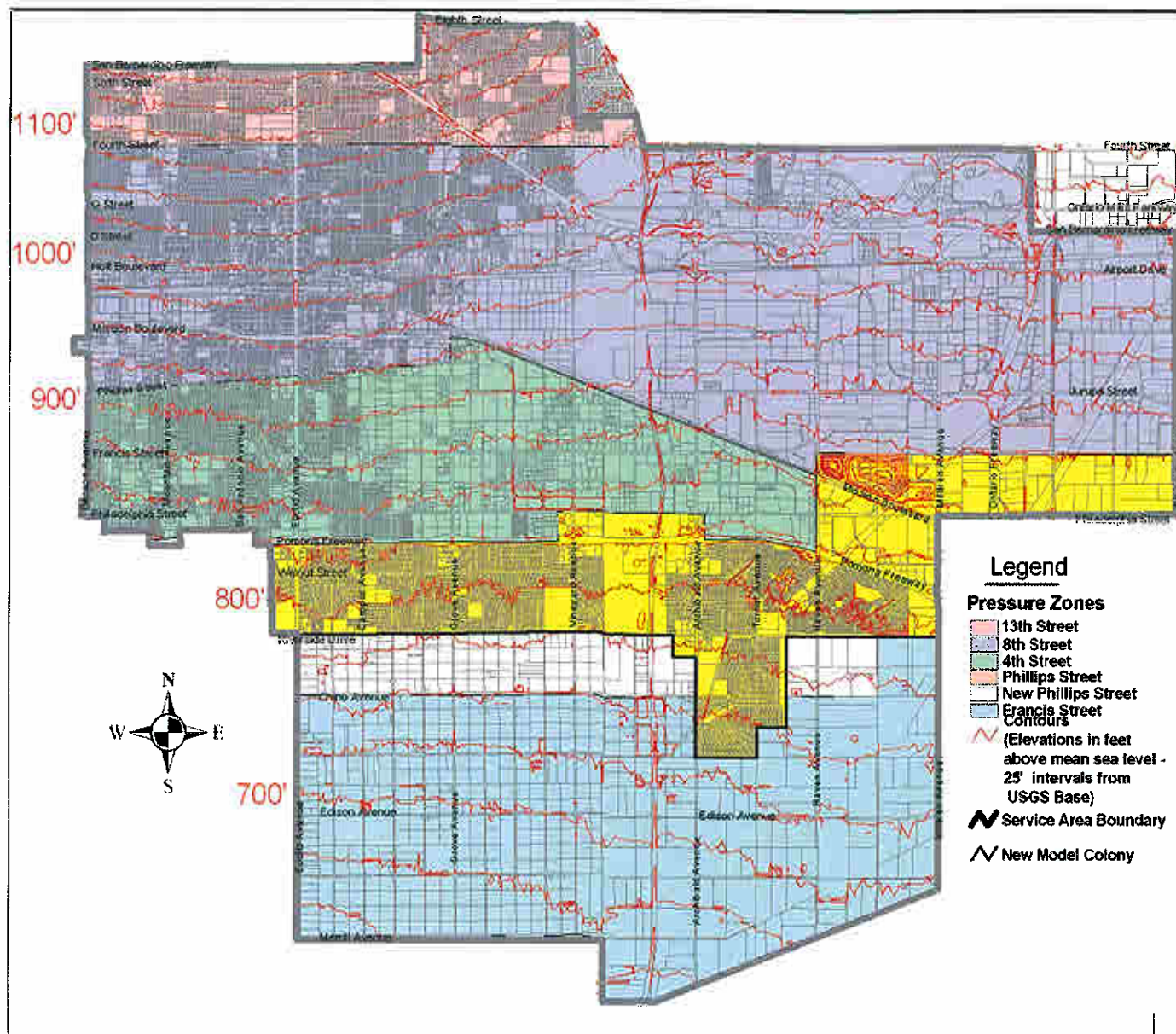
4. Pressure Zones

The City is situated in the foothills of the San Gabriel Mountains but on relatively flat terrain with elevations ranging from about 635 feet above mean sea level (msl) at its southerly boundary to about 1180 feet above msl at its northeasterly corner. Currently, the City's domestic water system is divided into four pressure zones as follows: 13th Street Zone, 8th Street Zone, 4th Street Zone, and Phillips Street Zone. The recent annexation of the NMC will require the expansion of the Phillips Street Zone and the creation of a new pressure zone (called the Francis Street Zone). These zone changes will allow the City to serve new developments in the NMC. The general boundaries and the service elevation ranges for the pressure zones are indicated in Table 1 and Figure 4. Each zone has its own storage that provides not only control of maximum pressures but also satisfies minimum required pressures. Table 1 also provides a breakdown of acreage by pressure zone. The Sares-Regis Distribution Center Project is within the 8th Street Pressure Zone.

Table 1 Pressure Zone Descriptions and Acreage

Pressure Zone	Boundaries	Service Elevation Range (ft -ft)	High Water Line (ft)	Acreage
13 th Street	Benson Ave. to the west, Hellman Ave. to the east, 8th St. to the north and 4 th St. to the south.	1020 - 1180	1348	2,049
8 th Street	Benson Ave. to the west, Etiwanda Ave. to the east, 4 th St. to the north, and Francis St. to the south.	865 - 1095	1212	12,013
4 th Street	Benson St. to the west, Haven Ave. to the east, Phillips St. and Mission Blvd. to the north, and Pomona FWY to the south.	825 - 930	1074	4,558
Phillips Street (including the Phillips Street Zone Extension)	Fern Ave. to the west, Etiwanda Ave. and Milliken Ave. to the east, Francis St. and Pomona FWY to the north, and Chino Ave. and Schaefer Ave. to the south.	735 - 880	1010	4,455 1,290 (extension)
Francis Street	Euclid Ave. to the west, Milliken Ave. to the east, Chino Ave. to the north, and Merrill Ave. and Bellgrave Ave to the south.	635 - 800	925	6,925
Total Acreage				31,290

Figure 4 City of Ontario Pressure Zone Boundaries



5. Land Use

All property within the City of Ontario is classified with a land use designator. Table 2 (Table 2-1 of the City of Ontario's Water Master Plan, May 2006, by MWH) lists ultimate uses for the combined NMC and OMC. Figure 5 (Figure 2-4 of the City of Ontario's Water Master Plan, May 2006, by MWH) shows the general plan land use within the City of Ontario, including the New Model Colony area.

TABLE 2

Section 2 – Study Area, Land Use and Population

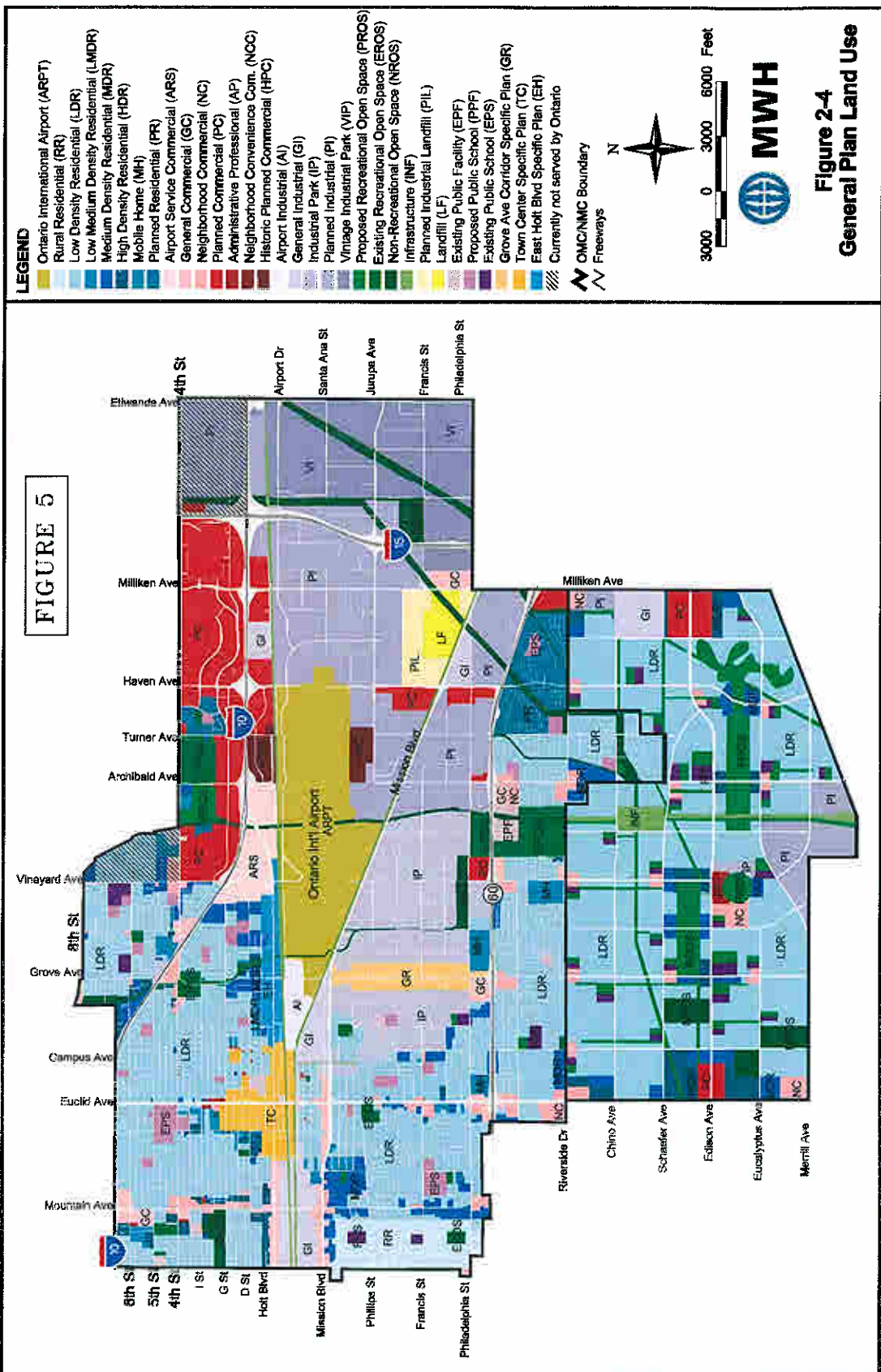
Table 2-1
Summary of General Plan Land Use

General Category	Land Use Type	Abbr.	OMC ⁽¹⁾			OMC ⁽¹⁾			NMAC ⁽²⁾			City		
			(acres)	(percent)		(acres)	(percent)		(acres)	(percent)		(acres)	(percent)	
Commercial	Planned Commercial	PC	14	2%		1,365	6%		181	2%		1,570	5%	
	Neighborhood Commercial	NC	0	0%		308	1%		232	3%		540	2%	
	General Commercial	GC	0	0%		347	1%		0	0%		347	1%	
	Town Center	TC	0	0%		229	1%		0	0%		229	1%	
	Airport Service Commercial	ARS	0	0%		227	1%		0	0%		227	1%	
	Historic Planned Commercial	HPC	0	0%		154	0%		0	0%		154	0%	
	Administrative Professional	AP	0	0%		13	<1%		29	<1%		42	<1%	
	Neighborhood Convenience Commercial	NCC	0	0%		2	<1%		0	0%		2	<1%	
	Grove Avenue Corridor	GR	0	0%		216	1%		0	0%		216	1%	
	East Hill Boulevard	EH	0	0%		171	1%		0	0%		171	1%	
Industrial	Subtotal		14	2%		3,033	13%		453	5%		3,488	11%	
	Planned Industrial	PI	385	55%		2,591	11%		433	5%		3,409	11%	
	Industrial Park	IP	0	0%		1,421	6%		37	<1%		1,458	5%	
	Village Industrial	VI	0	0%		1,349	6%		0	0%		1,349	4%	
	General Industrial	GI	0	0%		490	2%		160	2%		610	2%	
	Airport Industrial	AI	0	0%		96	<1%		0	0%		96	<1%	
	Subtotal		385	55%		5,906	25%		629	8%		6,922	22%	
	Low-Density Residential	LDR	116	17%		4,300	19%		4,264	52%		8,680	27%	
	Low-Medium-Density Residential	LMDR	0	0%		128	1%		0	0%		128	<1%	
	Planned Residential	PR	0	0%		395	2%		0	0%		395	1%	
Multiple Family Residential	Rural Residential	RR	0	0%		390	2%		0	0%		390	1%	
	Subtotal		116	17%		5,214	24%		4,264	52%		9,593	30%	
	Medium Density Residential	MDR	11	2%		589	3%		281	3%		861	3%	
	High Density Residential	HDR	0	0%		156	<1%		325	4%		481	1%	
	Mobile Homes	MH	0	0%		193	<1%		0	0%		193	1%	
	Subtotal		11	2%		938	4%		586	7%		1,536	5%	
	Existing Recreational Open Space	EROS	0	0%		492	2%		0	0%		492	2%	
	Planned Recreational Open Space	PROS	0	0%		95	<1%		1,034	13%		1,129	4%	
	Non-Recreational Open Space	NROS	26	4%		738	3%		192	2%		956	3%	
	Subtotal		26	4%		1,325	6%		1,226	15%		2,577	8%	
Schools/Public Facilities	Existing Public School	EPS	0	0%		322	1%		0	0%		322	1%	
	Planned Public School	PPS	0	0%		95	<1%		199	2%		294	<1%	
	Existing Public Facility	EPF	0	0%		123	1%		0	0%		123	<1%	
	Subtotal		0	0%		540	2%		199	2%		739	2%	
Landfills	Landfill	LF	0	0%		135	1%		0	0%		135	<1%	
	Planned Industrial Landfill	PIL	0	0%		208	1%		0	0%		208	1%	
	Subtotal		0	0%		341	1%		0	0%		341	1%	
	Ontario International Airport	ARPI	0	0%		1,394	6%		0	0%		1,394	4%	
	Infrastructure	INF	0	0%		229	1%		151	2%		380	1%	
	Major Roads and Freeways	RDOS	147	21%		4,259	18%		707	9%		5,113	16%	
	Subtotal		147	21%		6,400	2%		199	2%		739	2%	
	Subtotal		869	130%		23,182	100%		8,215	100%		32,066	100%	
	TOTAL		869	130%		23,182	100%		8,215	100%		32,066	100%	

Note: Totals (each) include any not used up due to rounding.

(1) Source: city, land use data.

(2) Source: copy of nmc_land use data.



6. Forecast of Ultimate Water Demand (Acre Feet)

The total historical and projected water use through year 2030 is presented in Section 2.3.5 of Appendix A. The projected water use, without water conservation in the year 2030, is projected to be 93,430 acre-feet.

The City pre-NMC service area is approaching buildout; thus, the growth in demands, from approximately 44,000 AF/yr. to about 55,000 AF/yr., represents a 25 percent increase⁴. The Project is part of this increase in water demand. Most of this projected increase in the OMC appears to be in the commercial and industrial categories. The NMC demands are projected to be about 38,000 AF/yr. at buildout. Note that although current water use in the NMC area is estimated to be approximately 19,000 AF/yr from private agricultural and domestic wells, it is assumed to be "zero" in terms of demands supplied from City sources.

Total demands to be supplied from the City's ultimate system (assumed to serve the entire City service area including the recently annexed NMC) are projected to increase to about 93,430 AF/yr (Table 2-12, Appendix A).

To comply with Section 10910, subdivision (d), (e), (f), and (g), we have incorporated by reference, the requested information in the adopted 2005 Urban Water Management Plan which is bound herein (Appendix A).

Water Supply Entitlements, Water Rights or Water Service Contracts

Law

10910. (d) (1) The assessment required by this section shall include an identification of any exiting water supply entitlements, water rights, or water service contracts relevant to the identified water supply for the proposed project, and a description of the quantities of water received in prior years by the public water system, or the city or county if either is required to comply with this part pursuant to subdivision (b), under the existing water supply entitlements, water rights, or water service contracts.

(2) An identification of existing water supply entitlements, water rights, or water service contracts held by the public water system, or the city or county if either is required to comply with this part pursuant to subdivision (b), shall be demonstrated by providing information related to all of the following:

(A) Written contracts or other proof of entitlement to an identified water supply.

⁴ Table 3-25, City of Ontario "Water and Recycled Water Master Plan", May 2006 by MWH.

- (B) Copies of a capital outlay program for financing the delivery of a water supply that has been adopted by the public water system.
- (C) Federal, state, and local permits for construction of necessary infrastructure associated with delivering the water supply.
- (D) Any necessary regulatory approvals that are required in order to be able to convey or deliver the water supply.

1. Current and Recorded Water Supply Sources

The proposed project represents about 0.17% of Ontario's water demand upon its ultimate water supply. The City of Ontario has three sources of supply (groundwater, desalter water from the Chino Desalter Authority, and recycled water) which will have to be expanded in order to meet the City's ultimate water demand. The City of Ontario also has a fourth source of supply (WFA) which is not anticipated to be expanded in the future for this project.

Ontario's potable water supplies come from two major sources (2002): local groundwater (79%) and imported surface water (21%). At build out, municipal water supply sources will consist predominantly of groundwater wells through direct use or treatment and use, and imported surface water from The Metropolitan Water District of Southern California (MWD) supplies. The reliability of MWD's water supplies is discussed in the Urban Water Management Plan (Appendix A). Other sources are more institutional, meaning water that is supplied through water transfers, deals, and agreements. Table 4-1 and Figure 4-1 (Appendix A) provide the potable water sources utilized by Ontario, and the specific amount of water used from each source from 1990 through 2004.

In 2004, total water production was 42,967 acre-feet, of which 27,824 or 65%, was produced from local groundwater supplies. The City received 15,143 acre-feet from its WFA source and 1,058 acre-feet of recycled water.

Ontario's projected water demand will be met using four water supply sources, imported water, local groundwater, treated groundwater (Chino Desalter Authority) and recycled water. (Table 4-6 of Appendix A).

2. Description of All Water Supply Projects

Dry Year Yield Project: On April 15, 2003, the City Council authorized execution of an agreement (Appendix C) with the Inland Empire Utilities Agency (IEUA) that funds water facilities that improve the City's water reliability and reduces dependence on imported water. This agreement is in conjunction with and a part of The Metropolitan Water District of Southern California's (MWD) Chino Basin Dry-Year-Yield Project. MWD is the regional wholesale water agency that supplies imported water to southern California from the Colorado River and the State Water Project from northern California.

As a matter of background, the California voters approved Proposition 13 in March 2000 authorizing the State of California to sell \$1.97 billion in general obligation bonds for water related projects throughout the State. Of these funds, \$161,544,000 was appropriated to the California Department of Water Resources ("DWR") local assistance grants for groundwater storage and supply reliability projects. MWD was subsequently selected by DWR as a grant recipient for \$45 million to be used for groundwater storage projects within its service area. Such groundwater storage programs are part of a larger effort to meet water supply demands in Southern California. In January 2002, Inland Empire Utilities Agency (IEUA) and the Chino Basin Water Master jointly submitted a proposal to MWD for a Groundwater Conjunctive Use Storage Program in conjunction with IEUA's local water agencies including the City of Ontario.

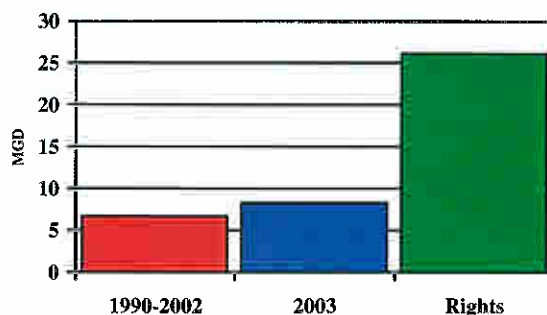
In April 2002, MWD approved the proposal that allows MWD to: 1) maintain a maximum of 100,000 acre-feet of groundwater in its Chino Basin storage account; and, 2) put a call on up to 33,000 acre-feet per year (but not more than the amount remaining in the storage account); and, 3) contribute up to \$27.5 million to participating IEUA's local water agencies to build wells and wellhead treatment facilities.

IEUA has entered into an agreement with MWD, Three Valleys Municipal Water District, and Chino Basin Water Master whereby funding will be provided to local agencies to build the water production and treatment facilities. Each participating local water agency will receive a portion of these funds consistent with the agency's ability to use delivered MWD water during normal years and use groundwater from the MWD storage account during dry years (*shift obligation*). Ontario's shift obligation is 8,076 acre-feet, and its share of the funding is \$5,674,168. These funds will be used to build three (3) new groundwater wells and a wellhead treatment facility to remove nitrates from several existing wells. The City agrees to complete the construction of the funded facilities no later than March 8, 2008. Upon call by MWD for stored water delivery, the City will operate these facilities, combined with the existing infrastructure to meet its shift obligation. As a result, the City is less reliant on imported water supply and improves its groundwater capacity during wet weather cycles.

Water Facilities Authority: The City of Ontario is a member of the Water Facilities Authority (WFA) that was created under the Joint Exercise of Powers Agreement (JPA) in 1980 (Appendix D). The other members are the Monte Vista Water District and the

Cities of Chino, Chino Hills, and Upland. The WFA's charter is to provide for the acquisition and construction of water supply facilities for its member agencies. The WFA purchases imported water from IEUA as a member agency of the MWD. The City of Ontario has capacity rights up to 25.4 mgd. Since 1990, the City has purchased an average of about 6.69 mgd (7,500 af per year). For 2003, the City purchased an average of 8.3 mgd (9,300 af per year). Figure 6 depicts these statistics. The rated capacity of the WFA treatment plant is 81 mgd (Appendix E). Per Ordinance No. 99-07-02, "Ordinance of the Water Facilities Authority – JPA: Repealing Ordinance 96-09-01", (Appendix F), notes that the City of Ontario has 31.4% of the design capacity of the treatment plant. The future reliability and vulnerability of MWD's supplies in addition to groundwater supplies is discussed in the "2005 Urban Water Management Plan" (Appendix A).

Figure 6 Imported Water Purchases versus Capacity Rights in WFA

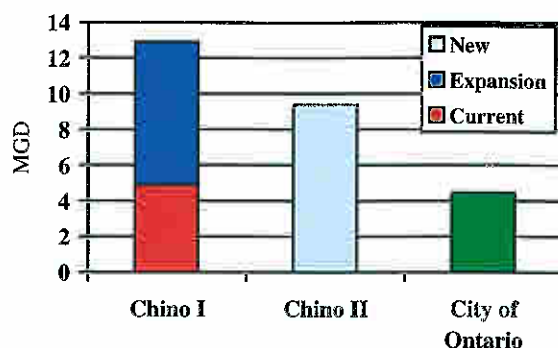


Chino Basin Desalting Authority: The City of Ontario is a member of the Chino Basin Desalting Authority (CDA), a joint exercise of powers agency created on September 25, 2001, along with Jurupa Community Services District, SARWC, IEUA and the Cities of Chino, Chino Hills, and Norco. The CDA issued \$150M of Revenue Bonds in 2002 for:

- 1) the acquisition of the Chino Desalter Unit I (Chino 1) from the Santa Ana Watershed Project Authority; and,
- 2) the design and expansion of Chino I from 8.0 to 12.9 mgd; as well as,
- 3) the design and construction of a 9.4 mgd Chino Desalter Unit II (Chino 2).

Chino 1 expansion is expected to be online by June 2005 and to produce an additional 5,000 acre-feet of desalted water per year bringing the total plant capacity to 14,200 af. Chino 2 Plant is designed for 9.4 mgd which will produce 10,400 af of desalted water per year by October 2005. The City of Ontario has agreed (Appendix G) to purchase 5,000 af/year (average 4.46 mgd) of the 24,600 af/year production capacity (Figure 7). The City of Ontario began receiving their contracted allotment in January 2006.

Figure 7 CDA Desalter Capacity



City Well Production: The City currently (2004) has 26 production wells in the Chino Basin with a combined capacity of about 41,707 gallons per minute (60.1 mgd at 100% utilization). Twenty-three (23) City wells are currently in service. In addition to the nine (9) new wells proposed in the Water Master Plan, the City has also prepared a long range replacement plan for older wells that lose production and as water quality concerns arise in the future. Replacement wells are expected to have higher flow capacities than the well they are replacing. The data in Table 3 provides a snapshot of well capacity.

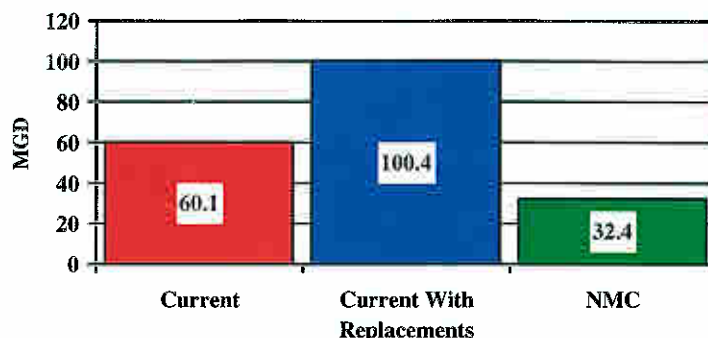
Table 3 Well Production Planning⁵

Well #	Capacity (GPM)		Well #	Capacity (GPM)	Well #	Capacity (GPM)
	Current	Replacement		Current		Future
7	0	2,500	24	1,779	NMC 1	2,500
9	1,770	2,500	25	1,395	NMC 2	2,500
11	1,386	2,500	31	2,917	NMC 3	2,500
15	1,615	2,500	35	2,747	NMC 3	2,500
16	657	2,500	37	2,927	NMC 4	2,500
17	1,277	2,500	38	2,341	NMC 5	2,500
18	0	2,500	39	2,132	NMC 6	2,500
19	0	2,500	40	3,000	NMC 7	2,500
20	816	2,500	41	2,500	NMC 8	2,500
26	885	2,500	44	3,000	NMC 9	2,500
27	1,101	2,500				
34	1,525	2,500				
3	780	2,500			OMC 1	2,500
4	1,000	2,500			OMC 2	2,500
36	1,565	2,500				
29	2,592	2,500				
TOTAL	16,969	40,000	TOTAL	24,738	TOTAL	27,500
TOTAL CAPACITY AFTER REPLACEMENTS + ADDITIONS BY THE YEAR 2026.						92,238

⁵ City of Ontario Source Planning Model July 2004. (Appendix H)

At 100% utilization (24 hours per day and 7 days per week) 92,238 gpm well capacity produces 132.8 mgd. Figure 8 depicts the current, long range production plan for replacement and the additional new wells planned for NMC, by the year 2026.

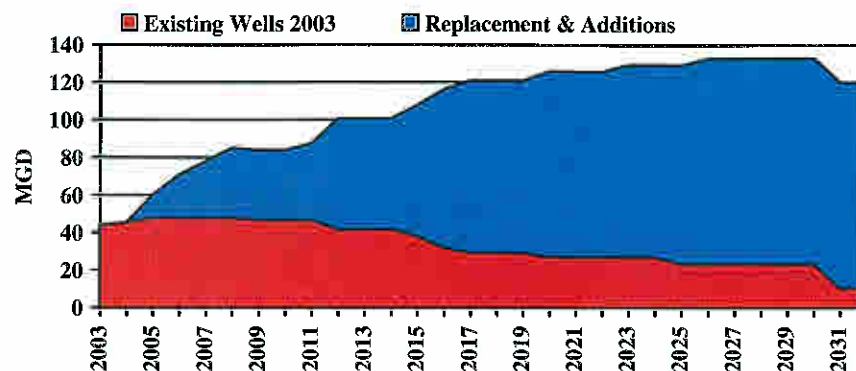
Figure 8 Well Production Capacity (100% Utilization)



The estimated production capacity, excluding New Model Colony Wells, from replacement wells (100% utilization) is expected to increase the current capacity from 41,707 gpm (60.1 mgd) to 69,738 gpm (100.4 mgd) over the next 26 years. Figure 9 depicts this expected capacity increase.

On June 15, 2004 and July 20, 2004, the City Council approved Professional Services Agreements to design eight new wells. It is anticipated that the five wells drilled for the City will provide 12,500 gpm of additional production capacity. Three of the wells, which will serve the New Model Colony area, are anticipated to provide 7,500 gpm in production capacity.

Figure 9 Well Replacements and Additions Program



Recycled Water: The use of recycled water by the City of Ontario and the entities within the Inland Empire Utilities Agencies is extensively covered in the attached Urban Water Management Plan, (Appendix A). In 2000, IEUA delivered about 700 acre-feet of recycled water to the City of Ontario for landscape irrigation. Table 2-6 of the Urban Water Management Plan shows that the City of Ontario could use up to 14,492 acre-feet per year of reclaimed water.

3. Comparison of Supply and Demand

To meet this forecast of demand, Table 4-6 of the 2005 Urban Water Management Plan shows "Current and Planned Water Supplies – Normal Year Scenario" and Table 4-7 shows the "Current and Planned Water Supplies – Dry Year Scenario".

Groundwater Analysis

Law

10910. (f) If a water supply for a proposed project includes groundwater, the following additional information shall be included in the water supply assessment.

(1) A review of any information contained in the urban water management plan relevant to the identified water supply for the proposed project.

(2) A description of any groundwater basin or basins from which the proposed project will be supplied. For those basins for which a court or the board has adjudicated the rights to pump groundwater, a copy of the order or decree adopted by the court or the board and a description of the amount of groundwater the public water system, or the city or county if either is required to comply with this part pursuant to subdivision (b), has the legal right to pump under the order or decree. For basins that have not been adjudicated, information as to whether the department has identified the basin or basins as overdrafted or has projected that the basin will become overdrafted if present management conditions continue, in the most current bulletin of the department that characterizes the condition of the groundwater basin, and a detailed description by the public water system or the city or county if either is required to comply with this part pursuant to subdivision (b), of the efforts being undertaken in the basin or basins to eliminate the long-term overdraft condition.

(3) A detailed description and analysis of the amount and location of groundwater pumped by the public water system, or the city or county if either is required to comply with this part pursuant to subdivision (b), for the past five years from any groundwater basin from which the proposed project will be supplied. The description and analysis shall be based on information that is reasonably available, including, but not limited to, historic use records.

(4) A detailed description and analysis of the amount and location of groundwater that is projected to be pumped by the public water system, or the city or county if either is required to comply with this part pursuant to subdivision (b), from any basin from which the proposed project will be supplied. The description and analysis shall be based on information that is reasonably available, including, but not limited to, historic use records.

(5) An analysis of the sufficiency of the groundwater from the basin or basins from which the proposed project will be supplied to meet the projected water demand associated with the proposed project. A water supply assessment shall not be required to include the information required by this paragraph if the public water system determines, as part of the review required by paragraph (1), that the sufficiency of groundwater necessary to meet the initial and projected water demand

associated with the project was addressed in the description and analysis required by paragraph (4) of subdivision (b) of Section 10631.

Introduction*

Since the major source of potable water in the City of Ontario's service area is groundwater, SB 610 requires a groundwater analysis as part of the WSA. This section will include: 1) review of information contained in the urban water management plan relevant to the proposed project, 2) a description of the groundwater basin used to supply potable water to the proposed project and a review of the City of Ontario's legal right to pump from this basin, 3) historic (past 5 years) analysis of amount and location of groundwater pumped from the basin, 4) projected analysis of groundwater to be pumped from the basin, and 5) analysis of the sufficiency of the groundwater basin to meet the demands of the proposed project and the suppliers demands.

1. Review of Urban Water Management Plan (Section 10910 (f)(1))

The "2005 Urban Water Management Plan", prepared by MWH was adopted by the City of Ontario by Resolution 2005-126 on December 20, 2005 and is attached as Appendix "A" and is incorporated by reference herein. The Plan includes information relevant to the identified water supply for the proposed project. This information includes: current and projected water supplies (*Water Supplies*⁶) through Year 2030, a description of the Chino Groundwater Basin (*Water Supplies*), the reliability of the water supply (*Water Supply Reliability*), historical, current and projected water use (*Population and Water Use*), projected supply and demand comparisons (*Water Supply Reliability*), demand management provisions (*Water Conservation*) and water shortage plans (*Water Shortage Contingency Plan*).

The Section of the UWMP entitled "Water Supply Reliability" includes tables identifying current supplies and projecting supply sources in five-year increments through the Year 2030. The conservative supply sources contemplated and included development projections through Year 2030, including the project subject to this WSA.

⁶ Words and phrases italicized parenthetically are in reference to chapters so titled in the "2005 Urban Water Management Plan".

* The legal discussion of Chino Groundwater Basin is based upon Jurupa Community Services District's "Water Source Assessment for the County of Riverside EIR No. 450" April 10, 2003, Section 4, prepared by John J. Schatz.

2. Description of Chino Groundwater Basin and Legal Right to Pump (Section 10910 (f)(2)).

A. Description of Chino Groundwater Basin

The City of Ontario produces water from groundwater sources identified in this WSA located in the Chino Groundwater Basin ("the Basin"), which was adjudicated by the Superior Court of the State of California for the County of San Bernardino January 27, 1978 ("the Judgment"). A copy of the Judgment and Court-approved amendments thereto are attached as Appendix I.

Ontario's primary source for potable water comes from local groundwater sources located in the Chino Groundwater Basin (Basin). The Basin consists of approximately 235 square miles in the upper Santa Ana River Watershed that covers San Bernardino, Riverside and Orange Counties. While still considered a single basin for hydrologic purposes, the Basin is divided into five management zones (Figure 10), based on similar hydrologic conditions.

The Basin stores approximately five (5) million acre-feet of groundwater with the capability of storing additional one (1) million acre-feet. Geographically speaking, the City overlies the approximate center of the basin. Operation of the basin is governed by a 1978 court judgment and agreement among producers (Appendix I), whereby each is allotted a "base water right" to a certain percentage of the natural yield or "safe yield" of the basin. Under the judgment/agreement, entities (including the City of Ontario) can pump in excess of their allotted "base water right" but must pay a pump tax to cover the cost to replenish any overdraft caused by the excess pumping. The provisions of the judgment/agreement and the monitoring of the basin are carried out by a court appointed water-master. The water-master files an annual report on pumping and replenishment.

B. Legal Right to Pump from the Chino Groundwater Basin

The Judgment represents a plenary adjudication of all water rights in the Basin and is currently administered under the authority of the Chino Basin Watermaster with continuing jurisdiction by the Court. The principal function of an adjudication generally is to control the use of a water source in order to ensure the source is utilized in an optimum manner. For purposes of an adjudication, the central feature is the determination of the safe yield of the Basin.

The safe yield of a groundwater basin has been defined as the amount of water that can be withdrawn annually without producing an undesirable result. Withdrawal in excess of safe yield is termed overdraft. The Judgment established the safe yield of the Basin in the amount of 140,000 acre-feet per year; however, Watermaster may determine that the operating safe yield can be higher from year-to-year depending on factors including favorable precipitation and management efforts that maximize the beneficial use of the groundwater Basin. These management efforts, which ensure the long-term sufficiency of groundwater from the Basin, including during dry years, are addressed in Subsection 5, which follows:

The Judgment does not place any limits upon the groundwater production by any party to the Judgment, which includes the City of Ontario. Non-parties to the Judgment are prohibited from pumping from the Basin (Judgment Paragraph 8), but parties are permitted to pump in accordance with the rights described by the Judgment.

The Judgment allocates safe yield of the Basin according to the three pools as described in Paragraph 13 of the Judgment. The members of each pool are then enjoined from producing water from the Basin in excess of such allocated amount "except pursuant to the provisions of the Physical Solution" (Judgment, Paragraph 13(a)-(c)).

The Physical Solution of the Judgment is described in broad terms by Paragraphs 39 through 57 of the Judgment. Paragraph 45 provides Watermaster with the authority to levy and collect assessments for the purchase of water necessary to balance the production by any party in excess of that party's allocated share of safe yield of the Basin. Paragraphs 49 and 50 then describe the sources of water which are authorized to function as sources of replenishment water and methods by which water can be replenished to the Basin. Exhibit "I", Paragraph 7, of the Judgment describes the way in which costs for replenishment water will spread among the members of the Appropriate Pool, which includes the City of Ontario.

The afore-cited paragraphs of the Judgment evince a clear expectation that parties, including the City of Ontario, would produce water in excess of their adjudicated production rights. The injunction in Paragraph 13 of the Judgment should thus be interpreted to mean that parties are enjoined from producing water in excess of their adjudicated rights except to the extent that they will pay a replenishment assessment upon production exceeding a specified amount.

The ability to produce water from the Basin is accordingly not a matter of availability, as contemplated and sanctioned by the Judgment for the reasons discussed above, but rather a matter of cost. Water produced in excess of production rights will cost more than water produced within a party's production rights. Thus, the quantity and reliability of groundwater supplies for purposes of this WSA is a matter of cost of the water produced from the Basin rather than limitations on production which may otherwise operate to reduce the sufficiency of the groundwater supply.

The City of Ontario's Water Rights in the Chino Basin are discussed in Section 4 of Appendix A.

3. Historic Use of Groundwater by the City of Ontario (Section 10910(f)(3))

Ontario's groundwater supply comes from their twenty-three operational groundwater wells located throughout their service area. The general location of these wells is shown on Figure 11 (Figure 4A of the City of Ontario's Water Master Plan, prepared by Boyle Engineering, 2000). The amount of groundwater pumped by the City of Ontario since 1990 from the Chino Groundwater Basin is listed in Table 4-1 of Appendix A.

4. Projected Use of Groundwater by the City of Ontario (Section 10910(f)(4))

The proposed project will receive water from the City of Ontario's groundwater sources, WFA, and recycled water (Table 4-6 of Appendix A).

The City of Ontario's projected groundwater use is dependent upon the cost of extracting, treating and transporting the water to its customers. Groundwater from the Chino Groundwater Basin will be utilized by the City of Ontario either directly by pumping into its distribution system or by treating the groundwater by its proposed ion exchange plant and then pumping the treated groundwater into the City of Ontario's distribution system. The capacity of the City of Ontario's existing and future wells will be about 92,238 gpm (132.8 mgd) by the year 2026.

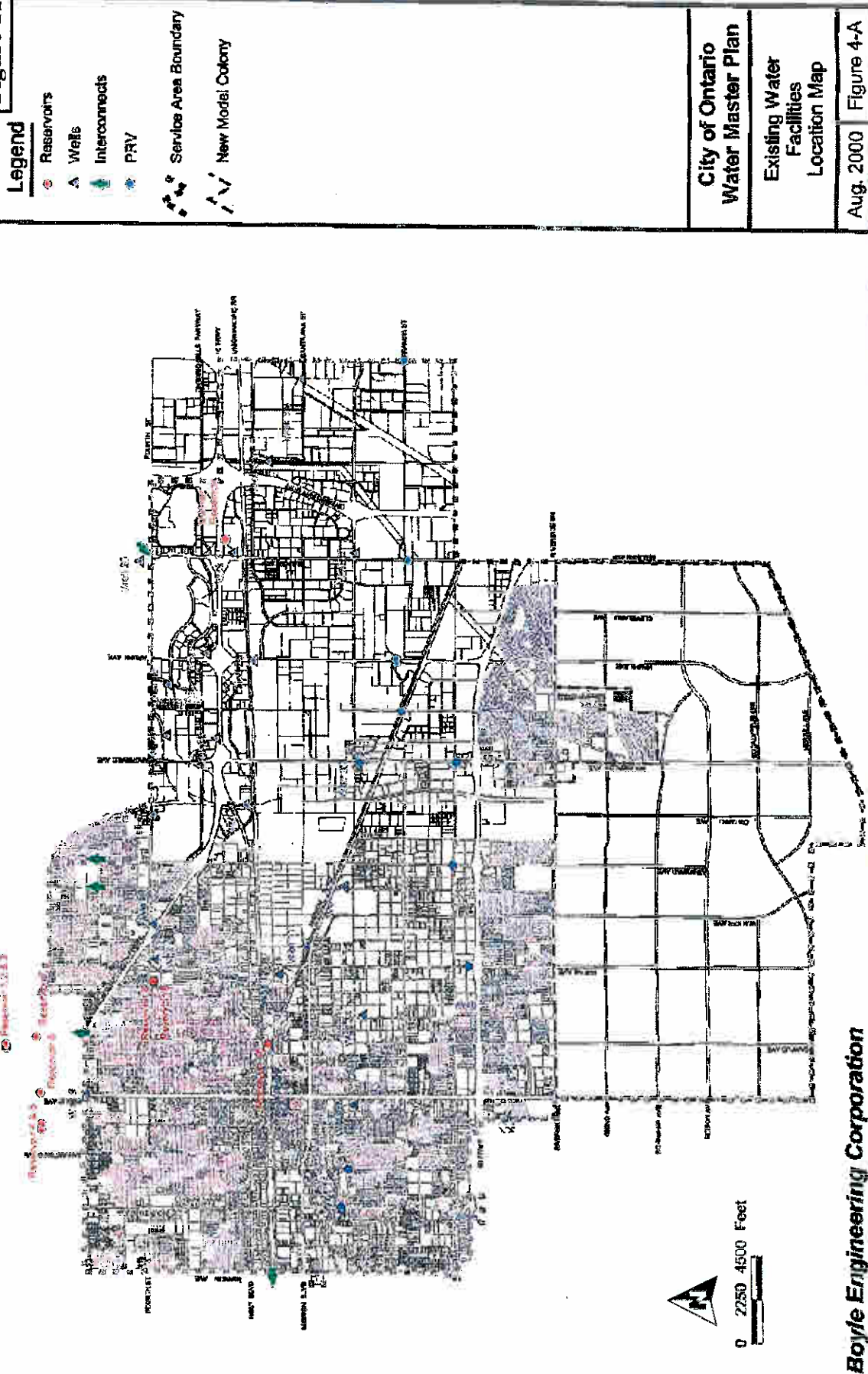
In addition to its well production, the City of Ontario will also utilize groundwater from the Chino Groundwater Basin from the Chino Desalter Authority's Chino Basin Desalters. As discussed previously, Ontario's contracted groundwater supply from the Chino Desalters, is 5000 acre-feet/year.

The amount of water that the City of Ontario expects to withdraw from the Chino Basin via their well field or from the Chino Desalters is well within appropriate right pursuant to the Chino Basin Adjudication of 1978. Therefore, the projected supplies needed to meet future demands are easily met from the various sources discussed in this report.

5. Sufficiency of Groundwater Basin (Section 10910 (f)(5))

The City of Ontario's legal right to pump water in an amount necessary to meet all demands as sanctioned and protected by the Judgment as discussed above, is buttressed by a number of programs and projects directed to ensuring the sufficiency of groundwater supplies from the Basin, particularly during dry years. An adjudicated water right has perhaps the most substantial indicia of reliability of any water right that currently exists in California. An adjudicated right is based upon long-term studies whose purpose it to protect the long-term functionality of the water source. These rights are coordinated in an established and binding manner with all the other users of the Basin and are overseen by Watermaster which has the authority to mandate and proscribe activities whose purpose is to protect the water source and maximize its long-term beneficial use.

Figure 11



Basin management activities include objectives, projects and programs identified in the Peace Agreement, entered into between Judgment parties on June 29, 2000, which are more specifically described in the Optimum Basin Management Program (OBMP) that implements the provisions of the Peace Agreement. All Watermaster processes are governed by Rules and Regulations and receive active oversight from the Court which, as noted above, retains continuing jurisdiction over the administration of the Judgment. Consequently, the sufficiency of the groundwater is not only directed by rigorous Watermaster management processes, but validated and ensured by continuing Court oversight.

OBMP projects directed to ensuring the maximization of safe yield and operating safe yield of the Basin include: 1) a comprehensive monitoring program; 2) a comprehensive recharge program; 3) development and implementation of a water supply plan for impaired areas of the Basin; 4) development and implementation of a comprehensive groundwater management plan for Management Zone 1; 5) development and implementation of a regional supplemental water program; 6) development and implementation of cooperative programs with the California Regional Water Quality Control Board – Santa Ana Region and other agencies to improve Basin management; 7) development and implementation of a salt management program; 8) development and implementation of a groundwater storage program; and, 9) development and implementation of storage and recovery programs.

As stated, the referenced elements of the OBMP collectively comprise a comprehensive regimen directed to ensuring and maximizing the long-term beneficial use of water in the Basin. In particular, and specific to the location of current and future groundwater production facilities upon which Ontario relies or will rely to provide water to meet all demands within its service area, OBMP Program Element No. 3-“Develop and Implement Water Supply Plan for the Impaired Areas of the Basin” and Program Element No. 5-“Develop and Implement Regional Supplemental Water Program”, address the sufficiency of groundwater from the Basin.

Program Element Nos. 3 and 5 of the OBMP provides in part:

“AS URBANIZATION OF THE AGRICULTURAL AREAS OF SAN BERNARDINO AND RIVERSIDE COUNTIES IN THE SOUTHERN HALF OF THE BASIN OCCURS, THE AGRICULTURAL WATER DEMANDS WILL DECREASE AND URBAN WATER DEMANDS WILL INCREASE SIGNIFICANTLY. FUTURE DEVELOPMENT IN THESE AREAS IS EXPECTED TO BE A COMBINATION OF URBAN USES (RESIDENTIAL, COMMERCIAL, AND INDUSTRIAL). THE CITIES OF CHINO, CHINO HILLS, AND ONTARIO, AND THE JURUPA COMMUNITY SERVICES DISTRICT (JCSD) ARE EXPECTED TO EXPERIENCE SIGNIFICANT NEW DEMAND AS THESE PURVEYORS BEGIN SERVING URBAN CUSTOMERS IN THE FORMER AGRICULTURAL AREAS. BASED ON CURRENT ESTIMATES OF OVERLYING AGRICULTURAL POOL PRODUCTION, IT IS EXPECTED THAT AT LEAST 40,000 ACRE-FT/YR OF GROUNDWATER WILL NEED TO BE PRODUCED (SIC) IN THE SOUTHERN PART OF THE BASIN TO MAINTAIN THE SAFE YIELD.

BASED ON THE DATA PRESENTED IN *OPTIMUM BASIN MANAGEMENT PROGRAM, PHASE I REPORT* (AUGUST 1999), MUNICIPAL AND INDUSTRIAL DEMANDS ARE PROJECTED TO INCREASE 30 PERCENT BETWEEN 2000 AND ULTIMATE BUILD OUT (ASSUMED TO BE 2020 IN THE PHASE I REPORT). SEVERAL AGENCIES WILL EXPERIENCE INCREASES IN DEMAND EXCEEDING 30 PERCENT, INCLUDING THE CITIES OF CHINO, CHINO HILLS, NORCO, ONTARIO, CUCAMONGA COUNTY WATER DISTRICT (CCWD), FONTANA WATER COMPANY (FWC), JCSD, AND THE WEST SAN BERNARDINO COUNTY WATER DISTRICT (WSBCWD). FORECASTS FROM MUNICIPAL AND INDUSTRIAL ENTITIES INDICATE THAT MUNICIPAL WATER SUPPLY SOURCES FOR THE CHINO BASIN AT BUILD OUT WILL CONSIST PREDOMINANTLY OF CHINO BASIN WELLS THROUGH DIRECT USE OR TREATMENT AND USE, GROUNDWATER AND TREATED SURFACE WATER FROM OTHER BASIN, AND MWDSC SUPPLIES. THERE IS APPROXIMATELY 48,000 ACRE-FT/YR OF AGRICULTURAL PRODUCTION IN THE SOUTHERN PART OF THE CHINO BASIN IN THE YEAR 2000, AND THIS PRODUCTION WILL REDUCE TO ABOUT 10,000 ACRE-FT/YR IN THE YEAR 2020 AT BUILD OUT. THIS DECLINE IN AGRICULTURAL PRODUCTION MUST BE MATCHED BY NEW PRODUCTION IN THE SOUTHERN PART OF THE BASIN OR THE SAFE YIELD IN THE BASIN WILL BE REDUCED.

CONSIDERABLE DISCUSSION OF THE ALTERNATIVE WATER SUPPLY PLANS OCCURRED AT THE OBMP WORKSHOPS. THE DISCUSSIONS FOCUSED, IN PART, ON THE ASSUMPTION AND DETAILS OF EACH ALTERNATIVE AND COST. BASED ON TECHNICAL, ENVIRONMENTAL, AND COST CONSIDERATIONS, THE STAKEHOLDERS SELECTED THE WATER SUPPLY PLAN DESCRIBED IN TABLE 2. GROUNDWATER PRODUCTION FOR MUNICIPAL USE WILL BE INCREASED IN THE SOUTHERN PART OF THE BASIN TO: MEET THE EMERGING DEMAND FOR MUNICIPAL SUPPLIES IN THE CHINO BASIN, MAINTAIN SAFE YIELD, AND TO PROTECT WATER QUALITY IN THE SANTA ANA RIVER. A PRELIMINARY FACILITY PLAN (REVISED DRAFT WATER SUPPLY PLAN PHASE I DESALTING PROJECT FACILITIES REPORT) WAS PREPARED IN JUNE 2000, THAT DESCRIBES THE EXPANSION OF THE CHINO I DESALTER AND THE CONSTRUCTION OF THE CHINO II DESALTER TO BE BUILT IN THE JCSD SERVICE AREA (ATTACHMENT I).(UNDERLINING INCLUDED IN QUOTED TEXT). NEW SOUTHERN BASIN PRODUCTION FOR MUNICIPAL USE WILL REQUIRE DESALTING PRIOR TO USE. THE CITIES OF CHINO, CHINO HILLS, ONTARIO AND NORCO, AND THE JCSD WILL MAXIMIZE THEIR USE OF GROUNDWATER FROM THE SOUTHERN PART OF THE BASIN PRIOR TO USING OTHER SUPPLIES⁷.

IMPORTED WATER USE WILL INCREASE TO MEET EMERGING DEMANDS FOR MUNICIPAL AND INDUSTRIAL SUPPLIES IN THE CHINO BASIN AREA, WATERMASTER REPLENISHMENT, AND STORAGE AND RECOVERY PROGRAMS OR CONJUNCTIVE USE. EXPANDED USE OF IMPORTED WATER IN THE NORTHERN PART OF THE BASIN WILL HAVE A LOWER PRIORITY THAN MAINTAINING GROUNDWATER PRODUCTION IN THE SOUTHERN PART OF THE BASIN. RECYCLED WATER USE (DIRECT USE AND

⁷Detailed discussion continues in this paragraph concerning the production capacity of the desalters and construction/expansion projections.

RECHARGE) WILL INCREASE TO MEET EMERGING DEMANDS FOR NON-POTABLE WATER AND ARTIFICIAL RECHARGE. UNDER THE CURRENT BASIN PLAN, ALL NEW RECYCLED WATER USE WILL REQUIRE MITIGATION FOR TDS AND NITROGEN IMPACTS. RECYCLED WATER USE WILL BE EXPANDED AS SOON AS PRACTICAL. THE TWO NEW DESALTERS DESCRIBED ABOVE AND THE INCREASE IN STORM WATER RECHARGE WILL PROVIDE MITIGATION FOR THE EXPANDED USE OF RECYCLED WATER.”

As indicated in the foregoing quoted OBMP text, the City of Ontario overlies groundwater supplies in the southern part of the Basin which must be pumped for purposes of meeting new demands, maintain safe yield and to protect water quality in the Santa Ana River. As agricultural production in the southern part of the Basin declines, it will be necessary for these reasons to increase production for municipal uses. This will be achieved through the Chino I and Chino II Desalters, of which the City of Ontario has a contractual right to purchase 5,000 acre-ft/yr pursuant to the 2001 “Joint Exercise of Powers Agreement Creating the Chino Basin Desalter Authority”. Thus, not only was increased Basin water production by the City of Ontario foreseen in the OBMP, but actually sanctioned and encouraged for purposes of achieving OBMP objectives.

The sufficiency of the City of Ontario’s groundwater supply is assured due to the abundance of groundwater which it overlies in the central and southern portion of the Basin, OBMP objectives that prioritize and assure production from the southern Basin, coupled with desalting and ion-exchange treatment facilities that enable the use of this abundant supply for municipal (potable) purposes. As indicated in the quoted text of the OBMP, southern basin production, where the City of Ontario is partially located, is the linchpin of several critical OBMP objectives. Thus the sufficiency of groundwater is heightened and prioritized by the necessity of continued pumping from the southern Basin under the OBMP which is administered by the Watermaster and ultimately enforced by continuing Court jurisdiction over the Judgment.

The other referenced OBMP Program Elements are collectively directed to ensuring the sufficiency of Basin groundwater supplies, particularly during dry years, and comprehensively address water quality and quantity, thus maximizing beneficial use over the long-term. Sufficiency of groundwater from the Basin is further assured for the following reasons.

Inland Empire Utilities Agency (IEUA) is a member agency of The Metropolitan Water District of Southern California (MWD), which provides imported water from the State Water Project for direct use by parties to the Judgment in the Basin and for Basin recharge purposes. IEUA has also reviewed the sufficiency of supplies for its service territory that includes the Basin in connection with its Year 2000 Urban Water Management Plan (UWMP).

IEUA’s UWMP is consistent with, and reiterative of, OBMP projects and programs. IEUA’s UWMP projects increased requirements for imported water for direct and recharge use while noting reductions during dry years (due to increased reliance on

groundwater from the Basin) and in the higher amount otherwise required in the absence of OBMP projects and programs. The UWMP also analyzes the sufficiency of water supplies for single and multiple year drought scenarios and concludes the region is expected to meet 100% of its dry year demand under every scenario.

IEUA's UWMP also discusses MWD's Year 2002 "Report on Metropolitan's Water Supplies". IEUA has augmented its assessment of imported water supply reliability via correspondence dated March 19, 2003, to the City of Chino⁸. This correspondence includes a detailed discussion regarding contemporary circumstances, including the reduction of Colorado River water to MWD and MWD's most recent supply report: "Report on Metropolitan's Water Supplies", dated March 25, 2003. IEUA concludes, on the bases of the OBMP and its own activities in the Basin and MWD's latest report, that imported supply reliability will remain adequate to serve anticipated demand through 2025. California Water Code Section 10631(j) provides that urban water suppliers, such as IEUA, that rely upon a wholesale agency for a source of water may rely upon water supply information provided by the wholesale agency in fulfilling UWMP informational requirements.

IEUA's independent analysis of contemporary regional water conditions in conjunction with MWD's most recent report, provide additional and reliable assurances concerning the sufficiency of imported water supplies that comprise a portion of overall Basin supply sufficiency. As stated in the above-quoted OBMP text, however, "expanded use of imported water in the northern part of the Basin will have a lower priority than maintaining groundwater production in the southern part of the Basin".

IEUA's March 19, 2003 correspondence also references MWD's 100,000 acre-feet water storage and recovery program which, along with future storage and recovery projects will drought-proof the Basin and all other appropriative pool members (including the City of Ontario) from imported water shortages. Watermaster finalized an agreement for the MWD 100,000 acre-feet program that will include at least 9,000 acre-feet per year of participation by the City of Ontario and thus further enhancing the sufficiency of the City of Ontario's groundwater supply. This program is consistent with OBMP Program Element No. 9-Develop And Implement Storage And Recovery Program. Benefits to the Basin associated with this program include the construction of facilities to enhance imported water deliveries and the production of water from the Basin. Further demonstrating the sufficiency of Basin groundwater is MWD's program to use the Basin for dry year supply purposes, thus underscoring that sufficient Basin groundwater is available during dry years not only for local use by agencies such as the City of Ontario but also in connection with MWD's regional reliability programs.

In conclusion, the sufficiency of groundwater from the Basin is assured due to the City of Ontario's legal right to produce water necessary to meet ultimate demands in conjunction with OBMP objectives. These OBMP objectives overseen and administered by the Chino Basin Watermaster specifically direct and assure, under the auspices of continuing Court

⁸Attached hereto and incorporated by reference herein as Appendix "J".

jurisdiction, the long-term production of water from the southern part of the Basin where the City of Ontario is partially located.

Primary Issue for Assessment - Findings

Whereas:

1. The City of Ontario has been identified as the public water supplier for the Sares-Regis Distribution Center (Project).
2. The projected water demand for the project is 162 acre-feet per year.
3. The water demand for this project was included in the "2005 Urban Water Management Plan" by MWH, December 2005 , which was adopted by the City of Ontario by Resolution 2005-126 dated December 20, 2005.
4. The City of Ontario's existing water supply (2004) is 71.6 mgd, while the maximum day demand is 64.2 mgd. The projected 2030 water supply is 93,430 acre-feet. "...The City has the ability to pump more water if needed as the City's groundwater pumping capacity is greater than needed to meet the annual demands, as additional wells are used to meet the maximum day demand." (Section 5-2 of Appendix A)
5. The City of Ontario has water rights in the Chino Groundwater Basin and capacity rights (25 mgd) in the WFA Treatment Plant. The City also has contracted for 5000 acre-feet per year from the Chino Desalter Authority. The projected recycled water use is 14,492 acre-feet per year by 2030.

The City of Ontario has sufficient water supply to provide water to the proposed project during normal, single dry, and multiple dry years during a 20 year projection, in addition to meeting the City's existing and planned future uses.

APPENDIX A

**"CITY OF ONTARIO
URBAN WATER MANAGEMENT PLAN
FINAL REPORT"
PREPARED BY
MWH
DECEMBER 2005**



City of Ontario

Final Report

Urban Water Management Plan

December 2005



CITY OF ONTARIO

Urban Water Management Plan

FINAL REPORT

December 2005



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List of Abbreviations

To conserve space and improve readability, abbreviations have been used in this report. Each abbreviation has been spelled out in the text the first time it is used. Subsequent usage of the term is usually identified by its abbreviation. The abbreviations used are as follows:

List of Abbreviations

Abbreviation	Description
acre-ft/yr	acre-feet per year
AFY	acre-feet per year
Act	Urban Water Management Planning Act (Water Code Section 10610-10656)
ADD	Average Day Demand
BMP's	Best Management Practices
CBWM	Chino Basin Watermaster
CCI	Construction Cost Index
CDA	Chino Basin Desalter Authority
CDA-I	Chino Desalter No. 1 (located in the City of Chino)
CDA-II	Chino Desalter No. 2 (located in JCSD)
CDA-III	Chino Desalter No. 3 (no location)
City	City of Ontario
CII	Commercial-Industrial-Institutional
CIP	Capital Improvement Program
CUWCC	California Urban Water Conservation Council
CVWD	Cucamonga Valley Water District
DMM	Demand Management Measures
du	dwelling unit
DWR	California State Department of Water Resources
DYY	Dry Year Yield
ENR	Engineering News Record
ERP	Emergency Response Plan
ft/s	feet per second
FWC	Fontana Water Company
FY	Fiscal Year
GP	General Plan
gpd	gallons per day
gpd/cap	gallons per day per capita
FY	Fiscal Year
HDR	High Density Residential
HECW	High Efficiency Clothes Washers
HGL	Hydraulic Grade Line
IEUA	Inland Empire Utilities Agency
INF	Infrastructure
IRP	Integrated Resources Plan
JCSD	Jurupa Community Services District
LDR	Low Density Residential
MDD	Maximum Day Demand
MDR	Medium Density Residential

List of Abbreviations (Continued)

List of Abbreviations (Continued)

MFR	Multi Family Residential
MOU	Memorandum of Understanding regarding water conservation in California
MWD	Metropolitan Water District of Southern California
MVWD	Monte Vista Water District
NMC	New Model Colony
NC	Neighborhood Commercial
OBMP	Optimum Basin Management Plan
OMC	Old Model Colony
OSY	Operating Safe Yield
RO	Reverse Osmosis
SAWC	San Antonio Water Company
SAWRC	Santa Ana River Water Company
SCAG	Southern California Association of Governments
SCE	Southern California Edison
SFR	Single Family Residential
SR	State Route
SWP	State Water Project
TDS	Total Dissolved Solids
TVMWD	Three Valleys Municipal Water District
ULF	Ultra Low Flow (toilets)
UWMP	Urban Water Management Plan
WEWAC	Water Education Water Awareness Committee
WDF	Water demand factor
WFA	Water Facilities Authority
WMP	Water Master Plan

Section 1

Introduction

1.1 PROJECT AUTHORIZATION

This Urban Water Management Plan (UWMP) has been prepared in accordance with the agreement for water master planning consulting services between the City of Ontario (City) and MWH Americas, Inc. (MWH) dated July 20, 2004. This report refers to the scope of services of Task 5 of this contract only. The work related to the remaining tasks are presented in separate reports.

1.2 REPORT OVERVIEW

This UWMP is divided into seven sections. This section provides an brief description of the Urban Water Management Planning Act, the relation of this UWMP with the regional UWMP prepared by the Inland Empire Utilities Agency (IEUA) and other water agencies. This section also included a description of the City's service area, land use, climate, and topography.

Section 2 describes the City's historical and projected population through year 2030, which is the planning horizon of this report. The historical and projected potable and recycled water demands associated with the population are also discussed in this section. **Section 3** describes the water conservation efforts of the City to date and through year 2030, including a more detailed water conservation plan for the period 2006-2010. **Section 4** provides an overview of the City's water supplies, the historical usage of various supply sources and the projected water supply mix through year 2030 as presented in the *2005 Water and Recycled Water Master Plan Update* (MWH, 2005a). **Section 5** discusses the water supply reliability by comparing the projected water demands presented in Section 2 with the available supplies presented in Section 4. Normal Year, Single Dry Year, and Multiple Dry Year scenarios are evaluated through year 2030. The Water Shortage Contingency Plan is discussed in **Section 6**, and the UWMP Implementation Plan is provided in **Section 7**. A list of references used for the preparation of this UWMP is provided in **Appendix A**.

The majority tables presented in this report correspond with the sample table formats included in the *Guidebook to assist water suppliers in the preparation of a 2005 UWMP* prepared by the California Department of Water Resources (DWR, 2005). To facilitate DWR's review of this report, a lookup table is included in the Table of Contents which lists all the sample tables presented in DWR's Guidebook that are included in this report with the corresponding table numbering in this UWMP.

1.3 URBAN WATER MANAGEMENT PLANNING ACT

This is the UWMP for the City for the period of 2006 through 2010. This report has been prepared in compliance with California Water Code, Division 6, Part 2.6. The Urban Water Management Planning Act (Act; Water Code Section 10610 et. Seq.) became effective on

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January 1, 1984. Multiple amendments have been added to the Act, the most recent occurring in 2004.

The Act requires that every urban water supplier providing water for municipal purposes to more than 3,000 customers or supplying more than 3,000 acre-feet of water annually (AFY) prepare and adopt an UWMP. The Act requires urban water suppliers to prepare an UWMP that describes and evaluates sources of supply, reasonable and practical efficient water uses, recycling and water demand management activities. The amendments require additional actions addressing urban water management plan preparation and considerations of such issues as metering, drought contingency planning, and water recycling. The Act requires that each water supplier prepare or update its UWMP every five years before December 31, in years ending in five and zero. A copy of the Act is included in **Appendix B**.

The requirements for the preparation of an UWMP set forth in the California Water Code Sections 10610 through 10656 are intended to provide assistance to water agencies in carrying out their long-term resource planning responsibilities to ensure adequate water supplies to meet existing and future demands for water. The need for the planning and management of urban water supplies are based on the following declaration of the State of California Legislature (Water Code 10610):

- The waters of the state are a limited and renewable resource subject to ever-increasing demands.
- The conservation and efficient use of urban water supplies are of statewide concern; however, the planning for that use and the implementation of those plans can best be accomplished at the local level.
- A long-term, reliable supply of water is essential to protect the productivity of California's businesses and economic climate.
- As part of its long-range planning activities, every urban water supplier should make every effort to ensure the appropriate level of reliability in its water service sufficient to meet the needs of its various categories of customers during normal, dry, and multiple dry water years.
- Public health issues have been raised over a number of contaminants that have been identified in certain local and imported water supplies.
- Implementing effective water management strategies, including groundwater storage projects and recycled water projects, may require specific water quality and salinity targets for meeting groundwater basins water quality objectives and promoting beneficial use of recycled water.
- Water quality regulations are becoming an increasingly important factor in water agencies' selection of raw water sources, treatment alternatives, and modifications to existing treatment facilities.
- Changes in drinking water quality standards may also impact the usefulness of water supplies and may ultimately impact supply reliability.
- The quality of source supplies can have a significant impact on water management strategies and supply reliability.

According to the Act, this UWMP will be submitted to the DWR within 30 days of adoption by the City Council of the City of Ontario.

1.4 ONTARIO'S 2005 UWMP

The IEUA prepared an UWMP in year 2000 in compliance with the Act, which was adopted by the City on November 20, 2001 (Ontario, 2001). This Ontario UWMP updates the Ontario information as presented in the IEUA's 2000 UWMP. It provides a greater level of detail on Ontario specific water demands, water supplies, and water conservation activities and it incorporates a number of significant changes in the region's water planning and management activities that have taken place in the last five years. These changes include, but are not limited to, the Dry Year Yield (DYY) program of Metropolitan Water District of Southern California (MWD), the Chino Basin Recharge Master Plan, IEUA's Recycled Water Implementation Plan, and the City's Water and Recycled Water Master Plan (WMP) Update.

1.5 INTER-AGENCY COORDINATION

Each urban water supplier shall coordinate the preparation of its plan with other appropriate agencies in the area, including other water suppliers that share a common source, water management agencies, and relevant public agencies, to the extent practicable (Water Code 10620.d.2). The City is a member agency of the IEUA, Water Facilities Authority (WFA), Chino Basin Desalter Authority (CDA), and the Chino Basin Watermaster (CBWM). The City coordinated the preparation of this UWMP with these four regional agencies. In addition, the City has seven neighboring water retail agencies, City of Chino, City of Upland, Fontana Water Company (FWC), Jurupa Community Services District (JCSD), Monte Vista Water District (MVWD), Cucamonga Valley Water District (CVWD) and San Antonio Water Company (SAWC). The actions the City has taken to coordinate the preparation of this UWMP with these agencies is summarized in **Table 1-1**. A brief description of these agencies is summarized in **Table 1-2**.

Table 1-1
Coordination with Appropriate Agencies

Water Agency Category	Participated in developing the plan	Was contacted for assistance?	Was sent a copy of the draft plan? ⁽¹⁾	Commented on the draft?	Attended public meetings?	Was sent a notice of intention to adopt?	Not Involved or no Information
Wholesale Water Suppliers	WFA	Yes	Yes	No	No	No	No
	MWD	Yes	Yes	No	No	No	No
	CDA	Yes	Yes	No	No	No	No
	IEUA	Yes	Yes	Yes	No	No	No
Water Mgmt Agencies	CBWM	Yes	Yes	No	No	No	No
Neighboring Water Agencies	City of Chino	No	Yes	No	No	No	No
	City of Upland	No	Yes	No	No	No	No
	MVWD	No	Yes	No	No	No	No
	FWC	No	Yes	No	No	No	No
	JCSD	No	Yes	No	No	No	No
	SAWC	No	Yes	No	No	No	No
	CVWD	No	Yes	No	No	No	No

This table corresponds to DWR Table 1 and 32. (1) Includes electronic copies available through the City's website.

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Table 1-2
Description of Coordination Agencies

Agency	Description
IEUA	The Inland Empire Utilities Agency collects and treats wastewater and distributes recycled water to its member agencies and groundwater recharge basins in a 242 square mile service area. Its member agencies are the cities of Chino, Chino Hills, Ontario, Upland, Fontana, Cucamonga Valley Water District, Fontana Water Company, Monte Vista Water District, and San Antonio Water Company. IEUA is a member agency of MWD and a member of the Chino Basin Watermaster Board of Directors.
WFA	The Water Facilities Authority is a joint powers authority responsible for the operation and maintenance of the Aqua de Lejos Water Treatment Plant that treats imported State Water Project water from MWD through IEUA. Member of WFA are the cities of Chino, Chino Hills, Ontario, Upland, Monte Vista Water District, and Cucamonga Valley Water District.
CDA	The Chino Basin Desalter Authority is a joint powers authority responsible for the operation and maintenance of the CDA-I and the design, construction, and operation of the Chino I Desalter Expansion and the CDA-II.
CBWM	The Chino Basin Watermaster is responsible for the administering adjudicated water rights and managing groundwater resources within the watershed of the Chino Basin.
City of Chino	The City of Chino serves water to approximately 66,000 residents in the city and some unincorporated areas in San Bernardino County and encompasses approximately 25 square miles.
City of Upland	The City of Upland serves water to approximately 70,000 residents in the city and encompasses approximately 15 square miles.
MVWD	Monte Vista Water District is an independent special district that serves a population of about 42,000 in the City of Montclair, portions of the City of Chino and some unincorporated areas in San Bernardino County. MVWD encompasses approximately 30 square miles.
FWC	Fontana Water Company is a retail investor-owned utility company that provides water to about 130,000 residents in the City of Fontana and some portions of the cities of Rancho Cucamonga and Rialto. FWC encompasses approximately 51 square miles.
JCSD	The Jurupa Community Services District provides water to approximately 60,000 residents and encompasses approximately 48 square miles (JCSD, 2005).
SAWD	The San Antonio Water Company serves water to approximately 1,200 residents in San Antonio Heights which is an unincorporated areas in San Bernardino County (SAWC, 2005).
CVWD	The Cucamonga Valley Water District provides water to approximately 140,000 residents and encompasses approximately 49 square miles (MWH, 2005a).

In addition to the agencies listed in **Table 1-1**, the City is indirectly related to other water retail agencies through its membership with IEUA and the CBWM. These agencies are not included in the inter-agency coordination, as this coordination is part of the preparation of IEUA's UWMP Update. These agencies are listed in **Table 1-3**.

Table 1-3
Agencies Indirectly Related to the City through IEUA

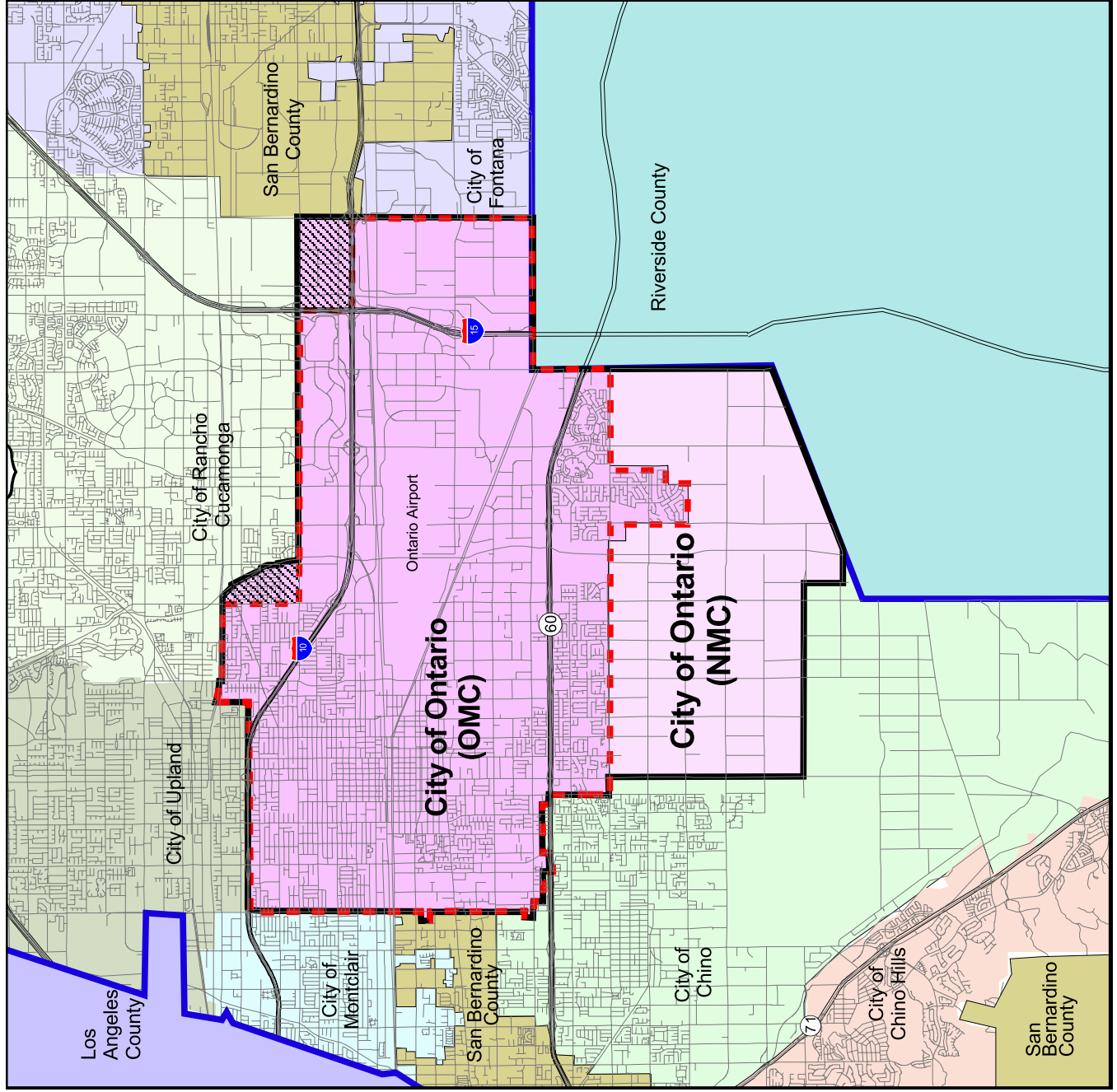
Other Regional Water Agencies	Other Retail Water Agencies
Metropolitan Water District of Southern California	City of Chino Hills
Santa Ana Watershed Project Authority	City of Fontana
	City of Montclair
	City of Norco
	City of Pomona
	Fontana Union Water Company
	Los Serranos Country Club
	Maygold Mutual Water Company
	Monte Vista Irrigation Company
	Santa Ana River Water Company
	San Bernardino County (Prado Shooting Park)
	Southern California Water Company
	West End Consolidated Water Company
	West Valley Water District

1.6 ONTARIO'S SERVICE AREA

The City is located in the western portion of San Bernardino County, California, and is surrounded by the City of Montclair to the west, the City of Upland and the City of Rancho Cucamonga to the north, the City of Chino to the southwest, the City of Fontana to the northeast, and some unincorporated areas of Riverside County to the southeast. The location of the City is shown on **Figure 1-1**. Also shown on this figure is that the City is traversed by four major freeways, Interstate 10, Interstate 15, and State Route (SR) 60, and the City is also the home of the Ontario International Airport.

The study area of this UWMP is the water service area of the City. With over 32,000 water meters, the City currently serves a population of approximately 169,000 people. As shown on **Figure 1-1**, the study area coincides with the City boundaries, with the exception of two small areas in the north and the northeast corner that are served by CVWD.

The City is divided into two distinct areas, the Old Model Colony (OMC) in the north and the New Model Colony (NMC) in the south, with Riverside Drive delineating the majority of the boundary between the two areas. The OMC is the existing City and consists mainly of residential, industrial, and commercial developments. The OMC comprises about 23,000 acres or 36 square miles. The NMC is an 8,200-acre agricultural area that was annexed in 1999. With the addition of the NMC, the City's service area is expanded from 36 square miles to about 49 square miles, which equates to a 26 percent increase. The NMC is currently dominated with extensive agricultural activity. Rapid development of the eastern part of the NMC is about to start. Completion of the first homes is anticipated in late 2006 and occupancies in early 2007. The development of the NMC will significantly increase the City's population in the coming decades. The historical and projected population of the City are discussed in **Section 2**.



LEGEND

- City of Ontario (OMC)
- City of Ontario (NMC)
- City of Chino
- City of Chino Hills
- City of Fontana
- City of Montclair
- City of Rancho Cucamonga
- City of Upland
- San Bernardino County
- Currently not Serviced by Ontario
- Los Angeles County
- Riverside County
- City Service Area Boundary
- NMC/ OMC Boundary
- Freeways
- Freeways



5000 0 5000 10000 Feet



Figure 1-1
City of Ontario Service Area

1.6.1 Land Use

The primary land use categories in the OMC are Single Family Residential (SFR) and industrial. Additionally, the OMC has Multi Family Residential (MFR), commercial, infrastructure, parks, schools, and institutional land uses. The City is also home of the Ontario International Airport and its airport-related businesses. The NMC is primarily characterized by agricultural land use, mostly of dairy and poultry farms along with cultivated crops, fallow fields, and plant nurseries. The NMC is planned to be converted to predominantly residential area with some schools, parks, and commercial land uses over the next 25 years.

1.6.2 Climate

The City is located within the desert climate zone of Southern California. The region receives an average annual rainfall of about 15 inches. Monthly average temperatures range from a low of 66 degrees in December and January to a summer high average of 92 degrees. Records show daily summer temperatures as high as 114 degrees. The monthly average rainfall, temperature, and evapotranspiration rate in the City's service area are listed in **Table 1-4**.

Table 1-4
Climate Summary

Month	Standard Average Eto ⁽¹⁾ (in)	Average Rainfall ⁽²⁾ (in)	Average Max Temperature ⁽²⁾ (F)	Average Min Temperature ⁽²⁾ (F)
January	2.17	3.65	66.8	44.0
February	2.80	2.85	69.4	45.0
March	4.03	2.80	70.1	46.3
April	5.10	1.13	74.5	48.4
May	5.89	0.26	79.9	52.6
June	6.60	0.04	86.7	56.6
July	7.44	0.01	95.0	62.2
August	6.82	0.11	94.4	62.9
September	5.70	0.34	91.3	61.3
October	4.03	0.34	83.0	55.4
November	2.70	1.72	73.6	48.5
December	1.86	2.07	68.3	44.4
Annual	55.10	15.32	79.4	52.3

This table corresponds to DWR Table 3.

(1) California Irrigation Management Information System Dept. of Water Resources Office of Water Use Efficiency (CIMIS, 2005)

(2) Western Regional Climate Center, Fontana Kaiser, CA (WRCC, 2005)

1.6.3 Topography

The City is located on relatively flat terrain with a general rise in elevation as one moves from the southern boundary to the northeastern corner of the City. Elevations range from a low of approximately 550 feet above mean sea level to a high of approximately 1,200 feet. The City overlays a portion of the Chino Groundwater Basin, which is located in the northern part of the Santa Ana Watershed. The principal drainage direction is north to south from the San Bernardino Mountains and foothills to Prado Lake and the Prado Flood Control Basin located south of the City of Chino. The primary creeks and washes within the City that convey storm

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water are the West Cucamonga Creek, Cucamonga Creek, and Deer Lower Creek. Once the water reaches Prado Lake, it is discharged through the outlet of Prado Dam into the Santa Ana River which ultimately discharges into the Pacific Ocean.

Section 2

Population and Water Use

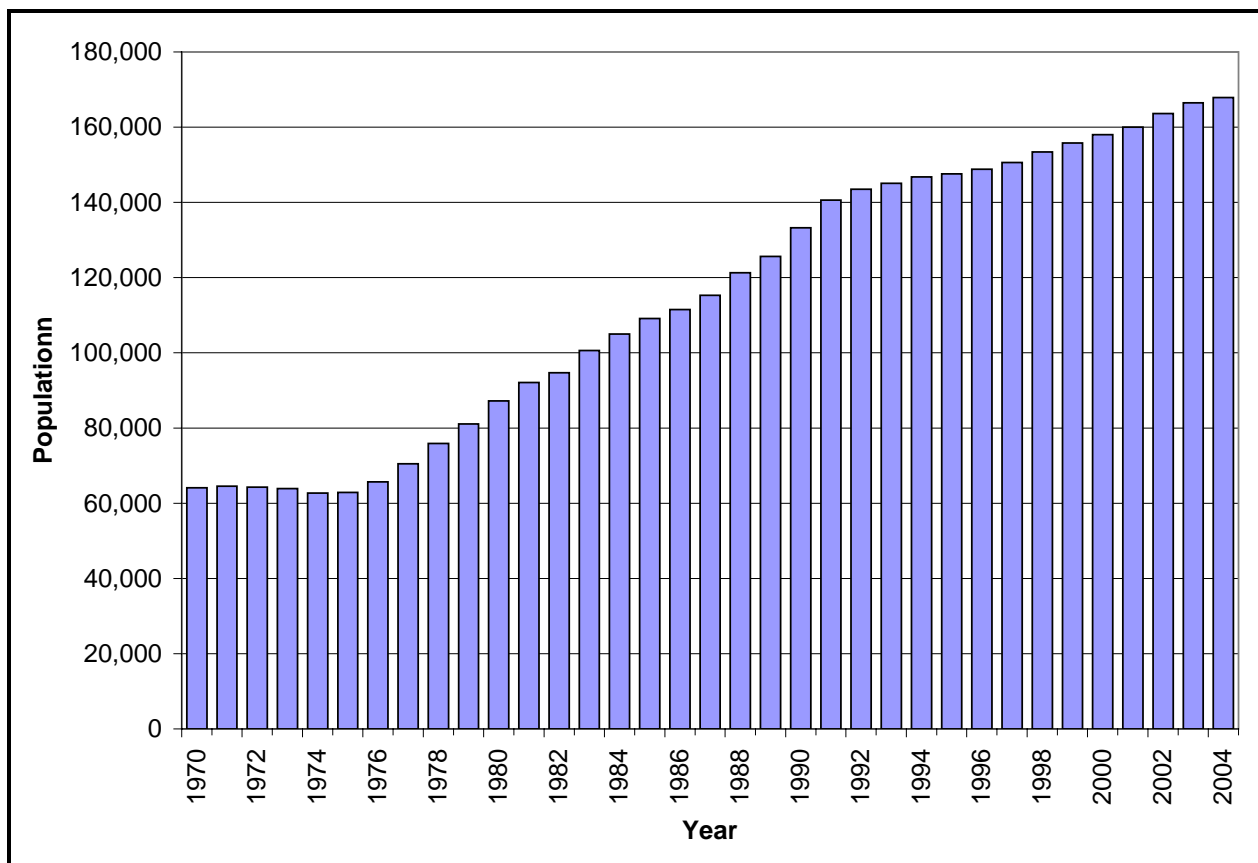
This section describes the historical and projected population for the City of Ontario (City) followed by a discussion of the historical and projected water use. The potable water and recycled water demands are discussed as well as the estimated water losses and water conservation. The information presented here is based on the 2005 Water and Recycled Water Master Plan (MWH,2005).

2.1 POPULATION

2.1.1 Historical Population

The historical population from the year 1970 to 2004 for the City is shown on **Figure 2-1**. The City had a fairly steady population throughout the early 1970s, and began to steadily increase after 1975. This population growth will continue with the development of the New Model Colony (NMC) in the coming decades.

Figure 2-1
Historical Population of the City



Section 2 – Population and Water Use

The existing (year 2004) population of the City is estimated at approximately 167,900 people. The overwhelming majority of the City's population (98.5 percent) resides in the OMC. It is estimated that the existing (2004) population of the NMC is not more than about 2,500 people (1.5 percent).

2.1.2 Future Population

Once the City is fully developed and has reached build out conditions, the population is expected to rise to nearly 305,500 residents (SCAG, 2004). This corresponds to a population increase of about 81 percent or 3 percent per year.

This population projection was verified in the draft 2005 Water and Recycled Water Master Plan (2005 WMP) Update (MWH, 2005a) using land use information from the City's General Plan, Specific Plans, and aerial photography. The population projections presented in the 2005 WMP show a population increase from 169,125 people to 297,670 people. Hence, the population projection of SCAG is about 7,839 people higher. This difference of 3 percent could be due to different land use, phasing, or population density assumptions.

The population projections used in this UWMP are based on SCAG data, which is consistent with the population projections presented in IEUA's 2005 UWMP Update. The projections are presented in 5-year increments in **Table 2-1**, while the historical and projected population is shown on **Figure 2-2**. This figure also shows the projected by SCAG for the period 2004 through 2030.

Table 2-1
Estimated and Projected Population

Population Projection Source	2005	2010	2015	2020	2025	2030
WMP Projections ⁽¹⁾	169,125	203,811	225,412	248,424	273,047	297,670
SCAG Projections ^(2,3)	171,154	204,645	226,182	250,811	275,440	305,509
Difference	(2,029)	(834)	(770)	(2,387)	(2,393)	(7,839)

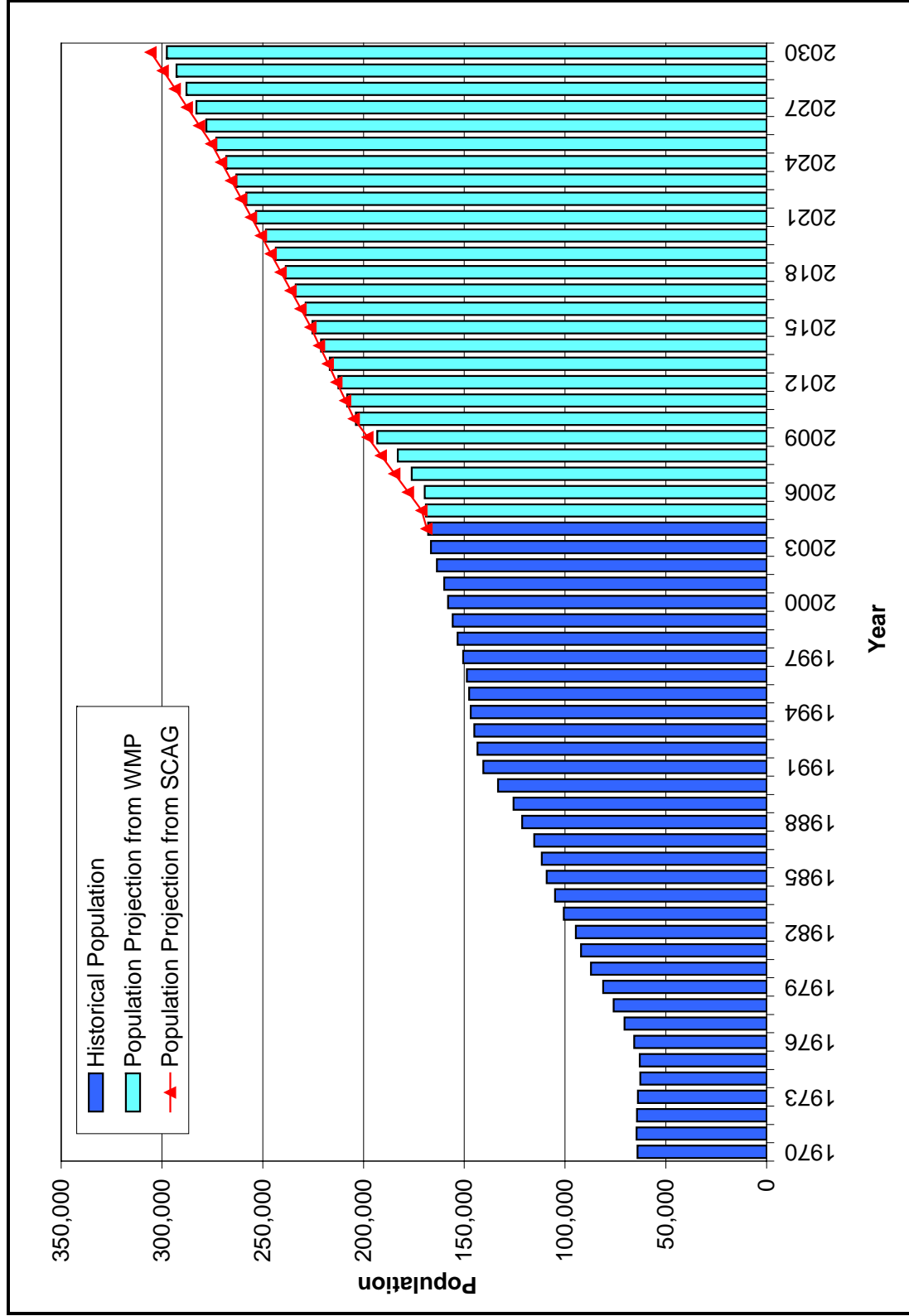
This table corresponds to DWR Table 2.

(1) 2005 Water and Recycled Water Master Plan Update (MWH, 2005a).

(2) Southern California Association of Governments 2004 population projections (SCAG, 2004).

(3) 2005 Urban Water Management Plan (IEUA, 2005d).

Figure 2-2
Historical and Projected Population Trend

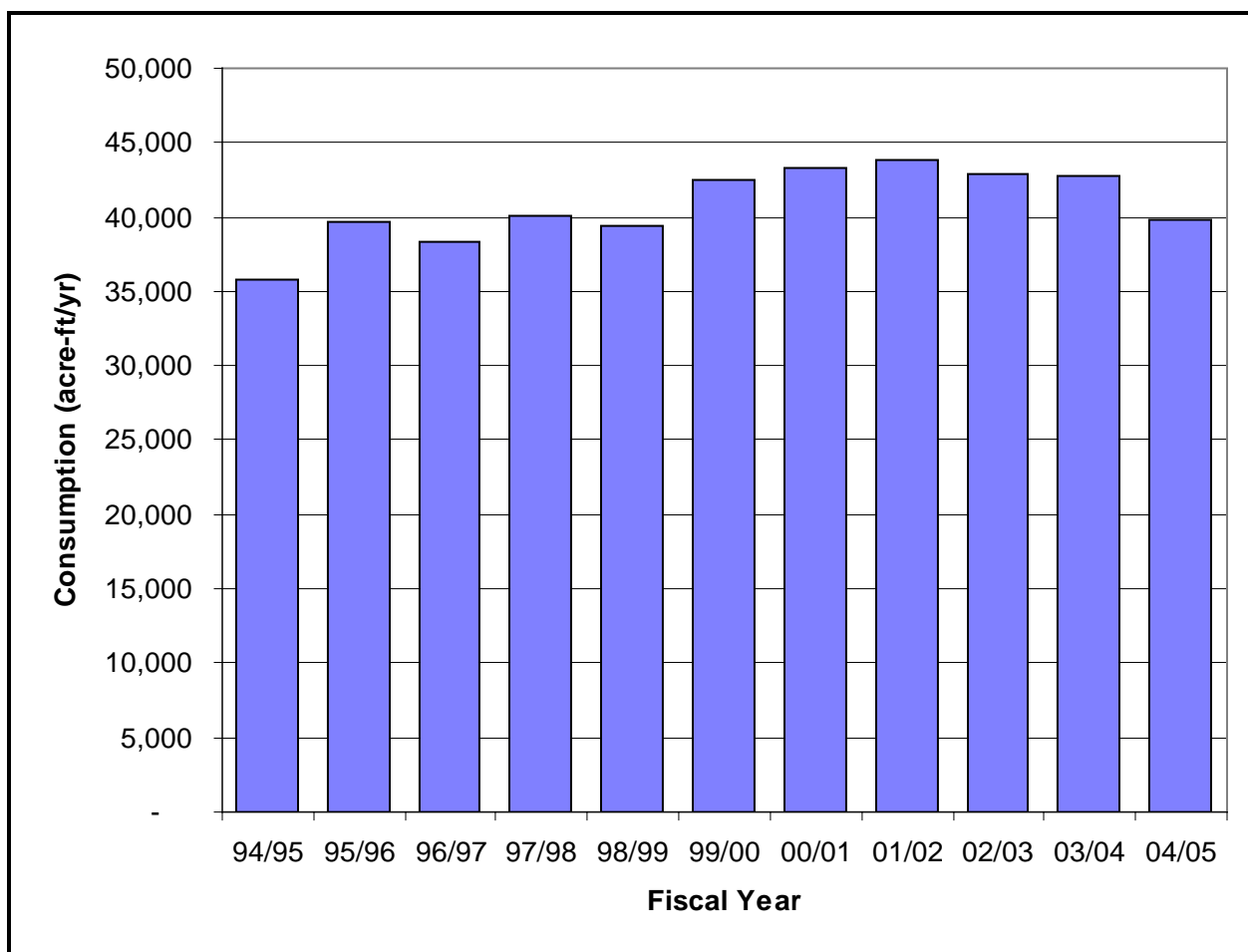


Section 2 – Population and Water Use

2.2 HISTORICAL WATER USE

The historical water use of the City is shown on **Figure 2-3**. As shown in this figure, the City's water demand has increased from approximately 37,500 acre-feet per year (AFY) in fiscal year (FY)1994/1995 to approximately 39,800 AFY in FY 2004/2005.

Figure 2-3
Historical Water Consumption



Source: Historical Water Consumption Records (Ontario, 2005)

Based on the historical population records and the metered consumption, the water usage trend per capita is calculated for the years 2000 through 2004. It should be noted that this usage does not express the water consumption per person in gallons per day per capita (gpd/cap) as the total water usage also includes non-residential demands such as industrial, commercial, schools, parks, fire fighting, etc. The per capita water usage of residential accounts only is listed separately in **Table 2-2**.

As shown in **Table 2-2**, the total per capita water use ranges from 224 to 243 gpd/cap. This is similar to the average per capita water usage of the entire Inland Empire Region, which ranges from 241 gpcd to 279 gpcd (IEUA, 2005).

Table 2-2
Per Capita Water Use – City of Ontario

Calendar Year	2000	2001	2002	2003	2004
Population	158,007	160,000	163,600	166,500	167,900
Total Water Usage (AFY) ⁽¹⁾	43,028	43,109	44,194	41,772	42,087
Residential Water Usage (AFY) ⁽¹⁾	24,644	24,393	25,050	23,830	23,715
Capita Water Use (gpd/cap)	243	241	241	224	224
Residential Capita Water Use (gpd/cap)	139	136	137	128	126

(1) Source: Public Water System Statistics (Ontario, 2000), (Ontario, 2001a), (Ontario, 2002a), (Ontario, 2003), (Ontario, 2004)

Typically, areas that are located in dry and hot climate zones are expected to have higher water use rates than areas that are located in wet and cooler climate zones. The City is also characterized by industrial land use, which results in a higher water usage per capita. For comparison purposes, the per capita water use in MWD's service areas are presented in **Table 2-3**.

Table 2-3
Per Capita Water Use – MWD Service Area

County	1980 ⁽¹⁾ (gpcd)	1985 ⁽¹⁾ (gpcd)	1990 ⁽¹⁾ (gpcd)	1995 ⁽¹⁾ (gpcd)	2000 ⁽¹⁾ (gpcd)	2005 ⁽²⁾ (gpcd)
Los Angeles County	191	197	188	164	175	171
Orange County	224	229	233	197	205	192
Riverside County	275	262	304	226	258	258
San Bernardino County	325	318	281	221	n/a	255
San Diego County	186	213	209	164	185	179
Ventura County	206	211	228	179	198	205
Weighted Average of MWD	203	212	210	176	n/a	187

(1) Source: Table I-4 of the MWD UWMP (MWD, 2005)

(2) Source: Table 2-5 of the IEUA UWMP (IEUA, 2005)

2.3 FUTURE WATER USE

2.3.1 Projected Potable Water Demand

As presented in section 2.1, the population of the City is projected to increase from 167,900 (year 2004) to about 305,500 residents in year 2030. This population increase, which will primarily occur in the NMC, will result in a substantial increase in water deliveries. The projected water demands for the period 2005 through 2030 in five year increments is listed in **Table 2-4** and shown on **Figure 2-4**.

Section 2 – Population and Water Use

**Table 2-4
Past, Current, and Projected Water Deliveries**

Year	Water Use	Single Family	Multi-Family	Commercial	Industrial	Institutional Governmental	Irrigation	Other ⁽⁴⁾	Total ⁽⁵⁾
2000 ⁽¹⁾	# of accounts ⁽¹⁾	25,600	1,988	2,089	342	258	1,011	340	31,628
	Deliveries (AFY) ⁽¹⁾	17,785	6,859	5,010	3,873	619	5,979	2,902	43,028
2005	# of accounts ⁽²⁾	26,050	2,099	2,840	349	341	1,033		32,712
	Deliveries (AFY) ⁽³⁾	17,222	6,454	6,836	2,040	1,132	5,743		39,428
2010	# of accounts ⁽²⁾	34,903	2,812	2,951	363	354	1,073		42,457
	Deliveries (AFY) ⁽³⁾	23,074	8,648	7,104	2,119	1,177	5,968		48,091
2015	# of accounts ⁽²⁾	38,557	3,107	3,080	379	370	1,120		46,612
	Deliveries (AFY) ⁽³⁾	25,490	9,553	7,414	2,212	1,228	6,229		52,127
2020	# of accounts ⁽²⁾	45,176	3,640	3,174	390	381	1,154		53,915
	Deliveries (AFY) ⁽³⁾	29,866	11,193	7,639	2,279	1,265	6,418		58,661
2025	# of accounts ⁽²⁾	51,687	4,165	3,285	404	394	1,195		61,129
	Deliveries (AFY) ⁽³⁾	34,170	12,807	7,907	2,359	1,310	6,643		65,195
2030	# of accounts ⁽²⁾	58,198	4,689	3,396	417	408	1,235		68,344
	Deliveries (AFY) ⁽³⁾	38,475	14,420	8,174	2,439	1,354	6,868		71,730

This table corresponds to DWR Table 12.

Note: All accounts are metered.

(1) From the Public Water System Statistic Reports submitted to the DWR by the City of Ontario.

