Fontana Water Company

2010 Urban Water Management Plan Update

APPENDICES

APPENDIX A

URBAN WATER MANAGEMENT PLANNING ACT

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
AB 1845, Cortese, 1995
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
SB 1087, Florez, 2005
SBX7 7, Steinberg, 2009

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.

Articl 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 B

WATER CONSERVATION BILL OF 2009

Section L: California Water Code, Division 6, Part 2.55: Water Conservation

The following sections of California Water Code Division 6, Part 2.55, are available online at http://www.leginfo.ca.gov/calaw.html.

Chapter 1. General Declarations and Policy	§10608-10608.8
Chapter 2. Definitions	§10608.12
Chapter 3. Urban Retail Water Suppliers	§10608.16-10608.44

Legislative Counsel's Digest

Senate Bill No. 7
Chapter 4

An act to amend and repeal Section 10631.5 of, to add Part 2.55 (commencing with Section 10608) to Division 6 of, and to repeal and add Part 2.8 (commencing with Section 10800) of Division 6 of, the Water Code, relating to water.

[Approved by Governor November 10, 2009. Filed with Secretary of State November 10, 2009.]

Legislative Counsel's Digest

SB 7, Steinberg. Water conservation.

(1) Existing law requires the Department of Water Resources to convene an independent technical panel to provide information to the department and the Legislature on new demand management measures, technologies, and approaches. "Demand management measures" 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.

This bill would require the state to achieve a 20% reduction in urban per capita water use in California by December 31, 2020. The state would be required to make incremental progress towards this goal by reducing per capita water use by at least 10% on or before December 31, 2015. The bill would require each urban retail water supplier to develop urban water use targets and an interim urban water use target, in accordance with specified requirements. The bill would require agricultural water suppliers to implement efficient water management practices. The bill would require the department, in consultation with other state agencies, to develop a single standardized water use reporting form. The bill, with certain exceptions, would provide that urban retail water suppliers, on and after July 1, 2016, and agricultural water suppliers, on and after July 1, 2013, are not eligible for state water grants or loans unless they comply with the water conservation requirements established by the bill. The bill would repeal, on July 1, 2016, an existing requirement that conditions

eligibility for certain water management grants or loans to an urban water supplier on the implementation of certain water demand management measures.

(2) Existing law, until January 1, 1993, and thereafter only as specified, requires certain agricultural water suppliers to prepare and adopt water management plans.

This bill would revise existing law relating to agricultural water management planning to require agricultural water suppliers to prepare and adopt agricultural water management plans with specified components on or before December 31, 2012, and update those plans on or before December 31, 2015, and on or before December 31 every 5 years thereafter. An agricultural water supplier that becomes an agricultural water supplier after December 31, 2012, would be required to prepare and adopt an agricultural water management plan within one year after becoming an agricultural water supplier. The agricultural water supplier would be required to notify each city or county within which the supplier provides water supplies with regard to the preparation or review of the plan. The bill would require the agricultural water supplier to submit copies of the plan to the department and other specified entities. The bill would provide that an agricultural water supplier is not eligible for state water grants or loans unless the supplier complies with the water management planning requirements established by the bill.

(3) The bill would take effect only if SB 1 and SB 6 of the 2009–10 7th Extraordinary Session of the Legislature are enacted and become effective.

The people of the State of California do enact as follows:

SECTION 1. Part 2.55 (commencing with Section 10608) is added to Division 6 of the Water Code, to read:

Part 2.55. Sustainable Water Use and Demand Reduction

Chapter 1. General Declarations and Policy

10608. The Legislature finds and declares all of the following:

(a) Water is a public resource that the California Constitution protects against waste and unreasonable use.

(b) Growing population, climate change, and the need to protect and grow California's economy while protecting and restoring our fish and wildlife habitats make it essential that the state manage its water resources as efficiently as possible.

(c) Diverse regional water supply portfolios will increase water supply reliability and reduce dependence on the Delta.

(d) Reduced water use through conservation provides significant energy and environmental benefits, and can help protect water quality, improve streamflows, and reduce greenhouse gas emissions.

(e) The success of state and local water conservation programs to increase efficiency of water use is best determined on the basis of measurable outcomes related to water use or efficiency.

(f) Improvements in technology and management practices offer the potential for increasing water efficiency in California over time, providing an essential water management tool to meet the need for water for urban, agricultural, and environmental uses.

(g) The Governor has called for a 20 percent per capita reduction in urban water use statewide by 2020.

(h) The factors used to formulate water use efficiency targets can vary significantly from location to location based on factors including weather, patterns of urban and suburban development, and past efforts to enhance water use efficiency.

(i) Per capita water use is a valid measure of a water provider's efforts to reduce urban water use within its service area. However, per capita water use is less useful for measuring relative water use efficiency between different water providers. Differences in weather, historical patterns of urban and suburban development, and density of housing in a particular location need to be considered when assessing per capita water use as a measure of efficiency.

10608.4. It is the intent of the Legislature, by the enactment of this part, to do all of the following:

(a) Require all water suppliers to increase the efficiency of use of this essential resource.

(b) Establish a framework to meet the state targets for urban water conservation identified in this part and called for by the Governor.

(c) Measure increased efficiency of urban water use on a per capita basis.

(d) Establish a method or methods for urban retail water suppliers to determine targets for achieving increased water use efficiency by the year 2020, in accordance with the Governor's goal of a 20-percent reduction.

(e) Establish consistent water use efficiency planning and implementation standards for urban water suppliers and agricultural water suppliers.

(f) Promote urban water conservation standards that are consistent with the California Urban Water Conservation Council's adopted best management practices and the requirements for demand management in Section 10631.

(g) Establish standards that recognize and provide credit to water suppliers that made substantial capital investments in urban water conservation since the drought of the early 1990s.

(h) Recognize and account for the investment of urban retail water suppliers in providing recycled water for beneficial uses.

(i) Require implementation of specified efficient water management practices for agricultural water suppliers.

(j) Support the economic productivity of California's agricultural, commercial, and industrial sectors.

(k) Advance regional water resources management.

10608.8.

(a) (1) Water use efficiency measures adopted and implemented pursuant to this part or Part 2.8 (commencing with Section 10800) are water conservation measures subject to the protections provided under Section 1011.

(2) Because an urban agency is not required to meet its urban water use target until 2020 pursuant to subdivision (b) of Section 10608.24, an urban retail water supplier's failure to meet those targets shall not establish a violation of law for purposes of any state administrative or judicial proceeding prior to January 1, 2021. Nothing in this paragraph limits the use of data reported to the department or the board in litigation or an administrative proceeding. This paragraph shall become inoperative on January 1, 2021.

(3) To the extent feasible, the department and the board shall provide for the use of water conservation reports required under this part to meet the requirements of Section 1011 for water conservation reporting.

(b) This part does not limit or otherwise affect the application of Chapter 3.5 (commencing with Section 11340), Chapter 4 (commencing with Section 11370), Chapter 4.5 (commencing with Section 11400), and Chapter 5 (commencing with Section 11500) of Part 1 of Division 3 of Title 2 of the Government Code.

(c) This part does not require a reduction in the total water used in the agricultural or urban sectors, because other factors, including, but not limited to, changes in agricultural economics or population growth may have greater effects on water

use. This part does not limit the economic productivity of California's agricultural, commercial, or industrial sectors.

(d) The requirements of this part do not apply to an agricultural water supplier that is a party to the Quantification Settlement Agreement, as defined in subdivision (a) of Section 1 of Chapter 617 of the Statutes of 2002, during the period within which the Quantification Settlement Agreement remains in effect. After the expiration of the Quantification Settlement Agreement, to the extent conservation water projects implemented as part of the Quantification Settlement Agreement remain in effect, the conserved water created as part of those projects shall be credited against the obligations of the agricultural water supplier pursuant to this part.

Chapter 2. Definitions

10608.12. Unless the context otherwise requires, the following definitions govern the construction of this part:

(a) “Agricultural water supplier” means a water supplier, either publicly or privately owned, providing water to 10,000 or more irrigated acres, excluding recycled water. “Agricultural water supplier” includes a supplier or contractor for water, regardless of the basis of right, that distributes or sells water for ultimate resale to customers. “Agricultural water supplier” does not include the department.

(b) “Base daily per capita water use” means any of the following:

(1) The urban retail water supplier's estimate of its average gross water use, reported in gallons per capita per day and calculated over a continuous 10-year period ending no earlier than December 31, 2004, and no later than December 31, 2010.

(2) For an urban retail water supplier that meets at least 10 percent of its 2008 measured retail water demand through recycled water that is delivered within the service area of an urban retail water supplier or its urban wholesale water supplier, the urban retail water supplier may extend the calculation described in paragraph (1) up to an additional five years to a maximum of a continuous 15-year period ending no earlier than December 31, 2004, and no later than December 31, 2010.

(3) For the purposes of Section 10608.22, the urban retail water supplier's estimate of its average gross water use, reported in gallons per capita per day and calculated over a continuous five-year period ending no earlier than December 31, 2007, and no later than December 31, 2010.

(c) “Baseline commercial, industrial, and institutional water use” means an urban retail water supplier's base daily per capita water use for commercial, industrial, and institutional users.

(d) “Commercial water user” means a water user that provides or distributes a product or service.

(e) “Compliance daily per capita water use” means the gross water use during the final year of the reporting period, reported in gallons per capita per day.

(f) “Disadvantaged community” means a community with an annual median household income that is less than 80 percent of the statewide annual median household income.

(g) “Gross water use” means the total volume of water, whether treated or untreated, entering the distribution system of an urban retail water supplier, excluding all of the following:

(1) Recycled water that is delivered within the service area of an urban retail water supplier or its urban wholesale water supplier.

(2) The net volume of water that the urban retail water supplier places into long-term storage.

(3) The volume of water the urban retail water supplier conveys for use by another urban water supplier.

(4) The volume of water delivered for agricultural use, except as otherwise provided in subdivision (f) of Section 10608.24.

(h) “Industrial water user” means a water user that is primarily a manufacturer or processor of materials as defined by the North American Industry Classification System code sectors 31 to 33, inclusive, or an entity that is a water user primarily engaged in research and development.

(i) “Institutional water user” means a water user dedicated to public service. This type of user includes, among other users, higher education institutions, schools, courts, churches, hospitals, government facilities, and nonprofit research institutions.

(j) “Interim urban water use target” means the midpoint between the urban retail water supplier's base daily per capita water use and the urban retail water supplier's urban water use target for 2020.

(k) "Locally cost effective" means that the present value of the local benefits of implementing an agricultural efficiency water management practice is greater than or equal to the present value of the local cost of implementing that measure.

(l) "Process water" means water used for producing a product or product content or water used for research and development, including, but not limited to, continuous manufacturing processes, water used for testing and maintaining equipment used in producing a product or product content, and water used in combined heat and power facilities used in producing a product or product content. Process water does not mean incidental water uses not related to the production of a product or product content, including, but not limited to, water used for restrooms, landscaping, air conditioning, heating, kitchens, and laundry.

(m) "Recycled water" means recycled water, as defined in subdivision (n) of Section 13050, that is used to offset potable demand, including recycled water supplied for direct use and indirect potable reuse, that meets the following requirements, where applicable:

(1) For groundwater recharge, including recharge through spreading basins, water supplies that are all of the following:

(A) Metered.

(B) Developed through planned investment by the urban water supplier or a wastewater treatment agency.

(C) Treated to a minimum tertiary level.

(D) Delivered within the service area of an urban retail water supplier or its urban wholesale water supplier that helps an urban retail water supplier meet its urban water use target.

(2) For reservoir augmentation, water supplies that meet the criteria of paragraph (1) and are conveyed through a distribution system constructed specifically for recycled water.

(n) "Regional water resources management" means sources of supply resulting from watershed-based planning for sustainable local water reliability or any of the following alternative sources of water:

(1) The capture and reuse of stormwater or rainwater.

(2) The use of recycled water.

(3) The desalination of brackish groundwater.

(4) The conjunctive use of surface water and groundwater in a manner that is consistent with the safe yield of the groundwater basin.

(o) "Reporting period" means the years for which an urban retail water supplier reports compliance with the urban water use targets.

(p) "Urban retail water supplier" means a water supplier, either publicly or privately owned, that directly provides potable municipal water to more than 3,000 end users or that supplies more than 3,000 acre-feet of potable water annually at retail for municipal purposes.

(q) "Urban water use target" means the urban retail water supplier's targeted future daily per capita water use.

(r) "Urban wholesale water supplier," means a water supplier, either publicly or privately owned, that provides more than 3,000 acre-feet of water annually at wholesale for potable municipal purposes.

Chapter 3. Urban Retail Water Suppliers

10608.16.

(a) The state shall achieve a 20-percent reduction in urban per capita water use in California on or before December 31, 2020.

(b) The state shall make incremental progress towards the state target specified in subdivision (a) by reducing urban per capita water use by at least 10 percent on or before December 31, 2015.

10608.20.

(a) (1) Each urban retail water supplier shall develop urban water use targets and an interim urban water use target by July 1, 2011. Urban retail water suppliers may elect to determine and report progress toward achieving these targets on an individual or regional basis, as provided in subdivision (a) of Section 10608.28, and may determine the targets on a fiscal year or calendar year basis.

(2) It is the intent of the Legislature that the urban water use targets described in subdivision (a) cumulatively result in a 20-percent reduction from the baseline daily per capita water use by December 31, 2020.

(b) An urban retail water supplier shall adopt one of the following methods for determining its urban water use target pursuant to subdivision (a):

(1) Eighty percent of the urban retail water supplier's baseline per capita daily water use.

(2) The per capita daily water use that is estimated using the sum of the following performance standards:

(A) For indoor residential water use, 55 gallons per capita daily water use as a provisional standard. Upon completion of the department's 2016 report to the Legislature pursuant to Section 10608.42, this standard may be adjusted by the Legislature by statute.

(B) For landscape irrigated through dedicated or residential meters or connections, water efficiency equivalent to the standards of the Model Water Efficient Landscape Ordinance set forth in Chapter 2.7 (commencing with Section 490) of Division 2 of Title 23 of the California Code of Regulations, as in effect the later of the year of the landscape's installation or 1992. An urban retail water supplier using the approach specified in this subparagraph shall use satellite imagery, site visits, or other best available technology to develop an accurate estimate of landscaped areas.

(C) For commercial, industrial, and institutional uses, a 10-percent reduction in water use from the baseline commercial, industrial, and institutional water use by 2020.

(3) Ninety-five percent of the applicable state hydrologic region target, as set forth in the state's draft 20x2020 Water Conservation Plan (dated April 30, 2009). If the service area of an urban water supplier includes more than one hydrologic region, the supplier shall apportion its service area to each region based on population or area.

(4) A method that shall be identified and developed by the department, through a public process, and reported to the Legislature no later than December 31, 2010. The method developed by the department shall identify per capita targets that cumulatively result in a statewide 20-percent reduction in urban daily per capita water use by December 31, 2020. In developing urban daily per capita water use targets, the department shall do all of the following:

(A) Consider climatic differences within the state.

(B) Consider population density differences within the state.

(C) Provide flexibility to communities and regions in meeting the targets.

(D) Consider different levels of per capita water use according to plant water needs in different regions.

(E) Consider different levels of commercial, industrial, and institutional water use in different regions of the state.

(F) Avoid placing an undue hardship on communities that have implemented conservation measures or taken actions to keep per capita water use low.

(c) If the department adopts a regulation pursuant to paragraph (4) of subdivision (b) that results in a requirement that an urban retail water supplier achieve a reduction in daily per capita water use that is greater than 20 percent by December 31, 2020, an urban retail water supplier that adopted the method described in paragraph (4) of subdivision (b) may limit its urban water use target to a reduction of not more than 20 percent by December 31, 2020, by adopting the method described in paragraph (1) of subdivision (b).

(d) The department shall update the method described in paragraph (4) of subdivision (b) and report to the Legislature by December 31, 2014. An urban retail water supplier that adopted the method described in paragraph (4) of subdivision (b) may adopt a new urban daily per capita water use target pursuant to this updated method.

(e) An urban retail water supplier shall include in its urban water management plan required pursuant to Part 2.6 (commencing with Section 10610) due in 2010 the baseline daily per capita water use, urban water use target, interim urban water use target, and compliance daily per capita water use, along with the bases for determining those estimates, including references to supporting data.

(f) When calculating per capita values for the purposes of this chapter, an urban retail water supplier shall determine population using federal, state, and local population reports and projections.

(g) An urban retail water supplier may update its 2020 urban water use target in its 2015 urban water management plan required pursuant to Part 2.6 (commencing with Section 10610).

(h) (1) The department, through a public process and in consultation with the California Urban Water Conservation Council, shall develop technical methodologies and criteria for the consistent implementation of this part, including, but not limited to, both of the following:

(A) Methodologies for calculating base daily per capita water use, baseline commercial, industrial, and institutional water use, compliance daily per capita water use, gross water use, service area population, indoor residential water use, and landscaped area water use.

(B) Criteria for adjustments pursuant to subdivisions (d) and (e) of Section 10608.24.

(2) The department shall post the methodologies and criteria developed pursuant to this subdivision on its Internet Web site, and make written copies

available, by October 1, 2010. An urban retail water supplier shall use the methods developed by the department in compliance with this part.

(i) (1) The department shall adopt regulations for implementation of the provisions relating to process water in accordance with subdivision (l) of Section 10608.12, subdivision (e) of Section 10608.24, and subdivision (d) of Section 10608.26.

(2) The initial adoption of a regulation authorized by this subdivision is deemed to address an emergency, for purposes of Sections 11346.1 and 11349.6 of the Government Code, and the department is hereby exempted for that purpose from the requirements of subdivision (b) of Section 11346.1 of the Government Code. After the initial adoption of an emergency regulation pursuant to this subdivision, the department shall not request approval from the Office of Administrative Law to readopt the regulation as an emergency regulation pursuant to Section 11346.1 of the Government Code.

(j) An urban retail water supplier shall be granted an extension to July 1, 2011, for adoption of an urban water management plan pursuant to Part 2.6 (commencing with Section 10610) due in 2010 to allow use of technical methodologies developed by the department pursuant to paragraph (4) of subdivision (b) and subdivision (h). An urban retail water supplier that adopts an urban water management plan due in 2010 that does not use the methodologies developed by the department pursuant to subdivision (h) shall amend the plan by July 1, 2011, to comply with this part.

10608.22. Notwithstanding the method adopted by an urban retail water supplier pursuant to Section 10608.20, an urban retail water supplier's per capita daily water use reduction shall be no less than 5 percent of base daily per capita water use as defined in paragraph (3) of subdivision (b) of Section 10608.12. This section does not apply to an urban retail water supplier with a base daily per capita water use at or below 100 gallons per capita per day.

10608.24.

(a) Each urban retail water supplier shall meet its interim urban water use target by December 31, 2015.

(b) Each urban retail water supplier shall meet its urban water use target by December 31, 2020.

(c) An urban retail water supplier's compliance daily per capita water use shall be the measure of progress toward achievement of its urban water use target.

(d) (1) When determining compliance daily per capita water use, an urban retail water supplier may consider the following factors:

(A) Differences in evapotranspiration and rainfall in the baseline period compared to the compliance reporting period.

(B) Substantial changes to commercial or industrial water use resulting from increased business output and economic development that have occurred during the reporting period.

(C) Substantial changes to institutional water use resulting from fire suppression services or other extraordinary events, or from new or expanded operations, that have occurred during the reporting period.

(2) If the urban retail water supplier elects to adjust its estimate of compliance daily per capita water use due to one or more of the factors described in paragraph (1), it shall provide the basis for, and data supporting, the adjustment in the report required by Section 10608.40.

(e) When developing the urban water use target pursuant to Section 10608.20, an urban retail water supplier that has a substantial percentage of industrial water use in its service area, may exclude process water from the calculation of gross water use to avoid a disproportionate burden on another customer sector.

(f) (1) An urban retail water supplier that includes agricultural water use in an urban water management plan pursuant to Part 2.6 (commencing with Section 10610) may include the agricultural water use in determining gross water use. An urban retail water supplier that includes agricultural water use in determining gross water use and develops its urban water use target pursuant to paragraph (2) of subdivision (b) of Section 10608.20 shall use a water efficient standard for agricultural irrigation of 100 percent of reference evapotranspiration multiplied by the crop coefficient for irrigated acres.

(2) An urban retail water supplier, that is also an agricultural water supplier, is not subject to the requirements of Chapter 4 (commencing with Section 10608.48), if the agricultural water use is incorporated into its urban water use target pursuant to paragraph (1).

10608.26.

(a) In complying with this part, an urban retail water supplier shall conduct at least one public hearing to accomplish all of the following:

(1) Allow community input regarding the urban retail water supplier's implementation plan for complying with this part.

(2) Consider the economic impacts of the urban retail water supplier's implementation plan for complying with this part.

(3) Adopt a method, pursuant to subdivision (b) of Section 10608.20, for determining its urban water use target.

(b) In complying with this part, an urban retail water supplier may meet its urban water use target through efficiency improvements in any combination among its customer sectors. An urban retail water supplier shall avoid placing a disproportionate burden on any customer sector.

(c) For an urban retail water supplier that supplies water to a United States Department of Defense military installation, the urban retail water supplier's implementation plan for complying with this part shall consider the United States Department of Defense military installation's requirements under federal Executive Order 13423.

(d) (1) Any ordinance or resolution adopted by an urban retail water supplier after the effective date of this section shall not require existing customers as of the effective date of this section, to undertake changes in product formulation, operations, or equipment that would reduce process water use, but may provide technical assistance and financial incentives to those customers to implement efficiency measures for process water. This section shall not limit an ordinance or resolution adopted pursuant to a declaration of drought emergency by an urban retail water supplier.

(2) This part shall not be construed or enforced so as to interfere with the requirements of Chapter 4 (commencing with Section 113980) to Chapter 13 (commencing with Section 114380), inclusive, of Part 7 of Division 104 of the Health and Safety Code, or any requirement or standard for the protection of public health, public safety, or worker safety established by federal, state, or local government or recommended by recognized standard setting organizations or trade associations.

10608.28.

(a) An urban retail water supplier may meet its urban water use target within its retail service area, or through mutual agreement, by any of the following:

(1) Through an urban wholesale water supplier.

(2) Through a regional agency authorized to plan and implement water conservation, including, but not limited to, an agency established under the Bay Area Water Supply and Conservation Agency Act (Division 31 (commencing with Section 81300)).

(3) Through a regional water management group as defined in Section 10537.

(4) By an integrated regional water management funding area.

(5) By hydrologic region.

(6) Through other appropriate geographic scales for which computation methods have been developed by the department.

(b) A regional water management group, with the written consent of its member agencies, may undertake any or all planning, reporting, and implementation functions under this chapter for the member agencies that consent to those activities. Any data or reports shall provide information both for the regional water management group and separately for each consenting urban retail water supplier and urban wholesale water supplier.

10608.32. All costs incurred pursuant to this part by a water utility regulated by the Public Utilities Commission may be recoverable in rates subject to review and approval by the Public Utilities Commission, and may be recorded in a memorandum account and reviewed for reasonableness by the Public Utilities Commission.

10608.36. Urban wholesale water suppliers shall include in the urban water management plans required pursuant to Part 2.6 (commencing with Section 10610) an assessment of their present and proposed future measures, programs, and policies to help achieve the water use reductions required by this part.

10608.40. Urban water retail suppliers shall report to the department on their progress in meeting their urban water use targets as part of their urban water management plans submitted pursuant to Section 10631. The data shall be reported using a standardized form developed pursuant to Section 10608.52.

10608.42. The department shall review the 2015 urban water management plans and report to the Legislature by December 31, 2016, on progress towards achieving a 20-percent reduction in urban water use by December 31, 2020. The report shall include recommendations on changes to water efficiency standards or urban water use targets in order to achieve the 20-percent reduction and to reflect updated efficiency information and technology changes.

10608.43. The department, in conjunction with the California Urban Water Conservation Council, by April 1, 2010, shall convene a representative task force consisting of academic experts, urban retail water suppliers, environmental organizations, commercial water users, industrial water users, and institutional water users to develop alternative best management practices for commercial, industrial, and institutional users and an assessment of the potential statewide water use efficiency improvement in the commercial, industrial, and institutional sectors that would result from implementation of these best management practices. The taskforce, in conjunction with the department, shall submit a report to the Legislature by April 1, 2012, that shall include a review of multiple sectors within commercial, industrial, and institutional users and that shall recommend water use efficiency standards for

commercial, industrial, and institutional users among various sectors of water use. The report shall include, but not be limited to, the following:

(a) Appropriate metrics for evaluating commercial, industrial, and institutional water use.

(b) Evaluation of water demands for manufacturing processes, goods, and cooling.

(c) Evaluation of public infrastructure necessary for delivery of recycled water to the commercial, industrial, and institutional sectors.

(d) Evaluation of institutional and economic barriers to increased recycled water use within the commercial, industrial, and institutional sectors.

(e) Identification of technical feasibility and cost of the best management practices to achieve more efficient water use statewide in the commercial, industrial, and institutional sectors that is consistent with the public interest and reflects past investments in water use efficiency.

10608.44. Each state agency shall reduce water use on facilities it operates to support urban retail water suppliers in meeting the target identified in Section 10608.16.

APPENDIX C

NOTIFICATION MEMORANDA

FONTANA WATER COMPANY

A DIVISION OF SAN GABRIEL VALLEY WATER COMPANY

15966 ARROW ROUTE • P.O. BOX 987, FONTANA, CALIFORNIA 92334 • (909) 822-2201

March 16, 2011

RECEIVED

MAR 18 2011

STETSON ENGINEERS, INC

Mr. Anthony Araiza
General Manager
West Valley Water District
655 West Base Line Road
Rialto, CA 92376

Subject: Urban Water Management Plan 2010 Review

Dear Mr. Araiza:

Fontana Water Company is currently in the process of reviewing its Urban Water Management Plan (UWMP). The Urban Water Management Planning Act, Water Code Section 10610 et seq., requires every urban water supplier to prepare and adopt a UWMP and periodically update that plan at least once every five years. The UWMP is a planning document and a source document which reports, describes and evaluates water deliveries and uses, water supply sources and water conservation efforts.

As an urban water supplier, Fontana Water Company coordinates with water management agencies, relevant public agencies and other water suppliers on the preparation of the UWMP. Fontana Water Company will be reviewing the UWMP and will make amendments and updates, as appropriate.

If you wish to contact Fontana Water Company about its review process, you may do so by writing to the undersigned.

Very truly yours,

Robert K. Young
General Manager

RKY:sr

FONTANA WATER COMPANY

A DIVISION OF SAN GABRIEL VALLEY WATER COMPANY

15966 ARROW ROUTE • P.O. BOX 987, FONTANA, CALIFORNIA 92334 • (909) 822-2201

March 16, 2011

Mr. Martin E. Zvirbulis
General Manager and Chief Executive Officer
Cucamonga Valley Water District
10440 Ashford Street
Rancho Cucamonga, CA 91730

Subject: Urban Water Management Plan 2010 Review

Dear Mr. Zvirbulis:

Fontana Water Company is currently in the process of reviewing its Urban Water Management Plan (UWMP). The Urban Water Management Planning Act, Water Code Section 10610 et seq., requires every urban water supplier to prepare and adopt a UWMP and periodically update that plan at least once every five years. The UWMP is a planning document and a source document which reports, describes and evaluates water deliveries and uses, water supply sources and water conservation efforts.

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Very truly yours,

Robert K. Young
General Manager

RKY:sr

FONTANA WATER COMPANY

A DIVISION OF SAN GABRIEL VALLEY WATER COMPANY

15966 ARROW ROUTE • P.O. BOX 987, FONTANA, CALIFORNIA 92334 • (909) 822-2201

March 16, 2011

Ms. Danielle Maurizio
Chief Executive Officer
Chino Basin Watermaster
9641 San Bernardino Road
Rancho Cucamonga, CA 91730

Subject: Urban Water Management Plan 2010 Review

Dear Ms. Maurizio:

Fontana Water Company is currently in the process of reviewing its Urban Water Management Plan (UWMP). The Urban Water Management Planning Act, Water Code Section 10610 et seq., requires every urban water supplier to prepare and adopt a UWMP and periodically update that plan at least once every five years. The UWMP is a planning document and a source document which reports, describes and evaluates water deliveries and uses, water supply sources and water conservation efforts.

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Very truly yours,

Robert K. Young
General Manager

RKY:sr

FONTANA WATER COMPANY

A DIVISION OF SAN GABRIEL VALLEY WATER COMPANY

15966 ARROW ROUTE • P.O. BOX 987, FONTANA, CALIFORNIA 92334 • (909) 822-2201

March 16, 2011

County of San Bernardino
385 North Arrowhead Avenue
San Bernardino, CA 92415

Attention: Registrar-Recorder/County Clerk

Subject: Urban Water Management Plan 2010 Review

Gentlemen:

Fontana Water Company is currently in the process of reviewing its Urban Water Management Plan (UWMP). The Urban Water Management Planning Act, Water Code Section 10610 et seq., requires every urban water supplier to prepare and adopt a UWMP and periodically update that plan at least once every five years. The UWMP is a planning document and a source document which reports, describes and evaluates water deliveries and uses, water supply sources and water conservation efforts.

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Very truly yours,

Robert K. Young
General Manager

RKY:sr

FONTANA WATER COMPANY

A DIVISION OF SAN GABRIEL VALLEY WATER COMPANY

15966 ARROW ROUTE • P.O. BOX 987, FONTANA, CALIFORNIA 92334 • (909) 822-2201

March 16, 2011

City of San Bernardino
300 North D Street
San Bernardino, CA 92418

Attention: City Clerk

Subject: Urban Water Management Plan 2010 Review

Gentlemen:

Fontana Water Company is currently in the process of reviewing its Urban Water Management Plan (UWMP). The Urban Water Management Planning Act, Water Code Section 10610 et seq., requires every urban water supplier to prepare and adopt a UWMP and periodically update that plan at least once every five years. The UWMP is a planning document and a source document which reports, describes and evaluates water deliveries and uses, water supply sources and water conservation efforts.

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Very truly yours,

Robert K. Young
General Manager

RKY:sr

FONTANA WATER COMPANY

A DIVISION OF SAN GABRIEL VALLEY WATER COMPANY

15966 ARROW ROUTE • P.O. BOX 987, FONTANA, CALIFORNIA 92334 • (909) 822-2201

March 16, 2011

City of Rialto
150 South Palm Avenue
Rialto, CA 92376

Attention: City Clerk

Subject: Urban Water Management Plan 2010 Review

Gentlemen:

Fontana Water Company is currently in the process of reviewing its Urban Water Management Plan (UWMP). The Urban Water Management Planning Act, Water Code Section 10610 et seq., requires every urban water supplier to prepare and adopt a UWMP and periodically update that plan at least once every five years. The UWMP is a planning document and a source document which reports, describes and evaluates water deliveries and uses, water supply sources and water conservation efforts.

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Very truly yours,

Robert K. Young
General Manager

RKY:sr

FONTANA WATER COMPANY

A DIVISION OF SAN GABRIEL VALLEY WATER COMPANY

15966 ARROW ROUTE • P.O. BOX 987, FONTANA, CALIFORNIA 92334 • (909) 822-2201

March 16, 2011

City of Rancho Cucamonga
10500 Civic Center Drive
Rancho Cucamonga, CA 91730

Attention: City Clerk

Subject: Urban Water Management Plan 2010 Review

Gentlemen:

Fontana Water Company is currently in the process of reviewing its Urban Water Management Plan (UWMP). The Urban Water Management Planning Act, Water Code Section 10610 et seq., requires every urban water supplier to prepare and adopt a UWMP and periodically update that plan at least once every five years. The UWMP is a planning document and a source document which reports, describes and evaluates water deliveries and uses, water supply sources and water conservation efforts.

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Very truly yours,

Robert K. Young
General Manager

RKY:sr

FONTANA WATER COMPANY

A DIVISION OF SAN GABRIEL VALLEY WATER COMPANY

15966 ARROW ROUTE • P.O. BOX 987, FONTANA, CALIFORNIA 92334 • (909) 822-2201

March 16, 2011

City of Fontana
8353 Sierra Avenue
Fontana, CA 92335

Attention: City Clerk

Subject: Urban Water Management Plan 2010 Review

Gentlemen:

Fontana Water Company is currently in the process of reviewing its Urban Water Management Plan (UWMP). The Urban Water Management Planning Act, Water Code Section 10610 et seq., requires every urban water supplier to prepare and adopt a UWMP and periodically update that plan at least once every five years. The UWMP is a planning document and a source document which reports, describes and evaluates water deliveries and uses, water supply sources and water conservation efforts.

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Very truly yours,

Robert K. Young
General Manager

RKY:sr

APPENDIX D

NOTICE OF PUBLIC HEARING

CALIFORNIA NEWSPAPER SERVICE BUREAU

D A I L Y J O U R N A L C O R P O R A T I O N

Mailing Address : 915 E FIRST ST, LOS ANGELES, CA 90012
Telephone (213) 229-5300 / Fax (213) 229-5481
Visit us @ WWW.DAILYJOURNAL.COM

BRENDA FOWLER
FONTANA WATER COMPANY
15966 ARROW ROUTE
FONTANA, CA 92335

COPY OF NOTICE

Notice Type: HRGSB NOTICE OF HEARING-SB

Ad Description 2010 URBAN WATER MANAGEMENT PLAN

To the right is a copy of the notice you sent to us for publication in the SAN BERNARDINO COUNTY SUN. Please read this notice carefully and call us with any corrections. The Proof of Publication will be filed with the County Clerk, if required, and mailed to you after the last date below. Publication date(s) for this notice is (are):

06/15/2011 , 06/22/2011

SBS# 2107980

NOTICE OF PUBLIC HEARING
FONTANA WATER COMPANY

PLEASE TAKE NOTICE that Fontana Water Company will hold a public hearing for adoption of its 2010 Urban Water Management Plan (''Plan'') at 2 p.m., June 29, 2011 at 15966 Arrow Route, Fontana, California. The Plan is available for public inspection, prior to adoption, during normal business hours at Fontana Water Company's office located at 15966 Arrow Route, Fontana, California. The Plan may also be viewed on the web at www.fontanawater.com.
Dated: June 3, 2011
By: /s/ R. K. Young
General Manager
Fontana Water Company
6/15, 6/22/11

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FONTANA WATER COMPANY

A DIVISION OF SAN GABRIEL VALLEY WATER COMPANY

15966 ARROW ROUTE • P.O. BOX 987, FONTANA, CALIFORNIA 92334 • (909) 822-2201

June 15, 2011

County of San Bernardino
385 North Arrowhead Avenue
San Bernardino, CA 92415

Attention: Registrar-Recorder/County Clerk

Subject: Notice of Public Hearing – 2010 Urban Water Management Plan

Gentlemen:

The Urban Water Management Planning Act, Water Code Section 10610 et seq., ("UWMP Act") requires every urban water supplier with more than 3,000 customers or purveying more than 3,000 acre-feet per year to prepare and adopt an Urban Water Management Plan ("UWMP") and to periodically update that plan at least once every five years.

The UWMP is a planning document and a source document which reports, describes, and evaluates water deliveries, water uses, water supply sources, and conservation efforts. Fontana Water Company has prepared a final draft of its 2010 UWMP, which is available for review on its website www.fontanawater.com.

As an urban water supplier, Fontana Water Company is required, pursuant to Section 10642 of the UWMP Act, to provide notice of the time and place of hearing to any city or county where Fontana Water Company is providing water service. Fontana Water Company invites you to submit written comments to the final draft of Fontana Water Company's UWMP on or prior to the Public Hearing which will be held on June 29, 2011, at 2:00 p.m. at its offices located at 15966 Arrow Route, Fontana, California 92335.

If you have any question or need additional information, please contact me.

Very truly yours,

Robert K. Young
General Manager

RKY:sr

COPY

FONTANA WATER COMPANY

A DIVISION OF SAN GABRIEL VALLEY WATER COMPANY

15966 ARROW ROUTE • P.O. BOX 987, FONTANA, CALIFORNIA 92334 • (909) 822-2201

June 15, 2011

City of Rialto
150 South Palm Avenue
Rialto, CA 92376

Attention: City Clerk

Subject: Notice of Public Hearing – 2010 Urban Water Management Plan

Gentlemen:

The Urban Water Management Planning Act, Water Code Section 10610 et seq., ("UWMP Act") requires every urban water supplier with more than 3,000 customers or purveying more than 3,000 acre-feet per year to prepare and adopt an Urban Water Management Plan ("UWMP") and to periodically update that plan at least once every five years.

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Robert K. Young
General Manager

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FONTANA WATER COMPANY

A DIVISION OF SAN GABRIEL VALLEY WATER COMPANY

15966 ARROW ROUTE • P.O. BOX 987, FONTANA, CALIFORNIA 92334 • (909) 822-2201

June 15, 2011

City of Rancho Cucamonga
10500 Civic Center Drive
Rancho Cucamonga, CA 91730

Attention: City Clerk

Subject: Notice of Public Hearing – 2010 Urban Water Management Plan

Gentlemen:

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Very truly yours,

Robert K. Young
General Manager

RKY:sr

COPY

FONTANA WATER COMPANY

A DIVISION OF SAN GABRIEL VALLEY WATER COMPANY

15966 ARROW ROUTE • P.O. BOX 987, FONTANA, CALIFORNIA 92334 • (909) 822-2201

June 15, 2011

City of Fontana
8353 Sierra Avenue
Fontana, CA 92335

Attention: City Clerk

Subject: Notice of Public Hearing – 2010 Urban Water Management Plan

Gentlemen:

The Urban Water Management Planning Act, Water Code Section 10610 et seq., ("UWMP Act") requires every urban water supplier with more than 3,000 customers or purveying more than 3,000 acre-feet per year to prepare and adopt an Urban Water Management Plan ("UWMP") and to periodically update that plan at least once every five years.

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If you have any question or need additional information, please contact me.

Very truly yours,

Robert K. Young
General Manager

RKY:sr

Fontana Water Company

Urban Water Management Plan 2010 Update
Public Hearing
June 29, 2011

Agenda

- Welcome
- UWMP Act Requirements
- Present overview of UWMP document
- Open public hearing - Receive Input
- Close public hearing
- Process to finalize UWMP document

UWMP ACT Requirements

- Long term water resource planning document
- Required to be updated at least once every 5 years
- Coordinate preparation of UWMP with other appropriate agencies in the area
- Notified cities and the County of San Bernardino on March 16th that Fontana Water will be reviewing its UWMP and considering amendments

UWMP ACT Requirements (Cont.)

- Prior to adopting the plan, the draft UWMP shall be available for public inspection
- Public notice of hearing
  - Daily Journal - June 15 and June 22
  - Notice of hearing to Cities and County – June 15
  - Draft Plan available on Fontana Water Web site – June 15
- Conduct one public hearing
- After the hearing, the UWMP shall be adopted as prepared or as modified after the hearing

UWMP Organization

- **Chapter 1 Plan Preparation**
- **Chapter 2 System Description**
  - Service Area Physical Description
  - Service Area Population
- **Chapter 3 System Demands**
  - Water Demands: Past, Current and Projected; Projected Water Demands for Low Income Households
  - SBX7-7 Baseline and Targets

Water Conservation and SBX7-7 Requirements

- New state law passed in late 2009 requires water utilities to reduce per capita consumption by 20% by 2020
- Methodologies developed through a California Department of Water Resources public committee process
- State-wide demand reduction targets were calculated
- Targets achieved by combination of water conservation and recycled water programs
- Fontana Water is a signatory to the water conservation best practices MOU developed by the California Urban Water Conservation Council

Baseline and Target Results

- 10 Year Baseline: 218 gallons/capita per day
- Method 1 Used to Calculate Water Use Target
- 2020 Target: 175 gallons/capita per day
- 2015 Target: 197 gallons/capita per day
- 2010 Actual: 178 gallons/capita per day

UWMP Organization (Cont.)

- **Chapter 4 System Supplies**
  - Water Sources
  - Groundwater
  - Transfer Opportunities
  - Desalinated Water Opportunities
  - Recycled Water Opportunities
  - Future Water Projects

Production and Storage

Typical Production Well

Typical Storage Reservoirs

UWMP Organization (Cont.)

- **Chapter 5 Water Supply Reliability and Water Shortage Contingency Planning**
  - Water Supply Reliability
  - Water Shortage Contingency Planning
  - Water Quality
  - Drought Planning

Fontana Water Company Utilizes The Best Available Treatment Technologies To Assure The Water Meets All State And Federal Safe Drinking Water Standards

UWMP Organization (Cont)

- Chapter 6 Demand Management Measures
  - Measures being implemented
    - SF Residential and MF Residential
    - Residential plumbing retro-fit
    - System water audits, leak detection
    - Metering and commodity rates
    - Large landscape conservation programs
    - High efficiency washing machine rebate program
    - Public information programs
    - School education programs
    - Commercial, industrial and institutional conservation programs
    - Conservation pricing
    - Water conservation coordinator
    - Water waste prohibition
    - Residential ultra-low flush toilet replacement program

UWMP Plan Adoption, Submittal and Implementation

- Plan adoption by Fontana Water Company's governing board
- Submittal to DWR, California State Library and Cities and the County of San Bernardino within 30 days of adoption
- Public Availability
  - The adopted plan will be available for inspection at the company's office during normal business hours AND on the Company's web site at www.fontanawater.com

Questions? Comments?

Fontana Water Company Division
San Gabriel Valley Water Company
15966 Arrow Route
Fontana, California 92335
(909) 822-2201

APPENDIX E

RESOLUTION ADOPTING PLAN

SAN GABRIEL VALLEY WATER COMPANY

RESOLUTION ADOPTED JULY 5, 2011

WHEREAS, Provisions of the Urban Water Management Planning Act, Water Code Sections 10610 through 10656 ("Act"), require certain water suppliers such as San Gabriel Valley Water Company to prepare, review, adopt, and submit to the State of California Department of Water Resources, the California State Library, and each city and county within which the Corporation provides water supplies, an Urban Water Management Plan and, when necessary, amendments and updates thereto as provided by the Act;

NOW THEREFORE BE IT RESOLVED, That the San Gabriel Valley Water Company 2010 Urban Water Management Plan and the Fontana Water Company 2010 Urban Water Management Plan, both as updated and amended, prepared by San Gabriel Valley Water Company and upon which Public Hearings were duly held in accordance with the provisions of the Act, be and the same are hereby adopted as of July 1, 2011; and

RESOLVED FURTHER, That the officers of this corporation are instructed to cause copies of the San Gabriel Valley Water Company 2010 Urban Water Management Plan and the Fontana Water Company 2010 Urban Water Management Plan to be delivered to the State of California Department of Water Resources, the California State Library, and each city and county within which the Corporation provides water supplies.

I, R. H. Nicholson, Jr., Assistant Secretary of San Gabriel Valley Water Company, do hereby certify that the foregoing resolution is a full, true, and correct copy of a resolution adopted at the meeting of the Board of Directors of said Corporation held on July 5, 2011.

Dated: July 13, 2011

Assistant Secretary

APPENDIX F

POPULATION PROJECTIONS TECHNICAL MEMORANDUM, DCSE, MARCH 1, 2011

Technical Memorandum

Date: March 1, 2011

From: Masoud Hoseyni (DCSE)

To: Robert DiPrimio (SGVWC)

Subject: Methodology to Project Population for SGVWC's Service Areas

Introduction

This document describes the methodology used in population projection within the boundary of served parcels by SGVWC's Los Angeles and Fontana Divisions. The methodology used for this study closely follows the methodology used by Southern California Association of Governments (SCAG) to forecast growth in support of its Regional Transportation Plan (RTP) preparation. SCAG's data is widely used by governmental agencies in their planning activities.

The following sections will describe:

1. Methodology used in SGVWC's study
    a. Data Sources
    b. Methodology
2. Population Projections for Los Angeles Division
3. Population Study for Fontana Division
4. SCAG's Methodology
5. Validation of SCAG's Methodology

1. Methodology Used in SGVWC's Study

This study used the SCAG's "Traffic Analysis Zones" (TAZ) population projection data which is primarily based on small area baseline projections provided by the local jurisdictions. The baseline projection provides demographic trends, existing land use, and general plan land use policies. The TAZ information provides projections for total population, household, and employment for 2005 – 2035 in five year increments.

The challenge in determining the population projection for SGVWC's served parcels is in assigning population data from TAZ areas when the whole TAZ area is not within the boundary of parcels served by SGVWC. A methodology had to be devised to proportion the population based on a realistic weighting factor. This methodology is described in the following sections.

1.1 Data Sources

The following data sources were used in this study:

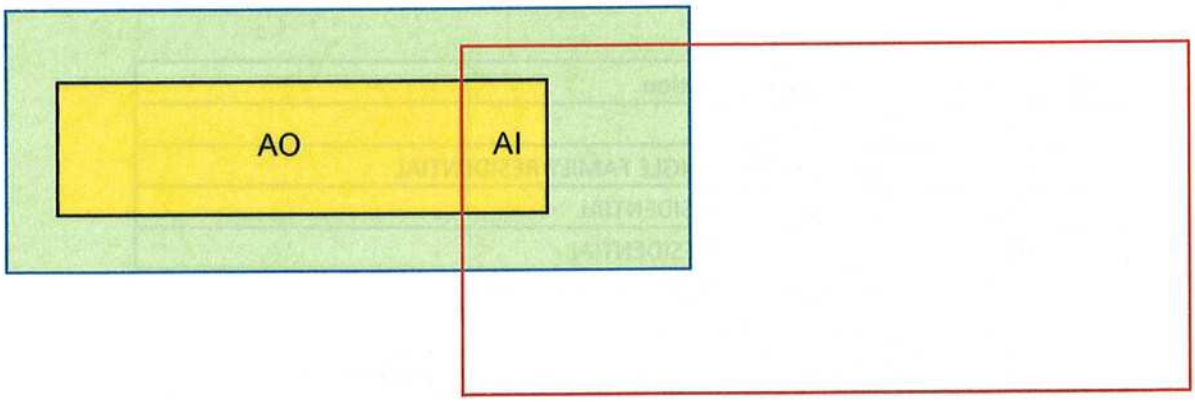
1. SGVWC's Boundary of Served Parcels – Based on the information provided by SGVWC, DCSE prepared the boundaries for parcels served by SGVWC's Los Angeles and Fontana Divisions in GIS
2. Transportation Analysis Zone (TAZ) GIS boundary data obtained from SCAG (Base year 2006)
3. Los Angeles & San Bernardino Counties Land use data - GIS boundary data from SCAG (2005)
4. Land Use Code Descriptions and Key Signatures obtained from SCAG
5. Los Angeles & San Bernardino Counties population forecast by TAZ zone obtained from SCAG 2007 Regional Transportation Plan

1.2 Methodology

The methodology uses parcel land use data to "pro-rate" the population projections based on the concept that only parcels with housing land use codes contribute to population projections for each TAZ zone. If a TAZ zone boundary intersects only with the non-housing land use, then this TAZ zone will not contribute to population totals. However, if a particular TAZ zone intersects with portion of the housing land use, then "pro-ration" ratio of housing area to the total housing area of the TAZ zone will be calculated. The calculated pro-ration ratio will then be used to pro-rate the TAZ zone population to the service area. Figure 1 illustrates the diagram for calculating service area population.

In order to pro-rate the population projection data, one needs to calculate the percentage of population of each TAZ area data that contributes to the SGVWC's served boundaries. This is achieved by overlaying the parcel data on the TAZ boundary data and calculating the area of the parcels with the valid Land use code that contribute to TAZ population projections. The same area is calculated for each TAZ area within the SGVWC's served boundaries. The population is then pro-rated using the ratio of the calculated parcel areas within the served boundaries for each TAZ area and the total parcel areas within the same TAZ area. For example if the entire TAZ area falls within the SGVWC's served boundaries, then 100% of the projected population will be assigned to the corresponding boundary. If the area of parcels within a TAZ area that are within the served boundary, is 50% of the total parcel areas within the TAZ area, then 50% of the projected population will be assigned to the corresponding served boundary. The same methodology is used by the Metropolitan Water District in their estimation of the population within its service area.

Figure 1 – Illustration Diagram for Calculating Served Area Population



Served Area Population = TAZ Zone Population * AI / (AI + AO)

TAZ Zone Boundary

Housing Land Use

Non-Housing Land Use

Served Parcels Boundary

AI: TAZ Housing Area Inside Service Area

AO: TAZ Housing Area Outside Service Area

The following land use codes contribute to TAZ population projections and are used in this study.

Land Use Code	Land Use Description
1110	SINGLE FAMILY
1111	HIGH DENSITY SINGLE FAMILY RESIDENTIAL
1112	LOW DENSITY RESIDENTIAL
1120	MULTI-FAMILY RESIDENTIAL
1121	MIXED MULTI-FAMILY RESIDENTIAL
1122	DUPLEXES AND TRIPLEXES
1123	LOW-RISE APPARTMENTS, CONDOS, AND TOWNHOMES
1124	MEDIUM-RISE APARTMENTS AND CONDOS
1125	HIGH-RISE APARTMENTS AND CONDOS
1130	MOBILE HOMES AND TRAILER PARKS
1131	TRAILER PARKS AND MOBILE HOME COURTS, HIGH DENSITY
1132	MOBILE HOME COURTS AND SUB-DIVISIONS, LOW DENSITY
1140	MIXED RESIDENTIAL
1150	RURAL RESIDENTIAL
1151	RURAL RESIDENTIAL HIGH DENSITY
1152	RURAL RESIDENTIAL LOW DENSITY

2. Population Projections for Los Angeles Division

SGVWC provided DCSE with a hand drawn map of the boundary of parcels served by its Los Angeles Division. DCSE prepared a boundary polygon in GIS which was used in this study to overlay on the TAZ and LA County parcel data.

The methodology described in Section 1 above was used to obtain the population projection for the Los Angeles Division. The population for the Los Angeles Division in 2010 is estimated to be 330,948 and is projected to grow to 396,363 in 2035. Table 1 summarizes the projected population in 5 year increments for the period of 2010 – 2035.

As mentioned above, the source for the served parcels boundary was a hand drawn map. SGVWC staff carefully reviewed the boundary map and discovered a few inaccuracies in the original hand-drawn map. Six areas (Mutuals) within the LA division boundary were excluded since they were served by other agencies. Additionally, the boundary was modified to accurately reflect the current boundary of the served parcels. DCSE incorporated the modifications and developed a new boundary for the served parcels.

DCSE then used the modified boundary to obtain population projection for SGVWC's LA Division, following the methodology described above. The population for the Los Angeles Division in 2010, using the modified boundary, is estimated to be 271,817 and is projected to grow to 326,611 in 2035. Table 2 summarizes the projected population in 5 year increments for the period of 2010 – 2035. Figure 2 shows the Served Boundaries used for LA Division.