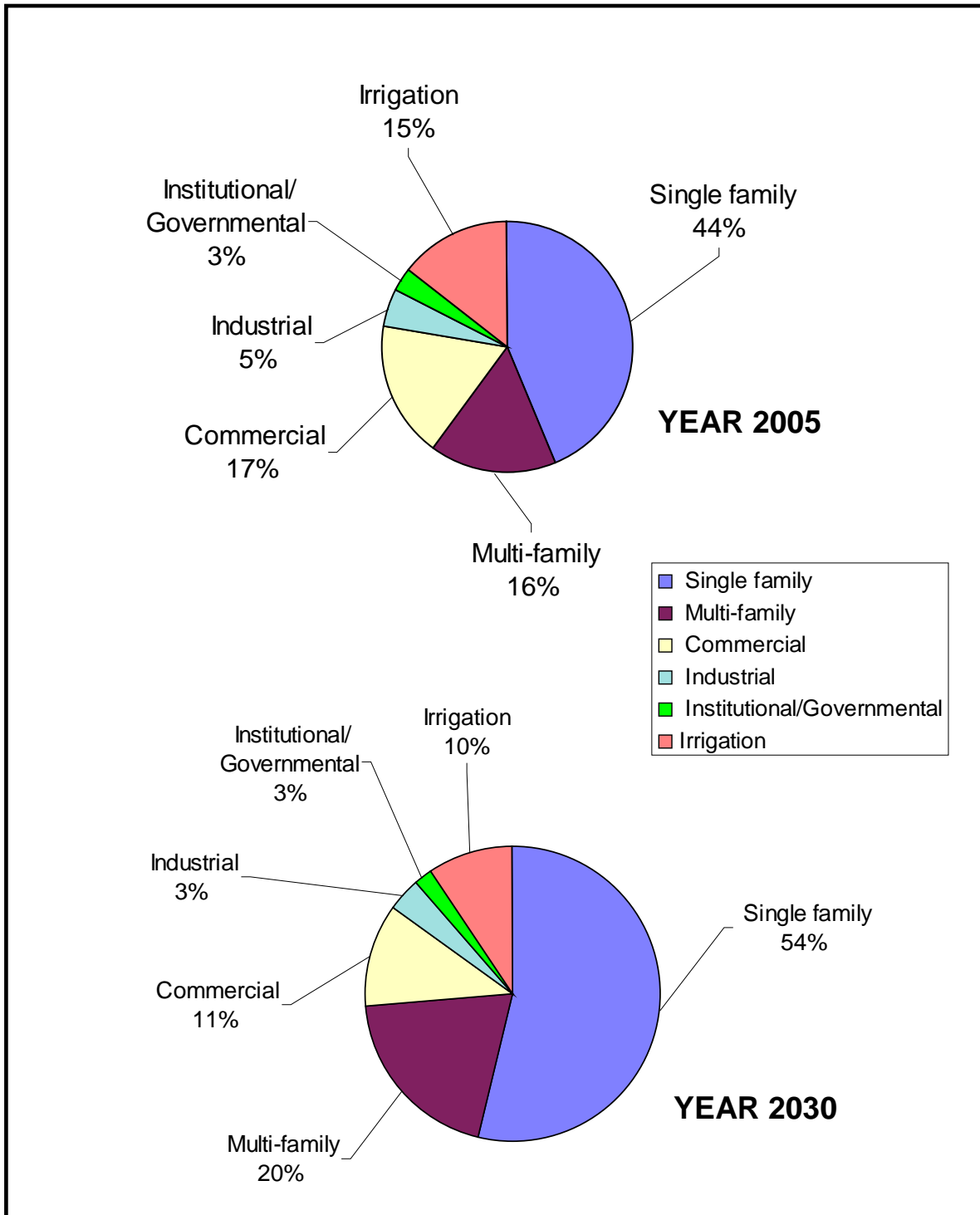
(2) Calculated by dividing the projected water deliveries by the average water delivery per account in year 2005 (projected 2005 demand/number of accounts as of August 2004).

(3) Projected water demands obtained from hydraulic model prepared for the Water and Recycled Water master Plan. SFR and MFR demands are distributed based on the ratio SFR/MFR in year 2004. Commercial, Industrial, Institutional and Irrigation demands are distributed based on the ratio COM/IND/INS/IRR in year 2004.

(4) Per Water Statistics submitted to the DWR; specified as Re. Code 7/9

(5) Total consumption; excludes 8% water loss. Demand = Consumption + Water loss.

Figure 2-4
Water Use Distribution by Land Use Category



Section 2 – Population and Water Use

The projected demand data for year 2005 and the actual number of account as of August 2004 is used to calculate the average water delivery per account for each billing classification as listed in **Table 2-4**. These averages were used to estimate the number of future accounts for the years 2005 through 2030.

As shown in **Table 2-4**, the total water deliveries are projected to increase from about 43,000 AFY to approximately 72,000 AFY in 2030. This equates to a water demand increase of 67 percent. This increase in demand is lower than the population increase of 81 percent considering a lower per capita use for the added population as the NMC does not include water usage associated with industrial land use and minimal commercial water demands. The number of accounts is estimated to increase from about 32,000 in year 2000 to 68,000 in year 2030.

It should be noted that the listed demands and account numbers per billing classification are based on the potable water demand projections presented in the WMP Update (MWH, 2005a), which are based on 2003 billing data and land use types. Because the billing classifications do not exactly match the land use type categories, the projected demands had to be re-distributed amongst the billing classifications as described in footnote 3 of **Table 2-4**. Due to the lower demand of the 2003 billing data compared to 2000 and the re-distribution process, certain billing classifications show an initial decrease in demand.

2.3.2 Projected Recycled Water Demand

The existing recycled water demand within the City is about 2,129 AFY, which includes 500 AFY of recycled water that is currently used for groundwater recharge at the Ely Basins by IEUA. It should be noted that Ely Basin is not an Ontario customer, but a customer of IEUA. All existing recycled water customers that are located in the City are currently served by IEUA, rather than by the City. The comparison of the projected and actual recycled water demand projected for 2005 in the 2000 UWMP (IEUA, 2000) is presented in **Table 2-5**. This table shows that recycled water usage in Ontario has not expanded as rapidly as projected in 2000.

Table 2-5
Comparison of 2000 Recycled Water Projection and Actual Usage

Projection for 2005 ⁽¹⁾ (AFY)	Actual Use 2005 ⁽²⁾ (AFY)
6,000	1,829

This table corresponds to DWR Table 37.

(1) Table 5-6 from IEUA 2000 UWMP (IEUA, 2000)

(2) Water and Recycled Water Master Plan (MWH,2005)

The City has taken measures to encourage the use of recycled water including 1) reduced recycled water rates that provide recycled water at lower cost than potable water to customers, 2) developer's agreements for new OMC and NMC developments that mandate the installation of recycled water mains to all common irrigation areas, parks, and schools, or 3) the development and approval of a mandatory ordinance.

Section 2 – Population and Water Use

The existing and projected recycled water demand in the City is summarized in **Table 2-6** in AFY. As shown in this table, the recycled water demand in the City is projected to increase from 1,829 AFY to 14,492 AFY, which equates to an increase of almost 700 percent. It should be noted that these projections are contingent upon the development of the NMC.

Table 2-6
Recycled Water Demand Projection

Year	2005 (AFY)	2010 (AFY)	2015 (AFY)	2020 (AFY)	2025 (AFY)	2030 (AFY)
Old Model Colony	1,229	2,198	2,903	5,471	5,512	5,554
New Model Colony	600	5,728	5,913	6,290	6,923	8,938
Total	1,829	7,926	8,816	11,761	12,435	14,492

This table corresponds to DWR Table 14.

The potential recycled water demands by user type and category are summarized in **Table 2-7**, while the projected recycled water demands are summarized in **Table 2-8**. The only difference between the potential and projected demand is the projected demand of the future landscape users in the OMC. A feasibility study was conducted for this user category as part of the latest WMP Update (MWH, 2005a). This study eliminated some of the potential recycled water users based on the cost, resulting in a lower projected than potential demand for this category. The recycled water demand projection for the NMC is based on assumptions that reflect extensive use of recycled water. Hence, the potential and projected recycled water demands for the NMC listed in **Table 2-7** and **Table 2-8** are the same. A detailed breakdown of the various categories listed in these tables are discussed below.

Table 2-7
Potential Recycled Water Demand by User Type

User type	2005 (AFY)	2010 (AFY)	2015 (AFY)	2020 (AFY)	2025 (AFY)	2030 (AFY)
Landscape in the OMC (existing users)	1,229	1,229	1,229	1,229	1,229	1,229
Agriculture use in NMC (temporary)	600	3,295	3,019	1,381	0	0
Landscape in the OMC (future users)	0	356	1,719	3,080	4,442	5,803
Industrial in the OMC (future user)	0	1,005	1,005	1,005	1,005	1,005
Landscape in NMC	0	2,433	2,894	4,909	6,923	8,938
Wildlife Habitat	n/a	n/a	n/a	n/a	n/a	n/a
Wetlands	n/a	n/a	n/a	n/a	n/a	n/a
Groundwater Recharge	0	0	0	0	0	0
Total	1,829	8,318	9,866	11,604	13,599	16,975

This table corresponds to DWR Table 35.

Note: IEUA wholesales disinfected tertiary recycled water to the City

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Table 2-8
Projected Recycled Water Demand by User Type

User Type	2005 (AFY)	2010 (AFY)	2015 (AFY)	2020 (AFY)	2025 (AFY)	2030 (AFY)
Landscape in the OMC (existing users)	1,229	1,229	1,229	1,229	1,229	1,229
Agriculture use in NMC (temporary)	600	3,295	3,019	1,381	0	0
Landscape in the OMC (future users)	0	0	669	3,237	3,278	3,320
Industrial in the OMC (future user)	0	969	1,005	1,005	1,005	1,005
Landscape in NMC	0	2,433	2,894	4,909	6,923	8,938
Wildlife Habitat	n/a	n/a	n/a	n/a	n/a	n/a
Wetlands	n/a	n/a	n/a	n/a	n/a	n/a
Groundwater Recharge	n/a	n/a	n/a	n/a	n/a	n/a
Total	1,829	7,926	8,816	11,761	12,435	14,492

This table corresponds to DWR Table 36.

Major Existing Recycled Water Customers

Some of the existing recycled water customers located in the City are currently served directly by IEUA. The existing recycled water customers are listed in **Table 2-8**.

Table 2-9
Existing Recycled Water Customers

User Type	Existing Demand (AFY)	Ultimate Demand (AFY)
Whispering Lakes Golf Course	1,036	1,036
Murai Farms	600	0
Westwind Park	80	80
Two Caltrans connections	100	100
Median on Archibald Avenue	13	13
Total	1,829	1,229

This table corresponds to DWR Table 36.

These customers are currently served by IEUA directly, rather than through the City. With the expansion of the regional recycled water system, it is assumed that all recycled water demands within the City will be served by the City directly in the future. The recycled demand of these existing users that will be served by the City under ultimate conditions is about 1,229 AFY (1,829 AFY minus 600 AFY for Murai Farms as discussed below).

Temporary Agricultural Users

In the near-term, the City could serve recycled water to (non-dairy) agricultural customers with irrigation in the NMC by accelerating the construction of some of the recycled water pipelines that are planned for the NMC under build out conditions. One example is Murai Farms, which is

Section 2 – Population and Water Use

currently served with recycled water directly by IEUA with a demand of about 600 AFY. In addition to Murai Farms, the total area identified with agricultural users that can be temporarily served with recycled water is 802 acres. The estimated recycled water demand of this area is 2,695 AFY, resulting in a total recycled water demand for temporary agricultural users of 3,295 AFY or 2.9 mgd. Due to the development of the NMC, this demand is reduced to zero by year 2025, but is replaced by a combination of potable and recycled water demand.

Future Customers in the OMC

The projected recycled water demands in the OMC are based on the conversion of existing potable water users and the use of recycled water on newly developed parcels (infill) where possible. The potential recycled water demand is estimated to be about 6,627 AFY including one large industrial user with a potential demand of 1,005 AFY. As part of the WMP Update (MWH, 2005a), a feasibility study was conducted to select those user groups that are most feasible based on the relative unit cost (\$/acre-ft). The projected recycled water demand in the OMC based on this feasibility study is 4,230 AFY or 3.8 mgd.

Future Customers in the NMC

The projected recycled water demand for the entire NMC at build out conditions is about 8,938 AFY or 8.0 mgd under average day demand (ADD) conditions. As shown in this table, the recycled water demand of temporary agricultural users is assumed to be zero in year 2025, when the NMC is anticipated to get close to being build out.

Future Customers in the entire City

The projected recycled water demands are summarized in **Table 2-6**. As shown in this table, the recycled water demand in the City is projected to increase from 1,816 AFY to 14,384 AFY, which equates to almost 700 percent increase. The NMC contributes approximately 500 percent to this increase.

2.3.3 Sales to Other Agencies

The City also serves water to Sunkist as part of the Chino Basin overlying (non-agricultural) assessment adjustment. In exchange for water delivery, the City obtains the groundwater pumping rights in the amount equal to the amount of water served. The historical and projected water deliveries to Sunkist are shown in **Table 2-10**.

Table 2-10
Sales to Other Agencies

Water Distributed	2005 (AFY)	2010 (AFY)	2015 (AFY)	2020 (AFY)	2025 (AFY)	2030 (AFY)
Sunkist ⁽¹⁾	1,449	1,470	1,470	1,470	1,470	1,470

This table corresponds to DWR Table 13.

(1) It should be noted that Sunkist is not a water agency, but a customer located within the City boundaries.

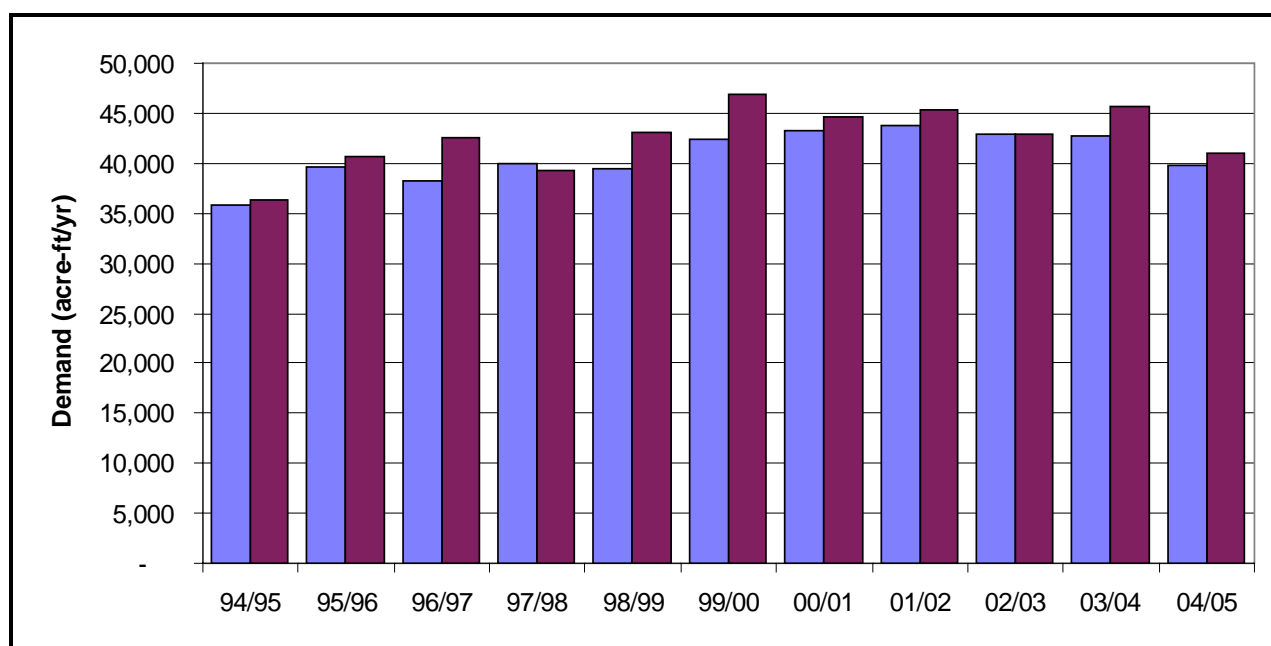
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The projected water delivery for years 2005 through 2030 is assumed to be constant and is based on the average water delivery of the last six years (1998 through 2003). No other adjustments to water rights assessment or special deliveries are identified.

2.3.4 Water Losses

The difference between the volume of water delivered to the distribution system (water production) and the metered sales (water consumption) is often referred to as “unaccounted-for water” or water loss. The historical water production and consumption is presented on **Figure 2-5**.

Figure 2-5
Historical Water Consumption and Production



As shown on this figure, the water loss varies from year to year. The average water loss in the period 1994 through 2004 was 4 percent. As some years have shown water loss as high as 10 percent, the water loss used for system planning purposes in the WMP Update is 8 percent. To be consistent with the WMP Update, the projected water loss as shown in **Table 2-11** is calculated as 8 percent of the projected water demand listed in **Table 2-4**. The value listed for year 2000 is the actual recorded water loss.

Table 2-11
Historical and Projected Water Loss

Water Loss	2000 (AFY)	2005 (AFY)	2010 (AFY)	2015 (AFY)	2020 (AFY)	2025 (AFY)	2030 (AFY)
Production (AFY)	46,100	42,583	51,938	56,297	63,354	70,411	77,468
Consumption (AFY)	43,028	39,428	48,091	52,127	58,661	65,195	71,730
Water Loss (AFY)	3,072	3,155	3,847	4,170	4,693	5,215	5,738
Water Loss (%)	7%	8%	8%	8%	8%	8%	8%

This table corresponds to DWR Table 14.

The water loss of year 2000 is based on historical records (7%), while the projected water loss for years 2005 through 2030 is estimated using 8% of the projected water consumption as defined in the 2005 WMP Update (MWH, 2005a).

2.3.5 Total Water Use

The total historical and projected water use through year 2030 is presented in **Table 2-12**. The total water use is the summation of the potable water used by user categories (Table 2-4), projected recycled water demands, sales to other agencies (Table 2-10), and water loss (Table 2-11). It should be noted that the City does not have any additional water uses such as saline barriers protection, groundwater recharge, conjunctive use, or demands associated with raw water projects.

Table 2-12
Total Water Use – Without Water Conservation

Water Use	2000 (AFY)	2005 (AFY)	2010 (AFY)	2015 (AFY)	2020 (AFY)	2025 (AFY)	2030 (AFY)
Consumption ⁽¹⁾	43,028	39,428	48,091	52,127	58,661	65,195	71,730
Recycled Water	0	1,829	7,926	8,816	11,761	12,435	14,492
Sunkist	1,449	1,470	1,470	1,470	1,470	1,470	1,470
Water Loss	3,072	3,154	3,847	4,170	4,693	5,216	5,738
Saline barriers	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Groundwater Recharge	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Conjunctive Use	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Raw Water	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Total	47,549	45,881	61,334	66,583	76,585	84,316	93,430

This table corresponds to DWR Table 14.

(1) Consumption plus 8% water loss is equal to the production numbers listed in **Table 2-11**.

The total water use projected through year 2030 that incorporates water conservation is summarized in **Table 2-13**. As shown, the total water use is estimated to be 7,747 AFY lower than presented in **Table 2-12**, which equates to a demand reduction of 8percent. Details regarding water conservation are discussed in **Section 3**.

Section 2 – Population and Water Use

Table 2-13
Total Water Use – With Water Conservation

Water Use	2000 (AFY)	2005 (AFY)	2010 (AFY)	2015 (AFY)	2020 (AFY)	2025 (AFY)	2030 (AFY)
Total Water Use	47,549	45,881	61,334	66,583	76,585	84,316	93,430
Water Conservation	0	-840	-2,635	-3,994	-4,900	-6,149	-7,747
Water Use with Conservation	47,549	45,041	58,699	62,589	71,685	78,167	85,683

This table corresponds to DWR Table 15.

Section 3

Water Conservation

3.1 INTRODUCTION

Water conservation is an important component of water resource management, not only for the City of Ontario (City) but also for the entire Inland Empire Region and Southern California. For a variety of reasons, the Inland Empire Region remains one of the top growth areas in the country, with the City being a major contributor to the projected growth. This growth in population and industry puts pressure on the local retail agencies to meet the anticipated water demand over the next 25 years and beyond. Implementation of conservation programs helps reduce the expected increase in water demand.

The City's water conservation policies are primarily driven by two factors, the water conservation goals defined in IEUA's *Review Draft Urban Water Management Plan* (IEUA, 2005d) and the California Urban Water Conservation Council (CUWCC) *Memorandum of Understanding regarding urban water conservation in California* (MOU) of September 1991 and last amended in March 2004 (CUWCC, 2004). As a signatory to the MOU, the City has pledged to implement a prescribed set of urban water conservation Best Management Practices (BMPs). In the California Water Code Section 10631, the BMPs are referred to as Demand Management Measures (DMMs). BMPs and DMMs are functionally equivalent. In this report the term BMP is used. The 14 BMPs are listed in **Table 3-1**.

Table 3-1
Best Management Practices

BMP No.	Best Management Practices
1	Water Survey Programs for Single-Family and Multi-Family Residential Customers
2	Residential Plumbing Retrofit
3	System Water Audits, Leak Detection and Repair
4	Metering with Commodity Rates for all New Connections and Retrofit of Existing
5	Large Landscape Conservation Programs and Incentives
6	High-Efficiency Washing Machine Rebate Programs
7	Public Information Programs
8	School Education Programs
9	Conservation Programs for Commercial, Industrial and Institutional (CII) Accounts
10	Wholesale agency programs
11	Conservation Pricing
12	Water Conservation Coordinator
13	Water Waste Prohibition
14	Residential Ultra-Low-Flush Toilet Replacement Program

As a signatory to the MOU, the City is a member of the CUWCC and is required to provide BMP Activity Reports every two years. These reports provide specific details of the agency's efforts to implement each BMP. The Act requires that agencies describe the implementation

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status and cost-effectiveness of each BMPs in their UWMP unless the agency is signatory to the MOU and provides the annual BMP Activity Reports. California Water Code Section 10613 (i) allows an agency to provide the BMP Activity Reports in-lieu of describing each of the BMPs. The City has submitted the Activity Reports for 2003 and 2004 to the CUWCC since the City signed the MOU in 2002. These reports are included in **Appendix C**.

3.2 WATER CONSERVATION STRATEGY OF IEUA

Over the past five years, IEUA and their member agencies have developed a strong partnership and an aggressive approach to BMPs that reduce water at the source. Water conservation is an important component of water resource management. Conservation has multiple benefits such as a reduction on the dependence of imported water supplies. Water conservation helps solve the water quality issues in the California Bay Delta and improves water supply reliability. Water conservation is also beneficial for the region's water rate payers, as water conservation is one of the least expensive new sources of water. IEUA projects regional savings of more than \$200 million over the next 20 years by utilizing water conservation measures to reduce imported water purchases (IEUA, 2005e).

IEUA and the local retail agencies have been implementing water conservation programs for the region since 1991. Through year 2000, the source of the majority of water savings has been the distribution of ultra low flush (ULF) toilets. Beginning in 2001, the conservation programs have become much more diversified with the introduction of high efficiency clothes washer (HECW) rebates, commercial and industrial rebates, landscape water efficiency programs, public education, school programs, hiring of water conservation coordinators and water waste prohibition ordinances.

3.2.1 2000-2005 Water Conservation

The IEUA regional water conservation goal for year 2005 as defined in the 2000 UWMP (IEUA, 2000) was 11,600 acre-feet per year (AFY). The actual amount of water conservation achieved is estimated as 5,100 AFY. Over the past five years, IEUA has introduced a variety of new and innovative incentive programs to help achieve this goal. The water conservation programs that IEUA has implemented in the 5-year period from 2000 to 2005 to encourage participation by its retail agencies are:

- **Large Landscape:** As part of BMP No. 5, IEUA has participated in a number of initiatives to reduce the amount of water used for irrigation. These programs include regional and local classes for businesses on landscaping efficiencies, the "California Friendly Model Program", and the weather sensitive irrigation controller program.
- **Residential HECW Rebates:** As part of BMP No. 6, about 4,800 HECW have been installed, contributing to about 220 AFY of water savings.
- **School Education:** As part of BMP No. 8, IEUA and local agencies expanded water conservation education programs by conducting three presentations: (1) a magic show entitled "Think Earth; It's Magic" that reached 22,000 elementary school students, (2) a stage show entitled "The Water Pirates of Neverland" that was seen by 21,000 students, and (3) the thematic school garden demonstration projects entitled "A Garden in Every School".

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- Commercial, Industrial, and Institutional (CII) rebate program. As part of BMP No. 9, rebates were provided for ULF toilets, waterless urinals, HECW, cooling tower conductivity controllers, x-ray film processor re-circulation units, pressurized water brooms, pre-rinse spray nozzles, and weather sensitive irrigation controllers.
- Agency Support: As part of BMP No. 10, IEUA provided annual grants of \$2,000 per agency for BMP related programs or projects. The City of Ontario prefers to participate in programs sponsored by IEUA, which provide greater benefits for the City than small-scale water conservation programs.
- Residential ULF Active Programs: As part of BMP No. 14, about 35,000 ULF toilets have been installed since 1991, contributing to about 1,800 AFY of water savings.
- Residential ULF Passive Programs: As part of BMP No. 14, about 153,000 ULF toilets have been installed since 1993, contributing to about 6,000 AFY of water savings.

The combined active and passive water conservation achieved from these programs for the region between 1993 and 2000 is about 5,110 AFY. Additional water savings from 2001 through 2004 are expected to bring the total water saved to over 8,600 AFY, which is IEUA's water conservation goal for year 2005 as listed in the 2005 UWMP (IEUA, 2005d). It should be noted that the water conservation goal for year 2005 was set at 11,600 AFY in the 2000 IEUA UWMP. To achieve new water conservation savings each year, IEUA and the retail agencies will have to invest more into existing conservation programs.

3.2.2 2005-2010 Water Conservation

The water conservation goals established in IEUA's Review Draft UWMP (IEUA, 2005d) are summarized in **Table 3-2**. Although all agencies participate in water conservation programs, each agency has a different service area size, population, land use, and water use mix. The water conservation goals for the period 2010 through 2030 are set 10 percent of the projected water demands, while the water conservation goal for 2005 is about 3.6 percent of the combined projected water demand of all member agencies.

Table 3-2
IEUA's Water Conservation Goals (Active and Passive)

Water Purveyor	2005 ⁽¹⁾ (AFY)	2010 ⁽²⁾ (AFY)	2015 ⁽²⁾ (AFY)	2020 ⁽²⁾ (AFY)	2025 ⁽²⁾ (AFY)
City of Chino	745	2,459	2,750	2,983	3,183
City of Chino Hills	690	2,019	2,080	2,142	2,206
City of Ontario	1,825	5,695	6,315	6,925	7,596
City of Upland	699	2,164	2,194	2,194	2,194
Cucamonga Valley Water District	2,047	7,283	8,133	8,733	9,514
Fontana Water Company	2,024	7,000	7,180	7,240	7,320
Monte Vista Water District	447	1,310	1,373	1,437	1,500
San Antonio Water Company	123	351	331	339	348
Total	8,600	28,281	30,356	31,993	33,861
Total (rounded)⁽³⁾	8,600	28,500	30,000	32,000	34,000

(1) Calculated by multiplying the projected demands from Table2-8 of the 2005 UWMP (IEUA, 2005d) with 3.6%

(2) Calculated by multiplying the projected demands from Table2-8 of the 2005 UWMP (IEUA, 2005d) with 10%

(3) Water conservation goal as listed in Table2-8 of the 2005 UWMP (IEUA, 2005d)

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It should be noted that the water conservation goals presented in **Table 3-2** include both active and passive water conservation, resulting in higher water conservation goals than presented in IEUA's Draft UWMP (IEUA, 2005), which include active water conservation measures only.

Passive water conservation refers can be defined as the water conservation resulting from changes in the (plumbing) code and will happen automatically due to changes in the available appliances. Passive conservation is also referred to as "Code Based water conservation". Active water conservation can be defined as water conservation resulting from special activities and (financial) incentives that encourage reduction in water usage.

The active and passive water conservation goals for the City are listed in **Table 3-3**.

Table 3-3
IEUA's Water Conservation Goals (Active and Passive)

Water Conservation Goal	2005⁽¹⁾ (AFY)	2010⁽²⁾ (AFY)	2015⁽²⁾ (AFY)	2020⁽²⁾ (AFY)	2025⁽²⁾ (AFY)	2030⁽³⁾ (AFY)
Active Water Conservation ⁽¹⁾	840	1,800	2,630	2,980	3,640	3,712
Passive Water Conservation ⁽²⁾	985	3,895	3,685	3,945	3,956	4,035
Total	1,825	5,695	6,315	6,925	7,596	7,747

(1) Water conservation goal as listed in Table2-10 of the 2005 UWMP (IEUA, 2005)

(2) Water conservation goal as listed in Table2-8 of the 2005 UWMP (IEUA, 2005d)

(3) Total calculated as 10 percent of the projected demands; 2025-2030 increase distributed evenly between active and passive water conservation.

To achieve the water conservation goals listed in **Table 3-2**, IEUA has included an annual BMP implementation schedule in its UWMP for the years 2005 through 2010. The estimated cost of implementing these BMPs is \$1,536,500. These programs are estimated to generate 1,020 acre-ft of new water savings per year for the period 2005-2010. This corresponds to a unit cost of approximately \$300 per acre-ft (1,020 AFY x \$1,536,500/5 years) (IEUA, 2005).

3.2.3 2010 and Beyond

Water conservation is a constantly evolving process due to changes and improvements in technologies, saturation of water saving devices, and consumer trends. By the year 2010, many programs are expected to be fully implemented, and some of the incentive programs may not be needed anymore due to market transformations.

For the period 2010 and beyond, IEUA and the retail agencies will modify the water conservation program and focus on those areas where the greatest water conservation potential will exist. Programs that may be part of the water conservation strategy in this period are:

- Replacement of water inefficient toilets, clothes washers, dishwashers, showerheads, and irrigation systems in existing homes
- Aggressive water conservation measures in new homes, similar to a large scale implementation of the pilot program "California Friendly Model Home"
- Incentives such as "Turf Buyback program" where homeowners receive a rebate (e.g. \$1.00 per square foot) of turf removed.

- Expansion of the CII rebate program “Save Water, Save A Buck”
- Implementation of an extensive recycled water system throughout IEUA’s service area.
- Legislative approaches such as the “Retrofit upon Resale” ordinance that requires plumbing upgrades prior to selling a property.
- Adjustment of rate structures that reward conservation minded customers with lower rates.
- Continuation of education programs for teachers and students.

3.3 WATER CONSERVATION STRATEGY OF ONTARIO

The City signed the MOU on December 11, 2002 (Ontario, 2002). The MOU sets goals for implementing each of the BMPs. Since 2003, the City has submitted the annual BMP Activity Report to the CUWCC. The BMP reports for 2003 and 2004 are included in **Appendix C**, and the status of the City’s water conservation efforts are summarized in **Table 3-4**.

Table 3-4
BMP Implementation Status - City of Ontario

Best Management Practices		Status Details ⁽¹⁾
1	Water Survey Programs for Single-Family and Multi-Family Residential Customers	Surveys began in 2005. Several hundreds of surveys completed.
2	Residential Plumbing Retrofit	City distributed over 1,000 low-flow showerheads along with other conservation items to customers that completed surveys
3	System Water Audits, Leak Detection and Repair	Pre-Screening Completed
4	Metering with Commodity Rates for all New Connections and Retrofit of Existing	All accounts are metered
5	Large Landscape Conservation Programs and Incentives	Ontario, in conjunction with IEUA, conducted 3 audits in 2005
6	High-Efficiency Washing Machine Rebate Programs (HECW)	51 rebates awarded in 2004. Funded by IEUA (through MWD)
7	Public Information Programs	32 activities reported to date in BMP reports
8	School Education Programs	70 presentations to 1595 students to date in the BMP reports
9	Conservation Programs for CII Accounts	18 CII Surveys, 211 rebates, 6 AFY of Performance Savings, and 20.5 AFY of Conservation Program Savings. This BMP is also covered by IEUA’s “Save Water Save a Buck” program
10	Wholesale agency programs	N/A (Ontario is a retail agency)
11	Conservation Pricing	Increasing block pricing structure
12	Water Conservation Coordinator	Position staffed in 2001
13	Water Waste Prohibition	A general water waste prohibition is incorporated into the Emergency Water Conservation section of the City Ordinances (OMC, Section 6, Chapter 8A.)
14	Residential ULFT Replacement Program	1,756 rebates reported in BMP reports

(1) Reflect cumulative totals to date (September 2005)

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Examples of the existing water conservation programs implemented by the City (Ontario, 2005a) are:

- **ULF Toilet Exchange Program:** The City promotes water conservation through distribution of ULF toilets that have a flushing volume of 1.6 gallons, compared to 3.5 gallons/flush of older models. Single family home customers that reside in homes built prior to 1992 are eligible to participate in this program. . The City hosts at least two large-scale toilet distribution events each year.
- **ULF Toilet Rebate Program:** Customers that are not able to participate in the exchange program may purchase toilets from a local retailer and apply for a \$50.00 rebate per toilet.
- **HECW Rebates:** Customers may purchase a HECW and apply for a rebate up to \$100.00.
- **Water Education Water Awareness Committee (WEWAC):** The City is an active member of WEWAC, a committee that is comprised of local agencies. WEWAC co-sponsors several education programs for teachers and students regarding conservation and the environment. WEWAC also provides public education grants.
- **Home and Garden Show:** The annual home and garden show held at the Ontario Convention Center provides water resource information and conservation materials through WEWAC.
- **Low Flow Shower Heads:** Customers can obtain new low flow showerheads free of charge in exchange for their less water efficient showerheads from the City's Utilities Department. The City also provides faucet aerators and low-flow hose nozzles.
- **Cooling Tower Rebate:** Commercial customers can receive a \$500.00 rebate by installing a Cooling Tower Conductivity Controller, which can save up to 800,000 gallons annually.

Based on the 2004 Activity Reports submitted to CUWCC, the active water conservation amount achieved by the end of the fiscal year (FY) 2005 is estimated to be around 177 AFY. It should be noted that this does not include passive or “code based” water conservation. Hence, the total amount of water conservation is higher. The estimate breakdown is presented in **Table 3-5**. Details of calculations to estimate the water conservation savings are included in **Appendix D**. The estimated (active) water conservation (177 AFY) is significantly less than the IEUA's water conservation goal for 2005 as defined in the 2000 UWMP (3,000 AFY). It should be noted that the goal for 2005 was lowered from 3,000 AFY to 840 AFY in the 2005 UWMP (IEUA, 2005). Based on the estimate of 177 AFY it is evident that the City needs to ramp up the implementation of the BMPs. The strategy to increase water conservation and meet the goal set for year 2010 is discussed in Section 3.3.1.

It should be noted that the water conservation estimates only include active water conservation measures, and do not account for passive water conservation such as the direct purchase of ULF toilets, showerheads, or high-efficiency washers by residents in the City that do not apply for a rebate. The estimates also excludes the water conservation achieved by behavioral changes as a result of education programs and increased awareness of the limited water resources in California.

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Table 3-5
Water Conservation Estimate by the End of FY 2004/2005 (Active Programs)

Best Management Practices (BMP's)	Total Number of BMP's	Estimated Savings ⁽¹⁾ (AFY)
(1) Water Survey Programs for Single-Family and Multi-Family Residential Customers	0	0.0
(2) Residential Plumbing Retrofit - single family dwelling units	1,500	14.4
(2) Residential Plumbing Retrofit - multi family dwelling units	500	4.8
(3) System Water Audits	on-going	0.0
(4) Metering with Commodity Rates	on-going	0.0
(5) Large Landscape Programs	on-going	0.0
(6) HECW machine Rebate Programs (washers)	689	31.4
Pool Cover Rebates ⁽²⁾	87	4.5
(7) Public Information Programs	32	0.0
(8) School Education Programs	1,595	0.0
(9) Conservation Programs for CII accounts	211	-
CII ULF Toilet rebates	187	11.2
unknown CII Rebates	3	0.0
CII Surveys	18	0.0
HECW rebates	69	8.3
Cooling Tower Conductivity Controllers (CTCC)	9	20.2
Waterbrooms ⁽³⁾	17	2.6
Performance Target savings	0	6.0
Conservation Program Targets	0	19.5
(10) Wholesale pricing	N/A	N/A
(11) Conservation Pricing	complete	0.0
(12) Conservation Coordinator	complete	0.0
(13) Water Waste Prohibition	complete	0.0
(14) Residential ULFT rebates	1,756	54.4
Total Estimated Savings	n/a	177.0

Note: Details of calculations to estimate the water conservation savings are included in **Appendix D**.

(1) Includes active water conservation estimates only, does not include passive (or Code Based) water conservation.

(2) This program has been discontinued by IEUA.

(3) This program has been discontinued by the City.

In addition, the water conservation estimates are highly dependent upon the assumptions made to calculate the actual water conservation achieved by certain BMPs. The assumptions used for the water conservation estimates presented in this section are listed below.

- **Showerhead Savings (BMP 2):** The MOU states that pre-retrofit showerheads correspond with an estimated water use of 7.2 gpd/cap, while low flow showerheads have an average water usage of 2.9 gpd/cap. Therefore, the water savings are about 4.3 gpd/cap. With an average density of 4 people per household and 2 showerheads per homes, this equates to 8.6 gpd/showerhead or 0.010 AFY per showerhead.

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- Large Landscape Meters (BMP 5): The MOU states that landscaping retrofits result in 15 percent water savings. With 1,000 large landscaping meters (2004 BMP report) and a total irrigation demand of 6,402 AFY, the average landscaping water usage in the City is 6.4 AFY. Hence, 15 percent savings equates to about 0.96 AFY per meter.
- Residential HECW Rebate Program (BMP 6): The potential water savings of a residential HECW machine is estimated to be up to 14,720 gallons per year or 0.046 AFY (IEUA, 2005a). These savings can be achieved when a 40 gallon per load washer is replaced with a 20 gallon per load washer and the clothes washer is used 400 times a year. Pool Cover rebates , grouped with residential HECW for this report, have a savings of 0.052 AFY (IEUA, 2005b).
- CII Rebates (BMP 9): The MWD CII Annual Report (MWD, 2004) lists the water savings of various CII water devices. The devices that are part of the City's rebate program under this BMP and the associated water savings are: 0.06 AFY for ULFT, 0.12 AFY for commercial HECW, 2.24 AFY for CTCC, and 0.15 AFY for water brooms. It should be noted that these unit savings in the CII sector are higher for residential BMP's due to more intensive use.
- ULF Toilets (BMP 14): The water conservation estimate of residential ULFT's is based on the savings reported in the IEUA Regional ULF Toilet Rebate Program Status Report (IEUA, 2005c). This report states that 308 active toilet replacements resulted in an average saving of 9.7 AFY, or 0.03 AFY/toilet.

The water conservation as a result of other BMP's are not included in **Table 3-5** as water savings for many BMPs are difficult to quantify. In addition, measurable water savings from ULFT distribution occurring prior to 2003 is not included in the table. Therefore, it is expected that the actual water savings are higher than 177 AFY.

3.3.2 2006-2010

As listed in **Table 3-2**, the water conservation goal for the City in year 2010 is 1,800 AFY (IEUA, 2005). This goal reflects active water conservation measures only, and does not include passive water conservation as a result of plumbing retrofits etc. To achieve this goal and to be in compliance with the goals defined in the MOU, a water conservation implementation plan has been developed as part of this UWMP. This plan defines the number of BMP's that need to be implemented each year to achieve the 2010 water conservation goal. **Table 3-6** presents the number of BMPs that needs to be realized on an annual basis from FY 2005-2006 through FY 2009-2010 to achieve the water conservation goals. **Appendix D** contains BMP activity reports for 2003 and 2004 and additional details regarding existing and project water conservation projections.

Section 3 – Water Conservation

Table 3-6
Ontario's Active Water Conservation Implementation Plan

Best Management Practice	Hist.	Future BMP Activities (MOU and Add'l)						Estimated Savings (AFY)						Unit
	Pre FY 04-05	FY 05-06	FY 06-07	FY 07-08	FY 08-09	FY 09-10	Pre FY 04-05	FY 05-06	FY 06-07	FY 07-08	FY 08-09	FY 09-10		
(1) Water Survey Programs	0	0	0	0	0	0	0	0	0	0	0	0	Surveys	
SFR Surveys	0	408	489.5	571	647.5	724	0	0	0	0	0	0		
MFR Surveys	0	31	37	43	49	55	0	0	0	0	0	0		Surveys
(2) Residential Plumbing Retrofit	0	-	-	-	-	-	0	0	0	0	0	0	-	
SFR Rebates	1,500	2,386	2,386	2,386	2,386	2,386	14	37	60	83	106	129	Showerheads	
MFR Rebates	500	1,108	1,108	1,108	1,108	1,108	5	15	26	37	47	58	Showerheads	
(3) System Water Audits	0	0	0	0	0	0	0	0	0	0	0	0	Audits	
(4) Metering with Commodity Rates	0	0	0	0	0	0	0	0	0	0	0	0	Unmetered Accounts	
(5) Large Landscape Programs	0	225	225	450	50	50	0	216	432	864	912	960	Accounts	
(6) HECW Rebates	689	200	200	200	200	200	31	41	50	59	68	77	Rebates	
Pool Cover Rebates ⁽²⁾	87	0	0	0	0	0	5	5	5	5	5	5	Rebates	
(7) Public Information Programs	32	0	0	0	0	0	0	0	0	0	0	0	Events	
(8) School Education Programs	1,595	0	0	0	0	0	0	0	0	0	0	0	Students	
(9) CII Conservation Programs	-	-	-	-	-	-	-	-	-	-	-	-		
Commercial surveys	11	28	47	67	92	117	0	0	0	0	0	0	Surveys	
Industrial surveys	3	4	7	10	14	17	0	0	0	0	0	0	Surveys	
Institutional surveys	4	3	6	8	11	14	0	0	0	0	0	0	Surveys	
Number of CII ULFT rebates	187	450	500	550	600	650	11	38	68	101	137	176	Rebates	
Unknown rebates	3	0	0	0	0	0	0	0	0	0	0	0	Rebates	
HECW	69	10	10	10	15	20	8	9	11	12	14	16	Rebates	
CCTC	9	5	5	5	5	5	20	31	43	54	65	76	Rebates	
Waterbrooms ⁽²⁾	17	0	0	0	0	0	3	3	3	3	3	3	Rebates	
Performance Target savings	6	0	0	0	0	0	6	6	6	6	6	6	AFY	
Conservation Program Targets	20	0	0	0	0	0	20	20	20	20	20	20	AFY	
(11) Conservation Pricing	0	0	0	0	0	0	0	0	0	0	0	0	-	
(12) Conservation Coordinator	0	0	0	0	0	0	0	0	0	0	0	0	Coordinator	
(13) Water Waste Prohibition	0	0	0	0	0	0	0	0	0	0	0	0	-	
(14) Res. ULFT Replacements	1,756	500	1,000	1,500	2,000	2,500	54	70	101	147	209	287	Rebates	
Total ⁽¹⁾	n/a	n/a	n/a	n/a	n/a	n/a	177	491	823	1,390	1,592	1,813		

(1) Totals may not add up due to rounding.
(2) Program is discontinued (no increase).

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As shown in **Appendix D**, the BMPs are divided into three categories; 1) Pre- FY 04-05, 2) MOU Requirements, and 3) Additional BMP Activities. The measures currently in place are referred to as “Pre-FY 04-05”, and are estimated to conserve about 177 AFY (see **Table 3-5**). The BMPs listed in the MOU requirements would result in an additional 936 AFY, increasing the water conservation amount to 1,113 AFY. Hence, additional BMP activities have been identified to meet the goal of 1,800 AFY. These additional activities are:

- Increasing the number of distributed showerheads give-aways (BMP 2) by 1,000 for SFR customers and 1,000 for MFR customers for the next five years.
- Implementing water conservation measures at 50 large landscaping customers in FY 2008-2009 and FY 2009-2010.
- Providing rebates for 200 residential HECW's per year (BMP 6) for each year in 2006 through 2010.
- Distributing ULF toilets in the CII sector (BMP 9), starting with 450 units in FY 2006-2007 and increase by 50 toilets per year to 650 toilets in 2010.
- Providing rebates for 10 commercial HECW for the next 3 FY's, then increase by 5 each FY until FY 2009-2010 for a total of 20 HECW per year.
- Distributing 5 CTCC per year.
- ULF toilets in the residential sector (BMP 14), starting with 1,000 units in FY 2006-07 and increase by 500 toilets per year to 2,500 toilets in FY 2009 -2010.

These activities and the MOU requirements will bring the water conservation in line with the IEUA goal. The comparison of the active water conservation goals and estimated water conservation is listed in **Table 3-7** and is graphically shown on **Figure 3-1**. This figure also presents the combined active and passive water conservation goal as presented in the Review Draft UMWP (IEUA, 2005d). As shown in the figure, passive water conservation is expected to contribute significantly to the total water conservation, ranging from about 55-70 percent of the total water conservation.

Table 3-7
Comparison of Water Conservation Estimates and Goals for 2006-2010

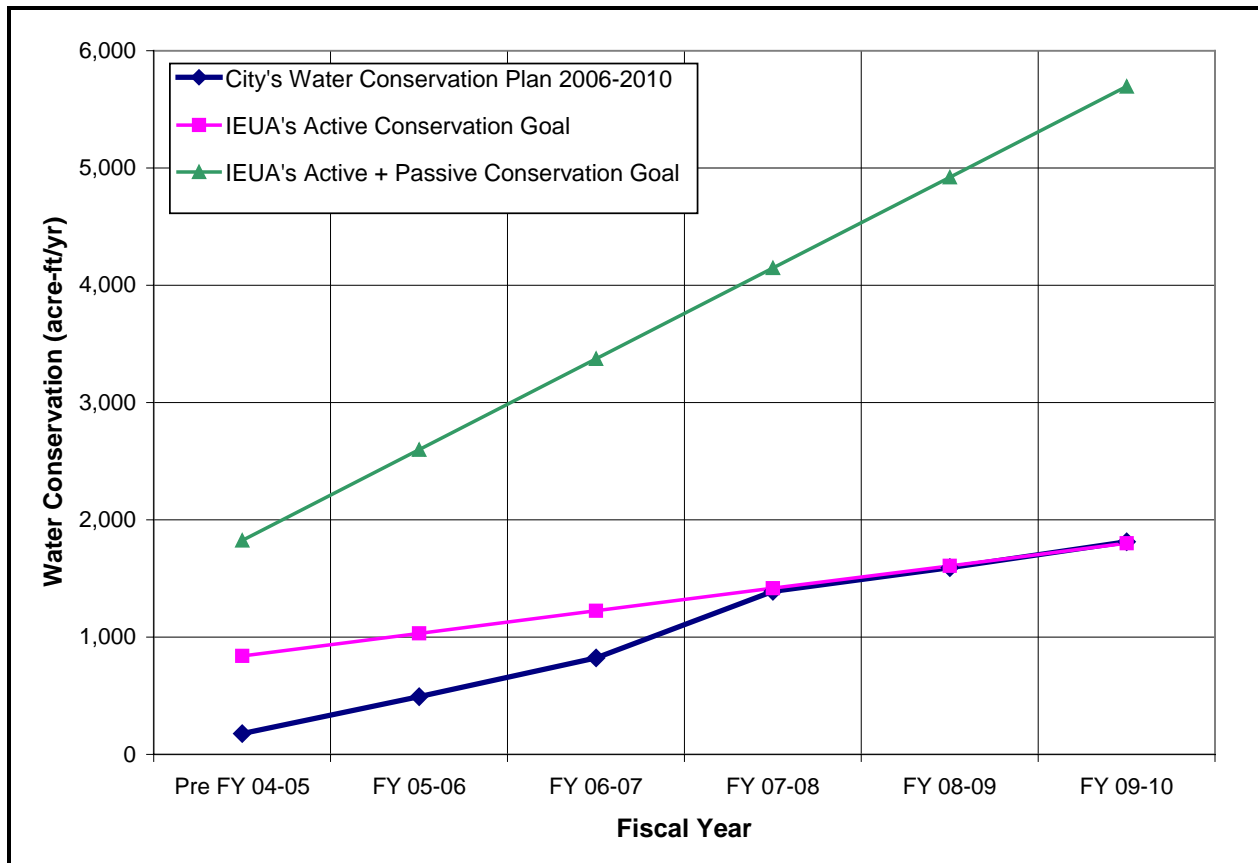
Water Conservation Plan	Pre FY 04-05 (AFY)	FY 05-06 (AFY)	FY 06-07 (AFY)	FY 07-08 (AFY)	FY 08-09 (AFY)	FY 09-10 (AFY)
City's Water Conservation Plan ⁽¹⁾	177	491	823	1,390	1,592	1,813
IEUA's Active Water Conservation Goal ⁽²⁾	840	1,032	1,224	1,416	1,608	1,800
Difference (AFY)	-663	-541	-401	-26	-16	13
Difference (%)	-79%	-52%	-33%	-2%	-1%	1%
City's Water Conservation Plan ⁽¹⁾	177	491	823	1,390	1,592	1,813
IEUA's Active and Passive Water Conservation Goal ⁽³⁾	1,825	2,599	3,373	4,147	4,921	5,695
Difference (AFY)	-1,648	-2,108	-2,550	-2,757	-3,329	-3,882
Difference (%)	-90%	-81%	-76%	-66%	-68%	-68%

(1) The estimated savings of the City's water conservation plan reflect active conservation measures only.

(2) Active water conservation goals per IEUA's Draft UWMP Table 2-10 (IEUA, 2005).

(3) Active and passive water conservation goals per IEUA's Review Draft UWMP Table 2-8 (IEUA, 2005d) and **Table 3-2**.

Figure 3-1
Comparison of Water Conservation Estimates and Goals for 2006-2010



As shown in **Figure 3-1**, the proposed implementation plan will result in a rapid increase of water conservation in the period FY 06/07 to FY 07/08, primarily as a result of the large landscaping metering program. In the following years, the MOU requirements and additional BMP activities will increase the water conservation at the same rate as the linear increase in water conservation goals set by IEUA.

3.3.3 2010 and Beyond

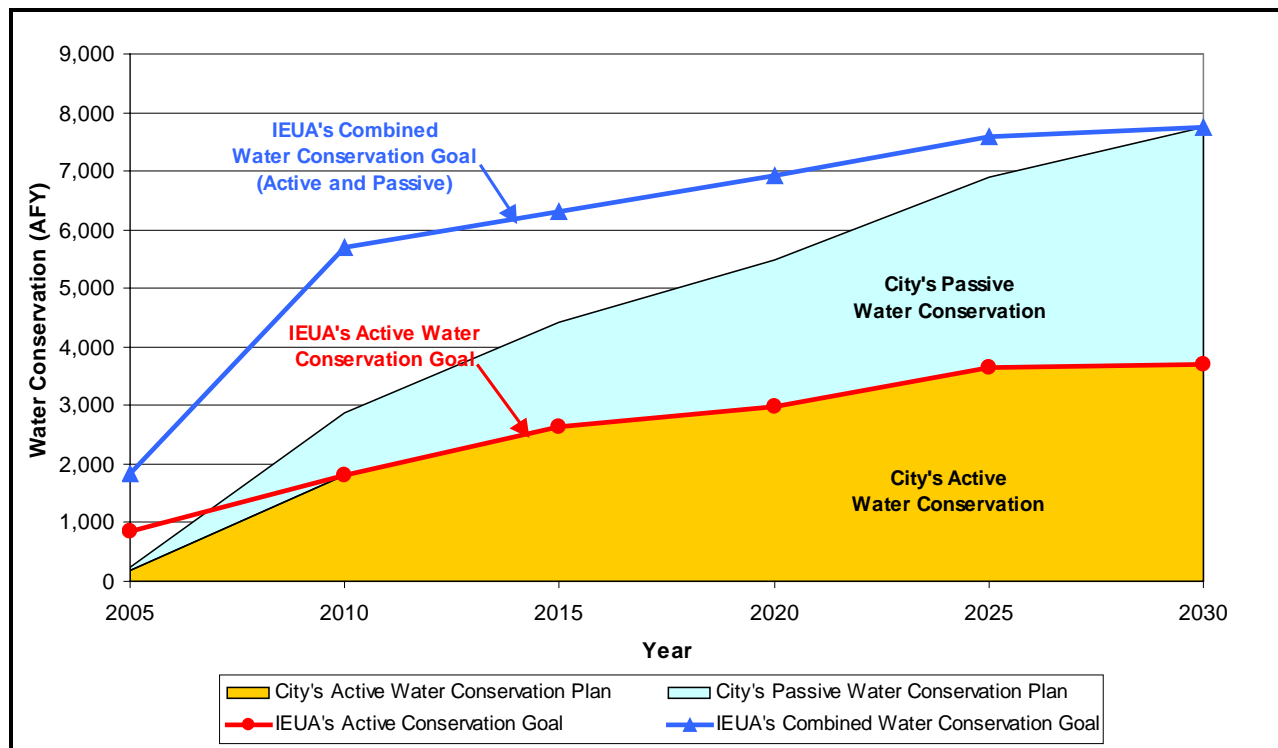
In addition to the active water conservation measures defined in **Table 3-6**, passive water conservation will take place as new homes in the NMC will be constructed according to current plumbing codes and toilet and fixtures will be replaced in homes in the OMC. It is the City's goal to reach IEUA's combined (passive and active) water conservation goal in year 2030 when the NMC is anticipated to reach build out conditions. The estimated water conservation increase compared to the goals of IEUA defined in the Draft and Review Draft Urban Water Management Plan Reports is presented in **Figure 3-2**. This estimate is based the following assumptions:

- 100 percent of the homes in the NMC will be in compliance with the current plumbing code by installation of water conserving toilets, showerheads and fixtures;

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- 25 percent of the homes in the OMC will be in compliance with the current plumbing code in year 2030 through passive replacement of toilets, showerheads and fixtures;
- Implementation of passive water conservation measures would save approximately 15 gallons of water per person per day.

Figure 3-2
Comparison of Water Conservation Estimates and Goals for 2005-2030



Water conservation measures that need to be taken beyond year 2010 should be defined in detail in the 2010 UWMP Update. The actual water conservation achieved by year 2009 should be estimated and compared with the goals set by IEUA. Additional water conservation measures should be considered in the future because market saturation of certain BMPs, such as ULF toilets, is anticipated to occur in the future. A number of water conservation alternatives are discussed under the water conservation strategy of IEUA for the period 2010 and beyond.

Section 4

Water Supplies

4.1 INTRODUCTION

About one third of the water used in Southern California comes from local sources such as groundwater and treated runoff water, while two thirds of the water supplies are imported into the region from the Colorado River (via the Colorado River Aqueduct), the Sacramento-San Joaquin River Delta (via the State Water Project (SWP) aqueduct and the Owens Valley and Mono Basin (via the Los Angeles Aqueducts).

Increased environmental regulations and competition for water from outside the region have resulted in projected decreases in reliability of imported water supplies. At the same time, the Colorado River basin is experiencing a drought that is unprecedented in recorded history, while water demands continue to rise within the region because of population and economic growth.

To address the regional water supply challenges, Metropolitan Water District of Southern California (MWD) completed a landmark evaluation of the future water supplies in Southern California in 1996. This evaluation is known as the Integrated Resources Plan (IRP). The purposed of this plan was to provide a realistic means of achieving a reliable and affordable water supply to meet Southern California's water needs until year 2020. This plan developed a Preferred Resource Mix which consisted of a diverse mix of resources to meet a goal of 100 percent reliability for full-service demands through 2020 through the attainment of regional targets set for conservation, local supplies, SWP supplies, Colorado River supplies, groundwater banking, and water transfers.

The IRP was updated in May 2004 to incorporate achievements to date, identify changed conditions, and to extend the planning horizon to year 2025. The results of the IRP Update show that the most significant change was the increased participation of local agencies in developing local water supplies and promoting water conservation. The contribution of the City of Ontario (City) to develop new local water supplies are discussed in this section. The existing and projected water supplies presented herein are based on the water supply plan presented in the Water Master Plan (WMP) Update (MWH, 2005).

4.2 HISTORICAL WATER SUPPLY

Currently, the City obtains potable water from the following four principal sources:

- Chino Basin groundwater wells owned and operated by the City
- Chino Basin Groundwater from San Antonio Water Company (SAWC)
- Imported water from the Water Facilities Authority (WFA)
- Imported recycled water from the Inland Empire Utilities Agency (IEUA)

The historical water supply mix for the period 1990-2003 is listed in acre-feet per year (AFY) in **Table 4-1** and is graphically presented in **Figure 4-1**.

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Table 4-1
Historical Water Supply Mix

Year	WFA (AFY)	SAWC ⁽¹⁾ (AFY)	Wells (AFY)	IEUA ⁽²⁾ (AFY)	Total (AFY)
1990	16,637	574	20,639	0	37,850
1991	8,607	1,632	24,900	0	35,140
1992	8,825	1,084	24,935	0	34,844
1993	14,645	1,040	19,474	0	35,159
1994	7,695	476	28,555	0	36,725
1995	6,810	0	30,994	0	37,804
1996	8,759	0	32,006	0	40,765
1997	7,590	0	35,526	0	43,115
1998	4,582	0	35,489	0	40,071
1999	8,116	0	37,029	0	45,144
2000	9,258	0	36,842	0	46,100
2001	8,907	0	35,105	0	44,011
2002	9,325	0	35,444	0	44,769
2003	13,207	0	30,240	630	43,447
2004	15,143	0	27,824	1,058	42,967
Average	9,874	320	30,333	113	40,527

(1) Per the agreement between City and SAWC, the City pumps SAWC's entitlement from its own wells to avoiding the water quality problems associated with SAWC's well.

(2) Historical recycled water sales to customers within the City of Ontario.

As shown in **Table 4-1** and **Figure 4-1**, the City has not imported Chino Basin groundwater from SAWC since 1994 due to high nitrate in their well water. In the past, the City took at a maximum 1,632 AFY of water and an average of 961 AFY of water over the years 1990 to 1994. Since 2001, the City has pumped water from its own wells on behalf of SAWC to obtain its entitlement. As discussed in Section 2.3.3, the City obtains water rights from SAWC in exchange for water deliveries through the City's distribution system.

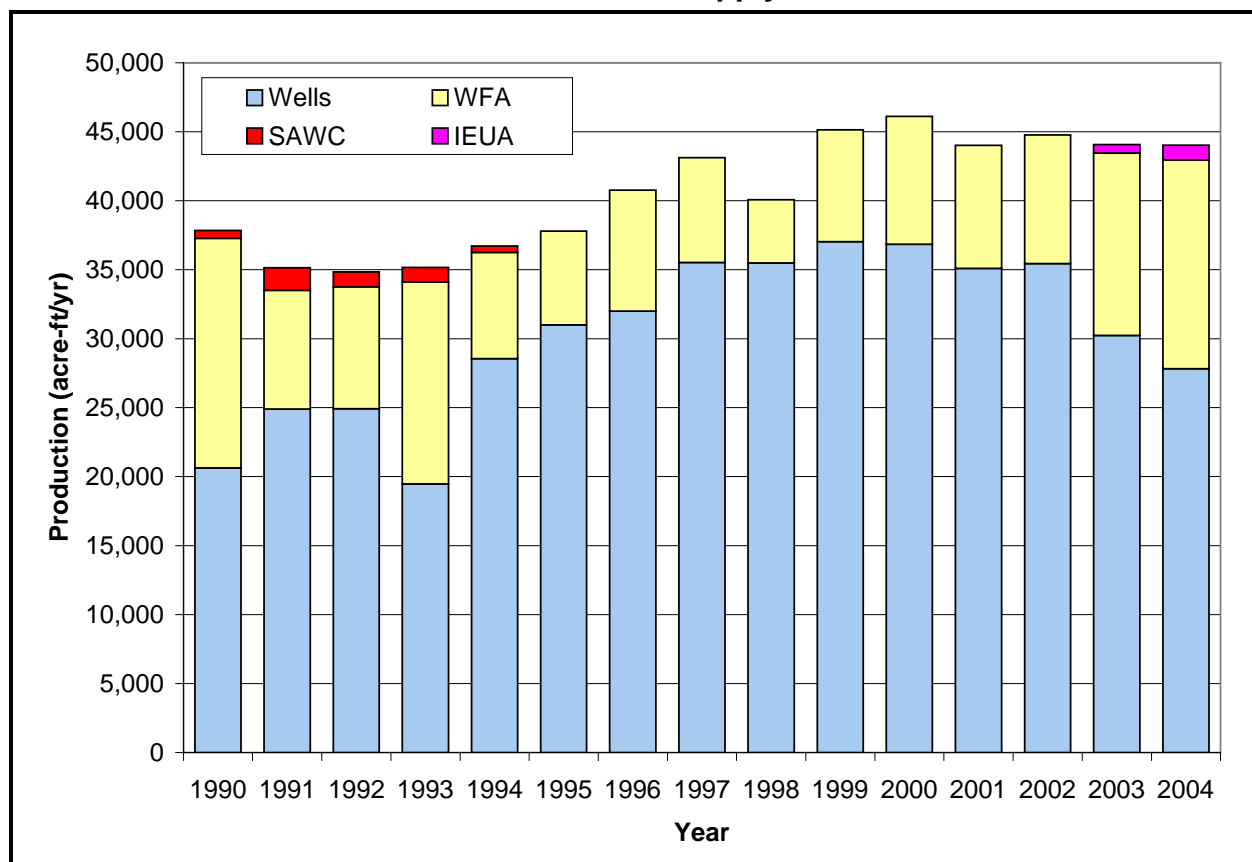
Recycled water recharge of the Chino Basin is not shown as a separate supply source, as this supply is represented in the historical amount of groundwater pumped with City wells. However, the amount groundwater recharged with recycled water is important as it reduces the amount of groundwater overpumping, which is subject to a replenishment fee. The amount of overpumping is calculated as the difference of the total amount of groundwater pumped minus the groundwater rights minus the City's share (24.34 percent) of the total groundwater recharged with recycled water by IEUA.

4.3 EXISTING AND FUTURE WATER SUPPLY SOURCES

In addition to the existing water supplies from the City's groundwater wells, the SAWC groundwater wells, imported water from WFA, recycled water recharge and recycled water from IEUA, the City will have additional potable water supply source in the near future. In January 2006, the City will receive treated Chino Basin groundwater from the Chino Basin Desalter Authority (CDA).

The existing and future supply sources shown in **Figure 4-1** are discussed below.

Figure 4-1
Historical Water Supply Mix



4.3.1 Chino Basin Groundwater from City Wells

The Chino Basin covers an area of about 235 square miles. The basin contains about 5 million acre-ft of water in storage and has an unused storage capacity of about 1 million acre-ft. The Chino Basin is the largest groundwater basin in the Upper Santa Ana River watershed. The basin is bounded on the north by the Red Hill fault and Cucamonga fault zone, on the northwest by the San Jose fault, on the southwest by the Chino Hills, on the northeast by the Rialto-Colton fault, on the east by the Jurupa and Pedley Hills and on the south by the Santa Ana River. The basin is an alluvial valley that was formed when eroded sediments from the surrounding San Gabriel Mountains, the Chino Hills, the Puente Hills and the San Bernardino Mountains filled a geological depression.

The groundwater quality in Chino Basin is of better quality in the north than in the south, as that is the direction of water flow through the basin. With recharge in the northern portion, salinity measured as total dissolved solids (TDS) and nitrate concentrations increase in the southern portion of Chino Basin. Generally, the TDS exceeds 500 mg/L and nitrate exceeds 50 mg/L south of Riverside Drive. TDS and nitrate generally originate from non-point sources such as land application of wastes and fertilizer from previous and current agricultural activities. In

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addition, several point sources of contamination exist in the basin that affects groundwater quality in localized areas.

Water Rights

Groundwater rights are defined by the 1978 judgment in the case *Chino Basin MWD v. City of Chino, et al.* The judgment is administered by a watermaster and is subject to the on-going court jurisdiction. The original watermaster, the Chino Basin Municipal Water District (now known as IEUA), was replaced in 1998 by a nine-member board made up of representatives of the basin pumpers, designated the Chino Basin Watermaster (CBWM). The judgment defined the safe yield of the basin to be 140,000 AFY.

The water rights of the Chino Basin are allotted to three pools: the Overlying (Agricultural) Pool, the Overlying (Non-agricultural) Pool, and the Appropriative Pool. The Overlying (Agricultural) Pool consists of private property owners with land being used for agricultural activities and the State of California detention centers. The Overlying (Non-Agricultural) Pool consists of businesses and industries, and the Appropriative Pool consists of cities and water agencies that supply water to their customers. Water rights are divided for the City between the three pools as follows:

Overlying (Agricultural) Pool:	82,800 AFY
Overlying (Non-Agricultural) Pool:	7,366 AFY
<u>Appropriative Pool:</u>	<u>49,834 AFY</u>
Total Water Rights:	140,000 AFY

The City has water rights based on 20.742 percent of the Initial Operating Safe Yield (OSY), permanent conversion of agricultural land, temporary transfers of unpumped water from the Overlying (Agricultural) Pool, and the safe yield reallocation of the Agricultural Pool. The cities groundwater rights are summarized in **Table 4-2**.

For Fiscal Year (FY) 2003-2004, the City had a total right to pump 28,539 AFY. This amount consists of 11,374 AFY of the Initial OSY, 11,110 AFY of Appropriative Pool transactions and new yield, 5,827 acre-ft from Agricultural Pool transfers and a one-time storage adjustment of 229 AFY. The Appropriative Pool transactions included 8,600 acre-ft of water rights that were leased from the City of Chino and Jurupa Community Services District (JCSD).

The historical and projected amount of groundwater pumped by City wells are listed in **Table 4-3** and **Table 4-4**, respectively. Historical records show that groundwater has contributed to approximately 70-80 percent of the City's water supply mix. Although the City is planning to drill more groundwater wells to serve new customers, the projected amount of groundwater decreases to about 41-48 percent of the City's water supply, which means that the City will become more reliant on imported water from WFA. These tables also show that the actual amount of groundwater pumped and projected to be pumped exceeds the City's water rights as listed in **Table 4-2**. The City needs to pay IEUA a replenishment fee of \$213/acre-ft pumped in excess of its water rights to cover IEUA's cost to replenish the groundwater basin with recycled water. As mentioned in paragraph 4.2, the amount of overpumping that is subject to the replenishment fee is reduced by the City's share of the amount of groundwater recharged with

recycled water, which is calculated as 24.34 percent of the total amount of groundwater recharged with recycled water by IEUA. The projected recycled water recharge and the City's share are presented in **Table 4-5**.

Table 4-2
Groundwater Pumping Rights

Chino Basin	2005 (AFY)	2010 (AFY)	2015 (AFY)	2020 (AFY)	2025 (AFY)	2030 (AFY)
Initial Safe Yield	11,374	11,374	11,374	10,337	10,337	10,337
New Yield	2,489	2,489	2,489	2,489	2,489	2,489
NMC Ag and Land Use Conversions	0	3,625	5,712	8,813	11,917	15,021
OMC Ag Conversions	97	207	317	426	536	646
Prior Land Use Conversions	895	895	895	895	895	895
Annual Early Transfers	6,803	6,803	6,803	6,803	6,803	6,803
Adjustment to Total Available ⁽¹⁾	(708)	(910)	(1,111)	(1,313)	(1,514)	(1,716)
Total Share of Initial OSY	20,950	24,483	26,478	28,451	31,463	34,475
SAWC Shares	765	765	765	765	765	765
Sunkist (service agreement)	1,470	1,470	1,470	1,470	1,470	1,470
Total Groundwater Rights	23,185	26,718	28,713	30,686	33,698	36,710

This table corresponds to DWR Table 5.

(1) Adjustment is based on the City's share of the projected early transfers and land use conversions. The adjustments of 708 AFY (year 2005) and the 1,716 AFY (year 2030) are obtained from the Chino Basin Water Master (Post land use conversions – 2025). As the NMC is projected to reach build out conditions in year 2030 (2005 Water Master Plan Update), the year 2025 numbers are used for 2030. Intermediate years are calculated with linear interpolation.

Table 4-3
Historical Amount of Groundwater Pumped

Chino Basin	2000	2001	2002	2003	2004
City Wells in Chino Basin (AFY)	36,842	35,105	35,444	30,240	27,824
Percent of Total Water Supply to City	80%	80%	79%	70%	65%

This table corresponds to DWR Table 6.

Table 4-4
Projected Amount of Groundwater Pumped

Chino Basin	2010	2015	2020	2025	2030
City Wells in Chino Basin (AFY)	25,248	27,453	33,554	39,312	44,721
Percent of Total Water Supply to City	41%	41%	44%	47%	48%

This table corresponds to DWR Table 7.

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Table 4-5
City's Share of Groundwater Recharge

Recycled Water Recharge	2010 (AFY)	2015 (AFY)	2020 (AFY)	2025 (AFY)	2030 (AFY)
Total Recharge by IEUA ⁽¹⁾	22,000	25,000	28,000	35,000	35,000
City's Share of Total Recharge ⁽²⁾	5,355	6,085	6,815	8,519	8,519

(1) Source: IEUA's Review Draft UWMP (IEUA, 2005d)

(2) Calculated as 24.34% of total groundwater recharge by IEUA.

4.3.2 Chino Basin Groundwater from SAWC

The City is a shareholder of the SAWC. Currently, the City owns 295 shares, which currently entitles the City to approximately 765 AFY. This value was recently reduced from 2.9 to about 2.59 AFY per share. Historically, the water from SAWC is delivered through a Chino Basin well that is owned and operated by SAWC. However, this well is currently closed due to nitrates over 100 mg/L, which is above the State Primary Maximum Contaminant Level of 45 mg/L.

In October 2001, the City and SAWC executed a license agreement whereby the City pumps its SAWC entitlement from its own Wells 31, 37 and 38. This agreement allows the City to access its SAWC entitlement while avoiding the water quality problems associated with SAWC's well.

In the past, the City took at a maximum 1,630 AFY of water and an average of 961 AFY of water over the years 1990 to 1994. Since 2001, the City has pumped water from its own wells on behalf of SAWC to obtain its entitlement.

4.3.3 Imported Water from WFA

The WFA operates the Aqua de Lejos Water Treatment Plant located in the City of Upland. The plant obtains raw imported SWP water from MWD through the Rialto Reach of the Foothill Feeder. At the time of its construction in 1988, the plant had an initial capacity of 68 million gallons per day (mgd). The plant is a conventional water treatment plant featuring coagulation, flocculation, sedimentation, filtration and chloramine disinfection. The plant has been re-rated several times and has a current capacity of 81 mgd. The City owns 31.4 percent of the plant capacity or 25 mgd. The City of Ontario purchases imported water from the WFA. There are two connections designated Ontario #1 (15 mgd capacity), and Ontario #2 (10 mgd capacity) serving the City's water system.

Based on historical records for 1990 through 2003, the average annual WFA supply has been 8,947 AFY, while the maximum annual purchase was 16,637 AFY in 1990. The peak monthly flow averaged 20.2 mgd. For the period 1999-2002, the City obtained about 20 percent of its annual supply from the WFA. In 2003, this amount was increased to about 30 percent.

The quality of water from the WFA has low TDS and nitrate levels at 280 and 4 mg/L, respectively. Data from MWD (1979-2005) indicates the TDS of water from the East Branch of the SWP has ranged from 84 to 455 mg/L with an average of 266 mg/L (MWD, 2005).

4.3.4 Recycled Water from IEUA

Recycled water is provided by the IEUA, which treats its collected wastewater at four regional wastewater reclamation plants; Carbon Canyon Wastewater Reclamation Facility (CCWRF), Regional Plant No. 1 (RP-1), RP-4, and RP-5. The City of Ontario can currently obtain recycled water from RP-1 and RP-4 through the existing recycled water distribution system of IEUA. As described in the IEUA's *Recycled Water Implementation Plan* (MWH, 2005b), IEUA has planned to expand the existing recycled water distribution system significantly to serve its entire service area. With the expansion, more regional recycled water pipelines will be constructed within the City that allow substantial increase of recycled water use in the future. It is anticipated that the current recycled water supply of 1,829 AFY will increase to 14,492 AFY by year 2030.

4.3.5 Chino Basin Groundwater from CDA

The City of Ontario is a member of the CDA, a joint powers agency created on September 25, 2001, between JCSD, Santa Ana River Water Company (SAWRC), IEUA and the cities of Chino, Chino Hills, Norco, and Ontario. The CDA currently operates and maintains a treatment facility, Chino Desalter I (CDA-I), and is currently in the construction phase of the Chino Desalter I Expansion and Chino Desalter II (CDA-II).

CDA-I

CDA-I treats brackish groundwater high in nitrates and TDS from the southern portion of Chino Basin and treats the water using a reverse osmosis (RO) system for domestic purposes. The CDA-I has a treated water quality goal of 350 mg/L for TDS and 25 mg/L for nitrate with a target of 20 mg/l (Chino, 2002). This quality reflects the blended product water from the plant. The existing capacity of CDA-I is 9.2 mgd, while the expansion of the CDA-I from 9.2 mgd (10,3200 AFY) to 14.2 mgd (15,900 AFY) is scheduled to be completed by January 2006. The City will take 1,500 AFY into the 1,010 Zone from a connection near the intersection of Archibald and Schaeffer Avenues after the plant is expanded.

CDA-II

In addition to the expansion of CDA-I, a second facility, CDA-II, is under construction and is expected to be completed in January 2006. The CDA-II was initiated by the CDA to provide 10,400 acre-ft/ yr of water deliveries to JCSD, the cities of Ontario, Norco and the SARWC. The City will receive 3,500 AFY of water from the CDA-II facility. This plant will deliver water to the City at two connections, one near the intersection of Philadelphia Street and Milliken Avenue and one near the intersection of Galena Street and Milliken Avenue.

CDA-III

As part of the Optimum Basin Management Plan (OBMP) investigations, the CBWM has conducted groundwater modeling studies to determine how best to establish hydraulic control of groundwater, salts and nitrates in the southern Chino Basin. Hydraulic control is necessary to ensure that groundwater, heavily contaminated with nitrate, TDS and other constituents of

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concern, does not discharge to the Santa Ana River and impact water users in Orange County. Hydraulic control is also needed for maintaining the safe yield of the Chino Basin. As the agricultural preserve area develops, it will be important that production be continued to prevent increased losses of water to the Santa Ana River. Groundwater production by the Agricultural Pool is currently about 40,000 AFY and is projected to decline to about 10,000 AFY. Production by the CDA desalters will be about 24,600 AFY. CBWM studies indicate that an additional 20,000 AFY of extraction will be needed to achieve hydraulic control of the basin.

CDA-III (or further expansion of CDA-I or CDA-II) is a possible facility that could be located in the southern portion of the Chino Basin, to collect and reduce the loss of water to Orange County. At this time, no capacities or locations have been identified for such a facility.

4.3.6 Dry Year Yield Program

The Dry Year Yield (DYY) Storage Program is a cooperative conjunctive use program involving MWD, IEUA, CBWM, Three Valleys Municipal Water District (TVMWD) and the Chino Basin groundwater producers. The DYY Program allows MWD to store up to 100,000 acre-ft of water in the Chino Basin when surplus water is available during wet years and produce 33,000 AFY in dry, drought or emergency periods. The DYY Program is partially funded by a State grant from Proposition 13 Bond funds. A combination of grant and MWD funding will be provided to local agencies to build water production and treatment facilities in support of the DYY. The funds received by each participating local water agency are consistent with each agency's commitment to use delivered MWD water during normal years and use groundwater from the MWD's storage account during dry years.

On April 15, 2003, the City authorized execution of an agreement with IEUA to participate in the DYY program. To participate in the DYY program, an agency agrees to reduce its use of imported water compared to the prior year by a fixed amount, known as the agency's "shift obligation". Thus, water that the City would normally import from WFA in a dry year would be offset by groundwater. The City's shift obligation is 8,076 AFY, and its share of the funding is \$5,674,168. During years when MWD calls for extraction, the City's WFA production would be reduced by 8,076 AFY compared to the previous year and it would extract this amount of water from the designated DYY wells.

The funds will be used to build three new groundwater wells (designated and a wellhead treatment facility to remove nitrates from one existing well and one future well. Each well has an estimated yield of 2,500 gpm (about 3,000 AFY when operated 75 percent of the year). Upon call by MWD for stored water delivery, the City will operate these facilities, combined with the existing infrastructure to meet its shift obligation. MWD would pay for the cost of operations and the City would pay MWD (through IEUA) the full service water rate. The City can use the DYY facilities to meet its normal water demands during other periods but is responsible for the O&M costs when they use the facilities. Because of this program, the City is less reliant on imported water supply in dry years and improves its groundwater capacity during wet weather cycles.

4.4 SUMMARY OF WATER SUPPLIES

The existing and projected water supplies under normal year and dry year conditions are summarized in **Table 4-6** and **Table 4-7**, respectively. Under the Dry Year Scenario, the amount of imported water from WFA is reduced by the shift obligation amount of 8,076 AFY. This amount is pumped from the DYY wells.

The projected imported water supplies from WFA are based on the assumption that 30 percent of the water demands are met with water from WFA up to a total supply of 20,000 AFY, which is 8,000 AFY less than the City's allotment in the treatment plant capacity. The maximum capacity is not reached by year 2030. This shift obligation amount is subtracted under the Dry Year Scenario.

Table 4-6
Current and Planned Water Supplies – Normal Year Scenario

Water Supply Sources	2005 (AFY)	2010 (AFY)	2015 (AFY)	2020 (AFY)	2025 (AFY)	2030 (AFY)
Wholesale Water Provider						
WFA Connection I & II ⁽¹⁾	19,750	19,800	19,850	19,900	19,950	20,000
Groundwater Produced						
Operating Safe Yield ⁽²⁾	20,950	24,483	26,478	28,451	31,460	34,475
SAWC ⁽³⁾	765	765	765	765	765	765
Recycled Water Recharge ⁽⁴⁾	243	1,890	4,203	6,815	8,519	8,519
Leases and Transfers ⁽⁵⁾	874	0	0	2,423	4,716	8,709
DYY ⁽⁶⁾	0	0	0	0	0	0
Sunkist ⁽⁷⁾	1,470	1,470	1,470	1,470	1,470	1,470
Local Surface Water Supplies	n/a	n/a	n/a	n/a	n/a	n/a
Recycled Water⁽⁹⁾	1,829	7,926	8,816	11,761	12,435	14,492
Desalinated Water	0	5,000	5,000	5,000	5,000	5,000
Total without Water Conservation	45,881	61,334	66,583	76,585	84,316	93,430
Water Conservation	-840	-2,635	-3,994	-4,900	-6,149	-7,747
Total with Water Conservation	45,041	58,699	62,589	71,685	78,167	85,683

This table corresponds to DWR Table 4

(1) The max capacity that WFA can deliver is 25 mgd (28,000 AFY). WFA is set at 30% of demand except for years where this would result in a supply surplus.

(2) Obtained from Table 4-2.

(3) SAWC well is closed due to high nitrates. The water rights are transferred to the City which pumps the water from its own wells (Wells 31, 37, and 38). Assessment package from the years 2003 - 2004 for the years 2004 - 2005 budget. (CBWM, 2004).

(4) The first amount of overpumping (if applicable) is assigned to recycled water recharge up to the amount listed in Table 4-5.

(5) The remaining amount of overpumping (if applicable) is assigned to leases and transfers that are subject to a replenishment fee.

(6) Shift Obligation per the "Local Agency Agreement" between IEUA and the City of Ontario (IEUA, 2003).

(7) Supply from Sunkist is set equal to the projected demand, thus it does not impact the available water supply for growth.

(8) Combined Water Conservation (active + passive) is counted as a supply source. Values obtained from Table 3-3.

(9) Obtained from Table 2-6 (supply is equal to demand).

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Table 4-7
Current and Planned Water Supplies – Dry Year Scenario

Water Supply Sources	2005 (AFY)	2010 (AFY)	2015 (AFY)	2020 (AFY)	2025 (AFY)	2030 (AFY)
Wholesale Water Provider						
WFA Connection I & II ⁽¹⁾	19,750	11,724	11,774	11,824	11,874	11,924
Groundwater Produced						
Operating Safe Yield ⁽²⁾	20,950	24,483	26,478	28,451	31,460	34,475
SAWC ⁽³⁾	765	765	765	765	765	765
Recycled Water Recharge ⁽⁴⁾	243	5,355	6,085	6,815	8,519	8,519
Leases and Transfers ⁽⁵⁾	874	742	2,678	7,554	10,420	14,984
DYY ⁽⁶⁾	0	8,076	8,076	8,076	8,076	8,076
Sunkist ⁽⁷⁾	1,470	1,470	1,470	1,470	1,470	1,470
Local Surface Water Supplies	n/a	n/a	n/a	n/a	n/a	n/a
Recycled Water ⁽⁹⁾	1,829	7,926	8,816	11,761	12,435	14,492
Desalinated Water	0	5,000	5,000	5,000	5,000	5,000
Total without Water Conservation	45,881	65,541	71,143	81,716	90,019	99,704
Water Conservation ⁽⁸⁾	-840	-2,635	-3,994	-4,900	-6,149	-7,747
Total with Water Conservation	45,041	62,906	67,149	76,816	83,870	91,957

This table corresponds to DWR Table 4

(1) The max capacity that WFA can deliver is 25 mgd (28,000 AFY). WFA is set at 30% of demand except for years where this would result in a supply surplus.

(2) Obtained from Table 4-2.

(3) SAWC well is closed due to high nitrates. The water rights are transferred to the City which pumps the water from its own wells (Wells 31, 37, and 38). Assessment package from the years 2003 - 2004 for the years 2004 - 2005 budget. (CBWM, 2004).

(4) The first amount of overpumping (if applicable) is assigned to recycled water recharge up to the amount listed in Table 4-5.

(5) The remaining amount of overpumping (if applicable) is assigned to leases and transfers that are subject to a replenishment fee.

(6) Shift Obligation per the "Local Agency Agreement" between IEUA and the City of Ontario (IEUA, 2003).

(7) Supply from Sunkist is set equal to the projected demand, thus it does not impact the available water supply for growth.

(8) Combined Water Conservation (active + passive) is counted as a supply source. Values obtained from Table 3-3.

(9) Obtained from Table 2-6 (supply is equal to demand).

The OSY is calculated as the sum of:

- The City's share of the Initial OSY (20.742 percent of 54,834 or 11,373 AFY till 2017 and 10,337 AFY from 2018 and beyond due to a reduction of 5,000 AFY in OSY)
- The City's share of new yield (2,489 AFY from 2004 and beyond).
- The Ag Pool Reallocation varies over time due to increasing land use conversions and the variable conversion rates (1.3 AFY/acre prior to the Peace Agreement and 2.0 AFY/acre post Peace Agreement). The total re-allocation amount of 15,668 AFY that was estimated for year 2025 by the Chino Basin watermaster is used for year 2030, when the NMC is projected to reach build out conditions.
- The City's share of the early transfers (20.742 percent of 32,800 or 6,804 AFY)
- The City's share of overpumping (28.15 percent of 6,097 or 1,716 AFY). The percentage is based on the portion of the City's potential for reallocation (annual early transfers plus land use conversions) which is 23,366 AFY of 83,006 AFY total.

The amount of water obtained from SAWC is based on a water rights transfer as the SAWC well has high nitrates. The City will obtain water through pumping its own wells.

The amount of overpumping is calculated by subtracting all available potable water supplies (groundwater wells, WFA, SAWC, CDA-I, CDA-II, and water conservation) from the projected

average potable water demand. The first amount of overpumping is assigned to “Recycled Water Recharge” up to the amounts listed in **Table 4-5**. This amount is zero if the City has a supply surplus. For years where the City needs to overpump more than the City’s share of recycled water recharge, the City would need to lease or transfer additional groundwater supplies.

The DYY amount is zero under normal conditions, and equal to the shift obligation under Dry Year Scenario.

The demand of Sunkist is assumed to remain constant.

The amount of recycled water supplies are based on the recycled water demand projections presented in **Section 3**. Although the actual available recycled water supplies from IEUA may be higher than the projected demands, the recycled water supply is set equal to the recycled water demand, to avoid counting recycled water supplies towards meeting potable water demands. Therefore, the remaining supplies listed in **Table 4-6** and **Table 4-7** should be sufficient to meet the projected potable water demands listed in **Table 2-8**.

Desalinated groundwater from CDA-I and CDA-II will become available in 2007 and is a constant supply delivery.

The Water Conservation amounts are based on the projections presented in IEUA’s Review Draft UWMP (IEUA, 2005d). Details on how to achieve these water savings are presented in **Section 3**.

The comparison of supplies and demands and the supply reliability under various weather conditions are discussed in **Section 5**.

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Section 5

Supply Reliability

5.1 WATER SERVICE RELIABILITY

Water Code section 10635 (a) defines that every urban water supplier shall include an assessment of the reliability of its water service to its customers during normal, dry year, and multiple dry years in its Urban Water Management Plan (UWMP). This water supply and demand assessment shall compare the total water supply sources available to the water suppliers with the total projected water use over the next 20 years, in 5-year increments, for normal water year, a single dry water year, and multiple dry years.

This section provides the comparison of the available water supplies under various demand conditions through year 2030. The following assumptions are made to calculate the numbers presented in **Tables 5-2** through **5-29**. The projected demands per year from 2005 through 2030 under the evaluated demand scenarios are summarized in **Appendix E**.

- The projected water demand in a “Normal Water Year” are based on the average annual water demand projections presented in **Table 7-1** of the 2005 Water and Recycled Water Master Plan (MWH, 2005).
- The projected water demand in a “Single Dry Year” and “Multiple Dry Year” are based on the high annual water demand projections presented in **Table 7-1** of the 2005 Water and Recycled Water Master Plan (MWH, 2005) and adjusted for water conservation.
- The projected recycled water demands as presented in **Table 2-4** are added to all of the 2005 Water and Recycled Water Master Plan (MWH, 2005) demands under normal year, single dry year, and multiple dry years.
- The water conservation amount as presented in **Table 3-2** of this UWMP is deducted from the projected water demands. This is referred to as the “base water conservation amount”
- Multiple dry year periods consist of three consecutive years, rather than 4 years, as the City’s only requires to meet its shift obligation for three years as defined in the Dry Year Yield (DYY) Program.
- For each multiple dry year period, the first and last year of each 5-year period (ending in 0 and 5) are considered normal years, while the second through fourth year are selected as the dry years. This rule does not apply to the period 2005-2010, as the DYY Program does not become effective until 2008. Years 2009 and 2010 are selected as the multiple dry years in this period. This approach is consistent with the IEUA UWMP (IEUA, 2005).
- In the second and third year of a multiple dry year period, additional water conservation equal to 10 percent of the projected high annual demand is deducted from the projected water demand minus the Active Conservation. Additional water conservation is not applied to the first year of a 3-year multiple dry year period as it is unknown in the first year if a drought sustains. It is assumed that when a drought sustains, public notifications will be used effectively to reduce water consumption.
- All years are considered normal years for the normal year evaluations.

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- Every year of each 5-year period is considered as a dry years for the single dry year evaluations, because each year is evaluated separately. Additional water conservation as used for multiple dry years is not applied.
- In dry years and multiple dry years, the amount of imported water from WFA is reduced by the City's DYY shift obligation of 8,076 acre-ft/yr. This reduction in supply is compensated by increased groundwater production of 8,076 acre-ft/yr. This amount is added to the Chino Basin groundwater leases and replenishment, which is groundwater pumped in excess of the City's water rights.

With these assumptions, the contribution of each supply source to the total supply mix under the various demand conditions is determined. This contribution expressed in percentage of normal year conditions is also referred to as supply reliability. The supply reliability of groundwater leases and replenishment varies over time, as the amount of groundwater used will increase in the future to meet the increasing demands. The supply reliability of the City's supply sources are summarized in **Table 5-1**. The upper end of each range represents the first dry year in the period 2005-2030 when the shift obligation is relatively high, while the lower end of each range represents the last dry year in the period 2005-2030 when the shift obligation becomes a smaller percentage due to an increase in groundwater production.

Table 5-1
Supply Reliability per Source

Supply Source	Average / Normal Water Year	Single Dry Water Year	Multiple Dry Water Years ⁽¹⁾			
			Year 1	Year 2	Year 3	Year 4 ⁽²⁾
Groundwater Rights	100%	100%	100%	100%	100%	100%
Recycled Water	100%	100%	100%	105%	110%	100%
CDA I & II	100%	100%	100%	100%	100%	100%
Imported Water	100%	62%	60%	59%	59%	100%

This table corresponds to DWR Table 8.

Source: (IEUA,2005) pg. 169

- (1) Chino Basin Dry-Year Yield (DYY) Program facilities provide for 100,000 AF of storage and 33,000 AFY of additional groundwater production for use in-lieu of Imported Water during dry years. The DYY Program is in effect during dry years between 2008 and 2025. Percentages reflect decrease in imported water and associated increase in groundwater production. From Report on Metropolitan's Water Supplies "A Blueprint for Water Reliability" (MWD, 2003), Metropolitan has documented the capability to reliably meet 100 percent of projected supplemental water demands through 2030. Per the Fiscal Year 2004/2005 Chino Basin Watermaster Assessment Package, agencies have approximately 150,000 AF in storage.
- (2) Metropolitan's Report on Metropolitan's Water Supplies, A Blueprint for Water Reliability, March 25, 2003, provides information for three consecutive dry years

5.2 PROJECTED DEMAND AND SUPPLIES – NORMAL WATER YEAR

The City's water supplies, which are separated into the following five categories, are summarized in **Table 5-2**:

- Groundwater – The City's water rights consistent with the operating safe yield (OSY) of the Chino Basin and City's water rights through the San Antonio Water Company (SAWC) shares. As discussed in detail in **Section 4**, the City's water rights will increase in time due to

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land use conversions and other factors from 25,660 acre-ft/yr in 2005 to 33,063 acre-ft/yr in 2030.

- CDA – The City’s 5,000 acre-ft/yr allotment of Chino Desalter I and II starting in 2006.
- Chino Basin Leases and Replenishment – The amount of groundwater pumped in excess of the City’s water rights that are subject to replenishment fees. This amount increases over time to accommodate the growth in water demand.
- Imported Water – The projected amount of water purchased from WFA and increases to 20,000 acre-ft/yr in year 2030 under normal year conditions. This amount is adjusted with the shift obligation of 8,076 acre-ft/yr for single and multiple dry years.
- Recycled Water – The recycled water supply is set equal to the projected recycled water demand and increases from gradually to 14,492 acre-ft/yr in 2030.

Table 5-2
Projected Normal Water Supply

Supply Sources	2010 (AFY)	2015 (AFY)	2020 (AFY)	2025 (AFY)	2030 (AFY)
Groundwater Rights ⁽¹⁾	26,718	28,713	30,686	33,695	36,710
CDA-I and II	0	209	4,338	7,086	9,481
Additional Groundwater Pumping ⁽²⁾	5,000	5,000	5,000	5,000	5,000
Imported Water ⁽³⁾	19,055	19,850	19,900	19,950	20,000
Recycled Water	7,926	8,816	11,761	12,435	14,492
Base Conservation	2,635	3,994	4,900	6,149	7,747
Total Supply	61,334	66,583	76,585	84,316	93,430

This table corresponds to DWR Table 40.

(1) Groundwater rights includes the Total share of Initial OSY, the SAWC shares, and the water rights from Sunkist.

(2) Additional groundwater pumping includes recycled water recharge, leases and transfers.

(3) The City of Ontario owns a total capacity of 25 MGD (28,000 AF) in the WFA Plant.

The projected normal demand consist of the combination of potable and recycled water demands and is adjusted for the base water conservation as discussed in **Section 3**. The projected normal year demands are summarized in **Table 5-3**.

Table 5-3
Projected Normal Year Water Demand

Demand	2010 (AFY)	2015 (AFY)	2020 (AFY)	2025 (AFY)	2030 (AFY)
Potable Water	53,408	57,767	64,824	71,881	78,938
Recycled Water	7,926	8,816	11,761	12,435	14,492
Total Demand	61,334	66,583	76,585	84,316	93,430
% of year 2005	136%	148%	170%	187%	207%
Active Conservation	(2,635)	(3,994)	(4,900)	(6,149)	(7,747)
Total Demand with Conservation	58,699	62,589	71,685	78,167	85,683

This table corresponds to DWR Table 41

The comparison between the available water supplies and projected demands for normal year conditions is presented in **Table 5-4**. As shown in this table, the available supplies are equal to the projected demand.

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Table 5-4
Normal Year Supply and Demand Comparison

Supply and Demand	2010 (AFY)	2015 (AFY)	2020 (AFY)	2025 (AFY)	2030 (AFY)
Supply totals	61,334	66,583	76,585	84,316	93,430
Demand totals	61,334	66,583	76,585	84,316	93,430
Difference	0	0	0	0	0
Difference as % of Supply	0.0%	0.0%	0.0%	0.0%	0.0%
Difference as % of Demand	0.0%	0.0%	0.0%	0.0%	0.0%

This table corresponds to DWR Table 42

The supply strategy shown in **Table 5-4** is based on maximizing groundwater and CDA supplies as these are the cheapest sources of supply. The amount of imported water is such that the City maintains sufficient supplies when it needs to meet its shift obligation in dry years. The recycled water supplies are set equal to the recycled water demand. Hence, the only variable in the water supply mix is the amount of Chino Basins groundwater leases and replenishment. This amount is adjusted such that the total water supply equals the projected demands. Therefore, there is no supply surplus shown in **Table 5-4**. However, the City has the ability to pump more water if needed as the City's groundwater pumping capacity is greater than needed to meet the annual demands, as additional wells are used to meet the maximum day demand. The groundwater supply surplus based on continues groundwater pumping of all wells is shown in **Table 5-5**.

Table 5-5
Groundwater Pumping Surplus in Normal Year Conditions

Groundwater Supply	2010 (AFY)	2015 (AFY)	2020 (AFY)	2025 (AFY)	2030 (AFY)
Groundwater Rights	26,718	28,713	30,686	33,695	36,710
Additional Groundwater Pumping ⁽¹⁾	0	209	4,338	7,086	9,481
Total Projected GW Supply	26,718	28,923	35,024	40,782	46,191
Available GW Pumping Capacity	78,877	78,877	78,877	83,715	93,391
GW Pumping Surplus	52,159	49,954	43,853	42,933	47,200

(1) Additional groundwater pumping includes recycled water recharge, leases and transfers.

5.3 PROJECTED DEMAND AND SUPPLIES – SINGLE DRY YEAR

The City has the same water supply sources available in a single dry year as in a normal dry year, however the available amount of some of the sources are adjusted. As discussed in **Section 4**, the City will participate in a cooperative conjunctive use program with Metropolitan Water District of Southern California (MWD) and other agencies. This program will become effective in year 2008. Under this program, the City will receive less imported water from MWD through WFA in years designated as a dry year based on the regional water supply situation. To compensate the reduced imported water supply, also referred to as the City's shift obligation, the City will pump additional groundwater with wells that are drilled and financed through the DYY Program. The City's shift obligation is 8,076 acre-ft/yr. The water supply mix under dry year

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conditions is presented in **Table 5-5**. As shown in this table, the imported supplies are reduced by 8,076 acre-ft/yr, while the chino basin replenishment supplies are increased by this amount.

Table 5-6
Projected Single Dry Year Water Supply

Supply Sources	2010 (AFY)	2015 (AFY)	2020 (AFY)	2025 (AFY)	2030 (AFY)
Groundwater Rights ⁽¹⁾	26,718	28,713	30,686	33,695	36,710
Additional GW Pumping ⁽²⁾	5,000	5,000	5,000	5,000	5,000
CDA-I and II	11,538	12,845	17,546	20,866	23,832
Imported Water	11,724	11,774	11,824	11,874	11,924
Recycled Water	9,449	10,511	14,022	14,825	17,278
Base Conservation	2,635	3,994	4,900	6,149	7,747
Total Supply	67,064	72,837	83,977	92,409	102,490
Groundwater Rights	100%	100%	100%	100%	100%
Additional Groundwater ⁽²⁾	100%	100%	100%	100%	100%
CDA	n/a	6135%	404%	294%	251%
Imported Water	62%	59%	59%	60%	60%
Recycled Water	119%	119%	119%	119%	119%
% of projected normal	105%	104%	103%	102%	102%

This table corresponds to DWR Table 43

(1) Groundwater rights includes the Total share of Initial OSY, the SAWC shares, and the water rights from Sunkist.

(2) Additional groundwater includes groundwater pumping for the DYY shift obligation, recycled water recharge, and Chino Basin Leases and Replenishment.

Based on historical production data for the period 1990-2003, the dry year demands are about 8.1 higher than the annual average demands. The dry year demands are also referred to as the High Year Demand in the 2005 Water Master Plan (MWH, 2005). The demands used for the single dry year are based on the high year demands. The demand of Sunkist is assumed to remain unchanged at 1,470 acre-ft/yr. The difference between the dry year demands shown in **Table 5-7** and the annual average demands listed in **Table 5-3** are not exactly 8.1 percent, because the potable demands include both the City's and Sunkist's demands.

The recycled water demands are increased with 19 percent under dry year conditions to compensate the decrease in rainfall. With an average ET of 55.1 inches and average rainfall of 15.3 inches, irrigation should be about 39.8 inches per year. Assuming that rainfall in a dry year is about 50 percent of normal rainfall, irrigation increases to about 47.5 inches, which is 19 percent higher than 39.8 inches.

The projected demands under single dry year conditions are shown in **Table 5-7**.

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Table 5-7
Projected Single Dry Year Water Demand

Demand	2010 (AFY)	2015 (AFY)	2020 (AFY)	2025 (AFY)	2030 (AFY)
Potable High Demand 1	57,615	62,327	69,955	77,584	85,212
Recycled Water	9,449	10,511	14,022	14,825	17,278
Total Demand without Conservation	67,064	72,837	83,977	92,409	102,490
Base Conservation	(2,635)	(3,994)	(4,900)	(6,149)	(7,747)
Total Demand with Conservation	64,429	68,843	79,077	86,260	94,743
% of projected normal	108%	106%	105%	104%	103%

This table corresponds to DWR Table 44

The comparison between the available water supplies and projected demands for single dry year conditions is presented in **Table 5-8**. As shown in this table, the available supplies are equal to the projected demand, which means that the City has sufficient supply to meet the demands under single dry year conditions. Similarly to the supply strategy under normal year conditions, the City has the ability to pump more water if needed by using additional wells. The groundwater supply surplus under single dry year conditions based on continues groundwater pumping of all wells is shown in **Table 5-9**.

Table 5-8
Single Dry Year Supply and Demand Comparison

	2010 (AFY)	2015 (AFY)	2020 (AFY)	2025 (AFY)	2030 (AFY)
Supply totals	67,064	72,837	83,977	92,409	102,490
Demand totals	67,064	72,837	83,977	92,409	102,490
Difference	0	0	0	0	0
Difference as % of Supply	0.0%	0.0%	0.0%	0.0%	0.0%
Difference as % of Demand	0.0%	0.0%	0.0%	0.0%	0.0%

This table corresponds to DWR Table 45

Table 5-9
Groundwater Pumping Surplus in Single Dry Year Conditions

Groundwater Supply	2010 (AFY)	2015 (AFY)	2020 (AFY)	2025 (AFY)	2030 (AFY)
Groundwater Rights	26,718	28,713	30,686	33,695	36,710
Additional Groundwater Pumping ⁽¹⁾	11,538	12,845	17,546	20,866	23,832
Total Projected GW Supply	38,256	41,559	48,231	54,561	60,541
Available GW Pumping Capacity	78,877	78,877	78,877	83,715	93,391
GW Pumping Surplus	40,621	37,318	30,646	29,154	32,849

(1) Additional groundwater pumping includes recycled water recharge, leases and transfers.

5.4 PROJECTED DEMAND AND SUPPLIES – MULTIPLE DRY YEAR

The water demands and supplies are also analyzed for the next 25 years in the event of a multiple dry year period. Multiple dry year periods consist of 3 consecutive years, rather than 4 years, as the City is only required to meet its shift obligation for 3 years as defined in the DYY Program.

The results are presented in per year for 5-year periods, compared to the 5-year intervals shown for the normal and single dry year conditions to demonstrate the effect of multiple dry years on water demands, conservation, and supplies. For each multiple dry year period, the first and last year of each 5-year period (ending in 0 and 5) are considered normal years, while the second through fourth year are selected as the dry years. An exception is the period 2005-2010, where years 2009 and 2010 are selected as the 2-year multiple dry year period, because full implementation of the DYY Program does not become effective until 2008. The water demand in the first year of a multiple dry year period is the same as a single dry year, while the demand in the second and third year are lowered with additional water conservation, corresponding to multiple dry year demand in **Appendix E**.

The City has the same water supply sources and supply amounts available in a multiple dry year as in a single dry year. The water supply mix under multiple dry year conditions for the period 2006-2010 is presented in **Table 5-10**. As shown in this table, the imported supplies in 2009 and 2010 are reduced by 8,076 acre-ft/yr, while the chino basin replenishment supplies are increased by this amount for these years.

Table 5-10
Projected Supply for a Multiple Dry Year Period ending in 2010

Supply Sources	2006 (AFY)	2007 (AFY)	2008 (AFY)	2009 (AFY)	2010 (AFY)
Climate Condition	Normal	Normal	Dry	Dry	Dry
Groundwater ⁽¹⁾	23,892	24,598	25,305	26,012	26,718
CDA-I and II	5,000	5,000	5,000	5,000	5,000
Additional Groundwater Pumping ⁽²⁾	0	0	8,743	4,626	5,776
Imported Water	14,167	15,389	11,704	11,714	11,724
Recycled Water	3,042	4,268	6,551	8,013	9,449
Active Conservation	1,199	1,558	1,917	2,276	2,635
Additional Conservation	0	0	0	5,514	5,761
Total Supply	47,299	50,813	59,220	63,154	67,064
Groundwater	100%	100%	100%	100%	100%
CDA-I and II	100%	100%	100%	100%	100%
Additional Groundwater Pumping	100%	100%	100%	100%	100%
Imported Water	80%	81%	70%	66%	62%
Recycled Water	100%	100%	119%	119%	119%
% of projected normal	103%	103%	116%	117%	117%

This table corresponds to DWR Table 46

(1) Groundwater rights includes the Total share of Initial OSY, the SAWC shares, and the water rights from Sunkist.

(2) Additional groundwater includes groundwater pumping for the DYY shift obligation, recycled water recharge, and Chino Basin Leases and Replenishment.

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Similarly to the single dry year conditions, the potable water demands for multiple dry years are increased with 8.1 percent (with the exception of Sunkist) to represent high annual demands, while recycled water demands are increased by 19 percent compared to normal year conditions. In addition to the “base water conservation” used for normal and single dry year conditions, additional water conservation equal to 10 percent of the projected high annual demand is deducted from the projected water demand in the second and third year of each multiple dry year period. The 10 percent additional water conservation is not applied to the first year of a 3-year multiple dry year period because it is unknown in the first year if a drought sustains. It is assumed that when a drought sustains, public notifications will be used effectively to reduce water consumption.

The projected demands under the period 2006-2010 with multiple dry years in 2009 and 2010 are shown in **Table 5-11**.

Table 5-11
Projected Demand for a Multiple Dry Year Period ending in 2010

Demand	2006 (AFY)	2007 (AFY)	2008 (AFY)	2009 (AFY)	2010 (AFY)
Climate Condition	Normal	Normal	Dry	Dry	Dry
Potable High Demand	0	0	52,669	55,142	57,615
Potable Normal Demand	44,257	46,545	0	0	0
Recycled Water	3,042	4,268	6,551	8,013	9,449
Total Demand without Conservation	47,299	50,813	59,220	63,154	67,064
Base Conservation	(1,199)	(1,558)	(1,917)	(2,276)	(2,635)
Additional Conservation	0	0	0	(5,514)	(5,761)
Total Demand with Conservation	46,100	49,255	57,303	55,364	58,668
% of projected normal	100%	100%	109%	100%	100%

This table corresponds to DWR Table 47

The comparison between the available water supplies and projected demands for multiple dry years in the period 2006-2010 is presented in **Table 5-12**.

Table 5-12
Supply and Demand Comparison for a Multiple Dry Year Period ending in 2010

Supply and Demand	2006 (AFY)	2007 (AFY)	2008 (AFY)	2009 (AFY)	2010 (AFY)
Climate Condition	Normal	Normal	Dry	Dry	Dry
Supply totals	47,299	50,813	59,220	63,154	67,064
Demand totals	47,299	50,813	59,220	63,154	67,064
Difference	2,276	1,972	0	0	0
Difference as % of Supply	4.7%	3.8%	0.0%	0.0%	0.0%
Difference as % of Demand	4.9%	4.0%	0.0%	0.0%	0.0%

This table corresponds to DWR Table 48

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As shown in this table, the available supplies are equal to the projected demand, which means that the City has sufficient supply to meet the demands under single dry year conditions. Similarly to the supply strategy under normal and single dry year conditions, the City has the ability to pump more water if needed by using additional wells. The groundwater supply surplus under multiple dry year conditions based on continues groundwater pumping of all wells is shown in **Table 5-13**.

Table 5-13
Groundwater Pumping Surplus in Multiple Dry Year Conditions ending in 2010

Groundwater Supply	2006 (AFY)	2007 (AFY)	2008 (AFY)	2009 (AFY)	2010 (AFY)
Climate Condition	Normal	Normal	Dry	Dry	Dry
Groundwater Rights	23,892	24,598	25,305	26,012	26,718
Additional Groundwater Pumping ⁽¹⁾	0	0	8,743	4,626	5,776
Total Projected GW Supply	23,892	24,598	34,048	30,638	32,494
Available GW Pumping Capacity	49,204	78,877	78,877	78,877	83,715
GW Pumping Surplus	25,313	54,279	44,829	48,239	51,221

(1) Additional groundwater pumping includes recycled water recharge, leases and transfers.

The projected supply, demands, and the comparison of supply and demand, and the groundwater pumping surplus for the period 2011-2015 are presented in **Table 5-14**, **Table 5-15**, **Table 5-16**, and **Table 5-17**, respectively. Years 2011 and 2015 represent normal year conditions, while years 2012 through 2014 represent the multiple dry year period. As shown in **Table 5-16**, the City has sufficient water supplies to meet the projected demands and has excess groundwater pumping capacity as shown in **Table 5-17**.

Table 5-14
Projected Supply for a Multiple Dry Year Period ending in 2015

Supply Sources	2011 (AFY)	2012 (AFY)	2013 (AFY)	2014 (AFY)	2015 (AFY)
Climate Condition	Normal	Dry	Dry	Dry	Normal
Groundwater ⁽¹⁾	27,117	27,516	27,915	28,314	28,713
CDA-I and II	5,000	5,000	5,000	5,000	5,000
Additional Groundwater Pumping ⁽²⁾	0	12,061	6,451	6,445	209
Imported Water	19,256	11,744	11,581	11,764	19,850
Recycled Water	8,378	10,501	11,015	11,528	8,816
Active Conservation	2,907	3,179	3,450	3,722	3,994
Additional Conservation	0	0	6,044	6,138	0
Total Supply	62,657	70,001	71,457	72,912	66,583
Groundwater	100%	100%	100%	100%	100%
CDA-I and II	100%	100%	100%	100%	100%
Additional Groundwater Pumping	100%	100%	100%	34983%	100%
Imported Water	100%	60%	59%	59%	100%
Recycled Water	100%	119%	119%	119%	100%
% of projected normal	105%	118%	118%	119%	106%

This table corresponds to DWR Table 49.; (1) Groundwater rights includes the Total share of Initial OSY, the SAWC shares, and the water rights from Sunkist. (2) Additional groundwater includes groundwater pumping for the DYY shift obligation, recycled water recharge, and Chino Basin Leases and Replenishment.

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Table 5-15
Projected Demand for a Multiple Dry Year Period ending in 2015

Demand	2011 (AFY)	2012 (AFY)	2013 (AFY)	2014 (AFY)	2015 (AFY)
Climate Condition	Normal	Dry	Dry	Dry	Normal
Potable High Demand	0	59,500	60,442	61,384	0
Potable Normal Demand	54,280	0	0	0	57,767
Recycled Water	8,378	10,501	11,015	11,528	8,816
Total Demand without Conservation	62,657	70,001	71,457	72,912	66,583
Base Conservation	(2,907)	(3,179)	(3,450)	(3,722)	(3,994)
Additional Conservation	0	0	(6,044)	(6,138)	0
Total Demand with Conservation	59,750	66,822	61,962	63,052	62,589
% of projected normal	100.0%	109.9%	100.2%	100.3%	100.0%

This table corresponds to DWR Table 50.

Table 5-16
Supply and Demand Comparison for a Multiple Dry Year Period ending in 2015

Supply and Demand	2011 (AFY)	2012 (AFY)	2013 (AFY)	2014 (AFY)	2015 (AFY)
Climate Condition	Normal	Dry	Dry	Dry	Normal
Supply totals	62,657	70,001	71,457	72,912	66,583
Demand totals	62,657	70,001	71,457	72,912	66,583
Difference	0	0	0	0	0
Difference as % of Supply	0.0%	0.0%	0.0%	0.0%	0.0%
Difference as % of Demand	0.0%	0.0%	0.0%	0.0%	0.0%

This table corresponds to DWR Table 51.

Table 5-17
Groundwater Pumping Surplus in Multiple Dry Year Conditions ending in 2015

Groundwater Supply	2011 (AFY)	2012 (AFY)	2013 (AFY)	2014 (AFY)	2015 (AFY)
Climate Condition	Normal	Dry	Dry	Dry	Normal
Groundwater Rights	27,117	27,516	27,915	28,314	28,713
Additional Groundwater Pumping ⁽¹⁾	0	12,061	6,451	6,445	209
Total Projected GW Supply	27,117	39,577	34,366	34,760	28,923
Available GW Pumping Capacity	49,204	78,877	78,877	78,877	83,715
GW Pumping Surplus	22,087	39,300	44,511	44,117	54,792

(1) Additional groundwater pumping includes recycled water recharge, leases and transfers.

The projected supply, demands, and the comparison of supply and demand, and the groundwater pumping surplus for the period 2016-2020 are presented in **Table 5-18**, **Table 5-19**, **Table 5-20**, and **Table 5-21**, respectively. Years 2016 and 2020 represent normal year conditions, while years 2017 through 2019 represent the multiple dry year period. As shown in **Table 5-20**, the City has sufficient water supplies to meet the projected demands and has excess groundwater pumping capacity as shown in **Table 5-21**.

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Table 5-18
Projected Supply for a Multiple Dry Year Period ending in 2020

Supply Sources	2016 (AFY)	2017 (AFY)	2018 (AFY)	2019 (AFY)	2020 (AFY)
Climate Condition	Normal	Dry	Dry	Dry	Normal
Groundwater ⁽¹⁾	29,108	29,502	29,897	30,291	30,686
CDA-I and II	5,000	5,000	5,000	5,000	5,000
Additional Groundwater Pumping ⁽²⁾	1,035	14,725	8,975	9,763	4,338
Imported Water	19,860	11,794	11,804	11,814	19,900
Recycled Water	10,259	12,420	12,609	12,798	11,761
Active Conservation	4,175	4,356	4,538	4,719	4,900
Additional Conservation	0	0	6,690	6,843	0
Total Supply	69,437	77,798	79,513	81,227	76,585
Groundwater	100%	100%	100%	100%	100%
CDA-I and II	100%	100%	100%	100%	100%
Additional Groundwater Pumping	100%	791%	334%	278%	100%
Imported Water	100%	59%	59%	59%	100%
Recycled Water	100%	119%	119%	119%	100%
% of projected normal	106%	119%	119%	120%	107%

This table corresponds to DWR Table 52

- (1) Groundwater rights includes the Total share of Initial OSY, the SAWC shares, and the water rights from Sunkist.
 (2) Additional groundwater includes groundwater pumping for the DYY shift obligation, recycled water recharge, and Chino Basin Leases and Replenishment.

Table 5-19
Projected Demand for a Multiple Dry Year Period ending in 2020

Demand	2016 (AFY)	2017 (AFY)	2018 (AFY)	2019 (AFY)	2020 (AFY)
Climate Condition	Normal	Dry	Dry	Dry	Normal
Potable High Demand	0	65,378	66,904	68,430	0
Potable Normal Demand	59,178	0	0	0	64,824
Recycled Water	10,259	12,420	12,609	12,798	11,761
Total Demand without Conservation	69,437	77,798	79,513	81,227	76,585
Base Conservation	(4,175)	(4,356)	(4,538)	(4,719)	(4,900)
Additional Conservation	0	0	(6,690)	(6,843)	0
Total Demand with Conservation	65,262	73,441	68,285	69,666	71,685
% of projected normal	100.0%	110.2%	100.4%	100.3%	100.0%

This table corresponds to DWR Table 53

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Table 5-20
Supply and Demand Comparison for a Multiple Dry Year Period ending in 2020

Supply and Demand	2016 (AFY)	2017 (AFY)	2018 (AFY)	2019 (AFY)	2020 (AFY)
Climate Condition	Normal	Dry	Dry	Dry	Normal
Supply totals	69,437	77,798	79,513	81,227	76,585
Demand totals	69,437	77,798	79,513	81,227	76,585
Difference	0	0	0	0	0
Difference as % of Supply	0.0%	0.0%	0.0%	0.0%	0.0%
Difference as % of Demand	0.0%	0.0%	0.0%	0.0%	0.0%

This table corresponds to DWR Table 54

Table 5-21
Groundwater Pumping Surplus in Multiple Dry Year Conditions ending in 2020

Groundwater Supply	2016 (AFY)	2017 (AFY)	2018 (AFY)	2019 (AFY)	2020 (AFY)
Climate Condition	Normal	Dry	Dry	Dry	Normal
Groundwater Rights	29,108	29,502	29,897	30,291	30,686
Additional Groundwater Pumping ⁽¹⁾	1,035	14,725	8,975	9,763	4,338
Total Projected GW Supply	30,143	44,228	38,872	40,054	35,024
Available GW Pumping Capacity	49,204	78,877	78,877	78,877	83,715
GW Pumping Surplus	19,061	34,649	40,005	38,823	48,691

(1) Additional groundwater pumping includes recycled water recharge, leases and transfers.

The projected supply, demands, and the comparison of supply and demand, and the groundwater pumping surplus for the period 2021-2025 are presented in **Table 5-22**, **Table 5-23**, **Table 5-24** and **Table 5-25**, respectively. Years 2021 and 2025 represent normal year conditions, while years 2022 through 2024 represent the multiple dry year period. As shown in **Table 5-24**, the City has sufficient water supplies to meet the projected demands and has excess groundwater pumping capacity as shown in **Table 5-25**.

Table 5-22
Projected Supply for a Multiple Dry Year Period ending in 2025

Supply Sources	2021 (AFY)	2022 (AFY)	2023 (AFY)	2024 (AFY)	2025 (AFY)
Climate Condition	Normal	Dry	Dry	Dry	Normal
Groundwater ⁽¹⁾	31,288	31,890	32,492	33,093	33,695
CDA-I and II	5,000	5,000	5,000	5,000	5,000
Additional Groundwater Pumping ⁽²⁾	4,888	18,874	12,084	12,596	7,086
Imported Water	19,910	11,844	11,854	11,864	19,950
Recycled Water	11,103	13,487	13,736	13,986	12,435
Active Conservation	5,150	5,400	5,649	5,899	6,149
Additional Conservation	0	0	7,453	7,606	0
Total Supply	77,338	86,493	88,269	90,045	84,316

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Table 5-22 (continued)
Projected Supply for a Multiple Dry Year Period ending in 2025

Supply Sources	2021 (AFY)	2022 (AFY)	2023 (AFY)	2024 (AFY)	2025 (AFY)
Groundwater	100%	100%	100%	100%	100%
CDA-I and II	100%	100%	100%	100%	100%
Additional Groundwater Pumping	100%	347%	202%	193%	100%
Imported Water	100%	59%	59%	59%	100%
Recycled Water	100%	119%	119%	119%	100%
% of projected normal	107%	120%	120%	120%	108%

This table corresponds to DWR Table 55.

- (1) Groundwater rights includes the Total share of Initial OSY, the SAWC shares, and the water rights from Sunkist.
 (2) Additional groundwater includes groundwater pumping for the DYY shift obligation, recycled water recharge, and Chino Basin Leases and Replenishment.

Table 5-23
Projected Demand for a Multiple Dry Year Period ending in 2025

Demand	2021 (AFY)	2022 (AFY)	2023 (AFY)	2024 (AFY)	2025 (AFY)
Climate Condition	Normal	Dry	Dry	Dry	Normal
Potable High Demand	0	73,007	74,533	76,058	0
Potable Normal Demand	66,235	0	0	0	71,881
Recycled Water	11,103	13,487	13,736	13,986	12,435
Total Demand without Conservation	77,338	86,493	88,269	90,045	84,316
Base Conservation	(5,150)	(5,400)	(5,649)	(5,899)	(6,149)
Additional Conservation	0	0	(7,453)	(7,606)	0
Total Demand with Conservation	72,188	81,094	75,166	76,540	78,167
% of projected normal	100.0%	110.2%	100.3%	100.3%	100.0%

This table corresponds to DWR Table 56

Table 5-24
Supply and Demand Comparison for a Multiple Dry Year Period ending in 2025

Supply and Demand	2021 (AFY)	2022 (AFY)	2023 (AFY)	2024 (AFY)	2025 (AFY)
Climate Condition	Normal	Dry	Dry	Dry	Normal
Supply totals	77,338	86,493	88,269	90,045	84,316
Demand totals	77,338	86,493	88,269	90,045	84,316
Difference	0	0	0	0	0
Difference as % of Supply	0.0%	0.0%	0.0%	0.0%	0.0%
Difference as % of Demand	0.0%	0.0%	0.0%	0.0%	0.0%

This table corresponds to DWR Table 57

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Table 5-25
Groundwater Pumping Surplus in Multiple Dry Year Conditions ending in 2025

Groundwater Supply	2021 (AFY)	2022 (AFY)	2023 (AFY)	2024 (AFY)	2025 (AFY)
Climate Condition	Normal	Dry	Dry	Dry	Normal
Groundwater Rights	31,288	31,890	32,492	33,093	33,695
Additional Groundwater Pumping ⁽¹⁾	4,888	18,874	12,084	12,596	7,086
Total Projected GW Supply	36,175	50,763	44,576	45,689	40,782
Available GW Pumping Capacity	49,204	78,877	78,877	78,877	83,715
GW Pumping Surplus	13,029	28,114	34,301	33,188	42,933

(1) Additional groundwater pumping includes recycled water recharge, leases and transfers.

The projected supply, demands, and the comparison of supply and demand, and the groundwater pumping surplus for the period 2026-2030 are presented in **Table 5-26**, **Table 5-27**, **Table 5-28**, and **Table 5-29**, respectively. Years 2026 and 2030 represent normal year conditions, while years 2027 through 2029 represent the multiple dry year period. As shown in **Table 5-28** the City has sufficient water supplies to meet the projected demands and has excess groundwater pumping capacity as shown in **Table 5-29**.

Table 5-26
Projected Supply for a Multiple Dry Year Period ending in 2030

Supply Sources	2026 (AFY)	2027 (AFY)	2028 (AFY)	2029 (AFY)	2030 (AFY)
Climate Condition	Normal	Dry	Dry	Dry	Normal
Groundwater ⁽¹⁾	34,298	34,901	35,504	36,107	36,710
CDA-I and II	5,000	5,000	5,000	5,000	5,000
Additional Groundwater Pumping ⁽²⁾	7,565	22,052	14,429	14,870	9,481
Imported Water	19,960	11,894	11,904	11,914	20,000
Recycled Water	12,430	15,401	15,984	16,566	14,492
Active Conservation	6,469	6,788	7,108	7,427	7,747
Additional Conservation	0	0	8,216	8,369	0
Total Supply	85,722	96,037	98,145	100,253	93,430
Groundwater	100%	100%	100%	100%	100%
CDA-I and II	100%	100%	100%	100%	100%
Additional Groundwater Pumping	100%	274%	169%	165%	100%
Imported Water	100%	60%	60%	60%	100%
Recycled Water	100%	119%	119%	119%	100%
% of projected normal	108%	121%	121%	121%	109%

(1) Groundwater rights includes the Total share of Initial OSY, the SAWC shares, and the water rights from Sunkist.

(1) Additional groundwater includes groundwater pumping for the DYY shift obligation, recycled water recharge, and Chino Basin Leases and Replenishment.

Table 5-27
Projected Demand for a Multiple Dry Year Period ending in 2030

Demand	2026 (AFY)	2027 (AFY)	2028 (AFY)	2029 (AFY)	2030 (AFY)
Climate Condition	Normal	Dry	Dry	Dry	Normal
Potable High Demand	0	80,635	82,161	83,687	0
Potable Normal Demand	73,292	0	0	0	78,938
Recycled Water	12,430	15,401	15,984	16,566	14,492
Total Demand without Conservation	85,722	96,037	98,145	100,253	93,430
Base Conservation	(6,469)	(6,788)	(7,108)	(7,427)	(7,747)
Additional Conservation	0	0	(8,216)	(8,369)	0
Total Demand with Conservation	79,253	89,248	82,821	84,457	85,683
% of projected normal	100.0%	110.4%	100.5%	100.6%	100.0%

Table 5-28
Supply and Demand Comparison for a Multiple Dry Year Period ending in 2030

Supply and Demand	2026 (AFY)	2027 (AFY)	2028 (AFY)	2029 (AFY)	2030 (AFY)
Climate Condition	Normal	Dry	Dry	Dry	Normal
Supply totals	85,722	96,037	98,145	100,253	93,430
Demand totals	85,722	96,037	98,145	100,253	93,430
Difference	0	0	0	0	0
Difference as % of Supply	0.0%	0.0%	0.0%	0.0%	0.0%
Difference as % of Demand	0.0%	0.0%	0.0%	0.0%	0.0%

Table 5-29
Groundwater Pumping Surplus in Multiple Dry Year Conditions ending in 2030

Groundwater Supply	2026 (AFY)	2027 (AFY)	2028 (AFY)	2029 (AFY)	2030 (AFY)
Climate Condition	Normal	Dry	Dry	Dry	Normal
Groundwater Rights	34,298	34,901	35,504	36,107	36,710
Additional Groundwater Pumping ⁽¹⁾	7,565	22,052	14,429	14,870	9,481
Total Projected GW Supply	41,863	56,953	49,933	50,977	46,191
Available GW Pumping Capacity	49,204	78,877	78,877	78,877	83,715
GW Pumping Surplus	7,341	21,924	28,944	27,900	37,524

(1) Additional groundwater pumping includes recycled water recharge, leases and transfers.

5.5 INTER-AGENCY CONNECTIONS

The City's water system is connected with neighboring cities and water utilities through five inter-agency connections. Only one of the five inter-agency connections can provide water supply to the City of Ontario, while four locations can provide water from Ontario to the adjacent water agencies. In 2006, the City will obtain water from CDA through three additional connections which will provide water to the City at a continuous rate. The 2005 Water Master Plan (MWH, 2005) includes recommendations for five additional inter-agency connections that would be used in emergencies only. These connections will increase the City's supply reliability and are summarized in **Table 5-30**.

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Table 5-30
Existing and Proposed Inter-Agency Connections

ID	General Location	From		To	
		Agency	Zone	Agency	Zone
Existing Connections					
WFA	Benson Ave. & 18 th St.	WFA	1618'	Ontario	1348' and
CVWD-1	Sixth St. & Corona Ave.	Ontario	1348'	CVWD	1190' or
CVWD-2	Sixth St. & Vineyard Ave.	Ontario	1348'	CVWD	1190'
CVWD-3	Milliken Ave. & 6 th St.	CVWD	1310'	Ontario	1212'
Chino-1	Benson Avenue/State St.	Ontario ⁽³⁾	1212'	Chino	980'
Upland-1	Campus Ave./Richland St.	Ontario	1348'	Upland	unknown
Future Connections					
CDA-1	Archibald & Schaefer Ave.	CDA-1	Unknown	Ontario	1212'
JCSD-1/ CDA2-1	Milliken Ave. and Philadelphia St.	JCSD/CDA-2	1110'	Ontario	1212'
JCSD-2/ CDA2-2	Milliken Ave. & Galena St.	JCSD/CDA-2	1110'	Ontario	925'
JCSD-3	Along Bellgrave Ave.	Ontario	925'	JSCD	870'
Chino-2	Euclid Ave & Chino Ave.	Chino	980'	Ontario	925'
MVWC-1	Benson Ave & San Bernardino Ave.	Ontario	1212'	MVWD	1207'
		MVWD	1355'	Ontario	1348'
Upland-2	Reservoir 1348' (1-3)	Upland	Unknown	Ontario	1348'
FWC-1	Etiwanda Ave. & Airport Dr.	Fontana	1280'	Ontario	1212'

Section 6

Water Shortage Contingency Plan

The City of Ontario (City) has prepared and adopted a number of plans that address water shortages including the Emergency Response Plan (Boyle, 2003) and the Emergency Water Conservation Chapter of the Municipal Code (Ontario, 1999). This section provides a summary of these plans and presents actions to be undertaken to respond to water shortages in compliance with the Urban Water Management Plan (UWMP) Act (CC 10610). The Act requires every urban water supplier to file a plan, because of the worsening 1986-1992 drought. The Act is included in **Appendix B** and summarized below.

6.1 URBAN WATER MANAGEMENT PLAN ACT

In summary, Section 10632 of the UWMP Act requires that each urban water supplier provides an urban water shortage contingency analysis that includes each of the following elements, where applicable:

- A definition of stages of water supply conditions and the associated actions to be undertaken during each stage, including up to a 50 percent reduction in water supply. 10632 (a).
- Estimates the minimum water supply available at the end of 1, 2 and 3 years. 10632 (b)
- Actions to be undertaken to prepare for, and implement during, a catastrophic interruption of water supplies. 10632 (c)
- Mandatory prohibitions against specific water use during water shortages. 10632 (d)
- Consumption reductions to achieve up to a 50 percent reduction in water supply. 10632 (e)
- Penalties or charges for excessive use. 10632 (f)
- An analysis of the impacts on revenues and expenditures of each of the actions and conditions described in subdivisions (a) to (f)., 10632 (g)
- A draft water shortage contingency resolution or ordinance. 10632 (h)
- A mechanism for determining actual reductions in water use. 10632 (i)

6.2 MINIMUM SUPPLY AND DEMANDS DURING WATER SHORTAGES

Section 10632 (b) defines the minimum water supply as the supply available during each of the next three water years based on the driest three-year historic sequence for the City's water supply. The lowest 3-year supply occurred in the period 1991 through 1993, which partially overlaps with the 1986-1992 drought. However, the supply in this period is not driven by supply availability but by water demands. The City could have pumped more groundwater or imported more water from WFA in these years if needed. Therefore, the minimum supply in this UWMP is not based on historical data but on the assumption that the City's imported water supply would be cut back by 50 percent. The three-year minimum water supplies are compared with the normal year demands for the period 2005 through 2008 in **Table 6-1**

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Table 6-1
Three-Year Minimum Water Supply

Year	Minimum Supply (acre-ft/yr)	Normal Year Demand (acre-ft/yr)	Supply Deficit ⁽¹⁾ (acre-ft/yr)	Additional GW Pumping Capacity (acre-ft/yr)	Supply Surplus ⁽²⁾ (acre-ft/yr)
Year 1 (2005)	29,629	43,572	13,943	27,366	13,423
Year 2 (2006)	34,564	44,797	10,233	57,103	46,870
Year 3 (2007)	37,764	48,119	10,356	55,130	44,775

This table corresponds to DWR Table 24.

(1) Without groundwater pumping limited to the City's water rights.

(2) With additional groundwater pumping beyond City's water rights (limited by available firm groundwater pumping capacity).

The minimum supplies and demands listed in **Table 6-1** are based on the following assumptions:

- Imported water is reduced to 50 percent (4,749 acre-ft/yr) of the historical purchases in the period 1990-2003 (9,494 acre-ft/yr).
- Groundwater supply is limited to the City's water rights and transfer water rights from San Antonio Water Company (SAWC) and Sunkist.
- Leases and replenishment of groundwater are not included.
- Water from the Chino Basin Desalter Authority (CDA) is included for 2006 and 2007.
- Recycled water supplies are assumed to be equal to the projected recycled water demands.
- The base amount of water conservation per the goals set forth in Inland Empire Utilities Agency (IEUA) 2005 UWMP are included. Additional water conservation, as used for multiple dry year scenarios discussed in **Section 5**, are not included.

As shown in **Table 6-1**, the City needs to purchase additional groundwater beyond its water rights to meet its demands. As the Chino Basin judgement does not limit the City's groundwater supplies to its water rights, the City can pump additional groundwater in exchange for a groundwater replenishment fee to the Chino Basin Watermaster. The only limitation to the supply is the available groundwater pumping capacity, which is demonstrated to be sufficient in **Table 6-1** and under all scenarios presented in **Section 5**.

6.3 WATER SHORTAGE STAGES

On March 19th of 1999, the City adopted Ordinance No. 2500, adding Chapter 8A "*Emergency Water Conservation*" to Title 6 of the Ontario Municipal Code (Ontario, 1999). This ordinance established a phased approach to water conservation enforcement that consists of three mandatory water shortage phases, Phase 1 through Phase 3 that increase in severity of water shortage. These water supply shortage stages and the associated conditions are summarized in **Table 6-2**.

As shown in **Table 6-2**, a voluntary stage, Phase 0, has been added. The benefit of a voluntary stage is that the City can maintain its normal operations and it gives customers a chance to voluntarily conserve water compliance to comply to mandatory regulations is enforced. Based on the customers response to Phase 0, City Council can determine that it is necessary to implement Phase 1 to protect the public welfare and safety. Prior to the implementation of each mandatory phase, the City Council shall hold a public hearing for the purpose of determining

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whether a shortage exists and which measures should be implemented. The public shall be informed of the public hearing at least 10 days prior before the hearing, and City Council shall notify the public of its determination by public proclamations.

Table 6-2
Water Supply Shortage Stages and Conditions

Stage No.	Water Supply Conditions	Shortage (percent)
0	Voluntary	0-10 %
1	Mandatory	0-10 %
2	Mandatory	11-20%
3	Mandatory	20-50%

This table corresponds to DWR Table 23.

6.3.1 Water Use Restrictions

The water use restrictions for each Phase are listed in **Table 6-3**. The voluntary water use restrictions selected of Phase 0 are the same as the mandatory water use restrictions of Phase 1.

Table 6-3
Mandatory Prohibitions and Stage

Examples of Prohibitions	Phase			
	0	1	2	3
Hose washing of outdoor paved surfaces, except for sanitary purposes	X	X	X	X
Washing of vehicles or mobile equipment, except at a commercial car wash or with reclaimed water.	X	X	X	X
Filling of decorative fountains, ponds or lakes.	X	X	X	X
Supply of water at a commercial venue unless requested by customer.	X	X	X	X
Not repairing leaks promptly.	X	X	X	X
Allowing water to leave a customer's property by drainage onto adjacent property due to excessive irrigation.	X	X	X	X
Lawn watering or irrigation during daylight.			X	X
Use of hand-held hose without automatic shut-off nozzle			X	X
Use of potable water for commercial street cleaning			X	X
Residential car washing			X	X
No residential outdoor watering at any time except by bucket.				X

In addition to the water use restrictions listed in **Table 6-3**, the Emergency Water Conservation Chapter (Ontario, 1999) defines that no water customer of the City shall make, cause, use or permit the use of water from the City for any purpose in an amount in excess of 85 percent for Phase 2 and 80 percent for Phase 3 of the amount used on the customer's premises during the corresponding billing period during the prior calendar year.

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Failure to comply with the mandatory phases 1-3 can lead to the fines as listed in **Table 6-4**.

Table 6-4
Penalties and Charges

Violation description	Violation number ⁽¹⁾	Penalty
Conservation Actions	First violation	The City issues a written notice of a first violation to the water customer.
	Second violations	The City imposes a surcharge in an amount of fifty dollars (\$50.00) added to the water customer's water bill.
	Third violation	The City imposes a surcharge in an amount of one hundred dollars (\$100.00) added to the water customer's water bill.
	Fourth violation	The City imposes a surcharge in an amount of one hundred fifty dollars (\$150.00) added to the customer's water bill. And Install a flow restrictive device and charge the customer for the installation and disassembly.
Conservation Quantity		Pay a surcharge in an amount equal to one hundred percent (100%) of the portions of the water bill that exceeds the respective percentages set in those two subsections.

(1) Violations within one water shortage emergency

In addition to the water use restrictions listed in **Table 6-3**, the City could also add additional consumption reduction methods. Examples are presented in **Table 6-5**.

6.4 CATASTROPHE

Section 10632 (c) of the UWMP requires the definition of actions to be undertaken to prepare for, and implement during, a catastrophic interruption of water supplies. Catastrophic events include non-drought events such as earthquakes. With three of Southern California's imported water supplies (State Water Project, Colorado River Aqueduct, and the Los Angeles Aqueduct) all crossing the San Andreas Fault, it is likely that one or more of these supplies will be disrupted in the event of a major earthquake. It is estimated that restoring service to any of these facilities following a catastrophic outage could take up to six months, which could reduce annual imported water deliveries by roughly 50 percent.

Planning for catastrophes has been addressed in multiple documents that can be differentiated based on the level of detail specifically related to the City. These levels are:

- Southern California Region – MWD's Water Surplus and Drought Management Plan
- Inland Empire Region – IEUA's Emergency Response Plan
- City of Ontario – Ontario's Emergency Response Plan

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Table 6-5
Other Consumption Reduction Methods

Consumption Reduction Method	Phase When Method Takes Effect	Projected Reduction (percent)
Coordinate with other agencies to issue press notification to the media	0	Unknown
Notify customers of need for additional conservation	0	
Ask large irrigation customers to reduce water usage	0	
Ask customers to reduce irrigation	0	
Reduce or suspend deliveries to neighboring water agencies	1	Unknown
Establish reduction targets for commercial landscape accounts	1	
Enforce water conservation and use restrictions	1	
Consider reassigning personnel to enforce water use regulations	2	Unknown
Require Agricultural Water Program customers to reduce usage up to 30 %	2	
Mandating water budgets for large landscape accounts	2	
Consider mandating water budgets for all customers	2	
Suspend all water use from temporary meters.	2	
Restrict filling of swimming pools, ponds or lakes	3	Unknown
Suspend all water use from temporary meters.	3	

MWD has developed a Water Surplus and Drought Management Plan (WSDM) to address water surplus and shortage scenarios and achieve the reliability goals of the Integrated Resources Plan (IRP). Substantial investments are made in emergency storage projects and water conservation measures to adapt to water supply catastrophes. And the unplanned 7-day shutdown of the Rialto Feeder in June 2004 demonstrated that customers respond well to the request to reduce water use. For example, the customers of Cucamonga Valley Water District (CVWD) reduced their overall water use by 60 percent during the week of repairs. Based on the ongoing projects, detailed analysis, and successful customers response during previous imported water supply interruptions, MWD expects to be 100 percent reliable for all non-discounted non-interruptible demands throughout the next ten years (MWD, 2005).

The IEUA updated its 1996 Emergency Response Plan in 2000. According to this plan, IEUA expects to meet emergency demands within the region through extraordinary water conservation and groundwater pumping measures. Multiple sources of power exist within the region, making any electrical shortages a temporary disruption (IEUA, 2005).

The City's Department of Public Works has prepared an Emergency Response Plan (Boyle, 2003) that defines disaster events and the actions to be taken by City staff to respond to these. The water supply related disasters are:

- Threat or actual intentional contamination of the water system
- Threat of contamination at a major event
- Notification from Health Department Officials of potential water contamination
- Intrusion through the Supervisory Control and Data Acquisition system
- Significant structural damage resulting from an intentional act

A model response to any of these events is described in the City's ERP including, but not limited to, details of the organization and responsibilities, contact phone numbers, training requirements,

Section 6 – Water Shortage Contingency Plan

and public notification samples. It should be noted that many of these disasters are water quality related. Hence, the ERP list the water quality constituents that are monitored.

In addition to the City's ERP, the impact of a number of catastrophic events on the City's ability to meet its water demands has been evaluated in the Water and Recycled Water Master Plan (MWH, 2005). The water supply balance per pressure zone under various emergency scenarios through year 2030 are presented and the necessary system improvements are included in the proposed Capital Improvement Program.

Actions that are included in the City's ERP are listed in **Table 6-6**. Overall it can be concluded that the City has prepared the appropriate documentation and planning documents to be prepared for a catastrophe. It is recommended that the City defines the different water shortage stages in terms of total supply available to provide a quantitative measure for declaring a certain water shortage stage and implement the associated water use restrictions.

Table 6-6
Preparation Actions for a Catastrophe

Actions	Included in ERP ⁽¹⁾
Quantify the definition of each phase of water shortage.	no
Stretch existing water storage.	yes
Obtain additional water supplies.	yes
Develop alternative water supplies.	yes
Determine where the funding will come from.	no
Contact and coordinate with other agencies.	yes
Create and Emergency Response Team /Coordinator.	yes
Create a catastrophe preparedness plan.	yes
Put employees/contractors on-call.	yes
Develop methods to communicate with the public.	yes
Develop methods to prepare for water quality interruptions.	yes
Reassess the Emergency Response Plan each year.	yes

(1) ERP = Emergency Response Plan (Boyle, 2003)

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6.5 REVENUES AND EXPENDITURES

The impact of each of the phases of water reduction on the City's revenue and cost are estimated and presented in **Table 6-7**.

Table 6-7
Estimated Revenue Impacts at Various Demand Reduction Levels

Description	Baseline Year 2005	Phase 1 (10 percent reduction)	Phase 2 (20 percent reduction)	Phase 3 (50 percent reduction)
Projected Demand (acre-ft/yr)	42,583	38,325	34,066	21,291
Revenue from Sales	\$22,258,897	\$20,033,007	\$17,807,117	\$11,129,448
Groundwater	\$3,462,605	\$3,462,605	\$3,462,605	\$3,199,910
Groundwater L&R	\$845,346	\$2,771,783	\$3,004,680	\$0
Imported Water	\$9,104,750	\$4,552,375	\$2,276,188	\$1,138,094
Water Supply Cost	\$13,412,701	\$10,786,763	\$8,743,473	\$4,338,004
Revenue minus Supply Cost	\$8,846,196	\$9,246,244	\$9,063,645	\$6,791,445
Difference Compared to Baseline	\$0	\$400,048	\$217,449	-\$2,054,751
Difference with Baseline Revenue		2%	1%	-9%

The following assumptions have been made for these estimates listed in **Table 6-7**:

- The revenue estimates are based on the average potable water volume community charge of the baseline charge (0-15 hundred cubic feet) of \$1.14/HCF and the second tier charge (> 15 HCF) of \$1.26/HCF. The average volume community charge is \$1.20/HCF.
- The first reduction in supply is based on a 50 percent cutback of WFA water
- The reduction of supply is compensated with additional groundwater pumping above the City's water rights
- For the 50 percent supply scenario, groundwater pumping is reduced such that the demands are met with 50 percent imported water supplies and groundwater pumping within the City's water rights.
- The unit cost of WFA water is \$461/acre-ft.
- The unit cost of groundwater leases and replenishment is \$343/acre-ft.
- The unit cost of groundwater within the City's water rights is \$170/acre-ft.
- No reduction in operations and maintenance cost, as payroll for operational staff during a temporary catastrophe is expected to remain the same.
- The duration of the shortage is based on the average over one year.

As shown in **Table 6-7**, the reduction in water revenue is slightly less than the reduction in water supply cost for Phase 1 and 2 due to an increased use of lower cost water supply sources (groundwater). This results in a positive financial impact of approximately \$200,000-\$400,000, if the shortage would sustain for a full year. In Phase 3, the only source of supply is groundwater, which is the City's lowest cost source. However, due to the drastic demand reduction, the revenue is reduced more than the water supply cost, resulting in the need for additional funds of about \$2 million.

Section 6 – Water Shortage Contingency Plan

Although it can be concluded that the net impact on revenue and expenditures is relatively small (two to nine percent of the normal demand year revenues) several measures could be taken to generate additional funds to absorb the negative financial impact of a severe water shortage. Examples of such measures are listed in **Table 6-8**.

Table 6-8
Proposed Measures to Overcome Revenue and Expenditure Impacts

Proposed Measure	Summary of Impacts
Rate Adjustment	<ul style="list-style-type: none">• Increased savings to General Fund• In normal years, the City would receive more money that required for normal operations (increased profit).• Water customers resistance
Development of Reserves	<ul style="list-style-type: none">• Increased savings to General Fund• Decreased availability for O&M or Capital Fund
Decrease Capital Expenditure	<ul style="list-style-type: none">• Increased savings to General Fund• Delay of system rehabilitation• Decrease in quality of future system facilities
Decrease of O&M Expenditure	<ul style="list-style-type: none">• Increased savings to General Fund• Less staff available to respond to emergencies• Reduced maintenance frequency of system facilities

This table corresponds with DWR Tables 29 and 30

6.6 WATER USE MONITORING MECHANISMS

The water use monitoring mechanisms that the City has implemented to date are summarized in **Table 6-9**.

Table 6-9
Water Use Monitoring Mechanisms

Mechanisms to Determine Water Use Reductions	Benefits
Water Meter Readings	Monthly records can help detect leaking service laterals
Remote Metering Program	Increased efficiency in meter readings and detection of leaking service laterals
Residential Meter Replacement Program (every 15 years)	Accurate readings and revenue collection
Large Meter Replacement Program (every 5-10 years)	Accurate readings and revenue collection
Inter-Agency Connection readings	Accurate readings and revenue collection
Water Quality Reports	Detect standing water
Valve Exercising Program	Avoid leaking valves
Daily Production Recording (Groundwater wells, WFA, CDA, and inter-agency connections)	Determine monthly or annual system losses on a when compared with billing records.

This table corresponds with DWR Tables 31

Section 7

Implementation Plan

The process for adopting this 2005 Urban Water Management Plan (UWMP) and submitting it to the California Department of Water Resources (DWR) is outlined in the California Water Code Sections 10640 through 10645. The City of Ontario (City) is required to review any amendments to the conservation and water recycling plans that were adopted as part of the Inland Empire Utilities Agency (IEUA) 2000 UWMP (IEUA, 2000).

7.1 ADOPTION PROCESS

This UWMP is prepared in accordance with the State of California Water Code Section 10610 through 10657 and has followed DWR's *Guideline to Assist Water Suppliers in the Preparation of a 2005 Urban Water Management Plan* (DWR, 2005). The Draft UWMP was submitted for review by the City's in October 2005. Comments were incorporated in a Final Draft UWMP.

According to Water Code 10620 (d), each urban water supplier shall coordinate the preparation of its plan with other appropriate agencies in the area, including other water suppliers that share a common source, water management agencies, and relevant public agencies, to the extent practicable. The city is a member agency of the IEUA, Water Facilities Authority (WFA), Chino Desalter Authority (CDA), and the Chino Basin Watermaster (CBWM). The City coordinated the preparation of this Plan with these four regional agencies. In addition, the City has seven neighboring water retail agencies, City of Chino, City of Upland, Fontana Water Company (FWC), Jurupa Community Services District (JCSA), Monte Vista Water District (MVWD), Cucamonga Valley Water District (CVWD) and San Antonio Water Company (SAWC). The actions the City has taken to coordinate the preparation of this UWMP with these agencies is summarized in **Table 1-1**. The Final Draft UWMP was submitted to the City's neighboring water agencies, and wholesale agencies listed in this table were contacted per telephone or by e-mail during the preparation of the Draft UWMP. The UWMP reports prepared by the wholesale agencies were used, where available.

A public hearing process was announced to all water agencies and the general public through newspaper advertisement and City's homepage (Ontario, 2005b). The public hearing on December 20 was preceded by a 14-day review period. The review of the Review Draft UWMP by neighboring water agencies coincides with the public hearing period. No comments were received.

The 2005 UWMP was formally adopted on December 20, 2005 and submitted to the DWR on December 29, 2005, accordance with State Law. The adoption resolution is included in **Appendix F**.

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7.2 IMPLEMENTATION PLAN

As presented in section 2.1, the population of the City is projected to increase from 168,950 (year 2004) to about 305,500 residents in year 2030. This population increase, which will primarily occur in the newly annexed area south of the City, the New Model Colony (NMC), will result in a substantial increase in water demand. The projected water demands for the period 2005 through 2030 in five year increments are listed in **Table 7-1** and is graphically presented in **Figure 7-1**. The total water use is the summation of the projected potable water demands, projected recycled water demands, sales to other agencies, water loss, and water conservation.

It should be noted that these projected water demands are based on an aggressive approach for both water conservation and recycled water use. The implementation of these plans is required to minimize the increase of potable water demands and the associated need for and dependence of imported water supplies

Table 7-1
Projected Water Use through 2030

Water Use	2010 (AFY)	2015 (AFY)	2020 (AFY)	2025 (AFY)	2030 (AFY)
Consumption	48,091	52,127	58,661	65,195	71,730
Recycled Water	7,926	8,816	11,761	12,435	14,492
Sunkist	1,470	1,470	1,470	1,470	1,470
Water Loss	3,847	4,170	4,693	5,216	5,738
Total w/o Conservation	61,334	66,583	76,585	84,316	93,430
Water Conservation	-2,635	-3,994	-4,900	-6,149	-7,747
Total with Conservation	58,699	62,589	71,685	78,167	85,683

This table corresponds to DWR Table 14.

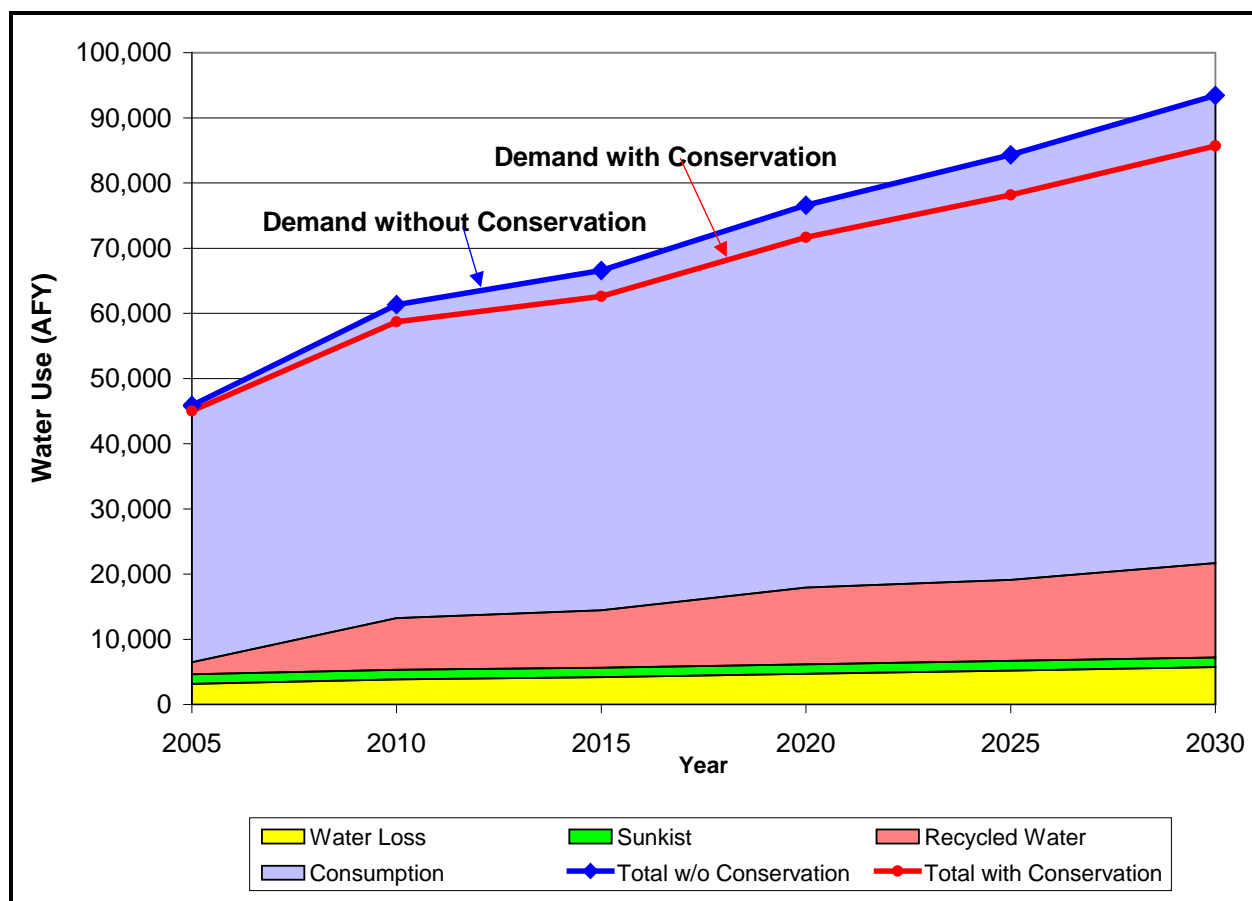
7.2.1 Water Conservation Plan

The primary focus of the City's water conservation efforts in the implementation of the Best Management Practices (BMPs) as discussed in detail in **Section 3**. As a signatory to the *Memorandum of Understanding regarding water conservation in California* (MOU), the City is a member of the California Urban Water Conservation Council (CUWCC). The City has provided the CUWCC with bi-annual reports to update its progress on the implementation of BMPs since fiscal year (FY) 2002/2003. These reports are included in **Appendix C**.

Based on the 2004 Activity Reports submitted to CUWCC, the water conservation amount achieved through active programs by the end of the fiscal year (FY) 2005 is estimated to be around 177 acre-feet per year (AFY). This is significantly less than the 2005 water conservation goals of 3,000 and 840 AFY set for the City in the 2000 UWMP (IEUA, 2000) and 2005 UWMP (IEUA, 2005), respectively.

To get the City back on track to meet the active water conservation goal of 1,800 AFY by 2010, a detailed BMP implementation schedule for the period 2005-2010 is prepared as part of this UWMP.

Figure 7-1
Projected Water Use through 2030



This schedule (see **Table 3-5**) will increase the City’s active water conservation from an estimated 177 AFY to 1,800 AFY in year 2010 as shown on **Figure 3-1**. The main increase in water conservation will be achieved by implementation large landscaping metering programs (BMP 5). Other BMPs include plumbing retrofits of residential homes (BMP 2), rebates for residential High Efficiency Clothes Washers (HECW) and swimming pool covers (BMP 6), and Ultra Low Flush (ULF) toilets (BMP 9 and 14).

In addition to active water conservation programs, passive water conservation will happen automatically due to changes in the plumbing code and the available appliances. Passive conservation is also referred to as “Code Based water conservation”. By year 2010, passive water conservation is estimated to account for nearly 3,900 AFY, which is about 68 percent of the combined water conservation goal for year 2010 ($1,800 + 3,900 = 5,700$ AFY).

7.2.2 Recycled Water Plan

The City has recently prepared a *Water and Recycled Water Master Plan* (WMP) (MWH, 2005) that identifies the City’s potential to serve recycled water to existing and future customers. This WMP includes an aggressive approach to increase the use of recycled water in the City.

Section 7 – Implementation Plan

The recycled water system expansion of recycled water system in the Old Model Colony (OMC) includes 32 miles of new recycled water pipelines will connect to existing and proposed regional recycled water pipeline of IEUA. The recycled water demand served through these extensions is estimated to be about 4,325 AFY, which will increase the existing recycled water demand in the NMC of 1,229 AFY to about 5,554 AFY (350 percent increase).

In addition, the water system of the New Model Colony (NMC) is based on intensive use of recycled water with an estimated recycled water demand of 8,938 AFY, which is about 20 percent of the total NMC demand. The backbone recycled water system for the NMC is 52 miles, which does not include the mains for the small service streets.

The City also plans to temporarily serve about 3,300 AFY of recycled water to the existing agricultural customers in the NMC until development occurs by accelerating certain future planned recycled water pipelines.

7.2.3 Water Supply Strategy

The existing and proposed water supply sources of the City are:

- Chino Basin groundwater wells owned and operated by the City
- Chino Basin Groundwater from San Antonio Water Company (SAWC)
- Imported water from the Water Facilities Authority (WFA)
- Recycled water from the IEUA
- Treated Chino Basin groundwater from the Chino Basin Desalter Authority (CDA).
- Chino Basin groundwater wells that are part of the Dry Year Yield (DYY) Program

These sources are described in detail in **Section 4**. All sources are used under normal year, single dry year, and multiple dry year conditions. However, the amount of imported and leased groundwater water used from each source varies depending on the demand conditions. Leased groundwater is water pumped from the Chino Basin beyond the City's water rights (including transfers), which is subject to a replenishment fee. Supplies that are the same under all scenarios are:

- Groundwater pumping is maximized for all scenarios up to the City's water rights, as this is the cheapest source of supply. This groundwater amount will be increased over time as the groundwater rights gradually increase from 19,603 AFY in 2005 to 30,828 AFY in 2030 due to land use conversion.
- Starting in 2006, the City will obtain a constant delivery of 5,000 AFY from CDA under all demand scenarios.
- The recycled water supply is set equal to the projected demands, as IEUA has sufficient recycled water available to meet the projected demands (MWH, 2005a).

Under normal year conditions, about 30 percent of the water demands are met with imported water from WFA with a total supply of 20,000 AFY, which is 8,000 AFY less than the City's allotment in the treatment plant capacity. Under the single dry year and multiple dry year scenarios, the amount of imported water from WFA is reduced by the shift obligation amount of

8,076 AFY to be in compliance with the DYY agreement. This amount is pumped from the DYY wells. The amount of leased groundwater is adjusted to meet the demands. The water supply mix and reliability is evaluated for all three scenarios for the period 2005-2030 in **Section 5**. It can be concluded that the City has sufficient water supply to meet its demand through year 2030, provided that the City can pump the projected amounts from the Chino Basin. As the Chino Basin Judgment does not limit the pumping and the City obtain pumping capacity beyond its water rights in exchange for a replenishment fee.

The comparison between the available water supplies and projected demands for multiple dry years in the period 2006-2010 is presented in **Table 5-10**. As shown in this table, the available supplies are equal to the projected demand, which means that the City has sufficient supply to meet the demands under normal, single dry year and multiple dry conditions. The City's groundwater supply is only limited by its pumping capacity, rather than by its water rights, as the Chino Basin judgement not limit pumping in excess to the assigned water rights because IEUA can recharge the basin through spreading basins in exchange for a replenishment fee. As shown in **Section 5**, the City has sufficient groundwater pumping capacity to provide a reliable water supply for the City through year 2030.

7.2.4 Water Shortage Contingency Plan

On March 19th of 1999, the City adopted Ordinance No. 2500, adding Chapter 8A “*Emergency Water Conservation*” to Title 6 of the Ontario Municipal Code (Ontario, 1999). This ordinance established a phased approach to water conservation enforcement that consists of three mandatory water shortage phases, Phase 1 through Phase 3 that increase in severity of water shortage. This UWMP introduced a “Phase 0”, which consists of the same water use prohibitions, with the exception that these are voluntary under Phase 0 and mandatory under Phase 1. The water use restrictions for each Phase are listed in **Table 6-3**, while the associated penalties and charges are listed in **Table 6-4**.

Section 6 also includes a discussion on the actions to be undertaken to prepare for, and implement during, a catastrophic interruption of water supplies. Catastrophic events include non-drought events such as earthquakes. Planning for catastrophes has been addressed in multiple documents that can be differentiated based on the level of detail specifically related to the City. These levels are:

- Southern California Region – MWD’s Water Surplus and Drought Management Plan
- Inland Empire Region – IEUA’s Emergency Response Plan (ERP)
- City of Ontario – Ontario’s ERP

Actions that are included in the City’s ERP are listed in **Table 6-6**. Overall it can be concluded that the City has prepared the appropriate documentation and planning documents to be prepared for a catastrophe. It is recommended that the City defines the different water shortage stages in terms of total supply available to provide a quantitative measure for declaring a certain water shortage stage and implement the associated water use restrictions.

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7.3 CONCLUSION

This UWMP is based upon an aggressive water conservation approach to meet the 2010 water conservation goals and include significant extensions of a recycled water in the next five years to increase the use of recycled water to reduce the use of limited potable water supplies where possible. The City has sufficient water supplies to meet its projected demands under normal, dry year, and multiple dry year scenarios with a combination of imported water and Chino Basin groundwater. This UWMP should be updated before December 2010 to be in compliance with the UMWP Act.

Appendix A

References

The following is a bibliography list of sources used in developing this report:

- (Boyle, 2003) Boyle Engineering, *Emergency Response Plan* – Prepared for the City of Ontario, September 2003.
- (CBWM, 2004) Chino Basin Water Master, *Annual Assessment Package*, 2004.
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<http://www.cimis.water.ca.gov/cimis/frontStationDetailInfo.do?stationId=82&src=info> Goto Eto Zone Maps. Zone 9. 10/11/2005
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- (IEUA, 2005b) IEUA, *Pool Cover Rebate Program Water Conservation Savings* – Listed per Water Purveyor Agency for Fiscal Years 2002-2003, 2004-2004, and 2004-2005. Updated as of August 5, 2005.

Appendix A- References

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Appendix B

Urban Water Management Plan Act

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Established: AB 797, Klehs, 1983

Amended: AB 2661, Klehs, 1990

AB 11X, Filante, 1991

AB 1869, Speier, 1991

AB 892, Frazee, 1993

SB 1017, McCorquodale, 1994

AB 2853, Cortese, 1994

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SB 1011, Polanco, 1995

AB 2552, Bates, 2000

SB 553, Kelley, 2000

SB 610, Costa, 2001

AB 901, Daucher, 2001

SB 672, Machado, 2001

SB 1348, Brulte, 2002

SB 1384, Costa, 2002

SB 1518, Torlakson, 2002

AB 105, Wiggins, 2004

SB 318, Alpert, 2004

CALIFORNIA WATER CODE DIVISION 6 PART 2.6. URBAN WATER MANAGEMENT PLANNING

CHAPTER 1. GENERAL DECLARATION AND POLICY

10610. This part shall be known and may be cited as the "Urban Water Management Planning Act."

10610.2. (a) The Legislature finds and declares all of the following:

- (1) The waters of the state are a limited and renewable resource subject to ever-increasing demands.
- (2) The conservation and efficient use of urban water supplies are of statewide concern; however, the planning for that use and the implementation of those plans can best be accomplished at the local level.
- (3) A long-term, reliable supply of water is essential to protect the productivity of California's businesses and economic climate.
- (4) As part of its long-range planning activities, every urban water supplier should make every effort to ensure the appropriate level of reliability in

its water service sufficient to meet the needs of its various categories of customers during normal, dry, and multiple dry water years.

- (5) Public health issues have been raised over a number of contaminants that have been identified in certain local and imported water supplies.
 - (6) Implementing effective water management strategies, including groundwater storage projects and recycled water projects, may require specific water quality and salinity targets for meeting groundwater basins water quality objectives and promoting beneficial use of recycled water.
 - (7) Water quality regulations are becoming an increasingly important factor in water agencies' selection of raw water sources, treatment alternatives, and modifications to existing treatment facilities.
 - (8) Changes in drinking water quality standards may also impact the usefulness of water supplies and may ultimately impact supply reliability.
 - (9) The quality of source supplies can have a significant impact on water management strategies and supply reliability.
- (b) This part is intended to provide assistance to water agencies in carrying out their long-term resource planning responsibilities to ensure adequate water supplies to meet existing and future demands for water.

10610.4. The Legislature finds and declares that it is the policy of the state as follows:

- (a) The management of urban water demands and efficient use of water shall be actively pursued to protect both the people of the state and their water resources.
- (b) The management of urban water demands and efficient use of urban water supplies shall be a guiding criterion in public decisions.
- (c) Urban water suppliers shall be required to develop water management plans to actively pursue the efficient use of available supplies.

CHAPTER 2. DEFINITIONS

10611. Unless the context otherwise requires, the definitions of this chapter govern the construction of this part.

10611.5. "Demand management" means those water conservation measures, programs, and incentives that prevent the waste of water and promote the reasonable and efficient use and reuse of available supplies.

10612. "Customer" means a purchaser of water from a water supplier who uses the water for municipal purposes, including residential, commercial, governmental, and industrial uses.

10613. "Efficient use" means those management measures that result in the most effective use of water so as to prevent its waste or unreasonable use or unreasonable method of use.

10614. "Person" means any individual, firm, association, organization, partnership, business, trust, corporation, company, public agency, or any agency of such an entity.

10615. "Plan" means an urban water management plan prepared pursuant to this part. A plan shall describe and evaluate sources of supply, reasonable and practical efficient uses, reclamation and demand management activities. The components of the plan may vary according to an individual community or area's characteristics and its capabilities to efficiently use and conserve water. The plan shall address measures for residential, commercial, governmental, and industrial water demand management as set forth in Article 2 (commencing with Section 10630) of Chapter 3. In addition, a strategy and time schedule for implementation shall be included in the plan.

10616. "Public agency" means any board, commission, county, city and county, city, regional agency, district, or other public entity.

10616.5. "Recycled water" means the reclamation and reuse of wastewater for beneficial use.

10617. "Urban water supplier" means a supplier, either publicly or privately owned, providing water for municipal purposes either directly or indirectly to more than 3,000 customers or supplying more than 3,000 acre-feet of water annually. An urban water supplier includes a supplier or contractor for water, regardless of the basis of right, which distributes or sells for ultimate resale to customers. This part applies only to water supplied from public water systems subject to Chapter 4 (commencing with Section 116275) of Part 12 of Division 104 of the Health and Safety Code.

CHAPTER 3. URBAN WATER MANAGEMENT PLANS

Article 1. General Provisions

10620.

- (a) Every urban water supplier shall prepare and adopt an urban water management plan in the manner set forth in Article 3 (commencing with Section 10640).

- (b) Every person that becomes an urban water supplier shall adopt an urban water management plan within one year after it has become an urban water supplier.
- (c) An urban water supplier indirectly providing water shall not include planning elements in its water management plan as provided in Article 2 (commencing with Section 10630) that would be applicable to urban water suppliers or public agencies directly providing water, or to their customers, without the consent of those suppliers or public agencies.
- (d)
 - (1) An urban water supplier may satisfy the requirements of this part by participation in areawide, regional, watershed, or basinwide urban water management planning where those plans will reduce preparation costs and contribute to the achievement of conservation and efficient water use.
 - (2) Each urban water supplier shall coordinate the preparation of its plan with other appropriate agencies in the area, including other water suppliers that share a common source, water management agencies, and relevant public agencies, to the extent practicable.
- (e) The urban water supplier may prepare the plan with its own staff, by contract, or in cooperation with other governmental agencies.
- (f) An urban water supplier shall describe in the plan water management tools and options used by that entity that will maximize resources and minimize the need to import water from other regions.

10621.

- (a) Each urban water supplier shall update its plan at least once every five years on or before December 31, in years ending in five and zero.
- (b) Every urban water supplier required to prepare a plan pursuant to this part shall notify any city or county within which the supplier provides water supplies that the urban water supplier will be reviewing the plan and considering amendments or changes to the plan. The urban water supplier may consult with, and obtain comments from, any city or county that receives notice pursuant to this subdivision.
- (c) The amendments to, or changes in, the plan shall be adopted and filed in the manner set forth in Article 3 (commencing with Section 10640).

Article 2. Contents of Plans

10630. It is the intention of the Legislature, in enacting this part, to permit levels of water management planning commensurate with the numbers of customers served and the volume of water supplied.

10631. A plan shall be adopted in accordance with this chapter and shall do all of the following:

- (a) Describe the service area of the supplier, including current and projected population, climate, and other demographic factors affecting the supplier's water management planning. The projected population estimates shall be based upon data from the state, regional, or local service agency population projections within the service area of the urban water supplier and shall be in five-year increments to 20 years or as far as data is available.
- (b) Identify and quantify, to the extent practicable, the existing and planned sources of water available to the supplier over the same five-year increments described in subdivision (a). If groundwater is identified as an existing or planned source of water available to the supplier, all of the following information shall be included in the plan:
 - (1) A copy of any groundwater management plan adopted by the urban water supplier, including plans adopted pursuant to Part 2.75 (commencing with Section 10750), or any other specific authorization for groundwater management.
 - (2) A description of any groundwater basin or basins from which the urban water supplier pumps groundwater. For those basins for which a court or the board has adjudicated the rights to pump groundwater, a copy of the order or decree adopted by the court or the board and a description of the amount of groundwater the urban water supplier has the legal right to pump under the order or decree.

For basins that have not been adjudicated, information as to whether the department has identified the basin or basins as overdrafted or has projected that the basin will become overdrafted if present management conditions continue, in the most current official departmental bulletin that characterizes the condition of the groundwater basin, and a detailed description of the efforts being undertaken by the urban water supplier to eliminate the long-term overdraft condition.
 - (3) A detailed description and analysis of the location, amount, and sufficiency of groundwater pumped by the urban water supplier for the past five years. The description and analysis shall be based on information that is reasonably available, including, but not limited to, historic use records.

- (4) A detailed description and analysis of the amount and location of groundwater that is projected to be pumped by the urban water supplier. The description and analysis shall be based on information that is reasonably available, including, but not limited to, historic use records.
- (c) Describe the reliability of the water supply and vulnerability to seasonal or climatic shortage, to the extent practicable, and provide data for each of the following:
 - (1) An average water year.
 - (2) A single dry water year.
 - (3) Multiple dry water years.

For any water source that may not be available at a consistent level of use, given specific legal, environmental, water quality, or climatic factors, describe plans to supplement or replace that source with alternative sources or water demand management measures, to the extent practicable.

- (d) Describe the opportunities for exchanges or transfers of water on a short-term or long-term basis.
- (e)
 - (1) Quantify, to the extent records are available, past and current water use, over the same five-year increments described in subdivision (a), and projected water use, identifying the uses among water use sectors including, but not necessarily limited to, all of the following uses:
 - (A) Single-family residential.
 - (B) Multifamily.
 - (C) Commercial.
 - (D) Industrial.
 - (E) Institutional and governmental.
 - (F) Landscape.
 - (G) Sales to other agencies.
 - (H) Saline water intrusion barriers, groundwater recharge, or conjunctive use, or any combination thereof.
 - (I) Agricultural.
 - (2) The water use projections shall be in the same five-year increments described in subdivision (a).

- (f) Provide a description of the supplier's water demand management measures. This description shall include all of the following:
 - (1) A description of each water demand management measure that is currently being implemented, or scheduled for implementation, including the steps necessary to implement any proposed measures, including, but not limited to, all of the following:
 - (A) Water survey programs for single-family residential and multifamily residential customers.
 - (B) Residential plumbing retrofit.
 - (C) System water audits, leak detection, and repair.
 - (D) Metering with commodity rates for all new connections and retrofit of existing connections.
 - (E) Large landscape conservation programs and incentives.
 - (F) High-efficiency washing machine rebate programs.
 - (G) Public information programs.
 - (H) School education programs.
 - (I) Conservation programs for commercial, industrial, and institutional accounts.
 - (J) Wholesale agency programs.
 - (K) Conservation pricing.
 - (L) Water conservation coordinator.
 - (M) Water waste prohibition.
 - (N) Residential ultra-low-flush toilet replacement programs.
 - (2) A schedule of implementation for all water demand management measures proposed or described in the plan.
 - (3) A description of the methods, if any, that the supplier will use to evaluate the effectiveness of water demand management measures implemented or described under the plan.

- (4) An estimate, if available, of existing conservation savings on water use within the supplier's service area, and the effect of the savings on the supplier's ability to further reduce demand.
- (g) An evaluation of each water demand management measure listed in paragraph (1) of subdivision (f) that is not currently being implemented or scheduled for implementation. In the course of the evaluation, first consideration shall be given to water demand management measures, or combination of measures, that offer lower incremental costs than expanded or additional water supplies. This evaluation shall do all of the following:
 - (1) Take into account economic and noneconomic factors, including environmental, social, health, customer impact, and technological factors.
 - (2) Include a cost-benefit analysis, identifying total benefits and total costs.
 - (3) Include a description of funding available to implement any planned water supply project that would provide water at a higher unit cost.
 - (4) Include a description of the water supplier's legal authority to implement the measure and efforts to work with other relevant agencies to ensure the implementation of the measure and to share the cost of implementation.
- (h) Include a description of all water supply projects and water supply programs that may be undertaken by the urban water supplier to meet the total projected water use as established pursuant to subdivision (a) of Section 10635. The urban water supplier shall include a detailed description of expected future projects and programs, other than the demand management programs identified pursuant to paragraph (1) of subdivision (f), that the urban water supplier may implement to increase the amount of the water supply available to the urban water supplier in average, single-dry, and multiple-dry water years. The description shall identify specific projects and include a description of the increase in water supply that is expected to be available from each project. The description shall include an estimate with regard to the implementation timeline for each project or program.
- (i) Describe the opportunities for development of desalinated water, including, but not limited to, ocean water, brackish water, and groundwater, as a long-term supply.
- (j) Urban water suppliers that are members of the California Urban Water Conservation Council and submit annual reports to that council

in accordance with the "Memorandum of Understanding Regarding Urban Water Conservation in California," dated September 1991, may submit the annual reports identifying water demand management measures currently being implemented, or scheduled for implementation, to satisfy the requirements of subdivisions (f) and (g).

- (k) Urban water suppliers that rely upon a wholesale agency for a source of water, shall provide the wholesale agency with water use projections from that agency for that source of water in five-year increments to 20 years or as far as data is available. The wholesale agency shall provide information to the urban water supplier for inclusion in the urban water supplier's plan that identifies and quantifies, to the extent practicable, the existing and planned sources of water as required by subdivision (b), available from the wholesale agency to the urban water supplier over the same five-year increments, and during various water-year types in accordance with subdivision (c). An urban water supplier may rely upon water supply information provided by the wholesale agency in fulfilling the plan informational requirements of subdivisions (b) and (c), including, but not limited to, ocean water, brackish water, and groundwater, as a long-term supply.

10631.5. The department shall take into consideration whether the urban water supplier is implementing or scheduled for implementation, the water demand management activities that the urban water supplier identified in its urban water management plan, pursuant to Section 10631, in evaluating applications for grants and loans made available pursuant to Section 79163. The urban water supplier may submit to the department copies of its annual reports and other relevant documents to assist the department in determining whether the urban water supplier is implementing or scheduling the implementation of water demand management activities.

10632. The plan shall provide an urban water shortage contingency analysis which includes each of the following elements which are within the authority of the urban water supplier:

- (a) Stages of action to be undertaken by the urban water supplier in response to water supply shortages, including up to a 50 percent reduction in water supply, and an outline of specific water supply conditions which are applicable to each stage.
- (b) An estimate of the minimum water supply available during each of the next three water years based on the driest three-year historic sequence for the agency's water supply.
- (c) Actions to be undertaken by the urban water supplier to prepare for, and implement during, a catastrophic interruption of water supplies including,

but not limited to, a regional power outage, an earthquake, or other disaster.

- (d) Additional, mandatory prohibitions against specific water use practices during water shortages, including, but not limited to, prohibiting the use of potable water for street cleaning.
- (e) Consumption reduction methods in the most restrictive stages. Each urban water supplier may use any type of consumption reduction methods in its water shortage contingency analysis that would reduce water use, are appropriate for its area, and have the ability to achieve a water use reduction consistent with up to a 50 percent reduction in water supply.
- (f) Penalties or charges for excessive use, where applicable.
- (g) An analysis of the impacts of each of the actions and conditions described in subdivisions (a) to (f), inclusive, on the revenues and expenditures of the urban water supplier, and proposed measures to overcome those impacts, such as the development of reserves and rate adjustments.
- (h) A draft water shortage contingency resolution or ordinance.
- (i) A mechanism for determining actual reductions in water use pursuant to the urban water shortage contingency analysis.

10633. The plan shall provide, to the extent available, information on recycled water and its potential for use as a water source in the service area of the urban water supplier. The preparation of the plan shall be coordinated with local water, wastewater, groundwater, and planning agencies that operate within the supplier's service area, and shall include all of the following:

- (a) A description of the wastewater collection and treatment systems in the supplier's service area, including a quantification of the amount of wastewater collected and treated and the methods of wastewater disposal.
- (b) A description of the quantity of treated wastewater that meets recycled water standards, is being discharged, and is otherwise available for use in a recycled water project.
- (c) A description of the recycled water currently being used in the supplier's service area, including, but not limited to, the type, place, and quantity of use.

- (d) A description and quantification of the potential uses of recycled water, including, but not limited to, agricultural irrigation, landscape irrigation, wildlife habitat enhancement, wetlands, industrial reuse, groundwater recharge, and other appropriate uses, and a determination with regard to the technical and economic feasibility of serving those uses.
- (e) The projected use of recycled water within the supplier's service area at the end of 5, 10, 15, and 20 years, and a description of the actual use of recycled water in comparison to uses previously projected pursuant to this subdivision.
- (f) A description of actions, including financial incentives, which may be taken to encourage the use of recycled water, and the projected results of these actions in terms of acre-feet of recycled water used per year.
- (g) A plan for optimizing the use of recycled water in the supplier's service area, including actions to facilitate the installation of dual distribution systems, to promote recirculating uses, to facilitate the increased use of treated wastewater that meets recycled water standards, and to overcome any obstacles to achieving that increased use.

10634. The plan shall include information, to the extent practicable, relating to the quality of existing sources of water available to the supplier over the same five-year increments as described in subdivision (a) of Section 10631, and the manner in which water quality affects water management strategies and supply reliability.

Article 2.5 Water Service Reliability

10635.

- (a) Every urban water supplier shall include, as part of its urban water management plan, an assessment of the reliability of its water service to its customers during normal, dry, and multiple dry water years. This water supply and demand assessment shall compare the total water supply sources available to the water supplier with the total projected water use over the next 20 years, in five-year increments, for a normal water year, a single dry water year, and multiple dry water years. The water service reliability assessment shall be based upon the information compiled pursuant to Section 10631, including available data from state, regional, or local agency population projections within the service area of the urban water supplier.

- (b) The urban water supplier shall provide that portion of its urban water management plan prepared pursuant to this article to any city or county within which it provides water supplies no later than 60 days after the submission of its urban water management plan.
- (c) Nothing in this article is intended to create a right or entitlement to water service or any specific level of water service.
- (d) Nothing in this article is intended to change existing law concerning an urban water supplier's obligation to provide water service to its existing customers or to any potential future customers.

Article 3. Adoption and Implementation of Plans

10640. Every urban water supplier required to prepare a plan pursuant to this part shall prepare its plan pursuant to Article 2 (commencing with Section 10630).

The supplier shall likewise periodically review the plan as required by Section 10621, and any amendments or changes required as a result of that review shall be adopted pursuant to this article.

10641. An urban water supplier required to prepare a plan may consult with, and obtain comments from, any public agency or state agency or any person who has special expertise with respect to water demand management methods and techniques.

10642. Each urban water supplier shall encourage the active involvement of diverse social, cultural, and economic elements of the population within the service area prior to and during the preparation of the plan. Prior to adopting a plan, the urban water supplier shall make the plan available for public inspection and shall hold a public hearing thereon. Prior to the hearing, notice of the time and place of hearing shall be published within the jurisdiction of the publicly owned water supplier pursuant to Section 6066 of the Government Code. The urban water supplier shall provide notice of the time and place of hearing to any city or county within which the supplier provides water supplies. A privately owned water supplier shall provide an equivalent notice within its service area. After the hearing, the plan shall be adopted as prepared or as modified after the hearing.

10643. An urban water supplier shall implement its plan adopted pursuant to this chapter in accordance with the schedule set forth in its plan.

10644.

- (a) An urban water supplier shall file with the department and any city or county within which the supplier provides water supplies a copy of its plan no later than 30 days after adoption. Copies of amendments or changes to the

plans shall be filed with the department and any city or county within which the supplier provides water supplies within 30 days after adoption.

- (b) The department shall prepare and submit to the Legislature, on or before December 31, in the years ending in six and one, a report summarizing the status of the plans adopted pursuant to this part. The report prepared by the department shall identify the outstanding elements of the individual plans. The department shall provide a copy of the report to each urban water supplier that has filed its plan with the department. The department shall also prepare reports and provide data for any legislative hearings designed to consider the effectiveness of plans submitted pursuant to this part.

10645. Not later than 30 days after filing a copy of its plan with the department, the urban water supplier and the department shall make the plan available for public review during normal business hours.

CHAPTER 4. MISCELLANEOUS PROVISIONS

10650. Any actions or proceedings to attack, review, set aside, void, or annul the acts or decisions of an urban water supplier on the grounds of noncompliance with this part shall be commenced as follows:

- (a) An action or proceeding alleging failure to adopt a plan shall be commenced within 18 months after that adoption is required by this part.
- (b) Any action or proceeding alleging that a plan, or action taken pursuant to the plan, does not comply with this part shall be commenced within 90 days after filing of the plan or amendment thereto pursuant to Section 10644 or the taking of that action.

10651. In any action or proceeding to attack, review, set aside, void, or annul a plan, or an action taken pursuant to the plan by an urban water supplier on the grounds of noncompliance with this part, the inquiry shall extend only to whether there was a prejudicial abuse of discretion. Abuse of discretion is established if the supplier has not proceeded in a manner required by law or if the action by the water supplier is not supported by substantial evidence.

10652. The California Environmental Quality Act (Division 13 (commencing with Section 21000) of the Public Resources Code) does not apply to the preparation and adoption of plans pursuant to this part or to the implementation of actions taken pursuant to Section 10632. Nothing in this part shall be interpreted as exempting from the California Environmental Quality Act any project that would significantly affect water supplies for fish and wildlife, or any project for implementation of the plan, other than projects implementing Section 10632, or any project for expanded or additional water supplies.

10653. The adoption of a plan shall satisfy any requirements of state law, regulation, or order, including those of the State Water Resources Control Board and the Public Utilities Commission, for the preparation of water management plans or conservation plans; provided, that if the State Water Resources Control Board or the Public Utilities Commission requires additional information concerning water conservation to implement its existing authority, nothing in this part shall be deemed to limit the board or the commission in obtaining that information. The requirements of this part shall be satisfied by any urban water demand management plan prepared to meet federal laws or regulations after the effective date of this part, and which substantially meets the requirements of this part, or by any existing urban water management plan which includes the contents of a plan required under this part.

10654. An urban water supplier may recover in its rates the costs incurred in preparing its plan and implementing the reasonable water conservation measures included in the plan. Any best water management practice that is included in the plan that is identified in the "Memorandum of Understanding Regarding Urban Water Conservation in California" is deemed to be reasonable for the purposes of this section.

10655. If any provision of this part or the application thereof to any person or circumstances is held invalid, that invalidity shall not affect other provisions or applications of this part which can be given effect without the invalid provision or application thereof, and to this end the provisions of this part are severable.

10656. An urban water supplier that does not prepare, adopt, and submit its urban water management plan to the department in accordance with this part, is ineligible to receive funding pursuant to Division 24 (commencing with Section 78500) or Division 26 (commencing with Section 79000), or receive drought assistance from the state until the urban water management plan is submitted pursuant to this article.

10657.

- (a) The department shall take into consideration whether the urban water supplier has submitted an updated urban water management plan that is consistent with Section 10631, as amended by the act that adds this section, in determining whether the urban water supplier is eligible for funds made available pursuant to any program administered by the department.
- (b) This section shall remain in effect only until January 1, 2006, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2006, deletes or extends that date.

Appendix C

BMP Activity Report

This Appendix includes the following information:

- Water Supply and Reuse Summary 2004
- Water Account and Use Summary 2004
- BMP Activity Reports 2004
- Water Supply and Reuse Summary 2003
- Water Account and Use Summary 2003
- BMP Activity Reports 2003
- CUWCC Coverage Reports as of October 2005

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Water Supply & Reuse

Reporting Unit:

City of Ontario

Year:

2003

Water Supply Source Information

Supply Source Name	Quantity (AF) Supplied	Supply Type
Well No.3	896.19	Groundwater
Well No.9	133.14	Groundwater
Well No. 11	1777.46	Groundwater
Well No. 15	1837.91	Groundwater
Well No. 16	982.81	Groundwater
Well No.17	2077.4	Groundwater
Well No.20	693.45	Groundwater
Well No.24	2758.84	Groundwater
Well No.25	2087.05	Groundwater
Well No.26	335.86	Groundwater
Well No.27	903.2	Groundwater
Well No.29	3152.54	Groundwater
Well No.30	536.8	Groundwater
Well No.31	2847.3	Groundwater
Well No.34	2761.72	Groundwater
Well No.35	1838.98	Groundwater
Well No.36	1127.72	Groundwater
Well No.37	3835.16	Groundwater
Well No.38	1407.06	Groundwater
Well No.39	2639.69	Groundwater
State Proj/MWD	8255.08	Imported

Total AF: 42885.36

Reported as of 10/12/05

Accounts & Water Use

Reporting Unit Name:
City of Ontario

Submitted to
CUWCC
11/22/2004

Year:
2003

A. Service Area Population Information:

1. Total service area population 165678

B. Number of Accounts and Water Deliveries (AF)

Type	Metered		Unmetered	
	No. of Accounts	Water Deliveries (AF)	No. of Accounts	Water Deliveries (AF)
1. Single-Family	25830	17038	0	0
2. Multi-Family	1977	6484	0	0
3. Commercial	2615	10423	0	0
4. Industrial	344	2473	0	0
5. Institutional	293	1171	0	0
6. Dedicated Irrigation	958	5052	0	0
7. Recycled Water	2	87	0	0
8. Other	0	0	0	0
9. Unaccounted	NA	5	NA	0
Total	32019	42733	0	0

Metered

Unmetered

Reported as of 10/12/05

BMP 01: Water Survey Programs for Single-Family and Multi-Family Residential Customers

Reporting Unit:
City of Ontario

BMP Form Status:
100% Complete

Year:
2003

A. Implementation

1. Based on your signed MOU date, 12/11/2002, your Agency STRATEGY DUE DATE is: 12/10/2004
2. Has your agency developed and implemented a targeting/ marketing strategy for SINGLE-FAMILY residential water use surveys? no
 - a. If YES, when was it implemented?
3. Has your agency developed and implemented a targeting/ marketing strategy for MULTI-FAMILY residential water use surveys? no
 - a. If YES, when was it implemented?

B. Water Survey Data

Survey Counts:	Single Family Accounts	Multi-Family Units
1. Number of surveys offered:	0	0
2. Number of surveys completed:	0	0
Indoor Survey:		
3. Check for leaks, including toilets, faucets and meter checks	no	no
4. Check showerhead flow rates, aerator flow rates, and offer to replace or recommend replacement, if necessary	no	no
5. Check toilet flow rates and offer to install or recommend installation of displacement device or direct customer to ULFT replacement program, as necessary; replace leaking toilet flapper, as necessary	no	no
Outdoor Survey:		
6. Check irrigation system and timers	no	no
7. Review or develop customer irrigation schedule	no	no
8. Measure landscaped area (Recommended but not required for surveys)	no	no
9. Measure total irrigable area (Recommended but not required for surveys)	no	no
10. Which measurement method is typically used (Recommended but not required for surveys)		None
11. Were customers provided with	no	no

a. If yes, in what form are surveys tracked?

b. Describe how your agency tracks this information.

	This Year	Next Year
1. Budgeted Expenditures	0	0
2. Actual Expenditures	0	

a. If YES, please explain in detail how your implementation of this BMP differs from Exhibit 1 and why you consider it to be "at least as effective as."

E. Comments

10/12/2005

BMP 02: Residential Plumbing Retrofit

Reporting Unit:

BMP Form Status:

Year:

City of Ontario**100% Complete****2003****A. Implementation**

1. Is there an enforceable ordinance in effect in your service area requiring replacement of high-flow showerheads and other water use fixtures with their low-flow counterparts? no

a. If YES, list local jurisdictions in your service area and code or ordinance in each:

2. Has your agency satisfied the 75% saturation requirement for single-family housing units? no

3. Estimated percent of single-family households with low-flow showerheads: 1.4%

4. Has your agency satisfied the 75% saturation requirement for multi-family housing units? no

5. Estimated percent of multi-family households with low-flow showerheads: 5.8%

6. If YES to 2 OR 4 above, please describe how saturation was determined, including the dates and results of any survey research.

B. Low-Flow Device Distribution Information

1. Has your agency developed a targeting/ marketing strategy for distributing low-flow devices? yes

a. If YES, when did your agency begin implementing this strategy? 1/1/2002

b. Describe your targeting/ marketing strategy.

Low flow showerheads are distributed at water quality/water conservation fair booths, during in-home water quality site visits and by customer service staff conducting routine fieldwork.

Low-Flow Devices Distributed/ Installed	SF Accounts	MF Units
--	-------------	----------

2. Number of low-flow showerheads distributed:	375	125
--	-----	-----

3. Number of toilet-displacement devices distributed:	0	0
---	---	---

4. Number of toilet flappers distributed:	0	0
---	---	---

5. Number of faucet aerators distributed:	0	0
---	---	---

6. Does your agency track the distribution and cost of low-flow devices? no

a. If YES, in what format are low-flow devices tracked?

b. If yes, describe your tracking and distribution system :

C. Low-Flow Device Distribution Expenditures

	This Year	Next Year
1. Budgeted Expenditures	2000	2000
2. Actual Expenditures	2290	

D. "At Least As Effective As"

1. Is your AGENCY implementing an "at least as effective as" variant of this BMP? No

a. If YES, please explain in detail how your implementation of this BMP differs from Exhibit 1 and why you consider it to be "at least as effective as."

E. Comments

500 Low flow hoze nozzles were also distributed this year with the showerhead giveaways.

Reported as of 10/12/05

BMP 03: System Water Audits, Leak Detection and Repair

Reporting Unit:
City of Ontario

BMP Form Status:
100% Complete

Year:
2003

A. Implementation

1. Has your agency completed a pre-screening system audit for this reporting year? yes
2. If YES, enter the values (AF/Year) used to calculate verifiable use as a percent of total production:
 - a. Determine metered sales (AF) 42733
 - b. Determine other system verifiable uses (AF) 86.5
 - c. Determine total supply into the system (AF) 42885.36
 - d. Using the numbers above, if (Metered Sales + Other Verifiable Uses) / Total Supply is < 0.9 then a full-scale system audit is required. 1.00
3. Does your agency keep necessary data on file to verify the values used to calculate verifiable uses as a percent of total production? yes
4. Did your agency complete a full-scale audit during this report year? no
5. Does your agency maintain in-house records of audit results or the completed AWWA audit worksheets for the completed audit? yes
6. Does your agency operate a system leak detection program? yes

a. If yes, describe the leak detection program:

Leaks are reported by Ontario Utilities employees and other Public Works employees working in the field who may observe leaks while reading meters, working on services lines or conducting misc. work within the City. Leaks are also reported directly by the customer. In addition, field crews investigate below ground leaks.

B. Survey Data

1. Total number of miles of distribution system line. 498
2. Number of miles of distribution system line surveyed. 0

C. System Audit / Leak Detection Program Expenditures

	This Year	Next Year
1. Budgeted Expenditures	20000	20000
2. Actual Expenditures	13000	

D. "At Least As Effective As"

1. Is your AGENCY implementing an "at least as effective as" variant of this BMP? No

a. If YES, please explain in detail how your implementation of this BMP differs from Exhibit 1 and why you consider it to

be "at least as effective as."

E. Comments

Reported as of 10/12/05

BMP 04: Metering with Commodity Rates for all New Connections and Retrofit of Existing

Reporting Unit:
City of Ontario

BMP Form Status: Year:
100% Complete 2003

A. Implementation

1. Does your agency require meters for all new connections and bill by volume-of-use? yes
2. Does your agency have a program for retrofitting existing unmetered connections and bill by volume-of-use? no
 - a. If YES, when was the plan to retrofit and bill by volume-of-use existing unmetered connections completed?
 - b. Describe the program:

Not needed, all services are metered.
3. Number of previously unmetered accounts fitted with meters during report year. 0

B. Feasibility Study

1. Has your agency conducted a feasibility study to assess the merits of a program to provide incentives to switch mixed-use accounts to dedicated landscape meters? no
 - a. If YES, when was the feasibility study conducted? (mm/dd/yy)
 - b. Describe the feasibility study:
2. Number of CII accounts with mixed-use meters. 0
3. Number of CII accounts with mixed-use meters retrofitted with dedicated irrigation meters during reporting period. 0

C. Meter Retrofit Program Expenditures

	This Year	Next Year
1. Budgeted Expenditures	0	0
2. Actual Expenditures	0	

D. "At Least As Effective As"

1. Is your AGENCY implementing an "at least as effective as" variant of this BMP? No
 - a. If YES, please explain in detail how your implementation of this BMP differs from Exhibit 1 and why you consider it to be "at least as effective as."

E. Comments

The number of CII accounts with mix-used meters is unknown at this time. The zero number reported above may not be an accurate reflection of the zero number reported above.

Reported as of 10/12/05

BMP 05: Large Landscape Conservation Programs and Incentives

Reporting Unit:
City of Ontario

BMP Form Status:
100% Complete

Year:
2003

A. Water Use Budgets

- | | |
|--|-----|
| 1. Number of Dedicated Irrigation Meter Accounts: | 890 |
| 2. Number of Dedicated Irrigation Meter Accounts with Water Budgets: | 0 |
| 3. Budgeted Use for Irrigation Meter Accounts with Water Budgets (AF): | 0 |
| 4. Actual Use for Irrigation Meter Accounts with Water Budgets (AF): | 0 |
| 5. Does your agency provide water use notices to accounts with budgets each billing cycle? | no |

B. Landscape Surveys

- | | |
|--|----|
| 1. Has your agency developed a marketing / targeting strategy for landscape surveys? | no |
| a. If YES, when did your agency begin implementing this strategy? | |
| b. Description of marketing / targeting strategy: | |
| 2. Number of Surveys Offered. | 0 |
| 3. Number of Surveys Completed. | 0 |
| 4. Indicate which of the following Landscape Elements are part of your survey: | |
| a. Irrigation System Check | no |
| b. Distribution Uniformity Analysis | no |
| c. Review / Develop Irrigation Schedules | no |
| d. Measure Landscape Area | no |
| e. Measure Total Irrigable Area | no |
| f. Provide Customer Report / Information | no |
| 5. Do you track survey offers and results? | no |
| 6. Does your agency provide follow-up surveys for previously completed surveys? | no |
| a. If YES, describe below: | |

C. Other BMP 5 Actions

- | | |
|--|----|
| 1. An agency can provide mixed-use accounts with ETo-based landscape budgets in lieu of a large landscape survey program.
Does your agency provide mixed-use accounts with landscape budgets? | no |
| 2. Number of CII mixed-use accounts with landscape budgets. | 0 |

3. Do you offer landscape irrigation training? yes

4. Does your agency offer financial incentives to improve landscape water use efficiency? no

Type of Financial Incentive:	Budget (Dollars/Year)	Number Awarded to Customers	Total Amount Awarded
a. Rebates	0	0	0
b. Loans	0	0	0
c. Grants	0	0	0

5. Do you provide landscape water use efficiency information to new customers and customers changing services? No

a. If YES, describe below:

6. Do you have irrigated landscaping at your facilities? yes

a. If yes, is it water-efficient? no

b. If yes, does it have dedicated irrigation metering? yes

7. Do you provide customer notices at the start of the irrigation season? no

8. Do you provide customer notices at the end of the irrigation season? no

D. Landscape Conservation Program Expenditures

	This Year	Next Year
1. Budgeted Expenditures	0	0
2. Actual Expenditures	0	

E. "At Least As Effective As"

1. Is your AGENCY implementing an "at least as effective as" variant of this BMP? No

a. If YES, please explain in detail how your implementation of this BMP differs from Exhibit 1 and why you consider it to be "at least as effective as."

F. Comments

Reported as of 10/12/05

BMP 06: High-Efficiency Washing Machine Rebate Programs

Reporting Unit:
City of Ontario

BMP Form Status: Year:
100% Complete 2003

A. Implementation

1. Do any energy service providers or waste water utilities in your service area offer rebates for high-efficiency washers? yes

a. If YES, describe the offerings and incentives as well as who the energy/waste water utility provider is.

Rebates are available through Inland Empire Utilities Agency in coordination with the Metropolitan Water District. The rebate is \$100. The City does not offer a rebate in addition to the IEUA/MWD rebate.

2. Does your agency offer rebates for high-efficiency washers? no

3. What is the level of the rebate? 0

4. Number of rebates awarded. 0

B. Rebate Program Expenditures

	This Year	Next Year
1. Budgeted Expenditures	0	0
2. Actual Expenditures	0	

C. "At Least As Effective As"

1. Is your AGENCY implementing an "at least as effective as" variant of this BMP? no

a. If YES, please explain in detail how your implementation of this BMP differs from Exhibit 1 and why you consider it to be "at least as effective as."

D. Comments

Budgeted and actual expenditures may be reflected through IEUA regional program expenditures for this program. This City pays into this program and monies and programs and administered regionally.

Reported as of 10/12/05

BMP 07: Public Information Programs

Reporting Unit:

City of Ontario

BMP Form Status:

100% Complete

Year:

2003

A. Implementation

1. Does your agency maintain an active public information program to promote and educate customers about water conservation? yes

a. If YES, describe the program and how it's organized.