Table 1: SGVWC - Population Projection for Los Angeles Division

COUNTY	TAZ	Population_Ratio	POP03	POP03_SA	POP05	POP05_SA	POP10	POP10_SA	POP15	POP15_SA	POP20	POP20_SA	POP25	POP25_SA	POP30	POP30_SA	POP35	POP35_SA
Los Angeles	240460000	1	1	1	1	1	1	1	1	1	2	2	2	2	2	2	2	2
Los Angeles	240470100	1	6,315	6,315	6,437	6,437	6,677	6,677	6,835	6,835	7,008	7,008	7,175	7,175	7,335	7,335	7,488	7,488
Los Angeles	240470200	0.98	6,634	6,501	6,679	6,545	6,768	6,632	6,829	6,692	6,900	6,762	6,969	6,829	7,036	6,895	7,099	6,957
Los Angeles	240470300	1	3,582	3,582	3,606	3,606	3,654	3,654	3,686	3,686	3,724	3,724	3,761	3,761	3,797	3,797	3,831	3,831
Los Angeles	240480100	0.37	7,268	2,689	7,310	2,704	7,393	2,735	7,450	2,756	7,516	2,780	7,580	2,804	7,642	2,827	7,701	2,849
Los Angeles	240480200	0.49	4,817	2,360	4,869	2,385	4,973	2,436	5,041	2,470	5,115	2,506	5,187	2,541	5,255	2,574	5,320	2,606
Los Angeles	240480300	1	2,064	2,064	2,143	2,143	2,302	2,302	2,407	2,407	2,511	2,511	2,611	2,611	2,706	2,706	2,798	2,798
Los Angeles	240490200	0.03	3,961	118	3,981	119	4,022	120	4,049	121	4,082	122	4,113	123	4,143	124	4,172	125
Los Angeles	240680000	0.15	5,005	750	5,057	758	5,200	780	5,454	818	5,714	857	5,965	894	6,209	931	6,442	966
Los Angeles	240690000	0.83	8,877	7,367	9,085	7,540	9,605	7,972	10,278	8,530	10,972	9,106	11,647	9,667	12,300	10,209	12,925	10,727
Los Angeles	240700100	1	6,287	6,287	6,442	6,442	6,795	6,795	7,196	7,196	7,611	7,611	8,013	8,013	8,402	8,402	8,774	8,774
Los Angeles	240700200	1	4,176	4,176	4,311	4,311	4,627	4,627	4,997	4,997	5,367	5,367	5,726	5,726	6,073	6,073	6,406	6,406
Los Angeles	240710100	0.82	5,498	4,508	5,532	4,536	5,730	4,698	6,051	4,961	6,317	5,179	6,592	5,405	6,853	5,619	7,102	5,823
Los Angeles	240710200	0.92	5,856	5,387	5,896	5,424	6,127	5,636	6,500	5,980	6,807	6,262	7,125	6,555	7,427	6,832	7,715	7,097
Los Angeles	240720000	0.16	7,838	1,254	7,892	1,262	8,207	1,313	8,717	1,394	9,137	1,461	9,571	1,531	9,984	1,597	10,378	1,660
Los Angeles	240730100	0.03	5,093	152	5,249	157	5,615	168	6,043	181	6,472	194	6,887	206	7,290	218	7,674	230
Los Angeles	240730200	0.08	3,690	295	3,789	303	4,018	321	4,281	342	4,547	363	4,804	384	5,054	404	5,292	423
Los Angeles	240820200	0.82	1,922	1,576	1,977	1,621	2,102	1,723	2,244	1,840	2,385	1,955	2,523	2,068	2,655	2,177	2,782	2,281
Los Angeles	240820202	0.48	305	146	306	146	306	146	306	146	307	147	307	147	307	147	307	147
Los Angeles	240820203	1	358	358	369	369	394	394	422	422	451	451	478	478	504	504	529	529
Los Angeles	240830100	1	6,107	6,107	6,296	6,296	6,730	6,730	7,234	7,234	7,756	7,756	8,260	8,260	8,749	8,749	9,217	9,217
Los Angeles	240830200	0.95	3,947	3,749	4,082	3,877	4,392	4,172	4,749	4,511	5,112	4,856	5,462	5,188	5,802	5,511	6,127	5,820
Los Angeles	240830300	0.89	4,260	3,791	4,390	3,907	4,689	4,173	5,034	4,480	5,385	4,792	5,725	5,095	6,054	5,388	6,370	5,669
Los Angeles	240840100	1	4,421	4,421	4,552	4,552	4,853	4,853	5,198	5,198	5,542	5,542	5,875	5,875	6,197	6,197	6,506	6,506
Los Angeles	240840200	1	5,862	5,862	6,101	6,101	6,649	6,649	7,276	7,276	7,878	7,878	8,462	8,462	9,027	9,027	9,568	9,568
Los Angeles	240850100	0.69	3,491	2,408	3,600	2,484	3,849	2,655	4,139	2,855	4,439	3,062	4,730	3,263	5,011	3,457	5,280	3,643
Los Angeles	240850200	0.95	8,369	7,950	8,622	8,190	9,203	8,742	9,874	9,380	10,556	10,028	11,215	10,654	11,855	11,262	12,466	11,842
Los Angeles	240850300	1	6,734	6,734	6,936	6,936	7,399	7,399	7,933	7,933	8,471	8,471	8,991	8,991	9,496	9,496	9,978	9,978
Los Angeles	240860100	0.15	7,920	1,188	8,153	1,222	8,689	1,303	9,306	1,395	9,924	1,488	10,523	1,578	11,103	1,665	11,658	1,748
Los Angeles	240862500	0.55	4,420	2,431	4,552	2,503	4,854	2,669	5,202	2,861	5,551	3,053	5,889	3,238	6,217	3,419	6,530	3,591
Los Angeles	240862900	0.32	3,071	982	3,134	1,002	3,281	1,049	3,452	1,104	3,631	1,161	3,805	1,217	3,973	1,271	4,134	1,322
Los Angeles	243150000	0.07	9,036	632	9,246	647	9,677	677	10,133	709	10,603	742	11,058	774	11,497	804	11,915	834
Los Angeles	243230000	0	4,109	-	4,187	-	4,344	-	4,504	-	4,654	-	4,801	-	4,942	-	5,072	-
Los Angeles	243240100	1	3,779	3,779	3,837	3,837	3,951	3,951	4,075	4,075	4,216	4,216	4,355	4,355	4,487	4,487	4,610	4,610
Los Angeles	243240200	1	6,647	6,647	6,761	6,761	6,988	6,988	7,234	7,234	7,512	7,512	7,784	7,784	8,044	8,044	8,286	8,286
Los Angeles	243250000	1	8,007	8,007	8,148	8,148	8,431	8,431	8,737	8,737	9,090	9,090	9,436	9,436	9,768	9,768	10,076	10,076
Los Angeles	243260100	1	6,828	6,828	6,956	6,956	7,210	7,210	7,473	7,473	7,729	7,729	7,979	7,979	8,218	8,218	8,441	8,441
Los Angeles	243260200	1	4,831	4,831	4,941	4,941	5,162	5,162	5,389	5,389	5,610	5,610	5,825	5,825	6,032	6,032	6,223	6,223
Los Angeles	243270000	0.35	5,584	1,954	5,740	2,008	6,050	2,117	6,368	2,228	6,664	2,332	6,954	2,433	7,231	2,530	7,489	2,621
Los Angeles	243290100	0.29	4,586	1,329	4,629	1,342	4,724	1,369	4,785	1,387	4,853	1,407	4,919	1,426	4,982	1,444	5,042	1,462
Los Angeles	243310000	0.97	7,972	7,732	8,158	7,913	8,530	8,274	8,910	8,642	9,271	8,992	9,624	9,335	9,962	9,663	10,278	9,969
Los Angeles	243310001	1	5	5	5	5	6	6	6	6	6	6	6	6	6	6	7	7
Los Angeles	243320000	0.16	6,511	1,041	6,662	1,065	6,965	1,114	7,271	1,163	7,551	1,208	7,823	1,251	8,085	1,293	8,328	1,332
Los Angeles	243330100	1	10,601	10,601	10,862	10,862	11,385	11,385	11,923	11,923	12,441	12,441	12,946	12,946	13,431	13,431	13,881	13,881
Los Angeles	243330200	1	1,452	1,452	1,469	1,469	1,503	1,503	1,539	1,539	1,572	1,572	1,605	1,605	1,636	1,636	1,665	1,665
Los Angeles	243330300	1	7,731	7,731	7,846	7,846	8,076	8,076	8,312	8,312	8,539	8,539	8,761	8,761	8,973	8,973	9,170	9,170
Los Angeles	243340100	1	3,761	3,761	3,829	3,829	3,959	3,959	4,080	4,080	4,197	4,197	4,312	4,312	4,422	4,422	4,525	4,525
Los Angeles	243340200	0.99	5,073	5,022	5,155	5,103	5,320	5,266	5,487	5,432	5,646	5,589	5,802	5,743	5,952	5,892	6,091	6,030
Los Angeles	243340300	1	5,396	5,396	5,519	5,519	5,765	5,765	6,018	6,018	6,259	6,259	6,494	6,494	6,720	6,720	6,929	6,929
Los Angeles	243350100	1	2,311	2,311	2,362	2,362	2,460	2,460	2,546	2,546	2,643	2,643	2,735	2,735	2,825	2,825	2,911	2,911
Los Angeles	243350200	1	8,573	8,573	8,711	8,711	8,965	8,965	9,171	9,171	9,369	9,369	9,561	9,561	9,745	9,745	9,918	9,918
Los Angeles	243360100	1	5,201	5,201	5,261	5,261	5,394	5,394	5,478	5,478	5,568	5,568	5,654	5,654	5,737	5,737	5,817	5,817
Los Angeles	243360200	1	2,959	2,959	2,992	2,992	3,064	3,064	3,109	3,109	3,159	3,159	3,206	3,206	3,252	3,252	3,296	3,296
Los Angeles	243370000	1	3,548	3,548	3,612	3,612	3,735	3,735	3,849	3,849	3,986	3,986	4,118	4,118	4,246	4,246	4,369	4,369
Los Angeles	243380100	1	6,864	6,864	6,996	6,996	7,247	7,247	7,486	7,486	7,754	7,754	8,016	8,016	8,266	8,266	8,499	8,499
Los Angeles	243380200	1	3,054	3,054	3,114	3,114	3,232	3,232	3,339	3,339	3,461	3,461	3,577	3,577	3,690	3,690	3,796	3,796
Los Angeles	243390100	1	6,533	6,533	6,739	6,739	7,149	7,149	7,579	7,579	8,023	8,023	8,457	8,457	8,872	8,872	9,257	9,257
Los Angeles	243390200	1	4,256	4,256	4,331	4,331	4,482	4,482	4,640	4,640	4,805	4,805	4,966	4,966	5,120	5,120	5,263	5,263
Los Angeles	243400100	0.99	4,971	4,921	5,080	5,029	5,297	5,244	5,521	5,465	5,735	5,677	5,943	5,883	6,143	6,081	6,329	6,265

Table 1: SGVWC - Population Projection for Los Angeles Division

COUNTY	TAZ	Population_Ratio	POP03	POP03_SA	POP05	POP05_SA	POP10	POP10_SA	POP15	POP15_SA	POP20	POP20_SA	POP25	POP25_SA	POP30	POP30_SA	POP35	POP35_SA
Los Angeles	243400200	1	7,957	7,957	8,083	8,083	8,346	8,346	8,620	8,620	8,902	8,902	9,176	9,176	9,441	9,441	9,692	9,692
Los Angeles	248130000	0.89	3,126	2,782	3,155	2,807	3,217	2,863	3,258	2,899	3,303	2,939	3,347	2,978	3,389	3,016	3,429	3,051
Los Angeles	248140200	0.05	7,318	365	7,429	371	7,486	374	7,949	397	8,208	410	8,501	425	8,783	439	9,065	453
Los Angeles	248230100	0.11	5,455	600	5,525	607	5,560	611	5,850	643	6,017	661	6,205	682	6,386	702	6,567	722
Los Angeles	248230300	0	6,080	-	6,141	-	6,276	-	6,361	-	6,456	-	6,547	-	6,634	-	6,718	-
Los Angeles	248230400	0.04	4,101	164	4,142	165	4,232	169	4,289	171	4,352	174	4,413	176	4,471	178	4,528	181
Los Angeles	248240100	1	4,133	4,133	4,178	4,178	4,278	4,278	4,342	4,342	4,411	4,411	4,477	4,477	4,540	4,540	4,601	4,601
Los Angeles	248240200	0.97	7,511	7,285	7,648	7,418	7,957	7,718	8,254	8,006	8,570	8,312	8,874	8,607	9,169	8,893	9,451	9,167
Los Angeles	248250300	0.02	4,560	91	4,603	92	4,697	93	4,757	95	4,824	96	4,889	97	4,952	99	5,012	100
Los Angeles	248252100	0.65	6,005	3,903	6,186	4,020	6,602	4,291	7,076	4,599	7,548	4,906	8,006	5,203	8,449	5,491	8,873	5,767
Los Angeles	248252200	1	4,850	4,850	4,952	4,952	5,145	5,145	5,352	5,352	5,557	5,557	5,756	5,756	5,949	5,949	6,134	6,134
Los Angeles	248260000	0.23	7,153	1,645	7,226	1,661	7,695	1,769	8,127	1,869	8,498	1,954	8,842	2,033	9,186	2,112	9,504	2,185
Los Angeles	250020200	0.02	4,608	92	4,612	92	4,654	93	4,717	94	4,767	95	4,812	96	4,858	97	4,901	98
Los Angeles	250030000	0.96	3,054	2,931	3,136	3,010	3,201	3,072	3,267	3,136	3,341	3,207	3,413	3,276	3,481	3,341	3,546	3,404
Los Angeles	250040100	0.18	9,431	1,697	9,515	1,712	9,733	1,751	9,957	1,792	10,178	1,832	10,385	1,869	10,588	1,905	10,775	1,939
Los Angeles	250040200	0.05	5,339	266	5,379	268	5,501	275	5,625	281	5,743	287	5,853	292	5,962	298	6,061	303
Los Angeles	250050000	0.14	3,025	423	3,046	426	3,107	434	3,170	443	3,231	452	3,287	460	3,342	467	3,393	475
Los Angeles	250100000	1	8,193	8,193	8,392	8,392	8,557	8,557	8,728	8,728	8,910	8,910	9,086	9,086	9,255	9,255	9,416	9,416
Los Angeles	250120000	0.68	5,024	3,416	5,071	3,448	5,141	3,495	5,228	3,555	5,306	3,608	5,378	3,657	5,450	3,706	5,518	3,752
Los Angeles	250130000	0	7,038	-	7,044	-	7,107	-	7,201	-	7,275	-	7,341	-	7,410	-	7,475	-
Los Angeles	250140000	0.07	4,370	305	4,374	306	4,413	308	4,472	313	4,519	316	4,561	319	4,604	322	4,645	325
Los Angeles	250160000	0.39	7,141	2,784	7,179	2,799	7,283	2,840	7,411	2,890	7,521	2,933	7,621	2,972	7,721	3,011	7,814	3,047
Los Angeles	250210000	0.44	6,241	2,746	6,344	2,791	6,462	2,843	6,580	2,895	6,710	2,952	6,836	3,007	6,962	3,063	7,083	3,116
Los Angeles	250220000	1	6,810	6,810	7,000	7,000	7,151	7,151	7,300	7,300	7,458	7,458	7,609	7,609	7,755	7,755	7,894	7,894
Los Angeles	250230100	1	5,700	5,700	5,833	5,833	5,941	5,941	6,051	6,051	6,175	6,175	6,294	6,294	6,409	6,409	6,518	6,518
Los Angeles	250230200	1	3,131	3,131	3,241	3,241	3,363	3,363	3,474	3,474	3,594	3,594	3,710	3,710	3,821	3,821	3,927	3,927
Los Angeles	250240200	0.01	4,370	43	4,403	44	4,502	45	4,603	46	4,699	46	4,788	47	4,877	48	4,957	49
Los Angeles	250270000	0.33	6,986	2,305	7,132	2,353	7,544	2,489	7,864	2,595	8,193	2,703	8,512	2,808	8,819	2,910	9,113	3,007
Los Angeles	250270001	1	145	145	149	149	158	158	166	166	173	173	180	180	187	187	193	193
Los Angeles	253000300	0.99	3,079	3,048	3,100	3,069	3,119	3,087	3,132	3,100	3,133	3,101	3,133	3,101	3,133	3,101	3,134	3,102
Los Angeles	253000400	0.87	3,939	3,426	3,950	3,436	3,960	3,445	3,966	3,450	3,968	3,452	3,969	3,453	3,971	3,454	3,973	3,456
Los Angeles	253000500	0.67	4,763	3,191	4,803	3,218	4,838	3,241	4,861	3,256	4,861	3,256	4,862	3,257	4,862	3,257	4,862	3,257
Los Angeles	253000600	0.15	4,115	617	4,147	622	4,174	626	4,193	628	4,193	628	4,193	628	4,193	628	4,193	628
Los Angeles	253010100	0.06	5,402	324	5,440	326	5,473	328	5,495	329	5,495	329	5,495	329	5,495	329	5,495	329
Total			**478,481**	**311,845**	**487,055**	**318,166**	**505,048**	**330,948**	**524,842**	**344,526**	**544,195**	**358,170**	**563,041**	**371,439**	**581,246**	**384,236**	**598,514**	**396,363**

Table 2: SGVWC - Population Projection for Los Angeles Division (Corrected Boundary)

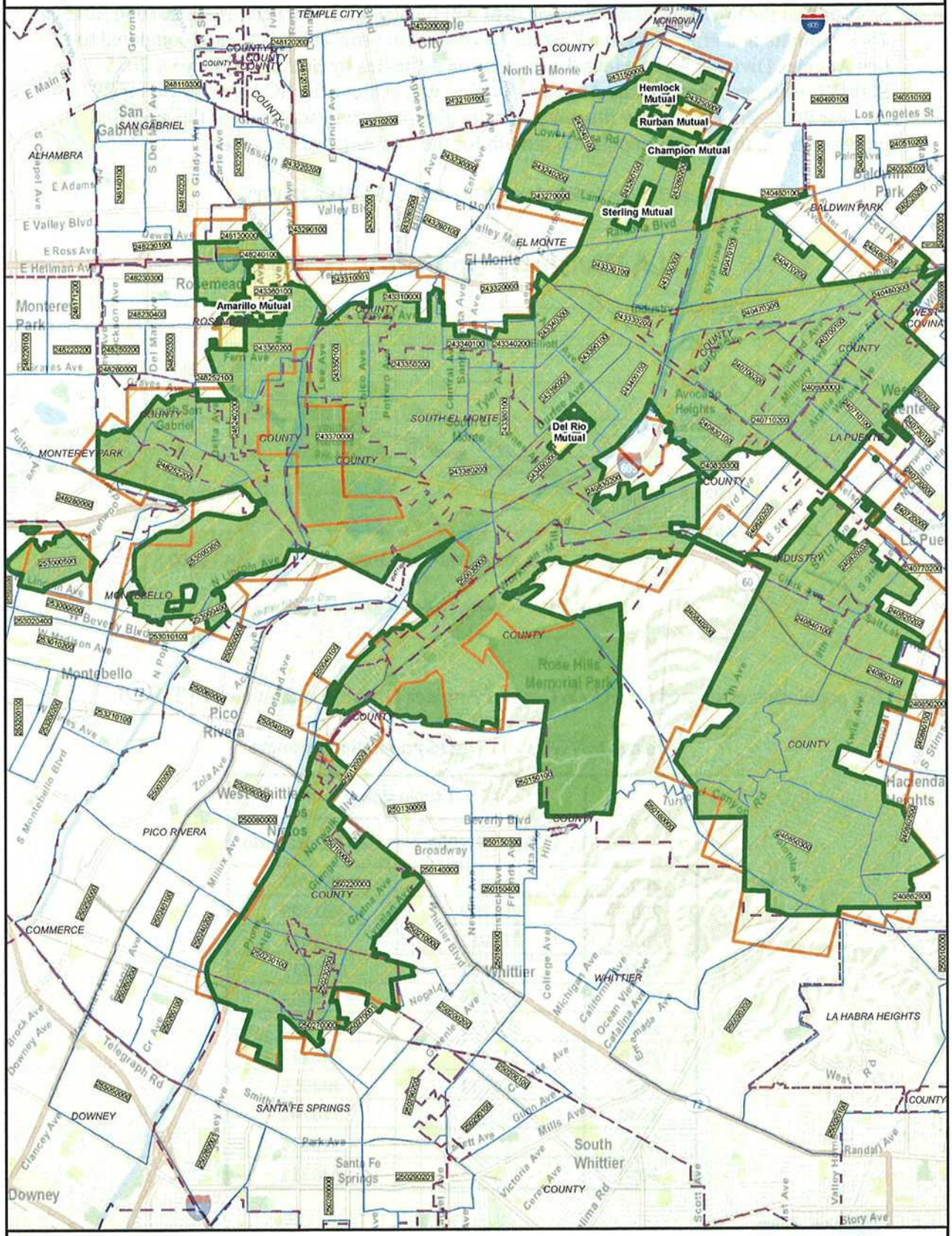
COUNTY	TAZ	Population_Ratio	POP03	POP03_SA	POP05	POP05_SA	POP10	POP10_SA	POP15	POP15_SA	POP20	POP20_SA	POP25	POP25_SA	POP30	POP30_SA	POP35	POP35_SA
Los Angeles	240460000	0.88	1	-	1	-	1	-	1	-	2	1	2	1	2	1	2	1
Los Angeles	240470100	0.99	6,315	6,251	6,437	6,372	6,677	6,610	6,835	6,766	7,008	6,937	7,175	7,103	7,335	7,261	7,488	7,413
Los Angeles	240470200	0.87	6,634	5,771	6,679	5,810	6,768	5,888	6,829	5,941	6,900	6,003	6,969	6,063	7,036	6,121	7,099	6,176
Los Angeles	240470300	1	3,582	3,582	3,606	3,606	3,654	3,654	3,686	3,686	3,724	3,724	3,761	3,761	3,797	3,797	3,831	3,831
Los Angeles	240480300	0.92	2,064	1,898	2,143	1,971	2,302	2,117	2,407	2,214	2,511	2,310	2,611	2,402	2,706	2,489	2,798	2,574
Los Angeles	240680000	0.03	5,005	150	5,057	151	5,200	156	5,454	163	5,714	171	5,965	178	6,209	186	6,442	193
Los Angeles	240690000	0.74	8,877	6,568	9,085	6,722	9,605	7,107	10,278	7,605	10,972	8,119	11,647	8,618	12,300	9,102	12,925	9,564
Los Angeles	240700100	1	6,287	6,287	6,442	6,442	6,795	6,795	7,196	7,196	7,611	7,611	8,013	8,013	8,402	8,402	8,774	8,774
Los Angeles	240700200	1	4,176	4,176	4,311	4,311	4,627	4,627	4,997	4,997	5,367	5,367	5,726	5,726	6,073	6,073	6,406	6,406
Los Angeles	240710100	0.77	5,498	4,233	5,532	4,259	5,730	4,412	6,051	4,659	6,317	4,864	6,592	5,075	6,853	5,276	7,102	5,468
Los Angeles	240710200	0.62	5,856	3,630	5,896	3,655	6,127	3,798	6,500	4,030	6,807	4,220	7,125	4,417	7,427	4,604	7,715	4,783
Los Angeles	240730100	0.05	5,093	254	5,249	262	5,615	280	6,043	302	6,472	323	6,887	344	7,290	364	7,674	383
Los Angeles	240820200	0.04	1,922	76	1,977	79	2,102	84	2,244	89	2,385	95	2,523	100	2,655	106	2,782	111
Los Angeles	240820202	0.32	305	97	306	97	306	97	306	97	307	98	307	98	307	98	307	98
Los Angeles	240820203	0.19	358	68	369	70	394	74	422	80	451	85	478	90	504	95	529	100
Los Angeles	240830100	0.66	6,107	4,030	6,296	4,155	6,730	4,441	7,234	4,774	7,756	5,118	8,260	5,451	8,749	5,774	9,217	6,083
Los Angeles	240830200	0.66	3,947	2,605	4,082	2,694	4,392	2,898	4,749	3,134	5,112	3,373	5,462	3,604	5,802	3,829	6,127	4,043
Los Angeles	240830300	0.46	4,260	1,959	4,390	2,019	4,689	2,156	5,034	2,315	5,385	2,477	5,725	2,633	6,054	2,784	6,370	2,930
Los Angeles	240840100	0.75	4,421	3,315	4,552	3,414	4,853	3,639	5,198	3,898	5,542	4,156	5,875	4,406	6,197	4,647	6,506	4,879
Los Angeles	240840200	1	5,862	5,862	6,101	6,101	6,649	6,649	7,276	7,276	7,878	7,878	8,462	8,462	9,027	9,027	9,568	9,568
Los Angeles	240850100	0.68	3,491	2,373	3,600	2,448	3,849	2,617	4,139	2,814	4,439	3,018	4,730	3,216	5,011	3,407	5,280	3,590
Los Angeles	240850200	0.85	8,369	7,113	8,622	7,328	9,203	7,822	9,874	8,392	10,556	8,972	11,215	9,532	11,855	10,076	12,466	10,596
Los Angeles	240850300	1	6,734	6,734	6,936	6,936	7,399	7,399	7,933	7,933	8,471	8,471	8,991	8,991	9,496	9,496	9,978	9,978
Los Angeles	240862500	0.45	4,420	1,989	4,552	2,048	4,854	2,184	5,202	2,340	5,551	2,497	5,889	2,650	6,217	2,797	6,530	2,938
Los Angeles	240862900	0.29	3,071	890	3,134	908	3,281	951	3,452	1,001	3,631	1,052	3,805	1,103	3,973	1,152	4,134	1,198
Los Angeles	243150000	0.01	9,036	90	9,246	92	9,677	96	10,133	101	10,603	106	11,058	110	11,497	114	11,915	119
Los Angeles	243240100	1	3,779	3,779	3,837	3,837	3,951	3,951	4,075	4,075	4,216	4,216	4,355	4,355	4,487	4,487	4,610	4,610
Los Angeles	243240200	1	6,647	6,647	6,761	6,761	6,988	6,988	7,234	7,234	7,512	7,512	7,784	7,784	8,044	8,044	8,286	8,286
Los Angeles	243250000	0.68	8,007	5,444	8,148	5,540	8,431	5,733	8,737	5,941	9,090	6,181	9,436	6,416	9,768	6,642	10,076	6,851
Los Angeles	243260100	0.8	6,828	5,462	6,956	5,564	7,210	5,768	7,473	5,978	7,729	6,183	7,979	6,383	8,218	6,574	8,441	6,752
Los Angeles	243260200	0.96	4,831	4,637	4,941	4,743	5,162	4,955	5,389	5,173	5,610	5,385	5,825	5,592	6,032	5,790	6,223	5,974
Los Angeles	243270000	0.02	5,584	111	5,740	114	6,050	121	6,368	127	6,664	133	6,954	139	7,231	144	7,489	149
Los Angeles	243310000	0.57	7,972	4,544	8,158	4,650	8,530	4,862	8,910	5,078	9,271	5,284	9,624	5,485	9,962	5,678	10,278	5,858
Los Angeles	243310001	1	5	5	5	5	6	6	6	6	6	6	6	6	6	6	7	7
Los Angeles	243320000	0.09	6,511	585	6,662	599	6,965	626	7,271	654	7,551	679	7,823	704	8,085	727	8,328	749
Los Angeles	243330100	1	10,601	10,601	10,862	10,862	11,385	11,385	11,923	11,923	12,441	12,441	12,946	12,946	13,431	13,431	13,881	13,881
Los Angeles	243330200	1	1,452	1,452	1,469	1,469	1,503	1,503	1,539	1,539	1,572	1,572	1,605	1,605	1,636	1,636	1,665	1,665
Los Angeles	243330300	1	7,731	7,731	7,846	7,846	8,076	8,076	8,312	8,312	8,539	8,539	8,761	8,761	8,973	8,973	9,170	9,170
Los Angeles	243340100	0.91	3,761	3,422	3,829	3,484	3,959	3,602	4,080	3,712	4,197	3,819	4,312	3,923	4,422	4,024	4,525	4,117
Los Angeles	243340200	0.92	5,073	4,667	5,155	4,742	5,320	4,894	5,487	5,048	5,646	5,194	5,802	5,337	5,952	5,475	6,091	5,603
Los Angeles	243340300	1	5,396	5,396	5,519	5,519	5,765	5,765	6,018	6,018	6,259	6,259	6,494	6,494	6,720	6,720	6,929	6,929
Los Angeles	243350100	1	2,311	2,311	2,362	2,362	2,460	2,460	2,546	2,546	2,643	2,643	2,735	2,735	2,825	2,825	2,911	2,911
Los Angeles	243350200	1	8,573	8,573	8,711	8,711	8,965	8,965	9,171	9,171	9,369	9,369	9,561	9,561	9,745	9,745	9,918	9,918
Los Angeles	243360100	0.36	5,201	1,872	5,261	1,893	5,394	1,941	5,478	1,972	5,568	2,004	5,654	2,035	5,737	2,065	5,817	2,094
Los Angeles	243360200	0.99	2,959	2,929	2,992	2,962	3,064	3,033	3,109	3,077	3,159	3,127	3,206	3,173	3,252	3,219	3,296	3,263
Los Angeles	243370000	1	3,548	3,548	3,612	3,612	3,735	3,735	3,849	3,849	3,986	3,986	4,118	4,118	4,246	4,246	4,369	4,369
Los Angeles	243380100	1	6,864	6,864	6,996	6,996	7,247	7,247	7,486	7,486	7,754	7,754	8,016	8,016	8,266	8,266	8,499	8,499
Los Angeles	243380200	1	3,054	3,054	3,114	3,114	3,232	3,232	3,339	3,339	3,461	3,461	3,577	3,577	3,690	3,690	3,796	3,796

Table 2: SGVWC - Population Projection for Los Angeles Division (Corrected Boundary)

COUNTY	TAZ	Population_Ratio	POP03	POP03_SA	POP05	POP05_SA	POP10	POP10_SA	POP15	POP15_SA	POP20	POP20_SA	POP25	POP25_SA	POP30	POP30_SA	POP35	POP35_SA
Los Angeles	243390100	1	6,533	6,533	6,739	6,739	7,149	7,149	7,579	7,579	8,023	8,023	8,457	8,457	8,872	8,872	9,257	9,257
Los Angeles	243390200	1	4,256	4,256	4,331	4,331	4,482	4,482	4,640	4,640	4,805	4,805	4,966	4,966	5,120	5,120	5,263	5,263
Los Angeles	243400100	0.99	4,971	4,921	5,080	5,029	5,297	5,244	5,521	5,465	5,735	5,677	5,943	5,883	6,143	6,081	6,329	6,265
Los Angeles	243400200	0.9	7,957	7,161	8,083	7,274	8,346	7,511	8,620	7,758	8,902	8,011	9,176	8,258	9,441	8,496	9,692	8,722
Los Angeles	248130000	0.39	3,126	1,219	3,155	1,230	3,217	1,254	3,258	1,270	3,303	1,288	3,347	1,305	3,389	1,321	3,429	1,337
Los Angeles	248230100	0.11	5,455	600	5,525	607	5,560	611	5,850	643	6,017	661	6,205	682	6,386	702	6,567	722
Los Angeles	248240100	0.69	4,133	2,851	4,178	2,882	4,278	2,951	4,342	2,995	4,411	3,043	4,477	3,089	4,540	3,132	4,601	3,174
Los Angeles	248240200	0.75	7,511	5,633	7,648	5,736	7,957	5,967	8,254	6,190	8,570	6,427	8,874	6,655	9,169	6,876	9,451	7,088
Los Angeles	248252100	0.39	6,005	2,341	6,186	2,412	6,602	2,574	7,076	2,759	7,548	2,943	8,006	3,122	8,449	3,295	8,873	3,460
Los Angeles	248252200	1	4,850	4,850	4,952	4,952	5,145	5,145	5,352	5,352	5,557	5,557	5,756	5,756	5,949	5,949	6,134	6,134
Los Angeles	248260000	0.13	7,153	929	7,226	939	7,695	1,000	8,127	1,056	8,498	1,104	8,842	1,149	9,186	1,194	9,504	1,235
Los Angeles	250020200	0.01	4,608	46	4,612	46	4,654	46	4,717	47	4,767	47	4,812	48	4,858	48	4,901	49
Los Angeles	250030000	0.96	3,054	2,931	3,136	3,010	3,201	3,072	3,267	3,136	3,341	3,207	3,413	3,276	3,481	3,341	3,546	3,404
Los Angeles	250040100	0.15	9,431	1,414	9,515	1,427	9,733	1,459	9,957	1,493	10,178	1,526	10,385	1,557	10,588	1,588	10,775	1,616
Los Angeles	250100000	0.95	8,193	7,783	8,392	7,972	8,557	8,129	8,728	8,291	8,910	8,464	9,086	8,631	9,255	8,792	9,416	8,945
Los Angeles	250120000	0.19	5,024	954	5,071	963	5,141	976	5,228	993	5,306	1,008	5,378	1,021	5,450	1,035	5,518	1,048
Los Angeles	250140000	0.07	4,370	305	4,374	306	4,413	308	4,472	313	4,519	316	4,561	319	4,604	322	4,645	325
Los Angeles	250160000	0.08	7,141	571	7,179	574	7,283	582	7,411	592	7,521	601	7,621	609	7,721	617	7,814	625
Los Angeles	250210000	0.44	6,241	2,746	6,344	2,791	6,462	2,843	6,580	2,895	6,710	2,952	6,836	3,007	6,962	3,063	7,083	3,116
Los Angeles	250220000	1	6,810	6,810	7,000	7,000	7,151	7,151	7,300	7,300	7,458	7,458	7,609	7,609	7,755	7,755	7,894	7,894
Los Angeles	250230100	1	5,700	5,700	5,833	5,833	5,941	5,941	6,051	6,051	6,175	6,175	6,294	6,294	6,409	6,409	6,518	6,518
Los Angeles	250230200	1	3,131	3,131	3,241	3,241	3,363	3,363	3,474	3,474	3,594	3,594	3,710	3,710	3,821	3,821	3,927	3,927
Los Angeles	250270000	0.33	6,986	2,305	7,132	2,353	7,544	2,489	7,864	2,595	8,193	2,703	8,512	2,808	8,819	2,910	9,113	3,007
Los Angeles	250270001	1	145	145	149	149	158	158	166	166	173	173	180	180	187	187	193	193
Los Angeles	253000300	0.82	3,079	2,524	3,100	2,542	3,119	2,557	3,132	2,568	3,133	2,569	3,133	2,569	3,133	2,569	3,134	2,569
Los Angeles	253000400	0.26	3,939	1,024	3,950	1,027	3,960	1,029	3,966	1,031	3,968	1,031	3,969	1,031	3,971	1,032	3,973	1,032
Los Angeles	253000500	0.45	4,763	2,143	4,803	2,161	4,838	2,177	4,861	2,187	4,861	2,187	4,862	2,187	4,862	2,187	4,862	2,187
Los Angeles	253000600	0.06	4,115	246	4,147	248	4,174	250	4,193	251	4,193	251	4,193	251	4,193	251	4,193	251
Total			**387,059**	**255,707**	**394,618**	**261,109**	**410,297**	**271,817**	**427,259**	**283,151**	**444,084**	**294,594**	**460,429**	**305,721**	**476,215**	**316,450**	**491,175**	**326,611**

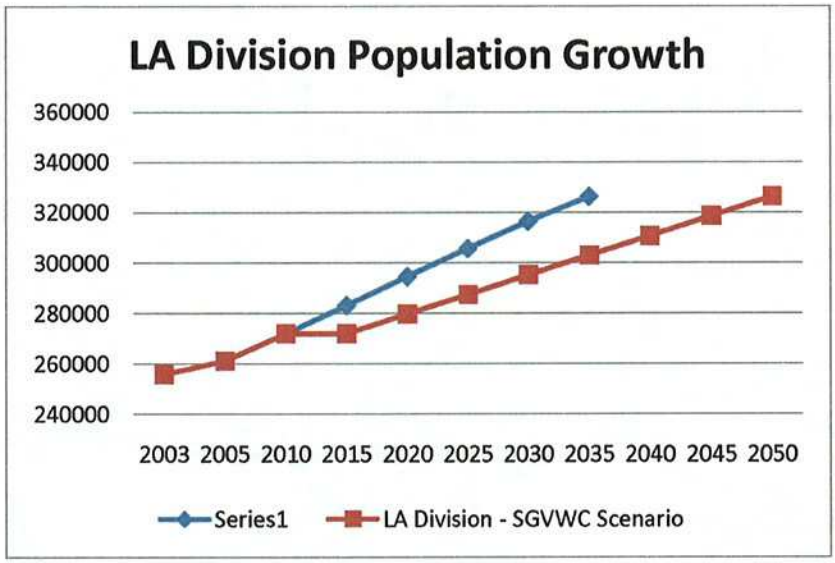
San Gabriel Valley Water Company
Los Angeles County Division
Population Study in Compliance with SBX7-7

SAN GABRIEL VALLEY WATER COMPANY



Once SCAG's population estimates are compared to actual data, it showed that the growth estimates for the Los Angeles County had been overestimated by about 7.5%. SGVWC projects that the growth within its boundaries will be negligible between years 2010 to 2015. They estimate that after 2015, the Fontana Division will grow at a faster pace compared to Los Angeles Division and achieve the population estimates by SCAG for the year 2035. SGVWC estimates that the Los Angeles Division will achieve the SCAG estimate for 2035 by the year 2050. Figure 3 below illustrates the population growth scenario for the modified growth rate vs. the SCAG population growth for the Los Angeles Division.

Figure 3: Population Growth Scenarios (SCAG vs. SGVWC)



The population estimated for SGVWC's Los Angeles Division is tabulated in Table 3.

Table 3: SGVWC's LA Division Population Estimate

Year	LA Division	
	SCAG RTP 2008	SGVWC Scenario
2003	255707	255707
2005	261109	261109
2010	271817	271817
2015	283151	271817
2020	294594	279602
2025	305721	287387
2030	316450	295172
2035	326311	302956
2040		310741
2045		318526
2050		326311

3. Population Projections for Fontana Division

SGVWC provided DCSE with a CAD file for the service area for the Fontana Division. DCSE used the CAD file to prepare the boundary of served parcels in GIS for the Fontana Division. This boundary was used in this study to overlay on the TAZ and San Bernardino County parcel data. Figure 4 shows the GIS data for the boundary of the served parcels and TAZ areas for the Fontana Division. This boundary was reviewed by the SGVWC staff and found to be representative of the current served parcels.

The methodology described in Section 1 above was used to obtain the population projection for the Fontana Division. The study results are shown in the following Table. The estimated population for the Fontana Division in 2010 is estimated to be 209,035 and is projected to grow to 259,305 in 2035. The projected population is shown in Table 4 in 5 year increments for the period of 2010 – 2035.

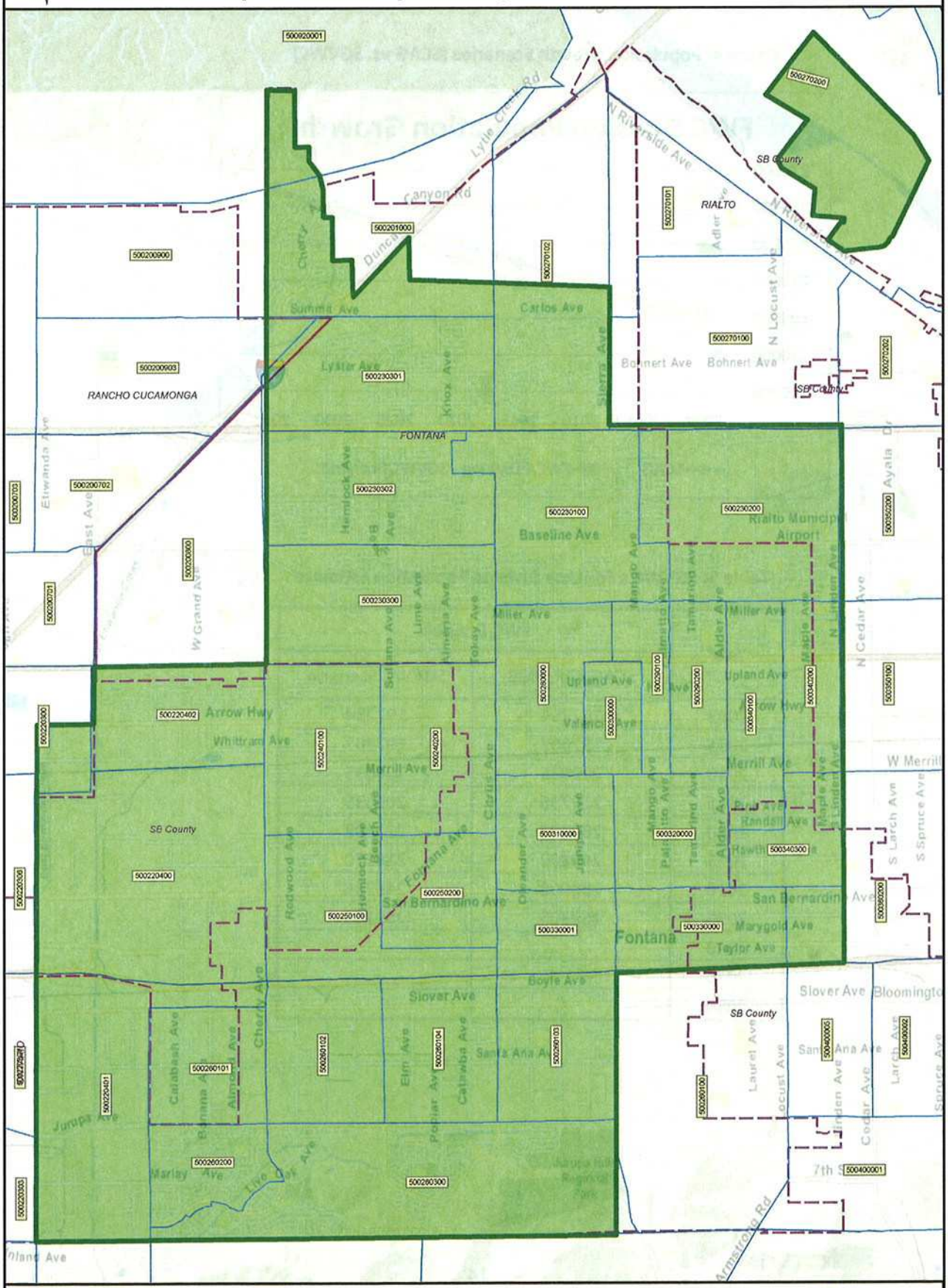
The revised growth rate for the Fontana Division is shown in Figure 5. The revised estimated population for the Fontana Division is also tabulated in table 5 below.

Table 4: SGVWC - Fontana Water Company Population Projection

COUNTY	TAZ	Population_Ratio	POP03	POP03_SA	POP05	POP05_SA	POP10	POP10_SA	POP15	POP15_SA	POP20	POP20_SA	POP25	POP25_SA	POP30	POP30_SA	POP35	POP35_SA
San Bernardino	500201000	0.95	5,462	5,188	6,480	6,156	8,484	8,059	10,421	9,899	12,294	11,679	14,111	13,405	15,859	15,066	17,533	16,656
San Bernardino	500220300	0.22	1,101	242	1,237	272	1,505	331	1,764	388	2,014	443	2,257	496	2,491	548	2,715	597
San Bernardino	500220400	1	430	430	429	429	426	426	423	423	421	421	418	418	416	416	413	413
San Bernardino	500220402	1	5,050	5,050	5,202	5,202	5,499	5,499	5,788	5,788	6,066	6,066	6,338	6,338	6,598	6,598	6,847	6,847
San Bernardino	500230100	1	8,142	8,142	8,335	8,335	8,716	8,716	9,084	9,084	9,441	9,441	9,786	9,786	10,118	10,118	10,436	10,436
San Bernardino	500230200	1	9,255	9,255	9,394	9,394	9,669	9,669	9,935	9,935	10,192	10,192	10,442	10,442	10,682	10,682	10,912	10,912
San Bernardino	500230300	1	10,312	10,312	10,637	10,637	11,275	11,275	11,895	11,895	12,492	12,492	13,071	13,071	13,629	13,629	14,163	14,163
San Bernardino	500230301	1	538	538	1,395	1,395	3,083	3,083	4,715	4,715	6,294	6,294	7,826	7,826	9,298	9,298	10,708	10,708
San Bernardino	500230302	1	6,591	6,591	7,004	7,004	7,819	7,819	8,606	8,606	9,367	9,367	10,106	10,106	10,817	10,817	11,497	11,497
San Bernardino	500240100	1	7,852	7,852	7,989	7,989	8,259	8,259	8,520	8,520	8,773	8,773	9,018	9,018	9,253	9,253	9,480	9,480
San Bernardino	500240200	1	8,174	8,174	8,241	8,241	8,372	8,372	8,499	8,499	8,622	8,622	8,741	8,741	8,855	8,855	8,965	8,965
San Bernardino	500250100	1	6,167	6,167	6,252	6,252	6,421	6,421	6,584	6,584	6,741	6,741	6,894	6,894	7,041	7,041	7,182	7,182
San Bernardino	500250200	1	7,228	7,228	7,261	7,261	7,326	7,326	7,388	7,388	7,449	7,449	7,508	7,508	7,564	7,564	7,618	7,618
San Bernardino	500260101	1	681	681	679	679	674	674	669	669	665	665	661	661	658	658	653	653
San Bernardino	500260102	1	488	488	486	486	484	484	481	481	479	479	477	477	474	474	472	472
San Bernardino	500260103	1	1,930	1,930	2,199	2,199	2,728	2,728	3,240	3,240	3,735	3,735	4,216	4,216	4,677	4,677	5,120	5,120
San Bernardino	500260104	1	1,393	1,393	1,389	1,389	1,380	1,380	1,371	1,371	1,363	1,363	1,354	1,354	1,347	1,347	1,339	1,339
San Bernardino	500260200	1	7,808	7,808	7,788	7,788	7,750	7,750	7,711	7,711	7,675	7,675	7,641	7,641	7,606	7,606	7,575	7,575
San Bernardino	500260300	1	19,944	19,944	20,136	20,136	20,513	20,513	20,878	20,878	21,231	21,231	21,574	21,574	21,903	21,903	22,218	22,218
San Bernardino	500270102	0.98	262	256	1,076	1,054	2,678	2,624	4,227	4,142	5,725	5,610	7,178	7,034	8,576	8,404	9,914	9,715
San Bernardino	500280000	1	14,798	14,798	14,871	14,871	15,016	15,016	15,155	15,155	15,290	15,290	15,421	15,421	15,547	15,547	15,668	15,668
San Bernardino	500290100	1	4,433	4,433	4,422	4,422	4,400	4,400	4,379	4,379	4,358	4,358	4,339	4,339	4,320	4,320	4,301	4,301
San Bernardino	500290200	1	6,446	6,446	6,434	6,434	6,410	6,410	6,387	6,387	6,364	6,364	6,342	6,342	6,321	6,321	6,301	6,301
San Bernardino	500300000	1	2,388	2,388	2,381	2,381	2,367	2,367	2,355	2,355	2,342	2,342	2,330	2,330	2,318	2,318	2,306	2,306
San Bernardino	500310000	1	10,751	10,751	10,729	10,729	10,684	10,684	10,640	10,640	10,599	10,599	10,559	10,559	10,519	10,519	10,482	10,482
San Bernardino	500320000	1	8,240	8,240	8,216	8,216	8,172	8,172	8,128	8,128	8,086	8,086	8,045	8,045	8,004	8,004	7,966	7,966
San Bernardino	500330000	1	5,532	5,532	5,676	5,676	5,959	5,959	6,234	6,234	6,499	6,499	6,756	6,756	7,004	7,004	7,240	7,240
San Bernardino	500330001	1	5,200	5,200	5,196	5,196	5,187	5,187	5,178	5,178	5,169	5,169	5,161	5,161	5,153	5,153	5,146	5,146
San Bernardino	500340100	1	7,013	7,013	7,154	7,154	7,432	7,432	7,701	7,701	7,960	7,960	8,212	8,212	8,455	8,455	8,687	8,687
San Bernardino	500340200	1	9,255	9,255	9,469	9,469	9,893	9,893	10,301	10,301	10,697	10,697	11,081	11,081	11,449	11,449	11,803	11,803
San Bernardino	500340300	1	3,896	3,896	3,952	3,952	4,062	4,062	4,170	4,170	4,273	4,273	4,374	4,374	4,470	4,470	4,562	4,562
San Bernardino	500350100	0.17	14,424	2,452	14,893	2,531	15,816	2,688	16,710	2,840	17,573	2,987	18,411	3,129	19,218	3,267	19,990	3,398
San Bernardino	500350200	0.05	5,918	295	6,153	307	6,616	330	7,063	353	7,496	374	7,915	395	8,319	415	8,706	435
San Bernardino	500360200	0.17	13,317	2,263	13,374	2,273	13,487	2,292	13,596	2,311	13,702	2,329	13,805	2,346	13,904	2,363	13,997	2,379
San Bernardino	500920001	1	1,623	1,623	1,998	1,998	2,735	2,735	3,448	3,448	4,137	4,137	4,806	4,806	5,449	5,449	6,065	6,065
Total			**222,042**	**192,254**	**228,527**	**197,907**	**241,297**	**209,035**	**253,644**	**219,796**	**265,584**	**230,202**	**277,174**	**240,302**	**288,312**	**250,008**	**298,980**	**259,305**

San Gabriel Valley Water Company
Fontana Division
Population Study in Compliance with SBX7-7

SAN GABRIEL VALLEY WATER COMPANY



TAZ_2006 | City Boundaries | Served Population | 0 0.25 0.5 1 Miles

TAZ Numbers | City Names

dcse

Map Prepared by: DCSE Inc. on 3/01/2011

Figure 4: Population Growth Scenarios (SCAG vs. SGVWC)

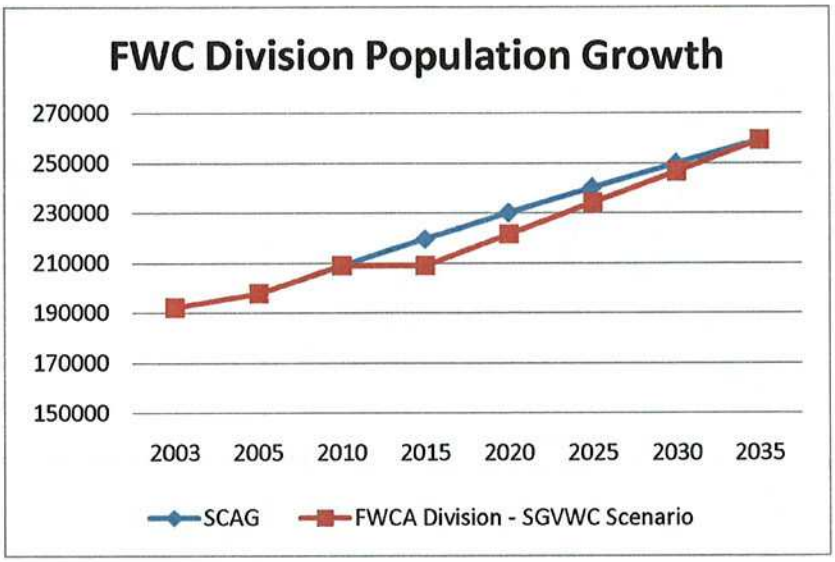


Table 5: SGVWC's Fontana Division Population Estimate

Year	FWC Division	
	SCAG RTP 2008	SGVWC Scenario
2003	192254	192254
2005	197907	197907
2010	209035	209035
2015	219796	209035
2020	230202	221603
2025	240302	234170
2030	250008	246738
2035	259305	259305
2040		
2045		
2050		

4. SCAG's Methodology

This study uses the SCAG's 2008 "Integrated Growth Forecast" study results to estimate the population growth in SGVWC's service area. The Integrated Growth Forecast provides the basis for developing the land use assumptions at the regional and small area levels. The SCAG data is widely used by many local and state agencies for their planning purposes. Metropolitan Water District of Southern California (MWD) uses the data on a regular basis to forecast the future water demand for its service area and member agencies.

A detailed description of the methodologies used in SCAG's "Growth Forecast" may be found in SCAG's "2008 Regional Transportation Plan – Growth Forecast Report". In summary, the "Growth Forecast" are calculated at the "Regional" and "County" level The following sections are excerpts from the report that are directly relevant to this section.

4.1 Development of the Integrated Growth Forecast

"Development of the Integrated Growth Forecast involved several steps. The first entailed an analysis of recent regional growth trends and the collection of significant local plan updates. A variety of large area estimates and projections were collected from the federal and state governments. The sources included information from the following agencies:

- *U.S. Department of Commerce, Census Bureau and Bureau of Economic Analysis,*
- *U.S. Department of Labor, Bureau of Labor Statistics,*
- *U.S. Internal Revenue Service (IRS),*
- *U.S. Citizenship and Immigration Services,*
- *U.S. Department of Health and Human Services,*
- *California Department of Finance (DOF),*
- *California Employment Development Department,*
- *Information received through the Intergovernmental Review process,*
- *Small area estimates and projections were also available from aerial land use data, data from ES202, CTPP, general plan, parcel level data from tax assessor's office, building permits from Construction Industry Research Board and demolition data from the DOF.*

The next step was to develop and evaluate the draft regional Integrated Growth Forecast scenarios with small area distributions. Regional growth forecast scenarios were developed and allocated into the smaller geographic levels using public workshops. The small area distributions of the regional growth were evaluated using transportation and emission modeling results and environmental impact review.

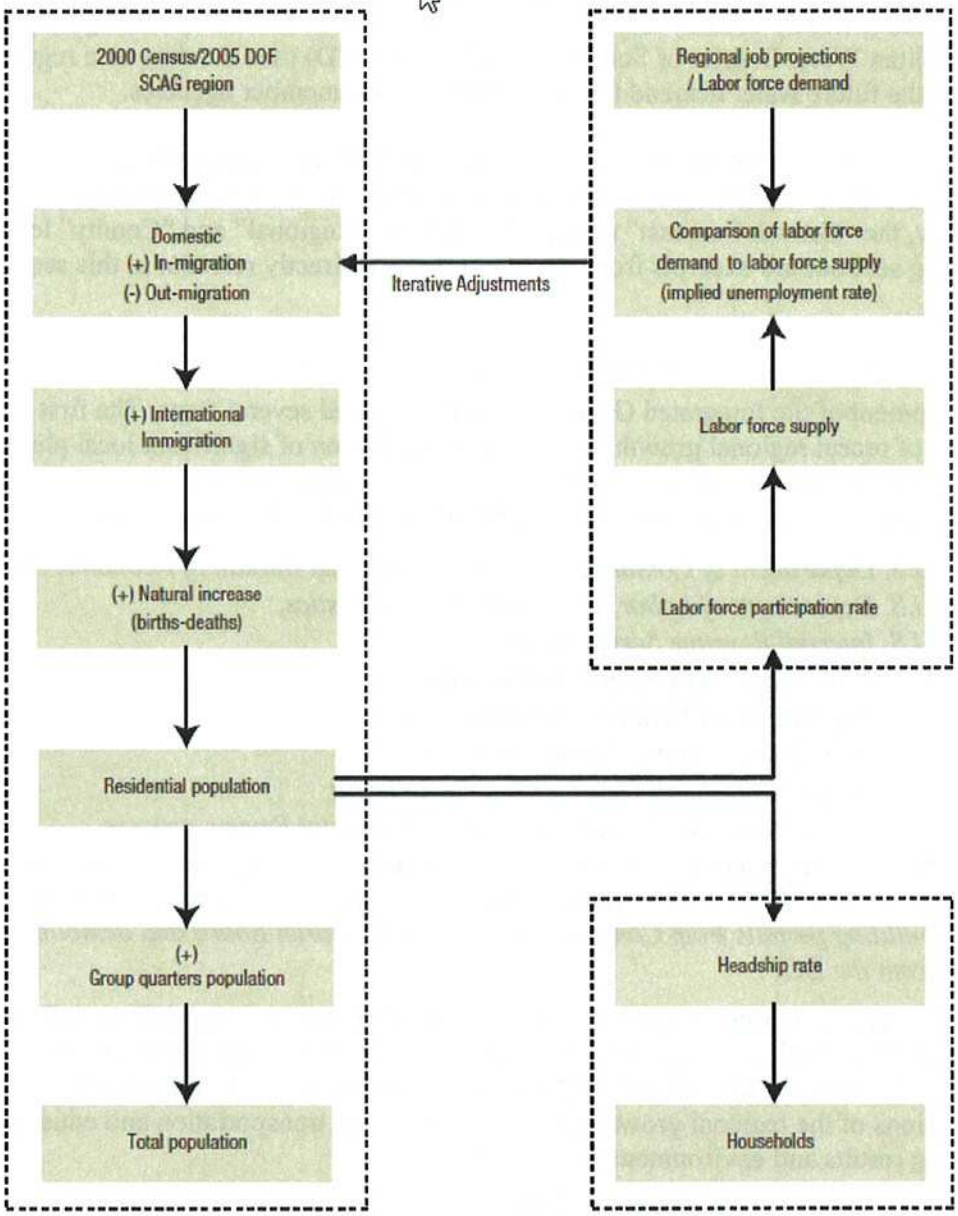
Last was the selection and adoption of a preferred regional growth forecast and small area distributions." *[Ref.: SCAG's "2008 Regional Transportation Plan – Growth Forecast Report"]*

4.2 Regional Population Projection

"Figure A1 shows the linkage of population, households, and employment in the regional demographic forecast process. These three major variables are projected by reflecting the reasonable relationships among them. Demographic rates are used to link these major

variables, including headship rate, labor force participation rate, implied unemployment rate, and domestic migration rate."

FIGURE A1 REGIONAL DEMOGRAPHIC FORECAST PROCESS



[Ref.: SCAG's "2008 Regional Transportation Plan – Growth Forecast Report"]

4.3 City Demographic Projection

"The city level demographic projections are based on the housing unit method, which is one of the most widely used methods, to estimate local area households and population for

planning purposes. The housing unit method consists of the following three projections of: households (occupied housing units), average household size, and group quarters population. Each of three components is projected into the future.

" .. household (residential) population is estimated by multiplying occupied housing units (households) by the projected average household size. The average household size projection is problematic given the tension between expectations for a strong demographic component in the methodology and the lack of suitable data to support such a methodology. The so called 'state-of-the-art' for average household size projections tends to be very rudimentary at the city level." *[Ref.: SCAG's "2008 Regional Transportation Plan – Growth Forecast Report"]*

4.4 Small Area Population Projection

" .. the first step is to project target year residential population based on projected small area household size and the projected target year small area household. SCAG calculates the target year household size by applying the base year ratio of small area to city household size to the city's target year household size.