Conservation information is distributed in a variety of ways. Conservation information is found prominently in our water quality reports and our quarterly newsletter. Conservation topics are discussed with residents and businesses on an individual and group level. Various literature is targeted and distributed to various age levels.

2. Indicate which and how many of the following activities are included in your public information program.

Public Information Program Activity	Yes/No	Number of Events
a. Paid Advertising	yes	3
b. Public Service Announcement	no	
c. Bill Inserts / Newsletters / Brochures	yes	2
d. Bill showing water usage in comparison to previous year's usage	no	
e. Demonstration Gardens	yes	2
f. Special Events, Media Events	yes	2
g. Speaker's Bureau	yes	2
h. Program to coordinate with other government agencies, industry and public interest groups and media	yes	

B. Conservation Information Program Expenditures

	This Year	Next Year
1. Budgeted Expenditures	5000	5000
2. Actual Expenditures	4925	

C. "At Least As Effective As"

1. Is your AGENCY implementing an "at least as effective as" variant of this BMP? No
- a. If YES, please explain in detail how your implementation of this BMP differs from Exhibit 1 and why you consider it to be "at least as effective as."

D. Comments

A budgeted amount of \$1500 shown is paid to a regional conservation group called the Water Education and Water Awareness Committee whose purpose is to conduct public

education on water conservation. Additionally, budgeted expenditures reflect Ontario staff time to implement these programs.

Reported as of 10/12/05

BMP 08: School Education Programs

Reporting Unit:

BMP Form Status:

Year:

City of Ontario**100% Complete****2003****A. Implementation**

1. Has your agency implemented a school information program to promote water conservation? yes

2. Please provide information on your school programs (by grade level):

Grade	Are grade-appropriate materials distributed?	No. of class presentations	No. of students reached	No. of teachers' workshops
Grades K-3rd	yes	0	0	0
Grades 4th-6th	yes	31	799	0
Grades 7th-8th	yes	0	0	0
High School	yes	0	0	0

3. Did your Agency's materials meet state education framework requirements? yes

4. When did your Agency begin implementing this program? 01/01/2003

B. School Education Program Expenditures

	This Year	Next Year
1. Budgeted Expenditures	0	0
2. Actual Expenditures	0	

C. "At Least As Effective As"

1. Is your AGENCY implementing an "at least as effective as" variant of this BMP? No

a. If YES, please explain in detail how your implementation of this BMP differs from Exhibit 1 and why you consider it to be "at least as effective as."

D. Comments

Budgeted and actual expenditures will be reflected on the wholesale agency report.

Reported as of 10/12/05

BMP 09: Conservation Programs for CII Accounts

Reporting Unit:
City of Ontario

BMP Form Status:
100% Complete

Year:
2003

A. Implementation

1. Has your agency identified and ranked COMMERCIAL customers according to use? no
2. Has your agency identified and ranked INDUSTRIAL customers according to use? yes
3. Has your agency identified and ranked INSTITUTIONAL customers according to use? yes

Option A: CII Water Use Survey and Customer Incentives Program

4. Is your agency operating a CII water use survey and customer incentives program for the purpose of complying with BMP 9 under this option? yes

CII Surveys	Commercial Accounts	Industrial Accounts	Institutional Accounts
a. Number of New Surveys Offered	0	0	0
b. Number of New Surveys Completed	0	0	0
c. Number of Site Follow-ups of Previous Surveys (within 1 yr)	0	0	0
d. Number of Phone Follow-ups of Previous Surveys (within 1 yr)	0	0	0

CII Survey Components	Commercial Accounts	Industrial Accounts	Institutional Accounts
e. Site Visit	no	no	no
f. Evaluation of all water-using apparatus and processes	no	no	no
g. Customer report identifying recommended efficiency measures, paybacks and agency incentives	no	no	no

Agency CII Customer Incentives	Budget (\$/Year)	No. Awarded to Customers	Total \$ Amount Awarded
h. Rebates	0	14	2100

i. Loans	0	0	0
j. Grants	0	0	0
k. Others	0	0	0

Option B: CII Conservation Program Targets

5. Does your agency track CII program interventions and water savings for the purpose of complying with BMP 9 under this option?	yes
6. Does your agency document and maintain records on how savings were realized and the method of calculation for estimated savings?	yes
7. Estimated annual savings (AF/yr) from site-verified actions taken by agency since 1991.	.65
8. Estimated annual savings (AF/yr) from non-site-verified actions taken by agency since 1991.	5.82

B. Conservation Program Expenditures for CII Accounts

	This Year	Next Year
1. Budgeted Expenditures	0	0
2. Actual Expenditures	2515.5	

C. "At Least As Effective As"

1. Is your AGENCY implementing an "at least as effective as" variant of this BMP?	No
a. If YES, please explain in detail how your implementation of this BMP differs from Exhibit 1 and why you consider it to be "at least as effective as."	

D. Comments

Budgeted expenditures should be reflected on the wholesale agency report.

Reported as of 10/12/05

BMP 09a: CII ULFT Water Savings

Reporting Unit:

BMP Form Status:

Year:

City of Ontario**100% Complete****2003**

1. Did your agency implement a CII ULFT replacement program in the reporting year? Yes
- If No, please explain why on Line B.
- 10.

A. Targeting and Marketing

1. What basis does your agency use to target customers for participation in this program? Check all that apply.
- CII Sector or subsector
CII ULFT Study subsector targeting

a. Describe which method you found to be the most effective overall, and which was the most effective per dollar expended.

We found CII sectors and sub sectors most effective because we were able to version our marketing efforts appropriately.

2. How does your agency advertise this program? Check all that apply.

Direct letter
Web page
Bill insert
Newsletter
Newspapers
Trade publications
Other print media
Trade shows and events
Telemarketing

a. Describe which method you found to be the most effective overall, and which was the most effective per dollar expended.

For the purposes of this program, Trade Allies have proven to be the most effective overall marketing tool, as well as the most effective per dollar expended. Trade Allies include plumbers, distributors, retail home improvement stores and product manufacturers.

B. Implementation

1. Does your agency keep and maintain customer participant information? (Read the Help information for a complete list of all the information for this BMP.) Yes
2. Would your agency be willing to share this information if the CUWCC did a study to evaluate the program on behalf of your agency? Yes
3. What is the total number of customer accounts participating in the program during the last year ? 0

CII Subsector		Number of Toilets Replaced			
4.	Standard Gravity Tank	Air Assisted	Valve Floor Mount	Valve Wall Mount	
a. Offices	0	0	0	0	
b. Retail / Wholesale	0	0	0	0	
c. Hotels	0	0	0	0	
d. Health	0	0	0	0	
e. Industrial	0	0	0	0	
f. Schools: K to 12	0	0	0	0	
g. Eating	0	0	0	0	
h. Govern-ment	0	0	0	0	
i. Churches	0	0	0	0	
j. Other	0	0	0	0	
5. Program design.					Rebate or voucher
6. Does your agency use outside services to implement this program?					Yes
a. If yes, check all that apply.					Consultant
7. Participant tracking and follow-up.					Telephone Site Visit
8. Based on your program experience, please rank on a scale of 1 to 5, with 1 being the least frequent cause and 5 being the most frequent cause, the following reasons why customers refused to participate in the program.					
a. Disruption to business					1
b. Inadequate payback					3
c. Inadequate ULFT performance					2
d. Lack of funding					5
e. American's with Disabilities Act					0
f. Permitting					0
g. Other. Please describe in B. 9.					
9. Please describe general program acceptance/resistance by customers, obstacles to implementation, and other issues affecting program implementation or effectiveness.					

Customers are generally more willing to participate in the program if the cost of the retrofit is in balance with the amount of the rebate, and the projected water savings is significant. Resistance occurs if the out-of-pocket expense for the retrofit is too costly and the

rebate amount is too low.

10. Please provide a general assessment of the program for this reporting year. Did your program achieve its objectives? Were your targeting and marketing approaches effective? Were program costs in line with expectations and budgeting?

Either Metropolitan or its Agencies to provide this response.

C. Conservation Program Expenditures for CII ULFT

1. CII ULFT Program: Annual Budget & Expenditure Data

	Budgeted	Actual Expenditure
a. Labor	0	0
b. Materials	0	0
c. Marketing & Advertising	0	0
d. Administration & Overhead	0	0
e. Outside Services	0	0
f. Total	0	0

2. CII ULFT Program: Annual Cost Sharing

a. Wholesale agency contribution	0
b. State agency contribution	0
c. Federal agency contribution	0
d. Other contribution	0
e. Total	0

D. Comments

The # of toilets is an estimate.

Reported as of 10/12/05

BMP 11: Conservation Pricing

Reporting Unit:	BMP Form	
City of Ontario	Status:	Year:
	100%	2003
	Complete	

A. Implementation

Rate Structure Data Volumetric Rates for Water Service by Customer Class

1. Residential

a. Water Rate Structure	Increasing Block
b. Sewer Rate Structure	Increasing Block
c. Total Revenue from Volumetric Rates	\$14221989
d. Total Revenue from Non-Volumetric Charges, Fees and other Revenue Sources	\$14221989

2. Commercial

a. Water Rate Structure	Increasing Block
b. Sewer Rate Structure	Increasing Block
c. Total Revenue from Volumetric Rates	\$8580852
d. Total Revenue from Non-Volumetric Charges, Fees and other Revenue Sources	\$8580852

3. Industrial

a. Water Rate Structure	Increasing Block
b. Sewer Rate Structure	Increasing Block
c. Total Revenue from Volumetric Rates	\$1381299
d. Total Revenue from Non-Volumetric Charges, Fees and other Revenue Sources	\$1381299

4. Institutional / Government

a. Water Rate Structure	Increasing Block
b. Sewer Rate Structure	Increasing Block
c. Total Revenue from Volumetric Rates	\$709610
d. Total Revenue from Non-Volumetric Charges, Fees and other Revenue Sources	\$709610

5. Irrigation

a. Water Rate Structure	Increasing Block
b. Sewer Rate Structure	Service Not Provided
c. Total Revenue from Volumetric Rates	\$0
d. Total Revenue from Non-	

Volumetric Charges, Fees and
other Revenue Sources \$0

6. Other

a. Water Rate Structure Decreasing Block
b. Sewer Rate Structure Service Not Provided
c. Total Revenue from
Volumetric Rates \$0
d. Total Revenue from Non-
Volumetric Charges, Fees and \$0
other Revenue Sources

B. Conservation Pricing Program Expenditures

	This Year	Next Year
1. Budgeted Expenditures	70000	0
2. Actual Expenditures	60000	

C. "At Least As Effective As"

1. Is your AGENCY implementing an "at least as
effective as" variant of this BMP? No

a. If YES, please explain in detail how your
implementation of this BMP differs from Exhibit 1 and why
you consider it to be "at least as effective as."

D. Comments

Revenue for irrigation and recycled water is lumped into
other revenue accounts and is not tracked separately. In
addition, readiness-to-serve charges are also lumped into
total revenue and cannot be broken out at this time.
Conservation pricing expenditures covered a full-scale
rate study.

Reported as of 10/12/05

BMP 12: Conservation Coordinator

Reporting Unit:

City of Ontario

BMP Form Status:

100% Complete

Year:

2003**A. Implementation**

1. Does your Agency have a conservation coordinator? yes
2. Is this a full-time position? no
3. If no, is the coordinator supplied by another agency with which you cooperate in a regional conservation program ? yes
4. Partner agency's name: Inland Empire Utilities Agency
5. If your agency supplies the conservation coordinator:
 - a. What percent is this conservation coordinator's position? 30%
 - b. Coordinator's Name Rosemarie Chora
 - c. Coordinator's Title Water Quality Specialist
 - d. Coordinator's Experience and Number of Years Water quality and supply/4 years
 - e. Date Coordinator's position was created (mm/dd/yyyy) 01/01/2000
6. Number of conservation staff, including Conservation Coordinator. 3

B. Conservation Staff Program Expenditures

	This Year	Next Year
1. Budgeted Expenditures	32000	35000
2. Actual Expenditures	31235	

C. "At Least As Effective As"

1. Is your AGENCY implementing an "at least as effective as" variant of this BMP? yes
 - a. If YES, please explain in detail how your implementation of this BMP differs from Exhibit 1 and why you consider it to be "at least as effective as."

Conservation activities are managed by the Environmental Programs Manager with primary responsibility to implement by the Water Quality Specialist. These positions are additionally supported by many other in-house and wholesaler staff members in order to implement the BMPs. The City is also an active participant in 2 regional conservation groups which pool resources to implement conservation programs. these groups are WEWAC and the IEUA Conservation Committee.

D. Comments

Reported as of 10/12/05

BMP 13: Water Waste Prohibition

Reporting Unit:

BMP Form Status:

Year:

City of Ontario**100% Complete****2003****A. Requirements for Documenting BMP Implementation**

1. Is a water waste prohibition ordinance in effect in your service area? no

a. If YES, describe the ordinance:

2. Is a copy of the most current ordinance(s) on file with CUWCC? no

a. List local jurisdictions in your service area in the first text box and water waste ordinance citations in each jurisdiction in the second text box:

City of Ontario

none at this time

B. Implementation

1. Indicate which of the water uses listed below are prohibited by your agency or service area.

a. Gutter flooding no

b. Single-pass cooling systems for new connections no

c. Non-recirculating systems in all new conveyor or car wash systems no

d. Non-recirculating systems in all new commercial laundry systems no

e. Non-recirculating systems in all new decorative fountains no

f. Other, please name no

2. Describe measures that prohibit water uses listed above:

none at this time

Water Softeners:

3. Indicate which of the following measures your agency has supported in developing state law:

a. Allow the sale of more efficient, demand-initiated regenerating DIR models. no

b. Develop minimum appliance efficiency standards that:

i.) Increase the regeneration efficiency standard to at least 3,350 grains of hardness removed per pound of common salt used. no

ii.) Implement an identified maximum number of gallons discharged per gallon of soft water produced. no

c. Allow local agencies, including municipalities and special districts, to set more stringent standards and/or to ban on-site regeneration of water softeners if it is demonstrated and found by the yes

agency governing board that there is an adverse effect on the reclaimed water or groundwater supply.

4. Does your agency include water softener checks in home water audit programs? no

5. Does your agency include information about DIR and exchange-type water softeners in educational efforts to encourage replacement of less efficient timer models? no

C. Water Waste Prohibition Program Expenditures

	This Year	Next Year
1. Budgeted Expenditures	0	0
2. Actual Expenditures	0	

D. "At Least As Effective As"

1. Is your AGENCY implementing an "at least as effective as" variant of this BMP? no

a. If YES, please explain in detail how your implementation of this BMP differs from Exhibit 1 and why you consider it to be "at least as effective as."

E. Comments

Water treatment devices (softeners) are limited to one cubic foot in size. Comm/Ind. users needing unit larger than this are prohibited from installation and must use and exchange service. Ontario is an active partner in the Inland Empire Utilities Agency salinity study which is looking at salinity from residential. If acceptable, this report will be used to move forward prohibition of "time controlled" regenerable softeners.

Reported as of 10/12/05

BMP 14: Residential ULFT Replacement Programs

Reporting Unit:
City of Ontario

BMP Form Status: **100% Complete** Year: **2003**

A. Implementation

	Single-Family Accounts	Multi-Family Units
1. Does your Agency have program(s) for replacing high-water-using toilets with ultra-low flush toilets?	yes	yes
Number of Toilets Replaced by Agency Program During Report Year		
Replacement Method	SF Accounts	MF Units
2. Rebate	0	0
3. Direct Install	0	0
4. CBO Distribution	852	284
5. Other	0	0
<hr/>		
Total	852	284

6. Describe your agency's ULFT program for single-family residences.

ULFT Exchange events are hosted twice per year at the City's public works yard. Advertising is done through local newspapers and within the water bills. Toilets are given to Ontario water customers. Customers are required to install and return old toilet within 2 weeks on a predetermined exchange date. Random inspections are done to ensure installation at the address provided by the customer.

7. Describe your agency's ULFT program for multi-family residences.

None existing presently that specifically target multi-family residences. It is believed that a number of residences will obtain toilets through the regional events.

8. Is a toilet retrofit on resale ordinance in effect for your service area? no

9. List local jurisdictions in your service area in the left box and ordinance citations in each jurisdiction in the right box:

City of Ontario

None at this time.

B. Residential ULFT Program Expenditures

	This Year	Next Year
1. Budgeted Expenditures	20000	20000

2. Actual Expenditures 17920

C. "At Least As Effective As"

1. Is your AGENCY implementing an "at least as effective as" variant of this BMP? no

a. If YES, please explain in detail how your implementation of this BMP differs from Exhibit 1 and why you consider it to be "at least as effective as."

D. Comments

Actual costs associated with the toilets should be reflected in reporting from the wholesale agency. Costs reported above reflect staff time to distribute and accept returned toilets. Toilet numbers reported above include toilets distributed at regional events and also through rebate programs.

Reported as of 10/12/05

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Water Supply & Reuse

Reporting Unit:

City of Ontario

Year:

2004

Water Supply Source Information

Supply Source Name	Quantity (AF) Supplied	Supply Type
Well No.3	734.69	Groundwater
Well No.4	13.31	Groundwater
Well No.9	31.05	Groundwater
Well No.11	2116.59	Groundwater
Well No.15	0	Groundwater
Well No.16	714.66	Groundwater
Well No.17	1839.15	Groundwater
Well No.24	1047.31	Groundwater
Well No.25	1289.23	Groundwater
Well No.26	158.22	Groundwater
Well No.27	1073.83	Groundwater
Well No.29	3320.32	Groundwater
Well No.30	0	Groundwater
Well No.31	4009.64	Groundwater
Well No.34	2216.4	Groundwater
Well No.35	1263.48	Groundwater
Well No.36	1846.46	Groundwater
Well No.37	2516.79	Groundwater
Well No.38	1390.12	Groundwater
Well No.39	3293.8	Groundwater
State Proj/MWD	15938.05	Imported
Well No. 40	0	Groundwater
Well No. 41	0	Groundwater
Well No. 20	338.89	Groundwater

Total AF: 45151.99

Reported as of 10/12/05

Accounts & Water Use

Reporting Unit Name:
City of Ontario

Submitted to
CUWCC
12/10/2004

Year:
2004

A. Service Area Population Information:

1. Total service area population 167000

B. Number of Accounts and Water Deliveries (AF)

Type	Metered		Unmetered	
	No. of Accounts	Water Deliveries (AF)	No. of Accounts	Water Deliveries (AF)
1. Single-Family	25648	17875	0	0
2. Multi-Family	2042	6621	0	0
3. Commercial	2758	8262	0	0
4. Industrial	345	2234	0	0
5. Institutional	333	1353	0	0
6. Dedicated Irrigation	1000	6402	0	0
7. Recycled Water	2	69	0	0
8. Other	0	0	0	0
9. Unaccounted	NA	5	NA	0
Total	32128	42821	0	0

Metered

Unmetered

Reported as of 10/12/05

BMP 01: Water Survey Programs for Single-Family and Multi-Family Residential Customers

Reporting Unit:	BMP Form	Year:
City of Ontario	Status:	2004
	100% Complete	

A. Implementation

- | | |
|---|------------|
| 1. Based on your signed MOU date, 12/11/2002, your Agency STRATEGY DUE DATE is: | 12/10/2004 |
| 2. Has your agency developed and implemented a targeting/ marketing strategy for SINGLE-FAMILY residential water use surveys? | no |
| a. If YES, when was it implemented? | |
| 3. Has your agency developed and implemented a targeting/ marketing strategy for MULTI-FAMILY residential water use surveys? | no |
| a. If YES, when was it implemented? | |

B. Water Survey Data

Survey Counts:	Single Family Accounts	Multi-Family Units
1. Number of surveys offered:	0	0
2. Number of surveys completed:	0	0

Indoor Survey:

- | | | |
|---|----|----|
| 3. Check for leaks, including toilets, faucets and meter checks | no | no |
| 4. Check showerhead flow rates, aerator flow rates, and offer to replace or recommend replacement, if necessary | no | no |
| 5. Check toilet flow rates and offer to install or recommend installation of displacement device or direct customer to ULFT replacement program, as necessary; replace leaking toilet flapper, as necessary | no | no |

Outdoor Survey:

- | | | |
|---|----|------|
| 6. Check irrigation system and timers | no | no |
| 7. Review or develop customer irrigation schedule | no | no |
| 8. Measure landscaped area (Recommended but not required for surveys) | no | no |
| 9. Measure total irrigable area (Recommended but not required for surveys) | no | no |
| 10. Which measurement method is typically used (Recommended but not required for surveys) | | None |
| 11. Were customers provided with | no | no |

no

None

0

0

No

10/12/2005

BMP 02: Residential Plumbing Retrofit

Reporting Unit:

BMP Form Status:

Year:

City of Ontario**100% Complete****2004****A. Implementation**

1. Is there an enforceable ordinance in effect in your service area requiring replacement of high-flow showerheads and other water use fixtures with their low-flow counterparts? no

a. If YES, list local jurisdictions in your service area and code or ordinance in each:

2. Has your agency satisfied the 75% saturation requirement for single-family housing units? no

3. Estimated percent of single-family households with low-flow showerheads: 2.7%

4. Has your agency satisfied the 75% saturation requirement for multi-family housing units? no

5. Estimated percent of multi-family households with low-flow showerheads: 11.6%

6. If YES to 2 OR 4 above, please describe how saturation was determined, including the dates and results of any survey research.

B. Low-Flow Device Distribution Information

1. Has your agency developed a targeting/ marketing strategy for distributing low-flow devices? yes

a. If YES, when did your agency begin implementing this strategy? 1/1/2002

b. Describe your targeting/ marketing strategy.

Low flow showerheads are distributed at water quality/water conservation fair booths, during in-home water quality site visits and by customer service staff conducting routine fieldwork.

Low-Flow Devices Distributed/ Installed	SF Accounts	MF Units
--	-------------	----------

2. Number of low-flow showerheads distributed:	375	125
--	-----	-----

3. Number of toilet-displacement devices distributed:	0	0
---	---	---

4. Number of toilet flappers distributed:	0	0
---	---	---

5. Number of faucet aerators distributed:	375	125
---	-----	-----

6. Does your agency track the distribution and cost of low-flow devices? no

a. If YES, in what format are low-flow devices tracked?

b. If yes, describe your tracking and distribution system :

C. Low-Flow Device Distribution Expenditures

	This Year	Next Year
1. Budgeted Expenditures	2000	4000
2. Actual Expenditures	2395	

D. "At Least As Effective As"

1. Is your AGENCY implementing an "at least as effective as" variant of this BMP? No

a. If YES, please explain in detail how your implementation of this BMP differs from Exhibit 1 and why you consider it to be "at least as effective as."

E. Comments

We will begin to track where these devices are being distributed in an effort to comply better with this BMP.

Reported as of 10/12/05

BMP 03: System Water Audits, Leak Detection and Repair

Reporting Unit:
City of Ontario

BMP Form Status:
100% Complete

Year:
2004

A. Implementation

1. Has your agency completed a pre-screening system audit for this reporting year? yes
2. If YES, enter the values (AF/Year) used to calculate verifiable use as a percent of total production:
 - a. Determine metered sales (AF) 42821
 - b. Determine other system verifiable uses (AF) 25
 - c. Determine total supply into the system (AF) 45151.99
 - d. Using the numbers above, if (Metered Sales + Other Verifiable Uses) / Total Supply is < 0.9 then a full-scale system audit is required. 0.95
3. Does your agency keep necessary data on file to verify the values used to calculate verifiable uses as a percent of total production? yes
4. Did your agency complete a full-scale audit during this report year? no
5. Does your agency maintain in-house records of audit results or the completed AWWA audit worksheets for the completed audit? yes
6. Does your agency operate a system leak detection program? yes

a. If yes, describe the leak detection program:

Leaks are reported by Ontario Utilities employees and other Public Works employees working in the field who may observe leaks while reading meters, working on service lines or conducting misc. work within the City. Leaks are also reported directly by the customer. In addition, field crews investigate below ground leaks. Based on the leak percentage this year, we will slowly begin an active leak program.

B. Survey Data

1. Total number of miles of distribution system line. 531
2. Number of miles of distribution system line surveyed. 0

C. System Audit / Leak Detection Program Expenditures

	This Year	Next Year
1. Budgeted Expenditures	20000	20000
2. Actual Expenditures	13000	

D. "At Least As Effective As"

1. Is your AGENCY implementing an "at least as effective as" variant of this BMP? No

- a. If YES, please explain in detail how your implementation of this BMP differs from Exhibit 1 and why you consider it to be "at least as effective as."

E. Comments

Reported as of 10/12/05

BMP 04: Metering with Commodity Rates for all New Connections and Retrofit of Existing

Reporting Unit:
City of Ontario

BMP Form Status:
100% Complete

Year:
2004

A. Implementation

1. Does your agency require meters for all new connections and bill by volume-of-use? yes
2. Does your agency have a program for retrofitting existing unmetered connections and bill by volume-of-use? no
 - a. If YES, when was the plan to retrofit and bill by volume-of-use existing unmetered connections completed?
 - b. Describe the program:

Not needed, all services are metered.
3. Number of previously unmetered accounts fitted with meters during report year. 0

B. Feasibility Study

1. Has your agency conducted a feasibility study to assess the merits of a program to provide incentives to switch mixed-use accounts to dedicated landscape meters? no
 - a. If YES, when was the feasibility study conducted? (mm/dd/yy)
 - b. Describe the feasibility study:
2. Number of CII accounts with mixed-use meters. 0
3. Number of CII accounts with mixed-use meters retrofitted with dedicated irrigation meters during reporting period. 0

C. Meter Retrofit Program Expenditures

	This Year	Next Year
1. Budgeted Expenditures	0	0
2. Actual Expenditures	0	

D. "At Least As Effective As"

1. Is your AGENCY implementing an "at least as effective as" variant of this BMP? No
 - a. If YES, please explain in detail how your implementation of this BMP differs from Exhibit 1 and why you consider it to be "at least as effective as."

E. Comments

The number of CII accounts with mix-used meters is unknown at this time. The zero number reported above may not be an accurate reflection of the zero number reported above.

Reported as of 10/12/05

BMP 05: Large Landscape Conservation Programs and Incentives

Reporting Unit:
City of Ontario

BMP Form Status:
100% Complete

Year:
2004

A. Water Use Budgets

- | | |
|--|-----|
| 1. Number of Dedicated Irrigation Meter Accounts: | 890 |
| 2. Number of Dedicated Irrigation Meter Accounts with Water Budgets: | 0 |
| 3. Budgeted Use for Irrigation Meter Accounts with Water Budgets (AF): | 0 |
| 4. Actual Use for Irrigation Meter Accounts with Water Budgets (AF): | 0 |
| 5. Does your agency provide water use notices to accounts with budgets each billing cycle? | no |

B. Landscape Surveys

- | | |
|--|----|
| 1. Has your agency developed a marketing / targeting strategy for landscape surveys? | no |
| a. If YES, when did your agency begin implementing this strategy? | |
| b. Description of marketing / targeting strategy: | |
| 2. Number of Surveys Offered. | 0 |
| 3. Number of Surveys Completed. | 0 |
| 4. Indicate which of the following Landscape Elements are part of your survey: | |
| a. Irrigation System Check | no |
| b. Distribution Uniformity Analysis | no |
| c. Review / Develop Irrigation Schedules | no |
| d. Measure Landscape Area | no |
| e. Measure Total Irrigable Area | no |
| f. Provide Customer Report / Information | no |
| 5. Do you track survey offers and results? | no |
| 6. Does your agency provide follow-up surveys for previously completed surveys? | no |
| a. If YES, describe below: | |

C. Other BMP 5 Actions

- | | |
|--|----|
| 1. An agency can provide mixed-use accounts with ETo-based landscape budgets in lieu of a large landscape survey program.
Does your agency provide mixed-use accounts with landscape budgets? | no |
| 2. Number of CII mixed-use accounts with landscape budgets. | 0 |

3. Do you offer landscape irrigation training? yes

4. Does your agency offer financial incentives to improve landscape water use efficiency? no

Type of Financial Incentive:	Budget (Dollars/Year)	Number Awarded to Customers	Total Amount Awarded
a. Rebates	0	0	0
b. Loans	0	0	0
c. Grants	0	0	0

5. Do you provide landscape water use efficiency information to new customers and customers changing services? No

a. If YES, describe below:

6. Do you have irrigated landscaping at your facilities? yes

a. If yes, is it water-efficient? no

b. If yes, does it have dedicated irrigation metering? yes

7. Do you provide customer notices at the start of the irrigation season? no

8. Do you provide customer notices at the end of the irrigation season? no

D. Landscape Conservation Program Expenditures

	This Year	Next Year
1. Budgeted Expenditures	0	0
2. Actual Expenditures	0	

E. "At Least As Effective As"

1. Is your AGENCY implementing an "at least as effective as" variant of this BMP? No

a. If YES, please explain in detail how your implementation of this BMP differs from Exhibit 1 and why you consider it to be "at least as effective as."

F. Comments

We began a pilot program in FY 04/05 which fulfills this BMP. If the pilot proves to be successful, a large full-scale program will be implemented. Though no budget is reflected, this program is funded through monies contributed by the City of Ontario to the Inland Empire Utilities Agency (our wholesaler) as a surcharge on imported water purchases. Monies are distributed among regional agencies.

Reported as of 10/12/05

BMP 06: High-Efficiency Washing Machine Rebate Programs

Reporting Unit:
City of Ontario

BMP Form Status: **100% Complete** Year: **2004**

A. Implementation

1. Do any energy service providers or waste water utilities in your service area offer rebates for high-efficiency washers? yes

a. If YES, describe the offerings and incentives as well as who the energy/waste water utility provider is.

Rebates are available through Inland Empire Utilities Agency in coordination with the Metropolitan Water District. The rebate is \$100. The City does not offer a rebate in addition to the IEUA/MWD rebate.

2. Does your agency offer rebates for high-efficiency washers? no

3. What is the level of the rebate? 0

4. Number of rebates awarded. 51

B. Rebate Program Expenditures

	This Year	Next Year
1. Budgeted Expenditures	0	0
2. Actual Expenditures	0	

C. "At Least As Effective As"

1. Is your AGENCY implementing an "at least as effective as" variant of this BMP? no

a. If YES, please explain in detail how your implementation of this BMP differs from Exhibit 1 and why you consider it to be "at least as effective as."

D. Comments

Budgeted and actual expenditures may be reflected through IEUA regional program expenditures for this program. This City pays into this program and monies and programs and administered regionally. \$282,500 is budgeted regionally for this program

Reported as of 10/12/05

BMP 07: Public Information Programs

Reporting Unit:

BMP Form Status:

Year:

City of Ontario**100% Complete****2004**

A. Implementation

1. Does your agency maintain an active public information program to promote and educate customers about water conservation? yes

a. If YES, describe the program and how it's organized.

Conservation information is distributed in a variety of ways. Conservation information is found prominently in our water quality reports and quarterly newsletter. Conservation topics are discussed with residents on an individual and group level. Various literature is targeted to various age levels.

2. Indicate which and how many of the following activities are included in your public information program.

Public Information Program Activity	Yes/No	Number of Events
a. Paid Advertising	yes	3
b. Public Service Announcement	yes	2
c. Bill Inserts / Newsletters / Brochures	yes	2
d. Bill showing water usage in comparison to previous year's usage	no	
e. Demonstration Gardens	yes	2
f. Special Events, Media Events	yes	2
g. Speaker's Bureau	yes	10
h. Program to coordinate with other government agencies, industry and public interest groups and media	yes	

B. Conservation Information Program Expenditures

	This Year Next Year	
1. Budgeted Expenditures	5000	5000
2. Actual Expenditures	5023	

C. "At Least As Effective As"

1. Is your AGENCY implementing an "at least as effective as" variant of this BMP? No

a. If YES, please explain in detail how your implementation of this BMP differs from Exhibit 1 and why you consider it to be "at least as effective as."

D. Comments

A budgeted amount of \$1500 shown is paid to a regional conservation group called the Water Education and Water Awareness Committee whose purpose is to conduct public education on water conservation. Additionally, budgeted

expenditures reflect Ontario staff time to implement the
WEWAC awareness programs.

Reported as of 10/12/05

BMP 08: School Education Programs

Reporting Unit:

BMP Form Status:

Year:

City of Ontario**100% Complete****2004****A. Implementation**

1. Has your agency implemented a school information program to promote water conservation? yes

2. Please provide information on your school programs (by grade level):

Grade	Are grade-appropriate materials distributed?	No. of class presentations	No. of students reached	No. of teachers' workshops
Grades K-3rd	yes	0	0	0
Grades 4th-6th	yes	39	796	0
Grades 7th-8th	yes	0	0	0
High School	yes	0	0	0

3. Did your Agency's materials meet state education framework requirements? yes

4. When did your Agency begin implementing this program? 01/01/2003

B. School Education Program Expenditures

	This Year	Next Year
1. Budgeted Expenditures	0	0
2. Actual Expenditures	0	

C. "At Least As Effective As"

1. Is your AGENCY implementing an "at least as effective as" variant of this BMP? No

a. If YES, please explain in detail how your implementation of this BMP differs from Exhibit 1 and why you consider it to be "at least as effective as."

D. Comments

Budgeted expenditures will be reflected on the wholesale agency report

Reported as of 10/12/05

BMP 09: Conservation Programs for CII Accounts

Reporting Unit:
City of Ontario

BMP Form Status:
100% Complete

Year:
2004

A. Implementation

1. Has your agency identified and ranked COMMERCIAL customers according to use? no
2. Has your agency identified and ranked INDUSTRIAL customers according to use? yes
3. Has your agency identified and ranked INSTITUTIONAL customers according to use? yes

Option A: CII Water Use Survey and Customer Incentives Program

4. Is your agency operating a CII water use survey and customer incentives program for the purpose of complying with BMP 9 under this option? yes

CII Surveys	Commercial Accounts	Industrial Accounts	Institutional Accounts
a. Number of New Surveys Offered	0	0	0
b. Number of New Surveys Completed	0	0	0
c. Number of Site Follow-ups of Previous Surveys (within 1 yr)	0	0	0
d. Number of Phone Follow-ups of Previous Surveys (within 1 yr)	0	0	0

CII Survey Components	Commercial Accounts	Industrial Accounts	Institutional Accounts
e. Site Visit	no	no	no
f. Evaluation of all water-using apparatus and processes	no	no	no
g. Customer report identifying recommended efficiency measures, paybacks and agency incentives	no	no	no

Agency CII Customer Incentives	Budget (\$/Year)	No. Awarded to Customers	Total \$ Amount Awarded
h. Rebates	0	197	22220

i. Loans	0	0	0
j. Grants	0	0	0
k. Others	0	0	0

Option B: CII Conservation Program Targets

5. Does your agency track CII program interventions and water savings for the purpose of complying with BMP 9 under this option?	yes
6. Does your agency document and maintain records on how savings were realized and the method of calculation for estimated savings?	yes
7. Estimated annual savings (AF/yr) from site-verified actions taken by agency since 1991.	1.3
8. Estimated annual savings (AF/yr) from non-site-verified actions taken by agency since 1991.	11.7

B. Conservation Program Expenditures for CII Accounts

	This Year	Next Year
1. Budgeted Expenditures	0	0
2. Actual Expenditures	27262.5	

C. "At Least As Effective As"

1. Is your AGENCY implementing an "at least as effective as" variant of this BMP?	No
a. If YES, please explain in detail how your implementation of this BMP differs from Exhibit 1 and why you consider it to be "at least as effective as."	

D. Comments

Budgeted expenditures should be reflected on the wholesale agency report.

Reported as of 10/12/05

BMP 09a: CII ULFT Water Savings

Reporting Unit:

BMP Form Status:

Year:

City of Ontario**100% Complete****2004**

1. Did your agency implement a CII ULFT replacement program in the reporting year? Yes
- If No, please explain why on Line B.
- 10.

A. Targeting and Marketing

1. What basis does your agency use to target customers for participation in this program? Check all that apply. CII Sector or subsector
CII ULFT Study subsector targeting

a. Describe which method you found to be the most effective overall, and which was the most effective per dollar expended.

We found CII sectors and sub sectors most effective because we were able to version our marketing efforts appropriately.

2. How does your agency advertise this program? Check all that apply.

Direct letter
Web page
Newsletter
Bill insert
Newspapers
Trade publications
Other print media
Trade shows and events
Telemarketing

a. Describe which method you found to be the most effective overall, and which was the most effective per dollar expended.

For the purposes of this program, Trade Allies have proven to be the most effective overall marketing tool, as well as the most effective per dollar expended. Trade Allies include plumbers, distributors, retail home improvement stores and product manufacturers.

B. Implementation

1. Does your agency keep and maintain customer participant information? (Read the Help information for a complete list of all the information for this BMP.) Yes
2. Would your agency be willing to share this information if the CUWCC did a study to evaluate the program on behalf of your agency? Yes
3. What is the total number of customer accounts participating in the program during the last year ? 2

CII Subsector	Number of Toilets Replaced			
	Standard Gravity Tank	Air Assisted	Valve Floor Mount	Valve Wall Mount
4.				
a. Offices	0	0	0	0
b. Retail / Wholesale	0	0	0	0
c. Hotels	137	0	0	0
d. Health	0	0	0	0
e. Industrial	0	0	0	0
f. Schools: K to 12	0	0	0	0
g. Eating	0	0	0	0
h. Govern- ment	0	0	0	0
i. Churches	0	0	0	0
j. Other	0	0	0	0
5. Program design.				Rebate or voucher
6. Does your agency use outside services to implement this program?				Yes
a. If yes, check all that apply.				Consultant
7. Participant tracking and follow-up.				Telephone Site Visit
8. Based on your program experience, please rank on a scale of 1 to 5, with 1 being the least frequent cause and 5 being the most frequent cause, the following reasons why customers refused to participate in the program.				
a. Disruption to business				1
b. Inadequate payback				3
c. Inadequate ULFT performance				2
d. Lack of funding				5
e. American's with Disabilities Act				0
f. Permitting				0
g. Other. Please describe in B. 9.				
9. Please describe general program acceptance/resistance by customers, obstacles to implementation, and other issues affecting program implementation or effectiveness.				

Customers are generally more willing to participate in the program if the cost of the retrofit is in balance with the amount of the rebate, and the projected water savings is significant. Resistance occurs if the out-of-pocket expense for the retrofit is too costly and the

rebate amount is too low.

10. Please provide a general assessment of the program for this reporting year. Did your program achieve its objectives? Were your targeting and marketing approaches effective? Were program costs in line with expectations and budgeting?

Either Metropolitan or its Agencies to provide this response.

C. Conservation Program Expenditures for CII ULFT

1. CII ULFT Program: Annual Budget & Expenditure Data

	Budgeted	Actual Expenditure
a. Labor	0	0
b. Materials	0	0
c. Marketing & Advertising	0	0
d. Administration & Overhead	0	0
e. Outside Services	0	0
f. Total	0	0

2. CII ULFT Program: Annual Cost Sharing

a. Wholesale agency contribution	8220
b. State agency contribution	0
c. Federal agency contribution	0
d. Other contribution	0
e. Total	8220

D. Comments

Reported as of 10/12/05

BMP 11: Conservation Pricing

Reporting Unit:
City of Ontario

BMP Form

Status:

100%
Complete

Year:

2004

A. Implementation

Rate Structure Data Volumetric Rates for Water Service by Customer Class

1. Residential

a. Water Rate Structure	Increasing Block
b. Sewer Rate Structure	Increasing Block
c. Total Revenue from Volumetric Rates	\$14266962
d. Total Revenue from Non-Volumetric Charges, Fees and other Revenue Sources	\$14266962

2. Commercial

a. Water Rate Structure	Increasing Block
b. Sewer Rate Structure	Increasing Block
c. Total Revenue from Volumetric Rates	\$9652163
d. Total Revenue from Non-Volumetric Charges, Fees and other Revenue Sources	\$9652163

3. Industrial

a. Water Rate Structure	Increasing Block
b. Sewer Rate Structure	Increasing Block
c. Total Revenue from Volumetric Rates	\$1454459
d. Total Revenue from Non-Volumetric Charges, Fees and other Revenue Sources	\$1454459

4. Institutional / Government

a. Water Rate Structure	Increasing Block
b. Sewer Rate Structure	Increasing Block
c. Total Revenue from Volumetric Rates	\$750286
d. Total Revenue from Non-Volumetric Charges, Fees and other Revenue Sources	\$750286

5. Irrigation

a. Water Rate Structure	Increasing Block
b. Sewer Rate Structure	Service Not Provided
c. Total Revenue from Volumetric Rates	\$0
d. Total Revenue from Non-	

Volumetric Charges, Fees and
other Revenue Sources \$0

6. Other

a. Water Rate Structure Decreasing Block
b. Sewer Rate Structure Service Not Provided
c. Total Revenue from Volumetric Rates \$0
d. Total Revenue from Non-Volumetric Charges, Fees and other Revenue Sources \$0

B. Conservation Pricing Program Expenditures

	This Year	Next Year
1. Budgeted Expenditures	0	0
2. Actual Expenditures	0	

C. "At Least As Effective As"

1. Is your AGENCY implementing an "at least as effective as" variant of this BMP? No

a. If YES, please explain in detail how your implementation of this BMP differs from Exhibit 1 and why you consider it to be "at least as effective as."

D. Comments

See note from previous year for revenue explanations.
#6-other reflects recycled water.

Reported as of 10/12/05

BMP 12: Conservation Coordinator

Reporting Unit:
City of Ontario

BMP Form Status:
100% Complete

Year:
2004

A. Implementation

1. Does your Agency have a conservation coordinator? yes
2. Is this a full-time position? no
3. If no, is the coordinator supplied by another agency with which you cooperate in a regional conservation program ? yes
4. Partner agency's name: Inland Empire Utilities Agency
5. If your agency supplies the conservation coordinator:
 - a. What percent is this conservation coordinator's position? 30%
 - b. Coordinator's Name Rosemarie Chora
 - c. Coordinator's Title Water Quality Specialist
 - d. Coordinator's Experience and Number of Years Water quality and supply/5 years
 - e. Date Coordinator's position was created (mm/dd/yyyy) 01/01/2000
6. Number of conservation staff, including Conservation Coordinator. 3

B. Conservation Staff Program Expenditures

	This Year	Next Year
1. Budgeted Expenditures	35000	35000
2. Actual Expenditures	32059	

C. "At Least As Effective As"

1. Is your AGENCY implementing an "at least as effective as" variant of this BMP? yes
 - a. If YES, please explain in detail how your implementation of this BMP differs from Exhibit 1 and why you consider it to be "at least as effective as."

Conservation activities are managed by the Environmental Programs Manager with primary responsibility to implement by the Water Quality Specialist. These positions are additionally supported by many other in-house and wholesaler staff members in order to implement the BMPs. The City is also an active participant in 2 regional conservation groups which pool resources to implement conservation programs. these groups are WEWAC and the IEUA Conservation Committee.

D. Comments

Reported as of 10/12/05

BMP 13: Water Waste Prohibition

Reporting Unit:

BMP Form Status:

Year:

City of Ontario**100% Complete****2004****A. Requirements for Documenting BMP Implementation**

1. Is a water waste prohibition ordinance in effect in your service area? no

a. If YES, describe the ordinance:

2. Is a copy of the most current ordinance(s) on file with CUWCC? no

a. List local jurisdictions in your service area in the first text box and water waste ordinance citations in each jurisdiction in the second text box:

City of Ontario

none at this time

B. Implementation

1. Indicate which of the water uses listed below are prohibited by your agency or service area.

a. Gutter flooding no

b. Single-pass cooling systems for new connections no

c. Non-recirculating systems in all new conveyor or car wash systems no

d. Non-recirculating systems in all new commercial laundry systems no

e. Non-recirculating systems in all new decorative fountains no

f. Other, please name no

2. Describe measures that prohibit water uses listed above:

none at this time

Water Softeners:

3. Indicate which of the following measures your agency has supported in developing state law:

a. Allow the sale of more efficient, demand-initiated regenerating DIR models. no

b. Develop minimum appliance efficiency standards that:

i.) Increase the regeneration efficiency standard to at least 3,350 grains of hardness removed per pound of common salt used. no

ii.) Implement an identified maximum number of gallons discharged per gallon of soft water produced. no

c. Allow local agencies, including municipalities and special districts, to set more stringent standards and/or to ban on-site regeneration of water softeners if it is demonstrated and found by the yes

agency governing board that there is an adverse effect on the reclaimed water or groundwater supply.

4. Does your agency include water softener checks in home water audit programs? no

5. Does your agency include information about DIR and exchange-type water softeners in educational efforts to encourage replacement of less efficient timer models? no

C. Water Waste Prohibition Program Expenditures

	This Year	Next Year
1. Budgeted Expenditures	0	5000
2. Actual Expenditures	0	

D. "At Least As Effective As"

1. Is your AGENCY implementing an "at least as effective as" variant of this BMP? no

a. If YES, please explain in detail how your implementation of this BMP differs from Exhibit 1 and why you consider it to be "at least as effective as."

E. Comments

Water treatment devices (softeners) are limited to one cubic foot in size for commercial and industrial use. Comm/ind. users that need larger units are prohibited by ordinance from installation and must use an off-site exchange and regeneration service. Ontario is continuing to be an active partner in the Inland Empire Utilities Agency salinity study which is looking at salinity generation from residential sources. If acceptable, this report will be used to move forward with prohibiting "time controlled" regenerable softeners.

Reported as of 10/12/05

BMP 14: Residential ULFT Replacement Programs

Reporting Unit:
City of Ontario

BMP Form Status: Year:
100% Complete 2004

A. Implementation

	Single-Family Accounts	Multi-Family Units
1. Does your Agency have program(s) for replacing high-water-using toilets with ultra-low flush toilets?	yes	yes
Number of Toilets Replaced by Agency Program During Report Year		
Replacement Method	SF Accounts	MF Units
2. Rebate	103	34
3. Direct Install	0	0
4. CBO Distribution	362	121
5. Other	0	0
Total	465	155

6. Describe your agency's ULFT program for single-family residences.

The City continued to host ULFT Exchange events twice per year at the Public Works Yard. Ontario customers were also able to obtain toilets at an Inland Empire Utilities Agency regional toilet exchange event. See note for 02/03 for program implementation.

7. Describe your agency's ULFT program for multi-family residences.

None existing presently.

8. Is a toilet retrofit on resale ordinance in effect for your service area? no

9. List local jurisdictions in your service area in the left box and ordinance citations in each jurisdiction in the right box:

City of Ontario

None at this time.

B. Residential ULFT Program Expenditures

	This Year	Next Year
1. Budgeted Expenditures	20000	20000
2. Actual Expenditures	18300	

C. "At Least As Effective As"

1. Is your AGENCY implementing an "at least as no

effective as" variant of this BMP?

a. If YES, please explain in detail how your implementation of this BMP differs from Exhibit 1 and why you consider it to be "at least as effective as."

D. Comments

See note for 02/03

Reported as of 10/12/05

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Appendix D

Water Conservation Details

This Appendix includes the following information:

- Estimated Water Conservation Savings 2004/2005
- Water Conservation Strategy 2006 - 2010

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Estimated Water Conservation Savings by end of FY 2004/2005 (Existing BMPs)

Best Management Practices	Number of BMPs				BMP Savings	
	Pre 2002 - 2003	FY 02 - 03	2004	Total by the end of 2004	acre-ft/year per unit	Total (acre-ft/year)
(1) Water Survey Programs for Single-Family and Multi-Family Residential Customers	0	0	0	0	residential surveys	
(2) Residential Plumbing Retrofit - Single Family Residential	0	750	750	1,500	showersheads	14
(2) Residential Plumbing Retrofit - Multi Family Residential		250	250	500	showersheads	5
(3) System Water Audits, Leak Detection and Repair	yes	yes	yes	0	audit ⁽¹⁾	
(4) Metering with Commodity Rates for all New Connections and Retrofit of Existing	none	none	none	0	unmetered accounts	
(5) Large Landscape Conservation Programs and Incentives	none	none	none	0	landscape meters surveyed	
(6) High-Efficiency Washing Clothes Machine (HECW) Rebate Programs	189	226	274	689	washing machine rebates	31
Pool Covers	29	28	30	87	pool cover rebates	5
(7) Public Information Programs	0	11	21	32	events	
(8) School Education Programs	0	799	796	1,595	students	
(9) Conservation Programs for CII accounts	0	14	197	211	CII rebates	
CII ULF Toilets	50	0	137	187	toilet rebates	11
unaccounted CII Rebates	0	2	1	3	Other rebates	
CII Surveys	0	0	18	18	surveys	
High Efficiency Clothes Washers (HECW)	18		51	69	Washer rebates	8
Cooling Tower Conductivity Controllers (CTCC)	6	2	1	9	Cooling Tower Rebates	20
Waterbrooms	0	10	7	17	Waterbroom rebates	3
Performance Target savings	0	2	4	6	acre-ft/year	6
Conservation Program Targets	0	6.5	13	20	acre-ft/year	20
(10) Wholesale pricing	N/A	N/A	N/A	0	wholesale pricing	
(11) Conservation Pricing	yes	yes	yes	0	increasing price block	
(12) Conservation Coordinator	1	0	0	1	coordinator	
(13) Water Waste Prohibition	0	0	0	0	water waste ordinance	
(14) Residential ULFT Replacement Program	0	1136	620	1,756	residential ULFT rebates ⁽²⁾	54
Total Estimated Savings	n/a	n/a	n/a	6,700	n/a	177

Note: Savings of BMPs with grey cells are assumed to be zero, as the impact of these can not be quantified.

(1) Audit determined that waterloss is less than 10 percent no further actions required.

(2) For 2003 year 852 SFR rebates and 284 MFR rebates and for 2004 year 465 SFR rebates and 155 MFR rebates.

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Water Conservation Strategy 2006-2010

Best Management Practice	Historical		BMP Requirements per MOU				Additional BMP Activities				Units		Savings (AFY/unit)	Estimated Savings (acre-ft/year)				
	Pre FY 04-05	FY 05-06	FY 06-07	FY 07-08	FY 08-09	FY 09-10	FY 05-06	FY 06-07	FY 07-08	FY 08-09	FY 09-10	Unit		FY 05-06	FY 06-07	FY 07-08	FY 08-09	FY 09-10
(1) Water Survey Programs		408	490	571	648	724						Surveys	0					
SFR Customs		31	37	43	49	55						Surveys	0					
MFR Customers		-	-	-	-	-						-	0					
(2) Residential Plumbing Retrofit - single family																		
SFR Customs	1,500	1,386	1,386	1,386	1,386	1,386	1,000	1,000	1,000	1,000	1,000	showerheads	0.01	37	60	83	106	129
MFR Customers	500	108	108	108	108	108	1,000	1,000	1,000	1,000	1,000	showerheads	0.01	15	26	37	47	58
(3) System Water Audits, Leak Detection and Repair												audits ⁽¹⁾	0					
(4) Metering with Commodity Rates for all New Connections and Retrofit of Existing Customers												unmetered accounts	0					
(5) Large Landscape Conservation Programs and Incentives												landscape meters surveyed	0.96	216	432	864	912	960
(6) High-Efficiency Washing Machine Rebate Programs	689						200	200	200	200	200	HECW rebates	0.046	41	50	59	68	77
Pool Cover Rebates	87											pool cover rebates	0.052	5	5	5	5	5
(7) Public Information Programs	32											events	0					
(8) School Education Programs	1,595											students	0					
(9) Conservation Programs for CII accounts		-	-	-	-	-	-	-	-	-	-	CII conservation	0					
Commercial surveys per account	11	28	47	67	92	117						Surveys	0					
Industrial surveys per account	3	4	7	10	14	17						Surveys	0					
Institutional surveys per account	4	3	6	8	11	14						Surveys	0					
Number of CII ULFT rebates	187						450	500	550	600	650	CII ULFT rebates	0.06	38	68	101	137	176
unknown rebates	3											unknown CII rebates	0					
High Efficiency Clothes Washers (HECW)	69						10	10	10	15	20	CII HECW rebate	0.12	9	11	12	14	16
Cooling Tower Conductivity Controllers (CTCC)	9						5	5	5	5	5	CTCC rebate	2.24	31	43	54	65	76
Waterbrooms	17											Waterbroom rebates	0.15	3	3	3	3	3
Performance Target savings	6											acre-ft/year		6	6	6	6	6
Conservation Program Targets	20											acre-ft/year		20	20	20	20	20
(11) Conservation Pricing												increasing price block	0					
(12) Conservation Coordinator												coordinator	0					
(13) Water Waste Prohibition												water waste ordinance	0					
(14) Residential ULFT Replacement Program	1,756						500	1,000	1,500	2,000	2,500	ULFT rebates	0.03	70	101	147	209	287
Residential ULFT rebates	137											residential ULFT rebates ⁽²⁾	0					
CBO Distribution	483											CBO distribution	0					
Total	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	Total		491	823	1,390	1,592	1,813

Note: Savings of BMP's with grey cells are assumed to be zero, as the impact of these can not be quantified.
(1) Audit determined that waterloss is less than 10 percent no further actions required.
(2) For 2003 year 862 SFR rebates and 284 MFR rebates and for 2004 year 465 SFR rebates and 155 MFR rebates.

Appendix E

Water Demand Projections by Year

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Water Demand Projections by Year

Demand Summary	2005	2006	2007	2008	2009	2010
1) Average Annual Demand	42,582	42,786	45,074	47,362	49,649	51,938
2) High Annual Demand	46,031	46,252	48,725	51,198	53,671	56,145
3) Sunkist Demand	1,470	1,470	1,470	1,470	1,470	1,470
4) Potable Normal Demand (1+3)	44,052	44,256	46,544	48,832	51,119	53,408
5) Potable High Demand (2+3)	47,501	47,722	50,195	52,668	55,141	57,615
6) Normal Year Recycled Water Demand	1,829	3,042	4,268	5,495	6,721	7,926
7) Dry Year Recycled Water Demand	2,181	3,627	5,089	6,551	8,013	9,449
8) Base Conservation*	-840	-1,199	-1,558	-1,917	-2,276	-2,635
9) Additional Conservation**	-4,750	-4,772	-5,019	-5,267	-5,514	-5,761
Normal Year Demand (1+3+6+8)	45,041	46,099	49,254	52,409	55,564	58,699
Single Dry Year Demand (2+3+7+8)	48,842	50,150	53,726	57,302	60,877	64,429
Multiple Dry Year Demand (2+3+7+8+9)	44,091	45,378	48,706	52,035	55,363	58,668

* Base Conservation includes passive and active conservation

** Additiona Conservation is 10 % * (2 + 3)

Demand Summary	2011	2012	2013	2014	2015
1) Average Annual Demand	52,810	53,681	54,553	55,425	56,297
2) High Annual Demand	57,087	58,030	58,972	59,914	60,857
3) Sunkist Demand	1,470	1,470	1,470	1,470	1,470
4) Potable Normal Demand (1+3)	54,280	55,151	56,023	56,895	57,767
5) Potable High Demand (2+3)	58,557	59,500	60,442	61,384	62,327
6) Normal Year Recycled Water	8,378	8,808	9,239	9,669	8,816
7) Dry Year Recycled Water	9,988	10,501	11,015	11,528	10,511
8) Base Conservation*	-2,907	-3,179	-3,450	-3,722	-3,994
9) Additional Conservation**	-5,856	-5,950	-6,044	-6,138	-6,233
Normal Year Demand (1+3+6+8)	59,750	60,781	61,812	62,842	62,589
Single Dry Year Demand (2+3+7+8)	65,638	66,822	68,006	69,190	68,843
Multiple Dry Year Demand (2+3+7+8+9)	59,783	60,872	61,962	63,052	62,611

* Base Conservation includes passive and active conservation

** Additiona Conservation is 10 % * (2 + 3)

Demand Summary	2016	2017	2018	2019	2020
1) Average Annual Demand	57,708	59,120	60,531	61,942	63,354
2) High Annual Demand	62,383	63,908	65,434	66,960	68,485
3) Sunkist Demand	1,470	1,470	1,470	1,470	1,470
4) Potable Normal Demand (1+3)	59,178	60,590	62,001	63,412	64,824
5) Potable High Demand (2+3)	63,853	65,378	66,904	68,430	69,955
6) Normal Year Recycled Water	10,259	10,417	10,576	10,734	11,761
7) Dry Year Recycled Water	12,230	12,420	12,609	12,798	14,022
8) Base Conservation*	-4,175	-4,356	-4,538	-4,719	-4,900
9) Additional Conservation**	-6,385	-6,538	-6,690	-6,843	-6,996
Normal Year Demand (1+3+6+8)	65,262	66,650	68,039	69,428	71,685
Single Dry Year Demand (2+3+7+8)	71,908	73,441	74,975	76,509	79,077
Multiple Dry Year Demand (2+3+7+8+9)	65,523	66,904	68,285	69,666	72,081

* Base Conservation includes passive and active conservation

** Additiona Conservation is 10 % * (2 + 3)

Demand Summary	2021	2022	2023	2024	2025
1) Average Annual Demand	64,765	66,177	67,588	68,999	70,411
2) High Annual Demand	70,011	71,537	73,063	74,588	76,114
3) Sunkist Demand	1,470	1,470	1,470	1,470	1,470
4) Potable Normal Demand (1+3)	66,235	67,647	69,058	70,469	71,881
5) Potable High Demand (2+3)	71,481	73,007	74,533	76,058	77,584
6) Normal Year Recycled Water	11,103	11,312	11,522	11,731	12,435
7) Dry Year Recycled Water	13,237	13,487	13,736	13,986	14,825
8) Base Conservation*	-5,150	-5,400	-5,649	-5,899	-6,149
9) Additional Conservation**	-7,148	-7,301	-7,453	-7,606	-7,758
Normal Year Demand (1+3+6+8)	72,188	73,559	74,930	76,301	78,167
Single Dry Year Demand (2+3+7+8)	79,568	81,094	82,620	84,145	86,260
Multiple Dry Year Demand (2+3+7+8+9)	72,420	73,793	75,166	76,540	78,502

* Base Conservation includes passive and active conservation

** Additiona Conservation is 10 % * (2 + 3)

Demand Summary	2026	2027	2028	2029	2030
1) Average Annual Demand	71,822	73,233	74,645	76,056	77,468
2) High Annual Demand	77,640	79,165	80,691	82,217	83,742
3) Sunkist Demand	1,470	1,470	1,470	1,470	1,470
4) Potable Normal Demand (1+3)	73,292	74,703	76,115	77,526	78,938
5) Potable High Demand (2+3)	79,110	80,635	82,161	83,687	85,212
6) Normal Year Recycled Water	12,430	12,918	13,407	13,895	14,492
7) Dry Year Recycled Water	14,819	15,401	15,984	16,566	17,278
8) Base Conservation*	-6,469	-6,788	-7,108	-7,427	-7,747
9) Additional Conservation**	-7,911	-8,064	-8,216	-8,369	-8,521
Normal Year Demand (1+3+6+8)	79,253	80,833	82,414	83,994	85,683
Single Dry Year Demand (2+3+7+8)	87,460	89,248	91,037	92,826	94,743
Multiple Dry Year Demand (2+3+7+8+9)	79,549	81,185	82,821	84,457	86,222

* Base Conservation includes passive and active conservation

** Additiona Conservation is 10 % * (2 + 3)

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Appendix F

Adoption Resolution

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RESOLUTION NO. 2005-126

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF ONTARIO, CALIFORNIA ADOPTING THE 2005
URBAN WATER MANAGEMENT PLAN**

WHEREAS, the California Legislature enacted Assembly Bill 797 (Water Code Section 10610 et seq., known as the Urban Water Management Planning Act) during the 1983-1984 Regular Session, and as amended subsequently, which mandates that every supplier providing water for municipal purposes to more than 3,000 customers or supplying more than 3,000 acre-feet of water annually prepare an Urban Water Management Plan; and

WHEREAS, the City of Ontario is a water supplier of more than 3,000 acre-feet annually; and

WHEREAS, the Plan is periodically reviewed at least once every five years; and

WHEREAS, the City of Ontario contracted with expert consultants, MWH Americas, to assist staff in completing the draft 2005 Urban Water Management Plan; and

WHEREAS, a public hearing was held by the City of Ontario City Council on December 20, 2005 to respond to public comments regarding on the draft Urban Water Management Plan .

NOW, THEREFORE, IT IS HEREBY RESOLVED as follows:

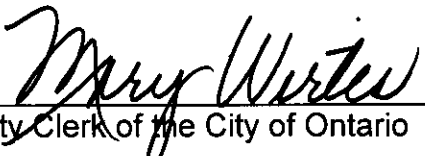
SECTION 1. The 2005 Urban Water Management Plan for the City of Ontario is hereby adopted.

SECTION 2. The Public Works/Community Services Director is hereby authorized to file three copies of the Plan with the State Department of Water Resources.

SECTION 3. The City Manager is hereby authorized and directed to implement the Water Programs as detailed in the adopted 2005 Urban Water Management Plan, including recommendations to the City Council regarding necessary procedures, rules, and regulations in an effort to carry out effective and equitable water programs.

SECTION 4. This Resolution shall take effect upon adoption.

I HEREBY CERTIFY, that the foregoing resolution was duly and regularly passed and adopted by the City Council of the City of Ontario, California, at a regular meeting thereof held on the 20th day of December, 2005.



City Clerk of the City of Ontario

APPENDIX B

**CITY OF ONTARIO'S
RESOLUTION 2005-126
DATED DECEMBER 20, 2005
ADOPTING THE
2005 URBAN WATER MANAGEMENT PLAN**

CITY OF ONTARIO

Agenda Report

December 20, 2005

SECTION: PUBLIC HEARINGS

SUBJECT: A PUBLIC HEARING TO RECEIVE AND RESPOND TO PUBLIC COMMENT ON THE DRAFT 2005 URBAN WATER MANAGEMENT PLAN AND ADOPT A RESOLUTION ADOPTING THE 2005 URBAN WATER MANAGEMENT PLAN

RECOMMENDATION: That the City Council:

1. Conduct a public hearing to receive and respond to Public Comment on the Report of the City's Draft 2005 Urban Water Management Plan (on file with Records Management); and
2. Adopt a Resolution Adopting the 2005 Urban Water Management Plan.

COUNCIL GOALS: Invest in the City's Infrastructure (Water, Streets, Sewers, Parks, Storm Drains and Public Facilities)

FISCAL IMPACT: No fiscal impact to the City. The water programs described in the Plan are consistent with existing water recycling, conservation and planning programs and activities in the Utilities Department and are included in the current rates and budget. The preparation of the Plan was included in FY2004-05 Water Fund Budget (\$75,000). This is a non-reimbursed State mandate.

BACKGROUND: The State Urban Water Management Planning Act (Water Code Section 10610 et. Seq.) mandates every urban water supplier providing water for municipal purposes to more than 3,000 customers or supplying more than 3,000 acre-feet of water annually (acre-ft/yr) to prepare and adopt an Urban Water Management Plan (UWMP). Requirements for preparation of an UWMP are set forth in California Water Code Sections 10610-10656 and specify long-term resource planning responsibilities to ensure adequate water supplies to meet existing and future demands for water.

The City currently has a State approved UWMP; however, State Law mandates each water supplier to update its UWMP every five years before December 31 in years ending in five and zero, and State requirements for preparing UWMP's have been amended. This draft 2005 UWMP has been prepared by staff and consultants (MWH Americas, pursuant to a professional services contract that was authorized by City Council on July 20, 2004) in accordance with State guidelines and requirements as amended. This report has been prepared in compliance with California Water Code, Division 6, Part 2.6.

STAFF MEMBER PRESENTING: Kenneth L. Jeske, Director of Public Works/Community Services

Prepared by: Mohamed El-Amamy
Department: PW/CSA - Utilities

Submitted to Council/O.R.A./O.H.A. 12/20/05

Approved: 12/20/05 dh

Continued to: _____

Denied: _____

City Manager
Approval:



RESOLUTION NO.
2005-126

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The UWMP is required to be adopted by the City Council and then approved by the State Department of Water Resources. Once approved, it will remain valid for the period from 2005 through 2010 at which time an update is mandated.

Pursuant to State requirements, an UWMP describes and evaluates sources of supply, reasonable and practical efficient water uses such as recycling and water demand management activities. It must evaluate capability to supply in drought periods as well as normal years. The draft 2005 UWMP satisfies the requirements and indicates that the City has planned for adequate supplies based on the City General Plan.

Although the State mandates the UWMP estimate forward for twenty years, 2005-2025, this update has been prepared to estimate forward for twenty-five years, 2005-2030. Additional State laws also mandate that prior to approval of a significant development, a Water Supply Assessment (WSA) must be completed demonstrating adequate water supply for a period of twenty years. A development specific WSA may rely on the UWMP, therefore by preparing a UWMP that covers an additional five years, future WSA's may reference and rely on the 2005 UWMP during the full five year period until 2010, when an update of the UWMP is required (State mandates do not make this timeline link between the two laws). This will save time and cost when preparing WSA's and will be a benefit and consistency to the development review process during the next five years.

Staff has also coordinated the City UWMP with UWMP's prepared by the Water Facilities Authority (an imported water treatment plant jointly owned by the City), the Chino Basin Desalter Authority (local water supply wells and treatment plants jointly owned by the City) and the Inland Empire Utilities Agency (the regional imported water wholesaler) for consistency. This provides a solid framework for water supply assessment and planning for the City.

RESOLUTION NO. 2005-126

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF ONTARIO, CALIFORNIA ADOPTING THE 2005
URBAN WATER MANAGEMENT PLAN**

WHEREAS, the California Legislature enacted Assembly Bill 797 (Water Code Section 10610 et seq., known as the Urban Water Management Planning Act) during the 1983-1984 Regular Session, and as amended subsequently, which mandates that every supplier providing water for municipal purposes to more than 3,000 customers or supplying more than 3,000 acre-feet of water annually prepare an Urban Water Management Plan; and

WHEREAS, the City of Ontario is a water supplier of more than 3,000 acre-feet annually; and

WHEREAS, the Plan is periodically reviewed at least once every five years; and

WHEREAS, the City of Ontario contracted with expert consultants, MWH Americas, to assist staff in completing the draft 2005 Urban Water Management Plan; and

WHEREAS, a public hearing was held by the City of Ontario City Council on December 20, 2005 to respond to public comments regarding on the draft Urban Water Management Plan .

NOW, THEREFORE, IT IS HEREBY RESOLVED as follows:

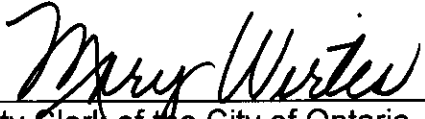
SECTION 1. The 2005 Urban Water Management Plan for the City of Ontario is hereby adopted.

SECTION 2. The Public Works/Community Services Director is hereby authorized to file three copies of the Plan with the State Department of Water Resources.

SECTION 3. The City Manager is hereby authorized and directed to implement the Water Programs as detailed in the adopted 2005 Urban Water Management Plan, including recommendations to the City Council regarding necessary procedures, rules, and regulations in an effort to carry out effective and equitable water programs.

SECTION 4. This Resolution shall take effect upon adoption.

I HEREBY CERTIFY, that the foregoing resolution was duly and regularly passed and adopted by the City Council of the City of Ontario, California, at a regular meeting thereof held on the 20th day of December, 2005.



City Clerk of the City of Ontario

APPENDIX C

**"LOCAL AGENCY AGREEMENT"
DATED APRIL 15, 2003
BY AND AMONG
INLAND EMPIRE UTILITIES AGENCY
AND
THE CITY OF ONTARIO**

LOCAL AGENCY AGREEMENT

Dated as of April 15, 2003

By and Among

INLAND EMPIRE UTILITIES AGENCY,

And

THE CITY OF ONTARIO

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EXHIBITS

Exhibit A	City of Ontario - Local Agency Facilities.....	A-1
Exhibit B	City of Ontario - Performance Target	B-1

LOCAL AGENCY AGREEMENT

This Agreement is entered into as of April 15th, 2003, by and among the Inland Empire Utilities Agency ("IEUA"), a municipal water district duly organized and existing under the laws of the State of California, and the City of Ontario, ("Local Agency"), a general law city, duly organized and validly existing under the laws of the State of California.

WITNESSETH:

WHEREAS, in March 2000, California voters approved Proposition 13 ("Prop. 13") authorizing the State of California to sell \$1.97 billion in general obligation bonds for water related projects throughout the State. The Governor's Budget Act for 2000, Chapter 52, Statutes of 2000, appropriated to the California Department of Water Resources ("DWR") local assistance grants for groundwater storage and supply reliability projects in the amount of \$161,544,000 by budget item 3860-01-6027, payable from the Interim Reliable Water Supply and Water Quality Infrastructure and Managed Subaccount; and

WHEREAS, Metropolitan was subsequently selected by DWR as a grant recipient for \$45 million (the "Prop. 13 Funds") to be used for groundwater storage projects within its service area. In a letter dated October 13, 2000, DWR set forth the specific terms and conditions of the grant to Metropolitan; and

WHEREAS, on September 20, 2000, Metropolitan sent a letter to its twenty-six member public agencies (consisting of cities, municipal water districts and a county water authority within its 5,155 square-mile service area covering portions of Los Angeles, Orange, San Diego, Riverside, San Bernardino and Ventura Counties), requesting a list of groundwater storage projects to be considered for Prop. 13 Funding. On November 1, 2000, Metropolitan delivered to those member public agencies that indicated an interest in the Prop. 13 groundwater storage programs, a Request for Proposals for Participation in Groundwater Storage Programs Using Proposition 13 Funds, RFP No. WRM-2 (the "RFP"); and

WHEREAS, Metropolitan anticipated that programs funded by the Prop. 13 Funds would store water (by various methods) that Metropolitan imports from the State Water Project and the Colorado River. This stored water would be pumped by the member agency (or a sub-agency) with a corresponding reduction in surface water deliveries from Metropolitan. As a result, Metropolitan would have a greater amount of water to distribute within its service area. In addition, such groundwater storage programs are part of a larger effort to meet water supply demands in Southern California, as specifically set forth in the Integrated Water Resources Plan approved by Metropolitan's Board of Directors in 1996, and the Groundwater Storage Principles adopted in connection therewith by Metropolitan's Board of Directors in January 2000; and

WHEREAS, IEUA has entered into a Groundwater Storage Project Funding Agreement (the "Metropolitan Agreement") with Metropolitan, Three Valleys Municipal Water District and Chino Basin Watermaster whereby, among other things, funding will be provided to finance the City of Ontario's facilities listed on Exhibit A hereto (the "Local Agency Facilities") which are necessary to enhance a groundwater storage program in the Chino Basin; and

WHEREAS, IEUA desires to pass through to the Local Agency funding received by IEUA under the Metropolitan Agreement which are allocable to the Local Agency Facilities for use by the Local Agency to construct the Local Agency Facilities; and

WHEREAS, in exchange for such funding, the parties hereto intend that the Local Agency assume all obligations of IEUA under the Metropolitan Agreement and all obligations relating to the Local Agency Facilities, whether such obligations are imposed by Metropolitan, DWR or another entity, such obligations including but not limited to the obligations recited in Sections III, IV, V, VII, X, XI and XII of the Metropolitan Agreement;

NOW THEREFORE, the parties hereto do agree as follows:

Section 1. Definitions. All capitalized terms used herein and not otherwise defined shall have the meanings given in the Metropolitan Agreement.

Section 2. Effective Date; Termination Date. This Agreement shall become effective upon the Effective Date of the Metropolitan Agreement and shall terminate 25 years following the effective date.

Section 3. IEUA Duties. In exchange for the Local Agency duties and obligations established under the provisions of this Agreement, IEUA shall reimburse the Local Agency an amount equal to \$5,674,168 for project related expenditures associated with the construction of one or more of the Local Agency Facilities listed on Exhibit A. IEUA acknowledges and agrees that the Local Agency Facilities shall be comprised of one or more of the facilities listed in Exhibit A. Payment by IEUA to the Local Agency shall be in accordance with the provisions of the Metropolitan Agreement.

Section 4. Local Agency Duties Generally. Local Agency hereby accepts and agrees to perform all of IEUA's duties under the Metropolitan Agreement relating to the Local Agency Facilities, it being the intention of IEUA and Local Agency that Local Agency will be directly responsible for all aspects of constructing, operating and maintaining the Local Agency Facilities in accordance with the Metropolitan Agreement. Local Agency shall only be required to increase its overall local groundwater production capacity in an amount equal to that percentage of 8.076 acre feet that equals the percentage of IEUA payment to the Local Agency of the \$5,674,168.

Section 5. Illustrative List of Local Agency Duties. Among the duties Local Agency shall perform are those set forth below in this Section. Such duties are merely illustrative of the duties Local Agency shall perform and do not limit Local Agency's responsibilities hereunder.

(a) Construction Duties. Local Agency shall perform all of IEUA's duties with respect to the construction of the Local Agency Facilities which are set forth in the Metropolitan Agreement. Such duties include but are not limited to (i) obtaining the Required Approvals applicable to the Local Agency Facilities pursuant to Section III(C) of the Metropolitan Agreement, (ii) providing for the planning and preconstruction requirements of Section IV(A) of the Metropolitan Agreement which relate to the Local Agency Facilities, (iii) providing for the construction of the Local Agency Facilities in accordance with Section IV(B) of the Metropolitan Agreement, and (iv) completing construction of the Local Agency Facilities in accordance with the timeline set forth in Section IV(B) of the Metropolitan Agreement including retaining and supervising qualified contractors.

(b) Cost Overruns. Local Agency agrees to pay for any cost overruns allocable to the Local Agency Facilities pursuant to Section V(B). In addition, Local Agency shall pay any amounts due to Metropolitan pursuant to Section V(B)(2) which is allocable to the Local Agency Facilities. Should bids for construction of the Local Agency Facilities exceed the Approved Budget by more than five percent (5%), IEUA will review such cost increase with the Local Agency to determine the appropriate way to proceed with the program and the Local Agency may authorize a cost share, to change the scope of the project, or to discontinue the project, all in accordance with Section V(B)(2) of the Metropolitan Agreement.

(c) Operation and Maintenance Duties. With respect to the Local Agency Facilities, Local Agency agrees to perform those certain duties listed in the Metropolitan Agreement, namely:

(i) Cause the Local Agency Facilities to be operated and maintained in as good and efficient condition as upon their construction, ordinary and reasonable wear and depreciation excepted, and otherwise in accordance with industry standards (and DWR standards and requirements, if any);

(ii) Provide for all repairs, renewals, and replacements necessary to the efficient operation of the Local Agency Facilities;

(iii) To the extent existing facilities are utilized for the Program, provide for all repairs, renewals, and replacements necessary to the efficient operation of such existing facilities; and

(iv) Upon call by Metropolitan for Stored Water Delivery, operate Facilities, combined with the existing infrastructure, at Operational Capacity Thresholds necessary to meet performance targets as outlined in Exhibit G of the Metropolitan Agreement.

(d) Delivery of Metropolitan Water. Watermaster and IEUA will allocate Metropolitan water supplied by Metropolitan's Storage Account (replenishment, injection or in lieu) through an annual operating plan to be approved by IEUA and Watermaster. To the extent that Local Agency is allocated Metropolitan in lieu water, rate and charges paid by the Local Agency for such in lieu deliveries shall be based upon IEUA rates and charges adopted its Board of Directors for the Metropolitan Dry Year Storage Program from time-to-time.

(e) Groundwater and Pumping Responsibilities. Local Agency acknowledges and agrees that Metropolitan has the right to demand the pumping of stored water in the Chino groundwater basin in the maximum amount indicated herein. Local Agency shall reduce its imported water and provide for the pumping of stored water upon Metropolitan's request of a Stored Water Delivery, all in accordance with Section VII(C) of the Metropolitan Agreement, and consistent with Exhibit B hereto; provided, that the maximum amount in any given year shall not exceed that percentage of the amount in Exhibit B that equals the percentage of IEUA payment to the Local Agency of the \$5,674,168. Local Agency shall be reimbursed by Metropolitan for operation and maintenance expenses incurred when pumping stored water upon Metropolitan's demand, all in accordance with Section VII(D) of the Metropolitan Agreement.

(f) Recordkeeping, Reporting, Inspection and Audit Duties. Local Agency shall perform all of IEUA's recordkeeping, reporting, inspection and audit duties which relate to the Local Agency Facilities, all in accordance under Section X of the Metropolitan Agreement.

(g) Indemnity. Local Agency shall immediately reimburse IEUA for any amounts expended for compliance with Section XI of the Metropolitan Agreement which are allocable or which in any way relate to the Local Agency Facilities.

(h) Insurance. Local Agency shall be responsible for providing and paying for all insurance with respect to the Local Agency Facilities required by Section XII of the Metropolitan Agreement.

Section 6. Representations, Warranties and Covenants. Local Agency represents, warrants and covenants as follows:

(a) Power and Authority. That it is a general law city, duly organized and validly existing under the laws of the State of California; that it has all necessary power and authority to enter into this Agreement and to perform its obligations hereunder on the terms set forth in this Agreement, and that the execution and delivery hereof by it and the performance of its obligations hereunder will not violate or constitute an event of default under the terms or provisions of any agreement, document or instrument to which it is a party or by which it is a party or by which it is bound.

(b) Authorization; Valid Obligation. That all proceedings required to be taken by or on behalf of Local Agency to authorize it to make, deliver and carry out the terms of this Agreement have been duly and properly taken, and that this Agreement is its valid and binding obligation enforceable in accordance with its terms, except as the same may be affected by bankruptcy, insolvency, moratorium or similar laws or by legal or equitable principles relating to or limiting the rights of contracting parties generally.

(c) No Litigation. To the best of Local Agency's knowledge, there is no litigation, proceeding or investigation pending or threatened, to which it is or would be a party, or which does or would bind or relate to the Chino Basin, directly or indirectly, which, individually or in the aggregate, if adversely determined, might materially and adversely affect its ability to perform its obligations under this Agreement, or which raises a question as to the validity of this Agreement, or any action to be taken hereunder.

(d) Compliance with Laws. In the performance of its obligations hereunder, Local Agency and its contractors and subcontractors will comply with all applicable laws, regulations and ordinances, including, without limitation, those listed in Section IX of the Metropolitan Agreement.

Local Agency and its contractors and subcontractors will give written notice of its obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. Local Agency and its contractors will include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts let for the construction of the Local Agency Facilities.

(e) Compliance with DWR Requirements. The Plans will comply with any DWR requirements, including any requirements set forth in the DWR Funding Letter. During the performance of its obligations herein, Local Agency will comply with any DWR requirements, including any requirements set forth in the DWR Funding Letter.

(f) No Construction. That construction of the Local Agency Facilities and related work (including planning activities) did not commence prior to the Effective Date.

(g) Capacity. Local Agency and its contractors, subcontractors and its respective agents will at all times act in an independent capacity and not purport to act as, or represent to others that they are, officers, employees, representatives or agents of Metropolitan, DWR or the State of California.

(h) Oversight and Supervision of Construction. Local Agency will oversee and supervise all contractors and keep control of all work and provisions of services and materials in connection with the Program.

(i) Maintain Ownership of Program Property. Local Agency will not sell, abandon, lease, transfer, exchange, mortgage, hypothecate or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Program without the written consent of IEUA, which consent shall not unreasonably be withheld. IEUA shall have the burden of persuasion with respect to the unreasonableness of any proposed Local Agency action regarding the property. Local Agency shall use reasonable efforts to avoid material legal injury to third parties and to comply with lawful regulatory agency requirements in the construction and operation of Local Agency Facilities.

Section 7. Miscellaneous.

(a) Headings. The headings of the sections hereof are inserted for convenience only and shall not be deemed a part of this Agreement.

(b) Partial Invalidity. If any one or more of the covenants or agreements provided in this Agreement to be performed should be determined to be invalid or contrary to law, such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Agreement.

(c) Counterparts. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

(d) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

(e) Notices. Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, (c) by Federal Express or another reputable commercial overnight courier that guarantees next day delivery and provides a receipt, or (d) by telefacsimile or telecopy, and such notices shall be addressed as follows:

If to IEUA:	Inland Empire Utilities Agency
	9400 Cherry Avenue, Bldg. A
	Fontana, California 92335
	Attention: Treasurer

If to Local Agency: City Of Ontario
303 B Street
Ontario, California 91763
Attention: Gregory Devereaux, City Manager

Error! Unknown document property name.

EXHIBIT A

CITY OF ONTARIO

LOCAL AGENCY FACILITIES

1. Ion-Exchange Facility located at John Galvin Park, south side of Forth Street between Cucamonga Avenue and Grove Avenue.
2. Three Aquifer Storage and Recovery Wells located at three of the five following locations:
 - 2.1 North side of Concours Avenue, wesst of Milliken Avenue.
 - 2.2 Southeast corner of Grove Avenue and 7th Street.
 - 2.3 Memorial Grove Park near the intersection of Grove Avenue and "G" Street.
 - 2.4 Northeast corner of Jurupa Street and Dupont Street.
 - 2.5 Northeast corner of Belmont Street and Grove Avenue.

EXHIBIT B

PERFORMANCE TARGETS

CITY OF ONTARIO

Dry Year Shift obligation of 8,076 AF over 12-month period

8,076 AF reduced imported water reduction

8,076 AF pumped from Metropolitan Water District storage account

8,076 AF increase in City of Ontario's overall local supply production

all three criteria must be met plus or minus 10 percent

Failure to perform would result in City of Ontario being charged a rate equal to two times the Metropolitan Tier 2 rates in effect at such time for each acre-foot of the Dry Year Shift obligation not met.

CITY OF ONTARIO

Agenda Report
April 15, 2003

SECTION:
ADMINISTRATIVE REPORTS/
DISCUSSION/ACTION

SUBJECT: AUTHORIZE THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH INLAND EMPIRE UTILITIES AGENCY TO FUND WATER CAPITAL FACILITIES IN CONJUNCTION WITH THE METROPOLITAN WATER DISTRICT CHINO BASIN DRY-YEAR-YIELD PROJECT.

RECOMMENDATION: That the City Council authorize the City Manager to execute an agreement with the Inland Empire Utilities Agency (IEUA) to fund water capital facilities in conjunction with a Metropolitan Water District Chino Basin Dry-Year-Yield Project.

COUNCIL GOALS: Invest in the City's Infrastructure

FISCAL IMPACT: Ontario will receive up to \$5,674,168 in grant funds to build three new groundwater wells and a wellhead treatment facility.

- The anticipated total production of the funded facilities is 9,000 acre-feet per year, which is greater than the total dry-year shift obligation.
- Use of these facilities during non-shift periods allows for more efficient operation of the water system through increased water production capacity, which provides for greater local control and less reliance on imported water.
- MWD reimburses the City for all costs associated with the operation and maintenance, including pumping and treatment costs, of the funded facilities to produce the water from the MWD storage account.
- In exchange, during a dry year Ontario shifts up to 8,076 acre-feet per year of its imported water use supplied by the Metropolitan Water District of Southern California (MWD) to water produced from the facilities funded through the Dry-Year Yield Program.

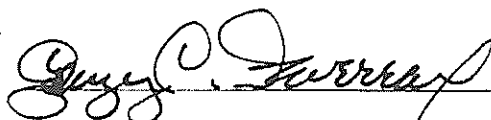
BACKGROUND: In March 2000, California voters approved Proposition 13 authorizing the State of California to sell \$1.97 billion in general obligation bonds for water related projects throughout the State. Of these funds, \$161,544,000 was appropriated to the California Department of Water Resources ("DWR") local assistance grants for groundwater storage and supply reliability projects. MWD was subsequently selected by DWR as a grant recipient for \$45 million to be used for groundwater storage

STAFF MEMBER PRESENTING: Ken Jeske, Director of Public Works \ Community Services

Prepared by: Mohamed El-Amamy
Department: Utilities Department

Submitted to: Council O.R.A./O.H.A. 04/15/03
Approved: 04/15/03
Continued to: _____
Denied: _____

City Manager
Approval: _____



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projects within its service area. Such groundwater storage programs are part of a larger effort to meet water supply demands in Southern California. MWD is the wholesale water agency supplying imported water to southern California from the Colorado River and the State Water Project from northern California.

In January 2002, Inland Empire Utilities Agency (IEUA) and the Chino Basin Watermaster jointly submitted a proposal to MWD for a Groundwater Conjunctive Use Storage Program in conjunction with local water agencies such as Ontario. This program allows MWD to maintain a maximum of 100,000 acre-feet of groundwater in its Chino Basin storage account, and call on up to 33,000 acre-feet per year, but no more than the amount remaining in the storage account. In April 2002, MWD approved the program and agreed to contribute up to \$27.5 million to participating local water agencies to build wells and wellhead treatment facilities.

The Inland Empire Utilities Agency is the lead agency for compliance with the California Environmental Quality Act (CEQA). The Programmatic Environmental Impact Report (PEIR) for the Optimum Basin Management Program was approved and certified in July 2000. According to the procedures outlined in the PEIR, a second tier environmental document is required for the Dry-Year Yield project to verify findings of consistency with the PEIR. The Findings of Consistency report was approved and certified in December 2002.

IEUA has entered into an agreement with MWD, Three Valleys Municipal Water District and Chino Basin Watermaster whereby funding will be provided to local agencies to build water production and treatment facilities. Each participating local water agency will receive a portion of these funds consistent with the agency's ability to use delivered MWD water during normal years and use groundwater from the MWD storage account during dry years (shift obligation). Ontario's shift obligation is 8,076 acre-feet, and its share of the funding is \$5,674,168. These funds will be used to build three new groundwater wells and a wellhead treatment facility to remove nitrates from several existing wells. The City agrees to complete the construction of the funded facilities no later than March 8, 2008. Upon call by MWD for stored water delivery, the City will operate these facilities, combined with the existing infrastructure to meet its shift obligation. As a result, the City is less reliant on imported water supply.

The City's responsibilities include the following:

1. Construction of the facilities: Including but are not limited to, obtaining the required approvals, providing for the design and completing construction of the facilities no later than March 2008.
2. Cost Overruns. Should bids for construction of the facilities exceed the approved budget by more than five percent (5%), IEUA will review such cost increase with the City to determine the appropriate way to proceed with the program. The City may authorize a cost share to change the scope of the project, or to discontinue the project.
3. Operation and Maintenance Duties. The City is responsible for the efficient operation and proper maintenance of the funded facilities in accordance with industry standards. Operation and maintenance costs are to be reimbursed by MWD.

APPENDIX D

**"INSTALLMENT PURCHASE AGREEMENT RELATING TO
WATER FACILITIES AUTHORITY WATER TREATMENT
PLANT"**

**BY AND BETWEEN
WATER FACILITIES AUTHORITY, AS SELLER
AND
THE CITY OF ONTARIO, AS PURCHASER
DATED AS OF OCTOBER 1, 1985**

INSTALLMENT PURCHASE AGREEMENT RELATING TO
WATER FACILITIES AUTHORITY WATER TREATMENT PLANT

by and between

WATER FACILITIES AUTHORITY, as Seller

and

CITY OF ONTARIO, as Purchaser

Dated as of October 1, 1985

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Exhibit A: Description of the Project
Exhibit B: Schedule of Installment Payments

INSTALLMENT PURCHASE AGREEMENT
RELATING TO WATER FACILITIES AUTHORITY
WATER TREATMENT PLANT

THIS INSTALLMENT PURCHASE AGREEMENT RELATING TO WATER TREATMENT PLANT, made and entered into as of October 1, 1985, by and between the City of Ontario (herein called the "Purchaser"), a municipal corporation organized and existing under the laws of the State of California, and the Water Facilities Authority, a joint exercise of powers authority (herein called "Seller"):

W I T N E S S E T H :

In consideration of the mutual covenants hereinafter contained and for other valuable consideration, the parties hereto do agree as follows:

ARTICLE I

RECITALS

101. Status and Powers of Authority. Seller is a California joint exercise of powers authority organized and existing under the joint exercise of powers law, Chapter 5, Division 7, Title 1 (commencing at Section 6500) of the Government Code of the State of California, and is authorized to acquire and construct the Project, to sell capacity therein to the Purchaser and perform the actions and duties more particularly described herein. The member entities comprising Seller are the Cities of Chino, Ontario and Upland, San Bernardino County Waterworks District No. 8, the Monte Vista Water District, and the Cucamonga County Water District. The Cities of Chino, Ontario and Upland, San Bernardino County Waterworks District No. 8, and the Monte Vista Water District have formed Project Committee No. 1 of Seller (collectively, the "Purchasers"), each of which will purchase certain capacity rights in the Project to be constructed by Seller. Following completion of construction of the Project, the Project is to be owned, operated and maintained by Seller for the benefit of the Purchasers.

102. Status and Powers of Purchaser. Purchaser is a municipal corporation organized and existing under the laws of the State of California.

Purchaser is desirous of purchasing capacity in the Project in order to provide treated water to its customers and thereby to further its public purpose. Purchaser is authorized to purchase real and personal property for the common benefit in order to achieve its public purposes.

Pursuant to Resolution No. _____ of the City Council of Purchaser adopted on _____, 1985, Purchaser is authorized to enter into this Agreement.

103. Purpose of Agreement. Purchaser desires to purchase certain capacity in the Project from Seller and Seller desires to sell such capacity in the Project to Purchaser in consideration of the payment by Purchaser of installments of principal and interest on the unpaid purchase price therefor. The capacity to be acquired by the Purchaser in each portion of the Project, together with the capacities to be acquired by the other Purchasers, and a description of the Project, is set forth in Exhibit A attached hereto and by this reference incorporated herein. The purpose of this Agreement is to effectuate said transaction by setting forth the terms and conditions relating thereto.

104. Financing the Project. To provide Seller with the funds to finance the construction of the project, Seller will assign its right to secure the Installment Payments from the Purchasers to the Bank of America National Trust and Savings Association as Trustee and the Trustee will issue Certificates of Participation secured by the Installment Payments and the proceeds from the sale of the Certificates of Participation will be deposited with the Trustee for the payment of Costs. The Letter of Credit Bank will pay an amount equal to the Installment Payments due on any Interest Payment Date to the Trustee by draws on the Letter of Credit. The Purchaser agrees to pay the Installment Payments and other amounts due hereunder to Seller and the Seller agrees to pay the Installment Payments to the Letter of Credit Bank in satisfaction of the reimbursement obligations of Seller under the Reimbursement Agreement.

105. Acknowledgement of Assignment Agreement. Seller and Purchaser acknowledge that Seller on the date hereof is entering into an Assignment Agreement Relating to Water Facilities Authority Water Treatment Plant with the Letter of Credit Bank and with Bank of America National Trust and Savings Association, as Trustee (the "Trustee"); that pursuant to said Assignment Agreement, Seller is assigning and transferring to the Letter of Credit Bank and to the Trustee all of its rights under this Agreement, including, among others, its rights to exercise its remedies to enforce the receipt of such Installment Payments, as such rights and remedies are provided

by this Agreement; and that the Letter of Credit Bank and the Trustee as their interests appear constitute the assignees of Seller as described herein.

106. Acknowledgement of Status of Project. Seller and Purchaser acknowledge that Seller is the owner of the Property more particularly described in Exhibit B attached hereto and by this reference incorporated herein and will be the owner of the Project, which includes the Property, and will retain title to the Project and the Purchaser will hereunder acquire only capacity in the Project.

ARTICLE II

DEFINITIONS AND GENERAL PROVISIONS

201. Definitions in General. The terms defined in this Section shall, for all purposes of this Agreement and the Trust Agreement, have the meanings ascribed to them, unless the context clearly requires some other meaning.

Acceptance Certificate shall mean a certificate of an Authorized Representative of the Seller to the effect that the Project has been completed substantially in conformity with the plans and specifications therefor.

Adjusted Interest Rate shall mean the interest rate on the Certificates determined and established pursuant to Section 317 of the Trust Agreement.

Agreements shall mean, collectively, the Installment Purchase Agreements Relating to Water Facilities Authority Water Treatment Plant, each dated as of October 1, 1985, between the Seller and each of the Purchasers, and any and all modifications, alterations, amendments and supplements thereto made in accordance with the provisions of each Installment Purchase Agreement and the Trust Agreement, as assigned to the Trustee under the Assignment Agreement. The term Agreement shall individually refer to the Chino Installment Purchase Agreement, the Ontario Installment Purchase Agreement, the Upland Installment Purchase Agreement, the County Installment Purchase Agreement, or the Monte Vista Installment Purchase Agreement, depending on how the term is used in context.

Agreements Term shall mean the period during which the Agreements are in effect as specified in the Agreements.

Alternate Security means any guaranty agreement, surety agreement or letter of credit substituted for the Letter of Credit and securing the payment of the principal of, interest on and all other amounts with respect to the Certificates, issued by a financial institution, insurance company or banking institution which has been assigned by a major nationally recognized rating agency a credit rating equal to or higher than the then-current credit rating assigned to the Letter of Credit Bank, which must (or a commitment therefor must) be delivered to the Trustee at least ten (10) days prior to the beginning of the final 35 days of the term of the Letter of Credit, provided that the Alternate Security will not, by itself, result in reduction in the rating of the Certificates.

Assignment Agreement shall mean that certain Assignment Agreement by and among the Seller the Letter of Credit Bank and the Trustee dated as of October 1, 1985, pursuant to which the Seller assigns its rights under all the Agreements to the Letter of Credit Bank and to the Trustee on behalf of the holders of the Certificates.

Authorized Newspaper shall mean a newspaper customarily published at least once a day for at least five days (other than legal holidays) in each calendar week, printed in the English language, and of general circulation in Los Angeles, California and New York, New York.

Authorized Representative of the City of Chino shall mean the City Manager or Assistant City Manager or any person or persons designated by the City Council of the City of Chino to act on behalf of the City by a written certificate signed on behalf of the City by the Mayor and containing the specimen signature of each such person.

Authorized Representative of San Bernardino County Waterworks District No. 8 shall mean any person or persons designated by the Board of Supervisors of the County of San Bernardino acting as the Board of Directors of the San Bernardino County Waterworks District No. 8 and authorized to act on behalf of said Purchaser by a written certificate signed on behalf of said Purchaser by the Chairman of the Board and containing the specimen signature of each such person.

Authorized Representative of Monte Vista shall mean the General Manager or Assistant General Manager or any person or persons designated by the Board of Directors of the Purchaser to act on behalf of the Purchaser by a written certificate signed on behalf of the Purchaser by the President and containing the specimen signature of each such person.

Authorized Representative of the City of Ontario shall mean the City Manager or Assistant City Manager or any person or persons designated by the City Council of the City of Ontario to act on behalf of the City by a written certificate signed on behalf of the City by the Mayor and containing the specimen signature of each such person.

Authorized Representative of the Seller shall mean the Chairman of the Seller or any person or persons designated by the City Council of the Seller and authorized to act on behalf of the Seller as certified by a written certificate signed on behalf of the Seller by the Chairman of the Seller and containing the specimen signature of each such person.

Authorized Representative of the City of Upland shall mean the City Manager or Assistant City Manager or any person or persons designated by the City Council of the City of Upland to act on behalf of the City by a written certificate signed on behalf of the City by the Mayor and containing the specimen signature of each such person.

Available Moneys shall mean moneys (i) that have been on deposit with the Trustee for at least 124 days, during which period no petition by or against any Purchaser or the Seller has been filed in respect of bankruptcy, insolvency or the reorganization of such person (or has been filed but dismissed); (ii) that represent any proceeds of a draw under the Letter of Credit; (iii) that represent any proceeds of the sale of the Certificates; or (iv) Net Proceeds.

Bond Counsel shall mean a nationally recognized law firm specializing in the area of tax-exempt municipal finance.

Business Day shall mean any day other than (i) a Saturday or Sunday or legal holiday or a day on which banking institutions in any of the cities in which the principal office of the Paying Agent, the Trustee or the Letter of Credit Bank is located and authorized or required by law or regulation to close, or (ii) a day on which the New York Stock Exchange is closed.

Certificate or Certificates shall mean any certificate or certificates of participation executed and delivered by the Trustee pursuant to the Trust Agreement, each such certificate representing a proportionate interest in the principal portion of the Installment Payments payable on each Installment Payment Date and in the interest portion of the Installment Payment due and payable monthly (or payable semiannually on and after the Conversion Date), to and including such maturity date at the Adjusted Interest Rate.

Certificate holder or Holder of Certificates shall mean the registered owner of any Certificate or Certificates.

Certificate Year shall mean the twelve-month period which commences on October 1 in every year and ends on September 30 of the succeeding year.

Construction Fund shall mean the Construction Fund established in Section 501 of the Trust Agreement.

Conversion Date shall mean the date upon which the Certificates begin to bear interest at the Fixed Interest Rate as provided in Section 320 of the Trust Agreement.

Cost shall mean and be deemed to include, with respect to the Project, but on a pro-rata basis with respect thereto together with any other proper item of cost not specifically mentioned in the Agreements, whether incurred prior to or after the date of the Agreements, (a) costs of payment of, or reimbursement for, acquisition, design, construction, installation and financing of the Project, including, but not limited to, administrative costs and capital expenditures relating to acquisition, construction, installation and financing payments, inspection costs, filing and recording costs, printing costs, reproduction and binding costs, fees and charges of the Trustee pursuant to this Trust Agreement, financing documents, legal fees and charges, financial, accounting and other professional consultant fees, the cost of obtaining the Letter of Credit, fees of rating agencies or costs of obtaining credit ratings, fees for the execution, transportation and safekeeping of Certificates, and charges and expenses in connection with the foregoing; (b) all other costs which the Seller shall be required to pay under the terms of any contract or contracts for the acquisition, construction and installation of the Project, including, but not limited to the cost of any insurance required under the Agreements; (c) any sums required to reimburse the Purchasers for advances made for either of the above items, or for any other costs incurred and for work done, or property conveyed, which is properly chargeable to the Project; and (d) such other expenses not specified herein as may be necessary or incidental to the acquisition, construction, rehabilitation and installation of the Project, the financing thereof and the placing of the same in use and operation, including the Remarketing Agent's fee, the Paying Agent's fee, and the first annual fee for the Letter of Credit. Cost as defined herein shall be deemed to include the cost and expenses incurred by any agent of the Seller for any of the above-mentioned items.

Earliest Optional Payment Date shall mean the first Interest Payment Date which occurs at least seven years after the Conversion Date.

Enterprise shall mean the entire water system of each Purchaser and in the case of San Bernardino Waterworks District No. 8 its sewer system, including without limitation all improvements, works or facilities owned, controlled or operated by the Purchaser to provide water service as such improvements, works or facilities now exist, together with all additions to be acquired, constructed and financed with funds derived from the sale of the Certificates, together with all improvements and extensions to said water system later constructed or organized.

Fiscal Year shall mean the twelve-month fiscal period of the Seller which commences on July 1 in every year and ends on June 30 of the following year.

Fixed Interest Rate shall mean the fixed annual interest rate on the Certificates established in accordance with Section 320 of the Trust Agreement.

Gross Revenues of the Enterprise or Gross Revenues means all revenues, and all money secured or collected from or arising out of the use or operation of the Enterprise or arising from the Enterprise, including, without limitation, all charges, rentals, and fees required to be paid for services as permitted or required by law, resolution or order, to the Purchaser for operation of the Enterprise, excepting only all customer deposits.

Installment Payment Dates shall mean the respective dates on which Installment Payments are scheduled to be made, as set forth in Exhibit C to each Agreement.

Installment Payments shall mean the aggregate of amounts set forth in the respective Agreements corresponding to the Installment Payment Dates set forth therein and designated the principal components of such Installment Payments, plus the interest components of such Installment Payments, as such amounts may be adjusted from time to time pursuant to Sections 305 of the Agreements and all other amounts payable by the Purchasers pursuant to the terms of the respective Agreements.

Interest Payment Date shall mean (a) prior to the Conversion Date, the first Wednesday of each month or the following Business Day if said Wednesday is not a Business Day, and (b) after the Conversion Date, April 1 and October 1 of each year.

Interest Payment Fund shall mean the Interest Payment Fund of the Installment Payment Account established in Section 501 of the Trust Agreement.

Interest Period shall mean (a) prior to the Conversion Date, the period from and including Wednesday of one week through Tuesday of the following week, except that the interest period commencing on the Wednesday next preceding a Record Date shall be extended through the day immediately preceding the next Interest Payment Date, and the interest rate which would have commenced on the Wednesday on or next following the Record Date will commence on the next Interest Payment Date, and (b) on or after the Conversion Date, the period from and including the Conversion Date until the succeeding April 1st or October 1st and thereafter from said April 1st or October 1st to the following March 31st or October 30th, respectively.

Investment Securities shall mean and include any of the following securities, if and to the extent the same are at the time legal for investment of Authority funds: (1) direct obligations of the United States of America (including obligations issued or held in book-entry form on the books of the Department of the Treasury of the United States of America) or obligations the timely payment of the principal of and interest on which are fully guaranteed by the United States of America; (2) obligations, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following: Banks for Cooperatives, Federal Intermediate Credit Banks, Federal Home Loan Bank System, Export-Import Bank of the United States, Federal Financing Bank, Federal Land Banks, Government National Mortgage Association, Farmer's Home Administration, Federal Home Loan Mortgage Corporation or Federal Housing Administration; (3) interest-bearing demand or time deposits (including certificates of deposit) in banks (including the Trustee) and savings and loan associations, having combined capital and surplus of at least Seventy Five Million Dollars (\$75,000,000); (4) repurchase agreements with financial institutions of the types described in (3), provided that the investments which are the subject of such agreements are permitted investments described in (1), (2) or (3) of this definition; and (5) the Local Agency Investment Fund.

Notwithstanding anything herein to the contrary, "Investment Securities" with respect to the investment of amounts representing draws under the Letter of Credit shall mean only direct obligations of the United States maturing not more than 30 days after the date on which they are acquired, and entry into a repurchase agreement with respect to such securities shall not be an allowable investment of such amounts.

Letter of Credit shall mean the irrevocable direct draw letter of credit issued by The Mitsubishi Bank, Ltd., Los Angeles Agency, in the stated amount of \$_____.

Letter of Credit Bank shall mean The Mitsubishi Bank, Ltd., Los Angeles Agency, the issuer of the Letter of Credit.

Maximum Annual Debt Service shall mean as of any date of calculation the sum of (a) the interest coming due on the Outstanding Certificates at an assumed rate of 10% per annum, and (b) the amount of all sinking fund installments and principal maturities, all as computed for the Certificate Year in which such sum shall be largest; provided that on the Conversion Date the amount of the Maximum Annual Debt Service shall be reduced to reflect the actual Fixed Interest Rate.

Maximum Interest Rate shall mean 12% per annum.

Moody's shall mean Moody's Investors Service, a bond rating service with offices in New York, New York.

Maintenance and Operation Costs of the Enterprise includes the reasonable expenses of management and other expenses necessary to operate, maintain and preserve each respective Enterprise in good repair and working order, excluding depreciation.

Net Proceeds shall mean any insurance or condemnation proceeds paid with respect to the Project, remaining after payment therefrom of all expenses incurred in the collection thereof.

Net Revenues of the Enterprise shall mean the amounts of Gross Revenues of the Enterprise remaining after payment therefrom the Maintenance and Operation Costs of the Enterprise.

Outstanding, when used with reference to Certificates, shall mean, as of any date, Certificates theretofore or thereupon being authenticated and delivered under the Trust Agreement except:

(i) Certificates cancelled by the Paying Agent on or prior to such date;

(ii) Certificates (or portions of Certificates) for the payment or redemption of which moneys, equal to the principal amount or Redemption Price thereof, as the case may be, with interest to the date of maturity or redemption date, shall be held in trust under

the Trust Agreement and set aside for such payment or redemption, (whether at or prior to the maturity or redemption date), provided that if such Certificates (or portions of Certificates) are to be redeemed, notice of such redemption shall have been given as in Article III provided or provision satisfactory to the Trustee shall have been made for the giving of such notice; and

(iii) Certificates in lieu of or in substitution for which other Certificates shall have been executed and delivered pursuant to Article III of the Trust Agreement.

Participants Security Agreement shall mean the Agreement dated as of October 1, 1985 by and among the Letter of Credit Bank, the Trustee and each Purchaser.

Paying Agent shall mean BankAmerica Trust Company of New York or its successor or successors or any other corporation which may at anytime be substituted in its place pursuant to the provisions of this Trust Agreement, provided that any such successor's or substitute corporation's unsecured senior debt obligations must be rated "Baa-3" or higher by a nationally recognized rating agency, if such successor or substitute corporation is not a commercial bank or trust company.

Permitted Encumbrances shall mean as of any particular time:

(i) Liens for ad valorem taxes and assessments, if any, not delinquent or which Purchasers may, pursuant to Section 415 of the Agreements, permit to remain unpaid;

(ii) The Agreements;

(iii) The Assignment Agreement;

(iv) The Trust Agreement;

(v) Participants Security Agreement; and

(vi) Easements, rights of way and other rights, reservations, covenants, conditions or restrictions which do not impair or impede construction or operation of the Project as evidenced by the certificate of an Authorized Representative of Seller filed with the Trustee and the Letter of Credit Bank.

Prime Rate shall mean the rate of interest publicly announced by the Letter of Credit Bank in Los Angeles, California from time to time as its prime rate for unsecured

commercial borrowings, said rate to change effective on and as of any change in said Prime Rate.

Principal Payment Date shall mean the date on which a principal amount of the Certificates is paid as provided in Section 303(7) of the Trust Agreement.

Principal Payment Fund shall mean the Principal Payment Fund established in Section 501 of the Trust Agreement.

Project shall mean the the Water Treatment Plant and water transmission lines and energy recovery stations to be acquired and constructed more particularly described in Exhibit "A" hereof.

Purchase Date shall mean any Business Day upon which a Certificate, after receipt by the Remarketing Agent of a Tender Notice submitted in accordance with Section 401 of the Trust Agreement is purchased from the Holder thereof on behalf of a new Holder procured by the Remarketing Agent.

Purchase Payment Price shall mean as of each Installment Payment Date, the amount set forth in Exhibit C to each Agreement, minus amounts available in the Construction Fund, Principal Payment Fund, the Interest Payment Fund, and Reserve Fund, plus an amount equal to any other amounts then due and owing under that Agreement with respect to the Project or regarding that Agreement the amount due and owing under the Reimbursement Agreement with respect to the Letter of Credit.

Purchase Price shall mean as to each Purchaser, such Purchaser's share of the Cost to acquire its capacity in the Project, as set forth in Exhibit A to its Agreement.

Record Date shall mean (a) prior to the Conversion Date the second Business Day preceding the first Wednesday of each month and (b) on or after the Conversion Date the fifteenth day of the month immediately preceding an Interest Payment Date.

Redemption Fund shall mean the Redemption Fund established in Section 501 of the Trust Agreement.

Redemption Price shall mean, with respect to any Certificate, the principal amount thereof payable upon redemption thereof pursuant to such Certificate or the Trust Agreement, and following the Conversion Date, any premium payable in connection therewith.

Reimbursement Agreement shall mean the Reimbursement Agreement relating to the Letter of Credit, dated as of October 1, 1985 between the Seller and the Letter of Credit Bank.

Remarketing Agent shall mean Merrill Lynch Capital Markets, Merrill Lynch, Pierce, Fenner & Smith Incorporated, and its successor or successors and any corporation which may be substituted in its place pursuant to that certain Remarketing Agreement dated as of October 1, 1985, by and among the Seller, the Trustee, the Remarketing Agent and the Paying Agent, provided that any such successor's or substitute corporation's debt obligations must be rated "Baa" or higher by a nationally recognized rating agency if such successor or substitute corporation is not a commercial bank or trust company and is not a bond dealer then listed.

Reserve Fund shall mean the Reserve Fund established in Section 501 of the Trust Agreement.

Reserve Requirement shall mean the amount set aside in the Reserve Fund pursuant to Section 504.1 of the Trust Agreement.

Standard & Poor's shall mean Standard & Poor's Corporation, a bond rating service with offices in New York, New York.

State shall mean the State of California.

Supplemental Trust Agreement shall mean any agreement supplemental or amendatory of the Trust Agreement.

Tender Interest shall mean, for any period of time in which there is an unreimbursed drawing under the Letter of Credit, that amount which, when added to the interest component of any Installment Payment payable to the Letter of Credit Bank during such period, will result in the Letter of Credit Bank's receiving for the first 180 days after the draw a yield equivalent to the yield of 1/2% over the average interest charged for each day on reserves traded for overnight use by member banks of the Federal Reserve System as determined by the Letter of Credit Bank, and thereafter at a yield equal the Prime Rate for a similar advance for a similar period on such unreimbursed draw under the Letter of Credit.

Tender Notice shall mean the notice required to be submitted by an owner of a Certificate for receipt by the Paying Agent on the Business Day at least seven (7) days prior to a Purchase Date as provided in Section 318 of the Trust Agreement, demanding that such Certificate be purchased.

Trust Agreement shall mean the Trust Agreement entered into by and among, the Purchasers, the Trustee, the Seller and the Paying Agent dated as of October 1, 1985 Relating to the Water Facilities Authority Water Treatment

Plant and any and all amendments and supplements thereto made in accordance with the provisions of the Trust Agreement.

Trust Estate shall mean (i) all right, title and interest of the Trustee in and to the Installment Payments and the Agreements including, without limitation: (ii) all amounts from time to time deposited in the accounts and subaccounts created pursuant to the Trust Agreement in accordance with the provisions of Article III of the Agreements, including all investments and investment earnings thereon and (iii) amounts drawn under the Letter of Credit or under any Alternate Security.

Trustee shall mean Bank of America National Trust and Savings Association, or its successor or successors or any other corporation which may at any time be substituted in its place pursuant to the provisions of the Trust Agreement.

202. Rules of Construction. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context otherwise indicates, words importing the singular number shall include the plural number and vice versa, and words importing persons shall include corporations and associations, including public bodies, as well as natural persons.

The terms "hereby," "hereof," "hereto," "herein," "hereunder" and any similar terms, as used in this Agreement, refer to this Agreement.

ARTICLE III

SALE OF CAPACITY IN THE PROJECT; PURCHASE PRICE

301. Deposit of Moneys. In order to induce Purchaser to purchase the stated capacity in the Project from Seller and to assure Purchaser that the moneys needed to pay the Project Cost will be available for this purpose without delay, Seller, immediately following recordation of this Agreement and the other Agreements with other Purchasers by Seller, shall deposit with the Trustee or cause to be deposited with the Trustee, the sum of \$_____. Of this amount, \$_____ is required to be deposited in the Construction Fund held by the Trustee pursuant to the Trust Agreement; \$_____ is required to be deposited in the Reserve Fund, of which \$_____ will be held in the Ontario Reserve Account held by the Trustee pursuant to the Trust Agreement for Purchaser; and \$_____ is required to be deposited in the Ontario Interest Payment Account held by the Trustee pursuant to the Trust Agreement for Purchaser.

302. Construction of Project. Seller agrees to acquire and construct or cause the acquisition and construction of the Project pursuant to the plans and specifications on file in the office of the Seller. Seller shall cause contractors under any construction contracts to comply with workers' compensation insurance laws and to pay prevailing wages in accordance with the requirements of Article 2 (commencing with Section 1770) of Chapter 1, Part 7, Division 2 of the California Labor Code. Seller shall provide for supervision of construction of the Project until completion of construction of the Project. Seller shall cause the construction to be performed diligently to the end and covenants that the Project will be substantially completed by October 8, 1988. Purchaser and Seller agree that upon substantial completion of the Project, Seller will maintain and operate the Project under the terms and provisions of this Agreement and such other agreements to be made between the Seller and the Purchasers. No changes shall be made in such plans and specifications which increase the pro rata portion of Project Cost attributable to the Purchaser's capacity in the Project in excess of the funds available in the Construction Fund unless the Purchaser deposits or causes to be deposited in the Construction Fund monies in an amount deemed by the Seller and Purchaser to be sufficient to pay such increase.

Upon completion of construction of the Project, Seller shall deliver or cause to be delivered to the Trustee an Acceptance Certificate thereof executed by an Authorized Officer of the Seller.

Prior to the date of the filing of the Acceptance Certificate or prior to October 8, 1988, whichever is earlier, the Seller shall notify Purchaser of its pro rata share of excess funds then on deposit in the Construction Fund. All such excess funds shall be transferred to the Redemption Fund for the redemption of Certificates in the principal amount of \$100,000 or integral multiples thereof unless the Purchaser instructs the Seller to have its pro rata share transferred to the Purchasers Installment Payment Account as a credit against the principal portion of its Installment Payment on the next occurring Installment Payment Date. Seller (prior to the filing of the Acceptance Certificate or October 1, 1988), whichever is earlier.

303. Payment of Project Cost. Payment for the construction of the Project, as well as all other Project Cost, up to the total amount in the Construction Fund, shall be made from the monies held by the Trustee in the Construction Fund. The Purchaser may at any time during construction contribute cash or its equivalent (as agreed upon between Seller and the

Purchaser, with the consent of the Letter of Credit Bank) to the Project which amount will be credited against the Purchase Price to be paid by the Purchaser. As an alternative, if Seller, Purchaser and the Letter of Credit Bank agree, Purchaser may be reimbursed from the Construction Fund any Project Cost heretofore or hereafter advanced by Purchaser.

304. Sale of Capacity in the Project; Term.

(a) Sale of Capacity in the Project. In consideration of the payment, or the causing of the payment, of Installment Payments provided for in Section 305 of the Trust Agreement by Purchaser to Seller or its assignee, Seller hereby grants, conveys, bargains and sells to Purchaser, effective upon the date of the Trust Agreement, the capacity in the Project described in Exhibit A, upon the terms and conditions set forth in this Agreement and Purchaser hereby accepts said grant, conveyance, bargain and sale upon said terms and conditions.

(b) Term of Agreement. The term of this Agreement shall commence upon the date of the Trust Agreement and shall terminate upon the occurrence of either of the following events: (a) payment in full of the Installment Payments by Purchaser pursuant to the provisions of this Agreement; or (b) a default by Purchaser and termination pursuant to Article VI of the Trust Agreement.

305. Installment Payments. For the purchase of the stated capacity in the Project, Purchaser shall pay to Seller, its successors and assigns, the Installment Payments set forth in Exhibit B attached hereto and by this reference incorporated herein from, but only from, the Gross Revenues of the Purchaser's Enterprise. Installment Payments shall be made to the Seller, which Installment Payments shall be held by Seller in segregated principal and interest payment accounts to be established by Seller in the name of each Purchaser until paid to the Letter of Credit Bank as provided in the Reimbursement Agreement on each Interest Payment Date and/or Principal Payment Date, as the case may be. Installment Payments received by the Seller shall be invested in Investment Securities and any earnings thereon shall be credited pro rata to each Purchaser's Principal Payment Account.

Each Installment Payment shall constitute payment in part for the title to the stated capacity in the Project as described in Exhibit A. For each Certificate Year commencing with the date of the Trust Agreement, Purchaser shall make Installment Payments on Installment Payment Dates during said Certificate Years as more particularly set forth in Exhibit B. The Purchaser shall pay from the proceeds of the sale of the

Certificates advance Installment Payments in the aggregate amount of \$ _____, consisting of interest only for the period from the date of the delivery of the Certificates through and including January 1, 1986, on the Purchaser's portion of the principal amount of the Certificates calculated at an assumed interest rate of 10% per annum.

Installment Payments for each Installment Payment Date during the term of this Agreement shall constitute the total amount due for said payment period, and shall be paid by Purchaser for and in consideration of the Seller selling to the Purchaser the right to receive the capacity in the Project.

In determining the amount of each Installment Payment, the Seller shall give the Purchasers a credit against the amount due from and payable by the Purchaser specified in said Exhibit B by (i) an amount equal to the amounts on deposit in the Purchaser's Principal and Interest Payment Accounts held by Seller and similar accounts established pursuant to the Trust Agreement and held by the Trustee; (ii) the investment earnings received by the Trustee from the investment of money in the Purchaser's Reserve Account as reported to Purchaser pursuant to Section 508 of the Trust Agreement; and (iii) the amount in the Reserve Account equal to the amount paid to the Letter of Credit Bank for the last Installment Payments remaining prior to the expiration of the term of this Agreement and paid by the Letter of Credit Bank, as provided in Section 504 of the Trust Agreement.

(a) Prior to the Conversion Date, the interest portion of each Installment Payment shall be calculated and paid at a rate per annum of 8% per annum, unless the Adjusted Interest Rate of the Certificates is then greater than 8% in which event the interest rate on each Installment Payment shall be at a rate per annum equal to the Adjusted Interest Rate (which shall be determined as provided in Section 317 of the Trust Agreement). In no event shall the interest portion of Installment Payments be paid at less than 8% per annum.

(b) Purchaser agrees to deposit such amounts necessary to pay the interest and principal due on the Certificates on the next Interest Payment Date and Principal Payment Date.

(c) Prior to the Conversion Date the interest portion of each Installment Payment shall be adjusted upward or downward as provided in Exhibit B of the Trust Agreement. On the 25th day of each month the Trustee shall notify the Seller by telephone of the actual interest portion of the Installment Payments due on the next Installment Payment Date.

(d) At its election, the Seller may convert the interest rate component of the Installment Payments applicable to the Certificates from the Adjustable Interest Rate to the Fixed Interest Rate as provided for in Section 320 of the Trust Agreement.

(e) As additional consideration for the purchaser of Purchasers Capacity, the Purchaser agrees to pay Tender Interest applicable to the Purchaser on each Installment Payment Date in the event of an unreimbursed draw under the Letter of Credit in addition to the Installment Payments required hereinabove.

(f) In addition to the Installment Payments, the Purchaser agrees to pay 38.29976% (which percentage will change following completion of construction evidenced by a certificate of the Authority delivered to the Purchasers, the Trustee and the Letter of Credit Bank) of: (i) all fees and expenses of the Trustee incurred in connection with the performance of its duties under the Trust Agreement and (ii) all unremimbursed draws under the Letter of Credit and the fees of the Letter of Credit Bank.

306. Interest Component. Except for the Installment Payment due through and including January 1, 1986, which are to be comprised of interest only, a portion of each Installment Payment shall be paid as, and represents, the payment of a portion of the unpaid Purchase Price and interest on the unpaid Purchase Price. The interest component of each Installment Payment is set forth in Exhibit B.

307. Payment in Lawful Money; No Set-Off. Each Installment Payment shall be paid or caused to be paid by the Purchaser in lawful money of the United States of America, which at the time of payment is legal tender for the payment of public and private debts, to the Seller or its assignee at the Office of the Seller in Montclair, California, or such other place as Seller or its assignee shall designate. Any such Installment Payments accruing hereunder which shall not be paid on or prior to each Installment Payment Date shall bear interest at the rate of twelve percent (12%) per annum from the Installment Payment Date until the same shall be paid. Notwithstanding any dispute between Purchaser and Seller, Purchaser shall make or cause to be made each and all Installment Payments when due, whether or not Seller shall deliver to Purchasers any capacity in the Project and shall not withhold any Installment Payments pending the final resolution of such dispute nor shall Purchaser assert any right of set-off or counter-claim against its obligation to make Installment Payments as set forth herein.

308. Pledge of Revenues. Except for the payment of the Purchaser's 1976 Water Revenue Bonds which constitute a first lien on said Gross Revenues, the Installment Payments shall be equally secured by a pledge, charge and lien upon the Gross Revenues of the Enterprise, and all of the Gross Revenues of the Enterprise are hereby pledged, charged and assigned for the security of said Installment Payments and any obligations of the City on a parity with the Installment Payments, and such Gross Revenues and any interest earned on the Gross Revenues shall constitute a trust fund for the security and payment of the interest on and principal of said Installment Payments and so long as any of the Installment Payments thereon are unpaid said Gross Revenues and interest thereon shall not be used for any other purpose, and except as permitted by this Agreement, and shall be held in trust for the benefit of the Seller and shall be applied pursuant to this Agreement, or to this Agreement as modified pursuant to provisions herein. The Gross Revenues of the respective Enterprises of the other Purchasers are not pledged hereunder.

309. Title. From and after the date of the Trust Agreement, title to the Purchaser's stated capacity in the Project, and each and every portion thereof, shall vest in Purchaser, provided, however, that title to the Purchaser's stated capacity in the Project and each and every portion thereof shall be subject to the subsequent payment of Installment Payments as described in Section 305 of the Trust Agreement and to the remedies of Seller and its assignee in the event of default as provided in Article VI of the Trust Agreement and to Permitted Encumbrances.

310. Disclaimer of Warranties. THE SELLER MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE PROJECT, OR WARRANTY WITH RESPECT THERETO. In no event shall Seller be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement or the existence, furnishing, functioning or Purchaser's use of any item, product or service provided for in this Agreement.

311. Manufacturers' Warranties. The Seller appoints Purchaser its agent and attorney-in-fact during the Agreement Term, so long as Purchaser shall not be in default hereunder, to assert from time to time whatever claims and rights, including warranties concerning the Project, which Seller may have against the manufacturer or supplier of such portion of the Project. As between the Seller and the Purchaser, Purchaser's sole remedy for the breach of such warranty, indemnification or representation shall be against the manufacturer of or supplier for the Project, and not against

the Seller, nor shall such matter have any effect whatsoever on the rights of the Seller with respect to this Agreement, including the right to receive full and timely payments hereunder. Purchaser expressly acknowledges that neither Seller nor the Trustee makes, or has made, any representation or warranty whatsoever as to the existence or availability of such warranties of the manufacturer of or supplier for any part of the Project.

312. Purchaser's Option to Prepay the Installment Payments. Except as provided herein, Purchaser shall not have the option to prepay all remaining Installment Payments.

(a) The Purchaser, at its option, may prepay the principal component of Installment Payments, in whole or in part, on any Installment Payment Date prior to the Conversion Date, in any integral multiple of \$100,000, at the principal amount thereof, together with accrued interest to the date on which Certificates will be redeemed with such payment.

(b) The Purchaser may also, at its option, prepay the principal component of Installment Payments, in whole or in part, on the first Interest Payment Date which occurs at least seven years after the Conversion Date and on any Interest Payment Date thereafter, with a redemption premium of three percent (3%) of the principal amount of Certificates redeemed on such date, such premium to be reduced by one percent (1%) on each anniversary of the initial redemption date until it reaches zero together with accrued interest to the date on which Certificates will be redeemed with such payment.

The principal and interest on any Certificates to be redeemed due to option prepayments shall be paid by the Letter of Credit Bank from draws on the Letter of Credit. The premium to be paid on any Certificates called for redemption shall be deposited by the Purchaser with the Trustee at least 124 days prior to the date set for redemption of related Certificates.

313. Arbitrage Covenant. The Purchaser and the Seller hereby covenant with the Certificateholders that, notwithstanding any other provision of this Agreement, they will make no use of the proceeds of the Certificates which, if such use were made on the date of delivery of the Certificates to the Certificateholders, would have caused the obligations of the Purchaser under this Agreement to be "arbitrage bonds" subject to federal income taxation by reason of Section 103(c) of the Internal Revenue Code of 1954, as amended.

ARTICLE IV

COVENANTS RELATING TO THE PROJECT

401. Maintenance and Operation of the Project. Seller shall maintain the Project or cause the Project to be maintained and operated on behalf of Purchaser and the other Purchasers of capacity in the Project. Notwithstanding the covenants hereunder made by Seller, it is understood that the Purchasers shall pay their proportionate shares of the cost of the maintenance and operation of the Project. The obligations of the Purchasers may be more fully set forth in further agreements among the Purchasers and Seller.

402. Utilities. Seller shall pay for, or otherwise arrange for the payment of, all utility services supplied to the Project (which services shall include power, gas, telephone and all other utility services), all cost of operation of the Project and all cost of repair and replacement of the Project resulting from ordinary wear and tear or want of care.

403. Public Liability Insurance. On or before the award of any construction contract Seller shall maintain or cause to be maintained public liability insurance against claims for bodily injury or death, or damage to property occurring upon, in or about the Project, such insurance to afford protection to a limit of not less than \$5,000,000 combined single limit bodily injury and property damage. Such insurance may be maintained in conjunction with or separate from any other similar insurance carried by Purchaser.

404. Workers' Compensation Insurance. On or before the award of any construction contract Seller shall be responsible for the compliance, including all financial payments, with the State of California laws as regards Workers' Compensation and employee safety.

405. Fire and Special Extended Coverage Endorsement. Seller shall maintain or cause to be maintained, throughout the term of this Agreement, fire and lightning insurance, earthquake insurance, subject to deductible conditions not to exceed 10% of the full insurable value of the above ground structures, and special extended coverage endorsement which includes vandalism and malicious mischief endorsement, on all above-ground structures constituting any part of the Project in an amount equal to at least one hundred percent (100%) of the replacement cost of such structures (less a deductible amount of not more than \$5,000). All insurance required to be maintained pursuant to this Section may be subject to deductible clauses as may be approved by the Purchaser, provided deductible amounts for fire extended coverage shall

not exceed \$5,000 for any one loss. Each such policy of insurance shall contain an inflation cost endorsement, a standard replacement cost endorsement providing for no deduction for depreciation, and a stipulated amount endorsement. Such insurance may be maintained in conjunction with or separate from any other similar insurance carried by Purchaser.

In addition, the Seller shall maintain or cause to be maintained use and occupancy or business interruption or rental income insurance against the perils of fire, lightning, earthquake, vandalism and malicious mischief and such other perils ordinarily defined as "extended coverage" on the above-ground structures of the Project in an amount equal to not less than 18 months' aggregate Installment Payments due from Purchasers under all the Agreements.

Any insurance required by Sections 403, 404 and 405 hereof carried by the Seller shall name the Purchasers as additional named coinsured or if carried by the Purchasers shall name the Seller as additional coinsured. Seller, or Purchasers if the required insurance is carried by the Purchasers, may be self-insured up to \$500,000 for any single event.

406. Form of Insurance Policies; Delivery.

(a) All policies of insurance required by Section 405 of this Agreement shall provide (or Seller shall separately agree) that all proceeds thereunder relating to that portion of the Project damaged or destroyed shall be payable to the Trustee pursuant to a lender's loss payable endorsement, substantially in accordance with the form approved by the California Bankers Association. The Trustee may adjust, collect and receive all monies relating to the Project which may become due and payable under any such policies, may compromise any and all claims thereunder and shall apply the Net Proceeds of such insurance as provided in this Agreement. All policies of insurance required by Section 405 of this Agreement shall be to the Letter of Credit Bank and shall provide that Seller or its assignee and Purchaser, shall be given thirty (30) days' notice of any intended cancellation thereof or reduction of the coverage provided thereby.

(b) Seller shall deliver, or cause to be delivered, to Purchaser the Letter of Credit Bank and the Trustee in the month of December in each year a schedule, in such detail as Purchaser or the Trustee may request, setting forth the insurance policies then in force pursuant to this Agreement, the names of the insurers which have issued the policies, the amounts thereof, the property and risks covered thereby and evidence of the payment of premiums due

thereunder. If so requested in writing by Purchaser or the Trustee or the Letter of Credit Bank, Seller shall also deliver, or cause to be delivered to Purchaser or the Trustee or the Letter of Credit Bank duplicate originals or certified copies of each insurance policy described in such schedule, provided, however, that delivery of the insurance policies under the provisions of this Section shall confer no responsibility upon Purchaser or the Trustee or the Letter of Credit Bank as to the sufficiency of coverage or amounts of said policies. In the event of failure of Seller to obtain or cause to be obtained the insurance required by Sections 403 through 405 of the Trust Agreement, Purchaser may obtain such insurance on behalf of Seller and may collect premiums thereof from Seller with interest at the rate of twelve percent (12%) on unpaid premiums.

407. Inability to Obtain Insurance. Notwithstanding the provisions of Sections 403 through 405, if at any time Seller shall be unable to obtain or maintain insurance to the extent required by such Sections on reasonable terms, as to amounts, costs or as to risks, the failure to maintain such insurance shall not constitute a default under this Agreement if Purchaser shall cause the employment of an independent insurance consultant having a favorable reputation for skill and experience in such matters, for the purpose of reviewing such insurance requirements and making recommendations respecting the types, amounts and provisions of reasonably obtainable insurance, including self-insurance, or the establishment of other generally accepted forms of alternative protection that should be carried in lieu thereof, or the infeasibility of obtaining insurance, and if Seller shall comply with the recommendations made in such report. A signed copy of the report of the insurance consultant shall be filed with the Trustee and the Letter of Credit Bank, and the insurance requirements specified in Sections 403 through 405 shall be deemed to be modified to conform with the recommendations in such report.

408. Application of Net Proceeds of Insurance. The Net Proceeds of any insurance required by this Agreement relating to the loss or destruction of any part of the Project which is received by the Seller shall be deposited in the Construction Fund and Seller shall assure that such Net Proceeds are and shall be applied and disbursed as set forth below:

(a) If Seller determines that such Net Proceeds are sufficient to repair, reconstruct or replace the damaged or destroyed portion of the Project, which determination shall be evidenced by a certificate executed by an Authorized Officer of Seller and filed with the Trustee as assignee of Seller, then Seller shall cause such portion of the Project to be repaired,

reconstructed or replaced to at least the same good order, repair and condition as it was in prior to the damage or destruction, insofar as the same may be accomplished by the use of said Net Proceeds, and Seller shall disburse said Net Proceeds for said purpose. Any balance of said Net Proceeds not required for such repair, reconstruction or replacement shall be transferred by the Trustee to the Redemption Fund to be applied as prepayment of Installment Payments and shall be used to redeem Certificates as provided in Section 606 of the Trust Agreement.

(b) In the event that such Net Proceeds are not sufficient to repair, reconstruct or replace the damaged or destroyed portion of the Project, as evidenced by a certificate executed by an Authorized Representative of Seller and filed with the Trustee, Seller shall deposit such Net Proceeds with the Trustee and direct the Trustee to apply such Net Proceeds to the prepayment in full, on the next succeeding Installment Payment Date, of Installment Payments, by paying the then-stipulated fair market value of the stated capacity in the Project as set forth in Exhibit B of this Agreement, or if such Net Proceeds are insufficient to prepay Installment Payments in full, then Seller shall direct the Trustee to apply such Net Proceeds to prepayment of a portion of the Installment Payments, except that no such prepayment shall be in an amount less than \$5,000.

Unless the Purchaser's Installment Payments have been paid in full as provided in subsection (b) of this Section 408, Purchaser shall be obligated to continue to make Installment Payments required by this Agreement notwithstanding damage to or destruction of all or a portion of the Project.

409. Application of Net Proceeds of Condemnation. All Net Proceeds received in any condemnation proceeding undertaken by any governmental agency relating to all or a portion of the Project shall be paid by Purchasers, if received by Purchasers, to the Trustee for deposit in the Principal Payment Fund and deposited in the appropriate Principal Payment Accounts and Seller shall assure that such Net Proceeds are applied and disbursed as set forth below:

(a) If Seller determines that such condemnation has not materially adversely affected the operation of the Project as set forth in a certificate executed by an Authorized Representative of Seller and filed with the Trustee, as assignee of Seller, and if such Net Proceeds are insufficient to enable Seller to prepay Installment Payments in full by paying the stipulated value of the Project as set forth in Exhibit B of the Agreements on the next succeeding Installment Payment Date, Seller shall direct the Trustee to retain such

Net Proceeds in the Principal Payment Fund and to cause such Net Proceeds to be applied as a credit against the appropriate Purchaser's next succeeding Installment Payments.

(b) If Seller determines that such condemnation has materially adversely affected the operation of the Project as set forth in a certificate executed by an Authorized Representative of Seller and filed with the Trustee, as assignee of Seller, or if such Net Proceeds are sufficient to enable Purchasers to prepay the Installment Payments in full by paying the stipulated value of the Project on the next succeeding Installment Payment Date, Seller shall direct the Trustee to deposit the Net Proceeds in the Redemption Fund and to apply such Net Proceeds to the prepayment in full or (to the extent that such condemnation pertains only to a portion of the Project) in part on the next succeeding Installment Payment Date of Installment Payments.

Unless Installment Payments shall have been paid in full as provided in subsection (b) of this Section 409, Purchaser shall be obligated to continue to make Installment Payments required by this Agreement, notwithstanding condemnation of all or a portion of the Project.

410. Payment of Installment Payments. Purchaser shall duly and punctually pay or cause to be paid the Installment Payments and the other amounts due hereunder at the dates and places and in the manner provided in this Agreement according to the true intent and meaning hereof and of the Trust Agreement and shall not directly or indirectly extend or assent to the extension of the Installment Payment Dates for any Installment Payments.

411. Compliance with this Agreement. Seller and Purchaser will faithfully observe and perform or cause to be faithfully observed and performed all the covenants, conditions and requirements of this Agreement, and will not suffer or permit any default to occur hereunder, nor do or permit to be done in, upon or about the Project or any part thereof, anything that might in any way weaken, diminish or impair the operation thereof. Neither Seller nor Purchaser will do or permit anything to be done, or omit or refrain from doing anything, in any case where any such act done or permitted to be done, or any such omission of or refraining from action, would or might be a ground for cancellation or termination of this Agreement (other than by prepayment).

412. Payment of Taxes. Purchaser will pay or cause to be paid all taxes, assessments and other governmental charges, if any, that may be levied, assessed or charged upon the Purchasers' capacity in the Project promptly as and when the

same shall become due and payable; provided, however, that Purchaser shall not be required to pay any such tax, assessment, or charge, if the validity thereof shall concurrently be contested in good faith by appropriate proceedings, if Purchaser shall set aside, or cause to be set aside, reserves agreed by Purchaser and Seller or its assignee to be in a form and amount which is adequate with respect thereto and if Purchaser shall hold Seller and its assignee harmless as to any loss or forfeiture which might arise from the nonpayment of any such item; and provided further, that Purchaser, upon the commencement of any proceedings to foreclose the lien of any such tax, assessment, or charge, will forthwith pay, or cause to be paid, any such tax, assessment or charge, unless contested in good faith as aforesaid. Purchaser will not suffer the Purchaser's capacity in the Project or any part thereof, to be sold for any taxes, assessments or other charges whatsoever, or to be forfeited therefor. Nothing herein contained shall be deemed to impose any liability to pay taxes, assessments or charges where none is imposed by law.

413. Observance of Laws and Regulations. Seller and Purchaser will well and truly keep, observe and perform or cause to be kept, observed and performed all valid and lawful obligations or regulations now or hereafter imposed on either of them by contract, or prescribed by any law of the United States, or of the State of California, or by any officer, board or commission having jurisdiction or control, as a condition of the continued enjoyment of any and every right, privilege or franchise now owned or hereafter acquired by Purchaser and enjoyed by Seller, including Seller's and Purchaser's right to exist and carry on business as a public body, corporate and political, to the end that such rights, privileges and franchises shall be maintained and preserved, and shall not become abandoned, forfeited or in any manner impaired.

414. Maintain and Preserve the Project. Seller will operate, maintain and preserve, or will cause to be operated, maintained and preserved, the Project in good repair and working order and will operate or cause to be operated the Project, in an efficient and economical manner.

415. Other Liens. Seller and Purchaser shall keep, or cause to be kept, the Project and all parts thereof free from judgments, from mechanics and materialmen's liens (except those arising from construction of the Project) and free from all liens, claims, demands and encumbrances of whatsoever nature or character, other than Permitted Encumbrances, and Seller and Purchaser shall keep or cause to be kept the Project free from any claim or liability which might impair or impede the operations of the Project; provided, however, that Seller or Purchaser shall not be required to pay any such liens, claims

or demands if the validity thereof shall concurrently be contested in good faith by appropriate proceedings, and if Seller or Purchaser shall set aside, or cause to be set aside, reserves deemed by it to be adequate with respect thereto and provided further, that Seller or Purchaser upon the commencement of any proceedings to foreclose the lien of any such charge or claim, will forthwith pay, or cause to be paid, any such charge or claim unless contested in good faith as aforesaid. Seller, Purchaser or the Trustee, may, (after first giving the other parties ten (10) days' written notice to comply therewith and failure of party liable to so comply within said ten-day period) defend against any and all actions or proceedings in which the validity of this Agreement is or might be questioned, or may pay or compromise any claim or demand asserted in any such actions or proceedings; provided, however, that, in defending against such actions or proceedings or in paying or compromising such claims or demands, Seller shall not in any event be deemed to have waived or released Purchaser from liability for or on account of any of its covenants and warranties contained herein, or from its liability hereunder to defend the validity of this Agreement and the pledge herein made and to perform such covenants and warranties.

416. Against Encumbrances or Sales. Except for the encumbrance created by Purchasers Resolution No. ___ providing for the issuance of its 1976 Water Revenue Bonds neither Seller nor Purchaser shall create or suffer to be created any mortgage, pledge, lien, charge or encumbrance upon the Project, or upon any real or personal property essential to the operation of the Project except Permitted Encumbrances. Except as expressly provided in this Article IV, Purchaser shall promptly, at its own expense, take such action as may be necessary to discharge or remove any such mortgage, pledge, lien, charge or encumbrance for which it is responsible, if the same shall arise at any time. Neither Seller nor Purchaser shall sell or otherwise dispose of any property essential to the proper operation of the Project, except as otherwise permitted by this Agreement.

417. Prosecution and Defense of Suits. Purchaser shall, promptly upon request of Seller or its assignee, from time to time take such action, or cause such action to be taken, as may be necessary or proper to remedy or cure any defect in or cloud upon its interest in the Project whether now existing or hereafter developing and shall prosecute, or cause to be prosecuted, all such suits, actions and other proceedings as may be appropriate for such purpose and shall indemnify and save Seller and its assignee harmless from all loss, cost, damage and expense, including attorneys' fees, which they or any of them may incur by reason of any such defect, cloud, suit, action or proceedings.

418. Recordation and Filing. Purchaser shall record and file, or shall cause to be recorded and filed, this Agreement and all such documents as may be required by law (together with whatever else may be necessary or be reasonably required by Seller or its assignee), in such manner, at such times and in such places as may be required by law in order fully to preserve and protect the rights of Seller and its assignee under this Agreement.

419. Waiver of Laws. Purchaser shall not at any time insist upon or plead in any manner whatsoever, or claim or take the benefit or advantage of, or suffer, any stay or extension law now or at any time hereafter in force which may adversely affect the covenants and agreements contained in this Agreement and the benefit and advantage of any such law is hereby expressly waived by Seller to the extent that Seller may legally make such waiver.

420. Compliance with Conditions Precedent. Upon the date of delivery of this Agreement, all conditions, acts and things required by law or by this Agreement to have happened or to have been performed precedent to or in the execution of this Agreement shall exist, have happened and have been performed, and this Agreement shall be within every limit prescribed by law.

421. Power to Enter Into Agreements.

(a) Purchaser is duly authorized to enter into this Agreement and the Trust Agreement. The provisions of this Agreement are and will be the valid and legally enforceable obligations of Purchaser in accordance with their terms and the terms of this Agreement.

(b) Seller is duly authorized to enter into this Agreement, the Assignment Agreement and the Trust Agreement and to enter into the transactions contemplated by this Agreement, the Assignment Agreement and the Trust Agreement. Seller has duly authorized the execution and delivery of this Agreement, the Assignment Agreement and the Trust Agreement.

422. Further Assurances. Whenever and so often as requested so to do by Seller or its assignee, Purchaser will promptly execute and deliver or cause to be executed and delivered all such other and further instruments, documents or assurances, and promptly do or cause to be done all such other and further things, as may be necessary or reasonably required in order further and more fully to vest in Seller or its assignee all rights, interest, powers, benefits, privileges and advantages conferred or intended to be conferred upon Seller and its assignee by this Agreement.

423. Seller Not Liable. Neither Seller nor its assignee nor its members, officers, agents or employees shall be liable to the Purchasers or to any other person whomsoever for any death, injury or damage that may result to any person or property by or from any cause whatsoever in, on or about the Project. The Purchasers shall indemnify, or cause indemnification of, and hold Seller, its assignee, its and their members, officer, agents and employees harmless from, and defend each of them against, any and all claims, liens and judgments for death of or injury to any person or damage to property whatsoever occurring in, on or about the Project.

424. Indemnification Due to Trustee. Purchaser shall pay, or cause to be paid, to Seller or the Trustee as assignee of Seller, fees, compensation and expenses due under the Trust Agreement upon periodic billing therefor by Seller or the Trustee as assignee of Seller. In addition, Purchaser shall and hereby agrees to indemnify, or cause indemnification of, and hold, or cause to be held, Seller and the Trustee as assignee of Seller harmless from and against all claims, losses and damages, including legal fees and expenses, arising out of (i) the use, maintenance, condition or management of, or from any work or thing done on, the Project by Purchaser, (ii) any breach or default on the part of Purchaser in the performance of any of its obligations under this Agreement, (iii) any act of negligence of Purchaser, or of any of its agents, contractors, servants, employees or licensees with respect to the Project, (iv) the authorization of payment of the Cost of the Project by Purchaser, or (v) the defense (pursuant to Section 417 of the Installment Agreement or Section 611 of the Trust Agreement) against actions or proceedings in which the validity of this Agreement is or might be questioned and the payment or compromise of claims or demands asserted in any such actions or proceedings, all to the extent permitted by law. Indemnification for any tort mentioned in this Section shall be limited to the extent and in the amounts provided for by California law. No indemnification will be made under this Section or elsewhere in this Agreement for wilful misconduct, gross negligence or negligence by the Trustee, its officers, agents, employees, successors or assigns.

425. Authority to Operate the Project. The Seller shall assure that the Property including the Project is operated pursuant to complete and lawful authority. No permits, rights, franchises or privileges relating thereto shall be allowed to lapse or be forfeited so long as the same shall be necessary for the ownership or operation of the Project. Seller shall procure, or cause to be procured, the extension or renewal of each and every permit, right, franchise or privilege so expiring and necessary or desirable for the ownership or operation of the Project as such.

426. Operation and Equipping of the Project. The Seller shall continuously furnish and equip the Project, or cause the Project to be furnished and equipped, so that the Project shall at all times constitute complete and operational water treatment and distribution facilities which are conducted, operated and maintained in an efficient and economical manner. All costs of operating and maintaining the Project shall be borne by the Purchasers pro rata or as may otherwise be set forth in further agreements between the Seller and the Purchasers.

427. Furnishing Additional Information. Purchaser shall, from time to time, furnish or cause to be furnished to Seller or its assignees such data regarding the Project as shall be reasonably requested in order to enable Seller and the Trustee as assignee of Seller to determine whether there has been compliance with the covenants, terms and provisions of this Agreement and of the Trust Agreement.

428. Quiet Enjoyment. The parties hereto mutually covenant that Purchaser, so long as it shall keep and perform the covenants and agreements herein contained, shall at all times during the term of this Agreement peaceably and quietly, have, hold and enjoy its interest in the Project without suit, trouble or hindrance from Seller.

429. Restriction Against Pledge. Seller shall not pledge Installment Payments or other amounts derived from the Project or from rights of Seller under this Agreement nor shall Seller encumber or place any lien upon the Project, except as otherwise provided in this Agreement, the Reimbursement Agreement, Participants Security Agreements and the Trust Agreement.

430. Assignment by Seller. Except pursuant to the Assignment Agreement and except as otherwise set forth herein, Seller shall not assign this Agreement, its rights to receive Installment Payments or its duties and obligations hereunder.

431. No Violation of Other Agreements.

(a) Purchaser hereby represents that neither the execution and delivery of this Agreement and the Trust Agreement, nor the fulfillment of and compliance with the terms and conditions of the Trust Agreement and hereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of terms or violation of any other agreement to which Purchaser is a party or by which Purchaser is bound, or constitutes a default under any of the foregoing.

(b) Seller hereby represents that neither the execution and delivery of this Agreement, the Assignment Agreement, the Trust Agreement or the Reimbursement Agreement, nor the fulfillment of and compliance with the terms and conditions of the Trust Agreement and thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of terms or violation of any other agreement to which Seller is a party or by which Seller is bound, or constitutes a default under any of the foregoing or is in violation of any law, regulation or ruling of the State of California.

ARTICLE V

WATER REVENUES, COVENANTS

501. Water Revenue Fund. The Purchaser has established a Water Revenue Fund in connection with Purchasers 1976 Water Revenue Bond issue which is held by the appropriate financial officer of the Purchaser. All Gross Revenues of the Enterprise shall be deposited with the Treasurer and credited to the Water Revenue Fund. After the payment of or the provision for the payment of the principal and interest on Purchasers 1976 Water Revenue Bond issue, the Treasurer shall transfer moneys from the Water Revenue Fund to pay the Installment Payments in accordance with Section 305. Any moneys in excess of that budgeted as required for the payment of the Installment Payments and any obligations on a parity with the Installment Payments and the Maintenance and Operation Cost of the Enterprise shall constitute surplus revenues in the Water Revenue Fund. After all covenants contained herein have been duly performed, and provided that there are no amounts then owing to the Letter of Credit Bank, these surplus revenues may be used for: (1) extensions and betterments of the Enterprise; or (2) any lawful purpose of the Purchaser.

502. Covenants. So long as the Installment Payments are unpaid, the Purchaser makes the following covenants with the Seller and its assigns, which covenants are necessary, convenient and desirable to secure the payment of the Installment Payments; provided, however, that said covenants do not require the Purchaser to expend any funds other than the revenues received or receivable from the Enterprise.

Covenant 1. Discharge Claims. The Purchaser covenants that in order fully to preserve and protect the priority and security of the Installment Payments, the Purchaser shall pay from the Water Revenue Fund and discharge all lawful claims for labor, materials and supplies furnished for or in connection with the Enterprise which, if unpaid, may become a lien or

charge upon Gross Revenues of the Enterprise prior or superior to the lien of the Installment Payments and impair the security of the Installment Payments. The Purchaser shall also pay from the Water Revenue Fund all taxes and assessments or other governmental charges lawfully levied or assessed upon or in respect of the Enterprise or upon any part thereof or upon any of the Gross Revenues therefrom.

Covenant 2. Operate Works in Efficient and Economical Manner. The Purchaser covenants and agrees to operate the Enterprise in an efficient and economical manner and to operate, maintain and preserve the Enterprise in good repair and working order.

Covenant 3. Against Sale, Eminent Domain. The Purchaser covenants that the Enterprise shall not be mortgaged or otherwise encumbered, sold, leased, pledged, any charge placed thereon, or disposed of as a whole or substantially as a whole unless such sale or other disposition be so arranged as to provide for a continuance of payments into the Water Revenue Fund sufficient in amount to permit payment therefrom of the Installment Payments, payment of which is required to be made out of the Gross Revenues of the Enterprise. Provided that there is such continuance of payments into the Water Revenue Fund, the sale of a portion of the Enterprise to another Purchaser shall be permitted. The Gross Revenues of the Enterprise shall not be mortgaged, encumbered, sold, leased, pledged, any charge placed thereon, or disposed of or used except as authorized by the terms of this Agreement. The Purchaser further covenants that it will not enter any agreement which impairs the operation of the Enterprise or any part of it necessary to secure adequate revenues to pay the Installment Payments or which otherwise would impair the rights of the Purchaser with respect to the revenues or the operation of the Enterprise. If any substantial part of the Enterprise is sold, the payment therefor shall either be used for the acquisition and/or construction of improvements and extensions of the Enterprise or shall be placed in the appropriate funds and shall be used to pay the Installment Payments in the manner provided in this Agreement.

The Purchaser covenants that any amounts received as awards as a result of the taking of all or any part of the Enterprise by the lawful exercise of eminent domain, if any, either shall be used for the acquisition and/or construction of the improvements and extension of the Enterprise or shall be placed in the appropriate funds and shall be used to pay the Installment Payments in the manner provided in this Agreement.

Covenant 4. Insurance. The Purchaser covenants that it shall at all times maintain with responsible insurers all such insurance on the Enterprise as is customarily maintained with

respect to facilities and properties of like character against accident to, loss of or damage to such Enterprise or properties. If any useful part of the Enterprise shall be damaged or destroyed, such part shall be restored to use. The money collected from insurance against accident to or destruction of the physical Enterprise shall be used for repairing or rebuilding the damaged or destroyed Enterprise, and to the extent not so applied, shall be applied to the prepayment of the Installment Payments.

The Purchaser shall also maintain with responsible insurers workmen's compensation insurance and insurance against public liability and property damage to the extent reasonably necessary to protect the Purchaser and the Gross Revenues.

The Purchaser may be self-insured up to \$500,000 for any single event.

Covenant 5. Records and Accounts. The Purchaser covenants that it shall keep proper books of record and accounts of the Enterprise, separate from all other records and accounts, in which complete and correct entries shall be made of all transactions relating to the Enterprise. Said books shall at all reasonable times be subject to the inspection of the Seller or its assigns, and the Letter of Credit Bank.

Covenant 6. No Free Service. The Purchaser covenants that, except to the extent that the Purchaser is required under agreements and/or contracts existing on the effective date of this Agreement, no water or other service from the Enterprise may be furnished or rendered to the United States of America, the State of California, or any private corporation or person free of charge, and that, except to the extent that the Purchaser is required under agreements and/or contracts existing on the effective date of this Agreement, no such service shall be rendered to the United States of America, the State of California, or any private corporation or person at rates or for consideration lower than those charged other persons for similar service. The Purchaser covenants that it shall at all times during the period any of the Certificates are Outstanding maintain and enforce valid regulations for the payment of bills for water service and that such regulations shall at all times during such period provide that the Purchaser shall discontinue water service to any user whose water bill has not been paid within the time fixed by said regulations, which shall not be more than two months from the date the water bill became delinquent.

Covenant 7. Rates and Charges. The Purchaser shall and hereby covenants that it shall prescribe, revise and collect such rates and charges for the services and facilities of the

Enterprise which, after making allowances for contingencies and error in the estimates, shall in each Fiscal Year be at least sufficient, when added to funds on hand, to pay the following amounts in the order set forth:

(a) The Installment Payments and any parity obligations as they become due and payable;

(b) All current expenses for the Maintenance and Operation Cost of the Enterprise.

(c) All payments required to meet any other obligations of the Purchaser which are charges, liens, encumbrances upon or payable from the principal and interest on the Purchaser's 1976 Water Revenue Bonds, Gross Revenues of the Enterprise, including the, Trustee's fees, unreimbursed draws on the Letter of Credit, Letter of Credit Bank fees and Tender Interest;

and the charges shall be so fixed that the Gross Revenues of the Enterprise shall be at least 1.25 times the amounts payable under (a), assuming an interest rate on the Certificates of 8% per; and shall be 1.00 times the amounts payable under each of (b) and (c), if within six months after any increase in the interest rate on the Certificates above 8% per annum, the Purchaser shall increase its rates and charges to a level sufficient to maintain the foregoing coverage.

Covenant 8. No Priority for Additional Obligations. The Purchaser covenants that no additional bonds, notes or obligations shall be issued pursuant to any law of the State of California having any priority in payment of principal or interest out of the Gross Revenues of the Enterprise over the Installment Payments to be payable out of said revenues.

Covenant 9. Limits on Additional Debt. The Purchaser covenants that, except for obligations issued to refund the Certificates, no additional indebtedness evidenced by revenue bonds, revenue notes or any other evidences of indebtedness payable out of the Water Revenue Fund and ranking on a parity with the obligation to make the Installment Payments shall be created or incurred unless:

First: The Purchaser is not in default under the terms of this Agreement; and

Second: The Net Revenues of the Enterprise, calculated on sound accounting principles, as shown by the books of the Purchaser for the latest fiscal year or the last completed 12 month period ended at least 60 days prior to the adoption of the resolution of issuance for such

additional indebtedness as shown by an audit certificate or opinion of an independent certified public accountant or firm of certified public accountants employed by the Purchaser, plus, at the option of the Purchaser, any or all of the items hereinafter in this covenant designated (a) and (b), shall have amounted to at least 1.25 times the Installment Payments due and any additional debt due in the next fiscal year immediately subsequent to the incurring of such additional indebtedness.

The items any or all of which may be added to such Net Revenues of the Enterprise for the purpose of applying the restriction contained in this covenant are the following:

(a) An allowance for Net Revenues of the Enterprise from any additions to or improvements or extensions of the Enterprise to be made with the proceeds of such additional indebtedness, and also for net revenues of the Enterprise from any such additions, improvements or extensions which have been made from moneys from any source but which, during all or any part of such fiscal year or last completed 12-month period, were not in service, all in an amount equal to 75% of the estimated additional average annual net revenues of the Enterprise to be derived from such additions, improvements and extensions for the first 36-month period in which each addition, improvement or extension, respectively, is expected to be in operation, all as shown by the certificate or opinion of a qualified independent engineer employed by the Purchaser.

(b) An allowance for earnings arising from any increase in the charges made for service from the Enterprise which has become effective prior to the incurring of such additional indebtedness but which, during all or any part of such fiscal year or last completed 12-month period, was not in effect, in an amount equal to 75% of the amount by which the net revenues of the Enterprise would have been increased if such increase in charges had been in effect during the whole of such fiscal year or last completed 12-month period, as shown by the certificate or opinion of a qualified independent engineer employed by the Purchaser.

Nothing herein shall preclude the Purchaser from issuing obligations subordinate to the payment of the Installment Payments.

Covenant 10. Against Competing Utility. The Purchaser will not acquire, construct, operate or maintain, and will not, within the scope of its powers, permit any other private or public corporation, political subdivision, district or agency,

or any person whomsoever to acquire, construct, operate or maintain within the Purchaser's boundaries or any part thereof, any system or utility in competition with the Enterprise.

Covenant 11. Financial Reports. Within one hundred and eighty (180) days after the close of each fiscal year of Purchaser, Purchaser will furnish, or cause to be furnished, to Seller or its assignee and to the Letter of Credit Bank detailed certified reports of audit, based on an examination sufficiently complete, prepared by an independent certified public accountant, covering the operations of Purchaser's Water Revenue Fund and the Enterprise for said fiscal year. Such audit report shall include statements of the status of each account pertaining to the Enterprise, showing the amount and source of deposits therein, the amount and purpose of the withdrawals therefrom and the balance therein at the beginning and end of said fiscal year.

Covenant 12. Purchase of Additional Capacity. In the event of default by another defaulting Purchaser and the capacity of that defaulting Purchaser has not been acquired by another Purchaser or entity, the Purchaser agrees to purchase a portion of said defaulting Purchaser's capacity on the following conditions:

1. The purchase price for said capacity shall be not less than the payment of the balance of the Installment Payments of the defaulting Purchaser attributable to the capacity being acquired.
2. The aggregate amount of the defaulting Purchaser's capacity acquired does not exceed 25% of the original capacity of the acquiring Purchaser in the Project.

Covenant 13. Purchase of Water. Should an event of default occur hereunder the Purchaser covenants that it will obtain and pay for water from the Authority up to the amount of its originally purchased capacity interest in the Project before it will obtain, purchase, rent, lease or otherwise acquire water, or an interest in water, from any public or private source other than the Authority.

503. Prior Lien Water Revenue Bonds. The payment of the Installment Payments and all covenants and provisions of this Agreement are subject to the prior first lien on the Gross Revenues of the Enterprise created by Resolution No. ___ of the Purchaser providing for the issuance of Purchaser's 1976 Water Revenue Bonds and further subject to the rights and obligations of the Purchaser set forth in said Resolution.

ARTICLE VI

EVENTS OF DEFAULT AND REMEDIES

601. Events of Default Defined. The following shall be "events of default" under this Agreement and the terms "events of default" and "default" shall mean, whenever they are used in this Agreement, with respect to the Purchaser, any one or more of the following events, namely:

(a) Failure by Purchaser to pay any Installment Payment or other payment required to be paid hereunder at the time specified herein;

(b) Failure by Purchaser to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in clause (a) of this Section, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied has been given to Purchaser by Seller or its assignee; provided, however, that Seller or its assignee may, upon written request of Purchaser prior to the expiration of such thirty (30) day period, consent to an extension of such time in order to cure such failure if corrective action has been instituted by Purchaser and is being diligently pursued and will, in the judgment of Seller or its assignee, be diligently pursued until the default is corrected;

(c) A court having jurisdiction in the Project shall enter a decree or order for relief in respect of Purchaser in an involuntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of Purchaser or for any substantial part of its property, or ordering the winding up or liquidation of its affairs, and such decree or order shall remain unstayed and in effect for a period of sixty (60) days;

(d) Purchaser shall commence a voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or shall consent to the entry of an order for relief in an involuntary case under any such law, or shall consent to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or similar official) of Purchaser for any substantial part of its property, or shall make any general assignment for the benefit of creditors, or shall fail generally to pay its debts as they become due or shall take any corporate action in furtherance of any of the foregoing; or

The Seller shall give written notice of a default by the Purchaser to the Trustee and the Letters of Credit Bank. The Letter of Credit Bank shall have the right to cure any default under (a) and (b) hereof within thirty (30) days of receipt of such written notice.

602. Remedies on Default. Upon the happening of any of the events of default specified in Section 601 hereof, which default has not been cured by the Letter of Credit Bank as provided in Section 601 hereof, Seller or its assignee may exercise any and all remedies available pursuant to law or granted pursuant to this Agreement. Seller or its assignee is expressly authorized hereby to take over for the benefit of Seller or its assigns the Purchaser's interest in the Project described in Exhibit A of the Trust Agreement, and, in addition, at its option, to terminate this Agreement. In the event of default and notwithstanding the take-over of the Purchaser's interest in the Project by Seller or its assignee, Purchaser shall, as herein expressly provided, continue to remain liable for the payment of Installment Payments and/or damages for breach of this Agreement and the performance of all conditions herein contained and, in any event, such Installment Payments and/or damages shall be payable to Seller or its assignee at the time and in the manner set forth in subsections (a) and (b) of this Section.

(a) In the event that Seller or its assignee does not elect to terminate this Agreement pursuant to subparagraph (b) below, Purchaser agrees to and shall remain liable for the payment of Installment Payments and the performance of all conditions herein contained and shall reimburse Seller or its assignee for any deficiency arising out of the sale or leasing of the Purchaser's interest in the Project, or, in the event that Seller or its assignee is unable to sell or lease the Purchaser's interest in the Project, then for the full amount of the Installment Payments to the end of the term of this Agreement, but said Installment Payments and/or deficiency shall be payable only at the same time and in the same manner as provided in Section 305, notwithstanding such take-over of the Purchaser's capacity in the Project by Seller or its assignee or any suit in unlawful detainer, or otherwise, brought by Seller or its assignee for the purpose of effecting such take-over of the Purchaser's capacity in the Project or the exercise of any other remedy by the Seller or its assignee. Purchaser hereby irrevocably appoints Seller or its assignee as the agent and attorney-in-fact of the Purchaser to sell or lease the Purchaser's capacity in the Project in the event of default by Purchaser. Purchaser hereby exempts and agrees to save harmless Seller and its assignee from any cost, loss or damage whatsoever arising or occasioned by any such entry upon and the sale or the letting of the Purchaser's

capacity in the Project. Purchaser hereby waives any and all claims for damages caused, or which may be caused, by Seller or its assignee in entering and taking possession of the Purchaser's capacity in the Project, for all claims for damages that may result from the destruction of or injury to the Project, and all claims for damages to or loss of any property belonging to Purchaser that may be in or upon the Project. Purchaser agrees that the terms of this Agreement constitute full and sufficient notice of the right of Seller or its assignee to sell or lease the Purchaser's capacity in the Project in the event of such taking of possession without effecting a surrender of this Agreement, and further agrees that no acts of Seller or its assignee in effecting such sale or leasing shall constitute a surrender or termination of this Agreement irrespective of the term for which such sale or leasing is made, or of the terms and conditions of such sale or leasing, or otherwise, but that, on the contrary, in the event of such default by Purchaser, the right to terminate this Agreement shall vest in Seller or its assignee to be effected in the sole and exclusive manner hereinafter provided for in subsection (b) below. Purchaser shall have the right to any sale proceeds or rental obtained by Seller or its assignee in excess of the full amount of the Installment Payments herein specified.

(b) In the event of default by Purchaser and consequent termination of this Agreement at the option of Seller or its assignee in the manner hereinafter provided (and notwithstanding the taking of possession of the Purchaser's capacity in the Project by Seller or its assignee in any manner whatsoever or the sale or leasing of the Project), Purchaser nevertheless agrees to pay to Seller or its assignee all cost, loss or damages howsoever arising or occurring payable at the same time and in the same manner as in the case of payment of Installment Payments pursuant to Section 305 of the Trust Agreement. Neither notice to pay the Installment Payments or to deliver up possession of the Project given pursuant to law nor any proceeding in unlawful detainer taken by Seller or its assignee shall of itself operate to terminate this Agreement, and no termination of this Agreement on account of default by Purchaser shall be or become effective by operation of law, or otherwise, unless and until Seller or its assignee shall have given written notice to the Purchaser of the election on the part of Purchaser or its assignee to terminate this Agreement.

Each and all of the remedies given to Seller and its assignee hereunder or by any law now or hereafter enacted are cumulative and the exercise of one right or remedy shall not impair the right to Seller or its assignee to exercise any or all other remedies.

Notwithstanding the foregoing, no action shall be taken by the Seller or its assignee under this Section without the prior written consent of the Letter of Credit Bank.

603. Suits at Law or in Equity and Mandamus. In addition to the remedies set forth in Section 602 of the Trust Agreement, in case one or more of the events of default shall happen, then and in every such case, Seller and its assignee shall be entitled to proceed to protect and enforce the rights vested in the Seller by this Agreement by such appropriate judicial proceeding as Seller or its assignee shall deem most effectual to protect and enforce any such right, either by suit in equity or by action at law, whether for the specific performance of any covenant or agreement contained in this Agreement or by law. The provisions of this Agreement and the duties of Purchaser and of the officers, agents and employees thereof shall be enforceable by Seller or its assignee by mandamus or other appropriate suit, action or proceeding in any court of competent jurisdiction.

(a) Without limiting the generality of the foregoing, Seller and its assignee shall have the right:

(i) Accounting. By action or suit in equity to require the Purchaser and its officers, agents and employees to provide an accounting as the trustee of an express trust.

(ii) Injunction. By action or suit in equity to enjoin any acts or things which may be unlawful or in violation of the rights of Seller or its assignee.

(iii) Mandamus. By mandamus or other suit, action or proceeding at law or equity to enforce its or their rights against Purchaser and its and any of its officers, agents, and employees, and to compel it or them to perform and carry out its and their duties and obligations under the law and its and their covenants and agreements with Purchaser as provided herein.

604. Non-Waiver. Nothing in this Article VI or in any other provision of this Agreement shall affect or impair the obligation of Purchaser, which is to pay the Installment Payments, as herein provided. No delay or omission of Seller or its assignee to exercise any right or power arising upon the happening of any event of default shall impair any such right or power or shall be construed to be a waiver of any such event of default or any acquiescence therein, and every power and remedy given by this Article VI to Seller and its assignee may be exercised from time to time and as often as shall be deemed expedient by Seller or its assignee.

605. Remedies Not Exclusive. No remedy herein or by law conferred upon or reserved to Seller or its assignee is intended to be exclusive of any other remedy, but each such remedy is cumulative and in addition to every other remedy, and every remedy given hereunder or now or hereafter existing, at law or in equity or by statute or otherwise may be exercised without exhausting and without regard to any other remedy conferred or by any law.

606. Status Quo. In case any suit, action or proceeding to enforce any right or exercise any remedy shall be brought or taken and then discontinued or abandoned, or shall be determined adversely to Seller and its assignee, then, and in every such case, Seller and its assignee shall be restored to its former position and rights and remedies as if no such suit, action or proceedings had been brought or taken.

ARTICLE VII

ADMINISTRATIVE PROVISIONS

701. Preservation and Inspection of Documents. All documents received by Seller or its assignee or Purchaser under the provisions of this Agreement shall be retained in their respective possessions and shall be subject at all reasonable times to the inspection of the other party hereto and its assigns, agents and representatives, any of whom may make copies thereof.

702. Parties in Interest. Nothing in this Agreement, expressed or implied, is intended to or shall be construed to confer upon or to give to any person or party other than Seller, its assignee the Letter of Credit Bank and Purchaser any rights, remedies or claims under or by reason of this Agreement or any covenants, condition or stipulation of the Trust Agreement; and all covenants, stipulations, promises and agreements in this Agreement made by or on behalf of Seller or Purchaser shall be for the sole and exclusive benefit of Seller and its assignee, the Trustee and the Letter of Credit Bank and Purchaser.

703. No Recourse Under Agreement. All covenants, stipulations, promises, agreements and obligations of the parties hereto contained in this Agreement shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the parties hereto, respectively, and not of any member, officer, employee or agent of the parties hereto in an individual capacity, and no recourse shall be had under this Agreement for the payment of the Installment Payments or for any claim based thereon or under this Agreement against any member, officer, employee or agent of the parties hereto.

704. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or deposited in the United States mail in registered form with postage fully prepaid:

If to the Seller:

Water Facilities Authority
P. O. Box 71
Montclair, California 91763
Attn: General Manager

If to the Trustee:

Bank of America National Trust and
Savings Association
555 South Flower, Fifth Floor
Los Angeles, California
Attn: Security Services Division-Trust (213) 228-4146

If to the Letter of Credit Bank:

The Mitsubishi Bank, Ltd., Los Angeles Agency
800 Wilshire Boulevard
Los Angeles, California 90017
Attn: Letter of Credit Department

If to the Remarketing Agent:

Merrill Lynch, Pierce, Fenner
& Smith, Incorporated
Tax-Exempt Money Markets
Department 43rd Floor
One Liberty Plaza 165 Broadway
New York, New York 10080 (212) 637-8862

If to the Paying Agent:

BankAmerica Trust Company of New York
Corporate Trust Department
40 Broad Street 4th Floor
New York, New York 10064 (212) 248-6992

If to Chino:

City of Chino
13220 Central Avenue
Chino, California 91710
Attn: City Manager (714) 627-7577

If to Ontario:

City of Ontario
303 East B Street
Ontario, California 91764
Attn: City Manager

(714) 986-1151

If to Upland:

City of Upland
460 N. Euclid Avenue
Upland, California 91786
Attn: City Manager

(714) 982-1352

If to County:

San Bernardino County Waterworks
District No. 8
13260 Central Avenue
Chino, California 91710
Attn: Chino Valley Manager

(714) 627-7575

If to Monte Vista:

Monte Vista Water District
10575 Central Avenue
Montclair, California 91763
Attn: General Manager

(714) 624-0035

The parties hereto, by notice given hereunder, may, respectively designate different addresses to which subsequent notices, certificates or other communications will be sent.

705. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon Seller and Purchaser and their respective successors and assigns.

706. Severability. If any one or more of the covenants, stipulations, promises, agreements or obligations provided in this Agreement on the part of Seller or Purchaser to be performed should be determined by a court of competent jurisdiction to be contrary to law, then such covenant, stipulation, promise, agreement or obligation shall be deemed and construed to be severable from the remaining covenants, stipulations, promises, agreements and obligations herein contained and shall in no way affect the validity of the other provisions of this Agreement.

707. Headings. Any headings preceding the text of the several Articles and Sections of the Trust Agreement, and any table of contents or marginal notes appended to copies of the

Trust Agreement, shall be solely for convenience or reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

708. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

709. Seller and Purchaser Representatives. Whenever under the provisions of this Agreement the approval of Seller or its assignee or Purchaser is required, or Seller or its assignee or Purchaser are required to take some action at the request of the other, such approval of such request may be given for Seller by an Authorized Representative of Seller, for assignees of Seller by an authorized representative thereof, and for Purchaser by an Authorized Representative of City, and any party hereto shall be authorized to rely upon any such approval or request.

710. Form of Certificate of Officers. Every certificate with respect to compliance with a condition or covenant provided for in this Agreement and which is precedent to the taking of any action under this Agreement shall include:

(a) A statement that the person making or giving such certificate has read such covenant or condition and the definitions herein relating thereto;

(b) A brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate are based;

(c) A statement that, in the opinion of the signer, he has made or caused to be made such examination or investigation as is necessary to enable him to express an informed opinion as to whether or not such covenant or condition has been complied with; and

(d) A statement as to whether, in the opinion of the signer, such condition or covenant has been complied with.


A certificate may be based, insofar as its relates to legal matters, upon a certificate or opinion of or representations by counsel, unless the persons provided the certificate know that the certificate or representations with respect to the matters upon which the certificate may be based are erroneous, or in the exercise of reasonable care should have known that the same were erroneous.

711. Counterpart. This Installment Agreement may be executed in counterpart.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their respective names by their duly authorized officers as of the date first above written.

WATER FACILITIES AUTHORITY, as
Seller

By:


Chairman

By:


Secretary

CITY OF ONTARIO, as Purchaser

By:


Mayor *pro Tem*

ATTEST:



City Clerk

EXHIBIT A

<u>COMPONENT</u>	<u>UPLAND</u>	<u>MVWD</u>	<u>ONTARIO</u>	<u>CHINO</u>	<u>SBC#8</u>
Treatment Plant	29.4118	14.7059	29.4118	11.7647	14.7059
Pipeline to 8th Street	.0000	23.8095	47.6190	28.5714	.0000
Pipeline to 8th Street	.0000	.0000	100.0000	.0000	.0000
Pipeline to 8th Street	.0000	.0000	.0000	100.0000	.0000
Connections	20.0000	20.0000	40.0000	20.0000	.0000
Energy R. S. Ontario	.0000	.0000	100.0000	.0000	.0000
Energy R.S. Chino	.0000	.0000	.0000	100.0000	.0000
Energy R.S. Ontario, Chino	.0000	.0000	55.5555	44.4445	.0000

Gulanto #7

EXHIBIT B

Installment Payments

Payment Date	Principal Component	Interest* Component	Total Payment
-----	-----	-----	-----
15-Dec-85	\$0.00	\$265,800.33	\$265,800.33
01-Apr-86	0.00	265,800.33	265,800.33
01-Jul-86	0.00	265,800.33	265,800.33
01-Oct-86	0.00	265,800.33	265,800.33
01-Jan-87	0.00	265,800.33	265,800.33
01-Apr-87	0.00	265,800.33	265,800.33
01-Jul-87	0.00	265,800.33	265,800.33
01-Oct-87	9,574.94	265,800.33	275,375.27
01-Jan-88	9,574.94	265,800.33	275,375.27
01-Apr-88	9,574.94	265,800.33	275,375.27
01-Jul-88	9,574.94	265,800.33	275,375.27
01-Oct-88	9,574.94	265,034.34	274,609.28
01-Jan-89	9,574.94	265,034.34	274,609.28
01-Apr-89	9,574.94	265,034.34	274,609.28
01-Jul-89	9,574.94	265,034.34	274,609.28
01-Oct-89	19,149.88	264,268.34	283,418.22
01-Jan-90	19,149.88	264,268.34	283,418.22
01-Apr-90	19,149.88	264,268.34	283,418.22
01-Jul-90	19,149.88	264,268.34	283,418.22
01-Oct-90	19,149.88	262,736.35	281,886.23
01-Jan-91	19,149.88	262,736.35	281,886.23
01-Apr-91	19,149.88	262,736.35	281,886.23
01-Jul-91	19,149.88	262,736.35	281,886.23
01-Oct-91	19,149.88	261,204.36	280,354.24
01-Jan-92	19,149.88	261,204.36	280,354.24
01-Apr-92	19,149.88	261,204.36	280,354.24
01-Jul-92	19,149.88	261,204.36	280,354.24
01-Oct-92	19,149.88	259,672.37	278,822.25
01-Jan-93	19,149.88	259,672.37	278,822.25
01-Apr-93	19,149.88	259,672.37	278,822.25
01-Jul-93	19,149.88	259,672.37	278,822.25
01-Oct-93	28,724.82	258,140.38	286,865.20
01-Jan-94	28,724.82	258,140.38	286,865.20
01-Apr-94	28,724.82	258,140.38	286,865.20
01-Jul-94	28,724.82	258,140.38	286,865.20
01-Oct-94	28,724.82	255,842.40	284,567.22
01-Jan-95	28,724.82	255,842.40	284,567.22
01-Apr-95	28,724.82	255,842.40	284,567.22
01-Jul-95	28,724.82	255,842.40	284,567.22
01-Oct-95	38,299.76	253,544.41	291,844.17
01-Jan-96	38,299.76	253,544.41	291,844.17
01-Apr-96	38,299.76	253,544.41	291,844.17
01-Jul-96	38,299.76	253,544.41	291,844.17

Gulfano #2

01-Oct-96	38,299.76	250,480.43	288,780.19
01-Jan-97	38,299.76	250,480.43	288,780.19
01-Apr-97	38,299.76	250,480.43	288,780.19
01-Jul-97	38,299.76	250,480.43	288,780.19
01-Oct-97	47,874.70	247,416.45	295,291.15
01-Jan-98	47,874.70	247,416.45	295,291.15
01-Apr-98	47,874.70	247,416.45	295,291.15
01-Jul-98	47,874.70	247,416.45	295,291.15
01-Oct-98	47,874.70	243,586.47	291,461.17
01-Jan-99	47,874.70	243,586.47	291,461.17
01-Apr-99	47,874.70	243,586.47	291,461.17
01-Jul-99	47,874.70	243,586.47	291,461.17
01-Oct-99	57,449.64	239,756.50	297,206.14
01-Jan-2000	57,449.64	239,756.50	297,206.14
01-Apr-2000	57,449.64	239,756.50	297,206.14
01-Jul-2000	57,449.64	239,756.50	297,206.14
01-Oct-2000	67,024.58	235,160.53	302,185.11
01-Jan-2001	67,024.58	235,160.53	302,185.11
01-Apr-2001	67,024.58	235,160.53	302,185.11
01-Jul-2001	67,024.58	235,160.53	302,185.11
01-Oct-2001	76,599.52	229,798.56	306,398.08
01-Jan-2002	76,599.52	229,798.56	306,398.08
01-Apr-2002	76,599.52	229,798.56	306,398.08
01-Jul-2002	76,599.52	229,798.56	306,398.08
01-Oct-2002	86,174.46	223,670.60	309,845.06
01-Jan-2003	86,174.46	223,670.60	309,845.06
01-Apr-2003	86,174.46	223,670.60	309,845.06
01-Jul-2003	86,174.46	223,670.60	309,845.06
01-Oct-2003	95,749.40	216,776.64	312,526.04
01-Jan-2004	95,749.40	216,776.64	312,526.04
01-Apr-2004	95,749.40	216,776.64	312,526.04
01-Jul-2004	95,749.40	216,776.64	312,526.04
01-Oct-2004	114,899.28	209,116.69	324,015.97
01-Jan-2005	114,899.28	209,116.69	324,015.97
01-Apr-2005	114,899.28	209,116.69	324,015.97
01-Jul-2005	114,899.28	209,116.69	324,015.97
01-Oct-2005	124,474.22	199,924.75	324,398.97
01-Jan-2006	124,474.22	199,924.75	324,398.97
01-Apr-2006	124,474.22	199,924.75	324,398.97
01-Jul-2006	124,474.22	199,924.75	324,398.97
01-Oct-2006	143,624.10	189,966.81	333,590.91
01-Jan-2007	143,624.10	189,966.81	333,590.91
01-Apr-2007	143,624.10	189,966.81	333,590.91
01-Jul-2007	143,624.10	189,966.81	333,590.91
01-Oct-2007	172,348.92	178,476.88	350,825.80
01-Jan-2008	172,348.92	178,476.88	350,825.80
01-Apr-2008	172,348.92	178,476.88	350,825.80
01-Jul-2008	172,348.92	178,476.88	350,825.80
01-Oct-2008	191,498.80	164,688.97	356,187.77
01-Jan-2009	191,498.80	164,688.97	356,187.77

Ontario #3

01-Apr-2009	191,498.80	164,688.97	356,187.77
01-Jul-2009	191,498.80	164,688.97	356,187.77
01-Oct-2009	220,223.62	149,369.06	369,592.68
01-Jan-2010	220,223.62	149,369.06	369,592.68
01-Apr-2010	220,223.62	149,369.06	369,592.68
01-Jul-2010	220,223.62	149,369.06	369,592.68
01-Oct-2010	248,948.44	131,751.17	380,699.61
01-Jan-2011	248,948.44	131,751.17	380,699.61
01-Apr-2011	248,948.44	131,751.17	380,699.61
01-Jul-2011	248,948.44	131,751.17	380,699.61
01-Oct-2011	287,248.20	111,835.30	399,083.50
01-Jan-2012	287,248.20	111,835.30	399,083.50
01-Apr-2012	287,248.20	111,835.30	399,083.50
01-Jul-2012	287,248.20	111,835.30	399,083.50
01-Oct-2012	325,547.96	88,855.44	414,403.40
01-Jan-2013	325,547.96	88,855.44	414,403.40
01-Apr-2013	325,547.96	88,855.44	414,403.40
01-Jul-2013	325,547.96	88,855.44	414,403.40
01-Oct-2013	363,847.72	62,811.61	426,659.33
01-Jan-2014	363,847.72	62,811.61	426,659.33
01-Apr-2014	363,847.72	62,811.61	426,659.33
01-Jul-2014	363,847.72	62,811.61	426,659.33
01-Oct-2014	421,297.36	33,703.79	455,001.15
01-Jan-2015	421,297.36	33,703.79	455,001.15
01-Apr-2015	421,297.36	33,703.79	455,001.15
01-Jul-2015	421,297.36	33,703.79	455,001.15

- * During the period that Certificates bear interest at an Adjusted Interest Rate, the Interest Component shall be computed at 8.0%, or at the highest Adjusted Interest Rate during the preceding three (3) months period, whichever is higher. Following conversion to a Fixed Rate of Interest, the Interest Component shall be the Fixed Rate of Interest.

APPENDIX E

**CALIFORNIA DEPARTMENT
OF
HEALTH SERVICES
LETTER OF AUGUST 16, 1999
PERTAINING TO
"PERMIT AMENDMENT – INCREASED FILTRATION RATE"
(SYSTEM NO. 3610006)**

**DEPARTMENT OF HEALTH SERVICES
DRINKING WATER FIELD OPERATIONS BRANCH**

Government Center
464 West 4th Street, Suite 437
San Bernardino, CA 92401
GEN (909) 383-4328
FAX (909) 383-4745



August 16, 1999

Eric Fraser, P.E.
Plant Manager, Agua de Lejos Water Filtration Plant
Water Facilities Authority
1775 N. Benson Avenue
Upland, CA 91784

Subject: Permit Amendment-Increased Filtration Rate (System No. 3610006)

Dear Mr. Fraser:

This is in reference to a permit amendment application dated March 30, 1999, submitted with your letter dated May 18, 1999. Supporting documentation was initially submitted with your letter dated March 30, 1999. Our letter to you dated April 19, 1999, provided our comments. Your letter dated May 18, 1999, addressed some of our comments. In order to resolve other issues, a meeting was held with you on June 24, 1999, at which remaining issues were also addressed. As a result of the meeting, you submitted additional information on the pretreatment results with your letter dated July 1, 1999.

Currently the approved capacity of the Agua de Lejos water filtration plant (Plant), based on the previous studies, is 68 MGD in contrast to the design capacity of 77 MGD (8.4 gpm/ft²). Your permit amendment application requested that the Plant capacity be increased from the current 77 MGD to 81 MGD. During a three week study in November 1998 the Plant was operated with one of the four sedimentation basins and equivalent of four of 16 filters in service, at an average flow of 20.25 MGD (range of 19.7 to 20.7 MGD). Actually five filters were in rotation with only four filters in service at any one time. Typical filter run lengths were 10 hours each. The filtration rate achieved was 8.8 gpm/ft² under these operating conditions. Based on the readings of the individual filter effluent turbidities, the following range of results were reported for the three week study period:

Water Facilities Authority-Increased Filtration Rate
August 16, 1999
Page 2

Filter No.	TURBIDITY, NTU		
	Average	Minimum	Maximum
2	0.05-0.07	0.04-0.06	0.09-0.28
4	0.04-0.04	0.02-0.04	0.07-0.26
5	0.05-0.07	0.03-0.03	0.09-0.24
6	0.05-0.07	0.03-0.04	0.09-0.26
8	0.04-0.05	0.03-0.04	0.09-0.31

The individual filter effluent turbidity results complied with SWTR requirements. Further, the combined filter effluent turbidities ranged between 0.04 and 0.09 NTU with an average of 0.046 NTU which is also in compliance with SWTR requirements.

The settled water turbidities (range of 3.0 to 4.9 NTU) during the study period, however, were generally similar to, and often marginally higher than, the raw water turbidities (range of 2.5 to 3.3 NTU). Also, the settled water turbidities were significantly higher than the goal of 1 to 2 NTU referenced in the Department's Cryptosporidium Action Plan (CAP), dated April 1995. It is recognized that low turbidity raw waters are more difficult to pretreat. It is nevertheless important to explore all options of optimization.

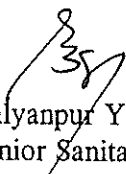
The current Water Supply Permit for Water Facilities Authority was issued on July 22, 1987, before the construction of the facilities was complete. A new full permit will be issued in the near future that documents the Plant's current facilities. Therefore, this letter serves to communicate the decision of the Department on the increased filtration rate prior to issuance of the new full permit.

The Department approves the increased filtration rate of Agua de Lejos water filtration plant from 8.4 gpm/ft² to 8.8 gpm/ft². However, the length of filter runs cannot exceed a maximum of 10 hours based on the filter runs during the studies. If you wish to operate the filters with longer filter runs, please submit additional performance data for such longer filter runs for our consideration. When all 16 filters are in service under the above conditions, the Plant capacity can be increased to the rate of 81 MGD.

We commend the Water Facilities Authority on their efforts to comply with the SWTR requirements and urge further efforts to optimize the pretreatment to meet the goals of CAP. We look forward to working with you and your staff in the future. If you have questions, please call me at (909) 383-4327.

Water Facilities Authority-Increased Filtration Rate
August 16, 1999
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Sincerely,


Kalyanpur Y. Baliga, Ph.D., P.E.
Senior Sanitary Engineer

cc: Robert Brownwood
Cindy Forbes
Richard Haberman
SBCDEHS

ORDINANCE NO. 99-07-02
ORDINANCE OF THE WATER FACILITIES AUTHORITY-JPA
REPEALING ORDINANCE 96-09-01

WHEREAS, the Agua de Lejos Treatment Plant has been in service since 1988;

WHEREAS, in order to maintain a state of plant readiness and reliability a scheduled approach to replacement of capital equipment is needed;

WHEREAS, a need to stabilize the fiscal impacts incurred by each Member Agency is needed;

NOW, THEREFORE, be it ordained by the Board of Directors of the Water Facilities Authority - Joint Powers Agency ("WFA") that:

1. This Ordinance establishes nine charges that will be made to each Member Agency. Charges to the Member Agencies for the WFA COPs will still be governed by the installment payment agreements. These charges are set forth below.

2. Definitions.

g. "Capital Replacement Project": Projects and/or equipment that are identified in the Capital Replacement Plan.

h. "FY": The Fiscal Year of the WFA beginning July 1.

3. Payments for the Capital Investment Required for the Treatment Plant. The final cost of the treatment plant (land, Metropolitan Water District of Southern California ("MWD") connection, treatment plant, and treatment plant expansion) is to be allocated among the Member Agencies based on percent entitlement of the treatment plant. Payments on the Certificates of Participation ("COPs") will be made quarterly in advance. The percentage entitlement of design capacity of each Member Agency is:

City of Upland	23.0% of design capacity in mg
Monte Vista Water District	24.0% of design capacity in mg
City of Ontario	31.4% of design capacity in mg
City of Chino	5.9% of design capacity in mg
City of Chino Hills	15.7% of design capacity in mg

4. Operations Issues.

a. If plant capability exceeds plant design capacity of 77 mgd, then each participating Member Agency's entitlement of plant capability is according to the

APPENDIX F

**ORDINANCE NO. 99-07-02
"ORDINANCE OF THE WATER FACILITIES AUTHORITY – JPA
REPEALING ORDINANCE 96-09-01"**

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2. Definitions.

- a. "Plant Capability": The total capability of the plant, based upon the current physical limits of the treatment plant, the ability to produce water that meets all drinking water standards, and any other reason that may justify operating the treatment plant at more or less than design capacity.
- b. "Design Capacity": The capacity of the Agua de Lejos Treatment Plant is 77 mgd.
- c. "Member Agency": The agencies that are signatories to the WFA Joint Powers Agreement.
- d. "IEUA": Inland Empire Utility Agency (formerly Chino Basin Municipal Water District).
- e. "Capital Replacement Plan": The plan and time schedule for replacement of plant equipment as adopted by the Board of Directors.
- f. "Capital Improvement Project": Projects that substantially increase the capability or value of the treatment plant and are not capital replacement projects.

g. "Capital Replacement Project": Projects and/or equipment that are identified in the Capital Replacement Plan.

h. "FY": The Fiscal Year of the WFA beginning July 1.

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a. If plant capability exceeds plant design capacity of 77 mgd, then each participating Member Agency's entitlement of plant capability is according to the

APPENDIX G

**"WATER PURCHASE AGREEMENT"
DATED AS OF JANUARY 15, 2002
BY AND BETWEEN
CHINO BASIN DESALTER AUTHORITY
AND
THE CITY OF ONTARIO**

EXECUTION COPY

WATER PURCHASE AGREEMENT

Dated as of January 15, 2002

By and Between

CHINO BASIN DESALTER AUTHORITY

and

THE CITY OF ONTARIO

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WATER PURCHASE AGREEMENT

This Agreement, dated as of January 15, 2002, by and between the Chino Basin Desalter Authority (the "Authority"), a joint exercise of powers agency duly organized and existing pursuant to Article I, Chapter 5, Division 7, Title 1 of the Government Code (the "Joint Powers Act"), commencing with Section 6500, and the City of Ontario (the "Purchaser").

WITNESSETH:

WHEREAS, the Purchaser and certain other water purveyors in the Chino Basin have entered into the Integrated Chino-Arlington Desalters System Term Sheet (the "Term Sheet") pursuant to which such water purveyors have made a contractual commitment to purchase desalted water from certain desalting facilities (capitalized terms used herein and not otherwise defined shall have the meanings set forth below);

WHEREAS, in order for the Purchaser to receive desalter water, certain facilities described in the Term Sheet and comprising the Project must be acquired and constructed by the Authority;

WHEREAS, the Authority and the Purchaser now wish to enter into this Agreement to provide for the acquisition, construction, operation and financing of the Project, for the sale by the Authority to the Purchaser of the Purchaser's Project Allotment and certain other matters;

NOW THEREFORE, the parties hereto do agree as follows:

Section 1. Definitions.

The following terms shall, for all purposes of this Agreement have the following meanings:

"Authority" shall have the meaning assigned thereto in the preamble hereto.

"Authority Bonds" means bonds, notes or other evidences of indebtedness issued by or on behalf of the Authority to finance or refinance the Project.

"Authority Fiscal Year" means the twelve month period commencing on July 1 of each calendar year and ending on the following June 30 or such other twelve month period which may be designated by the Authority as its fiscal year.

"Bonds" mean all bonds, notes or similar obligations (but not including Contracts) of the Purchaser authorized and issued by the Purchaser under and pursuant to applicable laws of the State of California after the date of execution of this Agreement, the principal of and interest on which are an operation and maintenance expense of the Purchaser Water System determined in accordance with generally accepted accounting principles and which are secured by a pledge or a lien on Purchaser Net Water System Revenues and which are on a parity with the obligations of the Purchaser under this Agreement.

"Bond Resolution" means the resolution or resolutions providing for the issuance of Authority Bonds and the terms thereof, and any indenture or trust agreement related thereto.

“Contract Payments” means:

- (1) the interest payable during such Purchaser Fiscal Year on all outstanding Bonds, assuming that all outstanding term Bonds are redeemed or paid from sinking fund payments as scheduled (except to the extent that such interest is to be paid from the proceeds of the sale of any Bonds);
- (2) that portion of the principal amount of all outstanding serial Bonds maturing during such Purchaser Fiscal Year;
- (3) that portion of the principal amount of all outstanding term Bonds required to be redeemed or paid during such Purchaser Fiscal Year; and
- (4) that portion of payments under Contracts (other than under this Agreement) constituting principal and interest required to be made at the times provided in the Contracts.

“Contracts” means this Agreement and all contracts of the Purchaser authorized and executed by the Purchaser under and pursuant to the applicable laws of the State of California after the date of execution of this Agreement, the payments under which are an operation and maintenance expense of the Purchaser Water System determined in accordance with generally accepted accounting principles and which are secured by a pledge of or lien on the Purchaser Net Water System Revenues and which are on a parity with the obligations of the Purchaser under this Agreement.

“Debt Service” means, as of the date of calculation and with respect to Authority Bonds, an amount equal to the sum of (i) interest payable during such Authority Fiscal Year on Authority Bonds, except to the extent that such interest is to be paid from capitalized interest, (ii) that portion of principal of Authority Bonds payable during such Authority Fiscal Year, (iii) amounts necessary to replenish the Reserve Fund created pursuant to the Bond Resolution, and (iv) all letters of credit and other financing costs payable on a periodic basis. Such interest, principal installments and financing costs for such series shall be calculated on the assumption that no Authority Bonds outstanding at the date of calculation will cease to be outstanding except by reason of the payment of principal on the due date thereof;

provided further that, as to any such Authority Bonds bearing or comprising interest at other than a fixed rate, the rate of interest used to calculate Debt Service shall be one hundred ten percent (110%) of the greater of (a) the daily average interest rate on such Authority Bonds during the twelve (12) calendar months preceding the date of calculation (or the portion of the then current Authority Fiscal Year that such Authority Bonds have borne interest) or (b) the most recent effective interest rate on such Authority Bonds prior to the date of calculation; and

provided further that, as to any such Authority Bonds or portions thereof bearing no interest but which are sold at a discount and which discount accretes with respect to such Authority Bonds or portions thereof, such accreted discount shall be treated as interest in the calculation of Debt Service; and

provided further that the amount on deposit in a debt service reserve fund on any date of calculation of Debt Service shall be deducted from the amount of principal due at the final maturity of the Authority Bonds for which such debt service reserve fund was established and in each preceding Authority Fiscal Year until such amount is exhausted.

"Facilities Acquisition Agreement" means the Facilities Acquisition Agreement, dated as of January 15, 2002, by and between SAWPA and the Authority, as such Facilities Acquisition Agreement may be amended or supplemented from time-to-time.

"Fixed Project Costs" means capital costs, including Debt Service, and reserves for repair and replacement and improvement to the Project and for payment of Debt Service of the Project, and all other amounts paid by the Authority other than Variable O&M Costs and Fixed O&M Costs.

"Fixed O&M Costs" means operation, maintenance, power, replacement and other costs, including Project Operation and Maintenance Expenses and a reasonable reserve for contingencies, in each case incurred by the Authority with respect to the Project, irrespective of the amount of water delivered to the Project Participants, including but not limited to amounts required to be deposited in the Membrane Replacement Fund, and amounts payable to Jurupa Community Services District under the Agreement By And Between The Chino Basin Desalter Authority, Jurupa Community Services District, The City Of Ontario, The City Of Norco And Santa Ana River Water Company Providing For The Transportation Of Chino II Desalter Water.

"Independent Certified Public Accountant" means any firm of certified public accountants appointed by the Purchaser, or the Authority, as the case may be, and each of whom is independent pursuant to the Statement on Auditing Standards No. 1 of the American Institute of Certified Public Accountants.

"Joint Powers Agreement" means the Joint Exercise of Powers Agreement creating the Chino Basin Desalter Authority, as such agreement may be amended or supplemented from time to time.

"Project" means certain facilities necessary to deliver desalted water to the Project Participants, including the following: (i) the Chino I Desalter, (ii) the Chino I Expansion facilities, (iii) Chino II Desalter; and (iv) water pipelines, electric generators and associated facilities. The Authority and the Purchaser acknowledge that portions of the Project are currently being designed and that the definition of the Project may be revised from time-to-time prior to commencement of construction as provided in Section 4 hereof without amendment to this Agreement.

"Project Allotment" means 5,000 acre-feet of desalted water per year.

"Project Operation and Maintenance Expenses" means the actual costs spent or incurred by the Authority for maintaining and operating the Project, calculated in accordance with generally accepted accounting principles and Section 9 hereof, including (among other things) the expenses of management and repair and other expenses necessary to maintain and preserve the Project, in good repair and working order, and including administrative costs of the Authority, overhead, insurance, taxes (if any), fees of auditors, accountants, attorneys or engineers and insurance premiums, and including all other reasonable and necessary costs of the Authority, or charges required to be paid by it to comply with the terms of the Authority Bonds or of this Agreement, but excluding in all cases (i) depreciation, replacement and obsolescence charges or reserves therefor, (ii) amortization of intangibles or other bookkeeping entries of a similar nature, (iii) costs of capital additions, replacements, betterments, extensions or improvements to the Project, which under generally accepted accounting principles are chargeable to a capital account or to a reserve for depreciation and (iv) Debt Service.

"Project Participant" mean the Purchaser and each entity listed in Exhibit A hereto executing Water Purchase Agreements with the Authority.

"Purchaser" shall have the meaning assigned thereto in the preamble hereto.

"Purchaser Fiscal Year" means the twelve month period commencing on July 1 of each year and ending on the following June 30 or such other twelve month period which may be designated by the Purchaser as its fiscal year.

"Purchaser Net Water System Revenues" means, for any Purchaser Fiscal Year, the Purchaser Water System Revenues for such Purchaser Fiscal Year less the Purchaser Operation and Maintenance Expenses for such Purchaser Fiscal Year.