The second step is to project target year group quarter populations (GQP). The following assumptions are made about group quartered population projections: no changes in military bases (closings or new construction), no new prisons, jails, or mental hospitals will be built, and, no new major universities or colleges (except CSU, Channel Islands). The target year group quartered population is calculated by applying the small area's base year share of the city's GQP to the city's target year projection. The target year small area total population is simply the sum of the residential population and the GQP.

The third step is to incorporate regionally significant Inter-Governmental Review (IGR) projects. Specifically, for small areas where an IGR project is located, a minimum population projection is set for each small area based on the number of projected households that will reside in that small area due to the project.

The final step is to normalize the small area population projection to meet the city, county and regional level population projections." *[Ref.: SCAG's "2008 Regional Transportation Plan – Growth Forecast Report"]*

5. Validation of SCAG's Methodology

A sensitivity study was performed on the SCAG's population estimates for the Los Angeles County, in order to check and validate the population data results for this study. In order to validate the SCAG's reported population numbers, DCSE calculated the population for the City's that are within the SGVWC's Los Angeles Division service area. The same methodology used to estimate the population in this study was applied to estimate the Cities' population. The City boundaries overlaid on the TAZ areas and County parcel data and the population estimates for the City boundaries were calculated. The calculated city populations' data were then compared to the reported respective city population. In general, the SCAG estimated populations were within a few percent of the reported population data. The following Table summarizes the results of this study.

SGVWC - Population Calculation Sensitivity Study

Actual vs. Projected

CITY (Year)	Area (Sq. Miles)	Population	Population Calculate from TAZ		
			POP03_City	POP05_City	POP10_City
ARCADIA (2009)	11.20	**56,202**	54,944	55,330	57,246
BALDWIN PARK (2009)	6.80	**77,078**	79,157	80,114	82,043
EL MONTE (2009)	9.70	**121,447**	121,371	123,893	128,932
INDUSTRY (2000)	11.89	**777**	3,304	3,385	3,564
IRWINDALE (2000)	9.46	**1,446**	1,514	1,545	1,727
LA PUENTE (2000)	3.49	**41,526**	43,311	43,665	45,456
MONROVIA (2000)	13.80	**36,929**	37,945	38,328	39,187
MONTEBELLO (2000)	8.40	**62,150**	64,496	65,025	65,572
MONTEREY PARK (2005)	7.70	**63,928**	64,760	65,483	69,753
PICO RIVERA (2000)	8.84	**63,428**	66,827	67,315	68,764
ROSEMEAD (2009)	5.15	**57,594**	55,356	55,952	57,286
SAN GABRIEL (2000)	4.13	**39,804**	41,006	41,530	41,898
SANTA FE SPRINGS (2000)	8.90	**17,438**	15,971	16,294	17,150
SOUTH EL MONTE (2000)	2.89	**21,144**	23,419	23,846	24,665
TEMPLE CITY (2000)	4.01	**33,377**	36,489	37,021	37,934
WEST COVINA (2008)	16.10	**112,666**	110,082	111,515	115,226
WHITTIER (2000)	14.80	**83,680**	83,113	83,346	84,250

APPENDIX G

CHINO BASIN JUDGMENT

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Attorneys for Plaintiff

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FILED - West District
San Bernardino County Clerk
OCT 26 1989

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

MICROFILMED

CHINO BASIN MUNICIPAL WATER DISTRICT, Plaintiff, v. CITY OF CHINO, et al. Defendants.	No. 164327

REC 51012

JUDGMENT

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Routing ... Appeals ... Exhibits ... Supervisor ... Asst. Co. Clerk ... Secretary ... Other ... Index

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JUDGMENT

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

CHINO BASIN MUNICIPAL WATER DISTRICT, Plaintiff, v. CITY OF CHINO, et al. Defendants.	No. 164327 JUDGMENT

I. INTRODUCTION

1. Pleadings, Parties and Jurisdiction. The complaint herein was filed on January 2, 1975, seeking an adjudication of water rights, injunctive relief and the imposition of a physical solution. A first amended complaint was filed on July 16, 1976. The defaults of certain defendants have been entered, and certain other defendants dismissed. Other than defendants who have been dismissed or whose defaults have been entered, all defendants have appeared herein. By answers and order of this Court, the issues have been made those of a full inter se adjudication between the parties. This Court has jurisdiction of the subject matter of this action and of the parties herein.

2. Stipulation For Judgment. Stipulation for entry of judgment has been filed by and on behalf of a majority of the parties, representing a majority of the quantitative rights herein adjudicated.

3. Trial; Findings and Conclusions. Trial was commenced on December 16, 1977, as to the non-stipulating parties, and findings of fact and conclusions of law have been entered disposing of the issues in the case.

4. Definitions. As used in this Judgment, the following terms shall have the meanings herein set forth:

(a) Active Parties. All parties other than those who have filed with Watermaster a written waiver of service of notices, pursuant to Paragraph 58.

(b) Annual or Year -- A fiscal year, July 1 through June 30, following, unless the context shall clearly indicate a contrary meaning.

(c) Appropriative Right -- The annual production right of a producer from the Chino Basin other than pursuant to an overlying right.

(d) Basin Water -- Ground water within Chino Basin which is part of the Safe Yield, Operating Safe Yield, or replenishment water in the Basin as a result of operations under the Physical Solution decreed herein. Said term does not include Stored Water.

(e) CBMWD -- Plaintiff Chino Basin Municipal Water District.

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(f) Chino Basin or Basin -- The ground water basin underlying the area shown as such on Exhibit "B" and within the boundaries described in Exhibit "K".

(g) Chino Basin Watershed -- The surface drainage area tributary to and overlying Chino Basin.

(h) Ground Water -- Water beneath the surface of the ground and within the zone of saturation, i.e., below the existing water table.

(i) Ground Water Basin -- An area underlain by one or more permeable formations capable of furnishing substantial water storage.

(j) Minimal Producer -- Any producer whose production does not exceed five acre-feet per year.

(k) MWD -- The Metropolitan Water District of Southern California.

(l) Operating Safe Yield -- The annual amount of ground water which Watermaster shall determine, pursuant to criteria specified in Exhibit "I", can be produced from Chino Basin by the Appropriative Pool parties free of replenishment obligation under the Physical Solution herein.

(m) Overdraft -- A condition wherein the total annual production from the Basin exceeds the Safe Yield thereof.

(n) Overlying Right -- The appurtenant right of an owner of lands overlying Chino Basin to produce water from the Basin for overlying beneficial use on such lands.

(o) Person. Any individual, partnership, association, corporation, governmental entity or agency, or other organization.

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(p) PVMWD -- Defendant Pomona Valley Municipal Water District.

(q) Produce or Produced -- To pump or extract ground water from Chino Basin.

(r) Producer -- Any person who produces water from Chino Basin.

(s) Production -- Annual quantity, stated in acre feet, of water produced.

(t) Public Hearing -- A hearing after notice to all parties and to any other person legally entitled to notice.

(u) Reclaimed Water -- Water which, as a result of processing of waste water, is suitable for a controlled use.

(v) Replenishment Water -- Supplemental water used to recharge the Basin pursuant to the Physical Solution, either directly by percolating the water into the Basin or indirectly by delivering the water for use in lieu of production and use of safe yield or Operating Safe Yield.

(w) Responsible Party -- The owner, co-owner, lessee or other person designated by multiple parties interested in a well as the person responsible for purposes of filing reports hereunder.

(x) Safe Yield -- The long-term average annual quantity of ground water (excluding replenishment or stored water but including return flow to the Basin from use of replenishment or stored water) which can be produced from the Basin under cultural conditions of a particular year without causing an undesirable result.

(y) SBVMWD -- San Bernardino Valley Municipal Water

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District.

(z) State Water -- Supplemental Water imported through the State Water Resources Development System, pursuant to Chapter 8, Division 6, Part 6 of the Water Code.

(aa) Stored Water -- Supplemental water held in storage, as a result of direct spreading, in lieu delivery, or otherwise, for subsequent withdrawal and use pursuant to agreement with Watermaster.

(bb) Supplemental Water -- Includes both water imported to Chino Basin from outside Chino Basin Watershed, and reclaimed water.

(cc) WMWD -- Defendant Western Municipal Water District of Riverside County.

5. List of Exhibits. The following exhibits are attached to this Judgment and made a part hereof:

"A" -- "Location Map of Chino Basin" showing boundaries of Chino Basin Municipal Water District, and other geographic and political features.

"B" -- "Hydrologic Map of Chino Basin" showing hydrologic features of Chino Basin.

"C" -- Table Showing Parties in Overlying (Agricultural) Pool.

"D" -- Table Showing Parties in Overlying (Non-agricultural Pool and Their Rights.

"E" -- Table Showing Appropriators and Their Rights.

"F" -- Overlying (Agricultural) Pool Pooling Plan.

"G" -- Overlying (Non-agricultural) Pool Pooling Plan.

"H" -- Appropriative Pool Pooling Plan.

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"I" -- Engineering Appendix.

"J" -- Map of In Lieu Area No. 1.

"K" -- Legal Description of Chino Basin.

II. DECLARATION OF RIGHTS

A. HYDROLOGY

6. Safe Yield. The Safe Yield of Chino Basin is 140,000 acre feet per year.

7. Overdraft and Prescriptive Circumstances. In each year for a period in excess of five years prior to filing of the First Amended Complaint herein, the Safe Yield of the Basin has been exceeded by the annual production therefrom, and Chino Basin is and has been for more than five years in a continuous state of overdraft. The production constituting said overdraft has been open, notorious, continuous, adverse, hostile and under claim of right. The circumstances of said overdraft have given notice to all parties of the adverse nature of such aggregate over-production.

B. WATER RIGHTS IN SAFE YIELD

8. Overlying Rights. The parties listed in Exhibits "C" and "D" are the owners or in possession of lands which overlie Chino Basin. As such, said parties have exercised overlying water rights in Chino Basin. All overlying rights owned or exercised by parties listed in Exhibits "C" and "D" have, in the aggregate, been limited by prescription except to the extent such rights have been preserved by self-help by said parties. Aggregate preserved overlying rights in the Safe Yield for agricultural pool use, including the rights of the State of California, total 82,800 acre feet per year. Overlying rights for non-agricultural pool use

total 7,366 acre feet per year and are individually decreed for each affected party in Exhibit "D". No portion of the Safe Yield of Chino Basin exists to satisfy unexercised overlying rights, and such rights have all been lost by prescription. However, uses may be made of Basin Water on overlying lands which have no preserved overlying rights pursuant to the Physical Solution herein. All overlying rights are appurtenant to the land and cannot be assigned or conveyed separate or apart therefrom.

9. Appropriative Rights. The parties listed in Exhibit "E" are the owners of appropriative rights, including rights by prescription, in the unadjusted amounts therein set forth, and by reason thereof are entitled under the Physical Solution to share in the remaining Safe Yield, after satisfaction of overlying rights and rights of the State of California, and in the Operating Safe Yield in Chino Basin, in the annual shares set forth in Exhibit "E".

(a) Loss of Priorities. By reason of the long continued overdraft in Chino Basin, and in light of the complexity of determining appropriative priorities and the need for conserving and making maximum beneficial use of the water resources of the State, each and all of the parties listed in Exhibit "E" are estopped and barred from asserting special priorities or preferences, inter se. All of said appropriative rights are accordingly deemed and considered of equal priority.

(b) Nature and Quantity. All rights listed in Exhibit "E" are appropriative and prescriptive in nature. By reason of the status of the parties, and the provisions of Section

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1007 of the Civil Code, said rights are immune from reduction or limitation by prescription.

10. Rights of the State of California. The State of California, by and through its Department of Corrections, Youth Authority and Department of Fish and Game, is a significant producer of ground water from and the State is the largest owner of land overlying Chino Basin. The precise nature and scope of the claims and rights of the State need not be, and are not, defined herein. The State, through said departments, has accepted the Physical Solution herein decreed, in the interests of implementing the mandate of Section 2 of Article X of the California Constitution. For all purposes of this Judgment, all future production by the State or its departments or agencies for overlying use on State-owned lands shall be considered as agricultural pool use.

C. RIGHTS TO AVAILABLE GROUND WATER STORAGE CAPACITY

11. Available Ground Water Storage Capacity. There exists in Chino Basin a substantial amount of available ground water storage capacity which is not utilized for storage or regulation of Basin Waters. Said reservoir capacity can appropriately be utilized for storage and conjunctive use of supplemental water with Basin Waters. It is essential that said reservoir capacity utilization for storage and conjunctive use of supplemental water be undertaken only under Watermaster control and regulation, in order to protect the integrity of both such Stored Water and Basin Water in storage and the Safe Yield of Chino Basin.

12. Utilization of Available Ground Water Capacity. Any person or public entity, whether a party to this action or not, may make reasonable beneficial use of the available ground water

storage capacity of Chino Basin for storage of supplemental water; provided that no such use shall be made except pursuant to written agreement with Watermaster, as authorized by Paragraph 28. In the allocation of such storage capacity, the needs and requirements of lands overlying Chino Basin and the owners of rights in the Safe Yield or Operating Safe Yield of the Basin shall have priority and preference over storage for export.

III. INJUNCTION

13. Injunction Against Unauthorized Production of Basin Water. Each party in each of the respective pools is enjoined, as follows:

(a) Overlying (Agricultural) Pool. Each party in the Overlying (Agricultural) Pool, its officers, agents, employees, successors and assigns, is and they each are ENJOINED AND RESTRAINED from producing ground water from Chino Basin in any year hereafter in excess of such party's correlative share of the aggregate of 82,800 acre feet allocated to said Pool, except pursuant to the Physical Solution or a storage water agreement.

(b) Overlying (Non-Agricultural) Pool. Each party in the Overlying (Non-agricultural) Pool, its officers, agents, employees, successors and assigns, is and they each are ENJOINED AND RESTRAINED from producing ground water of Chino Basin in any year hereafter in excess of such party's decreed rights in the Safe Yield, except pursuant to the provisions of the Physical Solution or a storage water agreement.

(c) Appropriative Pool. Each party in the

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Appropriative Pool, its officers, agents, employees, successors and assigns, is and they are each ENJOINED AND RESTRAINED from producing ground water of Chino Basin in any year hereafter in excess of such party's decreed share of Operating Safe Yield, except pursuant to the provisions of the Physical Solution or a storage water agreement.

14. Injunction Against Unauthorized Storage or Withdrawal of Stored Water. Each party, its officers, agents, employees, successors and assigns is and they each are ENJOINED AND RESTRAINED from storing supplemental water in Chino Basin for withdrawal, or causing withdrawal of, water stored by that party, except pursuant to the terms of a written agreement with Watermaster and in accordance with Watermaster regulations. Any supplemental water stored or recharged in the Basin, except pursuant to such a Watermaster agreement, shall be deemed abandoned and not classified as Stored Water. This paragraph has no application, as such, to supplemental water spread or provided in lieu by Watermaster pursuant to the Physical Solution.

IV. CONTINUING JURISDICTION

15. Continuing Jurisdiction. Full jurisdiction, power and authority are retained and reserved to the Court as to all matters contained in this judgment, except:

(a) The redetermination of Safe Yield, as set forth in Paragraph 6, during the first ten (10) years of operation of the Physical Solution;

(b) The allocation of Safe Yield as between the several pools as set forth in Paragraph 44 of the Physical Solution;

(c) The determination of specific quantitative rights and shares in the declared Safe Yield or Operating Safe Yield herein declared in Exhibits "D" and "E"; and

(d) The amendment or modification of Paragraphs 7(a) and (b) of Exhibit "H", during the first ten (10) years of operation of the Physical Solution, and thereafter only upon affirmative recommendation of at least 67% of the voting power (determined pursuant to the formula described in Paragraph 3 of Exhibit "H"), but not less than one-third of the members of the Appropriative Pool Committee representatives of parties who produce water within CBMWD or WMWD; after said tenth year the formula set forth in said Paragraph 7(a) and 7(b) of Exhibit "H" for payment of the costs of replenishment water may be changed to 100% gross or net, or any percentage split thereof, but only in response to recommendation to the Court by affirmative vote of at least 67% of said voting power of the Appropriative Pool representatives of parties who produce ground water within CBMWD or WMWD, but not less than one-third of their number. In such event, the Court shall act in conformance with such recommendation unless there are compelling reasons to the contrary; and provided, further, that the fact that the allocation of Safe Yield or Operating Safe Yield shares may be rendered moot by a recommended change in the formula for replenishment assessments shall not be deemed to be such a "compelling reason."

Said continuing jurisdiction is provided for the purpose of enabling the Court, upon application of any party, the Watermaster, the Advisory Committee or any Pool Committee, by motion and, upon

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at least 30 days' notice thereof, and after hearing thereon, to make such further or supplemental orders or directions as may be necessary or appropriate for interpretation, enforcement or carrying out of this Judgment, and to modify, amend or amplify any of the provisions of this Judgment.

V. WATERMASTER

A. APPOINTMENT

16. Watermaster Appointment. CBMWD, acting by and through a majority of its board of directors, is hereby appointed Watermaster, to administer and enforce the provisions of this Judgment and any subsequent instructions or orders of the Court hereunder. The term of appointment of Watermaster shall be for five (5) years. The Court will by subsequent orders provide for successive terms or for a successor Watermaster. Watermaster may be changed at any time by subsequent order of the Court, on its own motion, or on the motion of any party after notice and hearing. Unless there are compelling reasons to the contrary, the Court shall act in conformance with a motion requesting the Watermaster be changed if such motion is supported by a majority of the voting power of the Advisory Committee.

B. POWERS AND DUTIES

17. Powers and Duties. Subject to the continuing supervision and control of the Court, Watermaster shall have and may exercise the express powers, and shall perform the duties, as provided in this Judgment or hereafter ordered or authorized by the Court in the exercise of the Court's continuing jurisdiction.

18. Rules and Regulations. Upon recommendation by the

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Advisory Committee, Watermaster shall make and adopt, after public hearing, appropriate rules and regulations for conduct of Watermaster affairs, including meeting schedules and procedures, and compensation of members of Watermaster at not to exceed $25 per member per meeting, or $300 per member per year, whichever is less, plus reasonable expenses related to activities within the Basin. Thereafter, Watermaster may amend said rules from time to time upon recommendation, or with approval of the Advisory Committee after hearing noticed to all active parties. A copy of said rules and regulations, and of any amendments thereof, shall be mailed to each active party.

19. Acquisition of Facilities. Watermaster may purchase, lease, acquire and hold all necessary facilities and equipment; provided, that it is not the intent of the Court that Watermaster acquire any interest in real property or substantial capital assets.

20. Employment of Experts and Agents. Watermaster may employ or retain such administrative, engineering, geologic, accounting, legal or other specialized personnel and consultants as may be deemed appropriate in the carrying out of its powers and shall require appropriate bonds from all officers and employees handling Watermaster funds. Watermaster shall maintain records for purposes of allocation of costs of such services as well as of all other expenses of Watermaster administration as between the several pools established by the Physical Solution.

21. Measuring Devices. Watermaster shall cause parties, pursuant to uniform rules, to install and maintain in good operating condition, at the cost of each party, such necessary measuring

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devices or meters as Watermaster may deem appropriate. Such measuring devices shall be inspected and tested as deemed necessary by Watermaster, and the cost thereof shall constitute an expense of Watermaster.

22. Assessments. Watermaster is empowered to levy and collect all assessments provided for in the pooling plans and Physical Solution.

23. Investment of Funds. Watermaster may hold and invest any and all Watermaster funds in investments authorized from time to time for public agencies of the State of California.

24. Borrowing. Watermaster may borrow from time to time amounts not exceeding the annual anticipated receipts of Watermaster during such year.

25. Contracts. Watermaster may enter into contracts for the performance of any powers herein granted; provided, however, that Watermaster may not contract with or purchase materials, supplies or services from CBMWD, except upon the prior recommendation and approval of the Advisory Committee and pursuant to written order of the Court.

26. Cooperation With Other Agencies. Subject to prior recommendation or approval of the Advisory Committee, Watermaster may act jointly or cooperate with agencies of the United States and the State of California or any political subdivisions, municipalities or districts or any person to the end that the purpose of the Physical Solution may be fully and economically carried out.

27. Studies. Watermaster may, with concurrence of the Advisory Committee or affected Pool Committee and in accordance with Paragraph 54(b), undertake relevant studies of hydrologic

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conditions, both quantitative and qualitative, and operating aspects of implementation of the management program for Chino Basin.

28. Ground Water Storage Agreements. Watermaster shall adopt, with the approval of the Advisory Committee, uniformly applicable rules and a standard form of agreement for storage of supplemental water, pursuant to criteria therefor set forth in Exhibit "I". Upon appropriate application by any person, Watermaster shall enter into such a storage agreement; provided that all such storage agreements shall first be approved by written order of the Court, and shall by their terms preclude operations which will have a substantial adverse impact on other producers.

29. Accounting for Stored Water. Watermaster shall calculate additions, extractions and losses and maintain an annual account of all Stored Water in Chino Basin, and any losses of water supplies or Safe Yield of Chino Basin resulting from such Stored Water.

30. Annual Administrative Budget. Watermaster shall submit to Advisory Committee an administrative budget and recommendation for each fiscal year on or before March 1. The Advisory Committee shall review and submit said budget and their recommendations to Watermaster on or before April 1, following. Watermaster shall hold a public hearing on said budget at its April quarterly meeting and adopt the annual administrative budget which shall include the administrative items for each pool committee. The administrative budget shall set forth budgeted items in sufficient detail as necessary to make a proper allocation of the expense among the several pools, together with Watermaster's proposed allocation. The budget shall contain such additional comparative information

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or explanation as the Advisory Committee may recommend from time to time. Expenditures within budgeted items may thereafter be made by Watermaster in the exercise of powers herein granted, as a matter of course. Any budget transfer in excess of 20% of a budget category during any budget year or modification of such administrative budget during any year shall be first submitted to the Advisory Committee for review and recommendation.

31. Review Procedures. All actions, decisions or rules of Watermaster shall be subject to review by the Court on its own motion or on timely motion by any party, the Watermaster (in the case of a mandated action), the Advisory Committee, or any Pool Committee, as follows:

(a) Effective Date of Watermaster Action. Any action, decision or rule of Watermaster shall be deemed to have occurred or been enacted on the date on which written notice thereof is mailed. Mailing of copies of approved Watermaster minutes to the active parties shall constitute such notice to all parties.

(b) Noticed Motion. Any party, the Watermaster (as to any mandated action), the Advisory Committee, or any Pool Committee may, by a regularly noticed motion, apply to the Court for review of any Watermaster's action, decision or rule. Notice of such motion shall be served personally or mailed to Watermaster and to all active parties. Unless otherwise ordered by the Court, such motion shall not operate to stay the effect of such Watermaster action, decision or rule.

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(c) Time for Motion. Notice of motion to review any Watermaster action, decision or rule shall be served and filed within ninety (90) days after such Watermaster action, decision or rule, except for budget actions, in which event said notice period shall be sixty (60) days.

(d) De Novo Nature of Proceedings. Upon the filing of any such motion, the Court shall require the moving party to notify the active parties, the Watermaster, the Advisory Committee and each Pool Committee, of a date for taking evidence and argument, and on the date so designated shall review de novo the question at issue. Watermaster's findings or decision, if any, may be received in evidence at said hearing, but shall not constitute presumptive or prima facie proof of any fact in issue.

(e) Decision. The decision of the Court in such proceeding shall be an appealable supplemental order in this case. When the same is final, it shall be binding upon the Watermaster and all parties.

C. ADVISORY AND POOL COMMITTEES

32. Authorization. Watermaster is authorized and directed to cause committees of producer representatives to be organized to act as Pool Committees for each of the several pools created under the Physical Solution. Said Pool Committees shall, in turn, jointly form an Advisory Committee to assist Watermaster in performance of its functions under this judgment. Pool Committees shall be composed as specified in the respective pooling plans, and the Advisory Committee shall be composed of not to exceed ten (10) voting representatives from each pool, as designated by the

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respective Pool Committee. WMWD, PVMWD and SBVMWD shall each be entitled to one non-voting representative on said Advisory Committee.

33. Term and Vacancies. Members of any Pool Committee, shall serve for the term, and vacancies shall be filled, as specified in the respective pooling plan. Members of the Advisory Committee shall serve at the will of their respective Pool Committee.

34. Voting Power. The voting power on each Pool Committee shall be allocated as provided in the respective pooling plan. The voting power on the Advisory Committee shall be one hundred (100) votes allocated among the three pools in proportion to the total assessments paid to Watermaster during the preceding year; provided, that the minimum voting power of each pool shall be

(a) Overlying (Agricultural) Pool 20,

(b) Overlying (Non-agricultural) Pool 5, and

(c) Appropriative Pool 20.

In the event any pool is reduced to its said minimum vote, the remaining votes shall be allocated between the remaining pools on said basis of assessments paid to Watermaster by each such remaining pool during the preceding year. The method of exercise of each pool's voting power on the Advisory Committee shall be as determined by the respective pool committees.

35. Quorum. A majority of the voting power of the Advisory Committee or any Pool Committee shall constitute a quorum for the transaction of affairs of such Advisory or Pool Committee; provided, that at least one representative of each Pool Committee shall be required to constitute a quorum of the Advisory Committee. No Pool Committee representative may purposely absent himself or

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herself, without good cause, from an Advisory Committee meeting to deprive it of a quorum. Action by affirmative vote of a majority of the entire voting power of any Pool Committee or the Advisory Committee shall constitute action by such committee. Any action or recommendation of a Pool Committee or the Advisory Committee shall be transmitted to Watermaster in writing, together with a report of any dissenting vote or opinion.

36. Compensation. Pool or Advisory Committee members may receive compensation, to be established by the respective pooling plan, but not to exceed twenty-five dollars ($25.00) for each meeting of such Pool or Advisory Committee attended, and provided that no member of a Pool or Advisory Committee shall receive compensation of more than three hundred ($300.00) dollars for service on any such committee during any one year. All such compensation shall be a part of Watermaster administrative expense. No member of any Pool or Advisory Committee shall be employed by Watermaster or compensated by Watermaster for professional or other services rendered to such Pool or Advisory Committee or to Watermaster, other than the fee for attendance at meetings herein provided, plus reimbursement of reasonable expenses related to activities within the Basin.

37. Organization.

(a) Organizational Meeting. At its first meeting in each year, each Pool Committee and the Advisory Committee shall elect a chairperson and a vice chairperson from its membership. It shall also select a secretary, a treasurer and such assistant secretaries and treasurers as may be appropriate, any of whom may, but need not, be members of

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such Pool or Advisory Committee.

(b) Regular Meetings. All Pool Committees and the Advisory Committee shall hold regular meetings at a place and time to be specified in the rules to be adopted by each Pool and Advisory Committee. Notice of regular meetings of any Pool or Advisory Committee, and of any change in time or place thereof, shall be mailed to all active parties in said pool or pools.

(c) Special Meetings. Special meetings of any Pool or Advisory Committee may be called at any time by the Chairperson or by any three (3) members of such Pool or Advisory Committee by delivering notice personally or by mail to each member of such Pool or Advisory Committee and to each active party at least 24 hours before the time of each such meeting in the case of personal delivery, and 96 hours in the case of mail. The calling notice shall specify the time and place of the special meeting and the business to be transacted. No other business shall be considered at such meeting.

(d) Minutes. Minutes of all Pool Committee, Advisory Committee and Watermaster meetings shall be kept at Watermaster's offices. Copies thereof shall be mailed or otherwise furnished to all active parties in the pool or pools concerned. Said copies of minutes shall constitute notice of any Pool or Advisory Committee action therein reported, and shall be available for inspection by any party.

(e) Adjournments. Any meeting of any Pool or Advisory Committee may be adjourned to a time and place specified in the order of adjournment. Less than a quorum may so adjourn

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from time to time. A copy of the order or notice of adjournment shall be conspicuously posted forthwith on or near the door of the place where the meeting was held.

38. Powers and Functions. The powers and functions of the respective Pool Committees and the Advisory Committee shall be as follows:

(a) Pool Committees. Each Pool Committee shall have the power and responsibility for developing policy recommendations for administration of its particular pool, as created under the Physical Solution. All actions and recommendations of any Pool Committee which require Watermaster implementation shall first be noticed to the other two pools. If no objection is received in writing within thirty (30) days, such action or recommendation shall be transmitted directly to Watermaster for action. If any such objection is received, such action or recommendation shall be reported to the Advisory Committee before being transmitted to Watermaster.

(b) Advisory Committee. The Advisory Committee shall have the duty to study, and the power to recommend, review and act upon all discretionary determinations made or to be made hereunder by Watermaster.

[1] Committee Initiative. When any recommendation or advice of the Advisory Committee is received by Watermaster, action consistent therewith may be taken by Watermaster; provided, that any recommendation approved by 80 votes or more in the Advisory Committee shall constitute a mandate for action by Watermaster consistent therewith. If Watermaster is unwilling or unable to act

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pursuant to recommendation or advice from the Advisory Committee (other than such mandatory recommendations), Watermaster shall hold a public hearing, which shall be followed by written findings and decision. Thereafter, Watermaster may act in accordance with said decision, whether consistent with or contrary to said Advisory Committee recommendation. Such action shall be subject to review by the Court, as in the case of all other Watermaster determinations.

[2] Committee Review. In the event Watermaster proposes to take any discretionary action, other than approval or disapproval of a Pool Committee action or recommendation properly transmitted, or execute any agreement not theretofore within the scope of an Advisory Committee recommendation, notice of such intended action shall be served on the Advisory Committee and its members at least thirty (30) days before the Watermaster meeting at which such action is finally authorized.

(c) Review of Watermaster Actions. Watermaster (as to mandated action), the Advisory Committee or any Pool Committee shall be entitled to employ counsel and expert assistance in the event Watermaster or such Pool or Advisory Committee seeks Court review of any Watermaster action or failure to act. The cost of such counsel and expert assistance shall be Watermaster expense to be allocated to the affected pool or pools.

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VI. PHYSICAL SOLUTION

A. GENERAL

39. Purpose and Objective. Pursuant to the mandate of Section 2 of Article X of the California Constitution, the Court hereby adopts and orders the parties to comply with a Physical Solution. The purpose of these provisions is to establish a legal and practical means for making the maximum reasonable beneficial use of the waters of Chino Basin by providing the optimum economic, long-term, conjunctive utilization of surface waters, ground waters and supplemental water, to meet the requirements of water users having rights in or dependent upon Chino Basin.

40. Need for Flexibility. It is essential that this Physical Solution provide maximum flexibility and adaptability in order that Watermaster and the Court may be free to use existing and future technological, social, institutional and economic options, in order to maximize beneficial use of the waters of Chino Basin. To that end, the Court's retained jurisdiction will be utilized, where appropriate, to supplement the discretion herein granted to the Wastermaster.

41. Watermaster Control. Watermaster, with the advice of the Advisory and Pool Committees, is granted discretionary powers in order to develop an optimum basin management program for Chino Basin, including both water quantity and quality considerations. Withdrawals and supplemental water replenishment of Basin Water, and the full utilization of the water resources of Chino Basin, must be subject to procedures established by and administered through Watermaster with the advice and assistance of the Advisory and Pool Committees composed of the affected producers. Both the

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quantity and quality of said water resources may thereby be preserved and the beneficial utilization of the Basin maximized.

42. General Pattern of Operations. It is contemplated that the rights herein decreed will be divided into three (3) operating pools for purposes of Watermaster administration. A fundamental premise of the Physical Solution is that all water users dependent upon Chino Basin will be allowed to pump sufficient waters from the Basin to meet their requirements. To the extent that pumping exceeds the share of the Safe Yield assigned to the Overlying Pools, or the Operating Safe Yield in the case of the Appropriative Pool, each pool will provide funds to enable Watermaster to replace such overproduction. The method of assessment in each pool shall be as set forth in the applicable pooling plan.

B. POOLING

43. Multiple Pools Established. There are hereby established three (3) pools for Watermaster administration of, and for the allocation of responsibility for, and payment of, costs of replenishment water and other aspects of this Physical Solution.

(a) Overlying (Agricultural) Pool. The first pool shall consist of the State of California and all overlying producers who produce water for other than industrial or commercial purposes. The initial members of the pool are listed in Exhibit "C".

(b) Overlying (Non-agricultural) Pool. The second pool shall consist of overlying producers who produce water for industrial or commercial purposes. The initial members of this pool are listed in Exhibit "D".

(c) Appropriative Pool. A third and separate pool shall

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consist of owners of appropriative rights. The initial members of the pool are listed in Exhibit "E".

Any party who changes the character of his use may, by subsequent order of the Court, be reassigned to the proper pool; but the allocation of Safe Yield under Paragraph 44 hereof shall not be changed. Any non-party producer or any person who may hereafter commence production of water from Chino Basin, and who may become a party to this physical solution by intervention, shall be assigned to the proper pool by the order of the Court authorizing such intervention.

44. Determination and Allocation of Rights to Safe Yield of Chino Basin. The declared Safe Yield of Chino Basin is hereby allocated as follows:

Pool	Allocation
Overlying (Agricultural) Pool	414,000 acre feet in any five (5) consecutive years.
Overlying (Non-agricultural) Pool.	7,366 acre feet per year.
Appropriative Pool	49,834 acre feet per year.

The foregoing acre foot allocations to the overlying pools are fixed. Any subsequent change in the Safe Yield shall be debited or credited to the Appropriative Pool. Basin Water available to the Appropriative Pool without replenishment obligation may vary from year to year as the Operating Safe Yield is determined by Watermaster pursuant to the criteria set forth in Exhibit "I".

45. Annual Replenishment. Watermaster shall levy and collect assessments in each year, pursuant to the respective pooling plans, in amounts sufficient to purchase replenishment water to replace production by any pool during the preceding year which exceeds that

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pool's allocated share of Safe Yield in the case of the overlying pools, or Operating Safe Yield in the case of the Appropriative Pool. It is anticipated that supplemental water for replenishment of Chino Basin may be available at different rates to the various pools to meet their replenishment obligations. If such is the case, each pool will be assessed only that amount necessary for the cost of replenishment water to that pool, at the rate available to the pool, to meet its replenishment obligation.

46. Initial Pooling Plans. The initial pooling plans, which are hereby adopted, are set forth in Exhibits "F", "G" and "H", respectively. Unless and until modified by amendment of the judgment pursuant to the Court's continuing jurisdiction, each such plan shall control operation of the subject pool.

C. REPORTS AND ACCOUNTING

47. Production Reports. Each party or responsible party shall file periodically with Watermaster, pursuant to Watermaster rules, a report on a form to be prescribed by Watermaster showing the total production of such party during the preceding reportage period, and such additional information as Watermaster may require, including any information specified by the affected Pool Committee.

48. Watermaster Reports and Accounting. Watermaster's annual report, which shall be filed on or before November 15 of each year and shall apply to the preceding year's operation, shall contain details as to operation of each of the pools and a certified audit of all assessments and expenditures pursuant to this Physical Solution and a review of Watermaster activities.

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D. REPLENISHMENT

49. Sources of Supplemental Water. Supplemental water may be obtained by Watermaster from any available source. Watermaster shall seek to obtain the best available quality of supplemental water at the most reasonable cost for recharge in the Basin. To the extent that costs of replenishment water may vary between pools, each pool shall be liable only for the costs attributable to its required replenishment. Available sources may include, but are not limited to:

(a) Reclaimed Water. There exist a series of agreements generally denominated the Regional Waste Water Agreements between CBMWD and owners of the major municipal sewer systems within the basin. Under those agreements, which are recognized hereby but shall be unaffected and unimpaired by this judgment, substantial quantities of reclaimed water may be made available for replenishment purposes. There are additional sources of reclaimed water which are, or may become, available to Watermaster for said purposes. Maximum beneficial use of reclaimed water shall be given high priority by Watermaster.

(b) State Water. State water constitutes a major available supply of supplemental water. In the case of State Water, Watermaster purchases shall comply with the water service provisions of the State's water service contracts. More specifically, Watermaster shall purchase State Water from MWD for replenishment of excess production within CBMWD, WMWD and PVMWD, and from SBVMWD to replenish excess production within SBVMWD's boundaries in Chino Basin, except to the

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extent that MWD and SBVMWD give their consent as required by such State water service contracts.

(c) Local Import. There exist facilities and methods for importation of surface and ground water supplies from adjacent basins and watersheds.

(d) Colorado River Supplies. MWD has water supplies available from its Colorado River Aqueduct.

50. Methods of Replenishment. Watermaster may accomplish replenishment of overproduction from the Basin by any reasonable method, including:

(a) Spreading and percolation or Injection of water in existing or new facilities, subject to the provisions of Paragraphs 19, 25 and 26 hereof.

(b) In Lieu Procedures. Watermaster may make, or cause to be made, deliveries of water for direct surface use, in lieu of ground water production.

E. REVENUES

51. Production Assessment. Production assessments, on whatever basis, may be levied by Watermaster pursuant to the pooling plan adopted for the applicable pool.

52. Minimal Producers. Minimal Producers shall be exempted from payment of production assessments, upon filing of production reports as provided in Paragraph 47 of this Judgment, and payment of an annual five dollar ($5.00) administrative fee as specified by Watermaster rules.

53. Assessment Proceeds -- Purposes. Watermaster shall have the power to levy assessments against the parties (other than minimal pumpers) based upon production during the preceding period

of assessable production, whether quarterly, semi-annually or annually, as may be determined most practical by Watermaster or the affected Pool Committee.

54. Administrative Expenses. The expenses of administration of this Physical Solution shall be categorized as either (a) general Watermaster administrative expense, or (b) special project expense.

(a) General Watermaster Administrative Expense shall include office rental, general personnel expense, supplies and office equipment, and related incidental expense and general overhead.

(b) Special Project Expense shall consist of special engineering, economic or other studies, litigation expense, meter testing or other major operating expenses. Each such project shall be assigned a Task Order number and shall be separately budgeted and accounted for.

General Watermaster administrative expense shall be allocated and assessed against the respective pools based upon allocations made by the Watermaster, who shall make such allocations based upon generally accepted cost accounting methods. Special Project Expense shall be allocated to a specific pool, or any portion thereof, only upon the basis of prior express assent and finding of benefit by the Pool Committee, or pursuant to written order of the Court.

55. Assessments -- Procedure. Assessments herein provided for shall be levied and collected as follows:

(a) Notice of Assessment. Watermaster shall give written notice of all applicable assessments to each party on

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or before ninety (90) days after the end of the production period to which such assessment is applicable.

(b) Payment. Each assessment shall be payable on or before thirty (30) days after notice, and shall be the obligation of the party or successor owning the water production facility at the time written notice of assessment is given, unless prior arrangement for payment by others has been made in writing and filed with Watermaster.

(c) Delinquency. Any delinquent assessment shall bear interest at 10% per annum (or such greater rate as shall equal the average current cost of borrowed funds to the Watermaster) from the due date thereof. Such delinquent assessment and interest may be collected in a show-cause proceeding herein instituted by the Watermaster, in which case the Court may allow Watermaster its reasonable costs of collection, including attorney's fees.

56. Accumulation of Replenishment Water Assessment Proceeds. In order to minimize fluctuation in assessment and to give Watermaster flexibility in purchase and spreading of replenishment water, Watermaster may make reasonable accumulations of replenishment water assessment proceeds. Interest earned on such retained funds shall be added to the account of the pool from which the funds were collected and shall be applied only to the purchase of replenishment water.

57. Effective Date. The effective date for accounting and operation under this Physical Solution shall be July 1, 1977, and the first production assessments hereunder shall be due after July 1, 1978. Watermaster shall, however, require installation of

meters or measuring devices and establish operating procedures immediately, and the costs of such Watermaster activity (not including the cost of such meters and measuring devices) may be recovered in the first administrative assessment in 1978.

VII. MISCELLANEOUS PROVISIONS

58. Designation of Address for Notice and Service. Each party shall designate the name and address to be used for purposes of all subsequent notices and service herein, either by its endorsement on the Stipulation for Judgment or by a separate designation to be filed within thirty (30) days after Judgment has been served. Said designation may be changed from time to time by filing a written notice of such change with the Watermaster. Any party desiring to be relieved of receiving notices of Watermaster or committee activity may file a waiver of notice on a form to be provided by Watermaster. Thereafter such party shall be removed from the Active Party list. Watermaster shall maintain at all times a current list of active parties and their addresses for purposes of service. Watermaster shall also maintain a full current list of names and addresses of all parties or their successors, as filed herein. Copies of such lists shall be available, without cost, to any party, the Advisory Committee or any Pool Committee upon written request therefor.

59. Service of Documents. Delivery to or service upon any party or active party by the Watermaster, by any other party, or by the Court, of any item required to be served upon or delivered to such party or active party under or pursuant to the Judgment shall be made personally or by deposit in the United States mail, first

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class, postage prepaid, addressed to the designee and at the address in the latest designation filed by such party or active party.

60. Intervention After Judgment. Any non-party assignee of the adjudicated appropriative rights of any appropriator, or any other person newly proposing to produce water from Chino Basin, may become a party to this judgment upon filing a petition in intervention. Said intervention must be confirmed by order of this Court. Such intervenor shall thereafter be a party bound by this judgment and entitled to the rights and privileges accorded under the Physical Solution herein, through the pool to which the Court shall assign such intervenor.

61. Loss of Rights. Loss, whether by abandonment, forfeiture or otherwise, of any right herein adjudicated shall be accomplished only (1) by a written election by the owner of the right filed with Watermaster, or (2) by order of the Court upon noticed motion and after hearing.

62. Scope of Judgment. Nothing in this Judgment shall be deemed to preclude or limit any party in the assertion against a neighboring party of any cause of action now existing or hereafter arising based upon injury, damage or depletion of water supply available to such party, proximately caused by nearby pumping which constitutes an unreasonable interference with such complaining party's ability to extract ground water.

63. Judgment Binding on Successors. This Judgment and all provisions thereof are applicable to and binding upon not only the parties to this action, but also upon their respective heirs, executors, administrators, successors, assigns, lessees and

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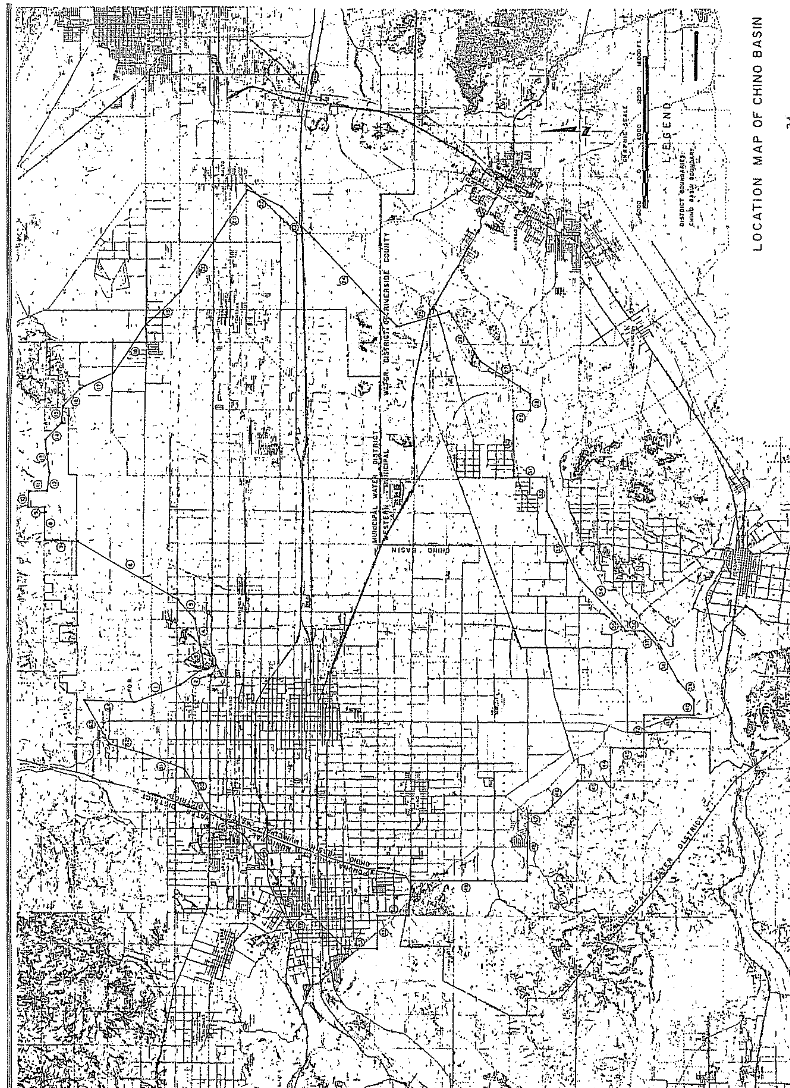
licensees and upon the agents, employees and attorneys in fact of all such persons.

64. Costs. No party shall recover any costs in this proceeding from any other party.

Dated: JAN 27 1978.

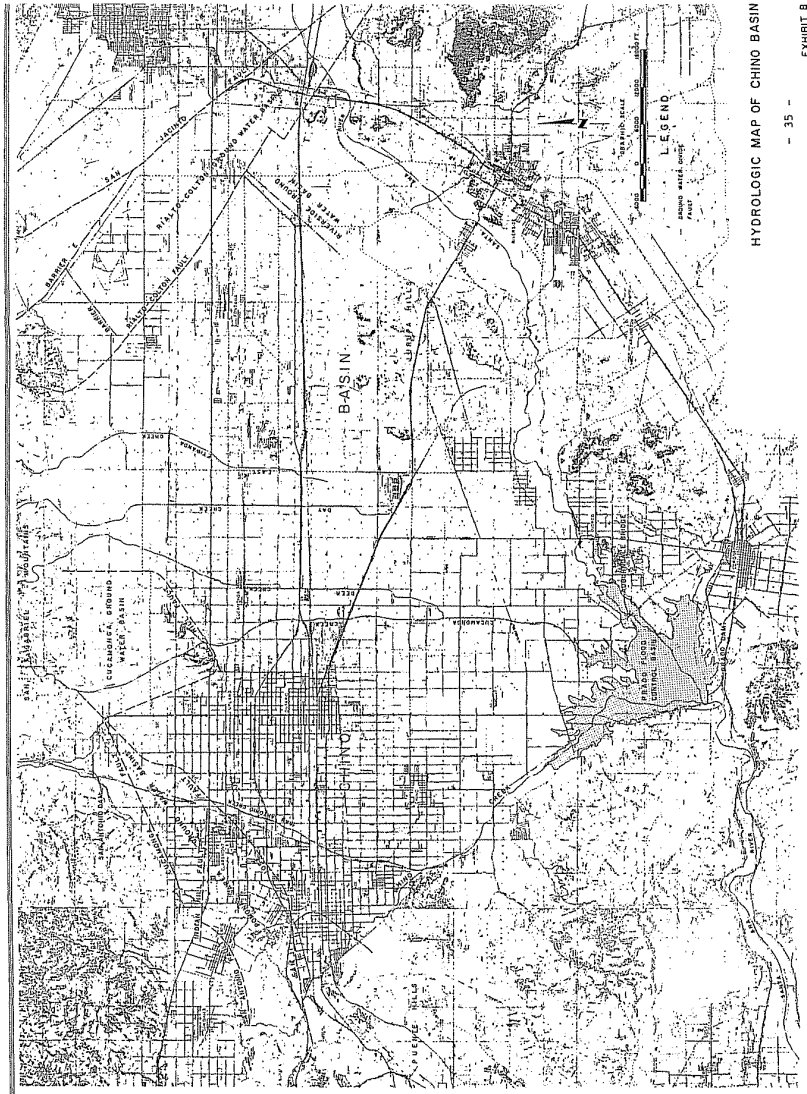
[signature]
Judge



LOCATION MAP OF CHINO BASIN

EXHIBIT A

JAMES M. MONTGOMERY CONSULTING ENGINEERS, INC.



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STIPULATING OVERLYING AGRICULTURAL PRODUCERS

1 STATE OF CALIFORNIA
2 COUNTY OF SAN BERNARDINO
3 Abacherli Dairy, Inc.
4 Abacherli, Frank
5 Abacherli, Shirley
6 Abbona, Anna
7 Abbona, James
8 Abbona, Jim
9 Abbona, Mary
10 Agliani, Amelia H.
11 Agman, Inc.
12 Aguerre, Louis B.
13 Ahmanson Trust Co.
14 Akiyama, Shizuye
15 Akiyama, Tomoo
16 Akkerman, Dave
17 Albers, J. N.
18 Albers, Nellie
19 Alewyn, Jake J.
20 Alewyn, Normalee
21 Alger, Mary D.
22 Alger, Raymond
23 Allen, Ben F.
24 Allen, Jane F.
25 Alta-Dena Dairy
26 Anderson Farms
27 Anguiano, Sarah L. S.
28 Anker, Gus

Aphessetche, Xavier
Arena Mutual Water Assn.
Armstrong Nurseries, Inc.
Arretche, Frank
Arretche, Jean Pierre
Arvidson, Clarence F.
Arvidson, Florence
Ashley, George W.
Ashley, Pearl E.
Atlas Farms
Atlas Ornamental Iron Works, Inc.
Aukeman, Carol
Aukeman, Lewis
Ayers, Kenneth C., aka
Kelley Ayers
Bachoc, Raymond
Baldwin, Edgar A.
Baldwin, Lester
Banbury, Carolyn
Bangma Dairy
Bangma, Arthur
Bangma, Ida
Bangma, Martin
Bangma, Sam
Barba, Anthony B.
Barba, Frank
Barcellos, Joseph
Barnhill, Maurine W.

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1 Barnhill, Paul
2 Bartel, Dale
3 Bartel, Ursula
4 Bartel, Willard
5 Barthelemy, Henry
6 Barthelemy, Roland
7 Bassler, Donald V., M.D.
8 Bates, Lowell R.
9 Bates, Mildred L.
10 Beahm, James W.
11 Beahm, Joan M.
12 Bekendam, Hank
13 Bekendam, Pete
14 Bello, Eugene
15 Bello, Olga
16 Beltman, Evelyn
17 Beltman, Tony
18 Bergquist Properties, Inc.
19 Bevacqua, Joel A.
20 Bevacqua, Marie B.
21 Bidart, Bernard
22 Bidart, Michael J.
23 Binnell, Wesley
24 Black, Patricia E.
25 Black, Victor
26 Bodger, John & Sons Co.
27 Boer, Adrian
28 Boersma and Wind Dairy

Boersma, Angie
Boersma, Berdina
Boersma, Frank
Boersma, Harry
Boersma, Paul
Boersma, Sam
Boersma, William L.
Bohlander & Holmes, Inc.
Bokma, Peter
Bollema, Jacob
Boonstoo, Edward
Bootsma, Jim
Borba, Dolene
Borba, Dolores
Borba, Emily
Borba, George
Borba, John
Borba, John & Sons
Borba, John Jr.
Borba, Joseph A.
Borba, Karen E.
Borba, Karen M.
Borba, Pete, Estate of
Borba, Ricci
Borba, Steve
Borba, Tom
Bordisso, Alleck
Borges, Angelica M.

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1 Borges, Bernadette
2 Borges, John O.
3 Borges, Linda L.
4 Borges, Manual Jr.
5 Borges, Tony
6 Bos, Aleid
7 Bos, Gerrit
8 Bos, John
9 Bos, John
10 Bos, Margaret
11 Bos, Mary
12 Bos, Mary Beth
13 Bos, Tony
14 Bosch, Henrietta
15 Bosch, Peter T.
16 Boschma, Betty
17 Boschma, Frank
18 Boschma, Greta
19 Boschma, Henry
20 Bosma, Dick
21 Bosma, Florence G.
22 Bosma, Gerrit
23 Bosma, Jacob J.
24 Bosma, Jeanette Thea
25 Bosman, Frank
26 Bosman, Nellie
27 Bosnyak, Goldie M.
28 Bosnyak, Martin

Bothof, Roger W.
Bouma, Cornie
Bouma, Emma
Bouma, Henry P.
Bouma, Martin
Bouma, Peter G. & Sons Dairy
Bouma, Ted
Bouman, Helen
Bouman, Sam
Bower, Mabel E.
Boys Republic
Breedyk, Arie
Breedyk, Jessie
Briano Brothers
Briano, Albert
Briano, Albert Trustee for
Briano, Albert Frank
Briano, Lena
Brink, Russell N.
Brinkerhoff, Margaret
Brinkerhoff, Robert L.
Britschgi, Florence
Britschgi, Magdalena Garetto
Britschgi, Walter P.
Brommer, Marvin
Brookside Enterprizes, dba
Brookside Vineyard Co.
Brothers Three Dairy

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Brown, Eugene
Brun, Martha M.
Brun, Peter Robert
Buma, Duke
Buma, Martha
Bunse, Nancy
Bunse, Ronnie L.
Caballero, Bonnie L.
Caballero, Richard F.
Cable Airport Inc.
Cadlini, Donald
Cadlini, Jesse R.
Cadlini, Marie Edna
Cambio, Anna
Cambio, Charles, Estate of
Cambio, William V.
Cardoza, Florence
Cardoza, Olivi
Cardoza, Tony
Carnesi, Tom
Carver, Robt M., Trustee
Cauffman, John R.
Chacon Bros.
Chacon, Elvera P.
Chacon, Joe M.
Chacon, Robert M.
Chacon, Virginia L.
Chez, Joseph C.
Chino Corona Investment
Chino Water Co.
Christensen, Leslie
Christensen, Richard G.
Christian, Ada R.
Christian, Harold F.
Christy, Ella J.
Christy, Ronald S.
Cihigoyenetche, Jean
Cihigoyenetche, Leona
Cihigoyenetche, Martin
Clarke, Arthur B.
Clarke, Nancy L.
Clarke, Phyllis J.
Coelho, Isabel
Coelho, Joe A. Jr.
Collins, Howard E.
Collins, Judith F.
Collinsworth, Ester L.
Collinsworth, John E.
Collinsworth, Shelby
Cone Estate (05-2-00648/649)
Consolidated Freightways Corp.
of Delaware
Corona Farms Co.
Corra, Rose
Costa, Dimas S.
Costa, Laura

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Costa, Myrtle
Costamagna, Antonio
Costamagna, Joseph
Cousyn, Claus B.
Cramer, Carole F.
Cramer, William R.
Crossroads Auto Dismantlers, Inc.
Crouse, Beatrice I.
Crouse, Roger
Crowley, Juanita C.
Crowley, Ralph
Cucamonga Vintners
D'Astici, Teresa
Da Costa, Cecilia B.
Da Costa, Joaquim F.
Daloisio, Norman
De Berard Bros.
De Berard, Arthur, Trustee
De Berard, Charles
De Berard, Chas., Trustee
De Berard, Helan J.
De Berard, Robert
De Berard, Robert, Trustee
De Bie, Adrian
De Bie, Henry
De Bie, Margaret M.
De Bie, Marvin
De Boer, Fred
De Boer, L. H.
De Boer, Sidney
De Bos, Andrew
De Graaf, Anna Mae
De Graaf, Gerrit
De Groot, Dick
De Groot, Dorothy
De Groot, Ernest
De Groot, Henrietta
De Groot, Jake
De Groot, Pete Jr.
De Haan, Bernadena
De Haan, Henry
De Hoog, Adriana
De Hoog, Joe
De Hoog, Martin
De Hoog, Martin L.
De Hoog, Mitch
De Hoog, Tryntje
De Jager, Cobi
De Jager, Edward D.
De Jong Brothers Dairy
De Jong, Cornelis
De Jong, Cornelius
De Jong, Grace
De Jong, Jake
De Jong, Lena
De Leeuw, Alice

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1 De Leeuw, Sam
2 De Soete, Agnes
3 De Soete, Andre
4 De Vries, Abraham
5 De Vries, Case
6 De Vries, Dick
7 De Vries, Evelyn
8 De Vries, Henry, Estate of
9 De Vries, Hermina
10 De Vries, Jack H.
11 De Vries, Jane
12 De Vries, Janice
13 De Vries, John
14 De Vries, John J.
15 De Vries, Neil
16 De Vries, Ruth
17 De Vries, Theresa
18 De Wit, Gladys
19 De Wit, Peter S.
20 De Wyn, Evert
21 De Zoete, Hattie V.
22 De Zoete, Leo A.
23 Decker, Hallie
24 Decker, Henry A.
25 Demmer, Ernest
26 Di Carlo, Marie
27 Di Carlo, Victor
28 Di Tommaso, Frank

Dirkse, Catherine
Dirkse, Charles C.
Dixon, Charles E.
Dixon, Geraldine A.
Doesberg, Hendrica
Doesburg, Theodorus P.
Dolan, Marion
Dolan, Michael H.
Dominguez, Helen
Dominguez, Manual
Donkers, Henry A.
Donkers, Nellie G.
Dotta Bros.
Douma Brothers Dairy
Douma, Betty A.
Douma, Fred A.
Douma, Hendrika
Douma, Herman G.
Douma, Narleen J.
Douma, Phillip M.
Dow Chemical Co.
Dragt, Rheta
Dragt, William
Driftwood Dairy Farm
Droogh, Case
Duhalde, Marian
Duhalde, Lauren
Duits, Henrietta

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1 Duits, John
2 Dunlap, Edna Kraemer,
3 Estate of
4 Durrington, Glen
5 Durrington, William F.
6 Dusi, John, Sr.
7 Dykstra, Dick
8 Dykstra, John
9 Dykstra, John & Sons
10 Dykstra, Wilma
11 Dyt, Cor
12 Dyt, Johanna
13 E and S Grape Growers
14 Eaton, Thomas, Estate of
15 Echeverria, Juan
16 Echeverria, Carlos
17 Echeverria, Pablo
18 Eilers, E. Myrle
19 Eilers, Henry W.
20 El Prado Golf Course
21 Ellsworth, Rex C.
22 Engelsma, Jake
23 Engelsma, Susan
24 Escojeda, Henry
25 Etiwanda Grape Products Co.
26 Euclid Ave. Investment One
27 Euclid Ave. Investment Four
28 Euclid Ave. Three Investment

Excelsior Farms
F.D.I.C.
Fagundes, Frank M.
Fagundes, Mary
Fernandes, Joseph Jr.
Fernandes, Velma C.
Ferraro, Ann
Ferreira, Frank J.
Ferreira, Joe C. Jr.
Ferreira, Narcie
Filippi, J. Vintage Co.
Filippi, Joseph
Filippi, Joseph A.
Filippi, Mary E.
Fitzgerald, John R.
Flameling Dairy Inc.
Flamingo Dairy
Foss, Douglas E.
Foss, Gerald R.
Foss, Russel
Fred & John Troost No. 1 Inc.
Fred & Maynard Troost No. 2 Inc.
Freitas, Beatriz
Freitas, Tony T.
Gakle, Louis L.
Galleano Winery, Inc.
Galleano, Bernard D.
Galleano, D.
Galleano, Mary M.

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Garcia, Pete
Gardner, Leland V.
Gardner, Lola M.
Garrett, Leonard E.
Garrett, Patricia T.
Gastelluberry, Catherine
Gastelluberry, Jean
Gilstrap, Glen E.
Gilstrap, Marjorie J.
Godinho, John
Godinho, June
Gonsalves, Evelyn
Gonsalves, John
Gorzeman, Geraldine
Gorzeman, Henry A.
Gorzeman, Joe
Govea, Julia
Goyenetche, Albert
Grace, Caroline E.
Grace, David J.
Gravatt, Glenn W.
Gravatt, Sally Mae
Greydanus Dairy, Inc.
Greydanus, Rena
Griffin Development Co.
Haagsma, Dave
Haagsma, John
Hansen, Mary D.
Hansen, Raymond F.
Hanson, Ardeth W.
Harada, James T.
Harada, Violet A.
Haringa, Earl and Sons
Haringa, Herman
Haringa, Rudy
Haringa, William
Harper, Cecilia de Mille
Harrington, Winona
Harrison, Jacqueline A.
Hatanaka, Kenichi
Heida, Annie
Heida, Don
Heida, Jim
Heida, Sam
Helms, Addison D.
Helms, Irma A.
Hermans, Alma I.
Hermans, Harry
Hettinga, Arthur
Hettinga, Ida
Hettinga, Judy
Hettinga, Mary
Hettinga, Wilbur
Heublein, Inc., Grocery Products Group
Hibma, Catherine M.

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Hibma, Sidney
Hicks, Kenneth I.
Hicks, Minnie M.
Higgins Brick Co.
Highstreet, Alfred V.
Highstreet, Evada V.
Hilarides, Bertha as Trustee
Hilarides, Frank
Hilarides, John as Trustee
Hindelang, Tillie
Hindelang, William
Hobbs, Bonnie C.
Hobbs, Charles W.
Hobbs, Hazel I.
Hobbs, Orlo M.
Hoekstra, Edward
Hoekstra, George
Hoekstra, Grace
Hoekstra, Louie
Hofer, Paul B.
Hofer, Phillip F.
Hofstra, Marie
Hogeboom, Jo Ann M.
Hogeboom, Maurice D.
Hogg, David V.
Hogg, Gene P.
Hogg, Warren G.
Hohberg, Edith J.
Hohberg, Harold C.
Hohberg, Harold W.
Holder, Arthur B.
Holder, Dorothy F.
Holmes, A. Lee
Holmes, Frances P.
Hoogeboom, Gertrude
Hoogeboom, Pete
Hoogendam, John
Hoogendam, Tena
Houssels, J. K. Thoroughbred Farm
Hunt Industries
Idsinga, Ann
Idsinga, William W.
Imbach Ranch, Inc.
Imbach, Kenneth E.
Imbach, Leonard K.
Imbach, Oscar K.
Imbach, Ruth M.
Indaburu, Jean
Indaburu, Marceline
Iseli, Kurt H.
Ito, Kow
J & B Dairy Inc.
Jaques, Johnny C. Jr.
Jaques, Mary
Jaques, Mary Lou

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1 Jay Em Bee Farms
2 Johnson Bro's Egg Ranches, Inc.
3 Johnston, Ellwood W.
4 Johnston, George F. Co.
5 Johnston, Judith H.
6 Jones, Leonard P.
7 Jongsma & Sons Dairy
8 Jongsma, Diana A.
9 Jongsma, Dorothy
10 Jongsma, George
11 Jongsma, Harold
12 Jongsma, Henry
13 Jongsma, John
14 Jongsma, Nadine
15 Jongsma, Tillie
16 Jordan, Marjorie G.
17 Jordan, Troy O.
18 Jorritsma, Dorothy
19 Juliano, Albert
20 Kamper, Cornelis
21 Kamstra, Wilbert
22 Kaplan, Lawrence J.
23 Kasbergen, Martha
24 Kasbergen, Neil
25 Kazian, Angelen Estate of
26 Kingsway Const. Corp.
27 Klapps Market
28 Kline, James K.

Knevelbaard, John
Knudsen, Ejnar
Knudsen, Karen M.
Knudsen, Kenneth
Knudson, Robert
Knudson, Darlene
Koel, Helen S.
Koetsier, Gerard
Koetsier, Gerrit J.
Koetsier, Jake
Koning, Fred W.
Koning, Gloria
Koning, J. W. Estate
Koning, James A.
Koning, Jane
Koning, Jane C.
Koning, Jennie
Koning, John
Koning, Victor A.
Kooi Holstein Corporation
Koolhaas, Kenneth E.
Koolhaas, Simon
Koolhaas, Sophie Grace
Koopal, Grace
Koopal, Silas
Koopman, Eka
Koopman, Gene T.
Koopman, Henry G.

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1 Koopman, Ted
2 Koopman, Tena
3 Koot, Nick
4 Koster, Aart
5 Koster, Frances
6 Koster, Henry B.
7 Koster, Nellie
8 Kroes, Jake R.
9 Kroeze, Bros
10 Kroeze, Calvin E.
11 Kroeze, John
12 Kroeze, Wesley
13 Kruckenberg, Naomi
14 Kruckenberg, Perry
15 L. D. S. Welfare Ranch
16 Labrucherie, Mary Jane
17 Labrucherie, Raymond F.
18 Lako, Samuel
19 Landman Corp.
20 Lanting, Broer
21 Lanting, Myer
22 Lass, Jack
23 Lass, Sandra L.
24 Lawrence, Cecelia, Estate of
25 Lawrence, Joe H., Estate of
26 Leal, Bradley W.
27 Leal, John C.
28 Leal, John Craig

Leck, Arthur A.
Leck, Evelyn M.
Lee, Harold E.
Lee, Helen J.
Lee, Henrietta C.
Lee, R. T. Construction Co.
Lekkerkerk, Adriana
Lekkerkerk, L. M.
Lekkerkerker, Nellie
Lekkerkerker, Walt
Lewis Homes of California
Livingston, Dorothy M.
Livingston, Rex E.
Lokey, Rosemary Kraemer
Lopes, Candida A.
Lopes, Antonio S.
Lopez, Joe D.
Lourenco, Carlos, Jr.
Lourenco, Carmelina P.
Lourenco, Jack C.
Lourenco, Manual H.
Lourenco, Mary
Lourenco, Mary
Luiten, Jack
Luiz, John M.
Luna, Christine I.
Luna, Ruben T.
Lusk, John D. and Son
a California corporation

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Lyon, Gregory E.
Lyon, Paula E.
M & W Co. #2
Madole, Betty M.
Madole, Larry B.
Marquez, Arthur
Marquine, Jean
Martin, Lelon O.
Martin, Leon O.
Martin, Maria D.
Martin, Tony J.
Martins, Frank
Mathias, Antonio
Mc Cune, Robert M.
Mc Masters, Gertrude
Mc Neill, J. A.
Mc Neill, May F.
Mees, Leon
Mello and Silva Dairy
Mello and Sousa Dairy
Mello, Emilia
Mello, Enos C.
Mello, Mercedes
Mendiondo, Catherine
Mendiondo, Dominique
Meth. Hosp. - Sacramento
Metzger, R. S.
Metzger, Winifred
Mickel, Louise
Miersma, Dorothy
Meirsma, Harry C.
Minaberry, Arnaud
Minaberry, Marie
Mistretta, Frank J.
Mocho and Plaa Inc.
Mocho, Jean
Mocho, Noeline
Modica, Josephine
Montes, Elizabeth
Montes, Joe
Moons, Beatrice
Moons, Jack
Moramarco, John A. Enterprises
Moreno, Louis W.
Moss, John R.
Motion Pictures Associates, Inc.
Moynier, Joe
Murphy, Frances V.
Murphy, Myrl L.
Murphy, Naomi
Nanne, Martin Estate of
Nederend, Betty
Nederend, Hans
Norfolk, James
Norfolk, Martha
Notrica, Louis

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Nyberg, Lillian N.
Nyenhuis, Annie
Nyenhuis, Jim
Occidental Land Research
Okumura, Marion
Okumura, Yuiche
Oldengarm, Effie
Oldengarm, Egbert
Oldengarm, Henry
Oliviera, Manuel L.
Oliviera, Mary M.
Olson, Albert
Oltmans Construction Co.
Omlin, Anton
Omlin, Elsie L.
Ontario Christian School Assn.
Oord, John
Oostdam, Jacoba
Oostdam, Pete
Oosten, Agnes
Oosten, Anthonia
Oosten, Caroline
Oosten, John
Oosten, Marinus
Oosten, Ralph
Orange County Water District
Ormonde, Manuel
Ormonde, Pete, Jr.
Ormonde, Viva
Ortega, Adeline B.
Ortega, Bernard Dino
Osterkamp, Joseph S.
Osterkamp, Margaret A.
P I E Water Co.
Palmer, Eva E.
Palmer, Walter E.
Parente, Luis S.
Parente, Mary Borba
Parks, Jack B.
Parks, Laura M.
Patterson, Lawrence E. Estate of
Payne, Clyde H.
Payne, Margo
Pearson, Athelia K.
Pearson, William C.
Pearson, William G.
Pene, Robert
Perian, Miller
Perian, Ona E.
Petrissans, Deanna
Petrissans, George
Petrissans, Jean P.
Petrissans, Marie T.
Pickering, Dora M.
(Mrs. A. L. Pickering)
Pierce, John

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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.	Rodriquez, 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

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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.

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Sinnott, Jim
Sinnott, Mildred B.
Slegers, Dorothy
Slegers, Hubert J.
Slegers, Jake
Slegers, Jim
Slegers, Lenwood M.
Slegers, Martha
Slegers, Tesse J.
Smith, Edward S.
Smith, Helen D.
Smith, James E.
Smith, Keith J.
Smith, Lester W.
Smith, Lois Maxine
Smith, Marjorie W.
Soares, Eva
Sogioka, Mitsuyoshi
Sogioka, Yoshimato
Sousa, Sam
Southern Pacific Land Co.
Southfield, Eddie
Souza, Frank M.
Souza, Mary T.
Spickerman, Alberta
Spickerman, Florence
Spickerman, Rudolph
Spyksma, John
Staal, John
Stahl, Zippora P.
Stampfl, Berta
Stampfl, William
Stanley, Robert E.
Stark, Everett
Stellingwerf, Andrew
Stellingwerf, Henry
Stellingwerf, Jenette
Stellingwerf, Shana
Stellingwerf, Stan
Stelzer, Mike C.
Sterk, Henry
Stiefel, Winifred
Stiefel, Jack D.
Stigall, Richard L.
Stigall, Vita
Stockman's Inn
Stouder, Charlotte A.
Stouder, William C.
Struikmans, Barbara
Struikmans, Gertie
Struikmans, Henry Jr.
Struikmans, Henry Sr.
Struikmans, Nellie
Swager, Edward
Swager, Gerben
Swager, Johanna

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Swager, Marion
Swierstra, Donald
Swierstra, Fanny
Sybrandy, Ida
Sybrandy, Simon
Sytsma, Albert
Sytsma, Edith
Sytsma, Jennie
Sytsma, Louie
Te Velde, Agnes
Te Velde, Bay
Te Velde, Bernard A.
Te Velde, Bonnie
Te Velde, Bonnie G.
Te Velde, George
Te Velde, George, Jr.
Te Velde, Harm
Te Velde, Harriet
Te Velde, Henry J.
Te Velde, Jay
Te Velde, Johanna
Te Velde, John H.
Te Velde, Ralph A.
Te Velde, Zwaantina, Trustee
Ter Maaten, Case
Ter Maaten, Cleone
Ter Maaten, Steve
Terpstra, Carol
Terpstra, Theodore G.
Teune, Tony
Teunissen, Bernard
Teunissen, Jane
Thomas, Ethel M.
Thommen, Alice
Thommen, Fritz
Tillema, Allie
Tillema, Harold
Tillema, Klaas D.
Timmons, William R.
Tollerup, Barbara
Tollerup, Harold
Trapani, Louis A.
Trimlett, Arlene R.
Trimlett, George E.
Tristant, Pierre
Tuinhout, Ale
Tuinhout, Harry
Tuinhout, Hilda
Tuls, Elizabeth
Tuls, Jack S.
Tuls, Jake
Union Oil Company of California
United Dairyman's Co-op.
Urquhart, James G.
Usle, Cathryn
Usle, Faustino

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V & Y Properties
Vaile, Beryl M.
Valley Hay Co.
Van Beek Dairy Inc.
Van Canneyt Dairy
Van Canneyt, Maurice
Van Canneyt, Wilmer
Van Dam, Bas
Van Dam, Isabelle
Van Dam, Nellie
Van Den Berg, Gertrude
Van Den Berg, Joyce
Van Den Berg, Marinus
Van Den Berg, Marvin
Van Der Linden, Ardith
Van Der Linden, John
Van Der Linden, Stanley
Van Der Veen, Kenneth
Van Diest, Anna T.
Van Diest, Cornelius
Van Diest, Ernest
Van Diest, Rena
Van Dyk, Bart
Van Dyk, Jeanette
Van Foeken, Martha
Van Foeken, William
Van Hofwegan, Steve
Van Hofwegen, Adrian A.
Van Hofwegen, Clara
Van Hofwegen, Jessie
Van Klaveren, A.
Van Klaveren, Arie
Van Klaveren, Wilhelmina
Van Klaveren, William
Van Leeuwen, Arie C.
Van Leeuwen, Arie C.
Van Leeuwen, Arlan
Van Leeuwen, Clara G.
Van Leeuwen, Cornelia L.
Van Leeuwen, Harriet
Van Leeuwen, Jack
Van Leeuwen, John
Van Leeuwen, Letie
Van Leeuwen, Margie
Van Leeuwen, Paul
Van Leeuwen, William A.
Van Ravenswaay, Donald
Van Ryn Dairy
Van Ryn, Dick
Van Surksum, Anthonetta
Van Surksum, John
Van Veen, John
Van Vliet, Effie
Van Vliet, Hendrika
Van Vliet, Hugo
Van Vliet, Klaas

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Vande Witte, George
Vanden Berge, Gertie
Vanden Berge, Gertie
Vanden Berge, Jack
Vanden Berge, Jake
Vanden Brink, Stanley
Vander Dussen, Agnes
Vander Dussen, Cor
Vander Dussen, Cornelius
Vander Dussen, Edward
Vander Dussen, Geraldine Marie
Vander Dussen, James
Vander Dussen, John
Vander Dussen, Nelvina
Vander Dussen, Rene
Vander Dussen, Sybrand Jr.
Vander Dussen, Sybrand Sr.
Vander Dussen Trustees
Vander Eyk, Case Jr.
Vander Eyk, Case Sr.
Vander Feer, Peter
Vander Feer, Rieka
Vander Laan, Ann
Vander Laan, Ben
Vander Laan, Bill
Vander Laan, Corrie
Vander Laan, Henry
Vander Laan, James
Vander Laan, Katie
Vander Laan, Martin Jr.
Vander Laan, Tillie
Vander Leest, Anna
Vander Leest, Ann
Vander Meer, Alice
Vander Meer, Dick
Vander Poel, Hank
Vander Poel, Pete
Vander Pol, Irene
Vander Pol, Margie
Vander Pol, Marines
Vander Pol, William P.
Vander Schaaf, Earl
Vander Schaaf, Elizabeth
Vander Schaaf, Henrietta
Vander Schaaf, John
Vander Schaaf, Ted
Vander Stelt, Catherine
Vander Stelt, Clarence
Vander Tuig, Arlene
Vander Tuig, Sylvester
Vander Veen, Joe A.
Vandervlag, Robert
Vander Zwan, Peter
Vanderford, Betty W.
Vanderford, Claud R.
Vanderham, Adrian

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1 Vanderham, Cornelius
2 Vanderham, Cornelius P.
3 Vanderham, Cory
4 Vanderham, E. Jane
5 Vanderham, Marian
6 Vanderham, Martin
7 Vanderham, Pete C.
8 Vanderham, Wilma
9 Vasquez, Eleanor
10 Veenendaal, Evert
11 Veenendaal, John H.
12 Veiga, Dominick Sr.
13 Verbree, Jack
14 Verbree, Tillie
15 Verger, Bert
16 Verger, Betty
17 Verhoeven, Leona
18 Verhoeven, Martin
19 Verhoeven, Wesley
20 Vermeer, Dick
21 Vermeer, Jantina
22 Vernola Ranch
23 Vernola, Anthonietta
24 Vernola, Anthony
25 Vernola, Frank
26 Vernola, Mary Ann
27 Vernola, Pat F.
28 Vestal, Frances Lorraine

Vestal, J. Howard
Visser, Gerrit
Visser, Grace
Visser, Henry
Visser, Jess
Visser, Louie
Visser, Neil
Visser, Sam
Visser, Stanley
Visser, Tony D.
Visser, Walter G.
Von Der Ahe, Fredric T.
Von Euw, George
Von Euw, Marjorie
Von Lusk, a limited partnership
Voortman, Anna Marie
Voortman, Edward
Voortman, Edwin J.
Voortman, Gertrude Dena
Wagner, Richard H.
Walker, Carole R.
Walker, Donald E.
Walker, Wallace W.
Wardle, Donald M.
Warner, Dillon B.
Warner, Minnie
Wassenaar, Peter W.
Waters, Michael

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1 Weeda, Adriana
2 Weeda, Daniel
3 Weeks, O. L.
4 Weeks, Verona E.
5 Weidman, Maurice
6 Weidman, Virginia
7 Weiland, Adaline I.
8 Weiland, Peter J.
9 Wesselink, Jules
10 West, Katharine R.
11 West, Russel
12 West, Sharon Ann
13 Western Horse Property
14 Westra, Alice
15 Westra, Henry
16 Westra, Hilda
17 Westra, Jake J.
18 Weststeyn, Freida
19 Weststeyn, Pete
20 Whitehurst, Louis G.
21 Whitehurst, Pearl L.
22 Whitmore, David L.
23 Whitmore, Mary A.
24 Whitney, Adolph M.
25 Wiersema, Harm
26 Wiersema, Harry
27 Wiersma, Ellen H.
28 Wiersma, Gladys J.

Wiersma, Jake
Wiersma, Otto
Wiersma, Pete
Winchell, Verne H., Trustee
Wind, Frank
Wind, Fred
Wind, Hilda
Wind, Johanna
Woo, Frank
Woo, Sem Gee
Wybenga, Clarence
Wybenga, Gus
Wybenga, Gus K.
Wybenga, Sylvia
Wynja, Andy
Wynja, Iona F.
Yellis, Mildred
Yellis, Thomas E.
Ykema-Harmsen Dairy
Ykema, Floris
Ykema, Harriet
Yokley, Betty Jo
Yokley, Darrell A.
Zak, Zan
Zivelonghi, George
Zivelonghi, Margaret
Zwaagstra, Jake
Zwaagstra, Jessie M.
Zwart, Case

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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

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DEFAULTING OVERLYING AGRICULTURAL PRODUCERS

Cheryl L. Bain	Roy W. Lantis
Warren Bain	Sharon I. Lantis
John M. Barcelona	Frank Lorenz
Letty Bassler	Dagney H. MacDonald
John Brazil	Frank E. Martin
John S. Briano	Ruth C. Martin
Lupe Briano	Connie S. Mello
Paul A. Briano	Naldiro J. Mello
Tillie Briano	Felice Miller
Arnie B. Carlson	Ted Miller
John Henry Fikse	Masao Nerio
Phyllis S. Fikse	Tom K. Nerio
Lewellyn Flory	Toyo Nerio
Mary I. Flory	Yuriko Nerio
L. H. Glazer	Harold L. Rees
Dorothy Goodman	Alden G. Rose
Sidney D. Goodman	Claude Rouleau, Jr.
Frank Grossi	Patricia M. Rouleau
Harada Brothers	Schultz Enterprises
Ellen Hettinga	Albert Shaw
Hein Hettinga	Lila Shaw
Dick Hofstra, Jr.	Cathy M. Stewart
Benjamin M. Hughey	Marvin C. Stewart
Frieda L. Hughey	Betty Ann Stone
Guillaume Indart	John B. Stone
Ellwood B. Johnston, Trustee	Vantoll Cattle Co., Inc.
Perry Kruckenberg, Jr.	Catherene Verburg

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Martin Verburg

Donna Vincent

Larry Vincent

Cliff Wolfe & Associates

Ada M. Woll

Zarubica Co.

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EXHIBIT "D"

OVERLYING NON-AGRICULTURAL RIGHTS

Party	Total Overlying Non-Agricultural Rights (Acre Feet)	Share of Safe Yield (Acre Feet)
Ameron Steel Producers, Inc.	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.	0	0
Totals	9,409	7,366.000

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
Monta 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	1,506.888	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

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EXHIBIT "F"
OVERLYING (AGRICULTURAL) POOL
POOLING PLAN

1. Membership in Pool. The State of California and all producers listed in Exhibit "C" shall be the initial members of this pool, which shall include all producers of water for overlying uses other than industrial or commercial purposes.

2. Pool Meetings. The members of the pool shall meet annually, in person or by proxy, at a place and time to be designated by Watermaster for purposes of electing members of the Pool Committee and conducting any other business of the pool. Special meetings of the membership of the pool may be called and held as provided in the rules of the pool.

3. Voting. All voting at meetings of pool members shall be on the basis of one vote for each 100 acre feet or any portion thereof of production from Chino Basin during the preceding year, as shown by the records of Watermaster.

4. Pool Committee. The Pool Committee for this pool shall consist of not less than nine (9) representatives selected at large by members of the pool. The exact number of members of the Pool Committee in any year shall be as determined by majority vote of the voting power of members of the pool in attendance at the annual pool meeting. Each member of the Pool Committee shall have one vote and shall serve for a two-year term. The members first elected shall classify themselves by lot so that approximately one-half serve an initial one-year term. Vacancies during any term shall be filled by a majority of the remaining members of the Pool Committee.

5. Advisory Committee Representatives. The number of

representatives of the Pool Committee on the Advisory Committee shall be as provided in the rules of the pool from time to time but not exceeding ten (10). The voting power of the pool on the Advisory Committee shall be apportioned and exercised as determined from time to time by the Pool Committee.

6. Replenishment Obligation. The pool shall provide funds for replenishment of any production by persons other than members of the Overlying (Non-agricultural) Pool or Appropriator Pool, in excess of the pool's share of Safe Yield. During the first five (5) years of operations of the Physical Solution, reasonable efforts shall be made by the Pool Committee to equalize annual assessments.

7. Assessments. All assessments in this pool (whether for replenishment water cost or for pool administration or the allocated share of Watermaster administration) shall be in an amount uniformly applicable to all production in the pool during the preceding year or calendar quarter. Provided, however, that the Agricultural Pool Committee, may recommend to the Court modification of the method of assessing pool members, inter se, if the same is necessary to attain legitimate basin management objectives, including water conservation and avoidance of undesirable socio-economic consequences. Any such modification shall be initiated and ratified by one of the following methods:

(a) Excess Production. In the event total pool production exceeds 100,000 acre feet in any year, the Pool Committee shall call and hold a meeting, after notice to all pool members, to consider remedial modification of the assessment formula.

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(b) Producer Petition. At any time after the fifth full year of operation under the Physical Solution, a petition by ten percent (10%) of the voting power or membership of the Pool shall compel the holding of a noticed meeting to consider revision of said formula of assessment for replenishment water.

In either event, a majority action of the voting power in attendance at such pool members' meeting shall be binding on the Pool Committee.

8. Rules. The Pool Committee shall adopt rules for conducting meetings and affairs of the committee and for administering its program and in amplification of the provisions, but not inconsistent with, this pooling plan.

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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.

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Advisory Committee as a unit, based upon the vote of a majority of said representatives.

4. Replenishment Obligation. The pool shall provide funds for replenishment of any production in excess of the pool's share of Safe Yield in the preceding year.

5. Assessment. Each member of this pool shall pay an assessment equal to the cost of replenishment water times the number of acre feet of production by such producer during the preceding year in excess of (a) his decreed share of the Safe Yield, plus (b) any carry-over credit under Paragraph 7 hereof. In addition, the cost of the allocated share of Watermaster administration expense shall be recovered on an equal assessment against each acre foot of production in the pool during such preceding fiscal year or calendar quarter; and in the case of Pool members who take substitute ground water as set forth in Paragraph 8 hereof, such producer shall be liable for its share of administration assessment, as if the water so taken were produced, up to the limit of its decreed share of Safe Yield.

6. Assignment. Rights herein decreed are appurtenant to the land and are only assignable with the land for overlying use thereon; provided, however, 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.

7. Carry-over. Any member of the pool who produces less than its assigned water share of Safe Yield may carry such unexercised

right forward for exercise in subsequent years. The first water produced during any such subsequent year shall be deemed to be an exercise of such carry-over right. In the event the aggregate carry-over by any pool member exceeds its share of Safe Yield, such member shall, as a condition of preserving such surplus carry-over, execute a storage agreement with Watermaster.

8. Substitute Supplies. To the extent that any Pool member, at the request of Watermaster and with the consent of the Advisory Committee, takes substitute surface water in lieu of producing ground water otherwise subject to production as an allocated share of Safe Yield, said party shall nonetheless remain a member of this Pool.

9. Rules. The Pool Committee shall adopt rules for administering its program and in amplification of the provisions, but not inconsistent with, this pooling plan.

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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.

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the Pool Committee shall be designated to represent this pool on the Advisory Committee. Each major appropriator, i.e., the owner of an adjudicated appropriative right in excess of 3,000 acre feet, shall be entitled to one representative. The remaining members representing 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 remaining two representatives shall exercise equally the voting power proportional to the Pool Committee voting power of all 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 Appropriator Pool in attendance in the same proportion as their own respective voting powers.

5. Replenishment Obligation. The pool shall provide funds for purchase of replenishment water to replace any production by the pool in excess of Operating Safe Yield during the preceding year.

6. Administrative Assessment. Costs of administration of this pool and its share of general Watermaster expense shall be recovered by a uniform assessment applicable to all production during the preceding year.

7. Replenishment Assessment. The cost of replenishment water required to replace production from Chino Basin in excess of Operating Safe Yield in the preceding year shall be allocated and recovered as follows:

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(a) For production, other than for increased export, within CBMWD or WMWD:

(1) Gross Assessment. 15% of such replenishment water costs shall be recovered by a uniform assessment against all production of each appropriator producing in said area during the preceding year.

(2) Net Assessment. The remaining 85% of said costs shall be recovered by a uniform assessment on each acre foot of production from said area by each such appropriator in excess of his allocated share of Operating Safe Yield during said preceding year.

(b) For production which is exported for use outside Chino Basin in excess of maximum export in any year through 1976, such increased export production shall be assessed against the exporting appropriator in an amount sufficient to purchase replenishment water from CBMWD or WMWD in the amount of such excess.

(c) For production within SBVMWD or PVMWD:

By an assessment on all production in excess of an appropriator's share of Operating Safe Yield in an amount sufficient to purchase replenishment water through SBVMWD or MWD in the amount of such excess.

8. Socio-Economic Impact Review. The parties have conducted certain preliminary socio-economic impact studies. Further and more detailed socio-economic impact studies of the assessment formula and its possible modification shall be undertaken for the Appropriator Pool by Watermaster no later than ten (10) years from the effective date of this Physical Solution, or whenever total

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production by this pool has increased by 30% or more over the decreed appropriative rights, whichever is first.

9. Facilities Equity Assessment. Watermaster may, upon recommendation of the Pool Committee, institute proceedings for levy and collection of a Facilities Equity Assessment for the purposes and in accordance with the procedures which follow:

(a) Implementing Circumstances. There exist several sources of supplemental water available to Chino Basin, each of which has a differential cost and quantity available. The optimum management of the entire Chino Basin water resource favors the maximum use of the lowest cost supplemental water to balance the supplies of the Basin, in accordance with the Physical Solution. The varying sources of supplemental water include importations from MWD and SBVMWD, importation of surface and ground water supplies from other basins in the immediate vicinity of Chino Basin, and utilization of reclaimed water. In order to fully utilize any of such alternate sources of supply, it will be essential for particular appropriators having access to one or more of such supplies to have invested, or in the future to invest, directly or indirectly, substantial funds in facilities to obtain and deliver such water to an appropriate point of use. To the extent that the use of less expensive alternate sources of supplemental water can be maximized by the inducement of a Facilities Equity Assessment, as herein provided, it is to the long-term benefit of the entire basin that such assessment be authorized and levied by Watermaster.

(b) Study and Report. At the request of the Pool

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Committee, Watermaster shall undertake a survey study of the utilization of alternate supplemental supplies by members of the Appropriative Pool which would not otherwise be utilized and shall prepare a report setting forth the amount of such alternative supplies being currently utilized, the amount of such supplies which could be generated by activity within the pool, and the level of cost required to increase such uses and to optimize the total supplies available to the basin. Said report shall contain an analysis and recommendation for the levy of a necessary Facilities Equity Assessment to accomplish said purpose.

(c) Hearing. If the said report by Watermaster contains a recommendation for imposition of a Facilities Equity Assessment, and the Pool Committee so requests, Watermaster shall notice and hold a hearing not less than 60 days after distribution of a copy of said report to each member of the pool, together with a notice of the hearing date. At such hearing, evidence shall be taken with regard to the necessity and propriety of the levy of a Facilities Equity Assessment and full findings and decision shall be issued by Watermaster.

(d) Operation of Assessment. If Watermaster determines that it is appropriate that a Facilities Equity Assessment be levied in a particular year, the amount of additional supplemental supplies which should be generated by such assessment shall be estimated. The cost of obtaining such supplies, taking into consideration the investment in necessary facilities shall then be determined and spread equitably among the producers within the pool in a manner so that those

producers not providing such additional lower cost supplemental water, and to whom a financial benefit will result, may bear a proportionate share of said costs, not exceeding said benefit; provided that any producer furnishing such supplemental water shall not thereby have its average cost of water in such year reduced below such producer's average cost of pumping from the Basin. In so doing, Watermaster shall establish a percentage of the total production by each party which may be produced without imposition of a Facilities Equity Assessment. Any member of the pool producing more water than said percentage shall pay such Facilities Equity Assessment on any such excess production. Watermaster is authorized to transmit and pay the proceeds of such Facilities Equity Assessment to those producers who take less than their share of Basin water by reason of furnishing a higher percentage of their requirements through use of supplemental water.

10. Unallocated Safe Yield Water. To the extent that, in any five years, any portion of the share of Safe Yield allocated to the Overlying (Agricultural) Pool is not produced, such water shall be available for reallocation to members of the Appropriative Pool, as follows:

(a) Priorities. Such allocation shall be made in the following sequence:

(1) to supplement, in the particular year, water available from Operating Safe Yield to compensate for any reduction in the Safe Yield by reason of recalculation thereof after the tenth year of operation hereunder.

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(2) pursuant to conversion claims as defined in Subparagraph (b) hereof.

(3) as a supplement to Operating Safe Yield, without regard to reductions in Safe Yield.

(b) Conversion Claims. The following procedures may be utilized by any appropriator:

(1) Record of Land Use Conversion. Any appropriator who undertakes, directly or indirectly, during any year, to permanently provide water service to lands which during the immediate preceding five (5) consecutive years was devoted to irrigated agriculture may report such change in land use or water service to Watermaster. Watermaster shall thereupon verify such change in water service and shall maintain a record and account for each appropriator of the total acreage involved and the average annual water use during said five-year period.

(2) Establishment of Allocation Percentage. In any year in which unallocated Safe Yield water from the Overlying (Agricultural) Pool is available for such conversion claims, Watermaster shall establish allocable percentages for each appropriator based upon the total of such converted acreage recorded to each such appropriator's account.

(3) Allocation and Notice. Watermaster shall thereafter apply the allocated percentage to the total unallocated Safe Yield water available for special allocation to derive the amount thereof allocable to

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each appropriator; provided that in no event shall the allocation to any appropriator as a result of such conversion claim exceed 50% of the average annual amount of water actually applied to the areas converted by such appropriator prior to such conversion. Any excess water by reason of such limitation on any appropriator's right shall be added to Operating Safe Yield. Notice of such special allocation 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.

(4) Administrative Costs. Any costs of Watermaster attributable to administration of such special allocations and conversion claims shall be assessed against appropriators participating in such reporting.

11. In Lieu Procedures. There are, or may develop, certain areas within Chino Basin where good management practices dictate that recharge of the basin be accomplished, to the extent practical, by taking surface supplies of supplemental water in lieu of ground water otherwise subject to production as an allocated share of Operating Safe Yield.

(a) Method of Operation. Any appropriator producing water within such designated in lieu area who is willing to abstain for any reason from producing any portion of such producer's share of Operating Safe Yield in any year may offer such unpumped water to Watermaster. In such event, Watermaster shall purchase said water in place, in lieu of spreading replenishment water, which is otherwise required to

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make up for over production. The purchase price for in lieu water shall be the lesser of:

(1) Watermaster's current cost of replenishment water, whether or not replenishment water is currently then obtainable, plus the cost of spreading; or

(2) The cost of supplemental surface supplies to the appropriator, less

a. said appropriator's average cost of ground water production, and

b. the applicable production assessment were the water produced.

Where supplemental surface supplies consist of MWD or SBVMWD supplies, the cost of treated, filtered State water from such source shall be deemed the cost of supplemental surface supplies to the appropriator for purposes of such calculation.

In any given year in which payments may be made pursuant to a Facilities Equity Assessment, as to any given quantity of water the party will be entitled to payment under this section or pursuant to the Facilities Equity Assessment, as the party elects, but not under both.

(b) Designation of In Lieu Areas. The first in lieu area is designated as the "In Lieu Area No. 1" and consists of an area wherein nitrate levels in the ground water generally exceed 45 mg/l, and is shown on Exhibit "J" hereto. Other in lieu areas may be designated by subsequent order of Watermaster upon recommendation or approval by Advisory Committee. Said in lieu areas may be enlarged, reduced or

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eliminated by subsequent orders; provided, however, that designation of In Lieu Areas shall be for a minimum fixed term sufficient to justify necessary capital investment. In Lieu Area No. 1 may be enlarged, reduced or eliminated in the same manner, except that any reduction of its original size or elimination thereof shall require the prior order of Court.

12. Carry-over. Any appropriator who produces less than his assigned share of Operating Safe Yield may carry such unexercised right forward for exercise in subsequent years. The first water produced during any such subsequent year shall be deemed to be an exercise of such carry-over right. In the event the aggregate carry-over by any appropriator exceeds its share of Operating Safe Yield, such appropriator shall, as a condition of preserving such surplus carry-over, execute a storage agreement with Watermaster. Such appropriator shall have the option to pay the gross assessment applicable to such carry-over in the year in which it accrued.

13. Assignment, Transfer and Lease. Appropriative rights, and corresponding shares of Operating Safe Yield, may be assigned or may be leased or licensed to another appropriator for exercise in a given year. Any transfer, lease or license shall be ineffective until written notice thereof is furnished to and approved as to form by Watermaster, in compliance with applicable Watermaster rules. Watermaster shall not approve transfer, lease or license of a right for exercise in an area or under conditions where such production would be contrary to sound basin management or detrimental to the rights or operations of other producers.

14. Rules. The Pool Committee shall adopt rules for

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administering its program and in amplification of the provisions, but not inconsistent with, this pooling plan.

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EXHIBIT "I"

ENGINEERING APPENDIX

1. Basin Management Parameters. In the process of implementing the physical solution for Chino Basin, Watermaster shall consider the following parameters:

(a) Pumping Patterns. Chino Basin is a common supply for all persons and agencies utilizing its waters. It is an objective in management of the Basin's waters that no producer be deprived of access to said waters by reason of unreasonable pumping patterns, nor by regional or localized recharge of replenishment water, insofar as such result may be practically avoided.

(b) Water Quality. Maintenance and improvement of water quality is a prime consideration and function of management decisions by Watermaster.

(c) Economic Considerations. Financial feasibility, ecnomic impact and the cost and optimum utilization of the Basin's resources and the physical facilities of the parties are objectives and concerns equal in importance to water quantity and quality parameters.

2. Operating Safe Yield. Operating Safe Yield in any year shall consist of the Appropriative Pool's share of Safe Yield of the Basin, plus any controlled overdraft of the Basin which Watermaster may authorize. In adopting the Operating Safe Yield for any year, Watermaster shall be limited as follows:

(a) Accumulated Overdraft. During the operation of this Judgment and Physical Solution, the overdraft accumulated from and after the effective date of the Physical

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Solution and resulting from an excess of Operating Safe Yield over Safe Yield shall not exceed 200,000 acre feet.

(b) Quantitative Limits. In no event shall Operating Safe Yield in any year be less than the Appropriative Pool's share of Safe Yield, nor shall it exceed such share of Safe Yield by more than 10,000 acre feet. The initial Operating Safe Yield is hereby set at 54,834 acre feet per year. Operating Safe Yield shall not be changed upon less than five (5) years' notice by Watermaster.

Nothing contained in this paragraph shall be deemed to authorize, directly or indirectly, any modification of the allocation of shares in Safe Yield to the overlying pools, as set forth in Paragraph 44 of the Judgment.

3. Ground Water Storage Agreements. Any agreements authorized by Watermaster for storage of supplemental water in the available ground water storage capacity of Chino Basin shall include, but not be limited to:

(a) The quantities and term of the storage right.

(b) A statement of the priority or relation of said right, as against overlying or Safe Yield uses, and other storage rights.

(c) The procedure for establishing delivery rates, schedules and procedures which may include

[1] spreading or injection, or

[2] in lieu deliveries of supplemental water for direct use.

(d) The procedures for calculation of losses and annual accounting for water in storage by Watermaster.

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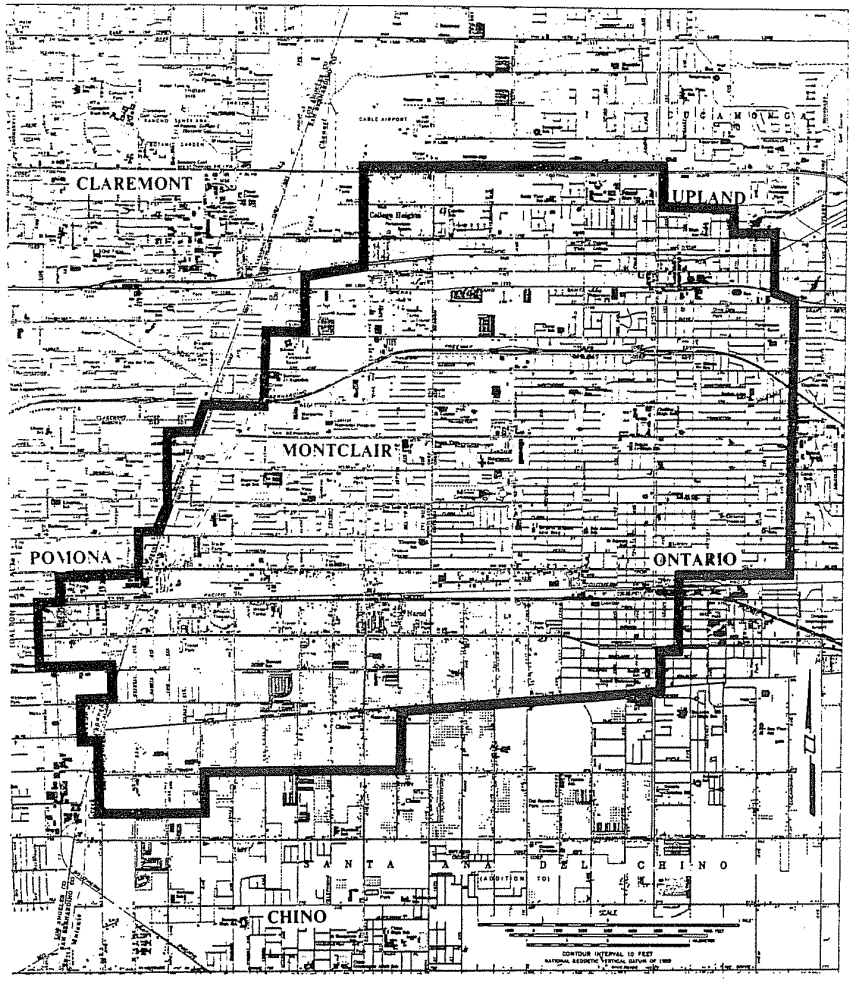
(e) The procedures for establishment and administration of withdrawal schedules, locations and methods.



CHINO BASIN

IN LIEU AREA NO. 1

LEGAL DESCRIPTION

OF CHINO BASIN

Preamble

All of the townships and ranges referred to in the following legal description are the San Bernardino Base and Meridian. Certain designated sections are implied as the System of Government Surveys may be extended where not established. Said sections are identified as follows:

Section 20, T1N, R8W is extended across Rancho Cucamonga;

Section 36, T1N, R8W is extended across the City of Upland;

Sections 2, 3, and 4, T1S, R7W are extended across Rancho Cucamonga;

Section 10, T1S, R8W is extended across the City of Claremont;

Sections 19, 20, 21, 30, 31 and 32, T1S, R8W are extended across the City of Pomona;

Sections 4, 5, and 28, T2S, R8W are extended across Rancho Santa Ana Del Chino;

Sections 15 and 16, T3S, R7W are extended across Rancho La Sierra; and

Sections 17 and 20, T3S, R7W are extended across Rancho El Rincon.

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

of Lot 419 of said Ontario Colony Lands;

2. Thence Southeasterly to a point 1300 feet North of the South line and 1300 feet East of the West line of Section 4, T1S, R7W;

3. Thence Easterly to a point on the East line of Section 4, 1800 feet North of the Southeast corner of said Section 4;

4. Thence Easterly to the Southeast corner of the Southwest quarter of the Northeast quarter of Section 3, T1S, R7W;

5. Thence Northeasterly to a point on the North line of Section 2, T1S, R7W, 1400 feet East of the West line of said Section 2;

6. Thence Northeasterly to the Southwest corner of Section 18, T1N, R6W;

7. Thence Northerly to the Northwest corner of said Section 18;

8. Thence Easterly to the Northeast corner of said Section 18;

9. Thence Northerly to the Northwest corner of the Southwest quarter of Section 8, T1N, R6W;

10. Thence Easterly to the Northeast corner of said Southwest quarter of said Section 8;

11. Thence Southerly to the Southeast corner of said Southwest quarter of said Section 8;

12. Thence Easterly to the Northeast corner of Section 17, T1N, R6W;

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;

18. Thence Southeasterly to the Northwest corner of the Northeast quarter of Section 31, T1N, R5W;

19. Thence Southeasterly to the Northeast corner of the Northwest quarter of Section 5, T1S, R5W;

20. Thence Southeasterly to the Southeast corner of Section 4, T1S, R5W;

21. Thence Southeasterly to the Southeast corner of the Southwest quarter of Section 11, T1S, R5W;

22. Thence Southwesterly to the Southwest corner of Section 14, T1S, R5W;

23. Thence Southwest to the Southwest corner of Section 22, T1S, R5W;

24. Thence Southwesterly to the Southwest corner of the Northeast quarter of Section 6, T2S, R5W;

25. Thence Southeasterly to the Northeast corner of Section 18 T2S, R5W;

26. Thence Southwesterly to the Southwest corner of the Southeast quarter of Section 13, T2S, R6W;

27. Thence Southwesterly to the Southwest corner of the Northeast quarter of Section 26, T2S, R6W;

28. Thence Westerly to the Southwest corner of the Northwest quarter of said Section 26;

29. Thence Northerly to the Northwest corner of said Section 26;

30. Thence Westerly to the Southwest corner of Section 21, T2S, R6w:

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, T 2 S, R 7 W;

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;

36. Thence Southerly to the Northeast corner of the Northwest quarter of Section 15, T3S, R7W;

37. Thence Southwesterly to the Southeast corner of the Northeast quarter of Section 16, T3S, R7W;

38. Thence Southwesterly to the Southwest corner of said Section 16;

39. Thence Southwesterly to the Southwest corner of the Northeast quarter of Section 20, T3S, R7W;

40. Thence Westerly to the Southwest corner of the Northwest quarter of said Section 20;

41. Thence Northerly to the Northwest corner of Section 17, T3S, R7W;

42. Thence Westerly to the Southwest corner of Section 7, T3S, R7W;

43. Thence Northerly to the Southwest corner of Section 6, T3S, R7W;

44. Thence Westerly to the Southwest corner of Section 1, T3S, R8W;

45. Thence Northerly to the Southeast corner of Section 35, T2S, R8W;

46. Thence Northwesterly to the Northwest corner of said Section 35;

47. Thence Northerly to the Southeast corner of Lot 33, as shown on Map of Tract 3193, recorded in Map Book 43, pages 46 and 47, Office of the County Recorder of San Bernardino County;

48. Thence Westerly to the Northwest corner of 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;

54. Thence Northeasterly to the Southwest corner of Section 20, T1S, R8W;

55. Thence Northerly to the Northwest corner of the Southwest quarter of the Southwest quarter of said Section 20;

56. Thence Northwesterly to the Northeast corner of the Southeast quarter of the Southeast quarter of the Northwest quarter of Section 19, T1S, R8W;

57. Thence Easterly to the Northwest corner of Section 21, T1S, R8W;

58. Thence Northeasterly to the Southeast corner of the Southwest quarter of the Southwest quarter of Section 10, T1S, R8W;

59. Thence Northeasterly to the Southwest corner of Section 2, T1S, R8W;

60. Thence Northeasterly to the Southeast corner of the Northwest quarter of the Northwest quarter of Section 1, T1S, R8W;

61. Thence Northerly to the Northeast corner of the Northwest quarter of the Northeast quarter of Section 36, T1N, R8W;

62. Thence Northerly to the Southeast corner of Section 24, T1N, R8W;

63. Thence Northeasterly to the Southeast corner of the Northwest quarter of the Northwest quarter of Section 20, T1N, R7W; and

64. Thence Southerly to the Point of Beginning.

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 - Section:	1.

THE DOCUMENT TO WHICH THIS CERTIFICATION IS ATTACHED IS A FULL, TRUE AND CORRECT COPY OF THE ORIGINAL ON FILE AND OF RECORD IN MY OFFICE.

ATTEST OCT 2 9 2002

Clerk of the Superior Court of the State of California, in and for the County of San Bernardino

By _____ Deputy

Terry Wittenborn

92 pages

APPENDIX H

RIALTO DECREE

SURR & HELLYER
Attorneys at Law
599 Arrowhead Avenue
San Bernardino, California
Telephone: TUrner 4-4704

Attorneys for Lytle Creek Water and Improvement Company and Citizens Land and Water Company of Bloomington

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2519

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

THE LYTLE CREEK WATER AND IMPROVEMENT COMPANY, a corporation, Plaintiff, vs. FONTANA RANCHOS WATER COMPANY, a corporation; HIGHLAND AVENUE WATER COMPANY, a corporation; CITIZENS LAND AND WATER COMPANY OF BLOOMINGTON, a corporation; CITY OF RIALTO, a municipal corporation; and CITY OF COLTON, a municipal corporation; et al., Defendants.	No. 81264 **DECREE**

WHEREAS, there has been filed in the above-entitled action a Stipulation for Judgment duly executed by and on the part of each and all of the following named parties to said action (who are collectively hereinafter referred to as "stipulating parties"), to-wit: The Lytle Creek Water and Improvement Company, a corporation (hereinafter referred to as "Lytle Creek"); Citizens Land and Water Company of Bloomington, a corporation (hereinafter referred to as "Citizens"); Fontana Union Water Company, a corporation (hereinafter referred to as "Fontana Union"); City of Colton, a municipal corporation (hereinafter referred to as "Colton"); City of Rialto, a municipal corporation (hereinafter referred to as "Rialto"); and Semi-Tropic County Water District, a county water district organized and existing under the California County Water District Law (hereinafter referred to as "Semi-Tropic"); and

WHEREAS, the Fontana Union was sued herein as John Doe

Company No. 1, a corporation, and the Complaint herein should be amended accordingly; and

WHEREAS, it appears that Semi-Tropic should be joined as a defendant in this action; and

WHEREAS, the action has been dismissed as to each of the defendants Fontana Ranchos Water Company, a corporation, and Highland Avenue Water Company, a corporation; and

WHEREAS, the Court has heard and considered evidence on the part of the various stipulating parties; and

WHEREAS, the parties have in said Stipulation for Judgment waived Findings of Fact and Conclusions of Law;

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED as follows:

1. The Complaint herein is hereby amended to set forth the true name of the defendant John Doe Company No. 1, a corporation, which is Fontana Union Water Company, a corporation.

2. Semi-Tropic County Water District is hereby joined as a defendant in this action.

3. As used herein the terms listed below shall have the respective meanings next following them, viz:

a) "Rialto Basin" or "Basin" shall mean that certain territory in the County of San Bernardino, State of California, which is more particularly described on Exhibit "1".

(b) "Year" shall mean a twelve month period commencing on October 1 and ending on the next following September 30.

(c) "Acre Foot" of water shall mean that quantity of water which will cover one acre to a depth of one foot, also being 43,560 cubic feet, and which also is equal to a flow of 25.208 miner's inches of water for 24 hours.

4. Except as provided herein no stipulating party shall have any priority to take water from the Basin, and the rights of the parties to take

water from the Basin as between themselves are set forth herein.

5. Subject to the pro rata reductions hereinafter set forth, the amount of water in acre feet to which the stipulating parties are respectively entitled to extract from the Basin in each year are as follows:

Colton	3,010 acre feet
Rialto	1,580 acre feet
Citizens	3,260 acre feet
Fontana Union	550 acre feet
Lytle Creek	3,600 acre feet
Semi-Tropic	-0- acre feet

6. The following described wells in the Basin are designated and referred to herein as index wells for the purpose of determining the elevation above sea level of the ground waters within the Basin. These wells are as follows:

(a) "Duncan Well" - presently owned by Rialto, having State Location No. 1S/5W-3A1, State Serial No. D-1084, located 109 feet South of the center line of Baseline and 233 feet West of the center line of Cactus Avenue.

(b) "Willow Street Well" - presently owned by Lytle Creek, having State Location No. 1S/5W-2K1, State Serial No. D-1085, located 202 feet East of the center line of Willow Street and 133 feet North of the center line of Victoria Avenue.

(c) "Boyd Well" - presently owned by Citizens, having State Location No. 1S/5W-12L1, State Serial No. D-1095, located 109 feet West of the center line of Eucalyptus Street and 155 feet North of the center line of Wilson Street.

For the purpose of determination of the elevation of water above sea level in the said index wells, the elevation above sea level of each of the index wells is established as follows:

(a) "Duncan Well"	1352.79
(b) "Willow Street Well"	1287.00
(c) "Boyd Well"	1177.19

If for any reason any or all of said wells shall not be available

for measurement the identity and location of a substitute index well or wells may be determined by a written stipulation executed by at least three-fourths in number of the stipulating parties (or their successor(s) in interest) and filed in this action, or in default of said stipulation, by order of this Court.