"Purchaser Operation and Maintenance Expenses" means the costs spent or incurred by the Purchaser for maintaining and operating the Purchaser Water System, calculated in accordance with generally accepted accounting principles, including (among other things) the expenses of management and repair and other expenses necessary to maintain and preserve the Purchaser Water System, in good repair and working order, and including administrative costs of the Purchaser, salaries and wages of employees, payments to the Public Employees Retirement System, overhead, insurance, taxes (if any), fees of auditors, accountants, attorneys or engineers and insurance premiums, and all other reasonable and necessary costs of the Purchaser, but excluding in all cases (i) depreciation, replacement and obsolescence charges or reserves therefor, (ii) amortization of intangibles or other bookkeeping entries of a similar nature, and (iii) charges for the payment of principal and interest on Bonds or Contracts.

"Purchaser Share" means the Purchaser's Project Allotment divided by the sum of all Project Participants' Project Allotments, all as set forth as Exhibit A hereto.

"Purchaser Water System" means properties and assets, real and personal, tangible and intangible, of the Purchaser now or hereafter existing, used or pertaining to the acquisition, treatment, reclamation, transmission, distribution and sale of water, including all additions, extensions, expansions, improvements and betterments thereto and equipment relating thereto; provided, however, that to the extent the Purchaser is not the sole owner of an asset or property or to the extent that an asset or property is used in part for the above described water purposes, only the Purchaser's ownership interest in such asset or property or only the part of the asset or property so used for water purposes shall be considered to be part of the Purchaser Water System.

"Purchaser Water System Revenues" means the income, rents, rates, fees, charges, and other moneys derived by the Purchaser from the ownership or operation of Purchaser Water System including, without limiting the generality of the foregoing, (i) all income, rents, rates, fees, charges or other moneys derived from the sale, furnishing, and supplying of water and other services, facilities, and commodities sold, furnished, or supplied through the facilities of Purchaser Water System, including standby and availability charges, capital water facilities fees for design, construction and reconstruction expenses, development fees and other fees allocable to the Purchaser Water System, (ii) taxes or assessments as may be imposed if the levy thereof and payment hereunder is permitted by law, and (iii) the earnings on and income derived from amounts set forth in clauses (i) and (ii) above, and shall not include (y) customers' deposits or any other deposits subject to refund until such deposits have become the property of the Purchaser and (z) proceeds of any taxes or assessments except taxes or assessments described in clause (ii) above.

“SAWPA” means the Santa Ana Watershed Project Authority, a joint exercise powers agency, including the successors and assigns thereof.

“Term Sheet” shall have the meaning assigned thereto in the preamble hereto.

“Trustee” means the entity or entities designated by the Authority pursuant to any Bond Resolution to administer any funds or accounts required by such Bond Resolution or otherwise.

“Variable O&M Costs” means the operation, maintenance, power, replacement and other costs, including Project Operation and Maintenance Expenses incurred by the Authority in connection with the Project in an amount which is dependent upon and varies with the amount of water delivered to the Project Participants.

“Water Purchase Agreement” means this Agreement and each Water Purchase Agreement by and between the Authority and a Project Participant, as the same may be amended or supplemented from time to time.

Section 2. Purpose.

The purpose of this Agreement is for the Authority to sell Project Allotment to the Purchaser, to deliver Project Allotment to the Purchaser available from the Project, to provide the terms and conditions of such delivery and sale and to provide for the acquisition, construction and financing of the Project. The parties hereto confirm that this Agreement constitutes a contractual right to purchase desalted water and that no water right is being transferred by the Authority to any Project Participant under this Agreement.

Section 3. Financing, Construction and Operation.

The Authority will use its best efforts to cause or accomplish the acquisition, construction, operation and financing of the Project, the obtaining of all necessary authority and rights, consents and approvals, and the performance of all things necessary and convenient therefor, subject to compliance with all necessary federal and state laws, including but not limited to the California Environmental Quality Act (“CEQA”), the terms and conditions of the Authority’s permits and licenses and all other agreements relating thereto.

Section 4. Delivery of Water.

(a) Request by Purchaser. Pursuant to the terms of this Agreement, the Authority shall provide to the Purchaser, and the Purchaser shall take, or cause to be taken, in each Authority Fiscal Year an amount of water equal to the Purchaser’s Project Allotment unless the Purchaser notifies the Authority, pursuant to procedures to be developed by the Authority, that the Purchaser requires an amount of water less than the Purchaser’s Project Allotment. Subject to the Project Participant’s payment obligations hereunder, the Authority agrees to use its best efforts to deliver desalted water pursuant to this Agreement meeting the water quality standards set forth in Section 5.3 of the Joint Powers Agreement and all applicable local, state and federal water quality standards as such standards may be in effect from time to time.

(b) Points of Delivery; Flow Rate. The Authority will deliver or cause to be delivered to or for the account of the Purchaser the amount of water specified in each request at a flow rate and through delivery structures at a point along the Project to be agreed upon by the Authority and the

Purchaser. The Authority will remain available to make or cause to be made all necessary and possible arrangements for transmission and delivery of such water in accordance with this Agreement.

(c) Delivery of Water Not Delivered in Accordance with Schedule. If in any Authority Fiscal Year the Authority, as a result of causes beyond its control, is unable to deliver any portion of the Purchaser's Project Allotment for such Authority Fiscal Year as provided for in the delivery schedule established for that Authority Fiscal Year, the Purchaser may elect to receive the amount of water which otherwise would have been delivered to it during such period at other times during the Authority Fiscal Year or subsequent to such Authority Fiscal Year, to the extent that such water is then available and such election is consistent with the Authority's overall delivery ability, considering the then current delivery schedules of all Project Participants and the Authority.

(d) SARWC Request. Pursuant to the Joint Powers Agreement, if Santa Ana River Water Company cannot receive the full 1,200 acre feet of water allocated thereto as provided in the Term Sheet, then Jurupa Community Services District and the City of Ontario will abate their deliveries of water from the Project on a pro-rata basis to ensure that Santa Ana River Water Company can receive the full 1,200 acre feet of water from the Authority for such year. Notwithstanding the foregoing, Jurupa Community Services District and the City of Ontario shall only have such obligation if Santa Ana River Water Company's demand for water is constant or at a "steady-rate" of 744 gpm.

Section 5. Curtailment of Delivery for Maintenance Purposes.

(a) Authority May Curtail Deliveries. The Authority may temporarily discontinue or reduce the delivery of water to the Purchaser hereunder for the purposes of necessary investigation, inspection, maintenance, repair, or replacement of any of the Project facilities necessary for the delivery of water to the Purchaser. The Authority shall notify the Purchaser as far in advance as possible of any such discontinuance or reduction, except in cases of emergency, in which case notice shall be given as soon thereafter as possible.

(b) Purchaser May Receive Later Delivery of Water Not Delivered. In the event of any discontinuance or reduction of delivery of water pursuant to subsection (a) of this Section, the Purchaser may elect to receive the amount of water which otherwise would have been delivered to it during such period under the water delivery schedule for that Authority Fiscal Year at other times during the Authority Fiscal Year or subsequent to such Authority Fiscal Year to the extent that such water is then available and such election is consistent with the Authority's overall delivery ability, considering the then current delivery schedules of all Project Participants and the Authority.

Section 6. Shortage in Water Supply.

In any Authority Fiscal Year in which there may occur a shortage or interruption in the supply of water available for delivery to the Project Participants, including but not limited to shortages or interruptions caused by changes in laws, regulations or rulings relating to or affecting the Authority's permits and licenses, with the result that such supply is less than the total of the annual Project Allotments of all Project Participants for that Authority Fiscal Year, the Authority shall reduce the delivery of water to the Purchaser in accordance with the Joint Powers Agreement.

Section 7. Measurement of Water Delivered.

The Authority shall measure, or cause to be measured, all water delivered to the Purchaser and shall keep and maintain accurate and complete records thereof. For this purpose and in accordance with Section 4 hereof, the Authority shall install, operate, and maintain, or cause to be installed, operated and maintained, at all delivery structures for delivery of water to the Purchaser at the point of delivery determined in accordance with Section 4(b) such measuring devices and equipment as are satisfactory and acceptable to both parties. Said devices and equipment shall be examined, tested, and serviced by the Authority regularly to insure their accuracy. At any time or times, the Purchaser may inspect such measuring devices and equipment, and the measurements and records taken therefrom.

Section 8. Responsibility for Delivery and Distribution of Water.

(a) Neither the Authority nor any of its officers or agents shall be liable for the control, carriage, handling, use, disposal, or distribution of water supplied to the Purchaser after such water has passed the points of delivery established in accordance with Section 4(b) hereof; nor for claim of damage of any nature whatsoever, including but not limited to property damage, personal injury or death, arising out of or connected with the control, carriage, handling, use, disposal or distribution of such water beyond said points of delivery and including attorneys fees and other costs of defense in connection therewith; the Purchaser shall indemnify and hold harmless the Authority and its officers, agents, and employees from any such damages or claims of damages.

(b) Neither the Purchaser nor any of its officers, agents, or employees shall be liable for the control, carriage, handling, use, disposal, or distribution of water supplied to the Purchaser until such water has passed the points of delivery established in accordance with Section 4(b) hereof; nor for claim of damage of any nature whatsoever, including but not limited to property damage, personal injury or death, arising out of or connected with the control, carriage, handling, use, disposal or distribution of such water prior to such water passing said points of delivery and including attorneys fees and other costs of defense in connection therewith; the Authority shall indemnify and hold harmless the Purchaser and its officers, agents, and employees from any such damages or claims of damages.

Section 9. Rates and Charges.

(a) Establishment of Rates and Charges. The Authority shall fix charges to the Purchaser under this Agreement to produce revenues to the Authority from the Project equal to the amounts anticipated to be needed by the Authority to pay the actual cost of producing the Purchaser's Project Allotment, which shall include the following costs of the Authority to deliver the Purchaser's Project Allotment through the Project: (i) Fixed Project Costs, (ii) Fixed O&M Costs and (iii) Variable O&M Costs.

(b) Insufficiency of Funds. If Fixed Project Costs, Fixed O&M Costs and Variable O&M Costs collected by the Authority are insufficient to operate and maintain the Project as contemplated under the Joint Powers Agreement, the Authority shall notify the Purchaser of such insufficiency and the Purchaser shall pay to the Authority an amount of such insufficiency equal to such insufficiency multiplied by the Purchaser Share. The obligation of the Purchaser to pay Fixed Project Costs and Fixed O&M Costs shall commence and continue to exist and be honored by the Purchaser whether or not water is furnished to it from the Project at all times or at all (which

provision may be characterized as an obligation to pay all costs on a take-or-pay basis whether or not water is delivered or provided and whether or not the Project is completed or is operable).

(c) Source of Payments. The obligation of the Purchaser to make payments under this Agreement is a limited obligation of the Purchaser and not a general obligation thereof. The Purchaser shall make payments under this Agreement solely from Purchaser Water System Revenues as a Purchaser Operation and Maintenance Expense. The Purchaser shall make such payments on a parity with other Purchaser Operation and Maintenance Expenses and prior to any other payments other than Bonds or Contracts. Nothing herein shall be construed as prohibiting (i) the Purchaser from using any other funds and revenues for purposes of satisfying any provisions of this Agreement or (ii) from incurring obligations payable on a parity with the obligations under this Agreement so long as the Purchaser complies with Section 13(a) hereof.

(d) Obligation Is Not Subject To Reduction. The Purchaser shall make payments of Fixed Project Costs and Fixed O&M Costs under this Agreement whether or not the Project is completed, operable, operated or retired and notwithstanding the suspension, interruption, interference, reduction or curtailment of operation of the Project or of water contracted for in whole or in part for any reason whatsoever. Such payments are not subject to any reduction, whether offset or otherwise, and are not conditioned upon performance by the Authority or any other Project Participant under this Agreement or any other agreement.

(e) Several Obligation. The Purchaser shall not be liable under this Agreement for the obligations of any other Project Participant. The Purchaser shall be solely responsible and liable for performance of its obligations under this Agreement. The obligation of the Purchaser to make payments under this Agreement is a several obligation and not a joint obligation with those of the other Project Participants.

(f) Allocation of Costs and Expenses.

The Authority shall not allocate costs and expenses in any way which discriminates among Project Participants.

(i) Method of Computation of Fixed Project Costs and Fixed O&M Costs. The Fixed Project Costs shall be sufficient to return to the Authority those capital costs of the Authority necessary to deliver water to the Purchaser. The Fixed O&M Costs shall be sufficient to return to the Authority Project Operation and Maintenance Expenses and a reasonable reserve for contingencies, in each case incurred by the Authority with respect to the Project, irrespective of the amount of water delivered to the Project Participants. The total amount of Fixed Project Costs shall be allocated to the Purchaser by multiplying the Purchaser Share times all Fixed Project Costs. The total amount of Fixed O&M Costs shall be allocated to the Purchaser by multiplying the Purchaser Share times all Fixed O&M Costs.

(ii) Method of Computation of Variable O&M Costs. The Variable O&M Costs shall return to the Authority those costs of the Project which constitute Variable O&M Costs. There shall be computed for the Project a charge per acre-foot of water which will return to the Authority the total projected Variable O&M Costs of the Project for each Authority Fiscal Year. The parties confirm that if the Purchaser complies with the notice requirement of Section 4(a), no Variable O&M Costs will be allocated to the Purchaser for the portion of Project Allotment not produced by the Authority for the Purchaser.

(iii) Adjustments. The Authority shall update the values and amounts of Fixed Project Costs, Fixed O&M Costs and Variable O&M Costs on a quarterly basis, including year-to-date comparisons to the approved Project budget in order that the costs and expenses to the Purchaser may accurately reflect increases or decreases from Authority Fiscal Year to Authority Fiscal Year in Fixed Project Costs, Fixed O&M Costs and Variable O&M Costs. In addition, each such determination shall include an adjustment to be paid or received by the Purchaser for succeeding Authority Fiscal Years which shall account for the differences, if any, between projections of Fixed Project Costs, Fixed O&M Costs and Variable O&M Costs used by the Authority in determining the amounts of said Fixed Project Costs, Fixed O&M Costs and Variable O&M Costs for all preceding Authority Fiscal Years and actual Fixed Project Costs, Fixed O&M Costs and Variable O&M Costs incurred by the Authority for water delivered to the Purchaser during such Authority Fiscal Years.

(iv) Interest Earnings. Interest earnings on all amounts paid by the Purchaser to the Authority shall be credited to the Purchaser through the budgeting process.

(g) Time and Method of Payment.

(i) Fixed Project Costs and Fixed O&M Costs. The Purchaser shall pay to the Authority, on or before July 15 of each Authority Fiscal Year, 100% of the charge to the Purchaser for such Authority Fiscal Year of the Fixed Project Costs and Fixed O&M Costs; provided that the Purchaser shall not be obligated to pay Fixed Project Costs or Fixed O&M Costs for any Authority Fiscal Year prior to Authority Fiscal Year ending June 30, 2004; and further provided that the Purchaser will only pay Fixed Project Costs and Fixed O&M Costs pro rata based on the number of months Project Allotment is projected to be available for the Purchaser during such Authority Fiscal Year.

(ii) Variable O&M Costs. The Purchaser shall pay to the Authority the charges to the Purchaser for the Variable O&M Costs on the date the Chino 2 Desalter is completed by the Authority and thereafter for the three-month period commencing on the next succeeding January 1, April 1, July 1 or October 1 so that the Authority receives quarterly payments of Variable O&M Costs three months in advance of the time when such Variable O&M Costs will begin to be incurred by the Authority.

(iii) Statement of Charges. The Authority shall furnish the Purchaser with a written statement of the estimated Fixed Project Costs for the next succeeding Authority Fiscal Year, taking into account applicable credits received by the Authority and estimated investment earnings on moneys related to the Project held by the Authority. The Authority shall, on or before March 15, June 15, September 15 and December 15 of each Authority Fiscal Year, commencing on the date the Chino 1 Desalter is acquired by the Authority, furnish the Purchaser with a statement of the charges to the Purchaser for the Variable O&M Costs for the three-month period commencing on the July 1, October 1, January 1 or April 1, commencing three and one-half months subsequent to such date.

(iv) Contest of Accuracy of Charges. If the Purchaser questions or disputes the correctness of any billing statement by the Authority, it shall pay the Authority the amount claimed when due and shall, within thirty (30) days of the completion and delivery of the Authority's annual audit, request an explanation from the Authority. If the bill is determined to be incorrect, the Authority will adjust the bill to the Purchaser in the next Authority Fiscal

Year, including an adjustment equal to the interest actually earned by the Authority on its general reserves during such period. If the Authority and the Purchaser fail to agree on the correctness of a bill within thirty (30) days after the Purchaser has requested an explanation, the parties shall promptly submit the dispute to arbitration under Section 1280 et seq. of the Code of Civil Procedure.

Section 10. Annual Budget and Billing Statement.

The Authority will prepare and approve a budget for the period from the date of acquisition of the Chino 1 Desalter through June 30, 2002 on or prior to acquisition of the Chino 1 Desalter. Such initial budget shall include all Variable O&M Costs, Fixed O&M Costs and Fixed Project Costs. Thereafter, the Authority will prepare a preliminary annual budget for each applicable Authority Fiscal Year for credits, costs and expenses relating to the Project, including Variable O&M Costs and Fixed Project Costs. The Authority shall submit a draft of such budget to the Purchaser on or prior to each April 1 for review and comment. Authority staff shall use its best efforts to resolve any questions or concerns caused by a Project Participant during such review. The Board of Directors of the Authority will adopt a final annual budget for the applicable Authority Fiscal Year on or before June 1 of each Authority Fiscal Year after at least one public hearing on the budget and shall allow any Project Participant which may object to any provision of the budget to present such objection during such hearing. The Authority shall supply a copy of said final annual budget to the Purchaser on or before June 15 of each Authority Fiscal Year. Any amendment to the budget shall be submitted to the Purchaser for review and comment at least 30 days prior to action thereon by the Authority Board of Directors. Any such amendment shall be subject to the same hearing requirements applicable to the budget set forth above.

Section 11. Obligation in the Event of Default.

(a) Written Demand. Upon failure of the Purchaser to (i) make any payment in full when due under this Agreement or (ii) to perform any other obligation hereunder, the Authority shall make written demand upon the Purchaser. If a failure described in clause (i) above is not remedied within thirty (30) days from the date of such demand or, if Authority Bonds are outstanding, for such additional time as is reasonably required, in the sole discretion of the Trustee, to correct the same, such failure shall constitute a default at the expiration of such period. If a failure described in clause (ii) cannot be remedied within thirty (30) days from the date of such demand but the Purchaser commences remedial action within such thirty (30) day period, such failure shall not constitute a default hereunder. Notice of any such demand shall be provided to each other Project Participant by the Authority. Upon failure of the Authority to perform any obligation of the Authority hereunder, the Purchaser shall make written demand upon the Authority, and if said failure is not remedied within thirty (30) days from the date of such demand or, if Authority Bonds are outstanding, for such additional time as is reasonably required, in the sole discretion of the Trustee, to correct the same, such failure shall constitute a default at the expiration of such period. Notice of such demand shall be provided to each Project Participant by the Purchaser making such written demand.

In addition to any default resulting from breach by the Authority or the Purchaser of any agreement, condition, covenant or term hereof, if the Authority or the Purchaser shall file any petition or institute any proceedings under any act or acts, state or federal, dealing with or relating to the subject of bankruptcy or insolvency or under any amendment of such act or acts, either as a bankrupt or as an insolvent or as a debtor or in any similar capacity, wherein or whereby the Authority or the Purchaser asks or seeks or prays to be adjudicated a bankrupt, or is to be discharged

from any or all of its debts or obligations, or offers to its creditors to effect a composition or extension of time to pay its debts, or asks, seeks or prays for a reorganization or to effect a plan of reorganization or for a readjustment of its debts or for any other similar relief, or if the Authority or the Purchaser shall make a general or any assignment for the benefit of its creditors, then in each and every such case the Authority or the Purchaser, as the case may be, shall be deemed to be in default hereunder.

(b) Transfer for Defaulting Purchaser's Account. Upon the failure of the Purchaser to make any payment which failure constitutes a default under this Agreement, the Authority shall use its best efforts to transfer for the Purchaser's account all or a portion of the Purchaser's Project Allotment for all or a portion of the remainder of the term of this Agreement. Notwithstanding that all or any portion of the Purchaser's Project Allotment is so transferred, the Purchaser shall remain liable to the Authority to pay the full amount of its share of costs hereunder as if such sale or transfer has not been made, except that such liability shall be discharged to the extent that the Authority shall receive payment from the transferee thereof.

(c) Termination of Entitlement to Project Allotment; Continuing Obligations. Upon the failure of the Purchaser to make any payment which failure constitutes a default under this Agreement and causes the Authority to be in default under any Bond Resolution, the Authority may (in addition to the remedy provided by subsection (b) of this Section) give notice of termination of the provisions of this Agreement insofar as the same entitle the Purchaser to its Project Allotment which notice shall be effective within 30 days thereof unless such termination shall be enjoined, stayed or otherwise delayed by judicial action. Irrespective of such termination, the Purchaser shall remain liable to the Authority to pay the full amount of costs hereunder.

(d) Enforcement of Remedies. In addition to the remedies set forth in this Section, upon the occurrence of an Event of Default as defined herein, the Authority or the Purchaser, as the case may be, shall be entitled to proceed to protect and enforce the rights vested in such party by this Agreement by such appropriate judicial proceeding as such party shall deem most effectual, either by suit in equity or by action at law, whether for the specific performance of any covenant or agreement contained herein or to enforce any other legal or equitable right vested in such party by this Agreement or by law. The provisions of this Agreement and the duties of each party hereof, their respective boards, officers or employees shall be enforceable by the other party hereto by mandamus or other appropriate suit, action or proceeding in any court of competent jurisdiction, with the losing party paying all costs and attorney fees.

(e) Trustee is Third Party Beneficiary. Any Trustee for Authority Bonds shall have the right, as a third party beneficiary, to initiate and maintain suit to enforce this Agreement to the extent provided in any Bond Resolution.

Section 12. Transfers, Sales and Assignments of Project Allotment or Purchaser Water System.

(a) Transfer of Project Allotment. The Purchaser has rights to make transfers, sales, assignments and exchanges (collectively "transfers") of its Project Allotment or its rights or obligations with respect thereto only as expressly provided in this Section. In no event shall any sale or other disposition of all or any portion of the Purchaser's Project Allotment relieve the Purchaser of any of its obligations hereunder. The Purchaser shall give notice to the Authority in accordance with rules and regulations approved by the Authority from time to time.

(b) Sale or Other Disposition of Project Allotment. If in any Fiscal Year the Purchaser determines in accordance with 4(a) not to receive all of the Project Allotment, the Authority shall offer such portion of the Project Allotment to the State of California at a price to be determined by the Authority. If the State of California declines to purchase such Project Allotment, the Purchaser shall have the right to sell such portion of the Project Allotment to another Project Participant or an entity which is not a Project Participant. No such sale of the Project Allotment shall relieve the Purchaser of any of its obligations hereunder.

Section 13. Covenants of the Purchaser.

The Authority and the Purchaser agree that the covenants contained in this Section shall only be enforced by the Authority to the extent necessary to enforce the payment provisions contained herein.

(a) Amount of Rates and Charges. The Purchaser will fix, prescribe and collect rates and charges for the Purchaser Water System which will be at least sufficient to yield during each Purchaser Fiscal Year Purchaser Net Water System Revenues (excluding Contract Payments, Fixed Project Costs, Fixed O&M Costs and Variable O&M Costs) equal to one hundred twenty-five percent (125%) of the Contract Payments, Fixed Project Costs, Fixed O&M Costs and Variable O&M Costs for such Purchaser Fiscal Year. The Purchaser may make adjustments from time to time in such rates and charges and may make such classification thereof as it deems necessary, but shall not reduce the rates and charges then in effect unless the Purchaser Net Water System Revenues from such reduced rates and charges will at all times be sufficient to meet the requirements of this section.

(b) Against Sale or Other Disposition of Property. Subject to Section 13(j), the Purchaser will not sell, lease or otherwise dispose of the Purchaser Water System or any part thereof unless the governing board of the Purchaser determines in writing that such sale, lease or other disposition will not materially adversely affect the Purchaser's ability to comply with subsection (a) of this Section and, in the case of a sale or other disposition, the entity acquiring the Purchaser Water System or such part thereof shall assume all obligations of the Purchaser under this Agreement. The Purchaser will not enter into any agreement or lease which impairs the operation of the Purchaser Water System or any part thereof necessary to secure adequate Purchaser Net Water System Revenues for the payment of the obligations imposed under this Agreement or which would otherwise impair the rights of the Authority with respect to the Purchaser Water System Revenues or the operation of the Purchaser Water System.

(c) Against Competitive Facilities. To the extent permitted by existing law and within the scope of its powers but only to the extent necessary to protect the rights of the owners of Authority Bonds, the Purchaser will not acquire, construct, maintain or operate and will use its best efforts not to permit any other public or private agency, corporation, district or political subdivision or any person whomsoever to acquire, construct, maintain or operate within the boundaries of the Purchaser any water system competitive with the Purchaser Water System which might have the effect of materially adversely affecting the Purchaser's ability to pay Fixed Project Costs, Fixed O&M Costs and Variable O&M Costs.

(d) Maintenance and Operation of the Purchaser Water System; Budgets. The Purchaser will maintain and preserve the Purchaser Water System in good repair and working order at all times and will operate the Purchaser Water System in an efficient and economical manner and will pay all Purchaser Operation and Maintenance Expenses as they become due and payable. On or before the

first day of each Purchaser Fiscal Year thereafter, the Purchaser will adopt and file with the Authority a budget approved by the legislative body of the Purchaser, including therein in the estimated Variable O&M Costs and Fixed Project Costs payable to the Authority. Any budget may be amended at any time during any Purchaser Fiscal Year and such amended budget shall be filed by the Purchaser with the Authority.

(e) Insurance. The Purchaser shall procure and maintain or cause to be procured and maintained insurance on the Purchaser Water System with responsible insurers so long as such insurance is available from reputable insurance companies, or, alternatively, shall establish a program of self-insurance, or participate in a joint powers agency providing insurance or other pooled insurance program, in such amounts and against such risks (including accident to or destruction of the Purchaser Water System) as are usually covered in connection with water systems similar to the Purchaser Water System.

(f) Accounting Records and Financial Statements.

(i) The Purchaser will keep appropriate accounting records in which complete and correct entries shall be made of all transactions relating to the Purchaser Water System, which records shall be available for inspection by the Authority and the Trustee at reasonable hours and under reasonable conditions.

(ii) The Purchaser will prepare and file with the Authority annually within two hundred ten (210) days after the close of each Purchaser Fiscal Year (commencing with the Purchaser Fiscal Year ending June 30, 2002) financial statements of the Purchaser for the preceding Purchaser Fiscal Year prepared in accordance with generally accepted accounting principles, together with a report of an Independent Certified Public Accountant thereon. The Purchaser will promptly furnish a copy of such report to the Authority and to the Trustee.

(g) Protection of Security and Rights of the Authority. The Purchaser will preserve and protect the rights of the Authority and the Trustee to the obligations of the Purchaser hereunder and will warrant and defend such rights against all claims and demands of all persons.

(h) Payment of Taxes and Compliance with Governmental Regulations. The Purchaser will pay and discharge all taxes, assessments and other governmental charges which may hereafter be lawfully imposed upon the Purchaser Water System or any part thereof or upon the Purchaser Water System Revenues when the same shall become due. The Purchaser will duly observe and conform with all valid regulations and requirements of any governmental authority relative to the operation of the Purchaser Water System or any part thereof, but the Purchaser shall not be required to comply with any regulations or requirements so long as the validity or application thereof shall be contested in good faith.

(i) Further Assurances. The Purchaser will adopt, deliver, execute and make any and all further assurances, instruments and resolutions as may be reasonably necessary or proper to effect the financing and refinancing of the Project and to allow the Authority to comply with reporting obligations, to assure the Authority of the Purchaser's intention to perform hereunder and for the better assuring and confirming unto the Authority and the Trustee of the rights and benefits provided to them herein.

(j) Maintenance of Tax-Exempt Status of Authority Bonds. Notwithstanding any other provision of this Agreement, the Purchaser shall not take any action or omit to take any action, directly or indirectly, in any manner, which would result in any of the Authority Bonds being treated as an obligation not described in Section 103(a) of the Internal Revenue Code of 1986, as amended, by reason of classification of such Authority Bond as a "private activity bond" within the meaning of Section 141 of said Code or for any other reason.

Section 14. Covenants of the Authority.

(a) Insurance. The Authority shall procure and maintain or cause to be procured and maintained insurance on the Project with responsible insurers so long as such insurance is available from reputable insurance companies, or, alternatively, shall establish a program of self-insurance, or participate in a joint powers agency providing insurance or other pooled insurance program, covering such risks, in such amounts and with such deductibles as shall be determined by the Authority and as may be required under the Authority Bonds. The Authority shall indemnify and hold harmless the Purchaser from any liability for personal injury or property damage resulting from any accident or occurrence arising out of or in any way related to the construction or operation of the Project.

(b) Accounting Records and Financial Statements.

(i) The Authority will keep appropriate accounting records in which complete and correct entries shall be made of all Authority transactions relating to the Project, which records shall be available for inspection, copying and audit by the Purchaser and its accountants, attorneys and agents at reasonable hours and under reasonable conditions.

(ii) The Authority will prepare annually within two hundred ten (210) days after the close of each Authority Fiscal Year (commencing with the Authority Fiscal Year ending June 30, 2002) financial statements of the Authority for the preceding Authority Fiscal Year prepared in accordance with generally accepted accounting principles, together with a report of an Independent Certified Public Accountant thereof. The Authority will promptly furnish a copy of such report to the Purchaser and to the Trustee.

(c) Compliance with Law. The Authority shall comply with all local, state and federal laws applicable to the Project.

(d) Against Sale or Other Disposition of Project. The Authority will not sell, lease or otherwise dispose of the Project or any part thereof unless the Board of Directors of the Authority determines that such sale, lease or other disposition will not materially adversely affect the Authority's ability to comply with its obligations hereunder and under the Authority Bonds.

(e) Maintenance and Operation of the Project. Subject to the payment obligations of the Project Participants hereunder, the Authority will maintain and preserve the Project in good repair and working order at all times and will operate the Project in an efficient and economical manner consistent with the Joint Powers Agreement. Notwithstanding the foregoing, no material portion of the Project shall be abandoned by the Authority without the consent of all Project Participants.

Section 15. Term.

(a) No provision of this Agreement shall take effect until (i) it and Water Purchase Agreements with all Project Participants have been duly executed and delivered to the Authority together with an opinion for each Project Participant of an attorney or firm of attorneys in substantially the form attached hereto as Exhibit B and an opinion for the Authority of Stradling Yocca Carlson & Rauth, a Professional Corporation, Special Counsel, in substantially the form attached hereto as Exhibit C, and (ii) the Authority delivers a written certificate to the Purchaser stating that the Authority has acquired the portion of the Project known as the Chino 1 Desalter.

(b) Notwithstanding the delay in effective date of this Agreement until all Project Participants have complied with subsection (a) of this Section, it is agreed by the Purchaser that in consideration for the Authority's signature hereto, and for its commitment to use its best efforts to obtain the commitment of all Project Participants, the Purchaser upon its execution and delivery of this Agreement to the Authority along with the required opinion and any required evidence of compliance as required by subsection (a) of this Section shall be immediately bound not to withdraw its respective offer herein made to enter into this Agreement as executed and/or supplemented or to decrease or terminate its Project Allotment before March 31, 2002.

(c) The term of this Agreement shall continue until the later of January 15, 2031 or the final maturity of Authority Bonds. The parties hereto agree to negotiate in good faith to amend this Agreement on or prior to such date to extend the term hereof and to include terms and conditions as are mutually agreeable to the parties, provided that the price to be paid with respect to the Project Allotment in such amendment shall reflect the payment of capital costs to such date.

Section 16. Assignment.

The Authority may pledge and assign to any Trustee for Authority Bonds, all or any portion of the payments received under this Agreement from the Purchaser and the Authority's other rights and interests under this Agreement. Such pledge and assignment by the Authority shall be made effective for such time as the Authority shall determine and provide that the Trustee shall have the power to enforce this Agreement in the event of a default by the Authority under a Bond Resolution. The Purchaser may assign its rights or obligations under this Agreement only in accordance with Section 15 hereof.

Section 17. Amendments.

Except as otherwise provided in this Agreement, on and after the date Authority Bonds are issued and so long as any Authority Bonds are outstanding in accordance with the applicable Bond Resolution, Section 9, 11, 12, 13, 14 and 16 and this Section of this Agreement shall not be amended, modified or otherwise changed or rescinded by agreement of the parties without the consent of each Trustee for Authority Bonds whose consent is required under the applicable Bond Resolution. This Agreement may only be otherwise amended, modified, changed or rescinded in writing by each of the parties hereto.

The Authority agrees not to grant to the owners of Authority Bonds as individuals any rights relating to the amendment, modification or change of this Agreement.

Notwithstanding the foregoing, the sections of this Agreement set forth in the prior paragraph of this Section may be amended without the consent of each Trustee for Authority Bonds for any of the following purposes:

(a) to add to the agreements, conditions, covenants and terms contained herein required to be observed or performed by the Authority or the Purchaser other agreements, conditions, covenants and terms hereafter to be observed or performed by the Authority or the Purchaser, or to surrender any right reserved herein to or conferred herein on the Authority or the Purchaser, and which in either case shall not adversely affect the interests of the owners of any Authority Bonds;

(b) to make such provisions for the purpose of curing any ambiguity or of correcting, curing or supplementing any defective provision contained herein or in regard to questions arising hereunder which the Authority or the Purchaser may deem desirable or necessary and not inconsistent herewith, and which shall not materially adversely affect the interests of the owners of any Authority Bonds;

(c) to make any modifications or changes necessary or appropriate in the opinion of a firm of nationally recognized standing in the field of law relating to municipal bonds to preserve or protect the exclusion from gross income of interest on the Authority Bonds for federal income tax purposes;

(d) to make any modifications or changes to this Agreement in order to enable the execution and delivery of Authority Bonds on a parity with any Authority Bonds previously issued and to make any modifications or changes necessary or appropriate in connection with the execution and delivery of Authority Bonds;

(e) to make any other modification or change to the provisions of this Agreement which does not materially adversely affect the interests of the owners of any Authority Bonds;

(f) to make changes to the definition of "Project."

Section 18. Miscellaneous.

(a) Headings. The headings of the sections hereof are inserted for convenience only and shall not be deemed a part of this Agreement.

(b) Partial Invalidity. If any one or more of the covenants or agreements provided in this Agreement to be performed should be determined to be invalid or contrary to law, such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Agreement.

(c) Counterparts. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

(d) Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA.

(e) Notices. Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, (c) by Federal Express or another reputable commercial overnight courier that guarantees next day delivery and provides a receipt, or (d) by telefacsimile or telecopy, and such notices shall be addressed as follows:

If to Purchaser:	City of Ontario 1425 South Bon View Avenue Ontario, CA 91761-4406 Attn: Director of Public Works
With a copy to:	Covington & Crowe LLP 1131 West Sixth Street, Suite 300 Ontario, CA 91762 Attn: Robert Dougherty
If to Authority:	Chino Basin Desalter Authority c/o Jurupa Community Services District 8621 Jurupa Road Riverside, California 92509
With a copy to:	Stradling Yocca Carlson & Rauth 660 Newport Center Drive Newport Beach, CA 92660 Attention: Douglas Brown

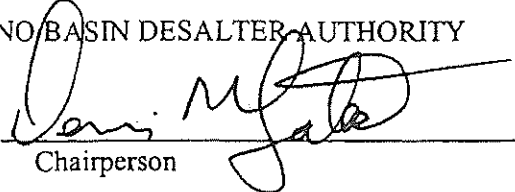
or to such other address as either party may from time to time specify in writing to the other party. Any notice shall be deemed delivered when actually delivered, if such delivery is in person, upon deposit with the U.S. Postal Service, if such delivery is by certified mail, upon deposit with the overnight courier service, if such delivery is by an overnight courier service, and upon transmission, if such delivery is by telefacsimile or telecopy.

(f) Merger of Prior Agreements. This Agreement and the exhibits hereto constitute the entire agreement between the parties and supersede all prior agreements and understandings between the parties relating to the subject matter hereof. This Agreement is intended to implement, and should be interpreted consistent with, the Joint Powers Agreement.

(g) Time of the Essence. Time is of the essence in the performance of this Agreement.

IN WITNESS WHEREOF the Purchaser has executed this Agreement with the approval of its governing body, and caused its official seal to be affixed and the Authority has executed this Agreement in accordance with the authorization of its Board of Directors.

CHINO BASIN DESALTER AUTHORITY

By: 
Chairperson

Attest:

By: 
Secretary

CITY OF ONTARIO

By: 
City Manager

[SEAL]

Attest:

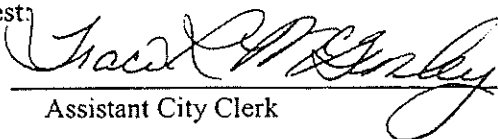
By: 
Assistant City Clerk



EXHIBIT A

<u>Project Participant</u>	<u>Project Allotment (acre-feet)</u>
City of Chino	5,000
City of Chino Hills	4,200
City of Norco	1,000
City of Ontario	5,000
Jurupa Community Services District	8,200
Santa Ana River Water Company	<u>1,200</u>
	24,600

* Eliminates 400 acre feet of other per Exhibit A to the Term Sheet.

EXHIBIT B

[This opinion shall be delivered upon execution of the Water Purchase Agreement]

January __, 2002

Chino Basin Desalter Authority

City of Ontario
1425 South Bon View Avenue
Ontario, CA 91761-4406

Ladies and Gentlemen:

We are acting as general counsel to the City of Ontario (the "Purchaser") under the Water Purchase Agreement, dated as of January 15, 2002 (the "Agreement"), between the Chino Basin Desalter Authority (the "Authority") and the Purchaser, and have acted as general counsel to the Purchaser in connection with the matters referred to herein. As such counsel we have examined and are familiar with (i) documents relating to the existence, organization and operation of the Purchaser provided to us by the Purchaser, (ii) certifications by officers of the Purchaser, (iii) all necessary documentation of the Purchaser relating to the authorization, execution and delivery of the Agreement, and (iv) an executed counterpart of the Agreement. Terms used herein and not otherwise defined have the respective meanings set forth in the Agreement.

Based upon the foregoing and such examination of law and such other information, papers and documents as we deem necessary or advisable to enable us to render this opinion, including the Constitution and laws of the State of California, together with the resolutions, ordinances and public proceedings of the Purchaser, we are of the opinion that:

1. The Purchaser is a general law city, duly created, organized and existing under the laws of the State of California and duly qualified to furnish water service within its boundaries.
2. The Purchaser has legal right, power and authority to enter into the Agreement and to carry out and consummate all transactions reasonably contemplated thereby, and the Purchaser has complied with the provisions of applicable law relating to such transactions.
3. The Agreement has been duly authorized, executed and delivered by the Purchaser, is in full force and effect as to the Purchaser in accordance with its terms and, subject to the qualifications set forth in the second to the last paragraph hereof, and assuming that the Authority has all requisite power and authority, and has taken all necessary action, to authorize, execute and deliver such Agreement, the Agreement constitutes the valid and binding obligation of the Purchaser.
4. The obligations of the Purchaser to make payments under the Agreement from the Revenues of its Purchaser Water System or other lawfully available funds as provided in Section 10 of the Agreement is a valid, legal and binding obligation of the Purchaser enforceable in accordance with its terms.

5. No approval, consent or authorization of any governmental or public agency, authority or person is required for the execution and delivery by the Purchaser of the Agreement.

6. The authorization, execution and delivery of the Agreement and compliance with the provisions thereof will not conflict with or constitute a breach of, or default under, any instrument relating to the organization, existence or operation of the Purchaser, any commitment, agreement or other instrument to which the Purchaser is a party or by which it or its property is bound or affected, or any ruling, regulation, ordinance, judgment, order or decree to which the Purchaser (or any of its officers in their respective capacities as such) is subject or any provision of the laws of the State of California relating to the Purchaser and its affairs.

7. There is no action, suit, proceeding, inquiry or investigation at law or in equity, or before any court, public board or body, pending or, to our knowledge, threatened against or affecting the Purchaser or any entity affiliated with the Purchaser or any of its officers in their respective capacities as such, which questions the powers of the Purchaser referred to in paragraph 2 above or the validity of the proceedings taken by the Purchaser in connection with the authorization, execution or delivery of the Agreement, or wherein any unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by the Agreement, or which would adversely affect the validity or enforceability of the Agreement.

The opinion expressed in paragraphs 3 and 4 above are qualified to the extent that the enforceability of the Agreement may be limited by any applicable bankruptcy, insolvency, reorganization, arrangement, moratorium, or other laws affecting creditors' rights, to the application of equitable principles and to the exercise of judicial discretion in appropriate cases and to the limitations on legal remedies against public agencies in the State of California and provided that no opinion is expressed with respect to any indemnification or contribution provisions contained therein.

This opinion is rendered only with respect to the laws of the State of California and the United States of America and is addressed only to the Chino Basin Desalter Authority and the Purchaser. No other person is entitled to rely on this opinion, nor may you rely on it in connection with any transactions other than those described herein.

Very truly yours,

EXHIBIT C

[This opinion shall be delivered upon execution of the Water Purchase Agreement]

January __, 2002

Chino Basin Desalter Authority

The Project Participants Listed on
Exhibit A attached hereto

Ladies and Gentlemen:

We are special counsel to the Chino Basin Desalter Authority (the "Authority") and are familiar with those certain Water Purchase Agreements, dated as of January 15, 2002 (each, an "Agreement"), between the Authority and each of the water contractors identified on Exhibit A attached hereto (each, a "City") in connection with the matters referred to herein. As special counsel we have examined and are familiar with (i) documents relating to the existence, organization and operation of the Authority provided to us by the Authority, (ii) certifications by officers of the Authority, (iii) all necessary documentation of the Authority relating to the authorization, execution and delivery of the Agreement, and (iv) an executed counterpart of the Agreement. Terms used herein and not otherwise defined have the respective meanings set forth in the Agreement.

Based upon the foregoing and such examination of law and such other information, papers and documents as we deem necessary or advisable to enable us to render this opinion, including the Constitution and laws of the State of California, together with the resolutions, ordinances and public proceedings of the Authority, we are of the opinion that:

1. The Authority is a joint exercise of powers agency duly created, organized and existing under the laws of the State of California.
2. The Authority has legal right, power and authority to enter into the Agreement and to carry out and consummate all transactions reasonably contemplated thereby, and the Authority has complied with the provisions of applicable law relating to such transactions.
3. The Agreement has been duly authorized, executed and delivered by the Authority, is in full force and effect as to the Authority in accordance with its terms and, subject to the qualifications set forth in the second to the last paragraph hereof, and assuming that each City has all requisite power and authority, and has taken all necessary action, to authorize, execute and deliver such Agreement, the Agreement constitutes the valid and binding obligation of the Authority.
4. No approval, consent or authorization of any governmental or public agency, authority or person is required for the execution and delivery by the Authority of the Agreement.
5. The authorization, execution and delivery of the Agreement and compliance with the provisions thereof will not conflict with or constitute a breach of, or default under, any instrument relating to the organization, existence or operation of the Authority, any commitment, agreement or

other instrument to which the Authority is a party or by which it or its property is bound or affected, or, to the best of our knowledge, any ruling, regulation, ordinance, judgment, order or decree to which the Authority (or any of its officers in their respective capacities as such) is subject or any provision of the laws of the State of California relating to the Authority and its affairs.

6. There is no action, suit, proceeding, inquiry or investigation at law or in equity, or before any court, public board or body, pending or, to our knowledge, threatened against or affecting the Authority or any of its officers in their respective capacities as such, which questions the powers of the Authority referred to in paragraph 2 above or the validity of the proceedings taken by the Authority in connection with the authorization, execution or delivery of the Agreement, or wherein any unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by the Agreement, or which, in any way, would adversely affect the validity or enforceability of the Agreement.

The opinion expressed in paragraph 3 above is qualified to the extent that the enforceability of the Agreement may be limited by any applicable bankruptcy, insolvency, reorganization, arrangement, moratorium, or other laws affecting creditors' rights, to the application of equitable principles and to the exercise of judicial discretion in appropriate cases and to the limitations on legal remedies against public agencies in the State of California and provided that no opinion is expressed with respect to any indemnification or contribution provisions contained therein.

This opinion is rendered only with respect to the laws of the State of California and the United States of America and is addressed only to the Authority and the Project Participants. No other person is entitled to rely on this opinion, nor may you rely on it in connection with any transactions other than those described herein.

Respectfully submitted,

APPENDIX H

**CITY OF ONTARIO
SOURCE PLANNING MODEL
JULY 2004**

Well #	Capacity (gpm)		Well #	Capacity Current	Well #	Capacity (Future)
	Current	Replacement				
7	0	2,500	24	1,779	NMC 1	2,500
9	1,770	2,500	25	1,395	NMC 2	2,500
11	1,386	2,500	31	2,917	NMC 3	2,500
15	1,615	2,500	35	2,747	NMC 4	2,500
16	657	2,500	37	2,927	NMC 5	2,500
17	1,277	2,500	38	2,341	NMC 6	2,500
18	0	2,500	39	2,132	NMC 7	2,500
19	0	2,500	40	3,000	NMC 8	2,500
20	816	2,500	41	2,500	NMC 9	2,500
26	885	2,500	44	3,000		
27	1,101	2,500				
34	1,525	2,500			OMC 1	2,500
3	780	2,500			OMC 2	2,500
4	1,000	2,500				
36	1,565	2,500				
29	2,592	2,500				
	14,377	40,000		24,738		27,500
TOTAL CAPACITY AFTER REPLACEMENTS + ADDITIONS						92,238

[1] Source Planning Model July 2004

Water Supply Management Model

Outline - July 1, 2003

Sht. No.	Sheet Name	Description	Original Data (Cells in yellow)
1	Long Term Model	demand/supply summary by zone for years 2005, 2010, 2015, 2020 and ultimate.	Flow controlled transfer of water between zones to balance deficits.
2	5yr Model	demand/supply summary by zone for the next 5 year period.	Flow controlled transfer of water between zones to balance deficits.
3	Demand Sum	summary of the demand by zone and a demand forecast by year through build out using assumed linear growth projections.	Demand by zone (gpm) and growth projections
4	Supply Sum	Summary of supply sources (wells, WFA, CDA, recycled) by zone for each year.	WFA supply and CDA supply
5	Wells	Existing and planned well supply by zone for each year. Includes the replacement schedule for existing wells.	All well supply data including year constructed, year out of service and current/planned capacity.
6	Recycled	Recycled water service goals by zone and an annual forecast of recycled water consumption by zone.	Existing recycled water consumption and planned service goals.
7	PRV's	PRV station water transfers required to meet the hydraulics of maximum day demand.	Water transfers from the hydraulic model.

Addition Planned Sheets/Modifications

Dry-Year Yield Program - Include forecasted WFA consumption and impact during a MET take year.
 Water Transfer Capacity - Include limitations on flow controlled water transfer between zones.
 CIP Program for Wells and water treatment assumptions
 Water Storage Sheet
 Well Replacement Schedule - Feeds to Wells sheet
 Well Site Land Banking summary sheet - Sites needed for each zone

Indicate original data in yellow and cells that can be changed for modeling analysis in blue.

City of Ontario Water Source Assessment

May 2002

Year	ZONE	Max Day Demand (mgd)*	Source of Water Supply (mgd)				MDD pv transfers	Total Supply	Zone Balance	Transfer of Water between Zones **					Excess Supply
			Wells	WFA	Desalter	Recycled				13th	8th	4th	Phillips	Francis	
2005	13th St.	8.8	0.0	9.0	0.0	0.0	-1.3	7.7	-1.1	1.0					-0.1
	8th St.	27.8	30.3	16.0	3.1	1.0	-7.4	43.0	15.2		-3.8				11.4
	4th St.	12.7	24.5	0.0	0.0	0.1	-1.3	23.3	10.7			2.8			13.5
	Phillips St.	15.8	5.3	0.0	1.3	1.1	10.1	17.7	1.9						1.9
	Francis St.	1.3	0.0	0.0	0.0	0.2	0.0	0.2	-1.2						-1.2
2010	Total	66.3	60.1	25.0	4.4	2.4	0.0	91.9	25.5	1.0	-3.8	2.8	0.0	0.0	25.5
	13th St.	8.9	3.6	9.0	0.0	0.1	-1.3	11.3	2.5						2.5
	8th St.	29.6	36.2	16.0	0.0	1.3	-7.4	46.0	16.5						16.5
	4th St.	13.2	28.1	0.0	0.0	0.2	-1.3	27.0	13.9						13.9
	Phillips St.	17.5	8.9	0.0	1.3	1.3	10.1	21.5	4.0						4.0
2015	Francis St.	7.9	7.2	0.0	3.1	0.9	0.0	11.2	3.3						3.3
	Total	77.0	84.0	25.0	4.4	3.8	0.0	117.2	40.1	0.0	0.0	0.0	0.0	0.0	40.1
	13th St.	8.9	3.6	9.0	0.0	0.1	-1.3	11.4	2.5						2.5
	8th St.	29.6	45.8	16.0	0.0	1.5	-7.4	55.9	26.3						26.3
	4th St.	13.2	38.8	0.0	0.0	0.3	-1.3	37.8	24.7						24.7
2020	Phillips St.	18.9	8.9	0.0	0.0	1.5	10.1	20.4	1.5						1.5
	Francis St.	14.5	10.8	0.0	4.4	1.7	0.0	16.9	2.4						2.4
	Total	85.0	107.9	25.0	4.4	5.2	0.0	142.4	57.4	0.0	0.0	0.0	0.0	0.0	57.4
	13th St.	8.9	3.6	9.0	0.0	0.2	-1.3	11.5	2.6						2.6
	8th St.	29.6	48.9	16.0	0.0	1.8	-7.4	59.2	29.7						29.7
2025	4th St.	13.2	41.4	0.0	0.0	0.4	-1.3	40.5	27.4						27.4
	Phillips St.	20.2	13.9	0.0	0.0	1.6	10.1	25.6	5.4						5.4
	Francis St.	21.1	18.0	0.0	4.4	2.5	0.0	24.9	3.8						3.8
	Total	92.9	125.8	25.0	4.4	6.5	0.0	161.7	68.7	0.0	0.0	0.0	0.0	0.0	68.7
	13th St.	8.9	3.6	9.0	0.0	0.2	-1.3	11.5	2.6						2.6
2030	8th St.	29.6	48.8	16.0	0.0	1.8	-7.4	59.1	29.5						29.5
	4th St.	13.2	41.4	0.0	0.0	0.4	-1.3	40.5	27.4						27.4
	Phillips St.	21.6	13.9	0.0	0.0	1.7	10.1	25.7	4.1						4.1
	Francis St.	27.7	21.6	0.0	4.4	3.3	0.0	29.3	1.5						1.5
	Total	100.9	129.2	25.0	4.4	7.4	0.0	166.0	65.1	0.0	0.0	0.0	0.0	0.0	65.1
	13th St.	8.9	3.6	9.0	0.0	0.2	-1.3	11.5	2.6						2.6
	8th St.	29.6	48.8	16.0	0.0	1.8	-7.4	59.1	29.5						29.5
	4th St.	13.2	41.4	0.0	0.0	0.4	-1.3	40.5	27.4						27.4
	Phillips St.	22.9	13.9	0.0	0.0	1.8	10.1	25.8	2.9						2.9
	Francis St.	34.3	25.2	0.0	4.4	4.0	0.0	33.6	-0.7						-0.7
	Total	108.8	132.8	25.0	4.4	8.3	0.0	170.5	61.6	0.0	0.0	0.0	0.0	0.0	61.6

* Water Demand = Max Day plus 0%

* Water Transfer between Pressure Zones (minus = water leaving the zone, plus = water is added to the zone)

City of Ontario 5 Year Water Source Assessment

Jun-04

Year	ZONE	Max Day Demand (mgd)*	Source of Water Supply (mgd)				MDD	Total Supply	Zone Balance	Transfer of Water between Zones **					Excess Supply
			Wells	WFA	Desalter	Recycled				13th	8th	4th	Phillips	Francis	
2003	13th St.	8.7	0.0	9.0	0.0	0.0	-1.3	7.7	-1.1	1.1				0.0	
	8th St.	27.1	26.7	16.0	0.0	0.0	-7.4	35.2	8.2		-4.6			3.6	
	4th St.	12.5	12.1	0.0	0.0	0.1	-1.3	10.9	-1.6			3.5		1.9	
	Phillips St.	15.4	5.3	0.0	0.0	1.0	10.1	16.4	1.0					1.0	
	Francis St.	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0					0.0	
	Total	63.6	44.1	25.0	0.0	1.1	0.0	70.2	6.5	1.1	-4.6	3.5	0.0	0.0	6.5
2004	13th St.	8.8	0.0	9.0	0.0	0.0	-1.3	7.7	-1.1	1.1				0.0	
	8th St.	27.4	26.7	16.0	0.0	1.0	-7.4	36.2	8.8		-1.1			7.7	
	4th St.	12.6	13.6	0.0	0.0	0.1	-1.3	12.3	-0.2					-0.2	
	Phillips St.	15.4	5.3	0.0	0.0	1.0	10.1	16.4	0.9					0.9	
	Francis St.	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0					0.0	
	Total	64.2	45.5	25.0	0.0	2.1	0.0	72.6	8.4	1.1	-1.1	0.0	0.0	0.0	8.4
2005	13th St.	8.8	0.0	9.0	0.0	0.0	-1.3	7.7	-1.1	1.1				0.0	
	8th St.	27.8	30.3	16.0	3.1	1.0	-7.4	43.0	15.2		-1.1			14.1	
	4th St.	12.7	24.5	0.0	0.0	0.1	-1.3	23.3	10.7					10.7	
	Phillips St.	15.8	5.3	0.0	1.3	1.1	10.1	17.7	1.9			-1.2		0.7	
	Francis St.	1.3	0.0	0.0	0.0	0.2	0.0	0.2	-1.2				1.2	0.0	
	Total	66.3	60.1	25.0	4.4	2.4	0.0	91.9	25.5	1.1	-1.1	0.0	-1.2	1.2	25.5
2006	13th St.	8.8	0.0	9.0	0.0	0.0	-1.3	7.7	-1.1	1.1				0.0	
	8th St.	28.1	33.9	16.0	3.1	1.1	-7.4	46.6	18.5		-1.1			17.4	
	4th St.	12.8	28.1	0.0	0.0	0.1	-1.3	27.0	14.2					14.2	
	Phillips St.	16.1	8.9	0.0	1.3	1.1	10.1	21.3	5.2			-2.3		2.9	
	Francis St.	2.6	0.0	0.0	0.0	0.3	0.0	0.3	-2.3				2.3	0.0	
	Total	68.5	70.9	25.0	4.4	2.7	0.0	102.9	34.4	1.1	-1.1	0.0	-2.3	2.3	34.4
2007	13th St.	8.8	0.0	5.0	0.0	0.0	-1.3	3.7	-5.1	1.1				-4.0	
	8th St.	28.5	37.5	0.0	3.1	1.1	-7.4	34.3	5.8		-1.1			4.7	
	4th St.	12.9	28.1	0.0	0.0	0.2	-1.3	27.0	14.1					14.1	
	Phillips St.	16.5	8.9	0.0	1.3	1.2	10.1	21.4	4.9			-3.6		1.3	
	Francis St.	4.0	3.6	0.0	0.0	0.3	0.0	3.9	0.0				3.6	3.6	
	Total	70.6	78.1	5.0	4.4	2.8	0.0	90.2	19.6	1.1	-1.1	0.0	-3.6	3.6	19.6

* Water Demand = Max Day plus 0%

** Water Transfer between Pressure Zones (minus = water leaving the zone, plus = water is added to the zone)

Demand Summary

Zone	Existing Average Day Demand			Ultimate Average Day Demand Pre New Model Colony			Ultimate Average Day Demand With New Model Colony			Max Day Peaking Factor For Each Zone
	(gpm)	(MGD)	(AF/yr)	(gpm)	(MGD)	(AF/yr)	(gpm)	(MGD)	(AF/yr)	
13th	3,720	5.4	6,000	3,820	5.5	6,161	3,820	5.5	6,161	1.62
8th	11,280	16.2	18,192	13,120	18.9	21,160	13,120	18.9	21,160	1.57
4th	5,270	7.6	8,499	5,770	8.3	9,306	5,770	8.3	9,306	1.58
Philps	6,420	9.2	10,354	6,790	9.8	10,951	9,790	14.1	15,789	1.63
Francis	0	0.0	0	0	0.0	0	17,600	25.3	28,385	1.35
Totals	26,690	38.4	43,046	29,500	42.5	47,578	50,100	72.1	80,801	1.51

Zone	Existing Max Day Demand		Ultimate Max Day Demand Pre New Model Colony		Ultimate Max Day Demand With New Model Colony	
	(gpm)	(MGD)	(gpm)	(MGD)	(gpm)	(MGD)
13th	6,020	8.7	6,170	8.9	6,170	8.9
8th	17,800	25.6	20,540	29.6	20,540	29.6
4th	8,390	12.1	9,140	13.2	9,140	13.2
Philps	10,460	15.1	11,030	15.9	15,910	22.9
Francis	0	0.0	0	0.0	23,830	34.3
Totals	42,670	61.4	46,880	67.5	75,590	108.8

Note: Demand data (in gpm) listed above is from August 2000 Water Master Plan Table 6-5 through 6-10

Max Day Demand Forecast (MGD)

Demand Assumptions:

1. Pre NMC area built out in year 2010 with linear demand increase.
2. NMC area built out in year 2030. Linear demand increase starts in 2005.

Year	13th	8th	4th	OMC Phillips	NMC Phillips	Total Phillips	Francis	Total
1999	8.7	25.6	12.1	15.1	0.0	15.1	0.0	61.4
2000	8.7	26.0	12.2	15.1	0.0	15.1	0.0	62.0
2001	8.7	26.3	12.3	15.2	0.0	15.2	0.0	62.5
2002	8.7	26.7	12.4	15.3	0.0	15.3	0.0	63.1
2003	8.7	27.1	12.5	15.4	0.0	15.4	0.0	63.6
2004	8.8	27.4	12.6	15.4	0.0	15.4	0.0	64.2
2005	8.8	27.8	12.7	15.5	0.3	15.8	1.3	66.3
2006	8.8	28.1	12.8	15.6	0.5	16.1	2.6	68.5
2007	8.8	28.5	12.9	15.7	0.8	15.5	4.0	70.6
2008	8.8	28.9	13.0	15.7	1.1	16.8	5.3	72.8
2009	8.9	29.2	13.1	15.8	1.4	17.2	6.6	74.9
2010	8.9	29.6	13.2	15.9	1.6	17.5	7.9	77.0
2011	8.9	29.6	13.2	15.9	1.9	17.8	9.2	78.6
2012	8.9	29.6	13.2	15.9	2.2	18.0	10.6	80.2
2013	8.9	29.6	13.2	15.9	2.4	18.3	11.9	81.8
2014	8.9	29.6	13.2	15.9	2.7	18.6	13.2	83.4
2015	8.9	29.6	13.2	15.9	3.0	18.9	14.5	85.0
2016	8.9	29.6	13.2	15.9	3.2	19.1	15.8	86.6
2017	8.9	29.6	13.2	15.9	3.5	19.4	17.2	88.2
2018	8.9	29.6	13.2	15.9	3.8	19.7	18.5	89.8
2019	8.9	29.6	13.2	15.9	4.1	19.9	19.8	91.4
2020	8.9	29.6	13.2	15.9	4.3	20.2	21.1	92.9
2021	8.9	29.6	13.2	15.9	4.6	20.5	22.4	94.5
2022	8.9	29.6	13.2	15.9	4.9	20.7	23.8	96.1
2023	8.9	29.6	13.2	15.9	5.1	21.0	25.1	97.7
2024	8.9	29.6	13.2	15.9	5.4	21.3	26.4	99.3
2025	8.9	29.6	13.2	15.9	5.7	21.6	27.7	100.9
2026	8.9	29.6	13.2	15.9	5.9	21.8	29.0	102.5
2027	8.9	29.6	13.2	15.9	6.2	22.1	30.4	104.1
2028	8.9	29.6	13.2	15.9	6.5	22.4	31.7	105.7
2029	8.9	29.6	13.2	15.9	6.8	22.6	33.0	107.3
2030	8.9	29.6	13.2	15.9	7.0	22.9	34.3	108.8
2031	8.9	29.6	13.2	15.9	7.0	22.9	34.3	108.8
2032	8.9	29.6	13.2	15.9	7.0	22.9	34.3	108.8
2033	8.9	29.6	13.2	15.9	7.0	22.9	34.3	108.8
2034	8.9	29.6	13.2	15.9	7.0	22.9	34.3	108.8
2035	8.9	29.6	13.2	15.9	7.0	22.9	34.3	108.8

Zone	Source	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017
13th St.	GW	-	-	-	-	-	-	3.6	3.6	3.6	3.6	3.6	3.6	3.6	3.6	3.6	3.6
	WFA	9.0	9.0	9.0	9.0	9.0	5.0	9.0	9.0	9.0	9.0	9.0	9.0	9.0	9.0	9.0	9.0
	Desalter	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Recycled	-	-	-	0.0	0.0	0.0	0.0	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1
	Total	9.0	9.0	9.0	9.0	9.0	5.0	12.6	12.7	12.7	12.7	12.7	12.7	12.7	12.7	12.7	12.7

8th St.	GW	26.7	26.7	26.7	30.3	33.9	37.5	37.5	36.2	36.2	39.8	43.4	43.4	43.4	45.8	47.8	48.9
	WFA	16.0	16.0	16.0	16.0	16.0	-	16.0	16.0	16.0	16.0	16.0	16.0	16.0	16.0	16.0	16.0
	Desalter	-	-	-	3.1	3.1	3.1	2.1	1.1	-	-	-	-	-	-	-	-
	Recycled	-	-	1.0	1.0	1.1	1.1	1.2	1.2	1.3	1.0	1.4	1.4	1.5	1.5	1.6	1.6
	Total	42.7	42.7	43.7	50.4	54.1	41.7	56.8	54.5	53.5	56.8	60.8	60.8	60.9	63.4	65.4	66.5
4th St.	GW	12.1	12.1	13.6	24.5	28.1	28.1	28.1	28.1	28.1	28.1	34.1	34.1	34.1	38.8	40.1	40.1
	WFA	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Desalter	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Recycled	0.1	0.1	0.1	0.1	0.1	0.2	0.2	0.2	0.2	0.2	0.3	0.3	0.3	0.3	0.4	0.4
	Total	12.2	12.2	13.6	24.6	28.3	28.3	28.3	28.3	28.3	28.4	34.4	34.4	34.5	39.1	40.5	40.5

Phillips St.	GW	5.3	5.3	5.3	5.3	8.9	8.9	8.9	8.9	8.9	8.9	8.9	8.9	8.9	8.9	13.9	13.9
	WFA	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Desalter	-	-	-	1.3	1.3	1.3	1.3	1.3	1.3	1.3	1.3	-	-	-	-	-
	Recycled	1.0	1.0	1.0	1.1	1.1	1.2	1.2	1.2	1.3	1.5	1.3	1.4	1.4	1.5	1.5	1.5
	Total	6.3	6.3	6.3	7.6	11.3	11.3	11.4	11.4	11.4	11.7	11.5	10.2	10.3	10.3	15.4	15.4

Francis St.	GW	-	-	-	-	-	3.6	7.2	7.2	7.2	7.2	10.8	10.8	10.8	10.8	10.8	14.4
	WFA	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Desalter	-	-	-	-	-	-	1.0	2.0	3.1	3.1	3.1	4.4	4.4	4.4	4.4	4.4
	Recycled	-	-	-	0.2	0.3	0.5	0.6	0.8	0.9	2.9	1.2	1.4	1.6	1.7	1.9	2.0
	Total	-	-	-	0.2	0.3	4.1	8.8	10.0	11.2	13.2	15.1	16.6	16.8	16.9	17.1	20.8

Zone	Source	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
13th St.	GW	3.6	3.6	3.6	3.6	3.6	3.6	3.6	3.6	3.6	3.6	3.6	3.6	3.6	3.6
	WFA	9.0	9.0	9.0	9.0	9.0	9.0	9.0	9.0	9.0	9.0	9.0	9.0	9.0	9.0
	Desalter	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Recycled	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	-
	Total	12.8	12.8	12.8	12.8	12.8	12.8	12.8	12.8	12.8	12.8	12.8	12.8	12.8	12.6

8th St.	GW	48.9	48.9	48.9	48.9	48.9	48.9	48.9	48.8	48.8	48.8	48.8	48.8	48.8	40.0
	WFA	16.0	16.0	16.0	16.0	16.0	16.0	16.0	16.0	16.0	16.0	16.0	16.0	16.0	16.0
	Desalter	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Recycled	1.7	1.7	1.8	1.8	1.8	1.8	1.8	1.8	1.8	1.8	1.8	1.8	1.8	-
	Total	66.6	66.6	66.7	66.7	66.7	66.7	66.7	66.5	66.5	66.5	66.5	66.5	66.5	56.0

4th St.	GW	40.1	40.1	41.4	41.4	41.4	41.4	41.4	41.4	41.4	41.4	41.4	41.4	41.4	37.4
	WFA	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Desalter	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Recycled	0.4	0.4	0.4	0.4	0.4	0.4	0.4	0.4	0.4	0.4	0.4	0.4	0.4	-
	Total	40.5	40.5	41.8	41.8	41.8	41.8	41.8	41.8	41.8	41.8	41.8	41.8	41.8	37.4

Phillips St.	GW	13.9	13.9	13.9	13.9	13.9	13.9	13.9	13.9	13.9	13.9	13.9	13.9	13.9	13.9
	WFA	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Desalter	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Recycled	1.6	1.6	1.6	1.7	1.7	1.7	1.7	1.7	1.8	1.8	1.8	1.8	1.8	-
	Total	15.4	15.5	15.5	15.5	15.5	15.6	15.6	15.6	15.6	15.6	15.7	15.7	15.7	13.9

Francis St.	GW	14.4	14.4	18.0	18.0	18.0	21.6	21.6	21.6	25.2	25.2	25.2	25.2	25.2	25.2
	WFA	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Desalter	4.4	4.4	4.4	4.4	4.4	4.4	4.4	4.4	4.4	4.4	4.4	4.4	4.4	4.4
	Recycled	2.2	2.3	2.5	2.6	2.8	2.9	3.1	3.3	3.4	3.6	3.7	3.9	4.0	-
	Total	21.0	21.1	24.9	25.0	25.2	28.9	29.1	29.3	33.0	33.2	33.3	33.5	33.6	29.6

[illegible]

Recycled Water Supply Forecast AF/YR

Forecast Assumptions:

1. Actual existing recycled water usage updated each year.
2. Forecasted usage for OMC = existing usage + delta to meet ultimate usage in year 2020.
3. Forecasted usage for NMC = existing usage + delta to meet ultimate usage in year 2030.

Zone	Planned Ultimate Supply		
	(AF/YR)	MGD	gpm
13th	200	0.2	124
8th	2,000	1.8	1240
4th	500	0.4	310
Phlps-OMC	1,500	1.3	930
Phlps-NMC	542	0.5	340
Francis	4,519	4.0	2802
Total	9,268	8.3	5747

Zone

13th

8th

OMC Phlps

NMC Phlps

Total Phlps

Francis

Total (AF/YR)

Total (MGD)

Year	13th	8th	4th	OMC Phillips	NMC Phillips	Total Phillips	Francis	Total (AF/YR)	Total (MGD)
2002			105	1165		1165		1270	1.1
2003			105	1165		1165		1270	1.1
2004		1100	105	1165		1165		2370	2.1
2005	13	1156	130	1186	21	1207	174	2679	2.4
2006	25	1213	154	1207	42	1249	348	2989	2.7
2007	38	1269	179	1228	63	1291	521	3298	2.9
2008	50	1325	204	1249	84	1333	695	3607	3.2
2009	63	1381	228	1270	106	1375	869	3916	3.5
2010	75	1438	253	1291	127	1417	1043	4226	3.8
2011	88	1494	278	1312	148	1459	1217	4535	4.0
2012	100	1550	303	1333	169	1501	1390	4844	4.3
2013	113	1606	327	1353	190	1543	1564	5154	4.6
2014	125	1663	352	1374	211	1586	1738	5463	4.9
2015	138	1719	377	1395	232	1628	1912	5772	5.2
2016	150	1775	401	1416	253	1670	2086	6082	5.4
2017	163	1831	426	1437	275	1712	2260	6391	5.7
2018	175	1888	451	1458	296	1754	2433	6700	6.0
2019	188	1944	475	1479	317	1796	2607	7009	6.3
2020	200	2000	500	1500	338	1838	2781	7319	6.5
2021	200	2000	500	1500	359	1859	2955	7514	6.7
2022	200	2000	500	1500	380	1880	3129	7709	6.9
2023	200	2000	500	1500	401	1901	3302	7904	7.1
2024	200	2000	500	1500	422	1922	3476	8098	7.2
2025	200	2000	500	1500	443	1943	3650	8293	7.4
2026	200	2000	500	1500	465	1965	3824	8488	7.6
2027	200	2000	500	1500	486	1986	3998	8683	7.8
2028	200	2000	500	1500	507	2007	4171	8878	7.9
2029	200	2000	500	1500	528	2028	4345	9073	8.1
2030	200	2000	500	1500	549	2049	4519	9268	8.3

PRV Station Transfers During Maximum Day Demand

	Flow In		Flow Out		Net Change	
	gpm	MGD	gpm	MGD	gpm	MGD
13th St.	0	0.0	915	1.3	-915	-1.3
8th St.	915	1.3	6,086	8.8	-5,171	-7.4
4th St.	2,581	3.7	3,483	5.0	-902	-1.3
Phillips St.	6,988	10.1	0	0.0	6,988	10.1
Francis St.	0	0.0	0	0.0	0	0.0
Total	10,484	15.1	10,484	15.1	0	0.0

Existing Well Capacity & Current Status - May 20, 2003

Well No.	Year Drilled	Capacity Design (gpm)	Current Zone (gpm)	Pumps to	Nitrate High (mg/l)	Perchlorate High (ug/l)	Operable (1=yes, 0=no)	Current Status
9	1958	1770	1740	8th	57	8	0	Active status, operation requires higher demand/WFA take for blending
18	1926	1200	1200	8th	53	12	0	Not in use - Well to be destroyed
19	1926	580	580	8th	45	5	0	Need to sample nitrates on a daily basis when operating. For emergency only.
20	old	770	800	8th	26	ND	1	
24	1969	1880	1775	8th	14	ND	1	
25	1926	1390	1415	8th	14	ND	1	
26	1959	1270	900	8th	14	ND	1	Flow is backed off to prevent air in line.
27	1961	1100	1000	8th	15	ND	1	In path of Kaiser plume. TDS elevated to 300 ppm with increasing trend.
29	1979	2490	2600	8th	6	ND	1	
30	1979	3180	2200	8th	21	5	1	In path of Kaiser plume. TDS approx. 500-550 ppm with decreasing trend.
31	1979	3070	2950	8th	26	ND	1	
37	1994	3040	2870	8th	19	4.5	1	
38	1996	2470	2300	8th	4	ND	1	Latest perchlorate sample is non detect
40	2004							
41	2004							
3	1962	900	805	4th	23	ND	1	
4	1909/58	1240	500	4th	46	8.1	0	Active status, operation depends on nitrate levels/flow for adequate blending.
11	1958	1240	1450	4th	6	ND	1	
15	1960	1660	1565	4th	34	~4.8	0	Latest perchlorate sample is non detect
16	1966	730	640	4th	14	ND	1	
17	1963	1740	1310	4th	27	ND	1	
33	1983	2940	2940	4th	16	ND	0	
35	1985	1960	2765	4th	6	ND	1	GE settlement - well scheduled to be destroyed
36	1985	1910	1575	4th	5	ND	1	
44	2004							
34	1983	2820	1595	Phillips	10	ND	1	
39	2002	2250	2185	Phillips	?	ND	1	

Zone	Well Supply (gpm)	Design	Current	Operable
13th	0	0	0	0
8th	24,210	22,330	18,810	
4th	14,320	13,550	8,545	
Phillips	5,070	3,780	3,780	
Francis	0	0	0	
Totals				
(gpm)	43,600	39,660	31,135	
(mgd)	62.8	57.1	44.8	

LEGEND

- Perchlorate historical high above the DHS action level
- Nitrate historical high above the MCL
- Well not currently operable

City of Ontario Well Site Land Acquisition Summary of Required Sites

Water Master Plan Goal: Meet maximum day potable water demand from Ontario wells.

1. New Wells for Existing Supply Deficits and Ultimate Build-Out Demand

Zone	Ult. Max Day Demand (gpm)	Max Day PRV Station Flow In	Demand Flow out	Exist. Well Capacity	Planned Rec. Water Use	Deficit	New Wells Required (2500 gpm per well)
13th Street (1348')	6,170	0	915	0	124	-6,961	2
8th Street (1212')	20,540	915	6,086	18,523	1,240	-5,948	3
4th Street (1070')	9,140	2,581	3,483	8,412	310	-1,320	1
Philps Street (1010')	15,910	6,988	0	3,657	930	-4,335	2
Francis Street (935')	23,830	0	0	0	340	-23,490	7

* Ultimate ADD = 3800 gpm in 1348' zone. Additional MDD supplied from 1212' zone - Shift required 3rd well to 1212' zone.

2. Dry-Year-Yield Program Wells

3 well sites required (in 8th Street zone)

3. Projected Well Replacement Schedule (wells currently operable, non-water quality related)

Time	No of Wells	Current Production
0 to 5 years	5	4750
5 to 10 years	2	3000
10 to 20 years	8	11550

Assumptions:

Existing sites used for replacement wells on 8 of the 15 sites.

New wells would yield a higher production rate than existing wells.

5 well sites required for replacement wells (assume 1 in 8th Street, 3 in 4th Street and 1 in Philps Street Zones)

Summary - Total Well Sites Required By Pressure Zone (Sum of 1-3)

Zone	Wells Required (from items 1-3)	Wells Under Construction	No. of Sites Acquired	Acquisition In Progress *	No. of Sites Required
13th Street (1348')	2			2	2
8th Street (1212')	7	1	3	5	4
4th Street (1070')	4	2	4		0
Philps Street (1010')	3				3
Francis Street (935')	7		2	4	5
Total	23	3	9	11	14

* Acquisition considered in progress if at a minimum, negotiations ongoing with a willing seller.

City of Ontario Well Site Land Acquisition Property Status Summary

Well Site Address/Location	Site No.	APN	CC Authorized To Negotiate	CC Authorized To Purchase	Site Acquired	Currently Negotiating	Title on File	Pressure Zone	Alt. PZ
1 Holt - Well No. 40 (exist. property)	N/A				N/A	N/A		1070	
2 Hellman - Well No. 41	40		1	1	1	N/A		1212	
3 John Galvin Park - Well No. 44 (exist. Property)	N/A				N/A	N/A		1070	
4 1341 East D Street (VFW site) "D" St. Park Expansion	5	0110-013-02	1					1070	
5 "E" Street & Campus	4		1		1	N/A		1070	1212
6 Concourse site ("the notch")	26		1	1	1	N/A		1212	
7 Bon View & Francis	58		1	1	1			935	1010
8 San Antonio School District site	16		1			1		1348	1212
9 East Francis Zone Reservoir Site	21		1	1	1	N/A		935	1212
10 West Francis Zone Reservoir Site	18		1	1	1	N/A		935	
11 Rochester Reservoir Site			1	1		1		1212	
12 LAWA	3					1		1010	935, 1070
13 LAWA	73					1		935	1070, 1212
14 LAWA	74					1		935	1212
15 LAWA	75					1		935	1212, 1070
16 Shelby & Lotus (alt. To Well 24 repl.)	28		1	1	1	N/A		1212	
17 Inland Empire and Ferrari Lane (CARMAX)	75		1			1		1212	
18 G Street and Corona Avenue (CENTEX Homes)	64		1	1		1		1212	
19 1650 N Grove Ave. (7th & Grove)		0108-404-01	1	1					
20 E. "G" Street		0110-241-054	1						
21 E. Ontario Blvd.		1049-203-17	1						
22 E. Ontario Blvd.		1049-203-18	1						
23 E. Ontario Blvd.		1049-203-15	1						
24 E. Ontario Blvd.		1049-203-16	1						
25 E. Ontario Blvd.		1049-203-14	1						
26 E. Ontario Blvd.		1049-203-13	1						
27 S. Rockefeller Ave.		0238-201-16	1						
28 North side of Francis E/O Haven (UPS site)		2112-632-02	1	1		1		1212	
29 East of I-15 and south of 4th Street		0238-012-23	1						
30 East of I-15 and north of Ontario Mills Parkway		0238-012-19	1						
31 Between the I-10 and Ontario Mills Parkway		0238-051-09	1						
32 Between the I-10 and Ontario Mills Parkway		0238-051-14	1						
33 SE and SW corner of I-15 and O.M. Parkway (CALTRANS)			1						
34 SE and SW corner of I-15 and O.M. Parkway (CALTRANS)			1						
35 Northeast corner of Vineyard and 8th		0209-013-15	1			1		1348	
36 Eastside of Vineyard and 8th		0209-013-13	1						
37 Eastside of Vineyard and 8th		0209-013-44	1						
38 Bon View Park Expansion (properties to the west)			1	1		1			
TOTAL			31	10	7	11			
Notes:									
1. Well 40 & 41 sites were already owned by the City and are not counted in the Sites Acquired total.									
2. Adjacent properties to the "D" Street Park site and Bon View Park site are currently in acquisition. Well construction at "D" Street park could precede prior to acquisition if necessary for current well RFP. Site not yet counted in sites acquired total.									

APPENDIX I

ADJUDICATION DOCUMENTATION

1 NOSSAMAN, GUTHNER, KNOX & ELLIOT
FREDERIC A. FUDACZ, STATE BAR NO. 050546
2 JOHN OSSIFF, STATE BAR NO. 120149
445 South Figueroa Street
3 Thirty-First Floor
Los Angeles, California 90071
4 Telephone: (213) 612-7800
Facsimile: (213) 612-7801

5 Attorneys for
6 CHINO BASIN WATERMASTER

7
8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF SAN BERNARDINO - WEST DISTRICT

10
11 CHINO BASIN MUNICIPAL WATER)
DISTRICT,)

12)
13 Plaintiff,)

14 v.)

15 CITY OF CHINO,)

16 Defendant.)

Case No.: RCV 51010

ORDER APPROVING
AMENDMENTS TO JUDGMENT

DATE: November 17, 1995

TIME: 2:00 p.m.

DEPT: WD-2

17) Specially assigned to the
18) Honorable Judge
Ben T. Kayashima

1 On November 17, 1995, at 2:00 p.m., the petition and motion of the Chino
2 Basin Watermaster for an order approving amendments to the judgment to simplify
3 conversion claim procedures came on regularly for hearing, the Honorable Judge Ben
4 T. Kayashima presiding.

5 Frederic A. Fudacz and John Ossiff, of Nossaman, Guthner, Knox &
6 Elliot, appeared on behalf of Chino Basin Watermaster. No other appearances were
7 made.

8 No opposition having been received and good cause appearing therefore

9 IT IS HEREBY ORDERED:

10 1. That the petition and motion of Watermaster is granted.

11 2. Paragraph 10(b), "Conversion Claims" of Exhibit "H" of the
12 Judgment is hereby deleted and replaced with a new Paragraph 10(b), attached hereto
13 as Exhibit 1.

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15 Date: _____

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Ben T. Kayashima
Judge, San Bernardino County Superior Court

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EXHIBIT "1"

AMENDMENT TO JUDGMENT
NEW PARAGRAPH 10(B) OF EXHIBIT "H"

(b) Conversion Claims. The following procedures may be utilized by any appropriator:

(1) Record of Uncovered Agricultural Acreage.

Watermaster shall maintain on an ongoing basis a record, with appropriate related maps, of all agricultural acreage within the Chino Basin subject to being converted to appropriative water use pursuant to the provisions of this subparagraph. An initial identification of such acreage as of June 30, 1995 is attached hereto as Appendix 1.

(2) Record of Water Service Conversion. Any appropriator who undertakes to permanently provide water service to lands subject to conversion may report such intent to change water service to Watermaster. Watermaster should thereupon verify such change in water service and shall maintain a record and account for each appropriator of the total acreage involved. Should, at any time, converted acreage return to water service from the Overlying (Agricultural) Pool, Watermaster shall return such acreage to uncovered status and correspondingly reduce or eliminate any allocation accorded to the appropriator involved.

(3) Allocation of Safe Yield Rights.

(i) In any year in which sufficient unallocated Safe Yield from the Overlying (Agricultural) Pool is available for such conversion claims, Watermaster shall allocate to each appropriator with a conversion claim 1.3 acre-

feet of unallocated Safe Yield water for each converted acre for which conversion has been approved and recorded by the Watermaster.

(ii) In any year in which the unallocated Safe Yield water from the Overlying (Agricultural) Pool is not sufficient to satisfy all outstanding conversion claims pursuant to subparagraph (i) herein above, Watermaster shall establish allocation percentages for each appropriator with conversion claims. The percentages shall be based upon the ratio of the total of such converted acreage approved and recorded for each appropriator's account in comparison to the total of converted acreage approved and recorded for all appropriators. Watermaster shall apply such allocation percentage for each appropriator to the total unallocated Safe Yield water available for conversion claims to derive the amount allocable to each appropriator.

(4) Notice and Allocation. Notice of the special allocation of Safe Yield water pursuant to conversion claims shall be given to each appropriator and shall be treated for purposes of this physical solution as an addition to such appropriator's share of the operating Safe Yield for the particular year only.

(5) Administrative Costs. Any costs of Watermaster attributable to the administration of such special allocations and conversion claims shall be assessed against the appropriators participating in such reporting, apportioned in accordance with the total amount of converted acreage held by each appropriator participating in the conversion program.

1 NOSSAMAN, GUTHNER, KNOX & ELLIOT
FREDERIC A. FUDACZ, STATE BAR NO. 050546
2 JOHN OSSIFF, STATE BAR NO. 120149
445 South Figueroa Street
3 Thirty-First Floor
Los Angeles, California 90071
4 Telephone: (213) 612-7800
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5 Attorneys for
6 CHINO BASIN WATERMASTER

7
8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF SAN BERNARDINO - WEST DISTRICT
10

11 CHINO BASIN MUNICIPAL WATER
12 DISTRICT,

13 Plaintiff,

14 v.

15 CITY OF CHINO,

16 Defendant.
17

) Case No.: RCV 51010
)
) (~~Amended-Proposed~~)
)
)
) ORDER FOR AMENDMENTS TO
) THE JUDGMENT REGARDING
) CHANGES IN POOLING PLANS
) AND APPROPRIATIVE POOL
) REPRESENTATION OF THE
) ADVISORY COMMITTEE
)
)
)
) DATE: September 18, 1996
) TIME: 10:00 a.m.
) DEPT: H
)
)
) Specially assigned to the Honorable
) Judge J. Michael Gunn

22
23 On September 18, 1996, the motion for amendments to the Judgment to
24 change Appropriative Pool representation on the Advisory Committee came on
25 regularly for hearing in this matter, the Honorable J. Michael Gunn, Judge, Presiding.
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27 The matter having been duly presented, all arguments having been heard
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and good cause appearing therefore,

IT IS HEREBY ORDERED:

1. That the petition and motion of Watermaster is granted.
2. That Paragraph 4, "Advisory Committee Representatives," of Exhibit "H" to the Judgment is hereby deleted and replaced with a new Paragraph 4, attached hereto as Exhibit 1.
3. That Paragraph 32, "Authorization," to the Judgment is hereby deleted and replaced with a new Paragraph 32, attached hereto as Exhibit 1.

Date: _____

J. Michael Gunn
Judge, San Bernardino County Superior Court

AMENDMENT TO JUDGMENT

New Exhibit "H" Paragraph 4 to Judgment

4. Advisory Committee Representatives. Members of the Pool Committee shall be designated to represent this pool on the Advisory Committee on the following basis: Each major appropriator, i.e. the owner of an adjudicated appropriative right in excess of 3,000 acre feet, or each appropriator that produces in excess of 3,000 acre feet based upon the prior year's production, shall be entitled to one representative. Two additional representatives of the Appropriative Pool on the Advisory Committee shall be elected at large by the remaining members of the pool. The voting power of the Appropriative Pool on the Advisory Committee shall be apportioned between the major appropriator representatives in proportion to their respective voting power in the Pool Committee. The two representatives of the remaining appropriators shall exercise equally the voting power proportional to the Pool Committee voting power of said remaining appropriators; provided, however, that if any representative fails to attend an Advisory Committee meeting, the voting power of that representative shall be allocated among the representatives of the Appropriative Pool in attendance in the same proportion as their own

1 respective voting powers.

2
3 **New Paragraph 32 to the Judgment:**

4
5 32. Authorization. Watermaster is authorized and
6 directed to cause committees of producer
7 representatives to be organized to act as Pool
8 Committees for each of the several pools created
9 under the Physical Solution. Said Pool Committees
10 shall, in turn, jointly form an Advisory Committee to
11 assist Watermaster in performance of its functions
12 under this judgment. Pool Committees shall be
13 composed as specified in the respective pooling
14 plans, and the Advisory Committee shall be
15 composed of voting representatives from each pool,
16 as designated by the repective Pool Committee in
17 accordance with each pool's pooling plan. WMWD,
18 Three Valleys Municipal Water District (Successor to
19 PVMWD) and SBVMWD shall each be entitled to one
20 non-voting representative on said Advisory
21 Committee.

SCOTT SLATER (State Bar No. 117317)

MICHAEL FIFE (State Bar No. 203025)

HATCH AND PARENT

21 East Carrillo Street

Santa Barbara, CA 93101-2782

Telephone: (805) 963-7000

Facsimile: (805) 965-4333

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

Attorneys for Chino Basin Watermaster

) CASE NO. RCV 51010

CHINO BASIN MUNICIPAL

)

WATER DISTRICT,

) Judge: Honorable J. MICHAEL GUNN

Plaintiff,

)

vs.

)

CITY OF CHINO, et al.,

) MOTION TO AMEND JUDGMENT

Defendants.

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) Date: September 28, 2000

) Time: 2:00 pm.

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I.

BACKGROUND

In 1978, judgment was entered in *Chino Basin Municipal Water District v. City of Chino*, a groundwater adjudication of the Chino Basin. This Judgment imposed a physical solution in order to halt the decline of the groundwater levels in the Basin. The Judgment also required the parties to develop an Optimum Basin Management Program ("OBMP") in order to provide a comprehensive program that would offer a long-term solution to the many issues facing the Basin. On June 29, 2000 a final OBMP for the Chino basin was submitted to the Court, and on

July 13, 2000 the Court approved the OBMP and ordered Watermaster to proceed in accordance with its terms.

In the final months prior to completion of the OBMP, the parties negotiated a Peace Agreement that resolved the issues inhibiting finalization of the OBMP. During these negotiations it was recognized that certain minor but necessary amendments would need to be made to the Judgment so that the final OBMP would be fully consistent with the Judgment. The negotiating parties consented to these modifications and they became a part of the Peace Agreement (Article IV, section 4).

In its July 13. Order approving the OBMP, the Court ordered that a hearing would be held on September 28, 2000 to, in part, hear arguments on proposed amendments to the Judgment. Part II of this brief describes Watermaster's recommended amendments to the Judgment in conformance with the Peace Agreement.

II

Proposed Amendments to the Judgment

Watermaster recommends the following amendments to the Judgment:

- (a) The Judgment shall be amended so that the last sentence of Paragraph 8 of the Judgment reads:

All overlying rights are appurtenant to the land and cannot be assigned or conveyed separate of apart therefrom for the term of the Peace Agreement except that the members of the Overlying (Non-Agricultural) Pool shall have the right to Transfer or lease their quantified production rights within the Overlying (Non-Agricultural) Pool or to Watermaster in conformance with the procedures described in the Peace Agreement between the Parties therein, dated June 29, 2000.

- (b) Paragraph 6 of Exhibit "G" to the Judgment regarding the Overlying Non- Agricultural Pool shall be amended to read:

Assignment. Rights herein decreed are appurtenant to that land and are

Only assignable with the land for overlying use thereon; provided, however, (a) that any appropriator who may, directly or indirectly, undertake to provide water service to such overlying lands may, by an appropriate agency agreement on a form approved by Watermaster, exercise said overlying right to the extent, but only to the extent necessary to provide water service to said overlying lands, and (b) the members of the pool shall have the right to Transfer or lease their quantified production rights within the pool or to Watermaster in conformance with the procedures described in the Peace Agreement between the Parties therein, dated June 29, 2000 for the term of the Peace Agreement.

(c) The 1995 Amendment to the Judgment shall be amended as follows: Section 10(b)(3)(i) shall now read:

“For the term of the Peace Agreement, in any year in which sufficient unallocated Safe Yield from the Overlying (Agricultural) Pool is available for such conversions claims, Watermaster shall allocate to each appropriator with a conversion claim, 2.0 acre-feet of unallocated Safe Yield water for each converted acre for which conversion has been approved and recorded by the Watermaster.”

Appendix 1 to the Judgment shall be construed to be consistent with this amendment. All other parts of the 1995 Amendment shall remain the same.

III

Conclusion

The Peace Agreement is a carefully constructed balance of the various interests in the Basin that has enabled the OBMP to be finalized. One part of the negotiation of the Peace Agreement was an agreement on the necessary amendments to the Judgment in order to make the Peace Agreement and the Judgment fully consistent with one another. The signatories have agreed that the amendments described above are the only *necessary* amendments in order to

achieve consistency.

Neither the signatories to the Peace Agreement nor Watermaster believe any other proposed amendments are necessary at this time and accordingly urge this Court to make only those changes necessary so that the final OBMP is consistent with the Judgment. The Judgment has created a stable institutional framework in the Chino Basin that has made the development of the OBMP possible. Changes to this framework should be made only where absolutely necessary so as to cause minimal disruption to this stability. Watermaster has determined that the amendments proposed above are the only necessary changes that need to be made consistent with the Peace Agreement.

The parties have made a monumental effort to craft a solution that will fulfill the overriding goal of managing the Chino Basin on a sustainable basis for the benefit of all. Watermaster respectfully request that the Court approve the above referenced amendments in furtherance of the physical solution.

Dated: August __, 2000.

HATCH & PARENT

By: _____

Scott S. Slater

Michael Fife

Attorneys for Chino Basin Watermaster

SUPERIOR COURT FOR THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

) CASE NO. RCV 51010 .
CHINO BASIN MUNICIPAL WATER)
DISTRICT,) ORDER CONCERNING
Plaintiff,) MOTION TO AMEND JUDGMENT
vs.)
CITY OF CHINO, et al.,)
Defendants.) Date: September 28, 2000
) Dept: 8
) Time: 2:00 p.m.
)
)
)

analysis of various provisions in the Peace Agreement that appear to be in conflict with the Judgment. Watermaster's motion recognizes some of these conflicts. However, the Special Referee's Report and Recommendation Regarding Watermaster's Motion to Amend Judgment notes several provisions in the Peace Agreement which appear to conflict with the Judgment, for which no modification is proposed. For example, Watermaster proposes to modify the amended Judgment Exhibit H conversion provisions to allow 2.0 acre-feet of unallocated Safe Yield water for each converted acre. However, no revision is proposed with respect to Appendix 1, which explains the basis for the existing 1.3 acre-feet per acre provision. Another example is the Peace Agreement provision which permits "Early Transfer" allocations of 32,800 acre-feet of water to occur annually, yet the Overlying (Agricultural) Pool is still entitled to pump 82,800 acre-feet per year without reduction. There are several other provisions of the Peace Agreement noted by the Special Referee which appear to conflict with the Judgment, for which no Judgment amendment is sought.

Order

The Court has considered the Special Referee's Report and Recommendation Regarding Motion to Amend Judgment and hereby issues its ruling accepting the Report and adopting the Recommendation of Anne Schneider.

The Court incorporates herein by reference the entirety of the Special Referee's Report and Recommendation Regarding Motion to Amend Judgment. Watermaster's Motion to Amend the Judgment is granted subject to the following: the parties are directed to file a post-hearing brief(s) clarifying their intent with respect to the Peace Agreement provisions discussed in Sections IIB through IIF in the Special Referee's Report and Recommendation Regarding Watermaster's Motion to Amend Judgment. The post-hearing brief(s) shall be submitted no later than October 26, 2000.

Dated: September 28, 2000.

s/s J. Michael Gunn

J. MICHAEL GUNN, Judge

SUPERIOR COURT FOR THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

CHINO BASIN MUNICIPAL WATER
DISTRICT,

Plaintiff,

vs.

CITY OF CHINO, et al.,

Defendants.

) CASE NO. RCV 51010

)

) ORDER CONCERNING

) MOTION TO EXTEND NINE-MEMBER

) BOARD

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) Date: September 28, 2000

) Dept: 8

) Time: 2:00 p.m.

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Background

On February 19, 1998, the Court appointed a nine-member board consisting of representatives from the Overlying (Agricultural) Pool, the Overlying (Non-agricultural) Pool, the Appropriative Pool, and three municipal water districts to serve as Interim Watermaster for the Chino Groundwater Basin (hereinafter sometimes referred to as "Basin"). Watermaster was directed to notice a hearing on or before October 28, 1999, to consider all parties' input as to the continuance of the nine-member board. The Court informed the parties that one of the measures that would be used in determining the effectiveness of the nine-member board, in functioning as a steward of the Basin,

would be the progress made on the adoption of an optimum basin management program ("OBMP") for the Basin. The OBMP was to be submitted to the Court no later than September 30, 1999, and a hearing was set on October 28, 1999, to consider whether to approve and order full implementation of the

program. The deadline for approval of the OBMP was continued several times. The Court finally approved the OBMP, consisting of the Phase I Report and Implementation Plan, subject to certain conditions precedent, on July 13, 2000.

Discussion

Extension of Appointment of Nine-member Board

On August 30, 2000, Watermaster filed a Motion to Extend the Nine-Member Board for a Full Five-Year Term. The motion requests the Court to order that the current nine-member structure of the Watermaster board continue in effect for a full five-year term. Watermaster asserts that all of the conditions precedent set forth in the Court's July 13, 2000, Order have been satisfied. However, as noted in Special Referee Anne Schneider's Report and Recommendation Concerning Motion to Extend Nine-Member Board, there are several outstanding issues that must be resolved before it can be said that all of the conditions have been satisfied. First, it is not clear that unanimous approval of the Peace Agreement regarding the Chino Groundwater Basin, dated June 29, 2000, hereinafter "Peace Agreement," has been obtained. Western Municipal Water District's "ratification" of the Peace Agreement was conditional. Watermaster reports the need for further negotiations related to the purchase of desalted water. Second, Watermaster states that the California Legislature has appropriated \$235,000,000 for the benefit of the Santa Ana Watershed Project Authority ("SAWPA") and allocated this sum to the state Water Resources Control Board ("SWRCB") for distribution. Watermaster further states that SAWPA has submitted an application to SWRCB for distribution of these funds, including \$56,000,000 to be used to fund the Chino II desalter and an expansion of the Chino I desalter. However, Watermaster has not explained how the \$121,000,000 condition precedent is satisfied when only \$56,000,000 of the funds allocated to SAWPA are to be used for the Chino Basin desalter project. Third, while Watermaster has submitted a schedule and process for submission to the Court of detailed periodic reports regarding compliance with the Implementation Plan for the OBMP, the schedule has

some omissions. For example, Program Elements 3 and 5, which encompass the desalter project, are not included in the schedule.

It must be noted that the City of Chino has filed an Opposition to Motion to Extend the Nine-Member Board for a Full Five-Year Term. Although it supports the continuation of the current nine-member board structure, the City of Chino asserts that Court guidance is needed with respect to the establishment of "criteria, procedures and schedules for the rotation of Appropriative Pool members" serving on the nine-member board. Watermaster responds that several groups must determine a procedure for rotation: Overlying (Agricultural) Pool, Overlying (Non-agricultural) Pool, and the three municipal districts that hold seats on the board and the Appropriative Pool. Watermaster is hopeful that a complete consensus will emerge prior to October 31, 2000, and requests the Court to allow the consensus-building process to continue and give the parties until October 31, 2000, to resolve their differences. An inability to reach consensus on the rotation issue is of considerable concern to the Court. The Court is unwilling to extend the appointment of the board unless and until the rotation Issue is resolved.