The elevation of the water level above sea level of each of the index wells shall be measured in each of the months of March, April, and May in each year. Each stipulating party shall be entitled from time to time to designate one individual to be present and observe such measurements. Measurements shall be made by the owners of the respective wells or such other person, firm or corporation which three-fourths in number of the stipulating parties shall designate to do so. Such measurements shall be made at such times as the index well measured is not being pumped and has not been pumped within the preceding twenty-four hours.

7. As used herein the term "spring-high water level" for a year at each of the index wells shall mean the highest elevation in feet above sea level of the surface of the water table which shall be measured in each respective index well at any one of the monthly measurements during either March, April, or May.

In any year in which the average of the elevation of the spring-high water level in the three index wells is above elevation 1002.3 feet above mean sea level, no stipulating party shall be limited in the amount of water which may be pumped from the Basin. However, no stipulating party shall acquire any additional right to extract water from the Basin by reason of extracting more than such party is entitled under paragraph 5 above.

In any year in which the average of the elevations of the spring-high water level in the three index wells is between 1002.3 feet above mean sea level and 969.7 feet above mean sea level, each party shall be entitled to pump from the Basin in such year only the amount of water to which such party is entitled as specified in paragraph 5 above.

In any year in which the average of the elevations of the spring-high water level in the three index wells is below 969.7 feet above mean sea level, then the amount of water which the stipulating parties shall

be entitled to pump from the Basin during such year shall be reduced one per cent (1%) for each one (1) foot that the said average is below 969.7 feet above mean sea level, and not cumulatively to be reduced more than fifty per cent (50%).

9. If any stipulating party acquires any of the wells located within the Basin which are described on Exhibit "2", which is attached hereto and hereby incorporated herein, such party shall have the additional right to extract water from the Rialto Basin annually in the amount set forth on said Exhibit "2" opposite the description of the respective wells.

10. Each stipulating party shall maintain records of all its extractions of water from the Basin so that it can be determined therefrom what extraction of water was taken from each well or combination of wells or other water sources in the Basin from which such party received water in each year. Each stipulating party shall equip each of its wells with a water metering device which shall accurately measure the entire quantity of water pumped from the well. Each stipulating party shall allow the other stipulating parties access upon reasonable notice to the wells of such party to permit of inspection and testing the metering equipment.

Upon written demand of any stipulating party, the party keeping such records shall within thirty (30) days after receipt of such demand supply to the party making such demand, or other person designated by such party in such demand, a written statement of the amount of water (in acre feet) so taken from each such well or combination of wells or other sources for each year after 1961 with respect to which no such statement has previously been supplied.

11. Every provision of this judgment in favor of all applies to any party hereto and also applies to and inures to the benefit of and shall also bind all of the heirs, legal representatives, successors and assigns of such party.

12. Nothing in this judgment contained shall prevent any stipulating party from selling or otherwise disposing of or purchasing or otherwise acquiring any rights to extract water from the Basin which may be adjudged to belong to any other stipulating party; but any such right to acquire or so dispose of shall remain subject to any limitation or restrictions herein expressed.

13. The stipulating parties will unite in opposing any new taking

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San Bernardino, California

of water from the Basin by other than a stipulating party or parties and will prorate the expenses in making such opposition, including litigation or engineering expenses, provided that:

(a) The term "new taking" shall not include any water development in the Basin hereafter made for the sole purpose of maintaining but not increasing any quantity of water now being taken from the Basin by the person who may hereafter make such development; or in the exercise by any person of an overlying right who is not a stipulating party.

(b) If any stipulating party does not join in prosecuting any future suit to prevent, enjoin or limit any such new or unlawful taking, such stipulating party not so joining shall bear proratably the expenses of such suit, including attorneys' fees and engineering fees, only if final judgment is rendered in such suit preventing enjoining or limiting such taking.

14. No stipulating party shall be entitled to recover court costs from any other stipulating party in this proceeding.

15. The court will retain jurisdiction to enter modifications of this decree upon a finding of changed circumstances.

16. In the event through litigation of the supply of water in the Basin, or by reason of adjudication in any subsequent action, the stipulating parties in the aggregate shall be unable to pump and extract from the Basin a quantity of water so great as the aggregate water is set forth herein, the stipulating parties shall prorate the aggregate quantity of water available in the Basin as long as such inability shall continue.

17. The listing herein of any number of acre feet for any party to this action other than a stipulating party shall not be deemed an admission by any stipulating party that a non-stipulating party is entitled to any water whatsoever from the Basin, nor as to the quantity which such non-stipulating party may take from the Basin, but each such figure for any non-stipulating party is listed in order that the stipulating parties may between themselves agree as to their rights to extract water on account of acquisition of the wells of non-stipulating parties.

18. As between stipulating parties only no extraction of water

from the Basin by any stipulating party in excess of the amount herein provided to be taken by such party shall be deemed adverse to any other stipulating party, and each stipulating party hereby waives as against each other stipulating party the right to plead any statute of limitation or latches with respect to water extracted by such party in excess of such amount.

19. No objection shall ever be made by any party to this judgment as to the interest or right of any such party as herein defined or as to the validity of this judgment not so defining such interest or right on the ground that such interest or right as so defined is not consistent with or warranted by the pleadings in this action relative thereto, and if in any case it shall appear that any such interest or right as so defined is in fact not consistent with or warranted by such pleadings then such pleadings shall be deemed and treated as amended to conform to and sustain such interest and right as herein defined, and said pleadings shall be deemed sufficient to support this judgment.

Each of the parties to this judgment waives all right of appeal therefrom and no appeal shall be taken by any party hereto from this judgment or any part thereof and the same shall constitute a final judgment.

DONE IN OPEN COURT this 22 day of Dec, 1961.

Judge of the Superior Court

SUSER & HELLYER
ATTORNEYS AT LAW
SAN BERNARDINO, CALIFORNIA

EXHIBIT 1.

LYTLE CREEK REGION

An area of land in the County of San Bernardino, State of California, described as follows:

Commencing at a point in the center line of Mill Street, in the City of San Bernardino, in said County, situate 300 feet east of the center line of Mt. Vernon Avenue; thence north 400 feet; thence west to the center line of Mt. Vernon Avenue; thence running north along the center line of Mt. Vernon Avenue, to the intersection thereof with the center line of Fourth Street, (said street being identical with Foothill Boulevard); thence running west along the center line of Fourth Street, to a point where the center line of Fourth Street would intersect the center line of Muscott Avenue, if said Avenue were extended south; thence running north to the point of intersection of center line of Muscott Avenue with center line of Base Line; thence running west along center line of Base Line, to the southeast corner of Section 31, Township 1 North, Range 4 West, S. B. B. & M.; thence running north to the southwesterly boundary of the right of way of Atchison, Topeka and Santa Fe Railway Company (on which right of way are located the main railroad tracks of said Railroad Company, running from said City, through Cajon Pass); thence following along said southwesterly boundary of said right of way, to the point of intersection thereof, with the State Highway at Verdemont; thence following said Highway to the point of intersection thereof, with the north line of Township 1 North, Range 5 West, San Bernardino Base and Meridian; thence running west, along the north line of Township 1 North, Range 5 West, San Bernardino Base and Meridian, to the northwest corner of said last mentioned township; thence running southeasterly to a point situate five feet east of the most easterly point of said intake of said pipe line of said Power Company, thence running southeasterly and following upon and along a line parallel with the east side of that certain cement canal, formerly known as the "Semi-Tropic Canal" (the intake of which canal is identical with said intake of said pipe line), and at all points five feet distant in a northeasterly direction from the east side of said Canal, to a point where said line would intersect the northwesterly line of Farm Lot 68, designated on said Map, if said northwesterly line of said Lot were projected southwest; thence along said northwesterly line of said Lot, to the foot of the ridge or bluff known as the "Rialto Bench," thence running southeasterly along the foot of said bluff, to a point where the foot of said bluff intersects the center line of said Mill Street; running thence east, along the center line of Mill Street, to the place of beginning.

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ATTORNEYS AT LAW
SAN BERNARDINO, CALIFORNIA

DESCRIPTION OF BOUNDARIES OF RIALTO BASIN

BEGINNING at a point on the centerline of Meridian Avenue, as shown on plat of Town of Rialto and Adjoining Subdivisions, as recorded in Map Book 4, page 11, records of the County Recorder of said County, said point being 950 feet North of the intersection of said Meridian Avenue and San Bernardino Avenue; thence Northwesterly to a point on the centerline of Rialto Avenue (Arrow Route) as shown on said subdivision plat, said point being 400 feet East of the intersection of West Rialto Avenue and Cactus Avenue; thence Northwesterly to a point on the center line of Foothill Boulevard (State Highway Route No. 9), said point being 1,050 feet East of the intersection of said Foothill Boulevard and Linden Avenue, said intersection being the Southwest corner of Section 3, T1S, R5W, SBB&M; thence Northwesterly to a point in said Linden Avenue, said point being 700 feet North of said Foothill Boulevard; thence Northwesterly to a point in the centerline of Laurel Avenue as shown on said subdivision plat, said point being 3,600 feet North of said Foothill Boulevard; thence Northwesterly to the intersection of Alder Avenue and Baseline Road, said intersection being the Southeast corner of Section 32, T1N, R5W, SBB&M; thence Northwesterly to a point at the base of the San Gabriel Mountains, said point being 1,100 feet North and 1,400 feet West of the Southeast corner of Section 15, T1N, R6W, SBB&M; thence Northeasterly along the base of the San Gabriel Mountains in a direct line to a point in the East line of Section 13, T1N, R6W, said point being 3,700 feet North of the Southeast corner of said Section 13; thence Northeasterly along the base of the San Gabriel Mountains in a direct line to a point in fractional Section 7, T1N, R5W, said point being 2,200 feet North and 3,700 feet East of the Southwest corner of said Section 7; thence Southeasterly to a point in Muscupiabe Rancho, said point being 2,500 feet North and 950 feet East of the Southwest corner of fractional Section 22, T1N, R5W, SBB&M; thence Southeasterly to a point in said Muscupiabe Rancho, said point being 700 feet North and 3,700 feet East of the Southwest corner of said fractional Section 22, thence Southeasterly to a point in said Muscupiabe Rancho, said point being 4,000 feet North and 2,500 feet East of the Southwest corner of fractional Section 26, T1N, R5W, SBB&M; thence Southeasterly to a point in fractional Section 6, T1S, R4W, SBB&M, said point being 1,500 feet North and 4,300 feet East of the Southwest corner of said fractional Section 6; thence Southeasterly to a point on the centerline of Mill Street, as shown on plat The Martin Tract, as recorded in Map Book 3, page 27, Records of the County Recorder of said County, said point being 1,050 feet West of the intersection of said Mill Street and Mt. Vernon Avenue; thence Southwesterly to the point of beginning.

Exhibit 1

2195

STATE WELL NUMBER		LOCATION	STIPULATED RIGHT ACRE FEET
Location Number	Serial Number		
1S/5W-3B1	D-1083	680 feet South of center line Base Line, 2,183 feet West of Cactus Avenue	490
1S/5W-3J1	D-1083a	1,371 feet North of Foothill Blvd. 703 feet West of Cactus Avenue	490
1S/5W-3N1	D-1083b	404 feet North of Foothill Blvd. 1,241 feet East of center line Linden Avenue	540
1S/4W-7C1	E-8a	92 feet South of center line Foothill Blvd., 1,484 feet East of center line Meridian Avenue	290
1S/4W-18B2	E-70c	705 feet South of center line Mill Street, 1,085 feet West of Rancho Avenue	370
1S/4W-18E1	E-70a	416 feet East of center line Meridian Avenue, 608 feet North of center line Randall Avenue	160
1S/4W-18K1	E-70e	47 feet South of center line Citrus Avenue, 87 feet East of West line of Northeast 1/4 of Section 18	360
1N/5W-17K1	D-1170b	3,937 feet measured Southeasterly along the center line of Riverside Avenue from its intersection with the North line of Section 17, and 352 feet Southwest of the center line of Riverside Avenue measured at right angles	90
1N/5W-17G1	D-1170d	3,625 feet measured Southeasterly along the center line of Riverside Avenue from its intersection with the North line of Section 17, and 161 feet Southwest of the center line of Riverside Avenue measured at right angles	90
1N/5W-28J1	D-1177a	63 feet West of Linden Avenue, 45 feet South of Vineyard 0.36 miles North of Highland Avenue	40
1N/5W-31A1	D-1166	66 feet South of center line of Highland Avenue 361 feet East of center line of Juniper	370

Exhibit "2"

APPENDIX I

1924 LYTLE JUDGMENT

KLO Rec'd From SBI
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OF

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OF

JUDGMENT

Rendered in the Superior Court of San Bernardino County, California, on January 28th, 1924, in Action No. 17030 and Entitled:

"City of San Bernardino vs. Fontana Water Co. et al."

Recorded in Book 829, Page 293 of Deeds, San Bernardino County Records

Judgment

In the Superior Court of the State of California in and for the County of San Bernardino

CITY OF SAN BERNARDINO,
a municipal corporation,

Plaintiff.

vs.

FONTANA WATER COMPANY, a corporation, FONTANA UNION WATER COMPANY, a corporation, FONTANA POWER COMPANY, a corporation, FONTANA FARMS COMPANY, a corporation, FONTANA COMPANY, a corporation, LYTLE CREEK WATER AND IMPROVEMENT COMPANY, a corporation, CITIZENS LAND AND WATER COMPANY OF BLOOMINGTON, a corporation, RIVERSIDE HIGHLAND WATER COMPANY, a corporation, RANCHERIA WATER COMPANY, a corporation, MUTUAL LAND AND WATER COMPANY OF RIALTO, a corporation, TERRACE WATER COMPANY, a corporation, THE GAGE CANAL COMPANY, a corporation, RIVERSIDE TRUST COMPANY, LIMITED, a corporation, RIVERSIDE

No. 17030

ORANGE COMPANY, LIMITED, a corporation, CITY OF COLTON, a municipal corporation, GATE CITY ICE AND PRE-COOLING COMPANY, a corporation, COLTON CITY WATER COMPANY, a corporation, MEEKS AND DALEY WATER COMPANY, a corporation, FONTANA LAND COMPANY, a corporation, JOHNHUB WATER COMPANY, a corporation, FONTANA DEVELOPMENT COMPANY, a corporation, NORTH COLTON WATER COMPANY, a corporation, LAWSON WELL COMPANY, a corporation, ALTA VISTA WATER COMPANY, a corporation, CLARA VISTA WATER COMPANY, a corporation, ORCHARD MUTUAL WATER COMPANY, a corporation, EAST RIVERSIDE WATER COMPANY, a corporation, JAMES BARNHILL, JOHN DOE, RICHARD ROE, SAM BLACK, JOE WHITE, SAM WHITE, CHARLES WHITE, TOM BROWN, SARAH BROWN, CHARLES BROWN, MARY BROWN, CHARLES LOW and JOHN LOW, and RIALTO DOMESTIC WATER COMPANY, a corporation,

Defendants.

WHEREAS there has been filed in this action a stipulation for judgment, duly executed by and on the part of the plaintiff above named and by and on the part of each and all of the following named defendants in this action, to-wit: Fontana Water Company, a corporation;

Fontana Union Water Company, a corporation; Fontana Power Company, a corporation, Fontana Farms Company, a corporation; Fontana Land Company, a corporation, Lytle Creek Water and Improvement Company, a corporation; Citizens Land and Water Company of Bloomington, a corporation; Riverside Highland Water Company, a corporation; Rancheria Water Company, a corporation; Mutual Land and Water Company of Rialto, a corporation; Terrace Water Company, a corporation; City of Colton, a municipal corporation; Rialto Domestic Water Company, a corporation; and James Barnhill (said Barnhill being erroneously sued herein, under the name of "W. W. Barnhill"),

NOW THEREFORE, by reason of said stipulation, and pursuant to the terms and provisions thereof,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED by the Court as follows:

I.

This action is hereby dismissed as to each and all of the defendants, other than those above named as parties to said stipulation; and each and all cross-complaints or cross-actions, filed or pending by or between any of the parties to said stipulation, above named are dismissed.

II.

As between the plaintiff and each and all of the defendants, above named, as parties to said stipulation, and as to each and all of said defendants as between themselves, excepting as set forth in Paragraph XXI hereof, it is further

ADJUDGED AND DECREED, as follows:

III.

That an inch of water, as the term is used herein, shall mean such quantity of water, in continuous flow, as will supply one-fiftieth part of a cubic foot of water per second of time.

IV.

That from time immemorial, there has flowed, and now flows, in Lytle Creek Canyon, in San Bernardino County, California, a natural stream, known as "Lytle Creek," and there exists below the mouth of said canyon, a certain pressure pipe line, belonging to said Power Company, and the cement intake diverting water into said pipe line, is situate on the west side of said stream, very near the mouth of said canyon, and at a distance of about 1662 feet north of a point in the north boundary of the Muscupiabe Rancho, between stations 48 and 49 thereof, where said boundary intersects the center line of Riverside Avenue, as delineated on the map showing subdivision of the lands of the Semi-Tropic Land and Water Company, (said location of said intake having been sometimes heretofore erroneously designated in the pleadings herein and elsewhere, as being about 2375 feet north of said point of intersection), said Map being recorded in the office of the County Recorder of said County, in Book 6 of Maps, page 12 thereof; and said Power Company, for more than five years last past, has been and now is diverting from said creek, at said intake, by means of said pipe line, the waters of said Creek, flowing at said intake not exceediig 3000 inches, and is conducting said waters to the power house of said Power Company, situated on Farm Lot 66, designated on said Map, which waters,

upon being discharged from said Power House, belong to and are distributed to sundry parties, for their use, in proportion to their rights and interests therein.

V.

That in the San Bernardino Valley in said County, there exists, and lies below, and to the southeast of the mouth of said canyon, an area of land herein designated as "Lytle Creek Region" which, for the purposes of this decree, is defined and described as follows:

Commencing at a point in the center line of Mill Street, in the City of San Bernardino, in said County, situate 300 feet east of the center line of Mt. Vernon Avenue; thence north 400 feet; thence west to the center line of Mt. Vernon Avenue; thence running north along the center line of Mt. Vernon Avenue, to the intersection thereof with the center line of Fourth Street, (said street being identical with Foothill Boulevard); thence running west along the center line of Fourth Street, to a point where the center line of Fourth Street would intersect the center line of Muscott Avenue, if said Avenue were extended south; thence running north to the point of intersection of center line of Muscott Avenue with center line of Base Line; thence running west along center line of Base Line, to the southeast corner of Section 31, Township 1 North, Range 4 West, S. B. B. & M.; thence running north to the southwesterly boundary of the right of way of Atchison, Topeka and Santa Fe Railway Company (on which right of way are located the main railroad tracks of said Railroad Company, running from said City, through Cajon Pass); thence following along said southwesterly boundary of said right of way, to the point of intersection thereof, with the State Highway

at Verdemont; thence following said Highway to the point of intersection thereof, with the north line of Township 1 North, Range 5 West, San Bernardino Base and Meridian; thence running west, along the north line of Township 1 North, Range 5 West, San Bernardino Base and Meridian, to the northwest corner of said last mentioned township; thence running southeasterly to a point situate five feet east of the most easterly point of said intake of said pipe line of said Power Company, thence running southeasterly and following upon and along a line parallel with the east side of that certain cement canal, formerly known as the "Semi-Tropic Canal" (the intake of which canal is identical with said intake of said pipe line), and at all points five feet distant in a northeasterly direction from the east side of said Canal, to a point where said line would intersect the northwesterly line of Farm Lot 68, designated on said Map, if said northwesterly line of said Lot were projected southwest; thence along said northwesterly line of said Lot, to the foot of the ridge or bluff known as the "Rialto Bench," thence running southeasterly along the foot of said bluff, to a point where the foot of said bluff intersects the center line of said Mill Street; running thence east, along the center line of Mill Street, to the place of beginning.

VI.

That whenever there shall be discharge from said Power House, surplus water in excess of the quantity at the time required to satisfy the domestic and irrigation needs of the respective parties, entitled to receive and use water discharged from said Power House, all of such surplus water, so discharged, shall be used for

replenishing the underground water sources of said Lytle Creek Region, and to that end, shall be delivered by said Power Company, to and upon the wash of said Lytle Creek, by a cement conduit, at the highest point on the westerly margin of said wash, to which such water can reasonably be conducted by gravity flow from said Power House. Such replenishment work, as to the water so delivered upon said wash, shall be performed under the supervision and direction of the Committee hereinafter mentioned.

VII.

That all water flowing at said intake of said pipe line of said Power Company, between the 15th day of December, and the 15th day of the next succeeding month of April, of each year hereafter elapsing, shall be diverted and applied in the manner and in accordance with the priorities hereinafter set forth, to-wit:

First: To supply to said pipe line 2000 inches of water, or such larger quantity as may, at the time, be required and taken for immediate use for irrigation or domestic purposes, by the parties entitled to receive and use water discharged from said Power House, not exceeding the extent of their respective rights to such water.

Second: To supply additional water to said pipe line, to the extent of an aggregate amount of 3000 inches, (inclusive of the water specified in the next preceding subdivision "First"), except and provided that all or any part of such additional water shall be allowed to flow past said intake, into the wash or channel of said creek, for replenishing the underground water of said

Region, whenever so requested in writing by the said Improvement Company, except during periods:

(a) When the quantity of water flowing in said creek at said intake, exceeds 4000 inches, in which event such excess water may be diverted through said pipe line, until the total quantity of water, diverted therethrough, amounts to 2500 inches, or

(b) When the quantity of water, flowing in said creek, at said intake exceeds 5000 inches, in which event, such excess water may be diverted through said pipe line, until the total quantity of water, diverted therethrough, amounts to 3000 inches.

Third: All water, so permitted to pass said intake, shall be used, as far as reasonably practicable, for replenishing the underground water contained in the entire area of the Lytle Creek Wash, situate below said intake, provided that at all times, so far as is reasonably practicable, the upper portion of said wash shall be so replenished with water until no more water can be sunk therein, before such replenishment is performed on the portion of said wash lying south of Highland Avenue, or lying east of the west boundary of the lands in said Region now owned by the Muscoy Water Company.

Fourth: If, at the end of five years, from date hereof, said Improvement Company or their successors in interest, decide that the water producing capacity of wells, situate south of an east and west line drawn through said Power House, and north of said Highland Avenue, would be benefited and increased by conducting at said intake, into said pipe line, a quantity of water not exceeding 3000 inches, then and in that event, all of the water flowing at said intake, shall at all times

thereafter, be turned into said pipe line, to the extent of said 3000 inches, instead of permitting a portion of such waters to flow past said intake, as aforesaid, and at said Power House, all surplus water, in excess of the quantity at the time required to meet the then requirements of the respective parties, entitled to receive and use water discharged from said Power House, shall be used in accordance with, and be subject to the provisions of Paragraph VI hereof.

VII-a

That no water shall ever be conducted by any party hereto, from that certain tract of land, situated in said San Bernardino County, described as follows:

Beginning at a point on the center line of hereinbefore mentioned Muscott Avenue, said point being situate one-half mile north of said Base Line; running thence south to the center line of said Fourth Street; running thence west, along said center line of Fourth Street, to the point of intersection thereof with the center line of the right of way, for electrical transmission line, of Southern Sierras Power Company; running thence northwesterly along said center line of said right of way, to a point where said center line of said right of way would intersect a line drawn due west from said point of beginning; thence running east to said point of beginning.

VIII.

That in order to conserve, in the most economical and effectual method, all waters which, under the provisions hereof, are from time to time to be used for replenishing the underground water sources of said Region, and also, for further replenishing the underground water

supply of said Region, to conserve, so far as may be reasonably practicable, the surplus, or flood waters, of streams or canyons tributary to said Region, a committee of five persons shall annually be appointed in the month of September of each year, which committee shall have full charge and direction of such water conservation work, and of all expenditures relating thereto, provided that, in case of disagreement or difference of opinion, the power of such committee shall be exercised by concurrence of a majority of its members. One of the members of said committee shall be so appointed by said Improvement Company; one by said Citizens Company; one by said Union Water Company, one by said Mutual Company, Rancheria Water Company, Riverside Company and said City of San Bernardino; and one by said Terrace Water Company, James Barnhill and City of Colton, and each of said members shall serve for one year, and until his successor is appointed and no member of said committee shall receive any compensation for serving thereon. Vacancies on said committee shall also be filled by appointment, to be made in like manner as aforesaid, by the party or parties which made the appointment of the member whose place so becomes vacant, and any person appointed to fill such vacancies shall fill out the unexpired term of his predecessor. Subject to the provisions hereof, said committee is hereby authorized to, from time to time, install any water conservation works, including the construction of dams, ditches, cuts, obstructions, and shafts on land in said Lytle Creek Wash, lying north of Fourth Street, (said street being identical with Foothill Boulevard) and also in and along any canyon, the waters of which are tributary to said Region, and take all other steps,

as in its uncontrolled discretion may be deemed expedient, in order to accomplish the underground conservation of such waters, provided that nothing herein shall be construed as authorizing said committee to trespass upon the property or rights of any party or to do any act that would infringe upon or impair or interfere with the right of any party to the use of any water to which such party shall be entitled. The expense of installing such system and maintaining the same, and carrying on said work of water conservation, shall be borne and paid, subject to the provisions hereof, by the Fontana Companies, Citizens Company, Riverside Company, Improvement Company, Mutual Company, Rancheria Water Company, Rialto Domestic Water Company, City of Colton, City of San Bernardino, Terrace Water Company, and James Barnhill, in the same proportions that the maximum quantity of water which each of said eleven parties (or group of parties), is allotted hereunder, the right to pump from said Region, bears to the aggregate maximum quantity of water which all of said parties are alloted hereunder the right to pump from said Region, provided that in the event of any other person or corporation joining in said conservation work, and paying a proportion of the expense thereof, the proportions of said expense to be borne by said parties, as hereinbefore set forth, shall be correspondingly and equitably reduced. Said committee, in the month of October of each year, and from time to time thereafter, as they may deem proper, shall make an estimate of the amount of money at the time required to be paid to said committee by said eleven parties hereto above named, in order to meet the expense for conservation work as aforesaid, at the

time being undertaken, or in contemplation by said committee.

Said committee shall thereupon present to each of said eleven parties, a bill for the proportionate amount so to be paid by such party, and if any party shall fail to pay such bill, within thirty days after it shall be so presented to such party, then said committee may bring, and it shall be its duty to bring, suit against such party for the amount of such bill, together with costs, including a reasonable attorneys' fee to be fixed by the court in which such suit shall be brought.

Any and all lands, owned by any of said specified parties who are to bear the expense of said conservation work as aforesaid, situate in said Lytle Creek Region, and lying north of said "Fourth Street," and not suitable for the growing of crops thereon, may be used at any and all times for spreading water thereon, and sinking and conserving water therein, by means of dams, obstructions, ditches, cuts and shafts, or by taking such other steps as may be deemed expedient by said committee, provided however, that such water conservation work shall not be done in such a manner as to injure or interfere with the use of any pumping plant, structure or other improvement, situate on any land where such work is performed.

IX.

That the maximum quantity of water which said plaintiff, City of San Bernardino, shall be, and is entitled to take from said Region, and use beyond the confines thereof, is such quantity of water, which when added to the water said plaintiff is entitled to have delivered to it, from said Lytle Creek, will amount in the

aggregate, (inclusive of said Lytle Creek Water) to 325 inches of water, and said plaintiff shall not be entitled to divert, at any time, from said Region, an amount of water in excess of said 325 inches. Of said quantity of water, 225 inches and no more may be pumped or diverted from that certain tract of land in said Region, comprising 10.09 acres, and forming a part of tract known as the "McKenzie Tract" (said tract of 10.09 acres being more particularly described in that certain deed running from William L. McKenzie, and others, to said plaintiff, and recorded in Book 109 of Deeds, at page 303 thereof, in the office of the County Recorder of said San Bernardino County), and none of said 225 inches shall ever be diverted by plaintiff from any other portion of said Region.

Said plaintiff is also the owner of the right to take, divert and use water from that portion of the San Bernardino Valley, lying east of the easterly boundary line of said Lytle Creek Region and east of a line beginning at the point of intersection of the State Highway with the south boundary line of Section 34, Township 2 North, Range 5 West, S. B. B. & M., and running thence to the northwest corner of said Section 34, and north of the center line of Mill Street, extended east to Sterling Avenue, and from streams tributary to said portion of said valley, situate in said portion of said valley, either from the surface flow of such streams, or from wells bored or to be bored in said portion of said valley, to such extent as may be reasonably necessary to supply the needs of said city and its inhabitants with water for supplying needs and purposes within said City. The right of said plaintiff to take water from the surface flow of Lytle Creek, to the extent of 100 inches, shall

not be affected or diminished by any claims of the Fontana Companies, or any of them to salvage water, by reason of any water of Lytle Creek being conducted or conveyed in or through pipe lines, or conduits of any kind.

X.

That, subject to the provisions of this paragraph, the maximum quantity of water which said Rialto Domestic Water Company shall be, and is entitled to take from said Region and use beyond the confines thereof, is such quantity of water which, when added to the water said Company is entitled to have delivered to it from said Lytle Creek, will amount in the aggregate (inclusive of said Lytle Creek Water) to 143.22 inches of water, and said Company shall not be entitled to divert, at any time from said Region, an amount of water in excess of said quantity hereinbefore in this paragraph specified. Of said quantity of water, 100 inches and no more may be pumped from said Region by said Company, provided that:

(a) None of said 100 inches of water shall be taken from any well or water development situate south of a line located parallel to, and situate three-fourths of a mile north of, Highland Avenue.

(b) The right of said Company to so pump and take said one hundred inches of water, shall be exercised only to such extent as shall be necessary to supply the City of Rialto, and the inhabitants thereof, with water for municipal and domestic uses and purposes, and for the irrigation of flowers, trees and lawns, within said City, and then only during such times as the 43.22 inches of water (now supplied by said Company to the

inhabitants of said City) is inadequate, or unsuitable for such purposes or uses.

(c) None of said 100 inches of water shall, at any time, be used outside of the now, or hereafter existing corporate limits of said City of Rialto, except to the extent that said 43.22 inches is now being used outside said City.

(d) Nothing in this Paragraph X contained shall be construed as vesting in said Company the right to take any portion of said 100 inches of water from any well or water development, without the consent of the owner of the land on which such well or water development is situated.

(e) The right to pump and take said 100 inches of water from said region shall be exercised only in the event such right shall be transferred to the City of Rialto.

(f) The water derived from said 100 inches water right, other than water supplied for fire hydrants, sewers, stores and buildings, not used for dwellings, shall not be furnished to the inhabitants of said City of Rialto, except through meters and when charged for at meter rates.

XI.

That the maximum quantity of water which said Improvement Company shall be, and is entitled to take from said Region, and use beyond the confines thereof, is, such quantity of water, which when added to the water said Company is entitled to have delivered to it from said Lytle Creek, will amount in the aggregate (inclusive of said Lytle Creek Water), to 1026.23 inches, and said Improvement Company shall not be en-

titled to divert at any time, from said Region, an amount of water in excess of said quantity in this paragraph hereinbefore specified. Of said quantity of water, only 700 inches may be pumped and diverted from said Region, by said Improvement Company, except during such periods when the quantity of water said Company is deriving from said Lytle Creek, is temporarily reduced to a quantity of less than 326.23 inches, during which periods additional water may be pumped and diverted from said Region by said Company, but only to an extent sufficient to supply such deficiency of said Lytle Creek Water, and only so long as such deficiency continues. Said pumping of said 700 inches of water by said Improvement Company shall be confined to the Ferguson Ranch, (said Ranch being the real property described in that certain deed, dated November 20th, 1908, and executed by Fontana Development Company, and recorded in the office of the County Recorder of said San Bernardino County, in Book 429 of Deeds, page 103 thereof), and said Company is not entitled to pump any water from any other part of said Region.

XII.

That the maximum quantity of water, which said Mutual Company shall be, and is entitled to take and conduct from said Region, and use beyond the confines thereof, is 125 inches of water, and said Mutual Company shall not be entitled to divert at any time, from said Region, an amount of water in excess of said 125 inches, all of which said quantity of water may be pumped by said Company from said Region, but all of said water shall be taken from wells, or water de-

velopments situate south of Highland Avenue, and north of Base Line.

XIII.

That the maximum quantity of water which said Riverside Company shall be, and is entitled to take from said Region, and use beyond the confines thereof, is 450 inches of water, and said Riverside Company shall not be entitled to divert at any time, from said Region, an amount of water in excess of said 450 inches, all of which said quantity of water may be pumped or diverted by said Company from said Region, but all of said water shall be taken from wells or water developments situate south of Highland Avenue, and north of Base Line.

XIV.

That the maximum quantity of water which said Rancheria Water Company shall be, and is entitled to take from said Region, and use beyond the confines thereof, is 120 inches of water, and said Company shall not be entitled to divert at any time from said Region, an amount of water in excess of 120 inches, all of which said quantity of water may be pumped or diverted by said Company from said Region, but all of said water shall be taken from wells or water developments, situate south of Highland Avenue, and north of said Fourth Street.

XV.

That the maximum quantity of water which said Citizens Company shall be, and is entitled to take from

said Region, and use beyond the confines thereof, is 1300 inches of water, and said Citizens Company shall not be entitled to divert, at any time, from said Region, an amount of water in excess of said 1300 inches, all of which said quantity of water may be pumped or diverted by said Company from said Region, provided that:

(a) No more than 200 inches shall ever be diverted or pumped by said Citizens Company, from that part of said Ferguson Ranch specified in that certain deed, executed by the Semi-Tropic Land and Water Company, to the Rialto Irrigation District, and recorded in the office of the County Recorder of said San Bernardino County, in Book 187 of Deeds, at page 213 thereof, and

(b) No more than 585 inches shall ever be diverted from said Region by said Citizens Company, from the northeast quarter of Section 36, Township 1 North, Range 5 West, S. B. B. & M., and

(c) No more than 150 inches shall ever be diverted or pumped by said Citizens Company, from that certain tract of land, situate in said Region, described as follows, to-wit:

Commencing at a point on the Base Line two thousand and fifty feet east of the southwest corner of Township 1 North, Range 4 West, San Bernardino Base and Meridian, and running thence due east 250 feet; thence north 14 degrees west, 344 feet; thence north 24 degrees 10 minutes West, 839.7 feet; thence north 39 degrees, 56 minutes west, 1096 feet; thence due west 674 feet; thence south 8 degrees, 20 minutes east, 500 feet; thence south 34 degrees, 15 minutes east, 1119 feet; thence south 58 degrees, 35 minutes east, 998-7/10 feet, to the place of beginning.

(d) None of the remaining quantity of said 1300 inches of water shall ever be diverted or pumped by said Citizens Company, from any lands in said Region, lying to the north of Base Line, but nothing herein contained shall be construed as obligating said Citizens Company, to divert any specific quantity of water from lands lying north of Base Line, to the end that any quantity of water may be diverted by said Company, from lands in said Region lying south of Base Line, so long as such quantity, when added to the quantity of water which said Company may be then contemporaneously taking from said Region, from lands north of Base Line, shall not exceed in the aggregate, said maximum quantity of 1300 inches of water; provided however, that in the event of said Company diverting at any time from said Region, a total quantity of water, exceeding 1100 inches, then all of such excess water shall be taken by said Company from lands in said Region lying south of a line drawn parallel to, and situate 2500 feet south of Base Line.

(e) Said Citizens Company shall never be entitled to divert any water from that certain tract of land situate in said Region, and described as follows:

Beginning at the southeast corner of the northeast quarter of the northeast quarter of Section 36, Township 1 North, Range 5 West, San Bernardino Base and Meridian; running thence west, 11.89 chains to a post, thence north 3 degrees 10 minutes west, 20 chains to a post on the north line of said Section, thence east 1 chain, thence south 32 degrees east, 8.32 chains to a post; thence south 2 degrees west, 2.06 chains to a post; thence south 54 degrees east, 4.59 chains to a post; thence south 83 degrees east, 4.40 chains to the east line

of said Section, thence south 8.48 chains to the place of beginning.

XVI.

The maximum quantity of water which James Barnhill (sued herein under the erroneus name of "W. W. Barnhill"), shall be, and is entitled to take from said Region, and use beyond the confines thereof, is seventy-five inches of water and said Barnhill shall not be entitled to divert, at any time, from said Region, an amount of water in excess of said 75 inches, all of which said quantity of water may be pumped by him from said Region, but all of said water shall be taken from wells, or water developments, situate south of the existing right of way of Atchison, Topeka and Santa Fe Railway Company (on which said right of way are located the railroad tracts extending from said City of San Bernardino, to the City of Rialto), and north of said Mill Street.

XVII.

That the maximum quantity of water, which said Terrace Water Company shall be, and is entitled to take from said Region, and use beyond the confines thereof, is 150 inches of water, and said Terrace Water Company shall not be entitled to divert, at any time, from said Region, an amount of water in excess of said 150 inches, but all of said water shall be taken from wells or water developments, situate south of said right of way of said Railway Company mentioned in the next preceding paragraph hereof, and north of said Mill Street. All of said water may be pumped.

XVIII.

That the maximum quantity of water which said City of Colton shall be, and is entitled to take from said

Region, and use beyond the confines thereof, is 600 inches of water, and said City shall not be entitled to divert, at any time, from said Region, an amount of water in excess of said 600 inches, all of which said quantity of water may be pumped by said City from said Region, but all of said water shall be taken from wells or water developments situate south of the last mentioned right of way of said Railway Company, and north of said Mill Street, and none of said water shall be used west of the highway, running approximately north and south, situate on the Rialto Bench, and known as "Rancho Avenue."

XIX.

As used herein, (1) the term "Fontana Companies," refers to Fontana Water Company, Fontana Union Water Company, Fontana Power Company, Fontana Farms Company, and Fontana Land Company; (2) the term "Citizens Company" refers to the Citizens Land and Water Company of Bloomington; (3) the term "Riverside Company" refers to the Riverside Highland Water Company; (4) the term "Improvement Company" refers to the Lytle Creek Water and Improvement Company; (5) the term "Mutual Company" refers to the Mutual Land and Water Company of Rialto; (6) the term "Power Company" refers to the Fontana Power Company, and (7) the term "Union Water Company" refers to Fontana Union Water Company.

XX.

That the maximum quantity of water which said Fontana Companies shall be, and are collectively entitled to take from the surface and sub-surface waters of said Lytle Creek, and from said Lytle Creek Canyon,

and its tributaries, and from said Lytle Creek Region, and conduct from said Region, and use beyond the confines thereof, shall amount to an aggregate quantity of 3480.78 inches, and said Fontana Companies shall never be entitled either collectively or separately to divert, beyond said confines, at any time from said water sources, or any of them, an amount of water in excess of said quantity in this paragraph hereinbefore specified. Of said 3480.78 inches of water, 1300 inches and no more may be pumped and diverted from said Region, by said Fontana Companies, provided that:

(a) No more than three hundred inches shall ever be pumped from the next hereinafter described tract of land, and said 300 inches shall be pumped from no other place; said tract being that certain tract, in said Region, described as follows:

That portion of the Southwest portion of the Muscupiabe Rancho, described as follows:

Beginning at station O of the north boundary of the Muscupiabe Rancho, which point is situate near the northeasterly bank of Lytle Creek, and near the mouth of Lytle Creek Canyon;

Thence following and along the northerly boundary of said Muscupiabe Ranch, South 67 degrees, 52 minutes East, thirty-five and fifty-three hundredths (35.53) chains to station 1 of said Muscupiabe Rancho; thence south 48 degrees, 14 minutes west, fifty-six and seventy-six hundredths (56.76) chains to the southwesterly corner of Farm Lot Ten (10) designated on the Map showing SUBDIVISION OF LANDS BELONGING TO SEMI-TROPIC LAND AND WATER COMPANY, recorded in Book 6 of Maps, at page 12, in the office of the County Recorder of said San Bernardino County;

Thence north 24 degrees, 43 minutes west, eighty-four and twenty-four hundredths (84.24) chains to a point in the north boundary of said Muscupiabe Rancho; said point being identical with the north corner of Farm Lot One (1), designated on said Map; thence, following and along the north boundary of the Muscupiabe Ranch, south fifty-one degrees, thirty minutes east, eleven and fifty-hundredths (11.50) chains to Station 49 thereof;

Thence, south 63 degrees, 00 minutes east, 40 chains to Station 0 of said Muscupiabe Rancho, the place of beginning.

Containing two hundred twelve and nineteen hundredths (212.19) acres.

(b) No more than 200 inches shall ever be pumped and diverted from said Region, from that certain tract of land in said Region, described as follows:

Commencing at a point on Line 2-3 of the northeasterly boundary of the southwest portion of the Rancho Muscupiabe, said point being north 45 degrees, 0 minutes west, one hundred thirty-seven and three-tenths chains from the southeast corner of Section 25, Township 1 North, Range 5 West, San Bernardino Base and Meridian; thence following the northeasterly boundary line of lands heretofore conveyed by the Fontana Development Company, to the Lytle Creek Water and Improvement Company, by deed recorded in Book 429 of Deeds, page 103, south 71 degrees, 13 minutes west, thirty-four and twenty-eight hundredths chains; thence still following said boundary north eighty-two degrees, fifty-nine minutes west, eighteen and seventy-three hundredths chains, for a point of beginning; thence from said point of beginning north fifty-four degrees,

fifteen minutes west, eighty-three and four hundredths chains; thence south 35 degrees, 45 minutes west, along the boundary line of the land conveyed by the Fontana Development Company to the Fontana Union Water Company, by deed recorded in Book 505 of Deeds, page 274, to the northwesterly corner of Lot 64, of Map showing subdivision of lands belonging to the Semi-Tropic Land and Water Company, as per plat recorded in Book 6 of Maps, page 12, of the records of said County, including the western portion of the Muscupiabe Grant, as per plat recorded in Book 7 of Maps, page 23, of the records of said County; thence from said northwesterly corner of said Lot 64, easterly and along the northeast line of Lots 64, 66, 68, 70, 72, 74 and 76, to the westerly point of land conveyed by the Fontana Development Company to the Lytle Creek Water and Improvement Company, by deed recorded in Book 429 of Deeds, page 103, et. seq.; thence following the north boundary of said tract south 82 degrees, 59 minutes east, twenty-six and twenty-seven hundredths chains, more or less, to point of beginning.

(c) None of the remaining 800 inches, or any portion of said 1300 inches of water, shall ever be pumped by said Fontana Companies, or any of them, from any portion of said Region lying to the south, or southeasterly of a line drawn from the southeast corner of Farm Lot 68, designated on said Map, to that certain point situate on the boundary of said Muscupiabe Rancho, designated or known as "Stake No. 3" (which said last mentioned point is situate very near to the northeast corner of Section 22, Township 1 North, Range 5 west, S. B. B. & M.); thence running due east to the southwesterly boundary of said right of way of

said Atchison, Topeka and Santa Fe Railway Company, hereinbefore mentioned, save and except that 150 inches of said 1300 inches of water may be pumped or diverted from lands in said Region lying below or to the south or southeasterly of said line.

(d) No water, pumped in said Region by any of said Fontana Companies, shall ever be conducted east of the west boundary of the lands in said Region now owned by the Muscoy Water Company, a corporation, provided however, that if any of the said Fontana Companies shall exercise the right to substitute for 150 inches of the surface waters of said Lytle Creek other water (said right being specifically provided for in that certain judgment rendered by the Superior Court of said San Bernardino County, in Action numbered 9383 in said Court, a copy of which judgment is recorded in the office of the County Recorder of said County, in Book 369 of Deeds at page 323 thereof, which said judgment is based upon that certain contract, dated October 26, 1891, wherein John L. Campbell granted to the Semi-Tropic Land and Water Company, the right to make such substitution of such water), then and in that event, such substituted water, not exceeding 150 inches, may be conducted anywhere.

(e) No water, except the 300 inches permitted to be pumped hereunder, from the tract of land described in Subdivision (a) of this Paragraph XX, shall ever be pumped and diverted by any of said Fontana Companies, from said Region, except and provided that whenever the quantity of water which said Fontana Companies are deriving from said Lytle Creek, at said intake, when added to any water that shall at the time be actually pumped from said tract (there shall be no

obligation to pump any water from said tract), shall amount in the aggregate to less than 2500 inches, then, so long as such deficiency shall continue, said Fontana Companies may take and divert from said Region from any or all of said other areas hereinbefore specified (but not more from any one of said areas than the maximum that they are entitled to take from such tract as hereinbefore stated) such quantity of water as may be necessary to make up such deficiency and maintain such aggregate supply of 2500 inches.

(f) Said quantity of 2500 inches and said maximum quantity of 3480.78 inches of water, hereinbefore referred to in this Paragraph XX, both relate exclusively to water which said Fontana Companies are entitled to take for their own use for irrigation and other beneficial purposes, beyond the confines of said Region.

XXI.

Nothing herein contained shall settle, bind or affect any question, matter or right existing between any of said Fontana Companies only, the purpose of this decree being to define and adjudicate the rights involved herein, of each and all of the respective parties hereto, other than said Fontana Companies, and also to adjudicate the collective rights of all of said Fontana Companies, constituting one group of defendants, without affecting any right which any of said Fontana Companies may have against any other of said Fontana Companies.

XXII.

That, except as provided in Paragraph XXIV hereof, no well shall ever be sunk hereafter by any party to

this action, within a distance of 200 feet of the north boundary line of said Ferguson Ranch, and it is further decreed that none of said Fontana Companies shall be entitled to hereafter pump any water in said Lytle Creek Canyon, at any time when such water is not needed for irrigation purposes.

XXIII.

Nothing contained herein shall be construed as permitting or shall permit, any water to be diverted from said Region, or from any water sources herein menitoned, at any time when the water so diverted is not reasonably needed for some useful or beneficial purpose, and it shall not be deemed a useful or beneficial purpose within the meaning of this paragraph, to use water:

(a) For irrigating, between the 15th day of November and the 15th day of March, of the next succeeding year, any grain or cereal crop, unless such crop is growing in an orchard;

(b) For saturating or causing water to sink in lands, lying outside of the said Region and canyon, for the purpose of accomplishing underground storing of water, or of adding to the water contained in such lands, nor for excercising unreasonable irrigation of crops or trees growing thereon.

XXIV.

That none of the parties to this action shall ever be entitled hereafter, to sink any well within a distance of 500 feet from any other well, owned, or operated by any other party to this action, except for substituting a new well in lieu of any now existing well, within said distance, for the sole purpose of maintaining, but not in-

creasing, the quantity of water now taken by such existing well, within such distance, provided however, that if it is desired to sink such new well within said distance, then such new well shall be always located as near as reasonably practicable to the existing old well for which it is to be substituted, as aforesaid.

XXV.

That each and all of the parties to this action, when taking any water from any water source mentioned herein, shall install, and at all times maintain respectively, at every point at which such water is so taken, such measuring box or weir or other measuring device, as will show readily and accurately the quantity of water at the time being taken at such point, which box and weir or other device, shall be installed and maintained as directed by, and to the satisfaction of said committee on water conservation, and shall at all times be open to inspection by an member of said committee, and by any party to this action.

XXVI.

Nothing herein contained shall be construed as vesting any new right in any of the parties hereto, to enter upon and take water from any water development or well situate on any property of any other party hereto, but the provisions of this paragraph shall not impair or affect any existing right of any party hereto.

XXVII.

That the rights of each and all of the said parties to pump water from said Region, as hereinbefore specified and defined are, as between said parties, equal and cor-

relative, without any priority or superiority of right, except as hereinbefore specifically stated or provided as to a particular interest or right, as between particular specified parties.

XXVIII.

That every provision of this decree in favor of, or applying to any party hereto, shall also apply to, and inure to the benefit of, and also bind each and all of the heirs, legal representatives, successors and assigns of such party.

XXIX.

That nothing herein decreed shall impair, abridge, or affect any existing right of any party hereto, which is now established by decree of court, or by other record, to have delivered, or to share in water from the surface flow of said Lytle Creek, except as may hereinbefore be otherwise specifically provided. Nothing herein decreed shall impair, abridge or affect any existing right of any party hereto to practice water conservation by sinking water in said Lytle Creek Canyon.

XXX.

That each and all of the parties hereto, and the agents and employees of each of them, are hereby perpetually restrained and enjoined from doing any act or thing in violation of the provisions of this decree.

XXXI.

None of the several maximum quantities of water which the parties hereto are respectively entitled to take from said Region, and use beyond the confines thereof, as herein specified, shall be increased or affected by the

future acquiring of additional lands in said Region by any of said parties; provided, however, anything to the contrary herein contained notwithstanding, should any party hereto hereafter purchase from any other party hereto the herein specified right to divert water of such other party, such purchasing party shall be entitled to exercise such purchased right of diverting water from said Region, in addition to the right allotted hereunder to such purchasing party.

XXXII.

No objection shall ever be made by any of said parties as to the interest or right of any party, as hereinbefore specified and defined, or as to the validity of this judgment in so specifying or defining such interest or right, on the ground that such interest or right, as so specified or defined, is not consistent with or warranted by the pleadings relative thereto; and if, in any case, it shall appear that any such interest or right, as so specified and defined, is in fact not consistent with or warranted by such pleading as actually filed, then such pleading shall be deemed and treated as amended, to conform to and sustain such interest and right as hereinbefore specified and defined.

XXXIII.

Each of said parties waives all right of appeal from this judgment, and no appeal shall be taken by any party or parties from this judgment or any part thereof.

XXXIV.

No party to this judgment shall be entitled to recover costs from any other party.

Dated: January 28th, 1924.

BENJAMIN F. WARMER,
Judge.

Endorsed:
Filed Jan. 28, 1924

HARRY L. ALLISON, Clerk
By M. L. ALDRIDGE, Deputy.

Docketed: Jan. 30, 1924, at 1:35 o'clock P. M.

Entered: Jan. 28, 1924, Book 41, Page 154.

HARRY L. ALLISON, Clerk
By R. M. SCHMIDT, Deputy Clerk

STATE OF CALIFORNIA,
COUNTY OF SAN BERNARDINO, } ss.

I, HARRY L. ALLISON, County Clerk and ex-officio Clerk of the Superior Court, do hereby certify the foregoing to be a full, true and correct copy of the original on file in my office.

Witness my hand and seal of the Superior Court, this 14th day of Feb., 1924.

HARRY L. ALLISON, County Clerk.
By R. M. SCHMIDT, Deputy.

Recorded at request of Leonard, Surr & Hellyer, Feb. 16, 1924, at 28 minutes past 9.00 A. M., in Book 829, Page 293, of Deeds, Records San Bernardino County.

FULTON G. FERAUD, County Recorder.

By IRENE MCINERNY, Deputy Recorder.
Fee $13.50.

I hereby certify that I have correctly tanscribed this instrument on the records in the office of the Recorder of San Bernardino County.

R. EASTON, Copyist.

Compared:
M. ALEXANDER,—R. EASTON.

APPENDIX J

AGREEMENT FOR REGIONALIZED RECYCLED WATER SERVICE
(APRIL 26, 2011)

AGREEMENT FOR REGIONALIZED

RECYCLED WATER SERVICE

AGREEMENT FOR REGIONALIZED RECYCLED WATER SERVICE

This Agreement for Regionalized Recycled Water Service ("Agreement") is entered into as of the 26th day of April, 2011, between Fontana Water Company, a division of San Gabriel Valley Water Company, a California corporation ("Fontana Water Company"), a public utility subject to the jurisdiction of the California Public Utilities Commission ("CPUC"), and the City of Fontana, a municipal corporation and public agency of the State of California (the "City") (Fontana Water Company and City are at times individually referred to herein as "Party" or collectively as "Parties.")

RECITALS

1. Fontana Water Company and the City recognize the urgent need to develop new sources of water supply, including recycled water, that protect and preserve existing local water supplies while meeting future water use needs within Fontana Water Company's service area in the City. The Parties acknowledge that the California Legislature has found and declared that the use of potable domestic water for nonpotable uses, including, but not limited to, cemeteries, golf courses, parks, highway landscaped areas, school athletic fields, and industrial and irrigation uses, is a waste or an unreasonable use of the water within the meaning of Section 2 of Article X of the California Constitution if recycled water is available which meets all of the conditions as determined by the State for use of recycled water. As part of an agreement with Inland Empire Utilities Agency (IEUA) the City is entitled to approximately 12,000 acre feet annually of tertiary treated recycled water (the "Recycled Water Allotment") and City agrees to IEUA's delivery of a portion of the City's Recycled Water Allotment to Fontana Water Company for direct reuse purposes.

2. Fontana Water Company has actively promoted the use of recycled water by customers in its service area who are able to put recycled water to beneficial use in the widest means practicable. San Gabriel Valley Water Company's Los Angeles County division has become the largest retail supplier of recycled water in the San Gabriel Valley. In accord with these efforts, Fontana Water Company desires to develop recycled water service within its service territory including service of recycled water to sites owned and operated by the City, and others that are able to use recycled water.

3. To further the beneficial use of the City's Recycled Water Allotment, the City prepared a study to determine the feasibility of serving recycled water. After a thorough review of the data provided in the feasibility study the City determined that the most cost effective project was the "1158 Zone Recycled Water Project." This is a two part project consisting of a regional pipeline and a local distribution system. The City and IEUA are currently in negotiations to complete the regional pipeline and when complete the regional pipeline will provide the connection points for the local distribution system. Fontana Water Company presented to the City its plans for design and construction of a recycled water local distribution system that would deliver recycled water to customers in Fontana Water Company's service area, ("Project"), including, in particular, the area referred to as the 1158 Zone. The City and Fontana Water Company have developed plans for the Project and attached as Exhibit "A," hereto, is a description, map, and cost estimate to construct the Project. Fontana Water Company is capable of providing recycled water service to customers in its service area, including recycled water service to sites owned and operated by the City, and others that are able to use recycled water.

4. Fontana Water Company and the City recognize that conservation of potable water supplies is urgently required to assure the present and future sustainability and reliability of local groundwater and other drinking water resources for the protection of public health and safety of residents, businesses and industries within the City and within Fontana Water Company's service area. Fontana Water Company and the City also acknowledge that the Project provides the most cost-effective and environmentally sound long-term solution for developing a cost-effective and reliable method of distributing recycled water within the City.

NOW, THEREFORE, the Parties agree that the foregoing Recitals are true and accurate and form a portion of the basis for the following agreement, and which Recitals are hereby incorporated into the Agreement. In consideration of the mutual covenants set forth in this Agreement, the Parties agree as follows:

Section 1: 1158 Zone Recycled Water Project.

A. Fontana Water Company shall have the right to review, provide comment on, and approve the detailed construction plans for the local distribution system that were submitted by the City to Fontana Water Company on April 29, 2010 prior to construction. Fontana Water Company will connect the Project to IEUA's Regional Plant No. 4 ("RP-4") via the regional pipeline constructed under the agreement between the City and IEUA. Fontana Water Company and City will work cooperatively with IEUA to enable Fontana Water Company to take delivery of recycled water from RP-4 into Project distribution facilities. A preliminary plan of the recycled water transmission

pipeline and infrastructure for the Project to be constructed by Fontana Water Company is attached hereto as Exhibit "A."

B. The Project will deliver recycled water to City-owned parks, school district properties, community facilities district areas and commercial and industrial customers. The Project, which is estimated to cost approximately $6,300,000, will provide capacity for the delivery of an estimated quantity of at least 1,000 acre feet of recycled water per year. Present estimates by IEUA have determined that the City's Recycled Water Allotment is approximately 12,000 acre feet of tertiary treated recycled water annually and that RP-4's current capacity is at 7 million gallons per day ("mgd"), which IEUA plans to expand to 14 mgd. Absent conditions set forth in Section 2 subsection C, of this Agreement, the City's Recycled Water Allotment should be sufficient to meet the Project's foreseeable recycled water demands.

C. The City and Fontana Water Company will cooperate in seeking funding for the Project from federal and state sources, such as the U.S. Bureau of Reclamation, the State of California Clean Water Revolving Fund, the Metropolitan Water District of Southern California, IEUA, and similar sources. Fontana Water Company will also cooperate with City efforts to obtain Project funding through state water bond measures, or private funding sources. The capital cost for the Project will not have an effect on current potable water rates and the City and Fontana Water Company agree that the Project cost will not be included in the domestic water rate base. Notwithstanding the cooperation of the City pursuant to this Section 1.C, it is intended that all funding for the Project will be the responsibility of Fontana Water Company as set forth in Section 1.D

and City shall not be obligated to advance any funding or commit any financial resources for the Project.

D. Fontana Water Company shall arrange for and provide funding for the costs to complete the Project in its entirety, including planning, design, construction and all related costs. Accordingly, Fontana Water Company will:

(1) Prepare and issue a Request for Proposals to qualified pipeline contractors and award the contract to construct the Project to the lowest cost qualified bidder. Bidding will be conducted pursuant to all applicable competitive bidding requirements.

(2) Provide funding, as needed, to pay all costs it incurs to construct the Project.

(3) Record all costs attributable to the Project in a separately identified Project Work Order.

(4) Offset all Project costs recorded in the Project Work Order with: (a) the amounts of Facilities Fees the company receives pursuant to Fontana Water Company Tariff Schedule No. FO-FF, CPUC Sheet Nos. 1875W and 1876W, and (b) any available grants or contributions received from other sources for the Project, until all of the Project costs have been offset and reimbursed.

(5) Account for the cost of providing funding of Project costs by recording an allowance for funds used during construction to the Project Work Order based on the unreimbursed balance in the Project Work Order until all of the Project costs are offset and reimbursed.

(6) Record all such Facilities Fees, as well as grants or other contributions received, as contributions in aid of construction. As a result, no part of the cost of constructing the Project will be considered "rate base" for the purpose of setting

customer water rates and no debt service costs or depreciation expenses will accrue or apply to the Project, or be incorporated in the water rates.

E. Upon completion Fontana Water Company shall own the Project. Fontana Water Company shall operate, maintain, and manage the Project in accordance with standard water utility industry practices. The City shall at all times retain ownership of its Recycled Water Allotment, subject to the contractual right of Fontana Water Company to take delivery of a portion of such Recycled Water Allotment, up to 1,732 acre-feet of recycled water per year as shown on Exhibit A.

F. All recycled water service to the School Districts ("Districts"), City, and various Community Facilities District ("CFD") locations shall be provided subject to and in accordance with Fontana Water Company's tariff schedules, rules, and conditions applicable thereto. However, in consideration of the City's long-term commitment to make available to Fontana Water Company a portion of its Recycled Water Allotment pursuant to this Agreement and to purchase and use recycled water, Fontana Water Company will provide recycled water service to the City, Districts and CFD locations at a discounted quantity rate which differs from the rates for General Metered Service set forth in Fontana Water Company's Tariff Schedule No. FO-1. Such discounted quantity rate shall be determined by substituting the quantity rate shown therein with an agreed-upon rate of $400 per acre-foot delivered and by eliminating any other surcharge or surcredit set forth in such tariff schedule. Because such rates differ from Fontana Water Company's applicable tariff schedule, such rates will become effective upon authorization by the CPUC. In the event that the CPUC does not approve the

discounted quantity rate for any reason, then either Party shall have the right to terminate this Agreement upon ninety (90) days written notice to the other Party, provided, however, that the Parties shall meet and confer in good faith during such notice period to review alternatives to termination that are mutually acceptable to the parties. Fontana Water Company will make all payments for recycled water accepted by Fontana Water Company under this Agreement directly to IEUA on the City's behalf in accordance with the regional contract section 16.A.6 (See Exhibit B). The agreed upon discounted quantity rate for delivery of recycled water set forth in Section 1.F of this Agreement will be subject to change equal to the amount of any increase after the date of this Agreement in the cost that Fontana Water Company must pay to IEUA, the City, or other applicable entity for the recycled water or for any power required to pump the recycled water, the cost to treat the recycled water, or other applicable fee or costs for such recycled water charged by any such entity. On an annual basis, Fontana Water Company shall furnish the City a copy of an IEUA report showing the quantity of recycled water delivered to Fontana Water Company and a copy of the invoices showing payment in full by Fontana Water Company to IEUA. The recycled water purchased is to be used solely for the direct use of the 1158 Zone Recycled Water Project.

The City and Company agree that the City shall have the right to construct additional conveyance facilities that may or may not be connected to portions of the Project at the City's sole cost and expense solely for groundwater recharge purposes ("City Recharge Facilities"). Before City, or any person or contractor hired or retained by City, may perform work of any kind to connect any portion of the City Recharge Facilities to the Project City shall provide Fontana Water Company with a detailed

written description of the work, materials, work schedule, qualifications of the person or contractor to be used and copies of the plans and specifications for such work. No such work shall be commenced until Fontana Water Company gives City written consent, which consent will not be unreasonably withheld; provided however Fontana Water Company may withhold such consent if, in its judgment, the work or the person or contractor does not satisfy Fontana Water Company's requirements, specifications, qualifications, or standards. Subject to the availability of capacity in the Project as determined by Fontana Water Company in its sole judgment, the City shall have the right during the term of this Agreement to take delivery of a portion of the City's Recycled Water Allotment through the Project to the City Recharge Facilities provided, however, that City shall be solely responsible to pay IEUA for all such water and reimburse Fontana Water Company for any costs it incurs to deliver such water including, but not limited to, pumping costs and other incidental costs. The City shall be solely responsible for ensuring that the quality of water delivered at the City Recharge Facilities is suitable for City's intended use.

Except for the delivery of recycled water to City at the City Recharge Facilities, this Agreement applies only to the direct use of recycled water used for the purpose and project scope as specified in Section 1.B. above and depicted in Exhibit "A."

G. Contingent upon IEUA's ability to deliver tertiary treated water to the Project in accordance with the regional agreement, Fontana Water Company will operate and maintain the Project so as to deliver recycled water as received from IEUA at tertiary treatment levels pursuant to Regional Board and Department of Public Health

criteria. The recycled water constitutes a viable alternative water supply that allows the conservation of large quantities of higher quality, local, potable water resources that Fontana Water Company will make available to its customers for domestic and other uses.

H. Consistent with the objectives of this Agreement, the City shall not establish a recycled water system competitive to the recycled water system constructed within the Project area as depicted in exhibit "A". Fontana Water Company and the City both realize the benefits of recycled water and will continue to work cooperatively towards meeting the requirements of Section 2 of Article X of the California Constitution as outlined in paragraph 1 of the recitals.

I. Fontana Water Company and the City agree to support all permitting or other applications with federal, state and local jurisdictions with respect to the Project, including but not be limited to: compliance with the California Environmental Qualities Act ("CEQA"), the Clean Water Act, the Porter-Cologne Act, and approval of this Agreement and the rates for recycled water by the CPUC. City financial support for the Project and all permitting and applications shall be limited to providing input and cooperation from City staff and all other costs and expenses related to such permitting and applications, including legal, professional or consulting fees, will be paid by Fontana Water Company.

Section 2: Fontana Water Company Responsible for Recycled Water System.

A. Fontana Water Company shall have the exclusive right and obligation to operate and maintain the Project. If maintenance of any portion of the Project requires excavation within City streets, roadways or other property owned or controlled by the City, City shall afford Fontana Water Company expedited plan review and approval for such maintenance activities.

B. Fontana Water Company will bill the City, and all other customers who receive recycled water service from the Project, on a monthly basis. Fontana Water Company will have the continuing right under this Agreement to provide service of recycled water to customers other than the City, Districts and CFD locations for direct use purposes. Fontana Water Company will provide recycled water service to customers other than the City, Districts and CFD locations pursuant to a Recycled Water Service Tariff, subject to filing with and approval by the CPUC. Fontana Water Company and the City will seek to have the Recycled Water Service Tariff approved with a quantity rate equal to approximately 75% of Fontana Water Company's prevailing General Metered Rate that would otherwise apply to the customer's use of potable water. Fontana Water Company acknowledges that the City has an interest in making certain that recycled water is provided to customers within the Project area at rates that will encourage recycled water use and that the foregoing rate has been agreed upon on that basis. In the event that a rate in excess of the foregoing rate is approved by the CPUC for any reason, other than a legal mandate required by federal or state law, without the prior written consent of City, City shall have the right to terminate this Agreement upon ninety (90) days written notice to Fontana Water Company, provided,

however, that the parties shall meet and confer in good faith during such notice period to review alternatives to termination that are mutually acceptable to the parties.

C. Fontana Water Company will deliver recycled water to the City for direct use on a priority basis and in advance of delivery to other users as long as IEUA's RP-4 has the capacity and ability to provide Fontana Water Company with sufficient quantities of recycled water, and provided IEUA so allocates such recycled water to the City and conveys such recycled water to Fontana Water Company. Fontana Water Company will supply only such recycled water at such quantities as may be available from time to time from IEUA's RP-4. Recycled water service may be interrupted, reduced, limited, or curtailed depending on the availability of recycled water from IEUA's RP-4. There may be events that would cause Fontana Water Company to declare a shortage of available recycled water, and such shortage may be of sufficient magnitude to warrant a reduction in the delivery of recycled water to the City. In such instances, Fontana Water Company may reduce its delivery of recycled water to the City under the terms of this Agreement, or cancel this Agreement without liability in the manner set forth in Paragraph D. below.

D. Within thirty (30) calendar days of delivery by one Party to the other Party of a **"Notice of Impending Shortage,"** as defined below, the Parties shall meet-and-confer for the purpose of negotiating a mutually acceptable "Supplemental Agreement" for continued delivery of recycled water, if any such water is available. If the impact of the Notice of Impending Shortage is a temporary reduction in the availability of recycled water, then the parties shall work together in good faith to create a plan for the

allocation of such reduced recycled water, with the City having first priority of direct use. If the triggering event for the Notice of Impending Shortage results in a permanent reduction (defined as a period of five (5) years or more) in the availability of recycled water and such permanent reduction would lower the actual use of the Project to less than 50% of its design capacity or 5 year annual average recycled water deliveries, which ever is greater, then either party shall have the right to terminate this Agreement upon one hundred eighty (180) days notice to the other party. In the event that there is a permanent reduction, but the availability of recycled water is 50% or more of the normal operating capacity of the Project, then this Agreement shall remain in effect, however, the Parties shall meet and confer regarding any appropriate increase in the rate for recycled water to take into account higher maintenance costs per unit of such water. If recycled water is no longer available for the Project or cannot be served through the Project as a result of a change in federal or state law or as a result of a final non-appealable order of a court with jurisdiction over the Project, then the parties shall meet and confer to discuss whether there is a viable alternative or amendment to this Agreement that would comply with such law or court order. If no alternative or amendment is mutually agreeable to the parties, then either party shall have the right to terminate this Agreement on ninety (90) days written notice to the other party.

(1) A Notice of Impending Shortage may be sent when:

(i) IEUA is unable to provide recycled water at all, or is unable to continue honoring its delivery commitment;

(ii) A federal or state agency issues an order, enacts a statue or adopts a regulation that diminishes or terminates IEUA's ability to provide recycled water to the City or diminishes or terminates Fontana Water Company's ability to provide recycled water through the Project;

(iii) An earthquake, fire or other Act of God prevents, diminishes, or eliminates IEUA's ability to produce recycled water of sufficient quantity and quality to satisfy Fontana Water Company's requirements for recycled water.

(iv) Fontana Water Company's pipeline and infrastructure used to transport Project water to the City is destroyed, or its use is lost, diminished, or curtailed.

Section 3: Schedule

A. City and Fontana Water Company agree to immediately begin diligent efforts to obtain funding for the Project with the objective being to procure funds for the Project at the earliest possible date.

B. City acknowledges that the CEQA process has already been completed for the 1158 Zone Recycled Water Project and that the City shall be responsible for CEQA compliance for the Project contemplated by this Agreement on the basis of that prior CEQA review.

C. Scheduling and timeline of the Project is based on the date of approval of this Agreement by the CPUC and includes segments that must be completed by the City and/or its consultants prior to construction. If the CPUC does not approve this Agreement for any reason, then either Party may terminate this Agreement upon ninety (90) days written notice to the other Party, provided, however, that the Parties shall meet and confer in good faith during such notice period to review alternatives to termination that are mutually acceptable to the Parties. A Gant chart has been prepared and attached as Exhibit C identifying a timeline for completion of each segment of the Project. If all three phases identified as exhibit "A" have not been completed within three years of approval by the CPUC, then either Party may terminate the Agreement upon ninety (90) days written notice to the other Party, provided, however, that the Parties shall meet and confer in good faith during such notice period to review alternatives to termination that are mutually acceptable to the Parties.

D. If Fontana Water Company is rendered wholly or partly unable to perform its obligations under this Agreement because of any occurrence beyond its control (including but not limited to its contractors, subcontractors, agents or consultants) (an event of "Force Majeure"), then Fontana Water Company's performance shall be suspended during the duration of such Force Majeure. Fontana Water Company shall

use good faith efforts to remedy its inability to perform and mitigate the effects of the Force Majeure and in no event shall an event of Force Majeure last more than ninety (90) days except in the case of a Notice of Impending Shortage which shall be governed by the terms of 2.D.

E. In the event of a material breach of this Agreement by a Party, the Party alleging the breach shall give written notice of such breach to the other Party and the other Party shall have thirty (30) days to cure such breach (or such longer period as may be reasonably necessary to cure the breach provided that the cure is commenced within the foregoing period). If the breach is not cured or is not curable, then the non-breaching Party shall have the right to either (i) enforce the terms of this Agreement pursuant to Section 3.F; or (ii) to terminate this Agreement for cause upon sixty (60) days written notice to the other Party.

F. Any contract dispute relating to the performance or enforcement of this Agreement shall be resolved in accordance with the following dispute resolution mechanism:

(1) A formal notice of dispute shall be given by the complaining Party to the other Party and a meeting of senior management personnel of each Party shall be scheduled within thirty (30) days of such notice to meet and confer and attempt to informally resolve such dispute to the mutual satisfaction of the Parties.

(2) If the Parties are unable to resolve the dispute pursuant to Section 3.E.i, then either Party shall have the right to submit the dispute to binding arbitration in the County of Los Angeles, California, pursuant to the rules of Judicial Arbitration and

Mediation Services ("JAMS"), as amended or as augmented in this Agreement (the "Rules"). Arbitration shall be initiated as provided by the Rules, although the written notice to the other Party initiating arbitration shall also include a description of the claim(s) asserted and the facts upon which the claim(s) are based. Arbitration shall be final and binding upon the Parties and shall be the exclusive remedy for all claims subject hereto, including any award of attorney's fees and costs. Either Party may bring an action in court to compel arbitration under this Agreement and to enforce an arbitration award. All disputes shall be decided by a single arbitrator. The arbitrator shall be selected by mutual agreement of the Parties within thirty (30) days of the effective date of the notice initiating the arbitration. If the Parties cannot agree on an arbitrator, then the complaining party shall notify JAMS and request selection of an arbitrator in accordance with the Rules. The arbitrator shall have only such authority to award equitable relief, damages, costs, and fees as a court would have for the particular claim(s) asserted. In no event shall the arbitrator award punitive damages of any kind. The Parties acknowledge that one of the purposes of utilizing arbitration is to avoid lengthy and expensive discovery and allow for prompt resolution of the dispute. The arbitrator shall have the power to limit or deny a request for documents or a deposition if the arbitrator determines that the request exceeds those matters which are directly relevant to the claims in controversy. The document demand and response shall conform to Code of Civil Procedure section 1282.6. The deposition notice shall conform to Code of Civil Procedure section 1283. The Parties may make a motion for protective order or motion to compel before the arbitrator with regard to the discovery, as provided in Code of Civil Procedure. Notwithstanding the election by the Parties to arbitrate their disputes, nothing contained herein shall prevent a Party from filing an action in a court

of competent jurisdiction to seek any form of equitable remedy or relief or to enforce any rights, remedies or obligations which may exist pursuant to Chapter 8.5 (commencing with Section 1501) of Part 1 of Division 1 of the Public Utilities Code.

Section 4: General Provisions

A. This Agreement is made solely for the benefit of Fontana Water Company and the City and their respective legal successors. Except for such legal successors, no other person or entity may have, develop or acquire any right by virtue of this Agreement.

B. Fontana Water Company, the City, and their respective counsel have participated fully in the drafting, review, and revision of this Agreement. A rule of construction to the effect that ambiguities are to be resolved against the drafting Party will not apply in interpreting this Agreement, including any amendments or modifications thereof.

C. California law governs this Agreement and any dispute arising from the relationship between Fontana Water Company and the City under the Agreement.

D. This Agreement is and will be binding upon and inure to the benefit of Fontana Water Company and the City and, upon dissolution, the legal successors of their assets and liabilities. Neither Fontana Water Company nor the City may assign any of its rights or delegate any of its duties under the Agreement. Any assignment or delegation made in violation of this Agreement is void and of no force or effect.

E. All notices, requests, demands, or other communications under the Agreement must be in writing, and be sent to both Fontana Water Company and the City. Notice will be sufficiently given for all purposes as follows:

- *Personal Delivery*. When personally delivered to the recipient. Notice is effective on delivery.
- *Overnight Delivery.* When delivered by an overnight delivery service such as Federal Express, charged prepaid or charged to the sender's account. Notice is effective on delivery if delivery is confirmed by the delivery service.

Addresses for purpose of giving notice are as follows:

To Fontana Water Company	Fontana Water Company Attn: General Manager 15966 Arrow Route P.O. Box 987 Fontana, California 92334
To City of Fontana	City of Fontana Attn. City Manager 8353 Sierra Avenue Fontana, California 92335

(a) A correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission by the Party to be notified will be deemed effective as of the first date that the notice was refused, unclaimed, or deemed undeliverable by the overnight delivery service.

(b) Fontana Water Company or the City may change its address by giving the other Party notice of the change in any manner permitted by this Agreement.

F. This Agreement (including the exhibits attached to this Agreement) constitutes the final, complete, and exclusive statement of the terms of the agreement between the Parties and supersedes all prior and contemporaneous understandings or agreements of the Parties. Neither Party has been induced to enter into this Agreement by, nor is either Party relying upon, any representation or warranty outside those expressly set forth in this Agreement.

G. This Agreement may be supplemented, amended, or modified only by the written mutual consent of Fontana Water Company and the City. No supplement, amendment, or modification will be binding unless it is in writing and signed by Parties. This contract shall at all times be subject to such changes or modifications by the CPUC as said Commission may, from time to time, direct in the exercise of its jurisdiction, provided, however, that in the event of any action by the CPUC that would change the material rights and obligations of the parties to this Agreement, then either Party may terminate this Agreement on ninety (90) days written notice to the other Party.

H. No waiver of a breach, failure of condition, or any right or remedy contained in or granted by the provisions of this Agreement is effective unless it is in writing and signed by the Party waiving the breach, failure, right, or remedy. No waiver of a breach, failure or condition, or right or remedy is or may be deemed a waiver of any other breach, failure, right or remedy, whether similar or not. In addition, no waiver will constitute a continuing waiver unless the writing so specifies.

I. Fontana Water Company and the City agree to proceed with reasonable diligence and use reasonable best efforts to jointly defend any lawsuit or administrative proceeding challenging the legality, validity, or enforceability of any term of this Agreement, or either Party's right to act in accordance with any of the terms of this Agreement. Notwithstanding the foregoing, if legal counsel for either Party determines, in their reasonable opinion, that there is a likelihood that a Party will not prevail in any such lawsuit or administrative proceeding, then such Party may opt to terminate this Agreement rather than proceeding with such lawsuit, provided, however, that the other Party shall have the right to defend this Agreement at its own expense, in which case such termination shall be suspended pending the outcome of the lawsuit or administrative proceeding.

J. This Agreement and any amendment thereto may be executed in two or more counterparts, and by each Party on a separate counterpart, each of which, when executed and delivered, shall be an original and all of which together shall constitute one instrument, with the same force and effect an through all signatures appeared on a

single document. Any signature page of this Agreement or of such an amendment, may be detached from any counterpart without impairing the legal effect of any signatures thereon, and may be attached to another counterpart identical in form thereto but having attached to it one or more additional signature pages. In proving this Agreement or any such amendment, it shall not be necessary to produce or account for more than one counterpart thereof signed by the party against whom enforcement is sought.

K. The Parties agree, upon the request of the other Party, to perform such further acts and to execute and deliver such other documents as are reasonably necessary to carry out the provisions of this Agreement.

L. Where the terms of this Agreement provide for an action or decision to be based upon the approval, review, or determination of a Party, in other than its sole discretion, such terms are not intended to be and shall not be construed as permitting such opinion, judgment, approval, review or determination to be arbitrary, capricious, or unreasonable.

M. In the event of arbitration or litigation between the parties in connection with this Agreement or if a party becomes involved in litigation because of wrongful acts of the other party in connection with this Agreement, the court will award reasonable attorney fees to the prevailing or innocent party.

N. Except for the delivery of recycled water to City at the City Recharge Facilities, this Agreement pertains only to recycled water that is used for direct use

purposes and does not allow Fontana Water Company access to City owned recycled water for the purposes of recharging the Chino Basin.

O. If the City and IEUA cannot reach an agreement to construct the regional pipeline within the foregoing time periods, such time periods will be extended for the time period necessary to finalize such agreement. If such agreement is not executed within five years of the date of this Agreement, then this Agreement will be null and void.

P. This Agreement shall become effective as of the last date on which Fontana Water Company and City execute the Agreement and shall then continue in effect until terminated as provided herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the dates set forth below.

CITY OF FONTANA

By: _____

Date: 4/27/11

Title: City Manager

SAN GABRIEL VALLEY WATER CO.

By: _____

Date: 6/1/11

Title: President

ATTEST:

By: _____

Title: City Clerk

Date: _____

APPROVED AS TO FORM
City Attorney

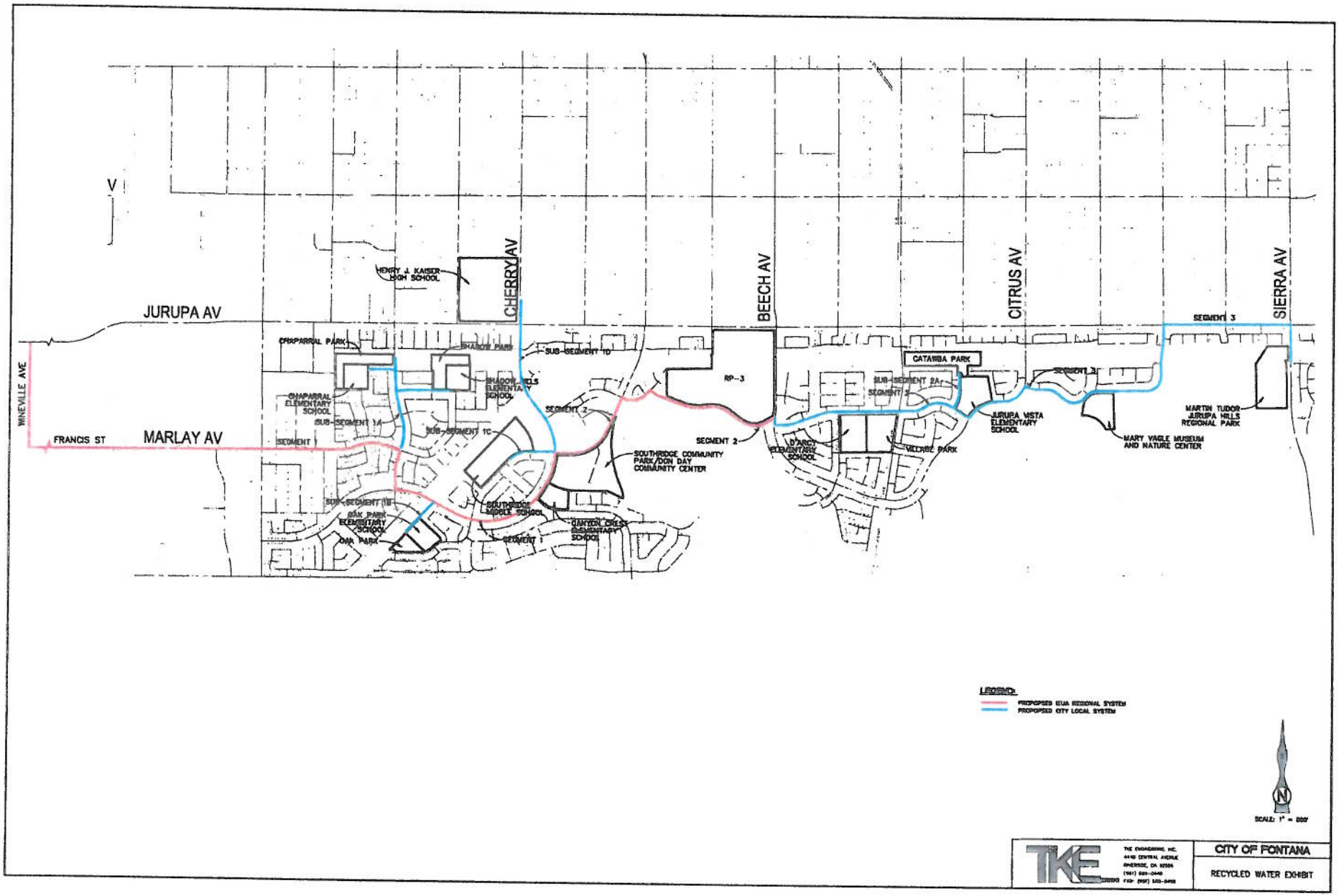
By: _____

Date: May 24, 2011

APPROVED AS TO FORM
San Gabriel Valley Water Legal Counsel

By: _____

Date: 6-1-11


JURUPA AV
MARLAY AV
FRANCIS ST
WINEVILLE AVE
CHERRY AV
BEECH AV
CITRUS AV
SIERRA AV
HENRY J. KAISER HIGH SCHOOL
CHAPARRAL PARK
SHADOW PARK
CHAPARRAL ELEMENTARY SCHOOL
SHADOW HILLS ELEMENTARY SCHOOL
SUB-SEGMENT 1A
SUB-SEGMENT 1B
SUB-SEGMENT 1C
SUB-SEGMENT 1D
SEGMENT 1
SEGMENT 2
SEGMENT 3
OAK PARK ELEMENTARY SCHOOL
OAK PARK
SOUTHRIDGE MIDDLE SCHOOL
CANYON CREST ELEMENTARY SCHOOL
SOUTHRIDGE COMMUNITY PARK/DON DAY COMMUNITY CENTER
RP-3
CATAWBA PARK
SUB-SEGMENT 2A
D'ARCY ELEMENTARY SCHOOL
VILLAGE PARK
JURUPA VISTA ELEMENTARY SCHOOL
MARY VAGLE MUSEUM AND NATURE CENTER
MARTIN TUDOR-JURUPA HILLS REGIONAL PARK
LEGEND:
PROPOSED EVMWD REGIONAL SYSTEM
PROPOSED CITY LOCAL SYSTEM
N
SCALE: 1" = 800'
TKE
THE ENGINEERING, INC.
CITY OF FONTANA
RECYCLED WATER EXHIBIT

June 18, 2010

RECYCLED WATER PROJECT

1. Project Description

Fontana Water Company will design and construct the recycled water distribution system for the Priority A 1158 Zone as shown in the City of Fontana's Recycled Water System Feasibility Study. Fontana Water Company will provide over 1,700 acre- feet of recycled water per year to schools, parks, commercial customers, and Community Facilities Districts' landscape irrigation locations in the southern portion of the City of Fontana as described on the accompanying map.

Recycled water will be supplied by the Inland Empire Utilities Agency's RP-4 regional wastewater treatment plant. RP-4 has a current capacity of 7 mgd and is being expanded to 14 mgd which should be sufficient to supply the foreseeable recycled water demands in the 1158 Zone.

2. Project Construction Phasing Schedule

- Phase I, Groups A, B, C, D
- Phase II, Groups E, F, G
- Phase III, Groups H, I

3. Project Water Deliveries

Phase I	Acre-Feet
Group A	114
Group B	128
Group C	298
Group D	42
Subtotal	582

Phase II	Acre-Feet	
• Group E	285	
• Group F	155	
• Group G	130	
	Subtotal	570

Phase III	Acre-Feet	
• Group H	484	
• Group I	14	
	Subtotal	498
• Other		82
Project Total		1,732 Acre-Feet

4. Project Costs

• Phase I, Groups A, B, C, D	$1.9 million
• Phase II, Groups E, F, G	$2.0 million
• Phase III, Groups H, I	$2.4 million
Estimated Project Capital Cost	$6.3 million

5. Project Financing

- State Water Bond Funding Grants
- Federal (Bureau of Reclamation) Funding
- IEUA Funding
- Metropolitan Water District of Southern California Funding
- Facilities Fees Financing

- Alternate Business Plan

In the near term foreseeable future, none of the foregoing options will fully provide the funding required for the timely design, construction and operation of the Project.

For that reason, the following business plan is presented to allow Fontana Water Company and the City of Fontana to proceed with the Project now:

a. The company designs and prepares all plans and specifications for the Project, with the City's input and other necessary involvement.

b. The company prepares and issues a Request for Proposals to qualified pipeline contractors and awards the contract to construct the Project to the lowest cost qualified bidder. Bidding will be conducted pursuant to all applicable competitive bidding requirements.

c. The company provides funding, as needed, to pay all costs of designing and constructing the Project.

d. The company will record all costs attributable to the Project in a separately identified Project Work Order.

e. The company will offset all Project costs recorded in the Project Work Order with the amounts of Facilities Fees the company receives pursuant to Fontana Water Company Tariff Schedule No. FO-FF, CPUC Sheet Nos. 1875W and 1876W. The company will continue to apply the Facilities Fees (as well as any other available grants or contributions from other sources) to the Project Work Order until all of the Project costs have been offset and reimbursed to the company.

f. The company will account for its cost of providing funding of Project costs by recording an allowance for funds used during construction to the Project Work Order based on the unreimbursed balance in the Project Work Order until the company has recovered all of the Project costs.

g. All such Facilities Fees (as well as grants or other contributions, if any) will be recorded as contributions in aid of construction. As a result, no part of the Project costs will be considered "rate base" for the purpose of setting customer water rates and no debt service costs or depreciation expenses will accrue or apply to the Project, or be incorporated in the water rates.

6. <u>Contract Rates</u>

- City parks, CFDs, and other facilities will be billed pursuant to a negotiated special contract rate to be approved by the CPUC.

- The Contract rate would be based on the cost of the recycled water, IEUA treatment fees, meter charges, and other relevant components.

7. <u>Other Customer Rates</u>

- The company will file a recycled water service tariff with the Public Utilities Commission.

- The recycled water rate will be 75% of the current general metered commodity rate. For example:

Current general metered rate per 100 cu. ft.	$2.1536
Discount factor	x .75
Recycled water quantity rate	$1.6152

8. Cooperation

- The company will propose and the City will support the foregoing recycled water project and tariff in proceedings at the Public Utilities Commission.

- The City and company will undertake a joint effort to seek and obtain state and federal grant funds for the project.

Chino Basin
Regional Sewage Service Contract

With Exhibits

(As Amended October 19, 1994)

Also included:

Regional Pretreatment Agreement
Regional Wastewater Ordinance
(CBMWD Ord. No. 57)
Wastewater Quality Limitations Applicable to Contracting Agencies

CHINO BASIN REGIONAL

SEWAGE SERVICE CONTRACT

(AS AMENDED APRIL 12, 1984,

AS AMENDED OCTOBER 19, 1994)

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5. Delivery Facilities and Costs of Delivery of Treated Effluent

Delivery facilities shall consist of any facilities for the delivery of treated effluent from the point of discharge of any Regional Treatment Plant to the point of use of the effluent. This contract and the service charge provided herein shall not apply to any such delivery facilities or to the financing thereof. CBMWD or any Contracting Agency may, at its own expense, acquire, construct, or make a contribution toward the financing of capital costs and maintenance and operation of any delivery facilities. CBMWD, or any Contracting Agency or Agencies or any combination thereof, may provide for delivery facilities by contract entered into between or among themselves or with any other person or public or private entity.

6. Price for Purchase of Treated Effluent

Any Contracting Agency exercising the right of first purchase of treated effluent shall be entitled to take delivery thereof at no cost, except for the costs of delivery, if any, of CBMWD.

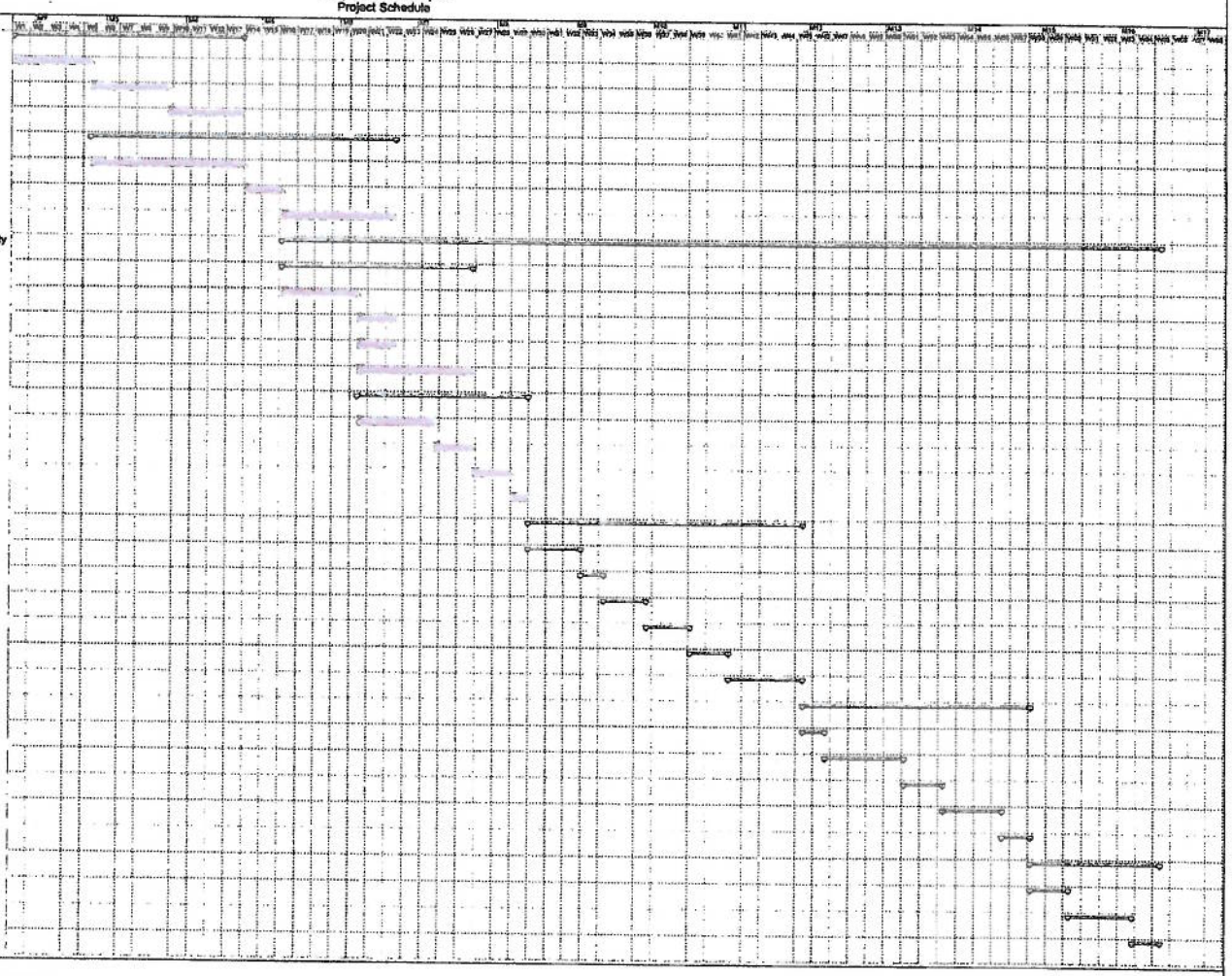
7. Use of Purchased Treated Effluent

Any Contracting Agency exercising its right of first purchase of treated effluent may make any lawful use thereof, including beneficial use, sale, or other disposal and shall be entitled to retain all revenues received by it as a result thereof.

San Gabriel Valley Water Company
Fontana Water Company Division
Pressure Zone 1158
Recycled Water Project
Project Schedule

Draft Date: 1/24/11
Print Date: Tue 4/12/11

ID	Task Name	Duration	Responsibility
1	Design	98 days	City of Fontana
2	Complete 50% Design	30 days	City of Fontana
3	Review and Comment	30 days	City of Fontana
4	Complete 100% Design	30 days	City of Fontana
5	Environmental Permitting	120 days	City of Fontana
6	CEQA Initial Study	60 days	City of Fontana
7	CEQA Determination	15 days	City of Fontana
8	CEQA Approval	45 days	City of Fontana
9	Construction	345 days	Fontana Water / City
10	Construction Permitting	75 days	City of Fontana
11	Traffic Control Plan	30 days	Fontana Water
12	Traffic Control Permit	15 days	Contractor
13	Encroachment Permit	15 days	Contractor
14	NPDES Permit	45 days	Contractor
15	Construction Bidding	67 days	Fontana Water
16	Prepare Contract Documents	30 days	Fontana Water
17	Send Request for Proposal	15 days	Fontana Water
18	Open and Evaluate Bids	15 days	Fontana Water
19	Award Contract and Issue Notice to Proceed	7 days	Fontana Water
20	Phase I Recycled Water Pipeline Construction	199 days	Fontana Water
21	Banana Avenue Pipeline Construction	21 days	Contractor
22	Chaparral Avenue Pipeline Construction	9 days	Contractor
23	Shadow Drive Pipeline Construction	17 days	Contractor
24	Declez Channel Pipeline Construction	17 days	Contractor
25	Live Oak Avenue Pipeline Construction	16 days	Contractor
26	Cherry Avenue Pipeline Construction	29 days	Contractor
27	Phase II Recycled Water Pipeline Construction	69 days	Fontana Water
28	Beech Avenue Pipeline Construction	9 days	Contractor
29	Village Drive Pipeline Construction	31 days	Contractor
30	Citrus Avenue Pipeline Construction	15 days	Contractor
31	Cypress Avenue Pipeline Construction	23 days	Contractor
32	Catawba Place Pipeline Construction	11 days	Contractor
33	Phase III Recycled Water Pipeline Construction	51 days	Fontana Water
34	Cypress Avenue Pipeline Construction	15 days	Contractor
35	Jurupa Avenue Pipeline Construction	26 days	Contractor
36	Sierra Avenue Pipeline Construction	11 days	Contractor



Project: Recycled Water Project
Date: Tue 4/12/11
Task
Progress
Summary

APPENDIX K

IEUA “RECYCLED WATER CAPITAL PROJECTS BUSINESS PLAN” MAP

Recycled Water Capital Projects Business Plan

December 2010

Legend

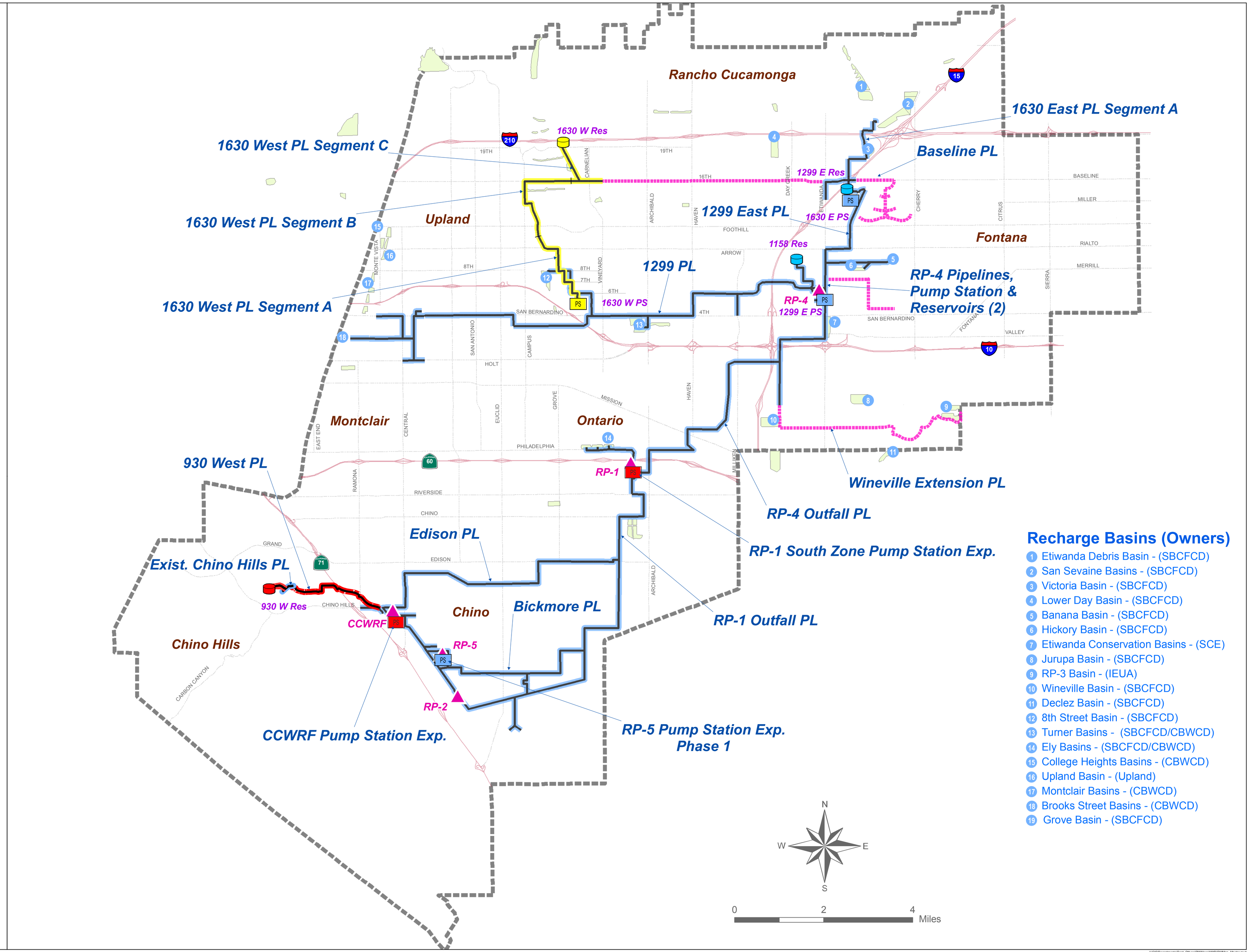
- Treatment Plant

Pump Station and Reservoirs

- Bid
- Design
- Operating
- Construction
- Bid
- Design
- Construction
- Operating

Project Status Legend Key

- Planning
- Bid
- Construction
- Operating
- Design



Recharge Basins (Owners)

1. Etiwanda Debris Basin - (SBCFCD)
2. San Sevaine Basins - (SBCFCD)
3. Victoria Basin - (SBCFCD)
4. Lower Day Basin - (SBCFCD)
5. Banana Basin - (SBCFCD)
6. Hickory Basin - (SBCFCD)
7. Etiwanda Conservation Basins - (SCE)
8. Jurupa Basin - (SBCFCD)
9. RP-3 Basin - (IEUA)
10. Wineville Basin - (SBCFCD)
11. Declez Basin - (SBCFCD)
12. 8th Street Basin - (SBCFCD)
13. Turner Basins - (SBCFCD/CBWCD)
14. Ely Basins - (SBCFCD/CBWCD)
15. College Heights Basins - (CBWCD)
16. Upland Basin - (Upland)
17. Montclair Basins - (CBWCD)
18. Brooks Street Basins - (CBWCD)
19. Grove Basin - (SBCFCD)

Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT

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APPENDIX L

SECTIONS FROM IEUA'S "TEN-YEAR CAPITAL IMPROVEMENT PLAN FISCAL YEAR 2010/11 VOLUME II", JUNE 2010

TABLE 2-2 REGIONAL SYSTEM FLOW AND CAPACITY UTILIZATION SUMMARY (MGD)								
	FY2009/10 Projected				FY2019/2020 Forecast			
Water Recycling Facility	**Raw Service Area Flow**	**Plant Influent Flow**	**Plant Rated Capacity**	**Percent Capacity Utilization**	**Raw Service Area Flow**	**Plant Influent Flow**	**Plant Rated Capacity**	**Percent Capacity Utilization**
RP-1	31.8	31.3	44.0	71%	32.8	32.3	44.0	73%
RP-4	7.3	11.0	14.0	79%	8.2	11.8	14.0	84%
CCWRF	11.5	8.7	11.4	76%	11.7	9.0	11.4	79%
RP-5	7.2	9.0	16.3*	55%	8.5	10.3	16.3	63%
IEUA Total	57.8	60.0	85.7	70%	61.2	63.4	85.7	74%

*Note: RP-5's current discharge permit establishes the plant's rated capacity, including recycle flows, at 16.3 MGD.

Table 2-2 Assumptions Looking Forward:

- Assumes 200 gpd/EDU and uses the Agency's budgetary estimate of projected EDU growth
- Former Ontario Lift Station flow (2.5 MGD) is considered part of RP-5 raw service area flow
- San Bernardino Lift Station routing 4 – 5 MGD (tributary to RP-1) to RP-4
- All flows going through the Montclair Interceptor are routed to RP-1
- 2.2 MGD of solids handling side-stream flow is recycled from RP-2 to be treated at RP-5

As shown in Table 2-2, the forecasted total system flow for FY 2019/20 is 63.4 MGD, including the recycle stream from RP-2 to RP-5. The overall treatment plant capacity utilization is expected to increase to 74% at the end of ten years. Agency-wide capacity utilization will be balanced and optimized between facilities to achieve the lowest operational cost while satisfying recycled water demands and water quality requirements. This will be accomplished using the bypass and diversion capabilities discussed in Chapter 1. As reflected in Table 2-2, it is likely that capacity utilization at RP-4 and CCWRF will be selectively higher than at the other water recycling facilities, with the operational goal being to supply recycled water to the users with the least amount of pumping energy.