Periodic Reporting Requirements

In the exercise of its continuing jurisdiction, the Court shall require periodic progress reports regarding implementation of the OBMP to ensure that the Watermaster is performing its independent function and keeping to the schedule adopted for OBMP implementation. The Court adopts the following schedule for

OBMP reporting:

Report No. 1	March 31, 2001
Report No. 2	September 30, 2001
Report No. 3	March 31, 2002

Report No. 4	September 30, 2002
Report No. 5	March 31, 2003
Report No. 6	September 30, 2003
Report No. 7	March 31, 2004
Report No. 8	September 30, 2004
Report No. 9	March 31, 2005
Report No. 10	September 30, 2005

Report No. 10 coincides with the end of the appointment of the Nine-Member Board. The OBMP progress reports, together with independent assessment of OBMP implementation status, including verification of data to be provided by the Special Referee and her technical expert, will be the basis for consideration of continuing the appointment. The Court may schedule hearings to coincide with some or all of these reports. Alternatively, the Court may, from time to time, direct the Special Referee to conduct a workshop in lieu of a court hearing. The reports should follow the format prescribed in Special Referee Anne Schneider's Report and Recommendation Concerning Motion to Extend Nine Member Board.

Future Desalters

The Court wants to particularly note that the Peace Agreement predicates any future desalting capacity on a reevaluation of the need for additional desalting after the earlier of ten years or the conversion of 20,000 acres of agricultural land. The Court is mindful that while the parties to the Peace Agreement contemplate the construction of future desalters and/or expansion of Chino I and/or Chino II

Desalters, there are no provisions in the Peace Agreement that effectively ensure that they will be built. In effect, future desalters (and any expansions of the Chino I and II Desalters) will be built "if and only if" funding from sources other than the Parties can be secured. The OBMP (Phase I Report and Phase II Implementation Plan) calls for some 40,000 acre-feet per year of desalting capacity to be installed in the southern part of the Basin by 2020. The Court hereby gives notice to the parties that a primary concern of the Court in any future application for reappointment of the nine-member board will be the parties' continued commitment to provide for future desalters and preserve safe yield in accordance with the OBMP.

Order

Watermaster seeks an order continuing the current nine-member structure of the Watermaster Board in effect for a full five-year term and authorizing it to perform all managerial and administrative functions as specified in the Judgment, including the execution of all administrative and employment contracts. Watermaster states that it will propose a schedule for rotation of its board members no later than October 31, 2000.

The Court is not inclined to extend unconditionally the reappointment of the nine-member board until both the rotation and the Western Municipal Water District issues have been resolved. Therefore, the appointment shall be made subject to certain conditions. The failure of any one of these conditions shall be considered by the Court as a compelling reason to reconsider the appointment of the nine member board. Therefore, subject to the continuing jurisdiction of the Court and satisfaction of conditions numbers 1 - 5 below, the Court hereby issues its order:

The Court has considered the Special Referee's Report and Recommendation Concerning Motion to Extend Nine-Member Board and hereby issues its ruling accepting the Report and adopting the Recommendation of Anne Schneider, except to the extent that it recommends continuation of the appointment for only three years. The Court incorporates herein by reference the entirety of the Special Referee's Report and Recommendation Concerning the Motion to Extend Nine-Member Board. The nine-member board is hereby appointed for an additional five-year term, until September 30, 2005, subject to the continuing jurisdiction of the Court to reconsider the appointment in the event Watermaster fails to timely comply with the following conditions:

1. Watermaster's report on the status of its efforts to resolve the terms and conditions applicable to the purchase of desalted water and to secure a rescission of Western Municipal Water District's conditional execution of the Peace Agreement no later than December 31, 2000; and
2. Watermaster adoption and Court approval of Revised Rules and Regulations for Chino Basin by February 1, 2001; and
3. Submission of Reports Nos. 1 through 10 in accordance with the schedule set forth in the discussion above; and
4. Inclusion in such reports of schedule and budget information essentially in a form equivalent to Exhibit "E" and Table 4-14 of the Phase I Report; and
5. Watermaster cooperation in the independent assessment and verification of the data

included in Reports No. 1 through 10 to be provided to the Court by the Special Referee and her technical expert.

The parties are forewarned that any future application for reappointment of the nine-member board may be conditioned on the development of a detailed plan to reach the OBMP goal of 40,000 acre-feet per year of desalting capacity to be installed in southern part of the Basin by 2020.

Dated: September 28, 2000.

s/s J. Michael Gunn

J. MICHAEL GUNN, Judge

SCOTT SLATER (State Bar No. 117317)

MICHAEL FIFE (State Bar No. 203025)

HATCH AND PARENT

21 East Carrillo Street

Santa Barbara, CA 93101-2782

Telephone: (805) 963-7000

Facsimile: (805) 965-4333

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO
~~Attorneys for Chino Basin Water Master~~

) CASE NO. RCV 51010

CHINO BASIN MUNICIPAL

)

WATER DISTRICT,

)

Plaintiff,

)

vs.

)

CITY OF CHINO, et al.,

) NOTICE OF ENTRY OF ORDER

Defendants.

) CONCERNING MOTION TO

) EXTEND NINE-MEMBER BOARD

) AND ORDER CONCERNING

) MOTION TO AMEND JUDGMENT

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TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD;

Please take notice that on September 28, 2000, the Court entered its Order Concerning Motion to Extend Nine-Member Board and Order Concerning Motion to Amend Judgment. A true and correct copy of these Orders are attached hereto and made a part hereof by this reference.

The Court also provided guidance on the factors that it will consider when deciding to reappoint the Nine-Member Watermaster Board in 2005. These factors are:

- (1) All production meters will be installed;
- (2) Basin Monitoring will be completely in place and will have been the basis for semi-annual reports specified in the Order;

- (3) The Recharge Master Plan will be complete and appropriate recharge facilities will have been installed;
- (4) The OBMP Desalter I Expansion and Desalter II will be installed and operational, with demonstrated delivery of desalter water for municipal use in the Basin.

In addition, the Court wishes to schedule a hearing on February 1, 2001 at 2:00 pm. The purpose of the hearing will be to:

- (1) Approve the Revised Rules and Regulations for the Chino Basin;
- (2) Approve the post-Order memorandum which will be filed on October 26, 2000;
- (3) Receive a report on the status Western Municipal Water District's recission of its conditional execution of the Peace Agreement; and
- (4) Receive Watermaster's Annual Report.

The Revised Rules and Regulations for the Chino Basin should be submitted to the Court by December 31, 2000.

Dated: September 28, 2000

HATCH & PARENT

By: s/s Michael Fife

Michael Fife

Attorneys for Chino Basin Watermaster

APPENDIX 1

To Chino Basin Watermaster Amendment Regarding Land Use Conversions

The purpose of the amendment is to simplify the methodology and procedure for land use conversions under the 1978 Judgment. The basic nature of the commitment undertaken by the parties who negotiated the Judgment is not intended to be changed. The methodology used to develop the recommended 2.0¹ per acre (af/ac) conversion factor can best be described as a gross water duty method. Essentially, the total water use was divided by the total acreage remaining to be converted to develop the gross average water use per acre.

At the Land Use Conversion Workshop held on January 10, 1995, there was a consensus among the parties to the Judgment that the large agricultural acreage within the purveyor service areas must still be converted. To depict the large southern area remaining to be converted, Watermaster staff proposed the establishment of Conversion Area No. 1 (see attached map). This area can generally be described as the area that is south of the 60 Freeway, outside the current city boundaries of Chino, Chino Hills and Ontario and for the most part, the portion of Jurupa Community Services District (JCSD) that is west of Etiwanda. The southernmost boundary of the area is taken as the Army Corps of Engineers' Prado Basin take line, unless a specific agricultural well exists inside the take line. To obtain the acreage for Conversion Area No. 1, the Santa Ana Watershed Project Authority (SAWPA), used its Geographic Information System (GIS) and determined the total acreage shown in Conversion Area No. 1 to be approximately 27,133 acres.

Also at the January 10 Land Use Conversion Workshop, the appropriators were asked to submit the proposed remaining convertible acreage inside their established service areas. Submissions of the parcels proposed as eligible for conversion, both inside and outside Conversion area No. 1 began arriving in early March 1995, and were received as late as June 29, 1995. Watermaster staff worked with each appropriator to identify the proposed acreage by assessor's parcel number. The lists of parcels and the approximate acreage of each parcel, by appropriator, are included with Appendix 1 as Tables 2A - 2G for reference. The maps corresponding to these lists are on file with the Watermaster. The eligibility of most of the parcels submitted has been determined; however, the specific eligibility of some parcels is still in question. The eligibility criteria utilized by staff requires that the land:

1. has not been receiving water provided by an appropriator;
2. was not already included in the establishment of the appropriator's production rights; and
3. has been used for irrigated agriculture within the last five years if it is located outside Conversion Area No. 1

¹ Amended from 1.3 af/ac by Order dated September 28, 2000.

The appropriators were also asked which parcels they were proposing to convert for the production year 1994/95. The parcels proposed for conversion in FY 94/95 are included with Appendix 1 as Tables 3A - 3C. Any parcels converted for production year 1994/95 will affect the assessments and available unallocated safe yield from that production year in fiscal year 1995/96. Table 1 is a summary of the total acreage submitted by each appropriator as being eligible for conversion and of the acreage requested by that appropriator for conversion in FY 94/95, if any. Staff has evaluated the parcels requested for conversion in FY 94/95 and finds that all of those requested, or a total of 2, 185 acres, are eligible for conversion based on the above criteria.

When the 27,133 acres in Conversion Area No. 1 is added to the 5,209 acres (Table 1) proposed for conversion that is outside Conversion Area No. 1, there is a total of 32,343 acres remaining to be converted in the Chino Basin.

The 1978 agricultural water use was 84,095 acre-feet. When this is divided by the 32,343 acres, it results in a use of 2.6 af/ac. The value is still approximately 2.6 af/ac if the average annual post-judgment allocation of 82,800 af is divided and all acres were able to be converted as currently prescribed in the judgment, 50% of this per acre use would be allocated to an appropriator, and the appropriator would receive 1.3 acre-feet per acre. This would be a maximum use per acre. In 1994, the agricultural water use was reported as 44,092 acre-feet per acre. If this use is divided by the 32, 343 acres, it results in a present average use of 1.36 acre-feet per acre.

There was a consensus at the workshops and at the pool committee meetings that many of the conversions that potentially could have taken place since 1978, were not submitted by the appropriators. This is probably because of a lack of the right type of information to make the appropriate use-per-parcel determinations and because of the time and money that would be required if they were pursued extensively. Because of this, there was a consensus that the 1.3 af/ac conversion water use determinations were based only on 50% of the current average use.

Watermaster staff anticipates that each appropriator with remaining convertible acreage will request conversion on that acreage each year that they undertake to serve the land. If the service is anticipated to be permanent, they can request permanent conversion. For the acreage outside Conversion Area No. 1, the above criteria will be applied annually to make an eligibility determination. Also, an appropriator will be required to certify that the land is not currently using water that is being reported as agricultural pool production and Watermaster staff will field verify that agricultural activities have ceased, or that the appropriator is actually satisfying the agricultural use.

Chino Basin Watermaster Unconverted Acreage

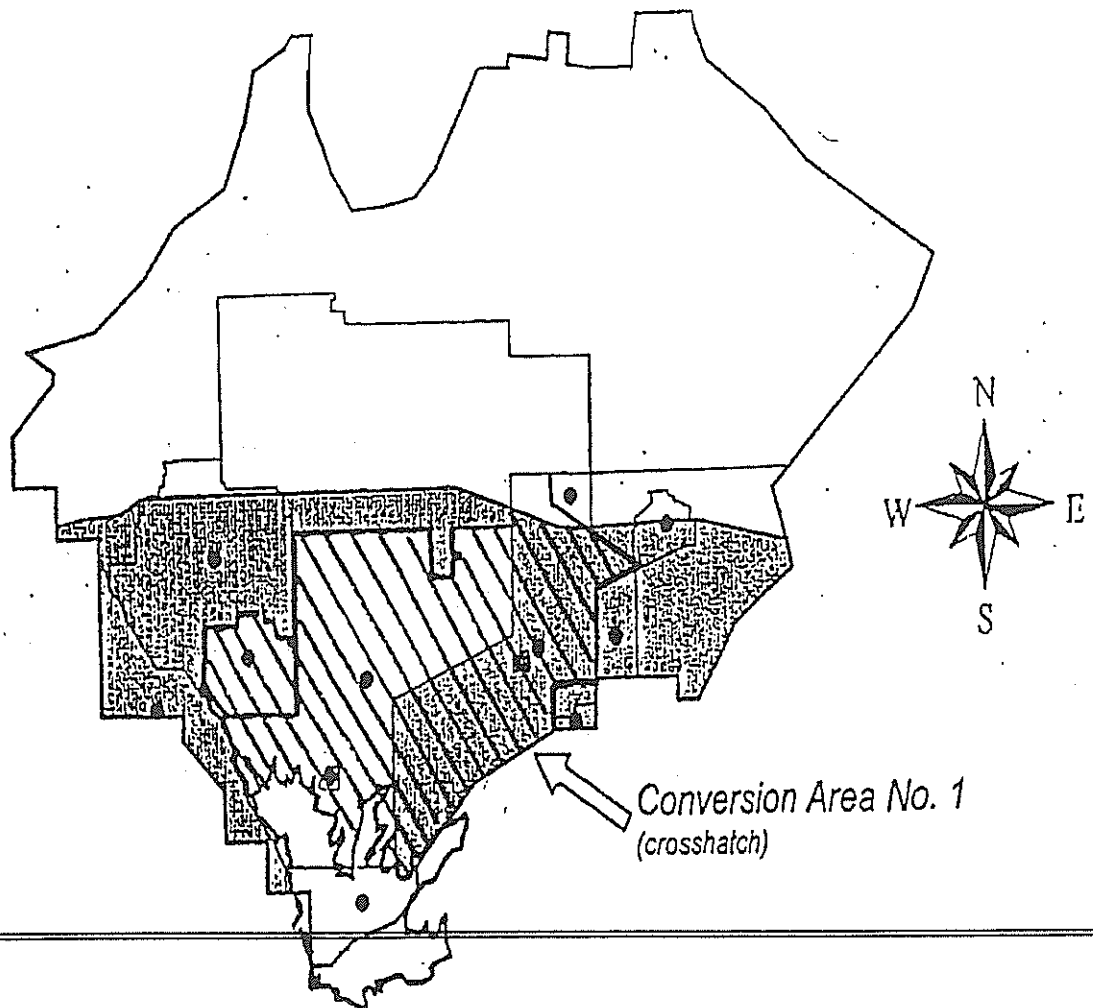


TABLE 1

Chino Basin Watermaster
Proposed Conversion Acres
Revised August 3, 1995

Appropriator	Outside Conversion Area #1		Inside Conversion Area #1	Total FY 94/95 Acres Proposed
	<i>Total Acres Submitted</i>	<i>Acres Proposed FY 94/95</i>	<i>Acres Proposed FY 94/95</i>	
Chino, City of	1923	519	0	519
Chino Hills, City of	1053	0	0	0
Cucamonga CWD	460	0	0	0
Fontana WC	417	0	0	0
Jurupa CSD	835	327	758	1085
Monte Vista WD	43	0	0	0
Ontario, City of	544	544	37	581
Total	5209	1390	795	2185

Chino
AGRICULTURAL LAND - WATER SUPPLY STUDY
OUTSIDE CONVERSION AREA NO. 1 LIST B

Property No	Acreage	ADDRESS N/S - E/W	APN	GENERAL NOTES
1	11	4800/12150	1016-121-4,5,6,7,8	ROSES RESIDENCE ON CITY WATER
2	16	4700/12200	1016-131-1,2,3	ROSES CROP ACREAGE SUPPLIED BY PVT WELL ON No.2
3	10	5350/11750	1014-381-1,2,3,4	BERRY
4	21	5600/12400	1015-261-2,3	TRUCK FARMING MISCELLANEOUS VEGETABLES
			1015-253-9	
5	6	5400/12450	1015-281-21	BERRY
6	7	4000/13000	1019-071-20,21	CHRISTMAS TREE GROWER
			1019-081-2,11	
7	38	4800/13250	1019-191-1,2,5	RANCHING DOMESTIC SERVICE ONLY - OTHER USES WELL
			1019-201-1,3	
8	10	3600/13650	1019-611-28,39,40	RANCHING DOMESTIC SERVICE ONLY UNDER DEVELOPMENT
			1019-611-41,42,43,49	
9	21	3700/13750	1022-041-4	LANDSCAPE NURSERY
			1022-05-3,4	
10	31	3900/14000	1022-031-2	GREEN FEED
			1022-26-4	
			1022-27-4	
			1022-082-1,2,8,9,10	
11	58	4000/14200	1022-38-3	GREEN FEED
			1022-39-4	
			1022-40-3	
			1022-58-2	
12	54	4150/13900	1022-10-5,6,7,8	DAIRY
			1022-24-3	
13	142	4300/14300	1022-42-6,7,8	GREEN FEED
			1022-41-5	
			1022-58-2	
			1022-53-11,12,13	
			1022-431-8	
			1022-441-8	
			1022-541-3	
14	18	4200/14550	1022-55-3	GREEN FEED
			1025-10-5,7,8,9	
15	51	4350/14700	1025-09-1	GREEN FEED
			1025-12-1,2,5,6,7	
			1025-21-8,9,12 thru 23	
16	40	4800/14400	1022-50-1,2,3	DAIRY DOMESTIC SERVICE ONLY
			1022-49-1,3,4	
17	320	4900/14700	1025-13-1 thru 6	DAIRY & FARMING GREEN FEED
			1025-20-5,6	
			1025-19-6,7	
			1025-15-1 thru 8	
			1021-471-3,4,6,8	
			1021-461-2,3,4,6,7,8	
			1021-481-1,2,3	
			1024-491-1,2	
			1021-511-1,2,3	
			1021-501-1,2	
			1021-521-1,2,3,4	
			1021-531-1,2	
18	70	5300/15400	1028-201-13,17	DOMESTIC SERVICE ONLY
			1028-511-1 thru 20	
			1028-501-1 thru 25	
			1028-491-1 thru 9	
19	10	6200/12800	1015-511-27	BERRY
20	29	6200/13000	1020-131-1,2	BERRY
			1020-121-21,24	
21	18	6000/14050	1021-291-1,2	GREEN FEED
22	38	6200/14000	1021-261-1,2,3,4	RANCHING DOMESTIC SERVICE ONLY
			1021-231-2	
			1021-101-2,3,4	
23	26	6400/13900	1021-251-1,20	DAIRY
			1021-241-2,3	
24	17	6850/12850	1051-502-31	CORN/BERRY
			1051-631-2	

Chino
AGRICULTURAL LAND - WATER SUPPLY STUDY
OUTSIDE CONVERSION AREA NO. 1.- LIST B

Property No	Acreage	ADDRESS N/S - E/W	APN	GENERAL NOTES
25	11	6800/13200	1052-301-1,3,4	DAIRY
26	64	6600/13500	1052-331-1,2,3 1052-341-1,2,3,4	DAIRY
			1052-631-1,2,3	
27	28	6800/13500	1052-611-1,2 1052-601-2	GREEN FEED
28	15	6800/13900	1053-261-3,4,41,71 1053-231-4,31	GREEN FEED
29	39.5	6600/13900	1053-251-1,2,3,4 1053-241-68	NURSERY
			1053-011-2 thru 5	
30	99	5700/14150	1021-351-1,2 1021-321-1,2 1021-311-1,2 1021-281-1 1026-011-1	AYALA PARK
31	80	6800/14300	1053-621-1,2 1053-491-1 thru 11,13,14,17 1053-461-1,2,3 1053-451-1,2	DAIRY
32	61	6950/13100	1052-051-1 thru 18 1052-051-20 thru 25	DOMESTIC SERVICE ONLY
33	61	6950/13500	1052-361-1,2,3,4 1052-371-1,2,3 1052-591-1,2 1052-581-1,2	DAIRY
34	61	6950/13900	1053-051-3,4 1053-061-3,4 1053-221-1,2 1053-271-1 thru 8	DAIRY
35	61	6950/14300	1053-441-1 thru 9,12,13 1053-431-1,2 1053-501-1,2,3,4 1053-611-1,2,3	DAIRY
36	10	5250/11550	1014-301-3,4,5	NURSERY & CHRISTMAS TREES
37	20	5350/11600	1014-271-1 1014-281-4	NURSERY & CHRISTMAS TREES
40	32	4400/13000	1019-111-27 thru 73 1019-122-1 thru 48 1019-123-1 thru 54	RECENTLY CONVERTED BERRY FARMING TO RESIDENTIAL
41	30	4600/13500	1019-441-3,4 1019-511-6,7 1019-501-1	RANCHING
42	10	5250/14150	1021-361-21,22	NURSERY
43	18	5350/13600	1020-571-3,4,6 1020-461-1,2,3	BERRY
44	80	5600/13900	1021-041-1 thru 4,6,9 1021-131-1,2 1021-201-1,2 1021-331-1 1021-301-1	DAIRY DOMESTIC SERVICE ONLY - OTHER USES WELL
45	10	5950/13750	1021-061-1,2	DAIRY
46	5	6450-13350	1021-381-5	BERRY
TOTAL	1857.5			

THE CITY OF CHINO HILLS
PROPOSED PARCELS FOR
LAND USE CONVERSION

THE CITY OF CHINO HILLS
PUBLIC WORKS DEPARTMENT
GEOGRAPHIC INFORMATION SYSTEM
101 GRAND AVENUE
CHINO HILLS CA 91711
(909)

ID	APN	OWNER	ACREAGE
1	1022-291-09	Boys Republic	4.63
2	1022-291-10	Boys Republic	44.49
3	1022-291-05	Boys Republic	2.32
4	1022-591-02	Boys Republic	28.46
5	1022-291-08	Boys Republic	118.04
6	1025-461-01	De Groot	8.92
7	1025-461-02	De Groot	2.01
8	1025-461-03	De Groot	7.12
9	1025-481-02	De Groot	8.23
10	1025-471-04	De Groot	4.12
11	1025-471-03	De Groot	1.72
12	1025-481-01	De Groot	9.62
13	1025-511-01	De Groot	6.66
14	1025-471-01	City of Chino Hills	6.38
15	1025-471-02	Greening	1.00
16	1025-561-04	Greening	47.24
17	1028-471-01	Greening	66.82
18	1028-351-01	Kramer	1.54
20	1028-351-13	Higgins	4.04
21	1028-351-23	Higgins	38.24
22	1028-351-11	Higgins	7.64
23	1028-201-03	Von Lusk	1.91
24	1028-201-02	Von Lusk	77.57
25	1028-201-74	Von Lusk	54.77
26	1028-201-75	Von Lusk	37.57
27	1028-351-07	Bahan	28.27
28	1017-231-21	Amato	1.79
29	1017-231-22	Trapani	5.65
30	1017-241-14	Richland Pinehurst LP	82.37
31	1017-491-01	Richland Pinehurst LP	78.63
32	1027-492-01	Richland Pinehurst LP	43.31
33	1027-121-07	Richland Pinehurst LP	15.94
34	1057-261-06	Abacherli	128.26
35	1057-261-05	Abercherli	10.00
36	1021-561-01	Van Klavern	13.62
	1021-591-01	Van Klavern	9.50
	1021-591-03	Van Klavern	11.60
	1021-601-04	Van Klavern	8.28
	1021-601-01	Van Klavern	9.16
37	1028-351-16	Higgins	2.60
38	1028-351-14	Higgins	11.21
39	1028-351-18	Weeda	12.16
TOTAL:			1053.40

CONVERSION

CUCAMONGA COUNTY WATER DISTRICT
 West gate specific plan property west of Cherry

APN	Acreage
226-112-08	7.07
228-012-05	108.62
06	7.54
00 (adjacent to Cherry)	110.00 (estimated)
228-092-03	37.36
14	9.61
15	9.61
16	9.61
17	7.57
20	11.54
19	9.73
22	25.40
228-091-12	18.68
24	5.43
25	9.00
28	35.51
07	38.00 (estimated)
Totals	460.28

APN maps attached

CONVERSION

FONTANA WATER COMPANY
 West gate specific plan property east of Cherry

APN	Acreage
228-021-28	142.35
27	8.50
226-121-21	12.50
18	137.83
226-091-46	45.78
62	70.04
Total	417.00

Jurupa Community Services District
LAND CONVERSION REQUESTS FY 94-95
OUTSIDE OF CONVERSION AREA NO. 1

PARCEL NUMBER	PARCEL ADDRESS	NUMBER OF ACRES	MAP NO	LOT NO
156020026	12400 PHILADELPHIA	10.25	A	1
156020027	12350 PHILADELPHIA	15.41	A	2
156020030		8.79	A	3
156160018	3791 DE FOREST	10.75	B	1
156160035	3065 DULLES	5.21	B	2
156160036	3058 DULLES	9.42	B	3
156160037		7.31	B	4
156160038		5.03	B	5
156160039	3178 DULLES	5.11	B	6
156160046	3431 DE FOREST	5.10	B	7
156160058		2.45	B	8
156160059		1.60	B	9
156160060		0.19	B	10
156160061		0.22	B	11
156160065	3450 DULLES	5.50	B	12
156160066	3204 DE FOREST	5.20	B	13
156160067		5.37	B	14
156160068		5.00	B	15
156160069	3384 DE FOREST	5.00	B	16
156160070		5.21	B	17
156160071	3725 NOBEL	7.88	B	18
156160072		3.55	B	19
156160073	3444 DE FOREST	1.20	B	20
156160074	3590 DE FOREST	10.66	B	21
156160080		5.16	B	22
156160081		6.25	B	23
156160082	10885 INLAND	11.43	B	24
156160084	10980 INLAND	2.51	B	25
156160087	3305 DULLES	20.47	B	26
156160088	3305 DULLES	44.37	B	27
156160089	3305 DULLES	8.40	B	28
156160095	3038 DEERE	12.94	B	29
156160096	3371 DE FOREST	25.03	B	30
156160097		23.97	B	31
183030007	7545 JURUPA	9.90	C	3
183030008	7585 JURUPA	1.99	C	2
183030033	7491 JURUPA	5.69	C	1
183080010	7371 JURUPA	7.55	D	1
	TOTAL ACRES	327.07		

Jurupa Community Services District
LAND CONVERSION REQUESTS FY 95-96
AFTER WATERMASTER VERIFICATION

PARCEL NUMBER	PARCEL ADDRESS	NUMBER OF ACRES	MAP NO	LOT NO
162200006	9894 60TH	5.00	A	1
162200007	60TH	5.00	A	2
162200008	LIMONITE	5.00	A	3
162200009	LIMONITE	4.95	A	4
162200010	9951 LIMONITE	9.65	A	5
162210011	10001 LIMONITE	9.76	A	6
162210001	9709 60TH	5.00	B	1
162210002	6067 BEACH	5.00	B	2
162210003	LIMONITE	5.00	B	3
162210004	LIMONITE	5.00	B	4
165050001	8618 54TH	2.50	C	1
165050002	8646 54TH	2.50	C	2
165050005	5424 PEDLEY	5.00	C	3
165050006	5494 PEDLEY	5.00	C	4
165060001	5419 PEDLEY	5.00	D	1
165060002	5455 PEDLEY	2.86	D	2
165060003	5489 PEDLEY	2.86	D	3
165060013	5511 PEDLEY	3.01	D	4
165080003	5723 PEDLEY	3.25	E	1
165080004	5733 PEDLEY	3.25	E	2
165080005	5793 PEDLEY	7.00	E	3
165080007	5760 PEDLEY	3.00	E	4
165080009	8705 58TH	5.00	E	5
165080010	8695 58TH	2.39	E	6
165080012	8696 56TH	5.00	E	7
165091015	5685 PEDLEY	3.85	F	1
165092004	5690 5685	1.82	F	2
165140008	5935 5685	5.89	G	1
165140029	5831 5685	4.50	G	2
165140030	5853 5685	2.16	G	3
165160001	8626 58TH	3.82	H	1
165160002	8662 58TH	2.50	H	2
165160003	8710 58TH	2.50	H	3
166030025	8238 JURUPA	9.22	I	1
166030023	4800 STONE	14.52	I	2
166030011	4992 STONE	4.63	I	3
166050008	4695 TYROLITE	3.36	J	1
166060005	4911 TYROLITE	8.93	K	1
166060006	4799 TYROLITE	6.19	K	2
166070001	5040 AGATE	4.85	L	1
166070030	5070 AGATE	2.33	L	2
166070009	5025 STONE	2.69	L	3
166070011	5065 STONE	3.63	L	4
166090001	5289 STONE	9.82	M	1
166090002	5250 STONE	5.28	M	2
166090004	5256 AGATE	12.88	M	3
166090023	8440 54TH	2.26	M	4
166090026	5340 AGATE	4.67	M	5
166190017	8600 58TH	10.00	N	1
167020002	GALENA	33.71	O	1

Jurupa Community Services District
LAND USE CONVERSION REQUESTS FY 95-96
AFTER WATERMASTER VERIFICATION

PARCEL NUMBER	PARCEL ADDRESS	NUMBER OF ACRES	MAP NO	LOT NO
167020006	GALENA	9.70	O	2
167020007	GALENA	29.20	O	3
167020008	GALENA	33.70	O	4
167110008	9440 GALENA	10.93	P	1
167160042	4777 FELSPAR	9.37	Q	1
169070006	8705 MISSION	2.57	R	1
169210008	8721 GALENA	1.40	S	1
169270018	4930 AGATE	4.71	T	1
169280020	4945 PEDLEY	2.45	U	1
169280022	8864 PEDLEY	2.71	U	2
169290011	5015 PEDLEY	5.00	V	1
169290020	5071 PEDLEY	4.77	V	2
169290021	5151 PEDLEY	4.77	V	3
169300003	5339 PEDLEY	7.50	W	1
169300005	5355 PEDLEY	8.35	W	2
169300007	5335 PEDLEY	2.39	W	3
169300008	5261 PEDLEY	2.39	W	4
169300009	5235 PEDLEY	2.39	W	5
169300010	5205 PEDLEY	2.38	W	6
169310002	5074 PEDLEY	3.01	X	1
169310003	5071 AGATE	2.72	X	2
169310026	5329 AGATE	2.48	X	3
169310028	5271 AGATE	2.48	X	4
170310041	9200 MISSION	4.14	X	1
171040027	3851 PYRITE	15.41	Y	1
171050013	4100 AGATE	7.69	Z	1
171090011	8531 MISSION	3.22	AA	1
171190004	7868 MISSION	10.96	BB	1
171220002	7837 GALENA	9.64	CC	1
173160020	9150 GRANITE HILL	4.03	DD	1
173160024	8931 GRANITE HILL	2.06	DD	2
173160032	8951 HIGHWAY	4.13	DD	3
183030014	7586 JURUPA	6.92	EE	1
TOTAL ACRES		508.56		

Monte Vista Water District
P.O. Box 71
Montclair, CA 91763-0071

Proposed Conversion Acres
Submitted by Gil Martinez, August 2, 1995

Property No.	Approximate Acreage	APN (Lot No.)
A	4.3	1013-131-15,17,19
A1	2.4	1013-131-15,17,19 (Lot 1 & 6)
C	8.0	1013-171-1 thru 5
E	9.6	1013-271-1
		1013-531-5
G	9.0	1013-291- 6 & 7
I	10.0	1013-521-4 (Lot 1)
N	.5	1016-101-1
	<hr/> 43.66	

Prepared by J.R. Theirl
August 14, 1995
Based on information provided by Gil Martinez of MVWD on August 2, 1995.

City of Ontario
Existing Agricultural Uses
Exhibit A

Identification	APN	Address	Acreage
1	11335102	1348 S GROVE AV	11.500
2	11336103	1550 S PARCO AV	7.231
3	11336104	1460 S PARCO AV	0.904
4	11336105	1442 S PARCO AV	0.454
5	11336106	1436 S PARCO AV	0.232
6	11336107	1410 S PARCO AV	5.518
7	11336116	1551 S GROVE AV	12.255
8	11336118	1405 S GROVE AV	11.642
9	11341421	1704 S VINEYARD AV	3.677
10	11343105	1160 S MILDRED AV	51.026
11	11351208	O E AIRPORT--OIA	8.524
12	11351210	O E AIRPORT --OIA	7.400
13	21019210	572 N TURNER AV	22.343
14	21121104	3000 E JURUPA ST	20.039
15	21121109	1200 S ARCHIBALD AV	19.395
16	21121111	2900 E JURUPA ST	65.765
17	21131203	O E MISSION BL	4.020
18	21131204	O E MISSION BL	2.022
19	21134101	O S SEAGULL AV	0.615
20	21134102	O E JURUPA ST	0.782
21	21134103	O E JURUPA ST	0.534
22	21134104	O E JURUPA ST	0.530
23	21134105	O E JURUPA ST	0.532
24	21134106	O S AVIATION DR	0.786
25	21134107	O S AVIATION DR	1.016
26	21808103	2300 S MILLIKEN AV	46.266
27	21808105	O E MISSION BL	0.263
28	21808108	O E MISSION BL	49.657
61	21809124	O S MILLIKEN AV	15.280
29	23801131	1000 N ROCHESTER AV	2.270
30	23801219	O E INLAND EMPIRE BL	10.664
31	23801223	O E FOURTH ST	13.856
32	23808140	O S WINEVILLE AV	2.655
33	23824110	5010 E AIRPORT DR	0.000
34	101120109	1241 W STATE ST	0.000
35	101120110	1211 W STATE ST	2.434
36	101120111	520 S MAGNOLIA AV	2.409
37	101122102	616 OAKS AV	0.000
38	101142109	O S ELDERBERRY AV	0.942
39	101142111	O S ELDERBERRY AV	1.942
40	101152112	O S ELDERBERRY AV	1.005
41	101153103	O S BENSON AV	2.566
42	101153104	O S BENSON AV	1.860
43	101143105	O S BENSON AV	4.781
44	101412103	O S OAKS AV	0.063
45	101412104	O S OAKS AV	1.705
46	101421112	1320 W FRANCIS ST	7.281
47	104921105	720 E SUNKIST ST	0.000
48	104930105	752 W PARK ST	2.668
49	104930106	720 W PARKS ST	2.685
50	104942104	1310 S CUCAMONGA AV	4.694
51	104950102	1125 S SULTANA AV	0.207

City of Ontario
Existing Agricultural Uses
Exhibit A

Identification	APN	Address	Acreage
52	105013102	1518 S CUCAMONGA AV	0.000
53	105013103	1558 S CUCAMONGA AV	6.028
53	105016103	1556 S GRPVE AV	0.000
55	105017102	1642 S GROVE AV	9.563
56	105018103	1743 S CUCAMONGA AV	8.970
57	105020101	1687 S BON VIEW AV	9.547
58	105036108	1844 S FERN AV	0.000
59	105045104	1921 S BON VIEW AV	4.740
60	105046109	1056 E FRANCIS ST	9.064
61	011340102	1533 S PARCO AVE	29.000
62	101121106	1300 W MISSION BLVD	1.000
63	101138204	1055 W MISSION BLVD	1.000
64	101446205	1951 S PALMETTO AVE	1.000
65	105115103	1256 E PHILADELPHIA ST	6.000
66	105157177	NW CORNER GROVE AVE & RIVERSIDE DR	1.000
67	104947204	CAMPUS (N OF FRANCIS, S OF PHILLIPS)	6.000
68	011008107	1633 E HOLT BLVD	5.000
69	105144103	NW CORNER EUCLID AVE & RIVERSIDE DR	10.000
Total			544 Acres

City of Chino
CHINO BASIN LAND USE CONVERSION
PARCELS TO BE CONVERTED IN FY 94/95

PROPERTY No.	ACREAGE	ADDRESS N/S - E/S	APN	GENERAL NOTES
8	10	3600/13650	1019-611-28,39,40	IRRIGATED LANDSCAPE/UNDER DEVELOPMENT
			1019-611-41,42,43,49	
10	31	3900/14000	1022-031-2	ENTERTAINMENT COMPLEX
			1022-26-4	
			1022-27-4	
			1022-082-1,2,8,9,10	
13	142	4300/14300	1022-42-6,7,8	COMM/IND - WAREHOUSE
			1022-41-5	
			1022-56-2	
			1022-53-11,12,13	
			1022-431-8	
			1022-441-8	
			1022-541-3	
18	70	5300-15400	1028-201-13,17	COMM/IND (MISSION LAUNDRY)
			1028-511-1 thru 20	
			1028-501-1 thru 25	
			1028-491-1 thru 9	
23	26	6400/13900	1021-251-1,20	RESIDENTIAL DEVELOPMENT/COMMERCIAL PARK
			1021-241-2,3	
29	39.5	6600/13900	1053-251-1,2,3,4	RESIDENTIAL DEVELOPMENT
			1053-241-68	
			1053-011-2 thru 5	
30	99	5700/14150	1021-351-1,2	AYALA PARK
			1021-321-1,2	
			1021-311-1,2	
			1021-281-1	
			1026-011-1	
32	61	6950/13100	1052-051-1 thru 18	DOMESTIC SERVICE ONLY/RESIDENTIAL
			1052-051-20 thru 25	
*	41	3950/13900	1022-082-1 thru 11	COMMERCIAL DEVELOPMENT
			1022-251-3 thru 14	
TOTAL	519.5			

* acreage above property number 11 (MAJESTIC SPECTRUM POWER CENTER)

Jurupa Community Services District
LAND CONVERSION REQUESTS FY 94-95
OUTSIDE OF CONVERSION AREA NO. 1

PARCEL NUMBER	PARCEL ADDRESS	NUMBER OF ACRES	MAP NO	LOT NO
156020026	12400 PHILADELPHIA	10.25	A	1
156020027	12350 PHILADELPHIA	15.41	A	2
156020030		8.79	A	3
156160018	3791 DE FOREST	10.75	B	1
156160035	3065 DULLES	5.21	B	2
156160036	3058 DULLES	9.42	B	3
156160037		7.31	B	4
156160038		5.03	B	5
156160039	3178 DULLES	5.11	B	6
156160046	3431 DE FOREST	5.10	B	7
156160058		2.45	B	8
156160059		1.60	B	9
156160060		0.19	B	10
156160061		0.22	B	11
156160065	3450 DULLES	5.50	B	12
156160066	3204 DE FOREST	5.20	B	13
156160067		5.37	B	14
156160068		5.00	B	15
156160069	3384 DE FOREST	5.00	B	16
156160070		5.21	B	17
156160071	3725 NOBEL	7.88	B	18
156160072		3.55	B	19
156160073	3444 DE FOREST	1.20	B	20
156160074	3590 DE FOREST	10.66	B	21
156160080		5.16	B	22
156160081		6.25	B	23
156160082	10885 INLAND	11.43	B	24
156160084	10980 INLAND	2.51	B	25
156160087	3305 DULLES	20.47	B	26
156160088	3305 DULLES	44.37	B	27
156160089	3305 DULLES	8.40	B	28
156160095	3038 DEERE	12.94	B	29
156160096	3371 DE FOREST	25.03	B	30
156160097		23.97	B	31
183030007	7545 JURUPA	9.90	C	3
183030008	7585 JURUPA	1.99	C	2
183030033	7491 JURUPA	5.69	C	1
183080010	7371 JURUPA	7.55	D	1
TOTAL ACRES		327.07		

City of Ontario
Existing Agricultural Uses
Exhibit A

Identification	APN	Address	Acreage
1	11335102	1348 S GROVE AV	11.500
2	11336103	1550 S PARCO AV	7.231
3	11336104	1460 S PARCO AV	0.904
4	11336105	1442 S PARCO AV	0.454
5	11336106	1436 S PARCO AV	0.232
6	11336107	1410 S PARCO AV	5.518
7	11336116	1551 S GROVE AV	12.255
8	11336118	1405 S GROVE AV	11.642
9	11341421	1704 S VINEYARD AV	3.677
10	11343105	1160 S MILDRED AV	51.026
11	11351208	O E AIRPORT--OIA	8.524
12	11351210	O E AIRPORT --OIA	7.400
13	21019210	572 N TURNER AV	22.343
14	21121104	3000 E JURUPA ST	20.039
15	21121109	1200 S ARCHIBALD AV	19.395
16	21121111	2900 E JURUPA ST	65.765
17	21131203	O E MISSION BL	4.020
18	21131204	O E MISSION BL	2.022
19	21134101	O S SEAGULL AV	0.615
20	21134102	O E JURUPA ST	0.782
21	21134103	O E JURUPA ST	0.534
22	21134104	O E JURUPA ST	0.530
23	21134105	O E JURUPA ST	0.532
24	21134106	O S AVIATION DR	0.786
25	21134107	O S AVIATION DR	1.016
26	21808103	2300 S MILLIKEN AV	46.266
27	21808105	O E MISSION BL	0.263
28	21808108	O E MISSION BL	49.657
61	21809124	O S MILLIKEN AV	15.280
29	23801131	1000 N ROCHESTER AV	2.270
30	23801219	O E INLAND EMPIRE BL	10.664
31	23801223	O E FOURTH ST	13.856
32	23808140	O S WINEVILLE AV	2.655
33	23824110	5010 E AIRPORT DR	0.000
34	101120109	1241 W STATE ST	0.000
35	101120110	1211 W STATE ST	2.434
36	101120111	520 S MAGNOLIA AV	2.409
37	101122102	616 OAKS AV	0.000
38	101142109	O S ELDERBERRY AV	0.942
39	101142111	O S ELDERBERRY AV	1.942
40	101152112	O S ELDERBERRY AV	1.005
41	101153103	O S BENSON AV	2.566
42	101153104	O S BENSON AV	1.860
43	101143105	O S BENSON AV	4.781
44	101412103	O S OAKS AV	0.063
45	101412104	O S OAKS AV	1.705
46	101421112	1320 W FRANCIS ST	7.281
47	104921105	720 E SUNKIST ST	0.000
48	104930105	752 W PARK ST	2.668
49	104930106	720 W PARKS ST	2.685
50	104942104	1310 S CUCAMONGA AV	4.694
51	104950102	1125 S SULTANA AV	0.207

City of Ontario
Existing Agricultural Uses
Exhibit A

Identification	APN	Address	Acreage
52	105013102	1518 S CUCAMONGA AV	0.000
53	105013103	1558 S CUCAMONGA AV	6.028
53	105016103	1556 S GRPVE AV	0.000
55	105017102	1642 S GROVE AV	9.563
56	105018103	1743 S CUCAMONGA AV	8.970
57	105020101	1687 S BON VIEW AV	9.547
58	105036108	1844 S FERN AV	0.000
59	105045104	1921 S BON VIEW AV	4.740
60	105046109	1056 E FRANCIS ST	9.064
61	011340102	1533 S PARCO AVE	29.000
62	101121106	1300 W MISSION BLVD	1.000
63	101138204	1055 W MISSION BLVD	1.000
64	101446205	1951 S PALMETTO AVE	1.000
65	105115103	1256 E PHILADELPHIA ST	6.000
66	105157177	NW CORNER GROVE AVE & RIVERSIDE DR	1.000
67	104947204	CAMPUS (N OF FRANCIS, S OF PHILLIPS)	6.000
68	011008107	1633 E HOLT BLVD	5.000
69	105144103	NW CORNER EUCLID AVE & RIVERSIDE DR	10.000
Total			544 Acres

***** NOTICE OF HEARING *****

TO - ALL ACTIVE CHINO BASIN PARTIES, CASE NO. 164327

WHEN - JANUARY 5, 1979, 1:30 P.M.

WHERE - SAN BERNARDINO SUPERIOR COURT, DEPARTMENT 2
351 NORTH ARROWHEAD AVENUE, SAN BERNARDINO, CALIF.

WHAT - THE FOLLOWING ITEMS ARE FOR APPROVAL.

1. FIRST ANNUAL WATERMASTER REPORT.
2. 1977/78 PRODUCTION SUMMARY.
3. FORM OF LOCAL STORAGE AGREEMENT.
4. M.W.D. CYCLIC STORAGE AGREEMENT.
5. INTERVENTIONS AND ASSIGNMENTS.

YOUR PRESENCE AT THIS HEARING IS NOT REQUIRED, BUT YOUR ATTENDANCE IS WELCOME.

NOTE - FILING WITH THE DIVISION OF WATERRIGHTS IS NO LONGER NECESSARY, JUST RETURN THEIR FORMS INDICATING YOU REPORT TO THE CHINO BASIN WATERMASTER.

FRAN BROMMENSCHENKEL
987-1712

1 DONALD D. STARK
2 A Professional Corporation
3 Suite 201 Airport Plaza
4 2061 Business Center Drive
5 Irvine, California 92715
6 Telephone: (714) 752-8971

7 CLAYSON, ROTHROCK & MANN
8 601 South Main Street
9 Corona, California 91720
10 Telephone: (714) 737-1910

11 Attorneys for Plaintiff

ORIGINAL FILED

JAN 30 1978

V. DENNIS WARDLE
COUNTY CLERK

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA

13 FOR THE COUNTY OF SAN BERNARDINO

14 CHINO BASIN MUNICIPAL WATER)
15 DISTRICT,)

16 Plaintiff,)

No. 164327

17 v.)

18 CITY OF CHINO, et al.)

19 Defendants.)
20)
21)
22)
23)
24)
25)
26)
27)
28)

JUDGMENT

JUDGMENT
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1 DONALD D. STARK
A Professional Corporation
2 Suite 201 Airport Plaza
2061 Business Center Drive
3 Irvine, California 92715
Telephone: (714) 752-8971

4 CLAYSON, ROTHROCK & MANN
5 601 South Main Street
Corona, California 91720
6 Telephone: (714) 737-1910
Attorneys for Plaintiff
7

8
9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 FOR THE COUNTY OF SAN BERNARDINO

11 CHINO BASIN MUNICIPAL WATER)
12 DISTRICT,)
13 Plaintiff,) No. 164327
14 v.)
15 CITY OF CHINO, et al.) JUDGMENT
16 Defendants.)
17

18
19 I. INTRODUCTION

20 1. Pleadings, Parties and Jurisdiction. The complaint here-
21 in was filed on January 2, 1975, seeking an adjudication of water
22 rights, injunctive relief and the imposition of a physical solu-
23 tion. A first amended complaint was filed on July 16, 1976. The
24 defaults of certain defendants have been entered, and certain
25 other defendants dismissed. Other than defendants who have been
26 dismissed or whose defaults have been entered, all defendants have
27 appeared herein. By answers and order of this Court, the issues
28 have been made those of a full inter se adjudication between the

1 parties. This Court has jurisdiction of the subject matter of
2 this action and of the parties herein.

3 2. Stipulation For Judgment. Stipulation for entry of
4 judgment has been filed by and on behalf of a majority of the
5 parties, representing a majority of the quantitative rights herein
6 adjudicated.

7 3. Trial; Findings and Conclusions. Trial was commenced on
8 December 16, 1977, as to the non-stipulating parties, and findings
9 of fact and conclusions of law have been entered disposing of the
10 issues in the case.

11 4. Definitions. As used in this Judgment, the following
12 terms shall have the meanings herein set forth:

13 (a) Active Parties. All parties other than those who
14 have filed with Watermaster a written waiver of service of
15 notices, pursuant to Paragraph 58.

16 (b) Annual or Year -- A fiscal year, July 1 through
17 June 30, following, unless the context shall clearly indicate
18 a contrary meaning.

19 (c) Appropriative Right -- The annual production right
20 of a producer from the Chino Basin other than pursuant to an
21 overlying right.

22 (d) Basin Water -- Ground water within Chino Basin which
23 is part of the Safe Yield, Operating Safe Yield, or replen-
24 ishment water in the Basin as a result of operations under the
25 Physical Solution decreed herein. Said term does not include
26 Stored Water.

27 (e) CBMWD -- Plaintiff Chino Basin Municipal Water
28 District.

1 (f) Chino Basin or Basin -- The ground water basin
2 underlying the area shown as such on Exhibit "B" and within
3 the boundaries described in Exhibit "K".

4 (g) Chino Basin Watershed -- The surface drainage area
5 tributary to and overlying Chino Basin.

6 (h) Ground Water -- Water beneath the surface of the
7 ground and within the zone of saturation, i.e., below the
8 existing water table.

9 (i) Ground Water Basin -- An area underlain by one or
10 more permeable formations capable of furnishing substantial
11 water storage.

12 (j) Minimal Producer -- Any producer whose production
13 does not exceed five acre-feet per year.

14 (k) MWD -- The Metropolitan Water District of Southern
15 California.

16 (l) Operating Safe Yield -- The annual amount of ground
17 water which Watermaster shall determine, pursuant to criteria
18 specified in Exhibit "I", can be produced from Chino Basin by
19 the Appropriative Pool parties free of replenishment obliga-
20 tion under the Physical Solution herein.

21 (m) Overdraft -- A condition wherein the total annual
22 production from the Basin exceeds the Safe Yield thereof.

23 (n) Overlying Right -- The appurtenant right of an owner
24 of lands overlying Chino Basin to produce water from the Basin
25 for overlying beneficial use on such lands.

26 (o) Person. Any individual, partnership, association,
27 corporation, governmental entity or agency, or other organ-
28 ization.

1 (p) PVMWD -- Defendant Pomona Valley Municipal Water
2 District.

3 (q) Produce or Produced -- To pump or extract ground
4 water from Chino Basin.

5 (r) Producer -- Any person who produces water from Chino
6 Basin.

7 (s) Production -- Annual quantity, stated in acre feet,
8 of water produced.

9 (t) Public Hearing -- A hearing after notice to all
10 parties and to any other person legally entitled to notice.

11 (u) Reclaimed Water -- Water which, as a result of
12 processing of waste water, is suitable for a controlled use.

13 (v) Replenishment Water -- Supplemental water used to
14 recharge the Basin pursuant to the Physical Solution, either
15 directly by percolating the water into the Basin or indirectly
16 by delivering the water for use in lieu of production and use
17 of safe yield or Operating Safe Yield.

18 (w) Responsible Party -- The owner, co-owner, lessee or
19 other person designated by multiple parties interested in a
20 well as the person responsible for purposes of filing reports
21 hereunder.

22 (x) Safe Yield -- The long-term average annual quantity
23 of ground water (excluding replenishment or stored water but
24 including return flow to the Basin from use of replenishment
25 or stored water) which can be produced from the Basin under
26 cultural conditions of a particular year without causing an
27 undesirable result.

28 (y) SBVMWD -- San Bernardino Valley Municipal Water

1 District.

2 (z) State Water -- Supplemental Water imported through
3 the State Water Resources Development System, pursuant to
4 Chapter 8, Division 6, Part 6 of the Water Code.

5 (aa) Stored Water -- Supplemental water held in storage,
6 as a result of direct spreading, in lieu delivery, or other-
7 wise, for subsequent withdrawal and use pursuant to agreement
8 with Watermaster.

9 (bb) Supplemental Water -- Includes both water imported
10 to Chino Basin from outside Chino Basin Watershed, and re-
11 claimed water.

12 (cc) WMWD -- Defendant Western Municipal Water District
13 of Riverside County.

14 5. List of Exhibits. The following exhibits are attached to
15 this Judgment and made a part hereof:

16 "A" -- "Location Map of Chino Basin" showing boundaries
17 of Chino Basin Municipal Water District, and other geographic
18 and political features.

19 "B" -- "Hydrologic Map of Chino Basin" showing hydrologic
20 features of Chino Basin.

21 "C" -- Table Showing Parties in Overlying (Agricultural)
22 Pool.

23 "D" -- Table Showing Parties in Overlying (Non-
24 agricultural Pool and Their Rights.

25 "E" -- Table Showing Appropriators and Their Rights.

26 "F" -- Overlying (Agricultural) Pool Pooling Plan.

27 "G" -- Overlying (Non-agricultural) Pool Pooling Plan.

28 "H" -- Appropriative Pool Pooling Plan.

1 "I" -- Engineering Appendix.

2 "J" -- Map of In Lieu Area No. 1.

3 "K" -- Legal Description of Chino Basin.

4
5 II. DECLARATION OF RIGHTS

6 A. HYDROLOGY

7 6. Safe Yield. The Safe Yield of Chino Basin is 140,000 acre
8 feet per year.

9 7. Overdraft and Prescriptive Circumstances. In each year
10 for a period in excess of five years prior to filing of the First
11 Amended Complaint herein, the Safe Yield of the Basin has been
12 exceeded by the annual production therefrom, and Chino Basin is and
13 has been for more than five years in a continuous state of over-
14 draft. The production constituting said overdraft has been open,
15 notorious, continuous, adverse, hostile and under claim of right.
16 The circumstances of said overdraft have given notice to all
17 parties of the adverse nature of such aggregate over-production.

18 B. WATER RIGHTS IN SAFE YIELD

19 8. Overlying Rights. The parties listed in Exhibits "C" and
20 "D" are the owners or in possession of lands which overlie Chino
21 Basin. As such, said parties have exercised overlying water
22 rights in Chino Basin. All overlying rights owned or exercised by
23 parties listed in Exhibits "C" and "D" have, in the aggregate, been
24 limited by prescription except to the extent such rights have been
25 preserved by self-help by said parties. Aggregate preserved
26 overlying rights in the Safe Yield for agricultural pool use,
27 including the rights of the State of California, total 82,800 acre
28 feet per year. Overlying rights for non-agricultural pool use

1 total 7,366 acre feet per year and are individually decreed for
2 each affected party in Exhibit "D". No portion of the Safe Yield
3 of Chino Basin exists to satisfy unexercised overlying rights, and
4 such rights have all been lost by prescription. However, uses may
5 be made of Basin Water on overlying lands which have no preserved
6 overlying rights pursuant to the Physical Solution herein. All
7 overlying rights are appurtenant to the land and cannot be assigned
8 or conveyed separate or apart therefrom.

9 9. Appropriative Rights. The parties listed in Exhibit "E"
10 are the owners of appropriative rights, including rights by pres-
11 cription, in the unadjusted amounts therein set forth, and by
12 reason thereof are entitled under the Physical Solution to share in
13 the remaining Safe Yield, after satisfaction of overlying rights
14 and rights of the State of California, and in the Operating Safe
15 Yield in Chino Basin, in the annual shares set forth in Exhibit
16 "E".

17 (a) Loss of Priorities. By reason of the long continued
18 overdraft in Chino Basin, and in light of the complexity of
19 determining appropriative priorities and the need for con-
20 serving and making maximum beneficial use of the water re-
21 sources of the State, each and all of the parties listed in
22 Exhibit "E" are estopped and barred from asserting special
23 priorities or preferences, inter se. All of said appropri-
24 ative rights are accordingly deemed and considered of equal
25 priority.

26 (b) Nature and Quantity. All rights listed in Exhibit
27 "E" are appropriative and prescriptive in nature. By reason
28 of the status of the parties, and the provisions of Section

1 1007 of the Civil Code, said rights are immune from reduction
2 or limitation by prescription.

3 10. Rights of the State of California. The State of
4 California, by and through its Department of Corrections, Youth
5 Authority and Department of Fish and Game, is a significant pro-
6 ducer of ground water from and the State is the largest owner of
7 land overlying Chino Basin. The precise nature and scope of the
8 claims and rights of the State need not be, and are not, defined
9 herein. The State, through said departments, has accepted the
10 Physical Solution herein decreed, in the interests of implementing
11 The mandate of Section 2 of Article X of the California Constitu-
12 tion. For all purposes of this Judgment, all future production by
13 the State or its departments or agencies for overlying use on
14 State-owned lands shall be considered as agricultural pool use.

15 C. RIGHTS TO AVAILABLE GROUND WATER STORAGE CAPACITY

16 11. Available Ground Water Storage Capacity. There exists in
17 Chino Basin a substantial amount of available ground water storage
18 capacity which is not utilized for storage or regulation of Basin
19 Waters. Said reservoir capacity can appropriately be utilized for
20 storage and conjunctive use of supplemental water with Basin
21 Waters. It is essential that said reservoir capacity utilization
22 for storage and conjunctive use of supplemental water be undertaken
23 only under Watermaster control and regulation, in order to protect
24 the integrity of both such Stored Water and Basin Water in storage
25 and the Safe Yield of Chino Basin.

26 12. Utilization of Available Ground Water Capacity. Any
27 person or public entity, whether a party to this action or not, may
28 make reasonable beneficial use of the available ground water

1 storage capacity of Chino Basin for storage of supplemental water;
2 provided that no such use shall be made except pursuant to written
3 agreement with Watermaster, as authorized by Paragraph 28. In the
4 allocation of such storage capacity, the needs and requirements of
5 lands overlying Chino Basin and the owners of rights in the Safe
6 Yield or Operating Safe Yield of the Basin shall have priority and
7 preference over storage for export.

8
9 III. INJUNCTION

10 13. Injunction Against Unauthorized Production of Basin
11 Water. Each party in each of the respective pools is enjoined, as
12 follows:

13 (a) Overlying (Agricultural) Pool. Each party in the
14 Overlying (Agricultural) Pool, its officers, agents, employees,
15 successors and assigns, is and they each are ENJOINED AND
16 RESTRAINED from producing ground water from Chino Basin in any
17 year hereafter in excess of such party's correlative share of
18 the aggregate of 82,800 acre feet allocated to said Pool,
19 except pursuant to the Physical Solution or a storage water
20 agreement.

21 (b) Overlying (Non-Agricultural) Pool. Each party in
22 the Overlying (Non-agricultural) Pool, its officers, agents,
23 employees, successors and assigns, is and they each are
24 ENJOINED AND RESTRAINED from producing ground water of Chino
25 Basin in any year hereafter in excess of such party's decreed
26 rights in the Safe Yield, except pursuant to the provisions of
27 the Physical Solution or a storage water agreement.

28 (c) Appropriative Pool. Each party in the

1 Appropriative Pool, its officers, agents, employees, successors
2 and assigns, is and they are each ENJOINED AND RESTRAINED from
3 producing ground water of Chino Basin in any year hereafter in
4 excess of such party's decreed share of Operating Safe Yield,
5 except pursuant to the provisions of the Physical Solution or
6 a storage water agreement.

7 14. Injunction Against Unauthorized Storage or Withdrawal
8 of Stored Water. Each party, its officers, agents, employees,
9 successors and assigns is and they each are ENJOINED AND RESTRAINED
10 from storing supplemental water in Chino Basin for withdrawal, or
11 causing withdrawal of, water stored by that party, except pursuant
12 to the terms of a written agreement with Watermaster and in
13 accordance with Watermaster regulations. Any supplemental water
14 stored or recharged in the Basin, except pursuant to such a Water-
15 master agreement, shall be deemed abandoned and not classified as
16 Stored Water. This paragraph has no application, as such, to
17 supplemental water spread or provided in lieu by Watermaster pur-
18 suant to the Physical Solution.

19
20 IV. CONTINUING JURISDICTION

21 15. Continuing Jurisdiction. Full jurisdiction, power and
22 authority are retained and reserved to the Court as to all matters
23 contained in this judgment, except:

24 (a) The redetermination of Safe Yield, as set forth in
25 Paragraph 6, during the first ten (10) years of operation of
26 the Physical Solution;

27 (b) The allocation of Safe Yield as between the several
28 pools as set forth in Paragraph 44 of the Physical Solution;

1 (c) The determination of specific quantitative rights
2 and shares in the declared Safe Yield or Operating Safe Yield
3 herein declared in Exhibits "D" and "E"; and

4 (d) The amendment or modification of Paragraphs 7 (a) and
5 (b) of Exhibit "H", during the first ten (10) years of oper-
6 ation of the Physical Solution, and thereafter only upon
7 affirmative recommendation of at least 67% of the voting power
8 (determined pursuant to the formula described in Paragraph 3
9 of Exhibit "H"), but not less than one-third of the members
10 of the Appropriative Pool Committee representatives of parties
11 who produce water within CBMWD or WMWD; after said tenth year
12 the formula set forth in said Paragraph 7 (a) and 7 (b) of
13 Exhibit "H" for payment of the costs of replenishment water
14 may be changed to 100% gross or net, or any percentage split
15 thereof, but only in response to recommendation to the Court
16 by affirmative vote of at least 67% of said voting power of
17 the Appropriative Pool representatives of parties who produce
18 ground water within CBMWD or WMWD, but not less than one-third
19 of their number. In such event, the Court shall act in con-
20 formance with such recommendation unless there are compelling
21 reasons to the contrary; and provided, further, that the fact
22 that the allocation of Safe Yield or Operating Safe Yield
23 shares may be rendered moot by a recommended change in the
24 formula for replenishment assessments shall not be deemed to
25 be such a "compelling reason."

26 Said continuing jurisdiction is provided for the purpose of en-
27 abling the Court, upon application of any party, the Watermaster,
28 the Advisory Committee or any Pool Committee, by motion and, upon

1 at least 30 days' notice thereof, and after hearing thereon, to
2 make such further or supplemental orders or directions as may be
3 necessary or appropriate for interpretation, enforcement or carry-
4 ing out of this Judgment, and to modify, amend or amplify any of
5 the provisions of this Judgment.

6
7 V. WATERMASTER

8 A. APPOINTMENT

9 16. Watermaster Appointment. CBMWD, acting by and through a
10 majority of its board of directors, is hereby appointed Water-
11 master, to administer and enforce the provisions of this Judgment
12 and any subsequent instructions or orders of the Court hereunder.
13 The term of appointment of Watermaster shall be for five (5) years.
14 The Court will by subsequent orders provide for successive terms or
15 for a successor Watermaster. Watermaster may be changed at any
16 time by subsequent order of the Court, on its own motion, or on the
17 motion of any party after notice and hearing. Unless there are
18 compelling reasons to the contrary, the Court shall act in con-
19 formance with a motion requesting the Watermaster be changed if
20 such motion is supported by a majority of the voting power of the
21 Advisory Committee.

22 B. POWERS AND DUTIES

23 17. Powers and Duties. Subject to the continuing supervision
24 and control of the Court, Watermaster shall have and may exercise
25 the express powers, and shall perform the duties, as provided in
26 this Judgment or hereafter ordered or authorized by the Court in
27 the exercise of the Court's continuing jurisdiction.

28 18. Rules and Regulations. Upon recommendation by the

1 Advisory Committee, Watermaster shall make and adopt, after public
2 hearing, appropriate rules and regulations for conduct of Water-
3 master affairs, including meeting schedules and procedures, and
4 compensation of members of Watermaster at not to exceed \$25 per
5 member per meeting, or \$300 per member per year, whichever is less,
6 plus reasonable expenses related to activities within the Basin.
7 Thereafter, Watermaster may amend said rules from time to time upon
8 recommendation, or with approval of the Advisory Committee after
9 hearing noticed to all active parties. A copy of said rules and
10 regulations, and of any amendments thereof, shall be mailed to each
11 active party.

12 19. Acquisition of Facilities. Watermaster may purchase,
13 lease, acquire and hold all necessary facilities and equipment;
14 provided, that it is not the intent of the Court that Watermaster
15 acquire any interest in real property or substantial capital
16 assets.

17 20. Employment of Experts and Agents. Watermaster may
18 employ or retain such administrative, engineering, geologic,
19 accounting, legal or other specialized personnel and consultants as
20 may be deemed appropriate in the carrying out of its powers and
21 shall require appropriate bonds from all officers and employees
22 handling Watermaster funds. Watermaster shall maintain records for
23 purposes of allocation of costs of such services as well as of all
24 other expenses of Watermaster administration as between the several
25 pools established by the Physical Solution.

26 21. Measuring Devices. Watermaster shall cause parties,
27 pursuant to uniform rules, to install and maintain in good opera-
28 ting condition, at the cost of each party, such necessary measuring

1 devices or meters as Watermaster may deem appropriate. Such
2 measuring devices shall be inspected and tested as deemed necessary
3 by Watermaster, and the cost thereof shall constitute an expense of
4 Watermaster.

5 22. Assessments. Watermaster is empowered to levy and
6 collect all assessments provided for in the pooling plans and
7 Physical Solution.

8 23. Investment of Funds. Watermaster may hold and invest any
9 and all Watermaster funds in investments authorized from time to
10 time for public agencies of the State of California.

11 24. Borrowing. Watermaster may borrow from time to time
12 amounts not exceeding the annual anticipated receipts of Water-
13 master during such year.

14 25. Contracts. Watermaster may enter into contracts for the
15 performance of any powers herein granted; provided, however, that
16 Watermaster may not contract with or purchase materials, supplies
17 or services from CBMWD, except upon the prior recommendation and
18 approval of the Advisory Committee and pursuant to written order of
19 the Court.

20 26. Cooperation With Other Agencies. Subject to prior
21 recommendation or approval of the Advisory Committee, Watermaster
22 may act jointly or cooperate with agencies of the United States and
23 the State of California or any political subdivisions, municipi-
24 palities or districts or any person to the end that the purpose of
25 the Physical Solution may be fully and economically carried out.

26 27. Studies. Watermaster may, with concurrence of the
27 Advisory Committee or affected Pool Committee and in accordance
28 with Paragraph 54 (b), undertake relevant studies of hydrologic

1 conditions, both quantitative and qualitative, and operating
2 aspects of implementation of the management program for Chino
3 Basin.

4 28. Ground Water Storage Agreements. Watermaster shall
5 adopt, with the approval of the Advisory Committee, uniformly
6 applicable rules and a standard form of agreement for storage of
7 supplemental water, pursuant to criteria therefore set forth in
8 Exhibit "I". Upon appropriate application by any person, Water-
9 master shall enter into such a storage agreement; provided that all
10 such storage agreements shall first be approved by written order of
11 the Court, and shall by their terms preclude operations which will
12 have a substantial adverse impact on other producers.

13 29. Accounting for Stored Water. Watermaster shall calculate
14 additions, extractions and losses and maintain an annual account of
15 all Stored Water in Chino Basin, and any losses of water supplies
16 or Safe Yield of Chino Basin resulting from such Stored Water.

17 30. Annual Administrative Budget. Watermaster shall submit
18 to Advisory Committee an administrative budget and recommendation
19 for each fiscal year on or before March 1. The Advisory Committee
20 shall review and submit said budget and their recommendations to
21 Watermaster on or before April 1, following. Watermaster shall
22 hold a public hearing on said budget at its April quarterly meeting
23 and adopt the annual administrative budget which shall include the
24 administrative items for each pool committee. The administrative
25 budget shall set forth budgeted items in sufficient detail as
26 necessary to make a proper allocation of the expense among the
27 several pools, together with Watermaster's proposed allocation.
28 The budget shall contain such additional comparative information

1 or explanation as the Advisory Committee may recommend from time
2 to time. Expenditures within budgeted items may thereafter be
3 made by Watermaster in the exercise of powers herein granted, as a
4 matter of course. Any budget transfer in excess of 20% of a
5 budget category during any budget year or modification of such
6 administrative budget during any year shall be first submitted to
7 the Advisory Committee for review and recommendation.

8 31. Review Procedures. All actions, decisions or rules of
9 Watermaster shall be subject to review by the Court on its own
10 motion or on timely motion by any party, the Watermaster (in the
11 case of a mandated action), the Advisory Committee, or any Pool
12 Committee, as follows:

13 (a) Effective Date of Watermaster Action. Any action,
14 decision or rule of Watermaster shall be deemed to have
15 occurred or been enacted on the date on which written
16 notice thereof is mailed. Mailing of copies of approved
17 Watermaster minutes to the active parties shall constitute
18 such notice to all parties.

19 (b) Noticed Motion. Any party, the Watermaster (as
20 to any mandated action), the Advisory Committee, or any
21 Pool Committee may, by a regularly noticed motion, apply
22 to the Court for review of any Watermaster's action,
23 decision or rule. Notice of such motion shall be served
24 personally or mailed to Watermaster and to all active
25 parties. Unless otherwise ordered by the Court, such
26 motion shall not operate to stay the effect of such
27 Watermaster action, decision or rule.

28 - - - - -

1 (c) Time for Motion. Notice of motion to review any
2 Watermaster action, decision or rule shall be served and filed
3 within ninety (90) days after such Watermaster action, de-
4 cision or rule, except for budget actions, in which event said
5 notice period shall be sixty (60) days.

6 (d) De Novo Nature of Proceedings. Upon the filing of
7 any such motion, the Court shall require the moving party to
8 notify the active parties, the Watermaster, the Advisory
9 Committee, and each Pool Committee, of a date for taking
10 evidence and argument, and on the date so designated shall
11 review de novo the question at issue. Watermaster's findings
12 or decision, if any, may be received in evidence at said
13 hearing, but shall not constitute presumptive or prima facie
14 proof of any fact in issue.

15 (e) Decision. The decision of the Court in such proceed-
16 ing shall be an appealable supplemental order in this case.
17 When the same is final, it shall be binding upon the Water-
18 master and all parties.

19 C. ADVISORY AND POOL COMMITTEES

20 32. Authorization. Watermaster is authorized and directed to
21 cause committees of producer representatives to be organized to
22 act as Pool Committees for each of the several pools created under
23 the Physical Solution. Said Pool Committees shall, in turn,
24 jointly form an Advisory Committee to assist Watermaster in per-
25 formance of its functions under this judgment. Pool Committees
26 shall be composed as specified in the respective pooling plans, and
27 the Advisory Committee shall be composed of not to exceed ten (10)
28 voting representatives from each pool, as designated by the

1 respective Pool Committee. WMWD, PVMWD and SBVMWD shall each be
2 entitled to one non-voting representative on said Advisory Com-
3 mittee.

4 33. Term and Vacancies. Members of any Pool Committee, shall
5 serve for the term, and vacancies shall be filled, as specified in
6 the respective pooling plan. Members of the Advisory Committee
7 shall serve at the will of their respective Pool Committee.

8 34. Voting Power. The voting power on each Pool Committee
9 shall be allocated as provided in the respective pooling plan. The
10 voting power on the Advisory Committee shall be one hundred (100)
11 votes allocated among the three pools in proportion to the total
12 assessments paid to Watermaster during the preceding year; pro-
13 vided, that the minimum voting power of each pool shall be

- 14 (a) Overlying (Agricultural) Pool 20,
15 (b) Overlying (Non-agricultural) Pool 5, and
16 (c) Appropriative Pool 20.

17 In the event any pool is reduced to its said minimum vote, the re-
18 maining votes shall be allocated between the remaining pools on
19 said basis of assessments paid to Watermaster by each such remain-
20 ing pool during the preceding year. The method of exercise of
21 each pool's voting power on the Advisory Committee shall be as
22 determined by the respective pool committees.

23 35. Quorum. A majority of the voting power of the Advisory
24 Committee or any Pool Committee shall constitute a quorum for the
25 transaction of affairs of such Advisory or Pool Committee; pro-
26 vided, that at least one representative of each Pool Committee
27 shall be required to constitute a quorum of the Advisory Committee.
28 No Pool Committee representative may purposely absent himself or

1 herself, without good cause, from an Advisory Committee meeting to
2 deprive it of a quorum. Action by affirmative vote of a majority
3 of the entire voting power of any Pool Committee or the Advisory
4 Committee shall constitute action by such committee. Any action or
5 recommendation of a Pool Committee or the Advisory Committee shall
6 be transmitted to Watermaster in writing, together with a report of
7 any dissenting vote or opinion.

8 36. Compensation. Pool or Advisory Committee members may
9 receive compensation, to be established by the respective pooling
10 plan, but not to exceed twenty-five dollars (\$25.00) for each
11 meeting of such Pool or Advisory Committee attended, and provided
12 that no member of a Pool or Advisory Committee shall receive
13 compensation of more than three hundred (\$300.00) dollars for
14 service on any such committee during any one year. All such com-
15 pensation shall be a part of Watermaster administrative expense.
16 No member of any Pool or Advisory Committee shall be employed by
17 Watermaster or compensated by Watermaster for professional or other
18 services rendered to such Pool or Advisory Committee or to Water-
19 master, other than the fee for attendance at meetings herein
20 provided, plus reimbursement of reasonable expenses related to
21 activities within the Basin.

22 37. Organization.

23 (a) Organizational Meeting. At its first meeting in
24 each year, each Pool Committee and the Advisory Committee
25 shall elect a chairperson and a vice chairperson from its
26 membership. It shall also select a secretary, a treasurer
27 and such assistant secretaries and treasurers as may be
28 appropriate, any of whom may, but need not, be members of

1 such Pool or Advisory Committee.

2 (b) Regular Meetings. All Pool Committees and the
3 Advisory Committee shall hold regular meetings at a place and
4 time to be specified in the rules to be adopted by each Pool
5 and Advisory Committee. Notice of regular meetings of any
6 Pool or Advisory Committee, and of any change in time or
7 place thereof, shall be mailed to all active parties in said
8 pool or pools.

9 (c) Special Meetings. Special meetings of any Pool or
10 Advisory Committee may be called at any time by the Chair-
11 person or by any three (3) members of such Pool or Advisory
12 Committee by delivering notice personally or by mail to each
13 member of such Pool or Advisory Committee and to each active
14 party at least 24 hours before the time of each such meeting
15 in the case of personal delivery, and 96 hours in the case of
16 mail. The calling notice shall specify the time and place of
17 the special meeting and the business to be transacted. No
18 other business shall be considered at such meeting.

19 (d) Minutes. Minutes of all Pool Committee, Advisory
20 Committee and Watermaster meetings shall be kept at Water-
21 master's offices. Copies thereof shall be mailed or otherwise
22 furnished to all active parties in the pool or pools con-
23 cerned. Said copies of minutes shall constitute notice of any
24 Pool or Advisory Committee action therein reported, and shall
25 be available for inspection by any party.

26 (e) Adjournments. Any meeting of any Pool or Advisory
27 Committee may be adjourned to a time and place specified in
28 the order of adjournment. Less than a quorum may so adjourn

1 from time to time. A copy of the order or notice of adjourn-
2 ment shall be conspicuously posted forthwith on or near the
3 door of the place where the meeting was held.

4 38. Powers and Functions. The powers and functions of the
5 respective Pool Committees and the Advisory Committee shall be as
6 follows:

7 (a) Pool Committees. Each Pool Committee shall have the
8 power and responsibility for developing policy recommendations
9 for administration of its particular pool, as created under
10 the Physical Solution. All actions and recommendations of any
11 Pool Committee which require Watermaster implementation shall
12 first be noticed to the other two pools. If no objection is
13 received in writing within thirty (30) days, such action or
14 recommendation shall be transmitted directly to Watermaster for
15 action. If any such objection is received, such action or
16 recommendation shall be reported to the Advisory Committee
17 before being transmitted to Watermaster.

18 (b) Advisory Committee. The Advisory Committee shall
19 have the duty to study, and the power to recommend, review
20 and act upon all discretionary determinations made or to be
21 made hereunder by Watermaster.

22 [1] Committee Initiative. When any recommendation
23 or advice of the Advisory Committee is received by
24 Watermaster, action consistent therewith may be taken by
25 Watermaster; provided, that any recommendation approved
26 by 80 votes or more in the Advisory Committee shall
27 constitute a mandate for action by Watermaster consistent
28 therewith. If Watermaster is unwilling or unable to act

1 pursuant to recommendation or advice from the Advisory
2 Committee (other than such mandatory recommendations),
3 Watermaster shall hold a public hearing, which shall be
4 followed by written findings and decision. Thereafter,
5 Watermaster may act in accordance with said decision,
6 whether consistent with or contrary to said Advisory
7 Committee recommendation. Such action shall be subject
8 to review by the Court, as in the case of all other
9 Watermaster determinations.

10 [2]. Committee Review. In the event Watermaster
11 proposes to take discretionary action, other than
12 approval or disapproval of a Pool Committee action or
13 recommendation properly transmitted, or execute any
14 agreement not theretofore within the scope of an Advisory
15 Committee recommendation, notice of such intended action
16 shall be served on the Advisory Committee and its members
17 at least thirty (30) days before the Watermaster meeting
18 at which such action is finally authorized.

19 (c) Review of Watermaster Actions. Watermaster (as to
20 mandated action), the Advisory Committee or any Pool Committee
21 shall be entitled to employ counsel and expert assistance in
22 the event Watermaster or such Pool or Advisory Committee seeks
23 Court review of any Watermaster action or failure to act. The
24 cost of such counsel and expert assistance shall be Water-
25 master expense to be allocated to the affected pool or pools.

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1 VI. PHYSICAL SOLUTION

2 A. GENERAL

3 39. Purpose and Objective. Pursuant to the mandate of
4 Section 2 of Article X of the California Constitution, the Court
5 hereby adopts and orders the parties to comply with a Physical
6 Solution. The purpose of these provisions is to establish a legal
7 and practical means for making the maximum reasonable beneficial
8 use of the waters of Chino Basin by providing the optimum economic,
9 long-term, conjunctive utilization of surface waters, ground waters
10 and supplemental water, to meet the requirements of water users
11 having rights in or dependent upon Chino Basin.

12 40. Need for Flexibility. It is essential that this Physical
13 solution provide maximum flexibility and adaptability in order that
14 Watermaster and the Court may be free to use existing and future
15 technological, social, institutional and economic options, in order
16 to maximize beneficial use of the waters of Chino Basin. To that
17 end, the Court's retained jurisdiction will be utilized, where
18 appropriate, to supplement the discretion herein granted to the
19 Watermaster.

20 41. Watermaster Control. Watermaster, with the advice of the
21 Advisory and Pool Committees, is granted discretionary powers in
22 order to develop an optimum basin management program for Chino
23 Basin, including both water quantity and quality considerations.
24 Withdrawals and supplemental water replenishment of Basin Water,
25 and the full utilization of the water resources of Chino Basin,
26 must be subject to procedures established by and administered
27 through Watermaster with the advice and assistance of the Advisory
28 and Pool Committees composed of the affected producers. Both the

1 quantity and quality of said water resources may thereby be pre-
2 served and the beneficial utilization of the Basin maximized.

3 42. General Pattern of Operations. It is contemplated that
4 the rights herein decreed will be divided into three (3) operating
5 pools for purposes of Watermaster administration. A fundamental
6 premise of the Physical Solution is that all water users dependent
7 upon Chino Basin will be allowed to pump sufficient waters from the
8 Basin to meet their requirements. To the extent that pumping
9 exceeds the share of the Safe Yield assigned to the Overlying
10 Pools, or the Operating Safe Yield in the case of the Appropriative
11 Pool, each pool will provide funds to enable Watermaster to replace
12 such overproduction. The method of assessment in each pool shall
13 be as set forth in the applicable pooling plan.

14 B. POOLING

15 43. Multiple Pools Established. There are hereby established
16 three (3) pools for Watermaster administration of, and for the
17 allocation of responsibility for, and payment of, costs of re-
18 plenishment water and other aspects of this Physical Solution.

19 (a) Overlying (Agricultural) Pool. The first pool shall
20 consist of the State of California and all overlying producers
21 who produce water for other than industrial or commercial
22 purposes. The initial members of the pool are listed in
23 Exhibit "C".

24 (b) Overlying (Non-agricultural) Pool. The second pool
25 shall consist of overlying producers who produce water for
26 industrial or commercial purposes. The initial members of
27 this pool are listed in Exhibit "D".

28 (c) Appropriative Pool. A third and separate pool shall

1 consist of owners of appropriative rights. The initial
2 members of the pool are listed in Exhibit "E".

3 Any party who changes the character of his use may, by sub-
4 sequent order of the Court, be reassigned to the proper pool; but
5 the allocation of Safe Yield under Paragraph 44 hereof shall not be
6 changed. Any non-party producer or any person who may hereafter
7 commence production of water from Chino Basin, and who may become a
8 party to this physical solution by intervention, shall be assigned
9 to the proper pool by the order of the Court authorizing such
10 intervention.

11 44. Determination and Allocation of Rights to Safe Yield of
12 Chino Basin. The declared Safe Yield of Chino Basin is hereby
13 allocated as follows:

14	<u>Pool</u>	<u>Allocation</u>
15	Overlying (Agricultural) Pool	414,000 acre feet in any five
16		(5) consecutive years.
17	Overlying (Non-agricultural) Pool.	7,366 acre feet per year.
18	Appropriative Pool	49,834 acre feet per year.

19 The foregoing acre foot allocations to the overlying pools are
20 fixed. Any subsequent change in the Safe Yield shall be debited or
21 credited to the Appropriative Pool. Basin Water available to the
22 Appropriative Pool without replenishment obligation may vary from
23 year to year as the Operating Safe Yield is determined by Water-
24 master pursuant to the criteria set forth in Exhibit "I".

25 45. Annual Replenishment. Watermaster shall levy and collect
26 assessments in each year, pursuant to the respective pooling plans,
27 in amounts sufficient to purchase replenishment water to replace
28 production by any pool during the preceding year which exceeds that

1 pool's allocated share of Safe Yield in the case of the overlying
2 pools, or Operating Safe Yield in the case of the Appropriative
3 Pool. It is anticipated that supplemental water for replenishment
4 of Chino Basin may be available at different rates to the various
5 pools to meet their replenishment obligations. If such is the
6 case, each pool will be assessed only that amount necessary for the
7 cost of replenishment water to that pool, at the rate available to
8 the pool, to meet its replenishment obligation.

9 46. Initial Pooling Plans. The initial pooling plans, which
10 are hereby adopted, are set forth in Exhibits "F", "G" and "H",
11 respectively. Unless and until modified by amendment of the
12 judgment pursuant to the Court's continuing jurisdiction, each
13 such plan shall control operation of the subject pool.

14 C. REPORTS AND ACCOUNTING

15 47. Production Reports. Each party or responsible party
16 shall file periodically with Watermaster, pursuant to Watermaster
17 rules, a report on a form to be prescribed by Watermaster showing
18 the total production of such party during the preceding reportage
19 period, and such additional information as Watermaster may require,
20 including any information specified by the affected Pool Com-
21 mittee.

22 48. Watermaster Report and Accounting. Watermaster's
23 annual report, which shall be filed on or before November 15 of
24 each year and shall apply to the preceding year's operation, shall
25 contain details as to operation of each of the pools and a certi-
26 fied audit of all assessments and expenditures pursuant to this
27 Physical Solution and a review of Watermaster activities.

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1 D. REPLENISHMENT

2 49. Sources of Supplemental Water. Supplemental water may be
3 obtained by Watermaster from any available source. Watermaster
4 shall seek to obtain the best available quality of supplemental
5 water at the most reasonable cost for recharge in the Basin. To
6 the extent that costs of replenishment water may vary between
7 pools, each pool shall be liable only for the costs attributable to
8 its required replenishment. Available sources may include, but are
9 not limited to:

10 (a) Reclaimed Water. There exist a series of agreements
11 generally denominated the Regional Waste Water Agreements
12 between CBMWD and owners of the major municipal sewer systems
13 within the basin. Under those agreements, which are recog-
14 nized hereby but shall be unaffected and unimpaired by this
15 judgment, substantial quantities of reclaimed water may be
16 made available for replenishment purposes. There are addi-
17 tional sources of reclaimed water which are, or may become,
18 available to Watermaster for said purposes. Maximum benefi-
19 cial use of reclaimed water shall be given high priority by
20 Watermaster.

21 (b) State Water. State water constitutes a major
22 available supply of supplemental water. In the case of State
23 Water, Watermaster purchases shall comply with the water
24 service provisions of the State's water service contracts.
25 More specifically, Watermaster shall purchase State Water from
26 MWD for replenishment of excess production within CBMWD, WMWD
27 and PVMWD, and from SBVMWD to replenish excess production
28 within SBVMWD's boundaries in Chino Basin, except to the

1 extent that MWD and SBVMWD give their consent as required by
2 such State water service contracts.

3 (c) Local Import. There exists facilities and methods
4 for importation of surface and ground water supplies from
5 adjacent basins and watersheds.

6 (d) Colorado River Supplies. MWD has water supplies
7 available from its Colorado River Aqueduct.

8 50. Methods of Replenishment. Watermaster may accomplish
9 replenishment of overproduction from the Basin by any reasonable
10 method, including:

11 (a) Spreading and percolation or Injection of water in
12 existing or new facilities, subject to the provisions of
13 Paragraphs 19, 25 and 26 hereof.

14 (b) In Lieu Procedures. Watermaster may make, or cause
15 to be made, deliveries of water for direct surface use, in
16 lieu of ground water production.

17 E. REVENUES

18 51. Production Assessment. Production assessments, on what-
19 ever basis, may be levied by Watermaster pursuant to the pooling
20 plan adopted for the applicable pool.

21 52. Minimal Producers. Minimal Producers shall be exempted
22 from payment of production assessments, upon filing of production
23 reports as provided in Paragraph 47 of this Judgment, and payment
24 of an annual five dollar (\$5.00) administrative fee as specified by
25 Watermaster rules.

26 53. Assessment Proceeds -- Purposes. Watermaster shall have
27 the power to levy assessments against the parties (other than
28 minimal pumpers) based upon production during the preceding period

1 of assessable production, whether quarterly, semi-annually or
2 annually, as may be determined most practical by Watermaster or the
3 affected Pool Committee.

4 54. Administrative Expenses. The expenses of administration
5 of this Physical Solution shall be categorized as either (a) gen-
6 eral Watermaster administrative expense, or (b) special project
7 expense.

8 (a) General Watermaster Administrative Expense shall
9 include office rental, general personnel expense, supplies and
10 office equipment, and related incidental expense and general
11 overhead.

12 (b) Special Project Expense shall consist of special
13 engineering, economic or other studies, litigation expense,
14 meter testing or other major operating expenses. Each such
15 project shall be assigned a Task Order number and shall be
16 separately budgeted and accounted for.

17 General Watermaster administrative expense shall be allocated
18 and assessed against the respective pools based upon allocations
19 made by the Watermaster, who shall make such allocations based upon
20 generally accepted cost accounting methods. Special Project
21 Expense shall be allocated to a specific pool, or any portion there
22 of, only upon the basis of prior express assent and finding of
23 benefit by the Pool Committee, or pursuant to written order of the
24 Court.

25 55. Assessments -- Procedure. Assessments herein provided
26 for shall be levied and collected as follows:

27 (a) Notice of Assessment. Watermaster shall give
28 written notice of all applicable assessments to each party on

1 or before ninety (90) days after the end of the production
2 period to which such assessment is applicable.

3 (b) Payment. Each assessment shall be payable on or
4 before thirty (30) days after notice, and shall be the ob-
5 ligation of the party or successor owning the water production
6 facility at the time written notice of assessment is given,
7 unless prior arrangement for payment by others has been made
8 in writing and filed with Watermaster.

9 (c) Delinquency. Any delinquent assessment shall bear
10 interest at 10% per annum (or such greater rate as shall equal
11 the average current cost of borrowed funds to the Watermaster)
12 from the due date thereof. Such delinquent assessment and
13 interest may be collected in a show-cause proceeding herein
14 instituted by the Watermaster, in which case the Court may
15 allow Watermaster its reasonable costs of collection, include-
16 ing attorney's fees.

17 56. Accumulation of Replenishment Water Assessment Proceeds.

18 In order to minimize fluctuation in assessment and to give Water-
19 master flexibility in purchase and spreading of replenishment
20 water, Watermaster may make reasonable accumulations of replen-
21 ishment water assessment proceeds. Interest earned on such re-
22 tained funds shall be added to the account of the pool from which
23 the funds were collected and shall be applied only to the purchase
24 of replenishment water.

25 57. Effective Date. The effective date for accounting and
26 operation under this Physical Solution shall be July 1, 1977, and
27 the first production assessments hereunder shall be due after July
28 1, 1978. Watermaster shall, however, require installation of

1 meters or measuring devices and establish operating procedures
2 immediately, and the cost of such Watermaster activity (not
3 including the cost of such meters and measuring devices) may be
4 recovered in the first administrative assessment in 1978.

5
6 VII. MISCELLANEOUS PROVISIONS

7 58. Designation of Address for Notice and Service. Each
8 party shall designate the name and address to be used for purposes
9 of all subsequent notices and service herein, either by its en-
10 dorsement on the Stipulation for Judgment or by a separate desig-
11 nation to be filed within thirty (30) days after Judgment has been
12 served. Said designation may be changed from time to time by
13 filing a written notice of such change with the Watermaster. Any
14 party desiring to be relieved of receiving notices of Watermaster
15 or committee activity may file a waiver of notice on a form to be
16 provided by Watermaster. Thereafter such party shall be removed
17 from the Active Party list. Watermaster shall maintain at all
18 times a current list of all active parties and their addresses for
19 purposes of service. Watermaster shall also maintain a full
20 current list of names and addresses of all parties or their suc-
21 cessors, as filed herein. Copies of such lists shall be available,
22 without cost, to any party, the Advisory Committee or any Pool
23 Committee upon written request therefor.

24 59. Service of Documents. Delivery to or service upon any
25 party or active party by the Watermaster, by any other party, or by
26 the Court, of any item required to be served upon or delivered to
27 such party or active party under or pursuant to the Judgment shall
28 be made personally or by deposit in the United States mail, first

1 class, postage prepaid, addressed to the designee and at the
2 address in the latest designation filed by such party or active
3 party.

4 60. Intervention After Judgment. Any non-party assignee of
5 the adjudicated appropriative rights of any appropriator, or any
6 other person newly proposing to produce water from Chino Basin, may
7 become a party to this judgment upon filing a petition in inter-
8 vention. Said intervention must be confirmed by order of this
9 Court. Such intervenor shall thereafter be a party bound by this
10 judgment and entitled to the rights and privileges accorded under
11 the Physical Solution herein, through the pool to which the Court
12 shall assign such intervenor.

13 61. Loss of Rights. Loss, whether by abandonment, forfeiture
14 or otherwise, of any right herein adjudicated shall be accomplished
15 only (1) by a written election by the owner of the right filed with
16 Watermaster, or (2) by order of the Court upon noticed motion and
17 after hearing.

18 62. Scope of Judgment. Nothing in this Judgment shall be
19 deemed to preclude or limit any party in the assertion against a
20 neighboring party of any cause of action now existing or hereafter
21 arising based upon injury, damage or depletion of water supply
22 available to such party, proximately caused by nearby pumping which
23 constitutes an unreasonable interference with such complaining
24 party's ability to extract ground water.

25 63. Judgment Binding on Successors. This Judgment and all
26 provisions thereof are applicable to and binding upon not only the
27 parties to this action, but also upon their respective heirs,
28 executors, administrators, successors, assigns, lessees and

1 licensees and upon the agents, employees and attorneys in fact of
2 all such persons.

3 64. Costs. No party shall recover any costs in this pro-
4 ceeding from any other party.

5 Dated: 1/27/78.

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/s/ Howard B. Wiener

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Judge

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1 DONALD D. STARK
A Professional Corporation
2 Suite 201 Airport Plaza
2061 Business Center Drive
3 Irvine, California 92715
Telephone: (714) 752-8971
4 CLAYSON, ROTHROCK & MANN
5 601 South Main Street
Corona, California 91720
6 Telephone: (714) 737-1910
7 Attorneys for Plaintiff

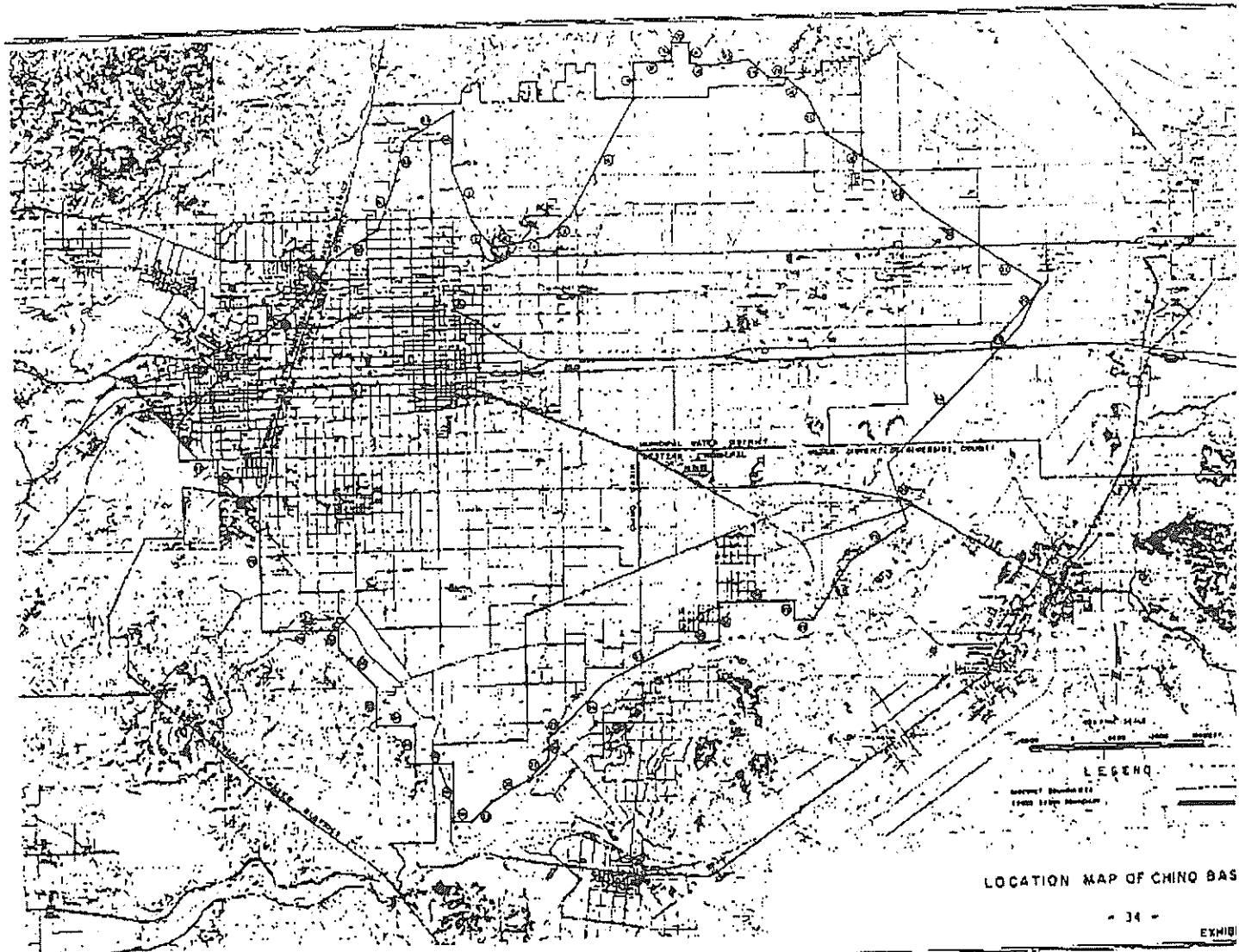
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9 SUPERIOR COURT OF THE STATE OF CALIFORNIA

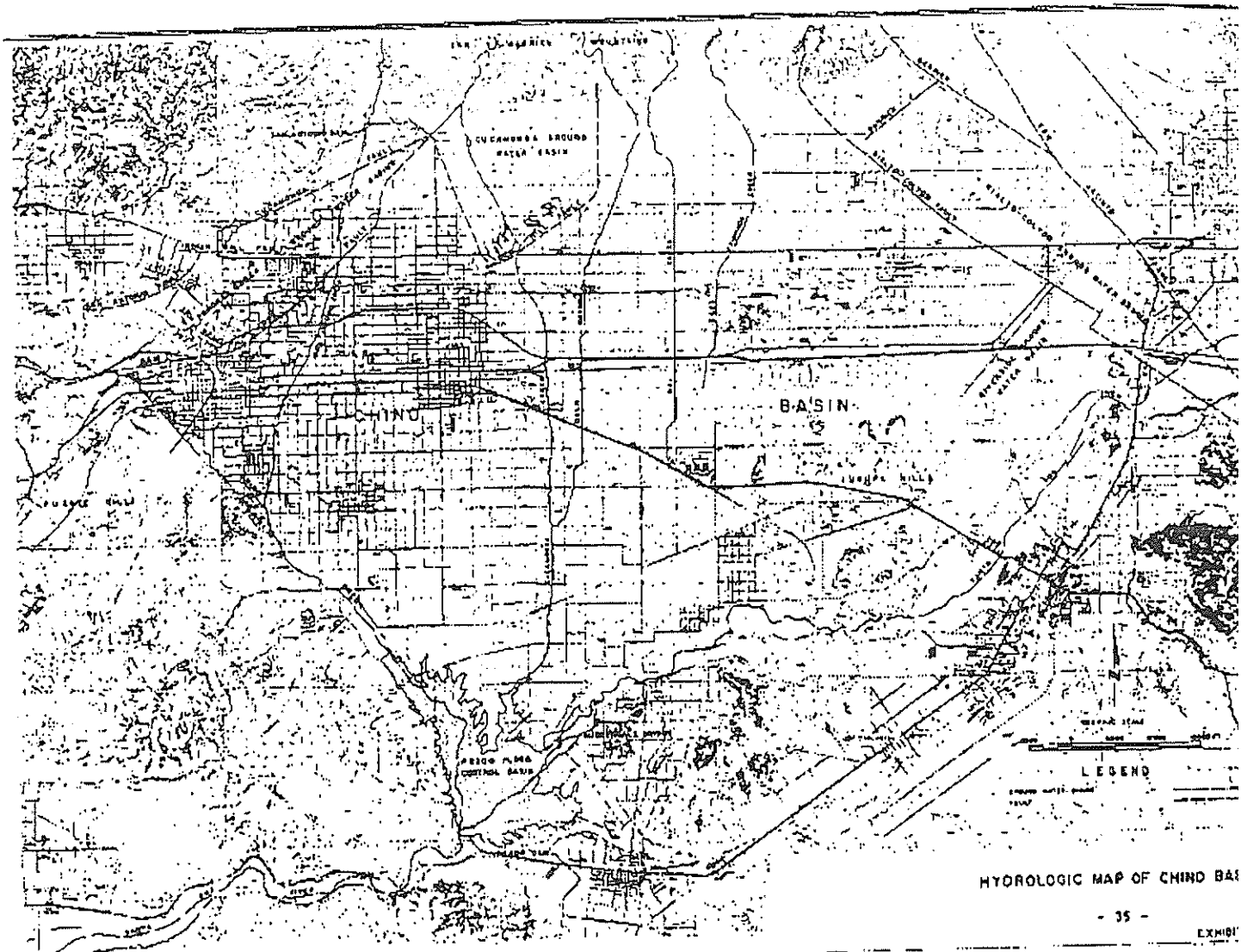
10 FOR THE COUNTY OF SAN BERNARDINO

11
12 CHINO BASIN MUNICIPAL WATER)
13 DISTRICT,)
Plaintiff,)
14 v.)
15 CITY OF CHINO, et al.)
16 Defendants.)
17)

No. 164327

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19
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21 JUDGMENT
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HYDROLOGIC MAP OF CHINO BASIN

STIPULATING OVERLYING AGRICULTURAL PRODUCERS

1	STATE OF CALIFORNIA	Aphesssetche, Xavier
2	COUNTY OF SAN BERNARDINO	Arena Mutual Water Assn.
3	Abacherli, Dairy, Inc.	Armstrong Nurseries, Inc.
4	Abacherli, Frank	Arretche, Frank
5	Abacherli, Shirley	Arretche, Jean Pierre
6	Abbona, Anna	Arvidson, Clarence F.
7	Abbona, James	Arvidson, Florence
8	Abbona, Jim	Ashley, George W.
9	Abbona, Mary	Ashley, Pearl E.
10	Agliani, Amelia H.	Atlas Farms
11	Agman, Inc.	Atlas Ornamental Iron Works, Inc.
12	Aguerre, Louis B.	Aukeman, Carol
13	Ahmanson Trust Co.	Aukeman, Lewis
14	Akiyama, Shizuye	Ayers, Kenneth C., aka
15	Akiyama, Tomoo	Kelley Ayers
16	Akkerman, Dave	Bachoc, Raymond
17	Albers, J.N.	Baldwin, Edgar A.
18	Albers, Nellie	Baldwin, Lester
19	Alewyn, Jake J.	Banbury, Carolyn
20	Alewyn, Normalee	Bangma Dairy
21	Alger, Mary D.	Bangma, Arthur
22	Alger, Raymond	Bangma, Ida
23	Allen, Ben F.	Bangma, Martin
24	Allen, Jane F.	Bangma, Sam
25	Alta-Dena Dairy	Barba, Anthony B.
26	Anderson Farms	Barba, Frank
27	Anguiano, Sarah L.S.	Barcellos, Joseph
28	Anker, Gus	Barnhill, Maurine W.