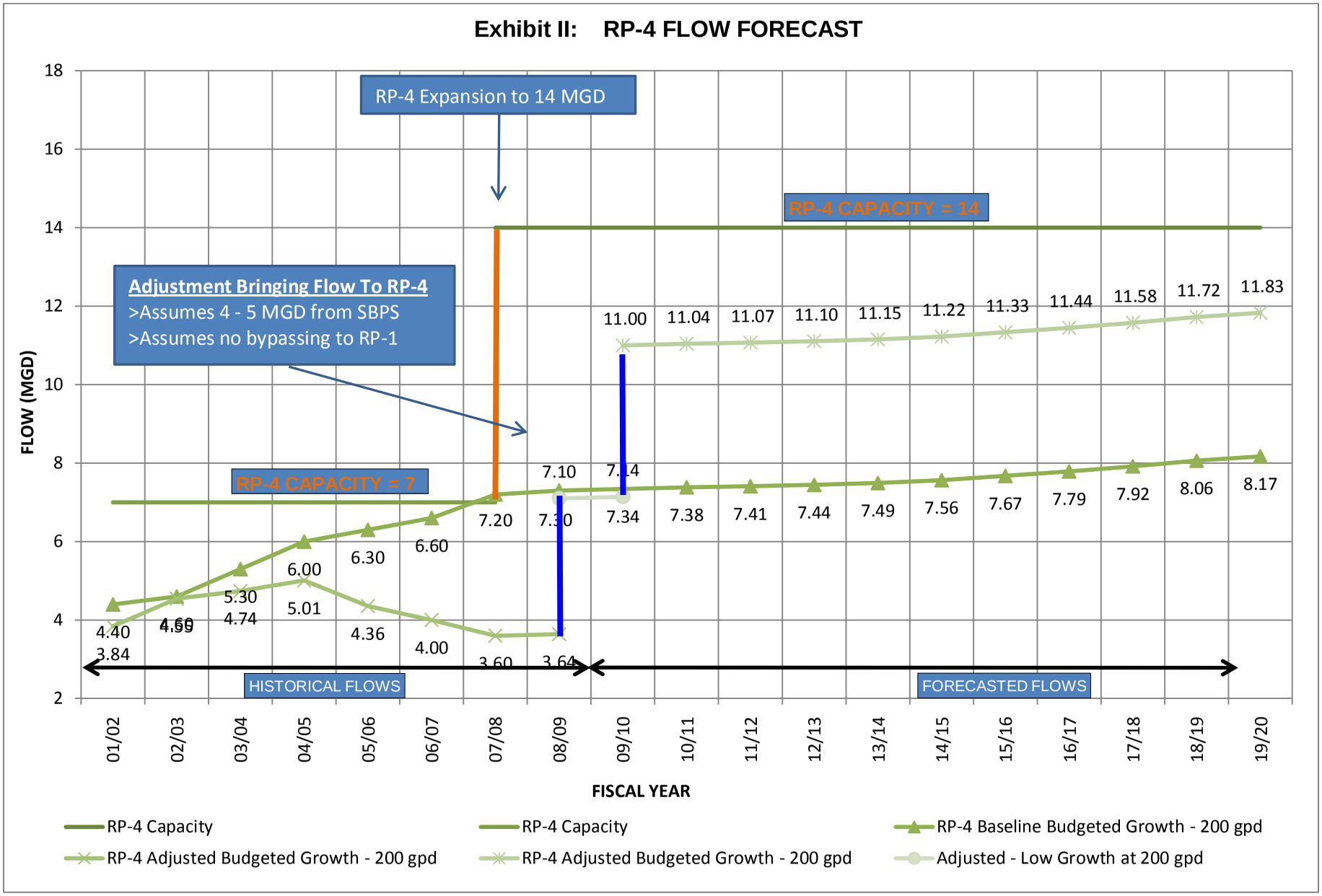
Exhibit II: RP-4 FLOW FORECAST
RP-4 Expansion to 14 MGD
RP-4 CAPACITY = 14
Adjustment Bringing Flow To RP-4
>Assumes 4 - 5 MGD from SBPS
>Assumes no bypassing to RP-1
RP-4 CAPACITY = 7
HISTORICAL FLOWS
FORECASTED FLOWS
FLOW (MGD)
FISCAL YEAR
RP-4 Capacity
RP-4 Capacity
RP-4 Baseline Budgeted Growth - 200 gpd
RP-4 Adjusted Budgeted Growth - 200 gpd
RP-4 Adjusted Budgeted Growth - 200 gpd
Adjusted - Low Growth at 200 gpd

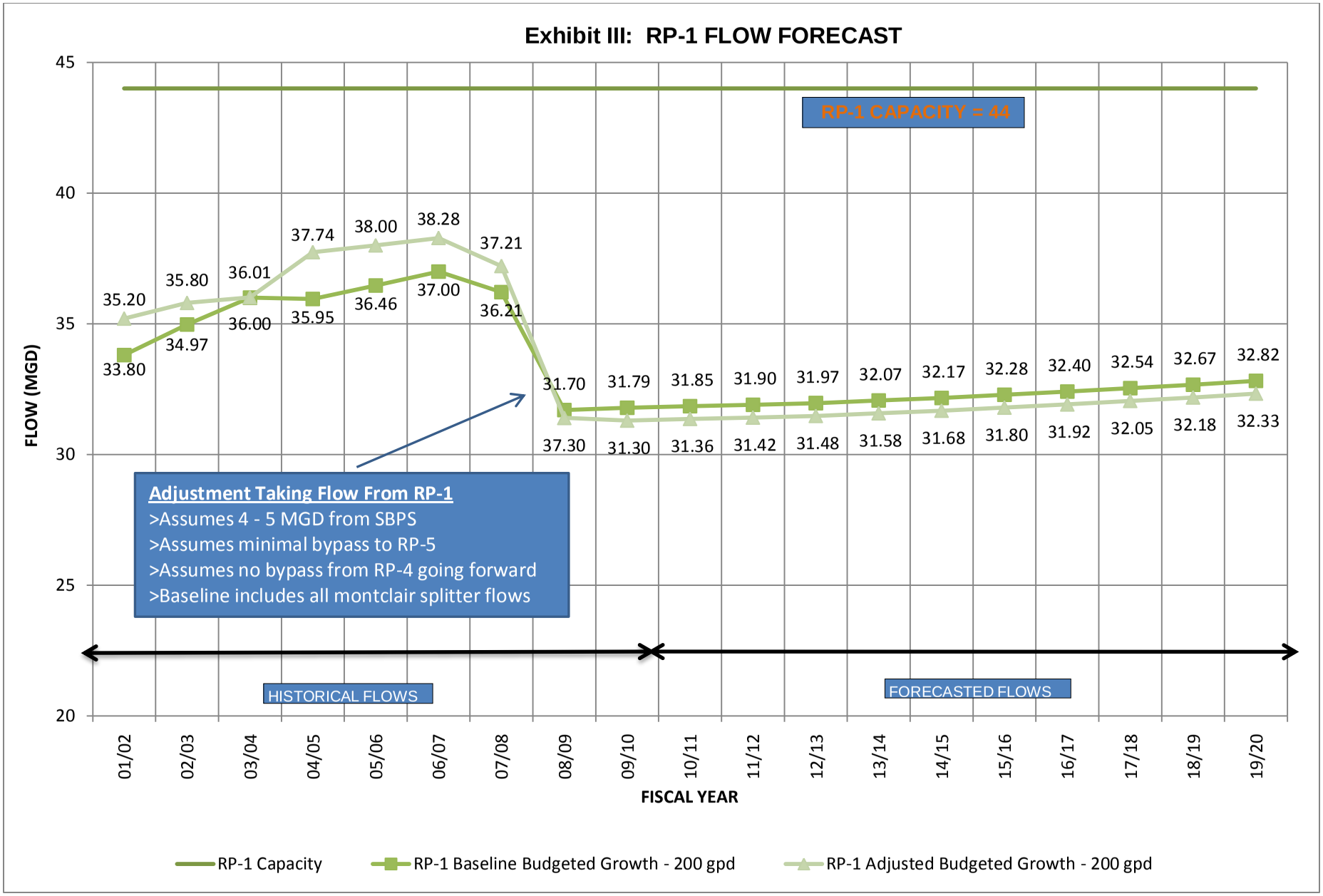
Exhibit III: RP-1 FLOW FORECAST
RP-1 CAPACITY = 44
FLOW (MGD)
45
40
35
30
25
20
35.20
35.80
36.01
37.74
38.00
38.28
37.21
33.80
34.97
36.00
35.95
36.46
37.00
36.21
31.70
31.79
31.85
31.90
31.97
32.07
32.17
32.28
32.40
32.54
32.67
32.82
37.30
31.30
31.36
31.42
31.48
31.58
31.68
31.80
31.92
32.05
32.18
32.33
Adjustment Taking Flow From RP-1
>Assumes 4 - 5 MGD from SBPS
>Assumes minimal bypass to RP-5
>Assumes no bypass from RP-4 going forward
>Baseline includes all montclair splitter flows
HISTORICAL FLOWS
FORECASTED FLOWS
01/02
02/03
03/04
04/05
05/06
06/07
07/08
08/09
09/10
10/11
11/12
12/13
13/14
14/15
15/16
16/17
17/18
18/19
19/20
FISCAL YEAR
RP-1 Capacity
RP-1 Baseline Budgeted Growth - 200 gpd
RP-1 Adjusted Budgeted Growth - 200 gpd

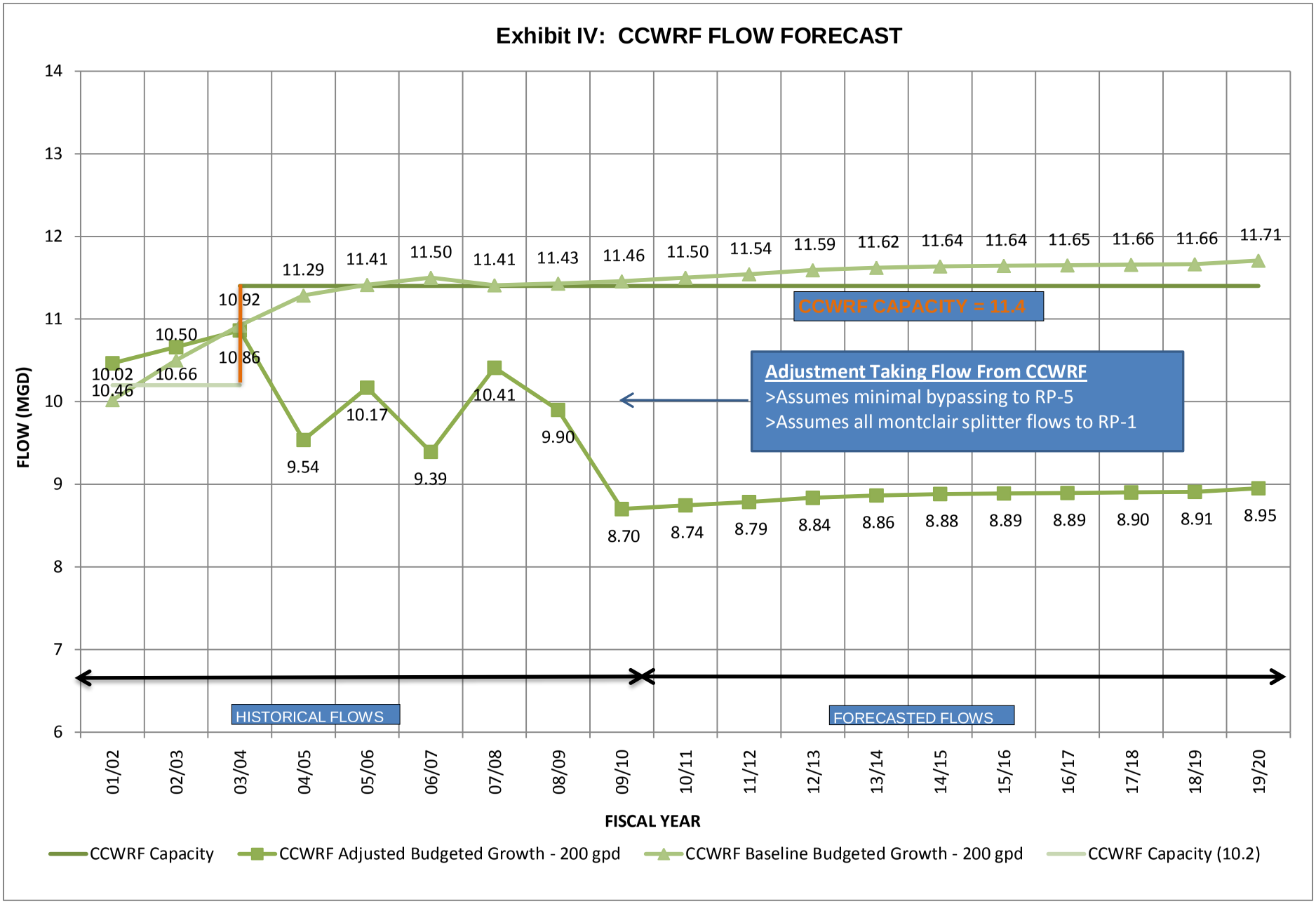
Exhibit IV: CCWRF FLOW FORECAST
FLOW (MGD)
14
13
12
11
10
9
8
7
6
11.29
11.41
11.50
11.41
11.43
11.46
11.50
11.54
11.59
11.62
11.64
11.64
11.65
11.66
11.66
11.71
10.92
10.50
10.86
10.02
10.66
10.46
10.17
10.41
9.54
9.39
9.90
8.70
8.74
8.79
8.84
8.86
8.88
8.89
8.89
8.90
8.91
8.95
CCWRF CAPACITY = 11.4
Adjustment Taking Flow From CCWRF
>Assumes minimal bypassing to RP-5
>Assumes all montclair splitter flows to RP-1
HISTORICAL FLOWS
FORECASTED FLOWS
01/02
02/03
03/04
04/05
05/06
06/07
07/08
08/09
09/10
10/11
11/12
12/13
13/14
14/15
15/16
16/17
17/18
18/19
19/20
FISCAL YEAR
CCWRF Capacity
CCWRF Adjusted Budgeted Growth - 200 gpd
CCWRF Baseline Budgeted Growth - 200 gpd
CCWRF Capacity (10.2)

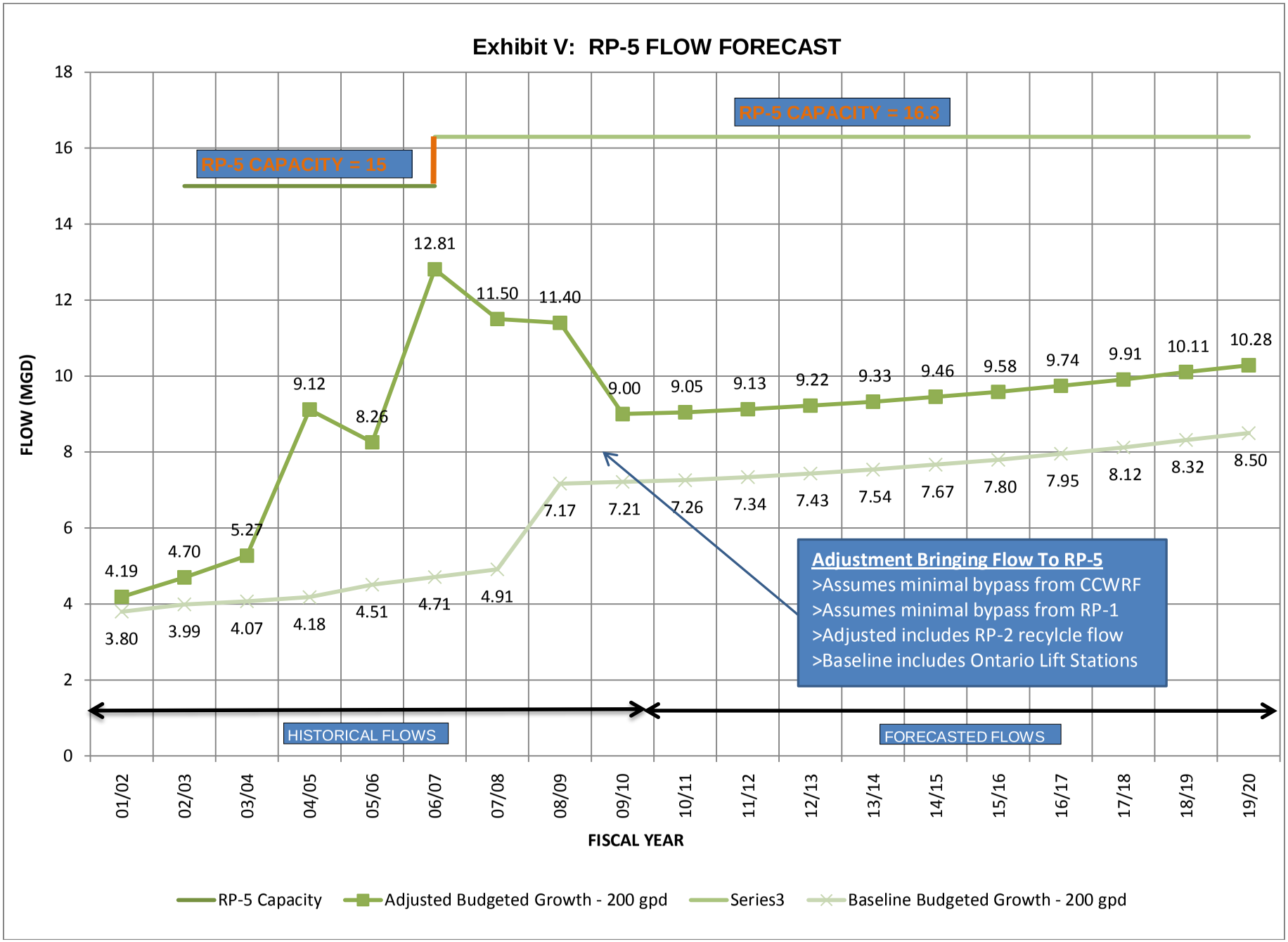
Exhibit V: RP-5 FLOW FORECAST
RP-5 CAPACITY = 15
RP-5 CAPACITY = 16.3
FLOW (MGD)
FISCAL YEAR
HISTORICAL FLOWS
FORECASTED FLOWS
Adjustment Bringing Flow To RP-5
>Assumes minimal bypass from CCWRF
>Assumes minimal bypass from RP-1
>Adjusted includes RP-2 recylcle flow
>Baseline includes Ontario Lift Stations
RP-5 Capacity
Adjusted Budgeted Growth - 200 gpd
Series3
Baseline Budgeted Growth - 200 gpd

APPENDIX M

RECYCLED WATER USE PROJECTIONS FROM IEUA'S 2010 URBAN WATER MANAGEMENT PLAN

Water supplied through the IEUA's Regional Recycled Water Program will serve the area's needs for irrigation and industrial process water (direct use) as well as provide replenishment water for the Chino Basin in conjunction with local storm water and imported deliveries. Over 2,000 direct use customers have been identified as potential recycled water users. In 2007, IEUA and its retail agencies developed a Recycled Water Three Year Business Plan with the intent of designing, constructing and delivering 50,000 acre-feet per year of recycled water. Of that 50,000 acre-feet per year, 35,000 acre-feet per year is designated for the 2,000 direct use customers (irrigation, industrial processing) that have been identified and 15,000 acre-fee per year is designated for groundwater recharge. Since the inception of the Recycled Water Three Year Business Plan, approximately 90% of the regional "backbone" distribution pipeline system and related facilities has been constructed, as well as significant progress on construction of laterals within individual retail agencies (also see Chapter 5 and 6).

The regional distribution facilities include over fifty separate pipelines, pump stations, and reservoir projects. The phased construction of these facilities is projected to cost $200 million and is scheduled to be complete by 2012. The Regional Recycled Water Program is planned to deliver a total of approximately 63,000 acre-feet of new water supplies for both direct and replenishment by the year 2035 (42,000 acre-feet for direct use and 21,000 acre-feet available for recharge). An aggressive marketing program is underway to make the recycled water available to the customers. This additional high quality recycled water will be available through IEUA's treatment plants as a result of expected population growth within its service area. This represents a new alternative water supply that will continue to expand as growth occurs in the IEUA service area. The projected recycled water demand by agency is shown in Table 3-15.

Table 3-15
Projected Recycled Water Use and Supply in IEUA Service Area (AFY)

	Fiscal Year Ending June 30						
Agency	**2005***	**2010***	**2015**	**2020**	**2025**	**2030**	**2035**
Chino, City of	830	7,157	8,190	7,987	7,784	7,581	7,379
Chino Hills, City of	815	1,494	2,400	2,500	2,500	2,500	2,500
Ontario, City of	1,169	5,678	5,975	8,625	11,275	13,925	17,724
Upland, City of	0	0	1,070	1,070	1,070	1,070	1,070
Cucamonga Valley Water District	0	660	1,800	2,050	2,300	2,550	2,800
Fontana Water Company	0	0	6,000	6,000	6,000	6,000	6,000
Monte Vista Water District	0	240	1,095	1,226	1,533	1,533	1,533
San Antonio Water Company	0	0	0	0	0	0	0
Subtotal	***2,814***	***15,229***	***26,530***	***29,458***	***32,462***	***35,159***	***39,006***
San Bernardino County	1459	1,251	1,500	1,500	1,500	1,500	1,500
IEUA	1,123	818	1,500	1,500	1,500	1,500	1,500
Total Recycled Water Direct Use	**5,396**	**17,298**	**29,530**	**32,458**	**35,462**	**38,159**	**42,006**
Direct Use	5,396	17,298	29,530	32,458	35,462	38,159	42,006
Groundwater Recharge Potential	0	7,208	20,000	21,000	21,000	21,000	21,000
Total Recycled Water Use	**5,396**	**24,506**	**49,530**	**53,458**	**56,462**	**59,159**	**63,006**
Total Recycled Water Supply	**5,396**	**24,506**	**61,599**	**65,631**	**68,319**	**72,798**	**77,278**

*Note: 2005 and 2010 data represents actual water usage, not supplies available.

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APPENDIX N

CPUC RULE NO. 14.1

Cal. P.U.C. Sheet No.

Canceling Cal. P.U.C. Sheet No.

RULE NO. 14.1

MANDATORY WATER CONSERVATION AND RATIONING PLAN

GENERAL INFORMATION

If water supplies are projected to be insufficient to meet normal customer demand, the utility may elect to implement voluntary conservation using the portion of this plan set forth in Section A of this Rule after notifying the Commission's Water Utilities Branch of its intent. If in the opinion of the utility more stringent water conservation measures are required, the utility shall request Commission authorization to implement the mandatory conservation and rationing measures set forth in Section B.

The Commission shall authorize mandatory conservation and rationing by approving Tariff SCHEDULE NO. 14.1, MANDATORY WATER CONSERVATION AND RATIONING. When Tariff Schedule No. 14.1 has expired or is not in effect, mandatory conservation and rationing measures will not be in force. Tariff Schedule No. 14.1 will set forth water use allocations, excess water use penalties, charges for removal of flow restrictors, and the period during which mandatory conservation and rationing measures will be in effect.

When Tariff Schedule No. 14.1 is in effect and the utility determines that water supplies are again sufficient to meet normal demands and mandatory conservation and rationing measures are no longer necessary, the utility shall seek Commission approval to rescind Tariff Schedule No. 14.1 to discontinue rationing.

In the event of a water supply shortage requiring a voluntary or mandatory program, the utility shall make available to its customers water conservation kits as required by Rule No. 20. The utility shall notify all customers of the availability of conservation kits.

(continued)

JUL 90

Cal. P.U.C. Sheet No.

Canceling Cal. P.U.C. Sheet No.

RULE NO. 14.1
(continued)

A. CONSERVATION - NONESSENTIAL OR UNAUTHORIZED WATER USE

No customer shall use utility-supplied water for nonessential or unauthorized uses as defined below:

1. Use of water through any connection when the utility has notified the customer in writing to repair a broken or defective plumbing, sprinkler, watering or irrigation system and the customer has failed to make such repairs within 5 days after receipt of such notice.

2. Use of water which results in flooding or run-off in gutters, waterways, patios, driveways, or streets.

3. Use of water for washing aircraft, cars, buses, boats, trailers or other vehicles without a positive shutoff nozzle on the outlet end of the hose, except for the washing of vehicles at commercial or fleet vehicle washing facilities operated at fixed locations where equipment using water is properly maintained to avoid wasteful use.

4. Use of water through a hose for washing buildings, structures, sidewalks, walkways, driveways, patios, parking lots, tennis courts, or other hard-surfaced areas in a manner which results in excessive run-off or waste.

5. Use of water for watering streets with trucks, except for initial wash-down for construction purposes (if street sweeping is not feasible), or to protect the health and safety of the public.

6. Use of water for construction purposes, such as consolidation of backfill, dust control, or other uses unless no other source of water or other method can be used.

7. Use of water for more than minimal landscaping in connection with any new construction.

(continued)

JUL 90

RULE NO. 14.1
(continued)

A. 8. Use of water for outside plants, lawn, landscape and turf areas more often than every other day, with even numbered addresses watering on even numbered days of the month and odd numbered addresses watering on the odd numbered days of the month, except that this provision shall not apply to commercial nurseries, golf courses and other water-dependent industries.

9. Use of water for outside plants, lawn, landscape and turf areas during certain hours if and when specified in Tariff Schedule No. 14.1 when the schedule is in effect.

10. Use of water for watering outside plants and turf areas using a hand held hose without a positive shut-off valve.

11. Use of water for decorative fountains or the filling or topping off of decorative lakes or ponds. Exceptions are made for those decorative fountains, lakes, or ponds which utilize recycled water.

12. Use of water for the filling or refilling of swimming pools.

13. Service of water by any restaurant except upon the request of a patron.

B. RATIONING OF WATER USAGE

In the event the conservation measures required by Section A are insufficient to control the water shortage, the utility shall, upon Commission approval, impose mandatory conservation and rationing. The water allocated for each customer, the time period during which rationing shall be in effect, and any additional conditions, will be set forth in Tariff Schedule No. 14.1, which shall be filed for this purpose at the time such rationing is approved by the Commission.

Before rationing is authorized by the Commission the utility shall hold public meetings and take all other applicable steps required by Sections 350 through 358 of the California Water Code.

JUL 90

(continued)

Cal. P.U.C. Sheet No.

Canceling Cal. P.U.C. Sheet No.

RULE NO. 14.1
(continued)

C. ENFORCEMENT OF MANDATORY CONSERVATION AND RATIONING

1. The water use restrictions of the conservation program in Section A of this rule become mandatory when the rationing program goes into effect. These restrictions are applicable whether or not the customer exceeds the monthly water allocation.

2. Upon inception of the mandatory provisions of this Rule the utility may, after one verbal and two written warnings, install a flow-restricting device on the service line of any premises where utility personnel observe water being used for any nonessential or unauthorized use as defined in Section A.

3. A flow restrictor shall not restrict water delivery by greater than 50% of normal flow and shall provide the premises with a minimum of 6 Ccf/month. The restrictor may be removed only by the utility, after a three-day period has elapsed, and upon payment of the appropriate removal charge as set forth in Tariff Schedule No. 14.1.

4. After the removal of a restricting device, if any nonessential or unauthorized use of water continues, the utility may install another flow-restricting device. This device shall remain in place until rationing is no longer in effect and until the appropriate charge for removal has been paid to the utility.

5. Each customer's water allocation shall be shown on the water bill. Water allocations may be appealed in writing as provided in Section D of this Rule. If a customer uses water in excess of the allocated amount, the utility may charge the excess usage penalty shown in Tariff Schedule No. 14.1.

6. Any monies collected by the utility through excess usage penalties shall not be accounted for as income, but shall be accumulated by the utility in a separate account for disposition as directed or authorized from time to time by the Commission.

7. The charge for removal of a flow-restricting device shall be in accordance with Tariff Schedule No. 14.1.

JUL 90

(continued)

Cal. P.U.C. Sheet No.

Canceling Cal. P.U.C. Sheet No.

RULE NO. 14.1
(continued)

D. APPEAL PROCEDURE

Any customer who seeks a variance from any of the provisions of this mandatory water conservation and rationing plan or a change in water allocation shall notify the utility in writing, explaining in detail the reasons for such a variation. The utility shall respond to each such request.

Any customer not satisfied with the utility's response may file an appeal with the staff of the Commission. The customer and the utility will be notified of the disposition of such appeal by letter from the Executive Director of the Commission.

If the customer disagrees with such disposition, the customer shall have the right to file a formal complaint with the Commission. Except as set forth in this Section, no person shall have any right or claim in law or in equity, against the utility because of, or as a result of, any matter or thing done or threatened to be done pursuant to the provisions of this mandatory water conservation and rationing plan.

E. PUBLICITY

In the event the utility finds it necessary to implement this plan, it shall notify customers and hold public hearings concerning the water supply situation, in accordance with Chapter 3, Water Shortage Emergencies, Sections 350 through 358, of the California Water Code. The utility shall also provide each customer with a copy of this plan by means of billing inserts or special mailings; notifications shall take place prior to imposing any fines associated with this plan. In addition, the utility shall provide customers with periodic updates regarding its water supply status and the results of customers' conservation efforts. Updates may be by bill insert, special mailing, poster, flyer, newspaper, television or radio spot/ advertisement, community bulletin board, or other appropriate method(s).

JUL 90

(To be inserted by utility)

Issued by

(To be inserted by Cal. P.U.C.)

Advice Letter No.

Date Filed

APPENDIX O

WATER CONSERVATION ACTIVITIES

Fontana Water Company

CONSERVATION ACTIVITIES

General Information

Fontana Water Company serves over 155,000 customers in the City of Fontana including portions of Rialto and Rancho Cucamonga, as well as adjacent unincorporated territory in San Bernardino County. Operations are administered from its commercial office located at 15966 Arrow Route, Fontana, California. One hundred-ten employees work in the Fontana Water Company division. Fontana Water Company's service area covers approximately 52 square miles incorporating 38 wells, 17 storage reservoirs and 3.5 million feet of water distribution mains ranging from 2-inch to 36-inch in diameter. Since the beginning, the company has grown along with development in its service area, making it the company it is today, the 5th largest investor-owned water utility in California.

Fontana Water Company
15966 Arrow Route
Fontana, California 92335
Phone: (909) 822-2201
Fax: (909) 823-5046
Website: www.fontanawater.com

Office Hours:
Monday through Friday
8:00 A.M — 5:00 P.M.

FONTANA WATER COMPANY

Water Conservation

The Driving Forces Behind Water Conservation

On November 10, 2009, the Governor signed legislation enacting SBX7 7, to encourage water districts and agencies to promote water conservation. Utilities are encouraged to work cooperatively on the regional and state level to achieve a reduction of 10 percent per capita water use by 2015 and 20 percent per capita water use by 2020. As part of SBX7 7, the Department of Water Resources is required to work with urban retail water suppliers to develop incentives, remove barriers, and establish statewide targets for sustainable water management.

The California Public Utilities Commission's (Commission) December 2005 Water Action Plan included an outline of conservation objectives to strengthen water conservation programs to a level comparable to those of the energy utilities. The Commission directed Fontana Water Company, and other Commission regulated water utilities, to implement tiered water conservation rates for its single-family residential customers, effective July 1, 2010.

Fontana Water Company's Conservation efforts

Water conservation measures have always been a vital part of Fontana Water Company's overall plan to achieve adequate, reliable, high quality, and cost-effective water supply for delivery to its customers. Fontana Water Company has implemented a number of water conservation measures that include: metering of all customers, residential water use surveys, water conservation tariff requirements, public information outreach, water conservation kit distribution, water system leak monitoring, and water meter exchange programs.

FONTANA WATER COMPANY

Conservation Programs/Activities

Two-Tiered Water Conservation Rates

Fontana Water Company, worked in collaboration with the Commission on the implementation of two-tiered water conservation rates which will go into effect as July 1, 2010. This new rate structure applies to single-family residential customers.

The goal is to encourage water conservation by setting a price for water that increase as water consumption goes up and give water users an opportunity to reduce their water bills by cutting their water use. Conservation rates DO NOT INCREASE Fontana Water Company's overall revenue. While certain customers who use more water will pay more, those customers who use less will see lower bills. Customers may also experience higher bills in summer when landscaping requires more frequent watering, but at other times of the year will likely have lower bills because cooler temperatures require less watering.

How does the new rate structure works?

Under the new rate structure, the first 16 units (a unit is one hundred cubic feet or 748 gallons) of water used each month will be billed at the lower Tier 1 rate. The Tier 2 rate will be 15% higher per-unit than the Tier 1 rate and will apply to all water usage over 16 units.

This new rate structure will provide a financial incentive to customers to use water more efficiently. Low usage customers and those who reduce their current water usage will see an overall annual reduction in their bills, since the price for the first 16 units will be reduced. High usage customers who do not decrease their usage will see an increase in their bills.

Attachment A is Fontana Water Company's two-tiered water conservation rate notice sent to all of Fontana Water Company's customers.

FONTANA WATER COMPANY

Conservation Programs/Activities

Free Gardening & Landscape Workshop

Fontana Water Company recently hosted four gardening and landscaping classes at its facility. Fontana Water Company has contracted with Water-Wise Consulting, Inc. to present information to customers regarding landscaping and efficient water use necessary to meet California's current water constraints.

Participants received a gardening magazine for drought tolerant plants, soft grip 8 dial positive shut-off hose nozzle, brochures on water saving tips for outdoor use, information on native California plants, and a weather based irrigation controller.

FONTANA WATER COMPANY

Conservation Programs/Activities

Conservation Kit—1.5 gallon per minute (GPM) massage showerhead, 1.5 GPM dual spray kitchen aerator, and 1.0 GPM aerator.

This kit was distributed to Fontana Water Company's customers at public outreach events such as City of Rialto Earth Day Event, City of Fontana Winter Fest, City of Fontana Cruise Night, City of Fontana Teen Fest Talent Show and San Bernardino County's Health and Safety Fair. Customers can pick up a kit at Fontana Water Company's office.

Attachment B is a Map of Fontana Water Company's Service area and offices.

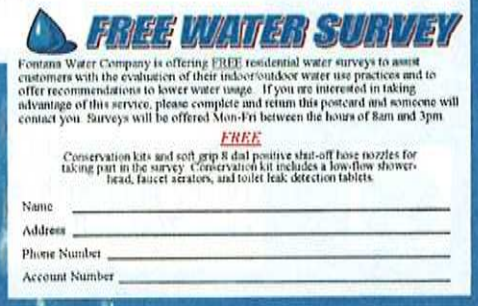
Low Income Rate Assistance Program

Fontana Water Company has a low income rate assistance program. Qualifying customers can obtain an application online or at Fontana Water Company's office.

Attachment C is an California Alternative Water Rates (CARW) application.

Residential Survey

Fontana Water Company offers a free residential water survey to assist their customers who are looking for help in reducing indoor and outdoor water use.



FREE WATER SURVEY

Fontana Water Company is offering FREE residential water surveys to assist customers with the evaluation of their indoor/outdoor water use practices and to offer recommendations to lower water usage. If you are interested in taking advantage of this service, please complete and return this postcard and someone will contact you. Surveys will be offered Mon-Fri between the hours of 8am and 3pm.

FREE

Conservation kits and soft grip 8 dial positive shut-off hose nozzles for taking part in the survey. Conservation kit includes a low-flow showerhead, faucet aerators, and toilet leak detection tablets.

Name _____

Address _____

Phone Number _____

Account Number _____

FONTANA WATER COMPANY

Water Saving Tips.

Place 2 to 3 inches of mulch, especially organic mulch such as wood chips or compost over your plant's roots zones, moisture will stay in the soil longer and reduce weeds from growing. Mulch helps to reduce evaporation by covering the soil and keeping the temperature cooler. Keep mulch 2 to 4 inches away from the plant stems.

Use a broom to clean driveways, sidewalks, and patios. This could save you 8 to 18 gallons a minutes.

Don't water on windy days when evaporation is high...this can waste up to 300 gallons in one watering.

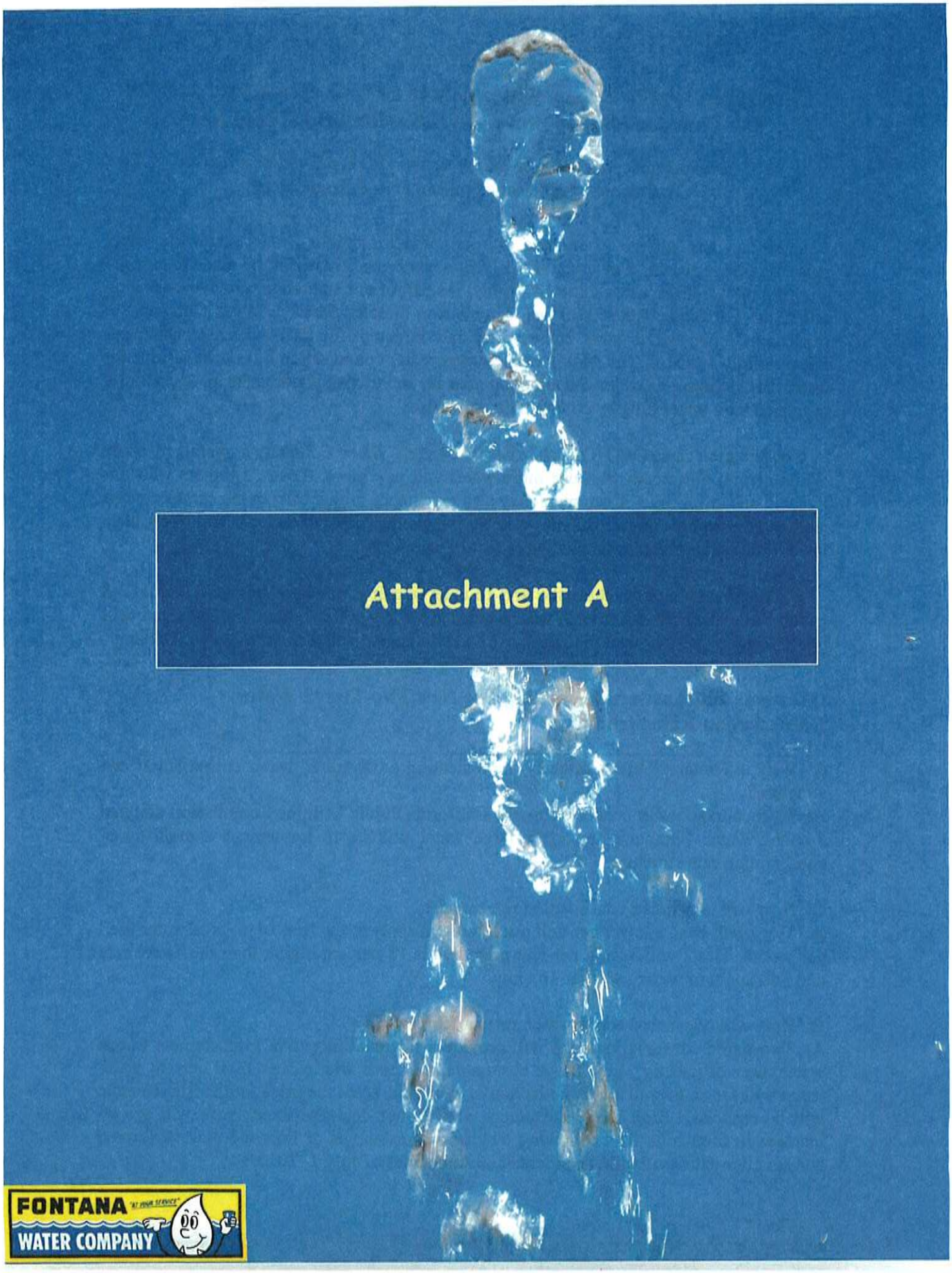
Stop runoff and overspray from outdoor watering. Any irrigation cycles over 5 minutes may result in runoff. Re-adjust watering schedules to allow for two shorter cycles with 30 to 40 minutes in between cycles.

Water during the cool parts of the day. Early morning is better than evenings since it will help prevent fungus and mildew growth...saves 300 gallons a month.

Clothes washers consume 22% of indoor water. Wash only full loads of laundry. Each washing cycle uses 20-40 gallons of water, depending on the model of the machine.

Replace your old (pre 1994) water guzzling toilet (3.5 to 7 gallons per flush, gpf) with a new ultra-low flush toilet (1.6 gpf)...it can save over 700 gallons a month.

FONTANA WATER COMPANY



Attachment A

FONTANA WATER COMPANY

Two-tiered Water Conservation Rates go into effect July 1, 2010 for Fontana Water Company's Residential Customers

Esta informacion consierne para la conservacion del uso de agua.
Traduzcalo o hable con alguien que lo entienda bien.

California has suffered numerous droughts and limitations on its statewide water infrastructure in recent years and it is vital that a comprehensive effort be made to manage our existing water resources more efficiently. As part of this statewide water conservation effort, the California Public Utilities Commission directed Fontana Water Company to implement a two-tiered water conservation rate structure for its residential customers, effective July 1, 2010. The goal is to encourage water conservation by setting a price for water that increases as water consumption goes up and to give water users an opportunity to reduce their water bills by cutting their water use.

Conservation rates DO NOT INCREASE Fontana Water Company's overall revenue. While certain customers who use more water will pay more, those customers who use less will see lower bills. Customers may also experience higher bills in the summer when landscaping requires more frequent watering, but at other times of the year will likely have lower bills because cooler temperatures require less water.

Under the new rate structure, the first 16 units (a unit is one hundred cubic feet or 748 gallons) of water used each month will be billed at the lower Tier 1 rate. The Tier 2 rate will be 15% higher per-unit than the Tier 1 rate and will apply to all water usage over 16 units.

Questions and Answers Regarding The New Two-Tiered Water Conservation Rate Structure.

Q: Why is Fontana Water Company implementing a two-tiered water conservation rate structure?
A: To encourage water conservation, the California Public Utilities Commission directed Fontana Water Company and other large water utilities to implement a multi-tiered conservation rate structure.

Q: How will two-tiered conservation rates work?
A: Tier 1 will have a lower per-unit price and will apply to the first 16 units of water used per month. Tier 2 will have a per-unit price that is 15 percent higher than the Tier 1 rate and will apply to water use over 16 units.

Q: How will two-tiered conservation rates affect me?
A: Two-tiered conservation rates will provide a financial incentive to customers to use water more efficiently. Low usage customers and those who reduce their current water usage will see an overall annual reduction in their bills, since the price for the first 16 units will be reduced. High usage customers who do not decrease their usage will see an increase in their bills. The following table shows examples of how the new two-tiered conservation rates will affect residential customers, as of July 1, 2010.

Sample Bill Calculation for Residential Customer with 5/8 - inch meter

Old Bill Calculation – Single Tier Rate

******Rates used in this sample may be different from your actual bill rates.******

	Using 16 Units per Month	Using 26 Units Per Month
Service Charge	$18.69	$18.69
Quantity Rate Per Unit	$2.1536 X 16 Units = $34.46	$2.1536 X 26 Units = $55.99
Total Water Changes	= $53.15	= $74.68

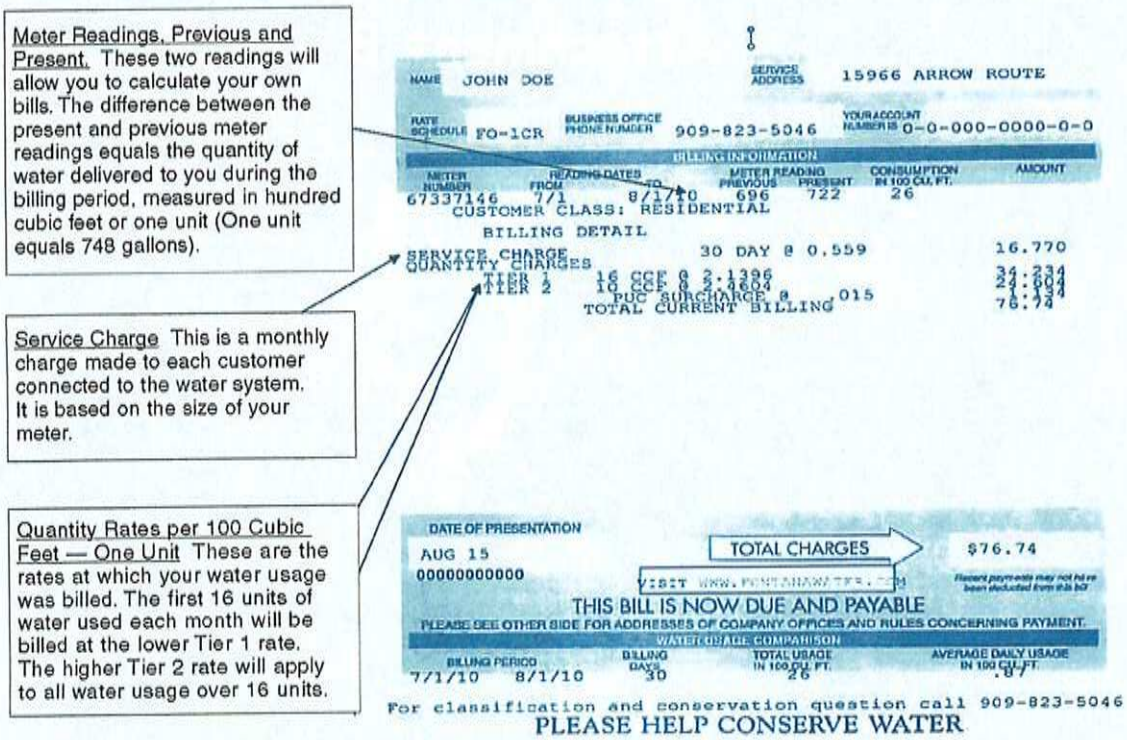
New Bill Calculation – 2 Tier Conservation Rate

******Rates used in this sample calculation may be different from your actual bill rates.******

	Using 16 Units per Month	Using 26 Units Per Month
Service Charge	$16.77	$16.77
Quantity Rate, Tier 1 up to 16 Units	$2.1396 X 16 Units = $34.23	$2.1396 X 16 Units = $34.23
Quantity Rate, Tier 2 over 16 Units	$2.4604 X 0 Units = $ 0	$2.4604 X 10 Units = $24.60
Total Water Changes	= $51.00	= $75.60

Q: Where can I find the NEW two-tiered conservation rates on my bill?

A: Below is a sample water bill that showing the location of pertinent items used for the two-tiered water conservation rate billing calculation.

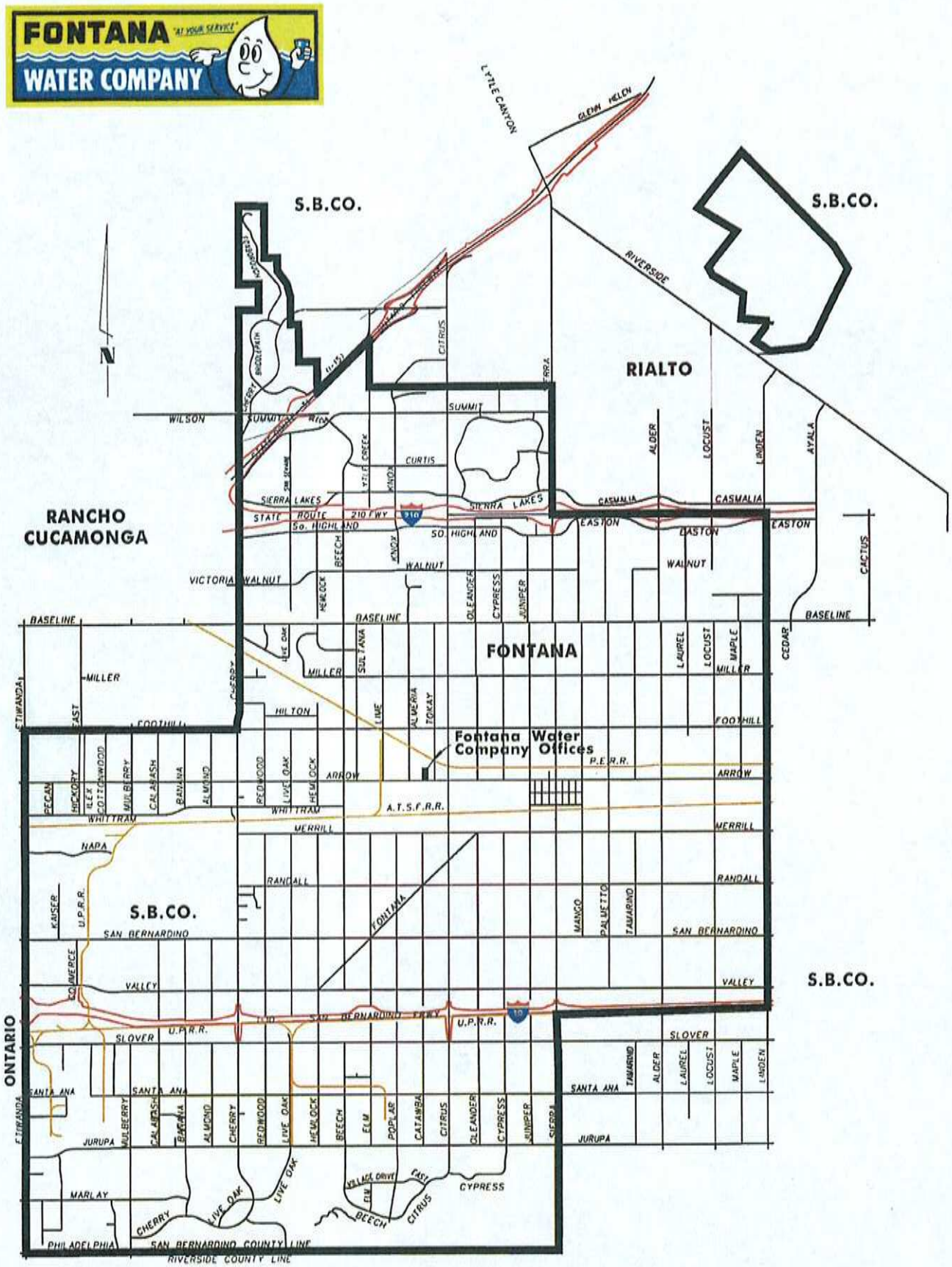


Q: Where can I get more information on how to conserve water?

A: Visit us at www.fontanawater.com and click on "Conservation/Education" link to find more information about a water survey and other water-saving programs or contact Fontana Water Company at (909) 822-2201.

Attachment B

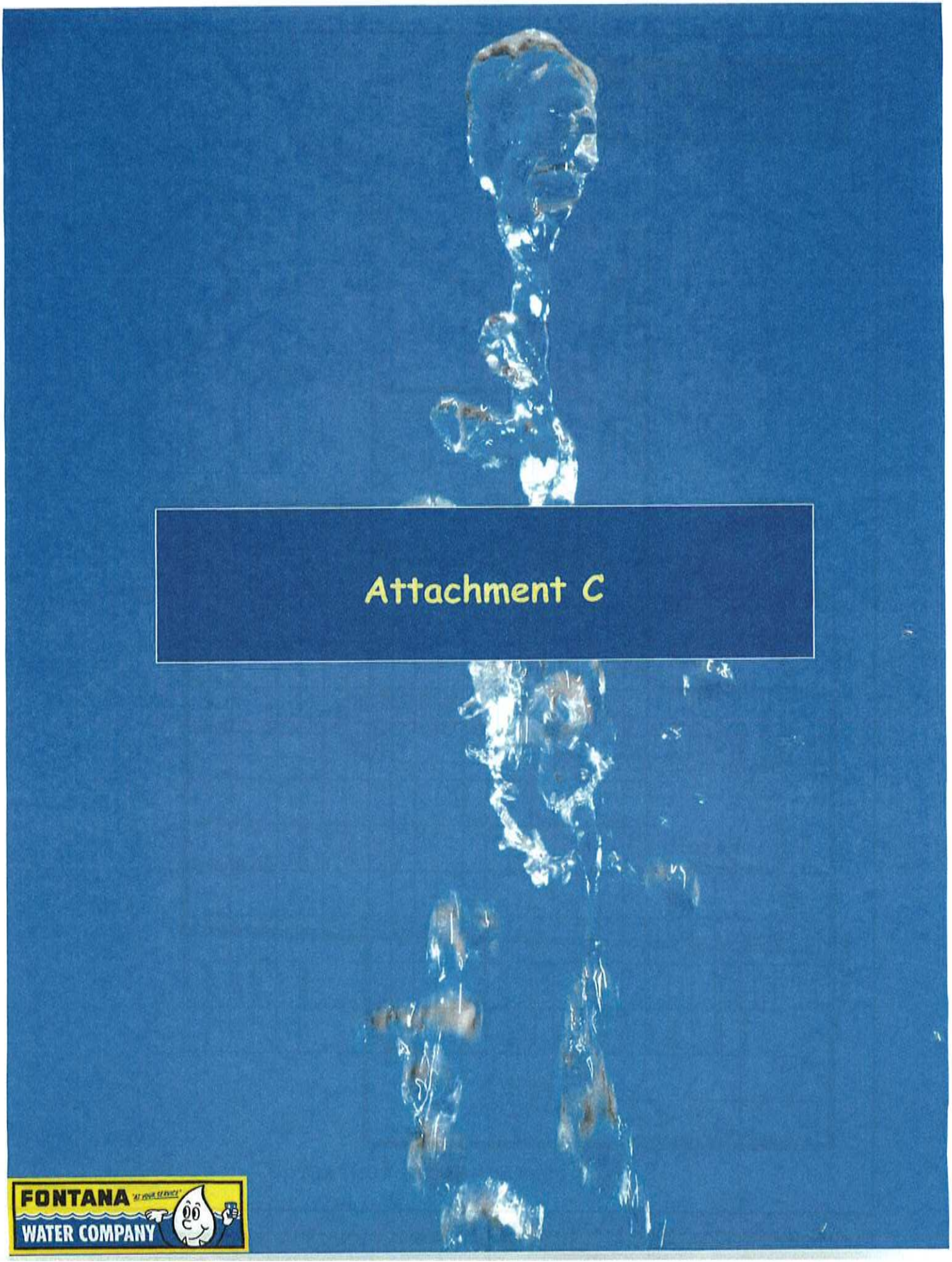
FONTANA WATER COMPANY



FONTANA WATER COMPANY

SCALE IN MILES

0 ½ 1 2



Attachment C

FONTANA "AT YOUR SERVICE"
WATER COMPANY

Fontana Water Company Division
Notice and Application for
California Alternative Rates for Water (CARW) Program

If your household qualifies for a discount on your energy bill under the electric or gas CARE or telecommunications ULTS programs, you may also qualify for a discount on your water bill.

To apply for the CARW Program at your residence, please fill out this application and submit it to the water company. You may receive the discount on your next bill after the water company receives, verifies, and approves your completed and signed application. If your application and proof of eligibility is not approved, you will receive a letter from the water company explaining the reason for denial.

If you need help filling out the application, or would like more information about the program, call (909) 822-2201 or visit the local office.

INCOME REQUIREMENTS
(effective June 1, 2010)

Number of Persons Living in my Home	Total Combined Income From ALL Sources
1 or 2	$31,300
3	$36,800
4	$44,400
5	$52,000
6	$59,600

For each additional person, add $7,600

WHAT ARE THE QUALIFICATIONS?

To qualify for Schedule No. CARW I understand:

- I am a residential customer and receive water service through a 1" or smaller water meter.
- The water utility bill is in my name.
- I must provide verification of my household income if requested. Presentation of a utility bill (electric, gas, or telephone showing participation in their rate discount program) is acceptable verification of household income requirement.
- I may not be claimed as a dependent on another person's tax return.
- My total annual income cannot exceed the amount shown on the above chart. *Total income means the total combined gross household income of all persons living in my home.*
- I must re-apply each time I move.
- I must renew my application every two years, or sooner, if requested.
- I must notify the utility within 30 days if I become ineligible for CARW.

I understand that for CARW "gross household income" means all money and non-cash benefits, available for living expenses, from all sources, both taxable and non-taxable, before deductions, for all people who live in my home. This includes, but is not limited to: wages, salaries, and commissions; child/spousal support; interest, dividends, or withdrawals from savings accounts, stocks and bonds, or retirement accounts such as IRA and 401K accounts; stocks; bonds; business or rental income; support from family or friends; cash gifts; loans; lottery winnings; tax refunds and money from insurance policies or legal settlements; Social Security; retirement, veterans, disability, or unemployment benefits and workers' compensation; AFDC; SSI; SSP; cash public assistance; food stamps and free housing or utilities; and school grants, loans, scholarships, or other aid. Proof of income acceptable to the utility will be provided when applying for or renewing application.

(continued)

Fontana Water Company Division
Notice and Application for

California Alternative Rates for Water (CARW) Program
(continued)

APPLICATION INFORMATION (please type or print):

Applicant's Name
_____

I am a residential customer of Fontana Water Company.
Fontana Water Company Account No.____-____-____ ____ ____-____ ____ ____ ____-____-____

Service Address
_____

Mailing Address (if different from service address)
_____

Telephone No. (home) _____ (work) _____

Number of People Living in Household _____

Gross Annual Income of Household _____

Declaration and Self-Certification Statement:
By signing below, I certify under penalty of perjury that this information is true and correct under
the laws of the State of California. I agree to provide proof of income if asked. I agree to inform
Fontana Water Company if I no longer qualify to receive the discount. I know that if I receive a discount without qualifying for it, I may be required to pay back the discount I received.

Applicant's Signature _____ Date Signed
_____

Please do not mail your payment with this application, as it will significantly delay payment processing.

Please hand deliver your completed application to the local office or mail your application to:

Fontana Water Company
15966 Arrow Route
P.O. Box 987
Fontana, CA 92334

FOR FONTANA WATER COMPANY USE ONLY

Date Received: _____ Documentation Provided: _____

Date Verified: _____ Verified by: _____

Date Entered
In System: _____

APPENDIX P

SECTIONS FROM FWC'S SUMMARY REPORT OF 2009-10 CONSERVATION PROGRAMS AND ACTIVITIES

Fontana Water Company
Annual Conservation Programs and Activities Report
Fiscal Year 2009 / 2010

Pursuant to Decision Number 09-06-027 dated June 22, 2009 the California Public Utilities Commission authorized Fontana Water Company ("FWC") an annual budget of $400,000 to fund conservation programs and activities for the fiscal year 2009 / 2010 as outlined in **Attachment 1.** FWC was directed file an annual report on these activities for the period of July 1, 2009 through June 30, 2010.

These activities are broken down in an outlined table by two major categories (Regional Programs and Local Programs), then the Local Program category is broken down by three minor categories (Residential, Commercial, Industrial, & Institutional (CII), and Education and Public Information), and finally specific programs. The table also includes:

- The actual expenditures of each specific program
- The actual number of rebates, rebate date, rebate amount, rebate device, customer address, customer class, and whether the customers previously received a rebate and if so, how many
- Estimated water saving in Acre Foot ("AF")
- Actual advertising expenses

The supporting document for each specific program is organized by attachment listed below:

- **Attachment 2** - Inland Empire Utilities Agency ("IEUA") and Water2Save pilot program
- **Attachment 3** - Copy of advertising, education, and information materials
- **Attachment 4** - Copy of agreements with third party service provider community based organization or other entity

- **Attachment 5** – Ultra Low Flush Toilet ("ULFT") water saving calculation back up
- **Attachment 6** – Conservation Kits calculation back up

Fontana Water Company
Annual Conservation Programs and Activities Report
Fiscal Year 2009 / 2010

Regional Program (Rebate) – In cooperation with Metropolitan Water District of Southern California, Inland Empire Utilities Agency re-launched a multi-family program to replace old toilet units with ultra low-flush toilets, as of December 2009. Bottom Line Utility Solution, Inc was contracted to dispose of these old toilets and replace them with ultra low-flush toilets with a $24 participant co-pay charge to customers. On March 30, 2010, Fontana Water Company entered into a Memorandum of Understanding with Inland Empire Utilities Agency to cover the $24 co-pay charge for customers within Fontana Water Company's service area. The contract expires June 30, 2011. A total of 11 ultra low-flush toilets have been replaced for fiscal year 2009/2010.

Local Program (Residential) – Fontana Water Company's current residential program consists of Conservation Kit and Smart Timer Distribution.

Conservation Kit ("Kit") – This Kit contains a 1.5 gallon per minute (GPM) massage showerhead, 1.5 GPM dual spray kitchen aerator, and 1.0 GPM aerator. The Kit is being distributed at public outreach events such as City of Fontana's Teen Fest Talent Show and the Company's WaterWise Smart Gardening Workshops. Customers can pick up a Kit at Fontana Water Company's office.

Smart Timer Distribution – As part of Fontana Water Company's WaterWise Smart Gardening Workshop events, Smart Timers were purchased to be distributed to customers after the events. Fontana Water Company hosted/sponsored 4 gardening and landscaping workshops at its facility, on October 31, 2009, March 27, 2010, April 24, 2010, and May 8, 2010. Each of these classes accommodates a maximum of 30 people and sitting is limited and offered on a first-come, first-serve basis. The customers who attended the class were eligible to receive a Smart Timer.

Commercial, Industrial & Institutional ("CII") - Fontana Water Company's CII program is divided into three categories: Fontana Unified School District Indoor and

Outdoor Retrofit Program, Large Landscape (Water2Save), and Pressurized Water Broom.

Fontana Unified School District Indoor and Outdoor Retrofit Program – Fontana Water Company sponsored an aggressive retrofit program for Fontana Unified School District's indoor plumbing fixtures at five school sites. These schools are Juniper Elementary, Almeria Middle School, Sequoia Middle School, Southridge Middle School, and Fontana High School. In cooperation with Fontana Water Company efforts to assist Fontana Unified School District, Inland Empire Utilities Agency helped facility and administer the retrofit program.

Large Landscape (IEUA & Water2Save) – Fontana Water Company contracted with Water2Save to implement a pilot project to help reduce water needs to irrigate large landscape areas within the Fontana Water Company service area. The program provides installation of a wireless irrigation management system to assist customers with monitoring their irrigation system. Currently, Water2Save has been contracted to work on three CII customers for the program: Summit Heights Gateway, Kaiser Permanente Fontana, and City of Fontana.

Local Program (Education and Public Information) - As part of its conservation plan Fontana Water Company hosts/sponsors events, such as WaterWise Gardening Workshops and City of Fontana Teen Talent Show. During these events Fontana Water Company distributes conservation materials and provides information to customers to encourage the efficient use of water. These materials include conservation recommendations and ideas for what customers can do in their homes and businesses to conserve water and what types of appliances, fixtures, and devices can be installed to help cut back on water use, including high efficiency toilets, high efficiency clothes washers and more efficient landscape irrigation equipment. Fontana Water Company participated in and sponsored public outreach events within its service area in fiscal year 2009/2010.