EXHIBIT "C"

1	Barnhill, Paul	Boersma, Angie
2	Bartel, Dale	Boersma, Berdina
3	Bartel, Ursula	Boersma, Frank
4	Bartel, Willard	Boersma, Harry
5	Barthelemy, Henry	Boersma, Paul
6	Barthelemy, Roland	Boersma, Sam
7	Bassler, Donald V., M.D.	Boersma, William L.
8	Bates, Lowell R.	Bohlander & Holmes, Inc.
9	Bates, Mildred L.	Bokma, Peter
10	Beahm, James W.	Bollema, Jacob
11	Beahm, Joan M.	Boonstoo, Edward
12	Bekendam, Hank	Bootsma, Jim
13	Bekendam, Pete	Borba, Dolene
14	Bello, Eugene	Borba, Dolores
15	Bello, Olga	Borba, Emily
16	Beltman, Evelyn	Borba, George
17	Beltman, Tony	Borba, John
18	Bergquist Properties, Inc.	Borba, John & Sons
19	Bevacqua, Joel A.	Borba, John Jr.
20	Bevacqua, Marie B.	Borba, Joseph A.
21	Bidart, Bernard	Borba, Karen E.
22	Bidart, Michael J.	Borba, Karen M.
23	Binnell, Wesley	Borba, Pete, Estate of
24	Black, Patricia E.	Borba, Ricci
25	Black, Victor	Borba, Steve
26	Bodger, John & Sons Co.	Borba, Tom
27	Boer, Adrian	Bordisso, Alleck
28	Boersma and Wind Dairy	Borges, Angelica M.

EXHIBIT "C"

1	Borges, Bernadette	Bothof, Roger W.
2	Borges, John O.	Bouma, Cornie
3	Borges, Linda L.	Bouma, Emma
4	Borges, Manual Jr.	Bouma, Henry P.
5	Borges, Tony	Bouma, Martin
6	Bos, Aleid	Bouma, Peter G. & Sons Dairy
7	Bos, Gerrit	Bouma, Ted
8	Bos, John	Bouman, Helen
9	Bos, John	Bouman, Sam
10	Bos, Margaret	Bower, Mabel E.
11	Bos, Mary	Boys Republic
12	Bos, Mary Beth	Breedyk, Arie
13	Bos, Tony	Breedyk, Jessie
14	Bosch, Henrietta	Briano Brothers
15	Bosch, Peter T.	Briano, Albert
16	Boschma, Betty	Briano, Albert Trustee for
17	Boschma, Frank	Briano, Albert Frank
18	Boschma, Greta	Briano, Lena
19	Boschma, Henry	Brink, Russell N.
20	Bosma, Dick	Brinkerhoff, Margaret
21	Bosma, Florence G.	Brinkerhoff, Robert L.
22	Bosma, Gerrit	Britschgi, Florence
23	Bosma, Jacob J.	Britschgi, Magdalena Garetto
24	Bosma, Jeanette Thea	Britschgi, Walter P.
25	Bosman, Frank	Brommer, Marvin
26	Bosman, Nellie	Brookside Enterprizes, dba
27	Bosnyak, Goldie M.	Brookside Vineyard Co.
28	Bosnyak, Martin	Brothers Three Dairy

EXHIBIT "C"

1	Brown, Eugene	Chino Corona Investment
2	Brun, Martha M.	Chino Water Co.
3	Brun, Peter Robert	Christensen, Leslie
4	Buma, Duke	Christensen, Richard G.
5	Buma, Martha	Christian, Ada R.
6	Bunse, Nancy	Christian, Harold F.
7	Bunse, Ronnie L.	Christy, Ella J.
8	Caballero, Bonnie L.	Christy, Ronald S.
9	Caballero, Richard F.	Cihigoyenetché, Jean
10	Cable Airport Inc.	Cihigoyenetché, Leona
11	Cadlini, Donald	Cihigoyenetché, Martin
12	Cadlini, Jesse R.	Clarke, Arthur B.
13	Cadlini, Marie Edna	Clarke, Nancy L.
14	Cambio, Anna	Clarke, Phyllis J.
15	Cambio, Charles, Estate of	Coelho, Isabel
16	Cambio, William V.	Coelho, Joe A. Jr.
17	Cardoza, Florence	Collins, Howard E.
18	Cardoza, Olivi	Collins, Judith F.
19	Cardoza, Tony	Collinsworth, Ester L.
20	Carnesi, Tom	Collinsworth, John E.
21	Carver, Robt M., Trustee	Collinsworth, Shelby
22	Cauffman, John R.	Cone Estate (05-2-00648/649)
23	Chacon Bros.	Consolidated Freightways Corp.
24	Chancon, Elvera P.	of Delaware
25	Chacon, Joe M.	Corona Farms Co.
26	Chacon, Robert M.	Corra, Rose
27	Chacon, Virginia L.	Costa, Dimas S.
28	Chez, Joseph C.	Costa, Laura

EXHIBIT "C"

1	Costa, Myrtle	De Boer, L.H.
2	Costamagna, Antonio	De Boer, Sidney
3	Costamagna, Joseph	De Bos, Andrew
4	Cousyn, Claus B.	De Graaf, Anna Mae
5	Cramer, Carole F.	De Graaf, Gerrit
6	Cramer, William R.	De Groot, Dick
7	Crossroads Auto Dismantlers, Inc.	De Groot, Dorothy
8	Crouse, Beatrice I.	De Groot, Ernest
9	Crouse, Roger	De Groot, Henrietta
10	Crowley, Juanita C.	De Groot, Jake
11	Crowley, Ralph	De Groot, Pete Jr.
12	Cucamonga Vintners	De Haan, Bernadene
13	D'Astici, Teresa	De Haan, Henry
14	Da Costa, Cecilia B.	De Hoog, Adriana
15	Da Costa, Joaquim F.	De Hoog, Joe
16	Daloisio, Norman	De Hoog, Martin
17	De Berard Bros.	De Hoog, Martin L.
18	De Berard, Arthur, Trustee	De Hoog, Mitch
19	De Berard, Charles	De Hoog, Tryntje
20	De Berard, Chas., Trustee	De Jager, Cobi
21	De Berard, Helan J.	De Jager, Edward D.
22	De Berard, Robert	De Jong Brothers Dairy
23	De Berard, Robert Trustee	De Jong, Cornelis
24	De Bie, Adrian	De Jong, Cornelius
25	De Bie, Henry	De Jong, Grace
26	De Bie, Margaret M.	De Jong, Jake
27	De Bie, Marvin	De Jong, Lena
28	De Boer, Fred	De Leeuw, Alice

EXHIBIT "C"

1	De Leeuw, Sam	Dirkse, Catherine
2	De Soete, Agnes	Dirkse, Charles C.
3	De Soete, Andre	Dixon, Charles E.
4	De Vries, Abraham	Dixon, Geraldine A.
5	De Vries, Case	Doesberg, Hendrica
6	De Vries, Dick	Doesburg, Theodorus, P.
7	De Vries, Evelyn	Dolan, Marion
8	De Vries, Henry, Estate of	Dolan, Michael H.
9	De Vries, Hermina	Dominguez, Helen
10	De Vries, Jack H.	Dominguez, Manual
11	De Vries, Jane	Donkers, Henry A.
12	De Vries, Janice	Donkers, Nellie G.
13	De Vries, John	Dotta Bros.
14	De Vries, John J.	Douma Brothers Dairy
15	De Vries, Neil	Douma, Betty A.
16	De Vries, Ruth	Douma, Fred A.
17	De Vries, Theresa	Douma, Hendrika
18	De Wit, Gladys	Douma, Herman G.
19	De Wit, Peter S.	Douma, Narleen J.
20	De Wyn, Evert	Douma, Phillip M.
21	De Zoete, Hattie V.	Dow Chemical Co.
22	Do Zoete, Leo A.	Dragt, Rheta
23	Decker, Hallie	Dragt, William
24	Decker, Henry A.	Driftwood Dairy Farm
25	Demmer, Ernest	Droogh, Case
26	Di Carlo, Marie	Duhalde, Marian
27	Di Carlo, Victor	Duhalde, Lauren
28	Di Tommaso, Frank	Dults, Henrietta

EXHIBIT "C"

1	Duits, John	Excelsior Farms
		F.D.I.C.
2	Dunlap, Edna Kraemer,	Fagundes, Frank M.
3	Estate of	Fagundes, Mary
4	Durrington, Glen	Fernandes, Joseph Jr.
5	Durrington, William F.	Fernandes, Velma C.
6	Dusi, John Sr.	Ferraro, Ann
7	Dykstra, Dick	Ferreira, Frank J.
8	Dykstra, John	Ferreira, Joe C. Jr.
9	Dykstra, John & Sons	Ferreira, Narcie
10	Dykstra, Wilma	Fillippi, J. Vintage Co.
11	Dyt, Cor	Filippi, Joseph
12	Dyt, Johanna	Filippi, Joseph A.
13	E and S Grape Growers	Filippi, Mary E.
14	Eaton, Thomas, Estate of	Fitzgerald, John R.
15	Echeverria, Juan	Flameling Dairy Inc.
16	Echeverria, Carlos	Flamingo Dairy
17	Echeverria, Pablo	Foss, Douglas E.
18	Eilers, E. Myrle	Foss, Gerald R.
19	Eilers, Henry W.	Foss, Russel
20	El Prado Golf Course	Fred & John Troost No. 1 Inc.
21	Ellsworth, Rex C.	Fred & Maynard Troost No. 2 Inc.
22	Engelsma, Jake	Freitas, Beatriz
23	Engelsma, Susan	Freitas, Tony T.
24	Escojeda, Henry	Gakle, Louis L.
25	Etiwanda Grape Products Co.	Galleano Winery, Inc.
26	Euclid Ave. Investment One	Galleano, Bernard D.
27	Euclid Ave. Investment Four	Galleano, D.
28	Euclid Ave. Three Investment	Galleano, Mary M.

EXHIBIT "C"

1	Garcia, Pete	Hansen, Raymond F.
2	Gardner, Leland V.	Hanson, Ardeth W.
3	Gardner, Lola M.	Harada, James T.
4	Garrett, Leonard E.	Harada, Violet A.
5	Garrett, Patricia T.	Haringa, Earl and Sons
6	Gastelluberry, Catherine	Haringa, Herman
7	Gastelluberry, Jean	Haringa, Rudy
8	Gilstrap, Glen E.	Haringa, William
9	Gilstrap, Marjorie J.	Harper, Cecilia de Mille
10	Godinho, John	Harrington, Winona
11	Godinho, June	Harrison, Jacqueline A.
12	Gonsalves, Evelyn	Hatanaka, Kenichi
13	Gonsalves, John	Heida, Annie
14	Gorzeman, Geraldine	Heida, Don
15	Gorzeman, Henry A.	Heida, Jim
16	Gorzeman, Joe	Heida, Sam
17	Govea, Julia	Helms, Addison D.
18	Goyenette, Albert	Helms, Irma A.
19	Grace, Caroline E.	Hermans, Alma I.
20	Grace, David J.	Hermans, Harry
21	Gravatt, Glenn W.	Hettinga, Arthur
22	Gravatt, Sally Mae	Hettinga, Ida
23	Greydanus Dairy, Inc.	Hettinga, Judy
24	Greydanus, Rena	Hettinga, Mary
25	Griffin Development Co.	Hettinga, Wilbur
26	Haagsma, Dave	Heublein, Inc., Grocery Products
27	Haagsma, John	Group
28	Hansen, Mary D.	Hibma, Catherine M.

EXHIBIT "C"

1	Hibma, Sidney	Hohberg, Harold C.
2	Hicks, Kenneth I.	Hohberg, Harold W.
3	Hicks, Minnie M.	Holder, Arthur B.
4	Higgins Brick Co.	Holder, Dorothy F.
5	Highstreet, Alfred V.	Holmes, A. Lee
6	Highstreet, Evada V.	Holmes, Frances P.
7	Hilarides, Bertha as Trustee	Hoogeboom, Gertrude
8	Hilarides, Frank	Hoogeboom, Pete
9	Hilarides, John as Trustee	Hoogendam, John
10	Hindelang, Tillie	Hoogendam, Tena
11	Hindelang, William	Houssels, J. K. Thoroughbred
12	Hobbs, Bonnie C.	Farm
13	Hobbs, Charles W.	Hunt Industries
14	Hobbs, Hazel I.	Idsinga, Ann
15	Hobbs, Orlo M.	Idsinga, William W.
16	Hoekstra, Edward	Imbach Ranch, Inc.
17	Hoekstra, George	Imbach, Kenneth E.
18	Hoekstra, Grace	Imbach, Leonard K.
19	Hoekstra, Louie	Imbach, Oscar K.
20	Hofer, Paul B.	Imbach, Ruth M.
21	Hofer, Phillip F.	Indaburu, Jean
22	Hofstra, Marie	Indaburu, Marceline
23	Hogeboom, Jo Ann M.	Iseli, Kurt H.
24	Hogeboom, Maurice D.	Ito, Kow
25	Hogg, David V.	J & B Dairy Inc.
26	Hogg, Gene P.	Jaques, Johnny C. Jr.
27	Hogg, Warren G.	Jaques, Mary
28	Hohberg, Edith J.	Jaques, Mary Lou

EXHIBIT "C"

1	Jay Em Bee Farms	Knevelbaard, John
2	Johnson Bro's Egg Ranches, Inc.	Knudsen, Ejnar
3	Johnston, Ellwood W.	Knudsen, Karen M.
4	Johnston, George F. Co.	Knudsen, Kenneth
5	Johnston, Judith H.	Knudson, Robert
6	Jones, Leonard P.	Knudson, Darlene
7	Jongsma & Sons Dairy	Koel, Helen S.
8	Jongsma, Diana A.	Koetsier, Gerard
9	Jongsma, Dorothy	Koetsier, Gerrit J.
10	Jongsma, George	Koetsier, Jake
11	Jongsma, Harold	Koning, Fred W.
12	Jongsma, Henry	Koning, Gloria
13	Jongsma, John	Koning, J. W. Estate
14	Jongsma, Nadine	Koning, James A.
15	Jongsma, Tillie	Koning, Jane
16	Jordan, Marjorie G.	Koning, Jane C.
17	Jordan, Troy O.	Koning, Jennie
18	Jorritsma, Dorothy	Koning, John
19	Juliano, Albert	Koning, Victor A.
20	Kamper, Cornelis	Kooi Holstein Corporation
21	Kamstra, Wilbert	Koolhaas, Kenneth E.
22	Kaplan, Lawrence J.	Koolhaas, Simon
23	Kasbergen, Martha	Koolhaas, Sophie Grace
24	Kasbergen, Neil	Koopal, Grace
25	Kazian, Angelen Estate of	Koopal, Silas
26	Kingsway, Const. Corp.	Koopman, Eka
27	Klapps Market	Koopman, Gene T.
28	Kline, James K.	Koopman, Henry G.

EXHIBIT "C"

1	Koopman, Ted	Leck, Arthur A.
2	Koopman, Tena	Leck, Evelyn M.
3	Koot, Nick	Lee, Harold E.
4	Koster, Aart	Lee, Helen J.
5	Koster, Frances	Lee, Henrietta C.
6	Koster, Henry B.	Lee, R. T. Construction Co.
7	Koster, Nellie	Lekkerkerk, Adriana
8	Kroes, Jake R.	Lekkerkerk, L. M.
9	Kroeze, Bros	Lekkerkerker, Nellie
10	Kroeze, Calvin E.	Lekkerkerker, Walt
11	Kroeze, John	Lewis Homes of California
12	Kroeze, Wesley	Livingston, Dorothy M.
13	Kruckenbergl, Naomi	Livingston, Rex E.
14	Kruckenbergl, Perry	Lokey, Rosemary Kraemer
15	L. D. S. Welfare Ranch	Lopes, Candida A.
16	Labrucherie, Mary Jane	Lopes, Antonio S.
17	Labrucherie, Raymond F.	Lopez, Joe D.
18	Lako, Samuel	Lourenco, Carlos, Jr.
19	Landman Corp.	Lourenco, Carmelina P.
20	Lanting, Broer	Lourenco, Jack C.
21	Lanting, Myer	Lourenco, Manual H.
22	Lass, Jack	Lourenco, Mary
23	Lass, Sandra L.	Lourenco, Mary
24	Lawrence, Cecelia, Estate of	Luiten, Jack
25	Lawrence, Joe H., Estate of	Luiz, John M.
26	Leal, Bradley W.	Luna, Christine I.
27	Leal, John C.	Luna, Ruben T.
28	Leal, John Craig	Lusk, John D. and Sons

EXHIBIT "C" A California corporation

1	Lyon, Gregory E.	Mickel, Louise
2	Lyon, Paula E.	Miersma, Dorothy
3	M & W Co. #2	Meirsma, Harry C.
4	Madole, Betty M.	Minaberry, Arnaud
5	Madole, Larry B.	Minaberry, Marie
6	Marquez, Arthur	Mistretta, Frank J.
7	Marquine, Jean	Mocho and Plaa Inc.
8	Martin, Lelon O.	Mocho, Jean
9	Martin, Leon O.	Mocho, Noeline
10	Martin, Maria D.	Modica, Josephine
11	Martin, Tony J.	Montes, Elizabeth
12	Martins, Frank	Montes, Joe
13	Mathias, Antonio	Moons, Beatrice
14	Mc Cune, Robert M.	Moons, Jack
15	Mc Masters, Gertrude	Moramarco, John A. Enterprise
16	Mc Neill, J. A.	Moreno, Louis W.
17	Mc Neill, May F.	Moss, John R.
18	Mees, Leon	Motion Pictures Associates, Inc.
19	Mello and Silva Dairy	Moynier, Joe
20	Mello and Sousa Dairy	Murphy, Frances V.
21	Mello, Emilia	Murphy, Myrl L.
22	Mello, Enos C.	Murphy, Naomi
23	Mello, Mercedes	Nanne, Martin Estate of
24	Mendiondo, Catherine	Nederend, Betty
25	Mendiondo, Dominique	Nederend, Hans
26	Meth. Hosp. - Sacramento	Norfolk, James
27	Metzger, R. S.	Norfolk, Martha
28	Metzger, Winifred	Notrica, Louis

EXHIBIT "C"

1	Nyberg, Lillian N.	Ormonde, Viva
2	Nyenhuis, Annie	Ortega, Adeline B.
3	Nyenhuis, Jim	Ortega, Bernard Dino
4	Occidental Land Research	Osterkamp, Joseph S.
5	Okumura, Marion	Osterkamp, Margaret A.
6	Okumura, Yuiche	P I E Water Co.
7	Oldengarm, Effie	Palmer, Eva E.
8	Oldengarm, Egbert	Palmer, Walter E.
9	Oldengarm, Henry	Parente, Luis S.
10	Oliviera, Manuel L.	Parente, Mary Borba
11	Oliviera, Mary M.	Parks, Jack B.
12	Olson, Albert	Parks, Laura M.
13	Oltmans Construction Co.	Patterson, Lawrence E. Estate of
14	Omlin, Anton	Payne, Clyde H.
15	Omlin, Elsie L.	Payne, Margo
16	Ontario Christian School Assn.	Pearson, Athelia K.
17	Oord, John	Pearson, William C.
18	Oostdam, Jacoba	Pearson, William G.
19	Oostdam, Pete	Pene, Robert
20	Oosten, Agnes	Perian, Miller
21	Oosten, Anthonia	Perian, Ona E.
22	Oosten, Caroline	Petrissans, Deanna
23	Oosten, John	Petrissans, George
24	Oosten, Marinus	Petrissans, Jean P.
25	Oosten, Ralph	Petrissans, Marie T.
26	Orange County Water District	Pickering, Dora M.
27	Ormonde, Manuel	(Mrs. A. L. Pickering)
28	Ormonde, Pete, Jr.	Pierce, John

EXHIBIT "C"

1	Pierce, Sadie	Righetti, A. T.
2	Pietszak, Sally	Riley, George A.
3	Pine, Joe	Riley, Helen C.
4	Pine, Virginia	Robbins, Jack K.
5	Pires, Frank	Rocha, John M.
6	Pires, Marie	Rocha, Jose C.
7	Plaa, Jeanne	Rodrigues, John
8	Plaa, Michel	Rodrigues, Manuel
9	Plantenga, Agnes	Rodrigues, Manuel, Jr.
10	Plantenga, George	Rodrigues, Mary L.
11	Poe, Arlo D.	Rodriguez, Daniel
12	Pomona Cemetery Assn.	Rogers, Jack D.
13	Porte, Cecelia, Estate of	Rohrer, John A.
14	Porte, Garritt, Estate of	Rohrer, Theresa D.
15	Portsmouth, Vera McCarty	Rohrs, Elizabeth H.
16	Ramella, Mary M.	Rossetti, M. S.
17	Ramirez, Concha	Roukema, Angeline
18	Rearick, Hildegard H.	Roukema, Ed.
19	Rearick, Richard R.	Roukema, Nancy
20	Reinalda, Clarence	Roukema, Siebren
21	Reitsma, Greta	Ruderian, Max J.
22	Reitsma, Louis	Russell, Fred J.
23	Rice, Bernice	Rusticus, Ann
24	Rice, Charlie E.	Rusticus, Charles
25	Richards, Karin	Rynsburger, Arie
26	(Mrs. Ronnie Richards)	Rynsburger, Berdena, Trust
27	Richards, Ronald L.	Rynsburger, Joan Adele
28	Ridder, Jennie Wassenaar	Rynsburger, Thomas

EXHIBIT "C"

1	S. P. Annex, Inc.	Scott, Frances M.
2	Salisbury, Elinor J.	Scott, Linda F.
3	Sanchez, Edmundo	Scott, Stanley A.
4	Sanchez, Margarita O.	Scritsmier, Lester J.
5	Santana, Joe Sr.	Serl, Charles A.
6	Santana, Palmira	Serl, Rosalie P.
7	Satragni, John B. Jr.	Shady Grove Dairy, Inc.
8	Scaramella, George P.	Shamel, Burt A.
9	Schaafsma Bros.	Shelby, Harold E.
10	Schaafsma, Jennie	Shelby, John A.
11	Schaafsma, Peter	Shelby, Velma M.
12	Schaafsma, Tom	Shelton, Alice A.
13	Schaap, Andy	Sherwood, Robert W.
14	Schaap, Ids	Sherwood, Sheila J.
15	Schaap, Maria	Shue, Eva
16	Schacht, Sharon C.	Shue, Gilbert
17	Schakel, Audrey	Sieperda, Anne
18	Schakel, Fred	Sieperda, James
19	Schmid, Olga	Sigrist, Hans
20	Schmidt, Madeleine	Sigrist, Rita
21	Schoneveld, Evert	Silveira, Arline L.
22	Schoneveld, Henrietta	Silveira, Frank
23	Schoneveld, John	Silveira, Jack
24	Schoneveld, John Allen	Silveira, Jack P. Jr.
25	Schug, Donald E.	Simas, Dolores
26	Schug, Shirley A.	Simas, Joe
27	Schuh, Bernatta M.	Singleton, Dean
28	Schuh, Harold H.	Singleton, Elsie R.

EXHIBIT "C"

1	Sinnott, Jim	Staal, John
2	Sinnott, Mildred B.	Stahl, Zippora P.
3	Slegers, Dorothy	Stampfl, Berta
4	Slegers, Hubert J.	Stampfl, William
5	Slegers, Jake	Stanley, Robert E.
6	Slegers, Jim	Stark, Everett
7	Slegers, Lenwood M.	Stellingwerf, Andrew
8	Slegers, Martha	Stellingwerf, Henry
9	Slegers, Tesse J.	Stellingwerf, Jenette
10	Smith, Edward S.	Stellingwerf, Shana
11	Smith, Helen D.	Stellingwerf, Stan
12	Smith, James E.	Stelzer, Mike C.
13	Smith, Keith J.	Sterk, Henry
14	Smith, Lester W.	Stiefel, Winifred
15	Smith, Lois Maxine	Stiefel, Jack D.
16	Smith, Marjorie W.	Stigall, Richard L.
17	Soares, Eva	Stigall, Vita
18	Sogioka, Mitsuyoshi	Stockman's Inn
19	Sogioka, Yoshimato	Stouder, Charlotte A.
20	Sousa, Sam	Stouder, William C.
21	Southern Pacific Land Co.	Struikmans, Barbara
22	Southfield, Eddie	Struikmans, Gertie
23	Souza, Frank M.	Struikmans, Henry Jr.
24	Souza, Mary T.	Struikmans, Henry Sr.
25	Spickerman, Alberta	Struikmans, Nellie
26	Spickerman, Florence	Swager, Edward
27	Spickerman, Rudolph	Swager, Gerben
28	Spyksma, John	Swager, Johanna

EXHIBIT "C"

1	Swager, Marion	Terpstra, Theodore G.
2	Swierstra, Donald	Teune, Tony
3	Swierstra, Fanny	Teunissen, Bernard
4	Sybrandy, Ida	Teunissen, Jane
5	Sybrandy, Simon	Thomas, Ethel M.
6	Sytsma, Albert	Thommen, Alice
7	Sytsma, Edith	Thommen, Fritz
8	Sytsma, Jennie	Tillema, Allie
9	Sytsma, Louie	Tillema, Harold
10	Te Velde, Agnes	Tillema, Klaas D.
11	Te Velde, Bay	Timmons, William R.
12	Te Velde, Bernard A.	Tollerup, Barbara
13	Te Velde, Bonnie	Tollerup, Harold
14	Te Velde, Bonnie G.	Trapani, Louis A.
15	Te Velde, George	Trimlett, Arlene R.
16	Te Velde, George, Jr.	Trimlett, George E.
17	Te Velde, Harm	Tristant, Pierre
18	Te Velde, Harriet	Tuinhout, Ale
19	Te Velde, Henry J.	Tuinhout, Harry
20	Te Velde, Jay	Tuinhout, Hilda
21	Te Velde, Johanna	Tuls, Elizabeth
22	Te Velde, John H.	Tuls, Jack S.
23	Te Velde, Ralph A.	Tuls, Jake
24	Te Velde, Zwaantina, Trustee	Union Oil Company of California
25	Ter Maaten, Case	United Dairyman's Co-op.
26	Ter Maaten, Cleone	Urquhart, James G.
27	Ter Maaten, Steve	Usle, Cathryn
28	Terpstra, Carol	Usle, Faustino

EXHIBIT "C"

1	V & Y Properties	Van Hofwegen, Clara
2	Vaile, Beryl M.	Van Hofwegen, Jessie
3	Valley Hay Co.	Van Klaveren, A.
4	Van Beek Dairy Inc.	Van Klaveren, Arie
5	Van Canneyt Dairy	Van Klaveren, Wilhelmina
6	Van Canneyt, Maurice	Van Klaveren, William
7	Van Canneyt, Wilmer	Van Leeuwen, Arie C.
8	Van Dam, Bas	Van Leeuwen, Arie C.
9	Van Dam, Isabelle	Van Leeuwen, Arlan
10	Van Dam, Nellie	Van Leeuwen, Clara G.
11	Van Den Berg, Gertrude	Van Leeuwen, Cornelia L.
12	Van Den Berg, Joyce	Van Leeuwen, Harriet
13	Van Den Berg, Marinus	Van Leeuwen, Jack
14	Van Den Berg, Marvin	Van Leeuwen, John
15	Van Der Linden, Ardith	Van Leeuwen, Letie
16	Van Der Linden, John	Van Leeuwen, Margie
17	Van Der Linden, Stanley	Van Leeuwen, Paul
18	Van Der Veen, Kenneth	Van Leeuwen, William A.
19	Van Diest, Anna T.	Van Ravenswaay, Donald
20	Van Diest, Cornelius	Van Ryn Dairy
21	Van Diest, Ernest	Van Ryn, Dick
22	Van Diest, Rena	Van Surksum, Anthonetta
23	Van Dyk, Bart	Van Surksum, John
24	Van Dyk, Jeanette	Van Veen, John
25	Van Foeken, Martha	Van Vliet, Effie
26	Van Foeken, William	Van Vliet, Hendrika
27	Van Hofwegen, Steve	Van Vliet, Hugo
28	Van Hofwegen, Adrian A.	Van Vliet, Klaas

EXHIBIT "C"

1	Vande Witte, George	Vander Laan, Katie
2	Vanden Berge, Gertie	Vander Laan, Martin Jr.
3	Vanden Berge, Gertie	Vander Laan, Tillie
4	Vanden Berge, Jack	Vander Leest, Anna
5	Vanden Berge, Jake	Vander Leest, Ann
6	Vanden Brink, Stanley	Vander Meer, Alice
7	Vander Dussen, Agnes	Vander Meer, Dick
8	Vander Dussen, Cor	Vander Poel, Hank
9	Vander Dussen, Cornelius	Vander Poel, Pete
10	Vander Dussen, Edward	Vander Pol, Irene
11	Vander Dussen, Geraldine Marie	Vander Pol, Margie
12	Vander Dussen, James	Vander Pol, Marines
13	Vander Dussen, John	Vander Pol, William P.
14	Vander Dussen, Nelvina	Vander Schaaf, Earl
15	Vander Dussen, Rene	Vander Schaaf, Elizabeth
16	Vander Dussen, Sybrand Jr.	Vander Schaaf, Henrietta
17	Vander Dussen, Sybrand Sr.	Vander Schaaf, John
18	Vander Dussen Trustees	Vander Schaaf, Ted
19	Vander Eyk, Case Jr.	Vander Stelt, Catherine
20	Vander Eyk, Case Sr.	Vander Stelt, Clarence
21	Vander Feer, Peter	Vander Tuig, Arlene
22	Vander Feer, Rieka	Vander Tuig, Sylvester
23	Vander Laan, Ann	Vander Veen, Joe A.
24	Vander Laan, Ben	Vandervlag, Robert
25	Vander Laan, Bill	Vander Zwan, Peter
26	Vander Laan, Corrie	Vanderford, Betty W.
27	Vander Laan, Henry	Vanderford, Claud R.
28	Vander Laan, James	Vanderham, Adrian

EXHIBIT "C"

1	Vanderham, Cornelius	Vestal, J. Howard
2	Vanderham, Cornelius P.	Visser, Gerrit
3	Vanderham, Cory	Visser, Grace
4	Vanderham, E. Jane	Visser, Henry
5	Vanderham, Marian	Visser, Jess
6	Vanderham, Martin	Visser, Louie
7	Vanderham, Pete C.	Visser, Neil
8	Vanderham, Wilma	Visser, Sam
9	Vasquez, Eleanor	Visser, Stanley
10	Veenendaal, Evert	Visser, Tony D.
11	Veenendaal, John H.	Visser, Walter G.
12	Veiga, Dominick, Sr.	Von Der Ahe, Fredric T.
13	Verbree, Jack	Von Euw, George
14	Verbree, Tillie	Von Euw, Majorie
15	Verger, Bert	Von Lusk, a limited partnership
16	Verger, Betty	Voortman, Anna Marie
17	Verhoeven, Leona	Voortman, Edward
18	Verhoeven, Martin	Voortman, Edwin J.
19	Verhoeven, Wesley	Voortman, Gertrude Dena
20	Vermeer, Dick	Wagner, Richard H.
21	Vermeer, Jantina	Walker, Carole R.
22	Vernola Ranch	Walker, Donald E.
23	Vernola, Anthonietta	Walker, Wallace W.
24	Vernola, Anthony	Wardle, Donald M.
25	Vernola, Frank	Warner, Dillon B.
26	Vernola, Mary Ann	Warner, Minnie
27	Vernola, Pat F.	Wassenaar, Peter W.
28	Vestal, Frances Lorraine	Waters, Michael

EXHIBIT "C"

1	Weeda, Adriana	Wiersma, Jake
2	Weeda, Daniel	Wiersma, Otto
3	Weeks, O. L.	Wiersma, Pete
4	Weeks, Verona E.	Winchell, Verne H., Trustee
5	Weidman, Maurice	Wind, Frank
6	Weidman, Virginia	Wind, Fred
7	Weiland, Adaline I.	Wind, Hilda
8	Weiland, Peter J.	Wind, Johanna
9	Wesselink, Jules	Woo, Frank
10	West, Katharine R.	Woo, Sem Gee
11	West, Russel	Wybenga, Clarence
12	West, Sharon Ann	Wybenga, Gus
13	Western Horse Property	Wybenga, Gus K.
14	Westra, Alice	Wybenga, Sylvia
15	Westra, Henry	Wynja, Andy
16	Westra, Hilda	Wynja, Iona F.
17	Westra, Jake J.	Yellis, Mildred
18	Weststeyn, Freida	Yellis, Thomas E.
19	Weststeyn, Pete	Ykema-Harmsen Dairy
20	Whitehurst, Louis G.	Ykema, Floris
21	Whitehurst, Pearl L.	Ykema, Harriet
22	Whitmore, David L.	Yokley, Betty Jo
23	Whitmore, Mary A.	Yokley, Darrell A.
24	Whitney, Adolph M.	Zak, Zan
25	Wiersema, Harm	Zivelonghi, George
26	Wiersema, Harry	Zivelonghi, Margaret
27	Wiersma, Ellen H.	Zwaagstra, Jake
		Zwaagstra, Jessie M.
28	Wiersma, Gladys J.	Zwart, Case

EXHIBIT "C"

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NON-PRODUCER WATER DISTRICTS

Chino Basin Municipal Water District
Chino Basin Water Conservation District
Pomona Valley Municipal Water District
Western Municipal Water District of Riverside County

EXHIBIT "C"

DEFAULTING OVERLYING AGRICULTURAL PRODUCERS

1		
2	Cheryl L. Bain	Roy W. Lantis.
3	Warren Bain	Sharon I. Lantis
4	John M. Barcelona	Frank Lorenz
5	Letty Bassler	Dagney H. MacDonald
6	John Brazil	Frank E. Martin
7	John S. Briano	Ruth C. Martin
8	Lupe Briano	Connie S. Mello
9	Paul A. Briano	Naldiro J. Mello
10	Tillie Briano	Felice Miller
11	Arnie B. Carlson	Ted Miller
12	John Henry Fikse	Masao Nerio
13	Phyllis S. Fikse	Tom K. Nerio
14	Lewellyn Flory	Toyo Nerio
15	Mary I. Flory	Yuriko Nerio
16	L. H. Glazer	Harold L. Rees
17	Dorothy Goodman	Alden G. Rose
18	Sidney D. Goodman	Claude Rouleau, Jr.
19	Frank Grossi	Patricia M. Rouleau
20	Harada Brothers	Schultz Enterprises
21	Ellen Hettinga	Albert Shaw
22	Hein Hettinga	Lila Shaw
23	Dick Hofstra, Jr.	Cathy M. Stewart
24	Benjamin M. Hughey	Marvin C. Stewart
25	Frieda L. Hughey	Betty Ann Stone
26	Guillaume Indart	John B. Stone
27	Ellwood B. Johnston, Trustee	Vantoll Cattle Co., Inc.
28	Perry Kruckenberg, Jr.	Catherine Verburg

EXHIBIT "C"

1 Martin Verburg
2 Donna Vincent
3 Larry Vincent
4 Cliff Wolfe & Associates
5 Ada M. Woll
6 Zarubica Co.

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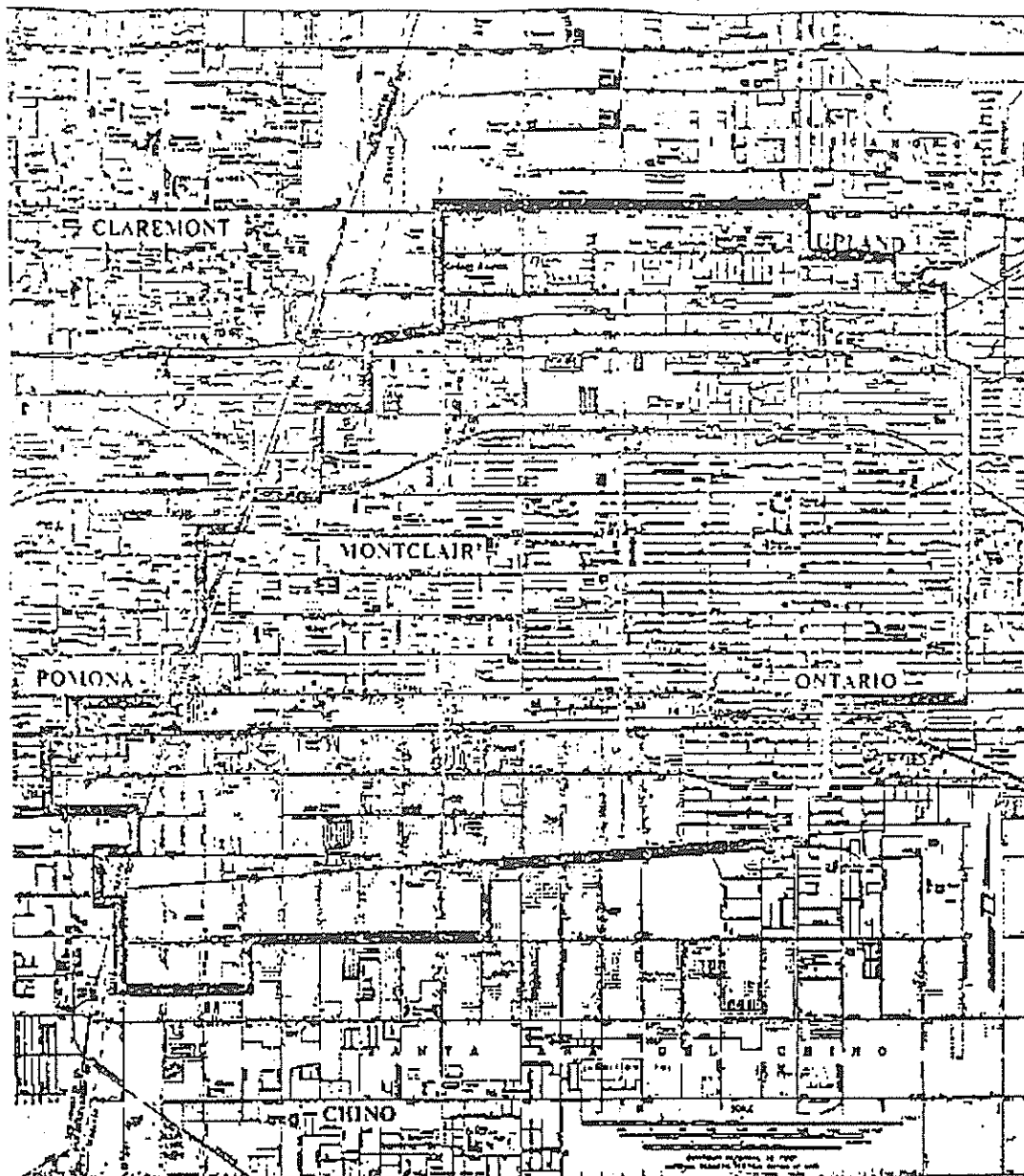
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EXHIBIT "C"



CHINO BASIN
IN LIEU AREA NO. 1

EXHIBIT "J"
-82-

EXHIBIT "D"

OVERLYING NON-AGRICULTURAL RIGHTS

<u>Party</u>	<u>Total Overlying Non-Agricultural Rights (Acre Feet)</u>	<u>Share of Safe Yield (Acre Feet)</u>
Ameron Steel Producers	125	97.858
County Of San Bernardino	171	133.870
Conrock Company	406	317.844
Kaiser Steel Corporation	3,743	2,930.274
Red Star Fertilizer	20	15.657
Southern California Edison Co.	1,255	982.499
Space Center, Mira Loma	133	104.121
Southern Service Co., dba		
Blue Seal Linen	24	18.789
Sunkist, Orange Products Division	2,393	1,873.402
Carlsberg Mobile Home Properties,		
Ltd. '73	593	464.240
Union Carbide Corporation	546	427.446
Quaker Chemical Co.	<u>0</u>	<u>0</u>
Totals	9,409	7,366.00

EXHIBIT "D"

EXHIBIT "E"
APPROPRIATIVE RIGHTS

Party	Appropriative Right (Acre Feet)	Share of Initial Operating Safe Yield (Acre Feet)	Share of Operating Safe Yield (Percent)
City of Chino	5,271.7	3,670.067	6.693
City of Norco	289.5	201.545	0.368
City of Ontario	16,337.4	11,373.816	20.742
City of Pomona	16,110.5	11,215.852	20.454
City of Upland	4,097.2	2,852.401	5.202
Cucamonga County Water District	4,431.0	3,084.786	5.626
Jurupa Community Services District	1,104.1	768.655	1.402
Monte Vista County Water District	5,958.7	4,148.344	7.565
West San Bernardino County Water District	925.5	644.317	1.175
Etiwanda Water Company	768.0	534.668	0.975
Felspar Gardens Mutual Water Company	68.3	47.549	0.087
Fontana Union Water Co.	9,188.3	6,396.736	11.666
Marygold Mutual Water Co.	941.3	655.317	1.195
Mira Loma Water Co.	1,116.0	776.940	1.417
Monte Vista Irr. Co.	972.1	676.759	1.234
Mutual Water Company of Glen Avon Heights	672.2	467.974	0.853
Park Water Company	236.1	164.369	0.300
Pomona Valley Water Co.	3,106.3	2,162.553	3.944
San Antonio Water Co.	2,164.5	2,506.888	2.748
Santa Ana River Water Company	1,869.3	1,301.374	2.373
Southern California Water Company	1,774.5	1,235.376	2.253
West End Consolidated Water Company	1,361.3	947.714	1.728
TOTAL	78,763.8	54,834.000	100.000

EXHIBIT 'E'

1 EXHIBIT "F"
2 OVERLYING (AGRICULTURAL) POOL
3 POOLING PLAN

4 1. Membership in Pool. The State of California and all pro-
5 ducers listed in Exhibit "C" shall be the initial members of this
6 pool, which shall include all producers of water for overlying
7 uses other than industrial or commercial purposes.

8 2. Pool Meetings. The members of the pool shall meet
9 annually, in person or by proxy, at a place and time to be desig-
10 nated by Watermaster for purposes of electing members of the Pool
11 Committee and conducting any other business of the pool. Special
12 meetings of the membership of the pool may be called and held as
13 provided in the rules of the pool.

14 3. Voting. All voting at meetings of pool members shall be
15 on the basis of one vote for each 100 acre feet or any portion
16 thereof of production from Chino Basin during the preceding year,
17 as shown by the records of Watermaster.

18 4. Pool Committee. The Pool Committee for this pool shall
19 consist of not less than nine (9) representatives selected at
20 large by members of the pool. The exact number of members of the
21 Pool Committee in any year shall be as determined by majority vote
22 of the voting power of members of the pool in attendance at the
23 annual pool meeting. Each member of the Pool Committee shall have
24 one vote and shall serve for a two-year term. The members first
25 elected shall classify themselves by lot so that approximately
26 one-half serve an initial one-year term. Vacancies during any
27 term shall be filled by a majority of the remaining members of the
28 Pool Committee.

5. Advisory Committee Representatives. The number of

1 representatives of the Pool Committee on the Advisory Committee
2 shall be as provided in the rules of the pool from time to time
3 but not exceeding ten (10). The voting power of the pool on the
4 Advisory Committee shall be apportioned and exercised as deter-
5 mined from time to time by the Pool Committee.

6 6. Replenishment Obligation. The pool shall provide funds
7 for replenishment of any production by persons other than members
8 of the Overlying (Non-agricultural) Pool or Appropriator Pool, in
9 excess of the pool's share of Safe Yield. During the first five
10 (5) years of operations of the Physical Solution, reasonable
11 efforts shall be made by the Pool Committee to equalize annual
12 assessments.

13 7. Assessments. All assessments in this pool (whether for
14 replenishment water cost or for pool administration or the allo-
15 cated share of Watermaster administration) shall be in an amount
16 uniformly applicable to all production in the pool during the
17 preceding year or calendar quarter. Provided, however, that the
18 Agricultural Pool Committee, may recommend to the Court modifica-
19 tion of the method of assessing pool members, inter se, if the
20 same is necessary to attain legitimate basin management objectives,
21 including water conservation and avoidance of undesirable socio-
22 economic consequences. Any such modification shall be initiated
23 and ratified by one of the following methods:

24 (a) Excess Production. - In the event total pool
25 production exceeds 100,000 acre feet in any year, the Pool
26 Committee shall call and hold a meeting, after notice to all
27 pool members, to consider remedial modification of the
28 assessment formula.

1 (b) Producer Petition. - At any time after the fifth
2 full year of operation under the Physical Solution, a peti-
3 tion by ten percent (10%) of the voting power or membership
4 of the Pool shall compel the holding of a noticed meeting
5 to consider revision of said formula of assessment for re-
6 plenishment water.

7 In either event, a majority action of the voting power in attend-
8 ance at such pool members' meeting shall be binding on the Pool
9 Committee.

10 8. Rules. The Pool Committee shall adopt rules for con-
11 ducting meetings and affairs of the committee and for adminis-
12 tering its program and in amplification of the provisions, but not
13 inconsistent with, this pooling plan.

EXHIBIT "G"
OVERLYING (NON-AGRICULTURAL) POOL
POOLING PLAN

1. Membership in Pool. The initial members of the pool, together with the decreed share of the Safe Yield of each, are listed in Exhibit "D". Said pool includes producers of water for overlying industrial or commercial (non-agricultural) purposes, or such producers within the Pool who may hereafter take water pursuant to Paragraph 8 hereof.

2. Pool Committee. The Pool Committee for this pool shall consist of one representative designated by each member of the pool. Voting on the committee shall be on the basis of one vote for each member, unless a volume vote is demanded, in which case votes shall be allocated as follows:

The volume voting power on the Pool Committee shall be 1,484 votes. Of these, 742 votes shall be allocated on the basis of one vote for each ten (10) acre feet or fraction thereof of decreed shares in Safe Yield. (See Exhibit "D") The remaining 742 votes shall be allocated proportionally on the basis of assessments paid to Watermaster during the preceding year.*

3. Advisory Committee Representatives. At least three (3) members of the Pool Committee shall be designated by said committee to serve on the Advisory Committee. The exact number of such representatives at any time shall be as determined by the Pool Committee. The voting power of the pool shall be exercised in the

*Or production assessments paid under Water Code Section 72140 et seq., as to years prior to the second year of operation under the Physical Solution hereunder.

1 Advisory Committee as a unit, based upon the vote of a majority of
2 said representatives.

3 4. Replenishment Obligation. The pool shall provide funds
4 for replenishment of any production in excess of the pool's share
5 of Safe Yield in the preceding year.

6 5. Assessment. Each member of this pool shall pay an assess-
7 ment equal to the cost of replenishment water times the number of
8 acre feet of production by such producer during the preceding year
9 in excess of (a) his decreed share of the Safe Yield, plus (b) any
10 carry-over credit under Paragraph 7 hereof. In addition, the cost
11 of the allocated share of Watermaster administration expense shall
12 be recovered on an equal assessment against each acre foot of
13 production in the pool during such preceding fiscal year or calen-
14 dar quarter; and in the case of Pool members who take substitute
15 ground water as set forth in Paragraph 8 hereof, such producer
16 shall be liable for its share of administration assessment, as if
17 the water so taken were produced, up to the limit of its decreed
18 share of Safe Yield.

19 6. Assignment. Rights herein decreed are appurtenant to the
20 land and are only assignable with the land for overlying use
21 thereon; provided, however, that any appropriator who may, directly
22 or indirectly, undertake to provide water service to such overlying
23 lands may, by an appropriate agency agreement on a form approved by
24 Watermaster, exercise said overlying right to the extent, but only
25 to the extent necessary to provide water service to said overlying
26 lands.

27 7. Carry-over. Any member of the pool who produces less
28 than its assigned water share of Safe Yield may carry such unexercised

1 right forward for exercise in subsequent years. The first water
2 produced during any such subsequent year shall be deemed to be an
3 exercise of such carry-over right. In the event the aggregate
4 carry-over by any pool member exceeds its share of Safe Yield, such
5 member shall, as a condition of preserving such surplus carry-over,
6 execute a storage agreement with Watermaster.

7 8. Substitute Supplies. To the extent that any Pool member,
8 at the request of Watermaster and with the consent of the Advisory
9 Committee, takes substitute surface water in lieu of producing
10 ground water otherwise subject to production as an allocated share
11 of Safe Yield, said party shall nonetheless remain a member of this
12 Pool.

13 9. Rules. The Pool Committee shall adopt rules for adminis-
14 tering its program and in amplification of the provisions, but not
15 inconsistent with, this pooling plan.

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EXHIBIT "G"

EXHIBIT "H"
APPROPRIATIVE POOL
POOLING PLAN

1. Qualification for Pool. Any city, district or other public entity and public utility -- either regulated under Public Utilities Commission jurisdiction, or exempt therefrom as a non-profit mutual water company (other than those assigned to the Overlying (Agricultural) Pool) -- shall be a member of this pool. All initial members of the pool are listed in Exhibit "E", together with their respective appropriative rights and acre foot allocation and percentage shares of the initial and subsequent Operating Safe Yield.

2. Pool Committee. The Pool Committee shall consist of one (1) representative appointed by each member of the Pool.

3. Voting. The total voting power on the Pool Committee shall be 1,000 votes. Of these, 500 votes shall be allocated in proportion to decreed percentage shares in Operating Safe Yield. The remaining 500 votes shall be allocated proportionally on the basis of assessments paid to Watermaster during the preceding year.* Routine business of the Pool Committee may be conducted on the basis of one vote per member, but upon demand of any member a weighted vote shall be taken. Affirmative action of the Committee shall require a majority of the voting power of members in attendance, provided that it includes concurrence by at least one-third of its total members.

4. Advisory Committee Representatives. Ten (10) members of

*Or production assessments paid under Water Code Section 72140 et seq., as to years prior to the second year of operation under the Physical Solution hereunder.

1 the Pool Committee shall be designated to represent this pool on
2 the Advisory Committee. Each major appropriator, i.e., the owner
3 of an adjudicated appropriative right in excess of 3,000 acre feet,
4 shall be entitled to one representative. The remaining members
5 representing the Appropriative Pool on the Advisory Committee shall
6 be elected at large by the remaining members of the pool. The
7 voting power of the Appropriative Pool on the Advisory Committee
8 shall be apportioned between the major appropriator representatives
9 in proportion to their respective voting power in the Pool Comm-
10 ittee. The remaining two representatives shall exercise equally
11 the voting power proportional to the Pool Committee voting power
12 of all remaining appropriators; provided, however, that if any
13 representative fails to attend an Advisory Committee meeting, the
14 voting power of that representative shall be allocated among the
15 representatives of the Appropriator Pool in attendance in the same
16 proportion as their own respective voting powers.

17 5. Replenishment Obligation. The pool shall provide funds
18 for purchase of replenishment water to replace any production by
19 the pool in excess of Operating Safe Yield during the preceding
20 year.

21 6. Administrative Assessment. Costs of administration of
22 this pool and its share of general Watermaster expense shall be
23 recovered by a uniform assessment applicable to all production
24 during the preceding year.

25 7. Replenishment Assessment. The cost of replenishment water
26 required to replace production from Chino Basin in excess of
27 Operating Safe Yield in the preceding year shall be allocated and recovered
28 as follows:

1 (a) For production, other than for increased export,
2 within CBMWD or WMWD:

3 (1) Gross Assessment. 15% of such replenishment
4 water costs shall be recovered by a uniform assessment
5 against all production of each appropriator producing in
6 said area during the preceding year.

7 (2) Net Assessment. The remaining 85% of said
8 costs shall be recovered by a uniform assessment on each
9 acre foot of production from said area by each such
10 appropriator in excess of his allocated share of Oper-
11 ating Safe Yield during said preceding year.

12 (b) For production which is exported for use outside
13 Chino Basin in excess of maximum export in any year through
14 1976, such increased export production shall be assessed
15 against the exporting appropriator in an amount sufficient to
16 purchase replenishment water from CBMWD or WMWD in the amount
17 of such excess.

18 (c) For production within SBVMWD or PVMWD:

19 By an assessment on all production in excess of
20 an appropriator's share of Operating Safe Yield in an
21 amount sufficient to purchase replenishment water through
22 SBVMWD or MWD in the amount of such excess.

23 8. Socio-Economic Impact Review. The parties have conducted
24 certain preliminary socio-economic impact studies. Further and
25 more detailed socio-economic impact studies of the assessment
26 formula and its possible modification shall be undertaken for the
27 Appropriator Pool by Watermaster no later than ten (10) years from
28 the effective date of this Physical Solution, or whenever total

1 production by this pool has increased by 30% or more over the
2 decreed appropriative rights, whichever is first.

3 9. Facilities Equity Assessment. Watermaster may, upon
4 recommendation of the Pool Committee, institute proceedings for
5 levy and collection of a Facilities Equity Assessment for the
6 purposes and in accordance with the procedures which follow:

7 (a) Implementing Circumstances. - There exist several
8 sources of supplemental water available to Chino Basin, each
9 of which has a differential cost and quantity available. The
10 optimum management of the entire Chino Basin water resource
11 favors the maximum use of the lowest cost supplemental water
12 to balance the supplies of the Basin, in accordance with the
13 Physical Solution. The varying sources of supplemental water
14 include importations from MWD and SBVMWD, importation of
15 surface and ground water supplies from other basins in the
16 immediate vicinity of Chino Basin, and utilization of re-
17 claimed water. In order to fully utilize any of such alter-
18 nate sources of supply, it will be essential for particular
19 appropriators having access to one or more of such supplies to
20 have invested, or in the future to invest, directly or in-
21 directly, substantial funds in facilities to obtain and
22 deliver such water to an appropriate point of use. To the
23 extent that the use of less expensive alternative sources of
24 supplemental water can be maximized by the inducement of a
25 Facilities Equity Assessment, as herein provided, it is to the
26 long-term benefit of the entire basin that such assessment be
27 authorized and levied by Watermaster.

28 (b) Study and Report. - At the request of the Pool

EXHIBIT "H"

1 Committee, Watermaster shall undertake a survey study of the
2 utilization of alternate supplemental supplies by members of
3 the Appropriative Pool which would not otherwise be utilized
4 and shall prepare a report setting forth the amount of such
5 alternative supplies being currently utilized, the amount of
6 such supplies which could be generated by activity within the
7 pool, and the level of cost required to increase such uses and
8 to optimize the total supplies available to the basin. Said
9 report shall contain an analysis and recommendation for the
10 levy of a necessary Facilities Equity Assessment to accomplish
11 said purpose.

12 (c) Hearing. - If the said report by Watermaster contains
13 a recommendation for imposition of a Facilities Equity Assess-
14 ment, and the Pool Committee so requests, Watermaster shall
15 notice and hold a hearing not less than 60 days after dis-
16 tribution of a copy of said report to each member of the pool,
17 together with a notice of the hearing date. At such hearing,
18 evidence shall be taken with regard to the necessity and
19 propriety of the levy of a Facilities Equity Assessment and
20 full findings and decision shall be issued by Watermaster.

21 (d) Operation of Assessment. - If Watermaster determines
22 that it is appropriate that a Facilities Equity Assessment be
23 levied in a particular year, the amount of additional supple-
24 mental supplies which should be generated by such assessment
25 shall be estimated. The cost of obtaining such supplies,
26 taking into consideration the investment in necessary
27 facilities shall then be determined and spread equitably among
28 the producers within the pool in a manner so that those

1 producers not providing such additional lower cost supple-
2 mental water, and to whom a financial benefit will result, may
3 bear a proportionate share of said costs, not exceeding said
4 benefit; provided that any producer furnishing such supple-
5 mental water shall not thereby have its average cost of water
6 in such year reduced below such producer's average cost of
7 pumping from the Basin. In so doing, Watermaster shall
8 establish a percentage of the total production by each party
9 which may be produced without imposition of a Facilities
10 Equity Assessment. Any member of the pool producing more
11 water than said percentage shall pay such Facilities Equity
12 Assessment on any such excess production. Watermaster is
13 authorized to transmit and pay the proceeds of such Facilities
14 Equity Assessment to those producers who take less than their
15 share of Basin water by reason of furnishing a higher per-
16 centage of their requirements through use of supplemental
17 water.

18 10. Unallocated Safe Yield Water. To the extent that, in any
19 five years, any portion of the share of Safe Yield allocated to
20 the Overlying (Agricultural) Pool is not produced, such water shall
21 be available for reallocation to members of the Appropriative Pool,
22 as follows:

23 (a) Priorities. - Such allocation shall be made in the
24 following sequence:

25 (1) to supplement, in the particular year, water
26 available from Operating Safe Yield to compensate for any
27 reduction in the Safe Yield by reason of recalculation
28 thereof after the tenth year of operation hereunder.

EXHIBIT "H"

1 (2) pursuant to conversion claims as defined in
2 Subparagraph (b) hereof.

3 (3) as a supplement to Operating Safe Yield,
4 without regard to reductions in Safe Yield.

5 (b) Conversion Claims. - The following procedures may be
6 utilized by any appropriator:

7 (1) Record of Land Use Conversion. Any appro-
8 priator who undertakes, directly or indirectly, dur-
9 ing any year, to permanently provide water service to
10 lands which during the immediate preceding five (5)
11 consecutive years was devoted to irrigated agriculture
12 may report such change in land use or water service to
13 Watermaster. Watermaster shall thereupon verify such
14 change in water service and shall maintain a record and
15 account for each appropriator of the total acreage
16 involved and the average annual water use during said
17 five-year period.

18 (2) Establishment of Allocation Percentage. In
19 any year in which unallocated Safe Yield water from
20 the Overlying (Agricultural) Pool is available for such
21 conversion claims, Watermaster shall establish allocable
22 percentages for each appropriator based upon the total
23 of such converted acreage recorded to each such appro-
24 priator's account.

25 (3) Allocation and Notice. Watermaster shall
26 thereafter apply the allocated percentage to the total
27 unallocated Safe Yield water available for special
28 allocation to derive the amount thereof allocable to

EXHIBIT "H"

1 each appropriator; provided that in no event shall the
2 allocation to any appropriator as a result of such
3 conversion claim exceed 50% of the average annual amount
4 of water actually applied to the areas converted by such
5 appropriator prior to such conversion. Any excess water
6 by reason of such limitation on any appropriator's right
7 shall be added to Operating Safe Yield. Notice of such
8 special allocation shall be given to each appropriator
9 and shall be treated for purposes of this Physical
10 Solution as an addition to such appropriator's share of
11 the Operating Safe Yield for the particular year only.

12 (4) Administrative Costs. Any costs of Water-
13 master attributable to administration of such special
14 allocations and conversion claims shall be assessed
15 against appropriators participating in such reporting.

16 11. In Lieu Procedures. There are, or any develop, certain
17 areas within Chino Basin where good management practices dictate
18 that recharge of the basin be accomplished, to the extent prac-
19 tical, by taking surface supplies of supplemental water in lieu of
20 ground water otherwise subject to production as an allocated share
21 of Operating Safe Yield.

22 (a) Method of Operation. - An appropriator producing
23 water within such designated in lieu area who is willing to
24 abstain for any reason from producing any portion of such
25 producer's share of Operating Safe Yield in any year may
26 offer such unpumped water to Watermaster. In such event,
27 Watermaster shall purchase said water in place, in lieu of
28 spreading replenishment water, which is otherwise required to

1 make up for over production. The purchase price for in lieu
2 water shall be the lesser of:

3 (1) Watermaster's current cost of replenishment
4 water, whether or not replenishment water is currently
5 then obtainable, plus the cost of spreading; or

6 (2) The cost of supplemental surface supplies to
7 the appropriator, less

8 a. said appropriator's average cost of
9 ground water production, and

10 b. the applicable production assessment
11 were the water produced.

12 Where supplemental surface supplies consist of MWD or
13 SBVMWD supplies, the cost of treated, filtered State
14 water from such source shall be deemed the cost of
15 supplemental surface supplies to the appropriator for
16 purposes of such calculation.

17 In any given year in which payments may be made pursuant to
18 a Facilities Equity Assessment, as to any given quantity of
19 water the party will be entitled to payment under this
20 section or pursuant to the Facilities Equity Assessment, as
21 the party elects, but not under both.

22 (b) Designation of In Lieu Areas. - The first in lieu
23 area is designated as the "In Lieu Area No. 1" and consists
24 of an area wherein nitrate levels in the ground water gen-
25 erally exceed 45 mg/l, and is shown on Exhibit "J" hereto.
26 Other in lieu areas may be designated by subsequent order of
27 Watermaster upon recommendation or approval by Advisory
28 Committee. Said in lieu areas may be enlarged, reduced or

1 eliminated by subsequent orders; provided, however, that
2 designation of In Lieu Areas shall be for a minimum fixed
3 term sufficient to justify necessary capital investment. In
4 Lieu Area No. 1 may be enlarged, reduced or eliminated in
5 the same manner, except that any reduction of its original
6 size or elimination thereof shall require the prior order of
7 Court.

8 12. Carry-over. Any appropriator who produces less than his
9 assigned share of Operating Safe Yield may carry such unexercised
10 right forward for exercise in subsequent years. The first water
11 produced during any such subsequent year shall be deemed to be an
12 exercise of such carry-over right. In the event the aggregate
13 carry-over by any appropriator exceeds its share of Operating Safe
14 Yield, such appropriator shall, as a condition of preserving such
15 surplus carry-over, execute a storage agreement with Watermaster.
16 Such appropriator shall have the option to pay the gross assess-
17 ment applicable to such carry-over in the year in which it accrued.

18 13. Assignment, Transfer and Lease. Appropriative rights,
19 and corresponding shares of Operating Safe Yield, may be assigned
20 or may be leased or licensed to another appropriator for exercise
21 in a given year. Any transfer, lease or license shall be ineffec-
22 tive until written notice thereof is furnished to and approved as
23 to form by Watermaster, in compliance with applicable Watermaster
24 rules. Watermaster shall not approve transfer, lease or license of
25 a right for exercise in an area or under conditions where such
26 production would be contrary to sound basin management or detri-
27 mental to the rights or operations of other producers.

28 14. Rules. The Pool Committee shall adopt rules for

1 administering its program and in amplification of the provisions,
2 but not inconsistent with, this pooling plan.

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EXHIBIT "H"

1 EXHIBIT "I"

2 ENGINEERING APPENDIX

3 1. Basin Management Parameters. In the process of imple-
4 menting the physical solution for Chino Basin, Watermaster shall
5 consider the following parameters:

6 (a) Pumping Patterns. - Chino Basin is a common supply
7 for all persons and agencies utilizing its waters. It is an
8 objective in management of the Basin's waters that no pro-
9 ducer be deprived of access to said waters by reason of
10 unreasonable pumping patterns, nor by regional or localized
11 recharge of replenishment water, insofar as such result may
12 be practically avoided.

13 (b) Water Quality. - Maintenance and improvement of
14 water quality is a prime consideration and function of
15 management decisions by Watermaster.

16 (c) Economic Considerations. - Financial feasibility,
17 economic impact and the cost and optimum utilization of the
18 Basin's resources and the physical facilities of the parties
19 are objectives and concerns equal in importance to water
20 quantity and quality parameters.

21 2. Operating Safe Yield. Operating Safe Yield in any year
22 shall consist of the Appropriative Pool's share of Safe Yield of
23 the Basin, plus any controlled overdraft of the Basin which
24 Watermaster may authorize. In adopting the Operating Safe Yield
25 for any year, Watermaster shall be limited as follows:

26 (a) Accumulated Overdraft. - During the operation of
27 this Judgment and Physical Solution, the overdraft accumu-
28 lated from and after the effective date of the Physical

1 Solution and resulting from an excess of Operating Safe Yield
2 over Safe Yield shall not exceed 200,000 acre feet.

3 (b) Quantitative Limits. - In no event shall Operating
4 Safe Yield in any year be less than the Appropriative Pool's
5 share of Safe Yield, nor shall it exceed such share of Safe
6 Yield by more than 10,00 acre feet. The initial Operating
7 Safe Yield is hereby set at 54,834 acre feet per year.
8 Operating Safe Yield shall not be changed upon less than five
9 (5) years' notice by Watermaster.

10 Nothing contained in this paragraph shall be deemed to authorize,
11 directly or indirectly, any modification of the allocation of
12 shares in Safe Yield to the overlying pools, as set forth in
13 Paragraph 44 of the Judgment.

14 3. Ground Water Storage Agreements. Any agreements author-
15 ized by Watermaster for storage of supplemental water in the
16 available ground water storage capacity of Chino Basin shall
17 include, but not be limited to:

18 (a) The quantities and term of the storage right.

19 (b) A statement of the priority or relation of said
20 right, as against overlying or Safe Yield uses, and other
21 storage rights.

22 (c) The procedure for establishing delivery rates,
23 schedules and procedures which may include:

24 [1] spreading or injection, or

25 [2] in lieu deliveries of supplemental water for
26 direct use.

27 (d) The procedures for calculation of losses and annual
28 accounting for water in storage by Watermaster.

EXHIBIT "I"

1 (e) The procedures for establishment and adminis-
2 tration of withdrawal schedules, locations and methods.
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EXHIBIT "I"

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CHINO BASIN
IN LIEU ARE NO. 1 (MAP)

EXHIBIT "J"

1 LEGAL DESCRIPTION

2 OF CHINO BASIN

3
4
5 Preamble

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8 All of the townships and ranges referred to in the following legal
9 description are the San Bernardino Base and Meridian. Certain designated
10 sections are implied as the System of Government Surveys may be extended
11 where not established. Said sections are identified as follows:

12 Section 20, T1N, R8W is extended across
13 Rancho Cucamonga;

14 Section 36, T1N, R8W is extended across the City
15 of Upland;

16 Sections 2, 3, and 4, T1S, R7W are extended
17 across Rancho Cucamonga;

18 Section 10, T1S, R8W is extended across the City
19 of Claremont;

20 Sections 19, 20, 21, 30, 31 and 32, T1S, R8W are
21 extended across the City of Pomona;

22 Sections 4, 5, and 28, T2S, R8W are extended
23 across Rancho Santa Ana Del Chino;

24 Sections 15 and 16, T3S, R7W are extended across
25 Rancho La Sierra; and

26 Sections 17 and 20, T3S, R7W are extended across
27 Rancho El Rincon.

28 Description

Chino Basin is included within portions of the Counties
of San Bernardino, Riverside and Los Angeles, State of
California, bounded by a continuous line described as follows:

BEGINNING at the Southwest corner of Lot 241 as shown
on Map of Ontario Colony Lands, recorded in Map Book 11,
page 6, Office of the County Recorder of San Bernardino
County, said corner being the Point of Beginning;

1. Thence Southeasterly to the Southeast corner

EXHIBIT "K"

1 of Lot 419 of said Ontario Colony Lands;

2 2. Thence Southeasterly to a point 1300 feet
3 North of the South line and 1300 feet East of the West
4 line of Section 4, T1S, R7W;

5 3. Thence Easterly to a point on the East line of
6 Section 4, 1800 feet North of the Southeast corner of
7 said Section 4;

8 4. Thence Easterly to the Southeast corner of the
9 Southwest quarter of the Northeast quarter of Section
10 3, T1S, R7W;

11 5. Thence Northeasterly to a point on the North
12 line of Section 2, T1S, R7W, 1400 feet East of the West
13 line of said Section 2;

14 6. Thence Northeasterly to the Southwest corner
15 of Section 18, T1N, R6W;

16 7. Thence Northerly to the Northwest corner of
17 said Section 18;

18 8. Thence Easterly to the Northeast corner of
19 said Section 18;

20 9. Thence Northerly to the Northwest corner of
21 the Southwest Quarter of Section 8, T1N, R6W;

22 10. Thence Easterly to the Northeast corner of
23 said Southwest quarter of said Section 8;

24 11. Thence Southerly to the Southeast corner of
25 said Southwest Quarter of said Section 8;

26 12. Thence Easterly to the Northeast corner of
27 Section 17, T1N, R6W;

28 13. Thence Easterly to the Northeast corner of
Section 16, T1N, R6W;

14. Thence Southeasterly to the Northwest corner
of the Southeast quarter of Section 15, T1N, R6W;

15. Thence Easterly to the Northeast corner of
said Southeast quarter of said Section 15;

16. Thence Southeasterly to the Northwest corner
of the Northeast quarter of Section 23, T1N, R6W;

17. Thence Southeasterly to the Northwest corner
of Section 25, T1N, R6W;

EXHIBIT "K"

1 18. Thence Southeasterly to the Northwest corner
2 of the Northeast quarter of Section 31, T1N, R5W;

3 19. Thence Southeasterly to the Northeast corner
4 of the Northwest quarter of Section 5, T1S, R5W;

5 20. Thence Southeasterly to the Southeast corner
6 of Section 4, T1S, R5W;

7 21. Thence Southeasterly to the Southeast corner
8 of the Southwest quarter of Section 11, T1S, R5W;

9 22. Thence Southwesterly to the Southwest corner
10 of Section 14, T1S, R5W;

11 23. Thence Southwest to the Southwest corner of
12 Section 22, T1S, R5W;

13 24. Thence Southwesterly to the Southwest
14 corner of the Northeast quarter of Section 6, T2S,
15 R5W;

16 25. Thence Southeasterly to the Northeast corner
17 of Section 18, T2S, R5W;

18 26. Thence Southwesterly to the Southwest corner
19 of the Southeast quarter of Section 13, T2S, R6W;

20 27. Thence Southwesterly to the Southwest corner
21 of the Northeast quarter of Section 26, T2S, R6W;

22 28. Thence Westerly to the Southwest corner of
23 the Northwest quarter of said Section 26;

24 29. Thence Northerly to the Northwest corner of
25 said Section 26;

26 30. Thence Westerly to the Southwest corner of
27 Section 21, T2S, R6W;

28 31. Thence Southerly to the Southeast corner of
Section 29, T2S, R6W;

 32. Thence Westerly to the Southeast corner of
Section 30, T2S, R6W;

 33. Thence Southwesterly to the Southwest corner
of Section 36, T2S, R7W;

 34. Thence Southwesterly to the Southeast corner
of Section 3, T3S, R7W;

 35. Thence Southwesterly to the Southwest corner
of the Northeast quarter of Section 10, T3S, R7W;

1 36. Thence Southerly to the Northeast corner of
2 the Northwest quarter of Section 15, T3S, R7W;

3 37. Thence Southwesterly to the Southeast corner
4 of the Northeast quarter of Section 16, T3S, R7W;

5 38. Thence Southwesterly to the Southwest corner
6 of said Section 16;

7 39. Thence Southwesterly to the Southwest corner
8 of the Northeast quarter of Section 20, T3S, R7W;

9 40. Thence Westerly to the Southwest corner of
10 the Northwest quarter of said Section 20;

11 41. Thence Northerly to the Northwest corner of
12 Section 17, T3S, R7W;

13 42. Thence Westerly to the Southwest corner of
14 Section 7, T3S, R7W;

15 43. Thence Northerly to the Southwest corner of
16 Section 6, T3S, R7W;

17 44. Thence Westerly to the Southwest corner of
18 Section 1, T3S, R8W;

19 45. Thence Northerly to the Southeast corner of
20 Section 35, T2S, R8W;

21 46. Thence Northwesterly to the Northwest corner
22 of said Section 35;

23 47. Thence Northerly to the Southeast corner of
24 Lot 33, as shown on Map of Tract 3193, recorded in Map
25 Book 43, pages 46 and 47, Office of the County Recorder
26 of San Bernardino County;

27 48. Thence Westerly to the Northwest corner of
28 the Southwest quarter of Section 28, T2S, R8W;

 49. Thence Northerly to the Southwest corner of
Section 4, T2S, R8W;

 50. Thence Westerly to the Southwest corner of
Section 5, T2S, R8W;

 51. Thence Northerly to the Southwest corner of
Section 32, T1S, R8W;

 52. Thence Westerly to the Southwest corner of
Section 31, T1S, R8W;

 53. Thence Northerly to the Southwest corner of
Section 30, T1S, R8W;

Sections Included

Said perimeter description includes all or portions of the following Townships, Ranges and Sections of San Bernardino Base and Meridian:

T1N, R5W - Sections:	30, 31 and 32
T1N, R6W - Sections:	8, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35 and 36
T1N, R7W - Sections:	19, 20, 24, 25, 26, 29, 30, 31, 32, 35 and 36
T1N, R8W - Sections:	25 and 36
T1S, R5W - Sections:	4, 5, 6, 7, 8, 9, 10, 11, 14, 15, 16, 17, 18, 19, 20, 21, 22, 28, 29, 30, 31 and 32
T1S, R6W - Sections:	1 through 36, inclusive
T1S, R7W - Sections:	1 through 36, inclusive
T1S, R8W - Sections:	1, 2, 10, 11, 12, 13, 14, 15, 16, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35 and 36
T2S, R5W - Sections:	6, 7 and 18
T2S, R6W - Sections:	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 26, 29, 30 and 31
T2S, R7W - Sections:	1 through 36, inclusive
T2S, R8W - Sections:	1, 2, 3, 4, 5, 9, 10, 11, 12, 13, 14, 15, 16, 21, 22, 23, 24, 25, 26, 27, 28, 35 and 36
T3S, R7W - Sections:	2, 3, 4, 5, 6, 7, 8, 9, 10, 15, 16, 17 and 20
T3S, R8W - Sections:	1.

EXHIBIT "K"

APPENDIX J

**INLAND EMPIRE UTILITIES AGENCY LETTER
OF MARCH 19, 2003 TO THE
CITY OF CHINO
TITLED
"ASSURANCE OF IMPORTED WATER SUPPLY RELIABILITY"**



Inland Empire

UTILITIES AGENCY

9400 Cherry Ave., Bldg. A • Fontana, CA 92335
P.O. Box 697 • Rancho Cucamonga, CA 91729
TEL (909) 993-1600 • FAX (909) 357-3584
www.ieua.org
A Municipal Water District

Richard W. Atwater
Chief Executive Officer
General Manager

March 19, 2003

Board of Directors

John L. Anderson
President

Terry Catlin
Vice President

Angel Santiago
Secretary/Treasurer

Wyatt L. Troxel
Director

Gene Koopman
Director

Mr. Glen Rojas, City Manager
City of Chino
P.O. Box 667
Chino, CA 91708-0667

Subject: Assurances of Imported Water Supply Reliability

Dear Mr. Rojas:

This letter will add clarification and amplification of background information and analysis of the availability of the City of Chino's supply of imported water from IEUA provided in my attached letter from IEUA, dated November 15, 2002 and the related Water Supply Assessment Update prepared by Psomas for the City. Certain comments received about the Draft EIR for the Preserve Project questioned the reliability of the future water supply to meet the needs of the Preserve Project. As noted in the Water Supply Assessment prepared by Psomas, as well as in the Draft EIR, the Preserve Project would not increase the City's demand for imported potable water. Instead, the City's demand for imported water would remain relatively constant, with the water necessary for the Preserve Project being supplied from other sources, such as local groundwater, desalinated water and recycled water.

IEUA's Imported Water Supplies and Reliability

The IEUA is a member agency of the Metropolitan Water District ("MWD") and receives its imported water from the MWD. Water availability from the MWD is governed by MWD's Water Surplus and Drought Management Plan adopted in April 1998. Member agencies, such as the IEUA, do not have entitlements to specific amounts of water from the MWD. Instead, the Water Surplus and Drought Management Plan provides for regional storage of water during wet years in the numerous surface water reservoirs and groundwater basins available to the MWD in the San Joaquin Valley, Mojave Desert, and within the MWD's service area (e.g. Chino Basin). During times of water shortages of the basic State Water project ("SWP") Table A water entitlement or Colorado River Aqueduct deliveries, then MWD would utilize the water stored in these reservoirs to avoid any reduction in deliveries to its member agencies. MWD has prepared the attached February 11, 2002 report on its water supplies which updates the overall reliability of MWD's water supplies consistent with the requirements of SB 221 and SB 610.

Neither MWD nor IEUA based their water supply estimates and projections of future supplies upon the SWP Table A water entitlements. Instead, IEUA and MWD projections are based upon a managed supply of all sources of imported water, which include the Colorado River, water transfers, and surface and groundwater storage accounts as outlined in the February 11, 2002 MWD report. MWD has for over twenty years developed water transfers, exchange supply contracts and storage programs to augment and ensure 100 percent reliability to its member agencies, such as IEUA, for the imported water supplied to them by MWD.

Nonetheless, the record should reflect that MWD has a SWP Table A water entitlement of 2,011,500 acre feet, plus water entitlement arrangements with the Desert Water Agency, Coachella Valley Water District and San Bernardino Municipal Water District. During the severe drought year of 1991, the MWD received approximately 400,000 acre feet of its SWP entitlement deliveries, which was less than 20% of its Table A entitlement. However, the IEUA and MWD are not relying solely on the SWP Table A entitlements for the City's supply of imported water. The IEUA's Urban Water Management Plan fully evaluated shortages in supplies from the MWD during a three dry year period. In addition, the MWD Regional Urban Water Management Plan (2000) and the February 11, 2002 Report analyzed MWD's regional supplies and concluded that MWD would be able to reliably meet projected supplemental demands beyond the next 20 years and meet its member agencies' supplemental water demands through 2030 with the addition of new water supplies that are under development by MWD with 100% retail reliability. As part of that analysis, MWD reviewed the State Department of Water Resources' SWP computer model runs of SWP deliveries to the 30 state water contractors which receive water from the SWP. MWD is one of those 30 state water contractors. The reliability of the water MWD receives from the SWP is evaluated in the August 2002 "State Water Project Delivery Reliability Report" which was prepared by the Department of Water Resources. That report documents the SWP's assumptions and computer modeling projections of delivery estimates for each of the 30 state water contractors, including MWD. A copy of that August 2002 DWR report is attached to this letter.

In turn, MWD's adopted Water Surplus and Drought Management Plan and the MWD Report of February 11, 2002, provide documentation that IEUA and the City of Chino will have adequate supplemental water supplies available from the MWD to meet the City's current and future projected imported water needs.

A question also has been raised about the long term and short term impacts resulting from the 800,000 acre-feet reduction in imported water supplies the MWD will experience from its Colorado River sources. The MWD updated its February 11, 2002 Report in February of 2003 to take this reduction in supplies into account. That update by the MWD staff (Steve Arakawa) basically concluded that with the increased storage, conservation, water recycling and desalination projects, plus transfers on the SWP, that the MWD's imported water supply reliability would remain adequate to serve anticipated demand through 2025. The environmental impacts arising from any potential reductions in the SWP imported water deliveries were analyzed in the DWR's State Water Project Delivery Reliability Report and in the EIR/EIS for the CALFED Bay-Delta program.

Notwithstanding the above, the Draft EIR for the Preserve Project (Table 5.12-5) has indicated that the City is not relying on any increases in the imported water supply to meet the increased potable water demands of the new development taking place at the Preserve Project. Instead, the City simply will be continuing its current level of imported water use. As noted in the Psomas report and the City's updated Water Supply Assessment, the additional potable water demand arising from the Preserve Project will be met by the use of local groundwater and desalinated water supplies.

IEUA Allocations During Supply Shortages

An issue has arisen concerning the impacts a water supply shortage would have on the City's ability to obtain water from IEUA. The IEUA does not have a shortage allocation policy. However, based upon the historical policy followed by the IEUA and MWD during the 1990 - 1992 drought periods, which was the worst drought period of record, an allocation of water during shortages would likely be based upon recent historic use in years previous to the shortage.

Augmentation of Water Supplies

Reliability of the City of Chino's water supply will be enhanced and augmented by the MWD's 100,000 acre-feet water storage and recovery project during any shortage of the MWD's imported water supplies. That enhancement to the City's water supply reliability will provide a minimum of 1,200 acre feet of water. All future storage and water recovery projects likewise will have similar benefits of "drought proofing" the City of Chino and all other appropriative pool members in the Chino groundwater basin from imported water shortages. Attached to this letter is a copy of the IEUA staff memo and presentation made on February 5, 2002, concerning this issue.

Recycled Water

On June 28, 2002, the IEUA Board certified the final Program EIR for its Recycled Water Feasibility Study. That EIR describes in detail the \$120 million capital improvement program being implemented by IEUA to develop 70,000 acre feet per year of new, recycled water supplies by year 2020. This capital improvement program will provide new recycled water supplies to the regional sewage contract agencies, one of which is the City of Chino. In January 2003, the SWRCB provided funding and approval for Phase I of the Recycled Water Feasibility Study projects. As one of the regional sewage contract agencies, the City of Chino has copies of all documents pertaining to IEUA's recycled water program. Consequently, as a result of the regional recycled water distribution system, the City of Chino would have access to sufficient recycled water supplies to meet the estimated future demand for recycled water arising from the Preserve Project. IEUA is prepared to deliver greater supplies of recycled water to the City of Chino than the amounts identified as being needed in the City's updated Water Supply Assessment.

I trust this letter has clarified any lingering questions about IEUA's ability to supply the City of Chino with the potable and recycled water needed for the Preserve Project.

Sincerely,

INLAND EMPIRE UTILITIES AGENCY

A handwritten signature in black ink, appearing to read "Richard W. Atwater". The signature is stylized with a large, looped "R" and a cursive "Atwater".

Richard W. Atwater
Chief Executive Officer
General Manager



Michael Brandman Associates

ENVIRONMENTAL SERVICES • PLANNING • NATURAL RESOURCES MANAGEMENT

October 3, 2006

Mr. Ken Jeske, Director of Public Works and Community Services
City of Ontario, Department of Public Works
303 East "B" Street
Ontario, CA 91764

Subject: Request for Water Service Assessment - Sares Regis Distribution Center

Dear Mr. Jeske:

The City of Ontario, Planning Department is acting as the Lead Agency in the preparation of a Supplemental Environmental Impact Report (SEIR) for the proposed Sares-Regis Distribution Center. The project to be examined in the SEIR consists of seven buildings totaling approximately 1.93 million square feet of warehouse/distribution uses. The project site encompasses approximately 103 gross acres of land, located in the south portion of Phase 4 of the California Commerce Center within the City of Ontario, California. The project is consistent with the existing zoning of the California Commerce Center Specific Plan: Approximately 83.50 gross acres are zoned for Rail Industrial uses; and, approximately 19.90 gross acres are zoned for Light Industrial uses. The project site is bounded by Francis Street and the Nordstrom Distribution Center to the north, the Milliken Landfill to the south, Haven Avenue to the west, and Milliken Avenue to the east (See Exhibit 1). The project site has been rough graded and is currently undeveloped.

The proposed Sares-Regis Distribution Center Project would include the subdivision of land, dedications for public right-of-way, construction of backbone improvements, extension of Francis Street between Dupont Avenue and Milliken Avenue, precise grading for improvements, and the construction of seven buildings consisting of the following uses and square footages: 79,300 square feet of light industrial uses and 6,400 square feet of free-standing office space as shown on Exhibit 2.

Michael Brandman Associates is under contract to the City to prepare an Environmental Impact Report (EIR) for the project. The EIR must include an assessment of your agency's ability to provide water supply to the project for the long-term. Please note that the requirement is for water supply, not the ability to provide physical water service. The document also must be approved by the City of Ontario Planning Commission. Information from your Urban Water Management Plan would be most useful. The assessment you provide will be used in the Draft EIR, as cited in CEQA:

Bakersfield
661.334.2755

Fresno
559.497.0310

Irvine
714.508.4100

Palm Springs
760.322.8847

Sacramento
916.383.0944

San Bernardino
909.884.2255

San Ramon
925.830.2733

Santa Cruz
831.262.1731

www.brandman.com

mba@brandman.com

CEQA Guidelines Section 15083.5 (B) require that consultation occur between a city or county and the affected water agencies during the environmental review of certain projects. A public water system that is notified by a Lead Agency must prepare an assessment indicating whether its total projected water supplies will meet the projected water demand of the proposed project, in addition to the other planned future uses of water. The governing body of the public water system must approve the assessment, at one of its official meetings, no later than 30 days after the date on which the request for the assessment was received. If the public water system fails to submit the assessment to the Lead Agency in a timely manner, the Lead Agency may assume that the water system has no information to submit.

If, as a result of the assessment, the public water system concludes that its supplies are insufficient, it must submit to the Lead Agency its plans for additional water supplies, including the following:

- 1. Estimated total costs, and methods of financing the costs, associated with acquiring the additional water supplies;*
- 2. A list of all federal, state, and local permits, approval, or other entitlements necessary to acquire or develop the additional water supplies;*
- 3. Estimated time frames for acquiring the additional water supplies.*

The Lead Agency must include the water assessment in the EIR, but the length of such discussion may not exceed ten pages unless the Lead Agency determines that additional information is necessary. Also, at the time it makes a decision on the project, the Lead Agency must determine whether the projected water supplies will be sufficient to satisfy the demands of the proposed project, in addition to existing and planned future uses. If the Lead Agency determines that water supplies will not be sufficient, it must include that determination in its findings. (CEQA Deskbook, 1999 (Second Edition), Chapter 5, pages 105-106).

Legislation was passed in 2001 (SB 221 and SB 610 with companion bill AB 901) extending the time frame for a water supplier's response to 90 days and providing that the Lead Agency may file a Writ of Mandamus if no response is received. The Lead Agency would then be required to provide its own evaluation of the project's impacts on a water provider's water supply and ability to serve the project.

Mr. Ken Jeske,
October 3, 2006
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Thank you for your timely assistance in this matter. We look forward to your response by November 7, 2006 as well as your future review and comments on the Draft EIR. I am enclosing a map of the proposed project site for your reference.

If you have any questions or concerns regarding this report, please call me at 714.508.4100.

Sincerely,



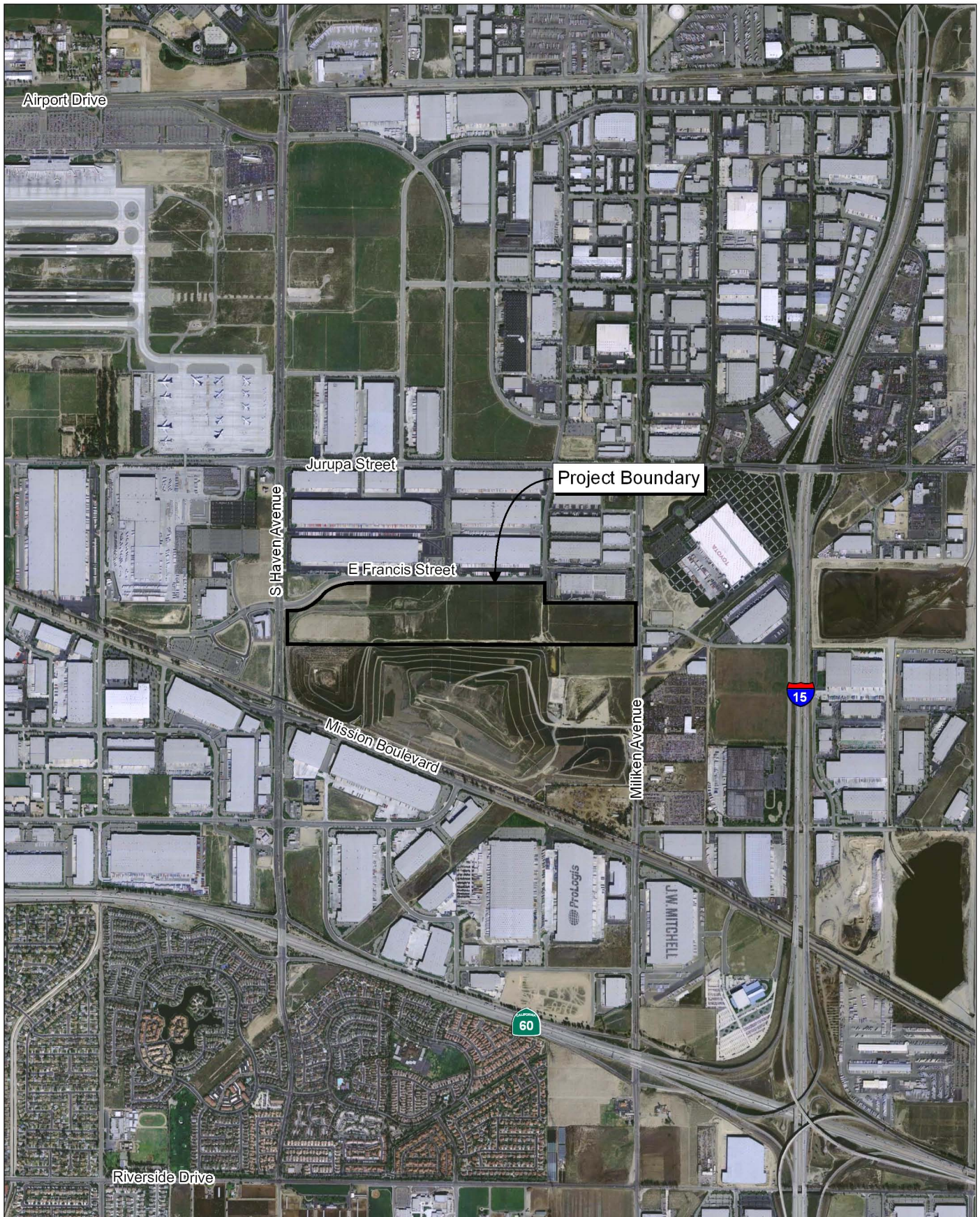
Lori Trotter, Project Manager
Michael Brandman Associates
220 Commerce, Suite 200
Irvine, CA 92602

cc: Tom Holm
Richard Ayala, City of Ontario, Planning Department
Patrick Russell - Sares Regis
Gil Saenz, Inland Empire Development Services
Reymundo Trejo, City of Ontario Public Works

Enclosures: Exhibit 1: Local Vicinity Map
Exhibit 2: Project Site Plan

LT:vm

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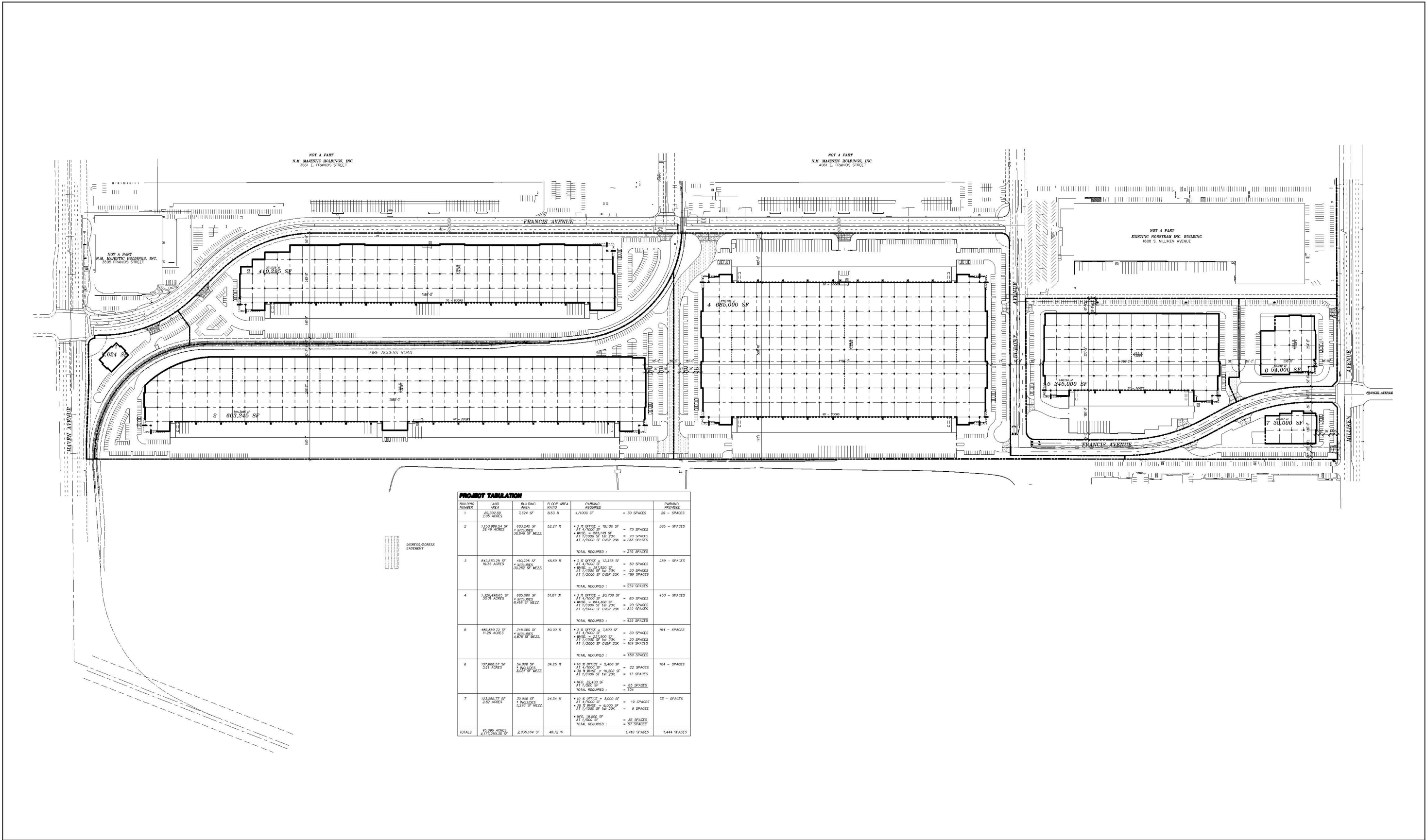
Source: Google Earth Pro.



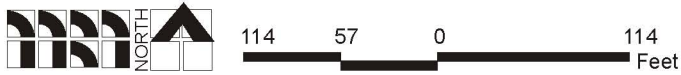
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Exhibit 1 Local Vicinity Aerial Map

SOUTH PORTION OF PHASE 4 • CALIFORNIA COMMERCE CENTER
WATER SUPPLY ASSESSMENT



Source: RKZ, INC., July 2006.



Michael Brandman Associates

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Exhibit 2
Site Plan