WaterWise Smart Gardening Workshops – Fontana Water Company hosted/sponsored 4 gardening and landscaping workshops at its facility, on October 31, 2009, March 27, 2010, April 24, 2010, and May 8, 2010. Fontana Water Company has contracted with WaterWise Consulting, Inc. to present information to customers regarding landscaping and efficient water use. Participants at the workshop received a gardening magazine for drought tolerant plants, a soft grip 8 dial positive shut-off hose nozzle, brochures on water saving tips for outdoor use, information on native California plants, and weather-based irrigation controller. A total of 115 customers participated.

City of Fontana Teen Fest Talent Show, April 10, 2010 – Fontana Water Company sponsored this city event by donating $5,000 towards the advertising and production of this event. A banner was hung on the stage reminding participants to conserve water and the Master of Ceremonies reminded residents throughout the day to conserve water and thanked Fontana Water Company for their contribution to the community. On the date of the event, a booth was set up to distribute conservation materials and Conservation Kits, and the Conservation Specialist was there to answer questions customers had regarding conservation rebates or devices. Approximately 350 participants attended this event.

Supplies_- As part of its conservation plan; Fontana Water Company hosts/sponsors events, such as WaterWise Gardening Workshops and City of Fontana Teen Talent Show. During these events FWC distributes conservation materials and providing information to customers to encourage the efficient use of water. These materials include conservation recommendations and ideas for what customer can do in their homes and businesses to conserve water and types of appliances, fixtures and devices can be installed to help cut back on water use, including high efficiency toilets, high efficiency clothes washers and more efficient irrigation equipment. FWC participated in and sponsored public outreach events within its service area in fiscal year 2009/2010.

Fontana Water Company Division
Conservation Programs
Annual Summary Report
July 1, 2009 - June 30, 2010

A	B	C	D	E	F	G	H	I	J
Activity and/or Program*	**Description of Activity/ Program**	**Authorized $**	**# of Units/activities purchased, provided, performed**	**$ per unit activity, etc.**	**Total $ spent**	**Estimated water savings per unit per year in Acre Foot ("AF")****	**Unit lifespan****	**Annual activity savings** (AFY)**	**Lifetime activity savings** (AF)**
		Cap			**(D X E)**			**(D X G)**	**(I X H)**
Regional Programs (Rebates)		**$228,600**							
Ultra Low Flush Toilet ("ULFT")			11	$24	$264	0.0379	20	0.4169	8.3380
Total Regional Programs		**$228,600**			**$264**			**0.4169**	**8.3380**
Local Programs									
Residential		**$228,600**							
Conservation Kits			500	$9	$4,375			0.0000	0.0000
Smart Timers			110	$231	$25,403			0.0000	0.0000
Subtotal		**$228,600**			**$29,778**			**0.0000**	**0.0000**
Commercial, Industrial & Institutional		**$262,500**							
Fontana Unified School District ("FUSD")									
Fontana High School									
High Efficiency Toilet (FLR. MT)			129	$495	$63,855	0.0425	20	5.4825	109.6500
High Efficiency Toilet (WALL MT)			6	$555	$3,330	0.0425	20	0.2550	5.1000
.125 GPF Urinal			44	$605	$26,620	0.043	20	1.8920	37.8400
Almeria									
High Efficiency Toilet (FLR. MT)			53	$495	$26,235	0.0425	20	2.2525	45.0500
.125 GPF Urinal			14	$605	$8,470	0.043	20	0.6020	12.0400
Juniper Elementary									
High Efficiency Toilet			24	$495	$11,880	0.0425	20	1.0200	20.4000
.125 GPF Urinal			13	$605	$7,865	0.043	20	0.5590	11.1800
Sequoia									
High Efficiency Toilet			36	$495	$17,820	0.0425	20	1.5300	30.6000
Tank Toilet			2	$365		0.0425	20	0.0850	1.7000
.125 GPF Urinal			11	$605	$6,655	0.043	20	0.4730	9.4600
Southridge									
High Efficiency Toilet			45	$495	$22,275	0.0425	20	1.9125	38.2500
.125 GPF Urinal			9	$605	$5,445	0.043	20	0.3870	7.7400
Total Tax					$6,616				
Water 2 Save		**$123,800**							
Summit Heights Gateway			1	$28,151	$28,151				
Kaiser			1	$28,151	$28,151				
City of Fontana			1	$28,151	$28,151				
Pressurized Water Broom			2	$136	$271				
Subtotal		**$386,300**			**$291,791**			**16.4505**	**329.0100**
Education and Public Information		**$50,000**							
4 WaterWise Smart Cardening Workshops			4	$1,429	$5,716				
City of Fontan Teen Fest Talent Show			1	$5,000	$5,000				
Supplies					$18,052				
Bill Insert					$16,709				
Advertising					$12,967				
Web Page					$2,022				
Commission/CUWCC Workshops					$2,854				
Other					$858				
Subtotal		**$50,000**			**$64,178**			**0.0000**	**0.0000**
Total Local Programs		**$664,900**			**$385,747**			**16.4505**	**329.0100**
Total Regional and Local Programs		**$400,000**			**$386,011**			**16.8674**	**337.3480**

* If not specifically listed, state the category in which the activity and or program falls and rationale for including this particular activit

** This may not apply to all activities, e.g., public information/educatior

Fontana Water Company Division
Conservation Programs
Annual Summary Report
July 1, 2009 - June 30, 2010

Regional Programs (Rebate)

A	B	C	D	E	F	G	H	I	J
Activity and/or Program*	Description of Activity/ Program	Authorized $	# of Units/activities purchased, provided, performed	$ per unit activity, etc.	Total $ spent	Estimated water savings per unit per year in Acre Foot ("AF")**	Unit lifespan**	Annual activity savings** (AFY)	Lifetime activity savings** (AF)
	See Attachment 2	**Cap**			**(D X E)**			**(D X G)**	**(I X H)**
Residential Ultra Low Flush Toilet	Acacial Apartment - Address: 9590 Acacia Blvd. Fontana CA 92335. Appartment Unit # 1,5,10,11,15,18,20,22,25,26, and 28		11	$24	$264	0.0379	20	0.4169	8.3380
Total Regional Programs		**$228,600**			**$264**			**0.4169**	**8.3380**

Fontana Water Company Division
Conservation Programs
Annual Summary Report
July 1, 2009 - June 30, 2010

Local Programs

A	B	C	D	E	F	G	H	I	J
Activity and/or Program*	Description of Activity/ Program	Authorized $	# of Units/activities purchased, provided, performed	$ per unit activity, etc.	Total $ spent	Estimated water savings per unit per year in Acre Foot ("AF")**	Unit lifespan**	Annual activity savings** (AFY)	Lifetime activity savings** (AF)
		Cap			(D X E)			(D X G)	(I X H)
Residential	**See Attachment 3**								
1) Conservation Kits	1.5 GPM Massage Showerhead, 1.5 GPM Dual Spray Kitchen Aerator, and 1.0 GMP Aerator		500	$8.75	$4,375	0.1466	10	73.30	733.00
2)Smart Timers	Smart Timers Hunter PCC-600 with Solar Sync and WeatherMatic Smartine SL 1600 with wireless station SLW15		110	$230.94	$25,403	0.0666	7.5	7.32	54.92
Subtotal		**$228,600**			**$29,778**			**80.62**	**787.92**
Commercial, Industrial & Institutional	**See Attachment 4**	**$262,500**							
1)Fontana Unified School District ("FUSD")	Outdoor and indoor plumbing fixtures retrofitting program at five school sites.								
a) Fontana High School									
High Efficiency Toilet (FLR. MT)	Replacing a 3.5 GPF Toilet		5	$495	$2,475	0.0409	20	0.20	4.09
High Efficiency Toilet (WALL MT)	Replacing a 3.5 GPF Toilet		6	$555	$3,330	0.0409	20	0.25	4.91
High Efficiency Toilet (FLR. MT)	Replacing a 1.6 GPF Toilet		124	$495	$61,380	0.0059	20	0.73	14.61
.125 GPF Urinal	Replacing a 1.5 GPF Urinal		5	$605	$3,025	0.0253	20	0.13	2.53
.125 GPF Urinal	Replacing a 1.0 GPF Urinal		39	$605	$23,595	0.0161	20	0.63	12.57
b) Almeria									
High Efficiency Toilet (FLR. MT)	Replacing a 3.5 GPF Toilet		45	$495	$22,275	0.0409	20	1.84	36.79
High Efficiency Toilet (FLR. MT)	Replacing a 1.6 GPF Toilet		8	$495	$3,960	0.0059	20	0.05	0.94
.125 GPF Urinal	Replacing a 1.0 GPF Urinal		14	$605	$8,470	0.0161	20	0.23	4.51
c) Juniper Elementary									
High Efficiency Toilet (FLR. MT)	Replacing a 3.5 GPF Toilet		15	$495	$7,425	0.0409	20	0.61	12.26
High Efficiency Toilet (FLR. MT)	Replacing a 1.6 GPF Toilet		9	$495	$4,455	0.0059	20	0.05	1.06
.125 GPF Urinal	Replacing a 1.5 GPF Urinal		13	$605	$7,865	0.0253	20	0.33	6.58
d) Sequoia									
High Efficiency Toilet (FLR. MT)	Replacing a 3.5 GPF Toilet		9	$495	$4,455	0.0409	20	0.37	7.36
High Efficiency Toilet (FLR. MT)	Replacing a 1.6 GPF Toilet		27	$495	$13,365	0.0059	20	0.16	3.18
Tank Toilet	Replacing a 1.6 GPF Toilet		2	$365	$730	0.0059	20	0.01	0.24
.125 GPF Urinal	Replacing a 1.0 GPF Urinal		11	$605	$6,655	0.0161	20	0.18	3.54
e) Southridge									
High Efficiency Toilet (FLR. MT)	Replacing a 3.5 GPF Toilet		45	$495	$22,275	0.0409	20	1.84	36.79
.125 GPF Urinal	Replacing a 1.5 GPF Urinal		9	$605	$5,445	0.0161	20	0.15	2.90
Total Tax					$5,886				
Subtotal					**$207,066**			**8**	**155**
2) Large Landscape (IEUA & Water2Save)	Implementation of a pilot project for 3 CII customers to help reduce water needs to irrigate large landscape areas.	$123,800							
a) Summit Heights Gateway			1	$28,152	$28,152	14.1758	1	14.18	14.18
b) Kaiser			1	$28,152	$28,152	60.7071	1	60.71	60.71
c) City of Fontana			1	$28,152	$28,152	61.5289	1	61.53	61.53
Subtotal					**$84,456**			**136.41**	**136.41**

Fontana Water Company Division
Conservation Programs
Annual Summary Report
July 1, 2009 - June 30, 2010

3) Pressurized Water Broom			2	$136	$272				
Total		**$386,300**			**$291,794**			**144.16**	**291.28**

Fontana Water Company Division
Conservation Programs
Annual Summary Report
July 1, 2009 - June 30, 2010

Local Programs (Cont.)

A	B	C	D	E	F	G	H	I	J
Activity and/or Program*	Description of Activity/ Program	Authorized $	# of Units/activities purchased, provided, performed	$ per unit activity, etc.	Total $ spent	Estimated water savings per unit per year in Acre Foot ("AF")**	Unit lifespan**	Annual activity savings** (AFY)	Lifetime activity savings** (AF)
		Cap			(D X E)			(D X G)	(I X H)
Education and Public Information	**See Attachment 5**								
1) 4 WaterWise Smart Gardening Workshops	FWC hosted/sponsored 4 gardening and landscaping workshops at its facility		4	$1,125	$4,500				
2) City of Fontana Teen Fest Talent Show	FWC sponsored this city event by donating $5,000 towards the advertising and production of this event.		1	$5,000	$5,000				
3) Supplies	Sponges, pens, recycle, bags, hoses nozzles, brochures and etc. These supplies are given to customers during event/workshops.				$18,052				
4) Bill Insert	Implementation of conservation rates				$16,709				
5) Advertising	Flyers, Post Card, and etc.				$12,967				
6) Web Page	Update Web Page Content				$2,022				
7) Commission/CUWCC Workshops	SBX 7-7 Meetings, Best Management Practice Effectiveness and Water Use Efficiency Workshops.				$2,854				
8) Other/Administrative					$2,074				
Subtotal		**$50,000**			**$64,178**				
Total Local Programs		**$664,900**			**$385,751**			**224.78**	**1,079.20**
Total Regional and Local Programs		**$400,000**			**$386,015**			**225.20**	**1,087.54**

* If not specifically listed, state the category in which the activity and or program falls and rationale for including this particular activity

** This may not apply to all activities, e.g., public information/education

Fontana Water Company Division
Conservation Programs
Annual Summary Report
July 1, 2009 - June 30, 2010

Water Saving

Water Conservation Program Description	Old Unit		New Unit		Saving	Duration	Uses Per Person/ Day	Saving Per Person/Per Day	Saving Per Household/ Per Day
Estimated Persons Per Household								3.5	
Conservation Kits									
Low Flow Aerator - Bathroom	2.5	gpm	1.5	gpm	1.0	1.0	5	5	17.5
Low Flow Aerator - Kitchen	3.5	gpm	1.5	gpm	2.0	4.0	2	16	56
Low Flow Showerhead	3.5	gpm	1.5	gpm	2.0	8.2	1	16.4	57.4
Estimated Household Water Saving - Daily								Gallons ("G")	130.9
Estimated Household Water Saving - Daily						1 AF = 325,851.43 G		Acre Foot ("AF")	0.0004
Estimated Household Water Saving - Annually								Acre Foot ("AF")	0.1466

Note www.h2ouse.com

Fontana Water Company Division
Conservation Programs
Annual Summary Report
July 1, 2009 - June 30, 2010

3) Pressurized Water Broom			2	$136	$272				
Total		**$386,300**			**$291,794**			**144.16**	**291.28**

Fontana Water Company Division
Conservation Programs
Annual Summary Report
July 1, 2009 - June 30, 2010

Local Programs (Cont.)

A	B	C	D	E	F	G	H	I	J
Activity and/or Program*	Description of Activity/ Program	Authorized $	# of Units/activities purchased, provided, performed	$ per unit activity, etc.	Total $ spent	Estimated water savings per unit per year in Acre Foot ("AF")**	Unit lifespan**	Annual activity savings** (AFY)	Lifetime activity savings** (AF)
		Cap			(D X E)			(D X G)	(I X H)
Education and Public Information	**See Attachment 5**								
1) 4 WaterWise Smart Gardening Workshops	FWC hosted/sponsored 4 gardening and landscaping workshops at its facility		4	$1,125	$4,500				
2) City of Fontana Teen Fest Talent Show	FWC sponsored this city event by donating $5,000 towards the advertising and production of this event.		1	$5,000	$5,000				
3) Supplies	Sponges, pens, recycle, bags, hoses nozzles, brochures and etc. These supplies are given to customers during event/workshops.				$18,052				
4) Bill Insert	Implementation of conservation rates				$16,709				
5) Advertising	Flyers, Post Card, and etc.				$12,967				
6) Web Page	Update Web Page Content				$2,022				
7) Commission/CUWCC Workshops	SBX 7-7 Meetings, Best Management Practice Effectiveness and Water Use Efficiency Workshops.				$2,854				
8) Other/Administrative					$2,074				
Subtotal		**$50,000**			**$64,178**				
Total Local Programs		**$664,900**			**$385,751**			**224.78**	**1,079.20**
Total Regional and Local Programs		**$400,000**			**$386,015**			**225.20**	**1,087.54**

* If not specifically listed, state the category in which the activity and or program falls and rationale for including this particular activity

** This may not apply to all activities, e.g., public information/education

Fontana Water Company Division
Conservation Programs
Annual Summary Report
July 1, 2009 - June 30, 2010

Smart Timer Water Saving Calculation

	Total Residential Usage in CCF	Total Residential Customers
Jul-09	1,300,206	42,397
Aug-09	1,455,024	42,457
Sep-09	1,349,044	42,455
Oct-09	1,216,875	42,466
Nov-09	991,269	42,501
Dec-09	870,110	42,498
Jan-10	689,615	40,427
Feb-10	576,345	40,448
Mar-10	646,869	40,475
Apr-10	801,524	40,547
May-10	903,304	40,614
Jun-10	1,042,397	40,661

Total	11,842,582	497,946

Monthly Average Residential Usage	24
Annual Average Residential Usage	288
Smart Controller Saving %	10%
Estimated Annual Saving/Ccf/Customer	29
Lifetime of a Smart Controller	7.5 Years
Estimated Lifetime Saving/Ccf/Customer	216

Note www.h2ouse.com

Fontana Water Company Division
Conservation Programs
Annual Summary Report
July 1, 2009 - June 30, 2010

Water Saving

Water Conservation Program Description	Old Unit		New Unit		Saving	Duration	Uses Per Person/ Day	Saving Per Person/Per Day	Saving Per Household/ Per Day
Estimated Persons Per Household								3.5	
Conservation Kits									
Low Flow Aerator - Bathroom	2.5	gpm	1.5	gpm	1.0	1.0	5	5	17.5
Low Flow Aerator - Kitchen	3.5	gpm	1.5	gpm	2.0	4.0	2	16	56
Low Flow Showerhead	3.5	gpm	1.5	gpm	2.0	8.2	1	16.4	57.4
Estimated Household Water Saving - Daily								Gallons ("G")	130.9
Estimated Household Water Saving - Daily						1 AF = 325,851.43 G		Acre Foot ("AF")	0.0004
Estimated Household Water Saving - Annually								Acre Foot ("AF")	0.1466

Note www.h2ouse.com

APPENDIX Q

SECTIONS FROM IEUA'S "WATER USE EFFICIENCY BUSINESS PLAN", SEPTEMBER 2010

Inland Empire Utilities Agency

A MUNICIPAL WATER DISTRICT

Water Use Efficiency Business Plan

September 2010

Section 6 – Implemented Programs and Analyses

Over the past six years, IEUA has been successful delivering high volume water savings at an extremely low cost. During this period, over 54,000 acre-feet of water has been saved at a cost to IEUA of $54 per acre-foot. This equates to avoided purchases valued at $29 Million. The overall benefit to cost ratio is 16.3, an unusually high ratio for any water agency. IEUA leveraged outside funding at every opportunity securing over $9 million in program funding. The following section reviews these programs in detail.

There are eleven water efficiency programs that are currently being offered, or have recently been offered, to IEUA customers. Of the eleven, four of the programs have water savings that can be quantified. The remaining seven are education and outreach programs with water savings impacts that are largely unknown and difficult to quantify, but are deemed valuable to some extent.

The four programs with ***quantifiable water savings*** are:

1. Multi-family High Efficiency Toilet Direct Installation Program
2. Turf Removal Incentive Program
3. Save A Buck Incentive Program
4. SoCalWater$mart Incentive Program

Water savings for these programs can be calculated because they require the installation of water saving equipment or, in the case of the Turf Removal Program, the removal of grass. Water efficiency experts have studied these measures extensively in a variety of contexts and can reliably determine water savings for each. The seven ***educational and outreach programs*** are:

1. Landscape Evaluation Program
2. Ontario Cares Program
3. Inland Empire Landscape Alliance
4. Garden in Every School
5. National Theatre for Children Program
6. Regional Water Use Efficiency Outreach
7. No Water Waste Ordinance

Detailed program write ups (cut sheets) for the four quantifiable programs and descriptions of the educational programs are provided on the following pages.

Multi-family High Efficiency Toilet Direct Installation Program

Leveraging DWR grant money & MWD incentives, this program delivered the highest cost effectiveness ranking of all the programs. Pre-1992 properties are targeted for replacement of high volume toilets with new High Efficiency Toilets. The new fixtures and the installation are free to the property owner, in order to achieve a high response rate.

Funding	Funding was a major issue throughout the past years with the state suspending all bond-funded programs. Additionally, MWD funding ran out last fiscal year and will be limited in the upcoming year with a first come, first served funding format. Per unit funding for the current DWR grant is listed below. IEUA = $35.66 per toilet DWR = $83.34 per toilet MWD = $60-$165 (now $82.50)

Program Advantages	– Highest Cost Effectiveness Ranking of any IEUA program – Ease of operation – High water savings	**Program Disadvantages**	– Erratic Funding – Saturation Rate at **88 %**
Water Savings to Date	25,606 acre-feet PV = 16,352 acre-feet	**Remaining Potential**	12,582 units remaining 660 acre-feet per year 13,200 lifetime acre-feet
Measures	High Efficiency Toilets: mid-2007 – 2009 ULF Toilets: 2003 – mid-2007	**Target Customer**	- Multi-family property owners - Property management companies - Now target condos
Key Participants & Stakeholders	• IEUA & Agencies • Building owners • Residents • Manufacturers • Program Vendor • Installers	**Timeline**	2003-2009 DWR Grant: mid-2006-Present

Program Goals	DWR Grant remaining = 6,000 units	**Annual Production**	Avg: 4,100 toilets per year	**Active* & Passive** **20% Freeridership*	Active = 23,364 Passive = 67,774
Implementer	Bottom Line Utility Solutions	**Marketing Methods**	Postcard mailing	**Device per Unit Savings**	ULFT = 38 gpd HET = 47 gpd
Other Benefits	Reduced wastewater	**IEUA PV$ / PF Acre-feet**	ULFT = $81 HET = $41	**IEUA Net Present Value**	ULFT = $11.03 M HET = $2.63 M Total = $13.66 M
Program Costs	Total = $4.5 M IEUA = $1.6 M	**IEUA Cost/ Benefit Ratio**	ULFT = 11 HET = 24	**Participant Costs**	$0 cost

Water Wise Landscape Turf Removal Rebate Program

The Water Wise Residential Landscape Rebate Program encouraged customers to remove high water consuming turf and replace with alternative solutions such as low water using indigenous California plants and surfaces that allow for ground water infiltration and reduce runoff. Qualifying applicants were eligible to receive $2 per square foot of turf removed with a maximum incentive of $2,000. The program fostered 136 successfully completed landscape conversions, delivering a total aggregated amount of 182,446 square feet of turf removed. The Program ended on July 31, 2009.

Cost Effectiveness	Cost for both the utility, as well the participant is the major issue with turf removal. In order to obtain a significant response, customers should be offered $1.00 - $2.00 per square foot of turf removed. This would cover between 20-50% of the participant's costs. However it would result in a cost/benefit ratio of below .8. Although the customer may have reduced water and maintenance costs, their cost to benefit ratio would be well below .2.		
Program Advantages	– Market transformation – Highest potential water savings	**Program Disadvantages**	– Low utility cost effectiveness – High participant costs – Customers still want turf
Water Savings to Date	25.5 acre-feet per year 251 lifetime acre-feet	**Remaining Potential**	40,865 acre-feet
Measures	– Turf removal – Low water use plants – Low precipitation irrigation systems	**Target Customer**	- Single family customers - Could move to CII and Public Sector
Key Participants & Stakeholders	• IEUA & Agencies • Single Family Customers • Landscape Contractors • Nurseries and Home Improvement Stores	**Timeline**	2007 - 2009

Program Goals	Transform public's attitude and perception of low water using alternatives.	**Production**	136 customers 182,446 sq ft removed	**Active & Passive**	Not available
Implementer	IEUA	**Marketing Methods**	Workshops & Local Demo Gardens	**Device per Unit Savings**	.125 gpd sq. ft.
Other Benefits	– Reduced runoff – Market transformation	**IEUA PV$ / PF Acre-feet**	$240	**IEUA Net Present Value**	$(28,879)
Program Costs	$240,620	**IEUA Cost/ Benefit Ratio**	0.8	**Participant Costs**	$3-$5 per sq. ft.

Save A Buck Incentive Program

One of IEUA's key programs, the regional wide Commercial and Multi-family Save A Buck Program sponsored by MWD has grown over the years to include twelve different measure offerings for IEUA customers. MWD hires a regional vendor top operate the program.

Funding	Funding was a major issue throughout the year with MWD funding running out last fiscal year. MWD budgets are limited in the upcoming year with a first come, first served funding format. IEUA will need to promote the program to their customers early in the fiscal year so applications are in queue to be paid before funds run out.

Program Advantages	– 75% of funding from MWD – Ease of Implementation for IEUA – Water savings is 2nd highest of all programs		**Program Disadvantages**	– Uncertain MWD funding levels – Many measures do not have significant savings potential in IEUA territory	
Water Savings to Date Acre-feet (Lifetime PV)	ULFT Flushometers	2	**Remaining Potential (Acre-feet/Year)**		
	ULFT Tank	742			
	HETs	1,812		HETs	977
	Waterless Urinals	1,567		Waterless Urinals	305-457
	Conductivity Controllers	51		Conductivity Controllers	313
	HEWs	163		HEWs	101
	Water Brooms	168		Water Brooms	138
	WBICs	224		WBICs	2,718
	Synthetic Turf	33		Synthetic Turf	NA
	HENs	2		HENs	2,653
Measures	• ULFT and HET Tank and Flushometers • HE, ULV and Waterless Urinals • Conductivity and pH Controllers • High Efficiency Washers • Pre-rinse Spray Valves • Steam Sterilizers • Dry Vacuum Pump • Water Brooms • Weather Based Irrigation Controllers • Synthetic Turf • High Efficiency Nozzles		**Target Customer**	MWD marketed the program through trade allies.	
Key Participants & Stakeholder	• IEUA & Agencies • Com & MF Owners • Toilet Installation Contractors • Program Vendor		**Timeline**	2002 – Present	

Measure Production	FY 03-04	FY 04-05	FY 05-06	FY 06-07	FY 07-08	FY 08-09
ULFT Tank	-	5	1,133	379	9	1
HETs	-	-	-	1	1,916	1,554
Waterless Urinals	-	-	-	97	606	332
Conductivity Controllers	-	-	-	4	12	4
HEWs	111	26	83	140	48	19
Water Brooms	210	0	3	1	1	5
WBICs	-	-	22	16	6	57
Synthetic Turf	-	-	-	-	32,525	1,925
Rotating Nozzles for Pop Ups	-	-	-	-	65	43
Large Rotary Nozzles	-	-	-	-	-	120
Pre-rinse Spray Valves*	462	1	-	-	-	31

Measures	IEUA Total Costs	IEUA Cost per Acre-foot	IEUA Net Present Value	IEUA Benefit to Cost Ratio
ULFT Flushometers	$45	-	$172	-
ULFT Tank	$5,075	$7	$664,038	58
HETs	$345,045	$190	$1,434,224	5.2
Waterless Urinals	$0	$0	$1,525,465	-
Conductivity Controllers	$1,700	$33	$35,350	21.8
HEWs	$20,093	$123	$109,398	6.4
Water Brooms	$21,513	$128	$70,672	4.3
WBICs	$0	$0	$183,710	-
Synthetic Turf	$7,671	$234	$19,418	3.5
Rotating Nozzles- Pop Ups	$0	$0	$1,169	-
Large Rotary Nozzles	$0	$0	$6,014	-
Pre-rinse Spray Valves	$0	$0	$160,225	-

SoCalWater$mart Incentive Program

The Water Smart Program offers residential customer incentives for a menu of indoor and outdoor devices. It delivered the highest volume of savings of all programs offered over the last year. With seven program measures, the program saved 166 acre-feet for fiscal year 2008-2009.

Funding	Funding was a major issue throughout the year with MWD funding running out last fiscal year. MWD budgets are limited in the upcoming year with a first come, first served funding format. IEUA will need to promote the program to their customers early in the fiscal year so applications are in queue to be paid before funds run out.

Program Advantages	– Majority of funding from MWD – Ease of Implementation for IEUA – Water savings from Water Smart is the highest of all IEUA programs		**Program Disadvantages**	– Uncertain MWD funding levels – MWD does not continually market	
Water Savings to Date Acre-feet (Lifetime PV)	High Efficiency Toilets	898	**Remaining Potential (Acre-feet/Year)**	High Efficiency Toilets	5,161
	High Efficiency Clothes Washers	776		High Efficiency Clothes Washers	2,116
	Rotating Nozzles	33		Rotating Nozzles	4,066
	Weather Based Irrigation Controllers	151		Weather Based Irrigation Controllers	4,167
	Turf Removal	On-hold		Turf Removal	19,243
	Synthetic Turf	155		Synthetic Turf	NA
Measures	• High Efficiency Toilets • High Efficiency Clothes Washers • Rotating Nozzles- Pop Ups • Weather based Irrigation Controllers • Synthetic Turf		**Target Customer**	Retailer in-store promotional materials and salesperson training	
Key Participants & Stakeholders	• Customers • Manufacturers • Retailers • Landscape Equipment Suppliers		**Timeline**	2008 – Present	

Measures	*IEUA Total Costs*	*IEUA Cost per Acre-foot*	*IEUA Net Present Value*	*IEUA Benefit to Cost Ratio*
High Efficiency Toilets	$0	$0	$625,073	490
High Efficiency Clothes Washers	$0	$0	$89,852	-
Rotating Nozzles-Pop Ups	$0	$0	$24,932	-
Weather based Irrigation Controllers	$161,645	$1.067	$122,656	.8
Synthetic Turf	$49,246	$234	$131,134	3.6

Incentive Dollars

Device	*MWD Rebate*	*IEUA Add-on*	*Total Customer Rebate*
HET	$50	$35	$85
HECW	$	$60	$110
Nozzles	$4	$2	$6
Synthetic Turf	$0.30	$0.45	$0.75
WBIC	$80	$45	$125

Education and Outreach Programs

Below is a description of the education and outreach programs currently or recently offered by IEUA:

1. Landscape Evaluation Program	The Landscape Water Evaluation Program provides landscape evaluations, recommendations and education to commercial, institutional and industrial customers within the IEUA service area on water efficient irrigation practices.
2. Ontario CARES	The Ontario CARES Program improves eligible Ontario homes located in designated focus areas with California Friendly® landscaping designed to blend native and drought-tolerant plants, trees and groundcover into attractive, low-maintenance and water saving yards.
3. Inland Empire Landscape Alliance	The Landscape Alliance coordinates development and implementation of the Chino Basin Water Efficient Landscape Model Ordinance. The Alliance is currently developing manuals to support the implementation of adopted landscape ordinances.
4. Garden-In-Every School ®	Garden-In-Every School educates elementary school-age children, their families, school staff and community members about wise water usage through the establishment of thematic school gardens that feature drought tolerant plants and efficient irrigation methods that are aligned with state curriculum standards.
5. National Theatre for Children	The National Theatre for Children is a live interactive theatre performance that advances water and environmental awareness, and introduces simple water conservation practices that students can incorporate into their daily lives and at home.
6. Regional Water Use Efficiency Outreach	Regional Water Use Efficiency Outreach is a regional public outreach campaign aimed at encouraging the public to make lifestyle changes that save water.
7. No Water Waste Ordinance	IEUA assisted member agencies in updating and adopting No Water Waste Ordinances in order to educate customers and eliminate waste. Typical ordinances prohibit certain water uses and irrigation practices and provide specific enforcement and penalty mechanisms.

Section 7 - Potential Programs, Analyses and Final Program Selection

The next step in the process was to create a comprehensive list of programs and measures that corresponded to IEUA's water demand and measure potential as an efficiency solution. At this stage of the process all possibilities were listed, with the understanding that many of these programs would not make the final cut.

The design team examined the remaining market opportunities, including the predominant customer segments, technologies available and retail water agency needs. They next analyzed strong delivery options for each market opportunity and created viable program concept designs. These new program designs were created to "fill in the gaps" in addressing IEUA's water demand profile. The new potential programs were then added into the mix for consideration, along with the existing programs with quantifiable water savings, for a list of fourteen program possibilities.

Over the next fiscal year, IEUA will continue funding several of the existing educational programs, with the exception of the Ontario Cares, which concluded in December 2009. Since these are not programs with quantifiable water savings, they were not included in the following analysis. The List of Potential Programs is below:

Residential Sector	***Reason***
IEUA Administered HET Incentive Program	Cost effective program with high water savings when replacing high water use fixtures.
Multi-family Toilet Direct Installation Program*	High cost effectiveness and water savings.
Multi-family Submetering Incentive Program	Saturation is low and potential water savings are high volume.
SoCalWater$mart Incentive Programs*	Majority of funding from MWD. Ease of operation for IEUA.
CII Sectors	***Reason***
Comprehensive Restaurant Program	Large target of potential customers. High water savings for plumbing fixtures due to high foot traffic.
Industrial Process & Cooling Tower Survey & Incentive Program	High volume of water savings, drives market for water reuse.
Public Sector Program	High number of public agency properties within IEUA territory. Typically large landscape properties.
Save A Buck Incentive Program*	Cost effective program. 75%+ of funding from MWD. Ease of operation for IEUA.

Large Landscape Sector	*Reason*
GeoSmart Landscape Finance Program	More cost-effective approach to turf removal. Allows all size landscape customers to participate. Good finance terms offered.
Smart Controller Direct Installation Program	Targets largest water use in IEUA's territory and has high water savings per site.
Water Budget Program	Targets landscape market and is extremely cost effective. Educated customers will see opportunity for savings and implement projects on their own.
Turf Removal Program*	Significant impact on market transformation. Very high potential for water savings.
Landscape Evaluation Program*	IEUA would be able to target highest water consuming landscape customers and motivate them to make water use efficiency improvements.
High Efficiency Nozzle Distribution Program	Cost effective program and large number of pop up heads to be retrofitted. Program has great savings potential and is easily scalable to larger productivity if needed.

**denotes an existing program*

Figure 39: List of Potential Programs by Sector

On the following pages are program "cut sheets" for the 14 potential programs under consideration in the WUE program portfolio. Each cut sheet provides a program description, measure(s) offered, target customer segments, marketing methods, delivery mechanisms, production numbers, program costs and economic evaluation results.

IEUA Administered High Efficiency Toilet Incentive Program

MWD eliminated high efficiency toilet rebates under the SoCalWater$mart Program.

MWD now only funds through member agency implemented methods. MWD will be allocating a portion of funds to each agency based upon total urban water demand. For fiscal year 2010/11 the total MWD member agency implemented program budget is $5.5 million, of which IEUA will receive only a small portion.

The HET Incentive Program would offer single family customers a $100 rebate for the purchase of an HET. The program would be administered internally by IEUA. Marketing would include general advertising and web postings.

Program Advantages:

- **Cost effective program**
- **Water savings is high when replacing high water use fixtures**

Program Disadvantages:

- **Market is saturated at 75% with ULFT & HET retrofits**
- **Would use up MWD Member Agency implemented program budget**
- **Program not considered innovative or landscape-focused**
- **Decreases potential recycled water supply**

Funding	$50.00 from MWD + $50.00 IEUA = $100.00 Note: MWD funding is not guaranteed.				
Measures	High Efficiency Toilets		**Target Customer**	Single family homes built prior to 1992	
Potential for IEUA Service Area	121,021 non-ULFT or HET fixtures 5,161 acre-feet per year		**Water Savings per Device**	0.03345 acre-feet per year (10,901 gpy) 20 year life = 0.669 acre-feet	
Program Delivery	IEUA will administer the rebate program internally.		**Marketing**	Marketed through direct mail, IEUA website, and general outreach.	
Annual Production	1,000 units		**Program Goals**	Program would run through 2014 when code requires HETs 3,000 unit goal	
Other Benefits	Wastewater reduction	**Utility Cost per AF**	$112	**Participant Costs**	$100
Program Costs	Annual Budget $62,500	**Utility Cost/ Benefit Ratio**	12.35	**Participant Cost / Benefit Ratio**	6.53

Multi-family Toilet Direct Installation Program

Leveraging DWR grant money & MWD incentives, this program delivers the highest cost effectiveness ranking of all the programs. Pre-1992 multi-family properties are targeted for replacement of high volume toilets with new high efficiency toilets.

The new fixtures and the installation are offered to the customer at a significantly subsidized price of $24 per fixture. The program began in 2007 and is currently being administered by BottomLine Utility Solutions, Inc. BottomLine is marketing and installing the remaining 6,000 units from the grant. Because the market is saturated they are attempting to target condos. They expect to do 3,000 units in FY 2009/10 and the remaining 3,000 in FY 2010/11.

Program advantages:

- **High cost effectiveness ranking**
- **Ease of operation**
- **High water savings**

Program disadvantages:

- **Erratic funding**
- **Saturation rate is at 88% for multi-family toilets**
- **Reduces potential recycled water supply**

Funding	Funding was a major issue throughout the past years with the state suspending all bond-funded programs. Additionally, MWD funding ran out last fiscal year and is limited to 50% for the remaining units. Per unit funding for the current phase is listed below. IEUA = $35.66 per toilet DWR = $73.34 per toilet MWD = $82.50 per toilet

Measures	High Efficiency Toilets		**Target Customer**	• Multi-family property owners • Property management companies • Present targets are condo properties	
Potential for IEUA Service Area	• 12,582 units remaining • 660 acre-feet per year • 13,200 lifetime acre-feet		**Water Savings per Device**	0.0425 acre-feet per year (13,848 gpy) 20 year life = .85 acre-feet	
Program Delivery	Outsourced to BottomLine Utility Solutions		**Marketing**	Direct sales to property owners and managers	
Annual Production	3,000 HETs		**Program Goals**	DWR Grant remaining for FY 2010/11 = 3,000 units	
Other Benefits	Wastewater reduction	**IEUA Cost per Acre-Foot**	$78	**Participant Costs**	$24 per fixture
Program Costs	Annual Budget $106,980	**IEUA Cost/ Benefit Ratio**	12.64	**Participant Costs**	16.51

Multi-family Submetering Program

Submetering multi-family individual units:

- **Makes residents responsible for their own water use**
- **Encourages residents to fix or report leaks**
- **May help keep rents low because water costs are separated out**
- **Can reduce water use by 20% or more**

IEUA would pilot an incentive program targeting multi-family property owners and encouraging them to install submeters for each dwelling unit. The property owner would receive the incentive, purchase and install the meters on their own and be responsible for billing their tenants. It is well documented that residents with master metered water supply use more water and have little motivation to initiate water efficiency retrofits within their home. By reconfiguring the metering to remove the master meter and install individual meters, the end-user will now have a vested interest in reducing their usage.

The customer would be offered $675 incentive for each meter.

Program Advantages:

- **Market is unsaturated**

Program Disadvantages:

- **Requires incentive to motivate property owners is expensive**
- **Billing the tenant adds a complicated process onto the building owner**
- **Unknown life of savings**
- **Decreases potential recycled water supply**

Funding	No outside funding is currently available.				
Measures	Multi-family submeters		**Target Customer**	Multi-family building owners	
Potential for IEUA Service Area	53,054 multi-family dwelling units		**Water Savings per Device**	-20% of water use -Average of 0.0245 acre-feet per year per dwelling unit (8.000 gpy) -Unknown life of savings	
Program Delivery	Internally administered by IEUA		**Marketing**	Marketed through direct outreach to multi-family property owners	
Annual Production	1 year pilot 144 units		**Program Goals**	Long term goals would be determined after pilot results are evaluated	
Other Benefits	Wastewater reduction	**IEUA Cost per Acre-Foot**	$1,954	**Participant Costs**	$430 per meter
Program Costs	Annual Budget $82,650	**IEUA Cost/ Benefit Ratio**	0.52	**Participant Cost / Benefit Ratio**	1.07

SoCalWater$mart Incentive Program

The SoCalWater$mart Program offers residential customer incentives for a menu of indoor and outdoor devices. The program is operated by EGIA, MWD's regional vendor. Last year, the program delivered the highest volume of savings of all programs. MWD will continue the program through FY 2010/11 with several programmatic changes including the following:

-High efficiency toilet incentives have been eliminated

-High efficiency washer incentive increased from $50 to $85, however agencies must provide matching funds

-Multi-family customers are now eligible for high efficiency washer incentives

-Synthetic turf incentives have been eliminated

-The pressure regulator requirement for nozzles has been removed and the incentive has been reduced from $4 to $3 per nozzle

MWD has been cautious about marketing the program due to the increased demand last year and subsequent budget overruns. It will be necessary to augment MWD marketing activities in order to ensure participation. Marketing could focus on the landscape products. In addition, IEUA will augment the incentives as detailed in the chart on the following page.

Program Advantages:

- **Majority of funding from MWD**
- **Ease of Implementation for IEUA**
- **High efficiency clothes washer incentives provide good PR with customers and additional incentives are available from energy utilities**

Program Disadvantages:

- **Uncertain MWD funding levels**
- **MWD does not continually market**

Funding	Funding was a major issue throughout the year with MWD funding running out last fiscal year. MWD budgets are limited in the upcoming year with a first come, first served funding format.		
Measures	• High Efficiency Clothes Washers, 4.0 water factor or better • Weather Based Irrigation Controllers • High Efficiency Nozzles	**Target Customer**	• Retailer in-store promotional materials and salesperson training • Irrigation distributor in-store promotional materials and contractor training
Potential for IEUA Service Area	• 135,610 single family clothes washers • 12,849 multi-family clothes washers	**Water Saving per Device**	HECWs = 0.0157 af / year (5,110 gpy) 10 year life = 0.15682 af WBICs = 0.04145 af / year (13,505 gpy) 10 year life = 0.4145 af Nozzles = 0.004 af / year (1,303 gpy) 5 year life = 0.02 af

Incentive Dollars			
Device	**MWD Rebate**	**IEUA Add-on**	**Total Customer Rebate**
High Efficiency Clothes Washers	$85	$85	$170
Weather Based Irrigation Controllers	$80	$45	$125
High Efficiency Nozzles	$3	$2	$5

Annual Production	-2,000 High Efficiency Clothes Washers -15 Weather Based Irrigation Controllers -1,500 High Efficiency Nozzle		Program Goals	*5 Year Program Implementation* -10,000 High Efficiency Clothes Washers - 75 Weather Based Irrigation Controllers -7,500 High Efficiency Nozzles	
Other Benefits	Reduced runoff for landscape measures	**IEUA Cost per Acre-foot**	HECW = $551 WBIC = $124 Nozzle = $106	**Participant Costs**	HECW = $630 (incremental after incentive) WBIC = $435 + annual signal fee Nozzle = $1
Program Costs	<u>Annual Budget</u> $226,500 -Single Family = $23,00 -Commercial= $52,500 -Dedicated = $150,000	**IEUA Cost/ Benefit Ratio**	HECW = 1.81 WBIC = 7.63 Nozzle = 8.31	**Participant Cost / Benefit Ratio**	HECW = 0.58 WBIC = 0.88 - without subscription 0.45 with subscription Nozzle = 19.37

Comprehensive Restaurant Program

IEUA's service territory has over 1,300 restaurants offering a healthy number of sites to target for a pilot program. Restaurant restrooms have extremely high foot traffic, making toilets and faucets key measures to target. IEUA would conduct a pilot program for this market. The program would include direct installation of high efficiency toilets and faucet aerators. The program would also include marketing incentives for urinals and food steamers offered through MWD's Save A Buck Program. These incentives would be paid directly to the customer.

The program has several advantages:

- **Large target of potential customers**
- **High water savings for plumbing fixtures due to high foot traffic**

Disadvantages are:

- **Flush valve toilets and installations are expensive**
- **Decreases potential recycled water supply**

Funding	MWD incentive of $50 per HET may be available. In addition, MWD incentives for food steamers and urinals will probably be available.				
Measures	• High Efficiency Toilets • Faucet Aerators • Ultra Low Water Urinals • Connectionless Food Steamers		**Target Customer**	• Large restaurants • Restaurants with bars • Fast food restaurants	
Potential for IEUA Service Area	1,398 restaurants	**Water Savings per Device**	HETs = 0.0425 af/year (13,870 gpy) 20 year life = 0.85 acre-feet		
Program Delivery	Outsourced to contractor to solicit customers and install fixtures.		**Marketing**	Door-to-door sales	
Annual Production	1 year pilot -25 restaurants -50 toilets -50 faucets		**Program Goals**	Goals to be determined based upon results of pilot	
Other Benefits	Wastewater reduction	**IEUA Cost per Acre-Foot**	$1,011	**Participant Costs**	$0
Program Costs	Annual Budget $30,000	**IEUA Cost/ Benefit Ratio**	1.45	**Participant Costs**	NA

Industrial Process & Cooling Tower Audits & Incentive Program

The program will focus on two opportunities for major water savings:

1) Industrial Process

2) Cooling Towers

Surveys and Incentives will be offered to qualifying commercial and industrial customers.

Cooling Towers

There are three categories of cooling tower upgrades:

1. **Maximize performance through low cost measures-**
   A standard conductivity controller can be used to monitor the water chemistry and reduce the amount of blowdown and make-up water. Installing a new conductivity controller and increasing the cycles of concentration to 3 to 3.5 cycles can save a significant amount of water. A standard controller costs ranging $400 to $800.
2. **Upgrade cooling tower system with mid-level cost measures by adding a pH controller-**
   A pH controller is a more sophisticated type of controller that monitors the pH of the water. The pH controller combined with acid-based chemical treatment can push the cycles of concentration to 5 to 7 cycles. This upgrade, although higher in initial costs than Category 1, typically yields much higher savings. The costs of a pH controller range from $2,400 to $4,000.
3. **Upgrade cooling tower system with high level technologies – There are an array of ultra high efficiency options available today. Options might include:**
   a) **Installation of a water softening system**
   b) **Utilization of recycled water for the cooling tower**
   c) **Water from other equipment within a facility can be recycled and reused for cooling tower make-up.**

Industrial Process Water Use

Industrial process water use comprises approximately 3.2% of all demand in IEUA's service territory (13% of CII usage), yet few programs have been directed at the process water use industry. Five industry sectors offer the most promising opportunities for water efficiency improvements:

- **Food processing**
- **Textiles**
- **Fabricated metals**
- **Electronics**
- **Industrial laundries**

Cooling tower and industrial programs have had low participation mostly due to poor marketing, low incentives and lack of assistance through the implementation process. The industrial program will target the five sectors listed above. Customers using over 6 million gallons per year will be contacted and offered a survey. The engineer will focus on the best bang-for-the-buck retrofits for the customer and the program. For this reason, the Industrial process surveys will include two levels of surveys, the Walk-through Survey and the Comprehensive Survey. The Walk-through Survey will be limited in scope and identify if there are cost effective opportunities and if so, which ones should be further flushed out. The Comprehensive Survey will focus on the selected projects and provide details on the project, diagrams of the system modifications, projected savings, the payback and the next steps. In order to achieve 1 water savings project it will be necessary to conduct 6 Walk-

through Surveys of which 3 turn into Comprehensive Surveys and 1 customer implements the recommendation.

Cooling tower customers will receive a simple report detailing customer costs vs. benefit and payback, as well as education on the retrofit options.

Traditional programs have failed to support the customer once the survey is delivered. For the program, the report will be delivered on site after which a trained technical program staff person will follow up with the customer on continuous basis. The follow up will include assistance in finding vendors, generating bid requests, and evaluating bids.

Program advantages:

- **Large water savings per site**
- **Program drives the market for process water reuse and water reduction products and services**

Program disadvantages:

- **Low opportunity for process water use reduction in IEUA territory (except specific agencies)**
- **High initial survey costs**
- **Large incentive required in order to drive down payback to under 2 years**
- **Decreases potential recycled water supply**

Funding	MWD funding may be available for: • Standard Cooling Tower Conductivity Incentive = $625 • pH Cooling Tower Controller Incentive = $1,900 IEUA Performance Incentive = $3.00 per 1,000 gallon saved (MWD may fund after FY 2010/11)		
Measures	-Cooling tower conductivity controllers -Cooling tower ph controllers -Industrial process water reuse technologies	**Target Customer**	Office buildings over 3 stories for cooling towers upgrades. Manufacturing sites for process water and cooling tower upgrades. Food processing, textiles, fabricated metals, electronics and industrial laundries for process water use reduction for sites using over 6 million gallons per year
Potential for IEUA Service Area	-892 manufacturing sites -275 cooling towers	**Water Savings per Device**	Standard CT conductivity controller = .644 af/year (209,848 gpy) with 5 year life = 3.22 af lifetime CT pH controller= 1.944 af/year (633,345 gpy) with 5 year life = 9.72 af lifetime Industrial process = 20% of use Average of 3.68 af/year (1.2 million gpy)
Program Delivery	Outsource to qualified engineering firm	**Marketing**	Telesales to business owners, managers & industrial customers Co-sales with water treatment companies for cooling tower measures

Annual Production	– 3 cooling towers per year – 1 process water use reduction		**Program Goals**	*5 Year Program Implementation* – 15 cooling towers – 5 process water use reduction	
Other Benefits	Wastewater reduction (customer benefit)	**IEUCA Cost per Acre-Foot**	Industrial = $7,291 Cooling Towers = $164	**Participant Costs**	Industrial =$285,000 Cooling Towers = $4,000
Program Costs	• $1,500 per CTCC Survey • $2,000 per Walk-through Survey • $10,000 per Comprehensive Survey • $100,000 average Industrial incentive • $1,900 average CTCC incentive <u>Annual Budget</u> Industrial = $126,250 Cooling Tower = $4,500	**IEUA Cost/ Benefit Ratio**	Industrial = 0.12 Cooling Towers = 5.39	**Participant Cost/ Benefit Ratio**	Industrial = 0.12 Cooling Towers = 5.39

Public Sector Incentive Program

There are 1,407 institutional account (not including public sector dedicated irrigation meters accounts) including 206 schools, 27 colleges and 7 cities. Due to budget constraints, most public sector customers will not implement water use efficiency measures unless the costs are minimal. This program would be built off the success of Metropolitan Water District's Public Sector Program and offer cities, counties, state and federal agencies increased incentives to purchase and install landscape water saving devices. Program could also include private schools.

Incentive amounts would be based upon $500 per acre-foot of water saved (or the average price of the product and installation) and would be given upfront to eliminate the cash requirement that is a barrier with customer participation especially for public sector customers. $500 per acre-foot appears to be the amount necessary to motivate the public sector customers.

The incentive would focus on landscape measures. Upfront incentives would include:

- **Weather Based (and Central) Irrigation Controllers - $64 per stations**
- **High Efficiency Nozzles for Pop-Up Spray Heads - $8 per nozzle**

The public agency would install and maintain the equipment as their contribution.

Many public sector customers have received landscape evaluations through the LEEP or MWD Public Sector program. First priority marketing would be to follow up with those customers to ascertain what they have done, what the barriers are and offer the increased incentive.

Program should include follow up to verify irrigation controllers, specifically the central systems, are installed and using the weather based functionality.

Program Advantages:

- **Excellent response to MWD's Public Sector Program**
- **Provides goodwill to public agencies**
- **Public agencies cannot initiate conservation projects without increased incentives and upfront dollars**
- **High volume of public agency properties within IEUA territory**
- **Doesn't impact recycled water supply**

Disadvantages:

- **Need customer follow-up to ensure that central irrigation control systems are installed and programmed accurately to use weather based functionality**
- **Central irrigation control systems are expensive. Many were done under the MWD Public Sector Program**

Funding	MWD funding may be available: • $25 per valve for Smart Controllers • $3 per nozzle

Measures	-Smart or Central Irrigation Controllers -High Efficiency Nozzles for Pop-up Spray Heads		**Target Customer**	-Cities & Counties -Schools -State and Federal Agencies	
Potential for IEUA Service Area	-1,407 institutions -206 schools -27 colleges		**Water Savings per Device**	WBICs = 0.0129 af/year/station (4,203 gpy/station) 10 year life = .129 af/station High Efficiency Nozzles = 0.004 af/year/nozzle (1,303 gpy/nozzle) 5 year life = .02 af/nozzle	
Program Delivery	Internally administered by IEUA		**Marketing**	Telesales to public agencies	
Annual Production	- 25 Controllers per year - 500 Nozzles		**Program Goals**	*5 Year Program Implementation* - 125 Controllers - 2500 Nozzles	
Other Benefits	Reduced runoff	**IEUA Cost per Acre-Foot**	WBIC = $355 Nozzles = $292	**Participant Costs**	WBIC = $5,964 Nozzles = $0
Program Costs	Annual Budget WBICs = $24,000 Nozzles = $2,750 Total = $26,750	**IEUA Cost/ Benefit Ratio**	WBIC = 2.67 Nozzles = 3.02	**Participant Cost/ Benefit Ratio**	WBIC = .35 Nozzles = NA

Commercial Save A Buck Program

The Save A Buck Program offers commercial customers incentives for a menu of indoor and outdoor devices. The program is operated by MWD's regional vendor. The next phase of the program will include several changes:

- **Multi-family high efficiency toilet incentives have been eliminated**
- **Tank type toilet incentives remain at $50 per HET**
- **Flush valve type HET incentives are increased to $75**
- **Multi-family washers moved to Residential SoCalWater$mart Program**
- **Ultra low volume urinal incentives reduced from $200 to $100**
- **Waterbroom incentives limited to food service and schools**
- **Incentives for synthetic turf and steam sterilizers eliminated**
- **The pressure regulator requirement for nozzles has been removed and the incentive has been reduced from $4 to $3 per nozzle**

IEUA will add additional funds to targeted technologies as detailed in the chart on the following page. In addition IEUA should consider working with the local trades, specifically irrigation suppliers and landscape contractors to provide education on the program and tools to assist in selling water use efficiency measures.

Program Advantages:

- **75% of funding from MWD**
- **Ease of Implementation for IEUA**
- **Cost effective**

Program Disadvantages:

- **Uncertain MWD funding levels**
- **Trade allies do not market program equitably among all MWD agencies**
- **Many measures do not have significant savings potential in IEUA territory**

Funding	Funding was a major issue throughout the year with MWD funding running out last fiscal year. MWD budgets are limited in the upcoming year with a first come, first served funding format. IEUA will need to promote the program to their customers early in the fiscal year so applications are in queue to be paid before funds run out.

Program Measures

Measure	Savings per device (acre-feet per year)	Device Lifetime (years)	Lifetime Savings (acre-feet)
High Efficiency Toilets	0.0425	20	0.85
Ultra Low Volume Urinals	0.1227	20	2.454
Conductivity Controllers	0.644	5	3.22
pH Controllers	1.944	5	9.72
Food Steamers	0.25	10	2.5
Ice Machines	0,154	10	1.54

	Measure	Savings per device (acre-feet per year)	Device Lifetime (years)	Lifetime Savings (acre-feet)
	Waterbrooms	0.1534	5	0.767
	Dry Vacuum Pumps	0.0916	7	0.641
	Weather Based irrigation Controllers (per station)	0.0129	10	0.129
	High Efficiency Nozzles	0.004	5	0.02

Incentive Dollars

Measures	***Annual Production per Measure***	***Program 5 Year Goals***	***MWD Incentive***	***IEUA Add-on***	***Total Customer Rebate***
High Efficiency Tank Type Toilets	100	500	$50	$45	$95
High Efficiency Valve Type Toilets	100	500	$75	$45	$120
Ultra Low Volume Urinals	100	500	$100	$100	$200
Conductivity Controllers	1	NA	$625	$0	$625
pH Controllers	1	NA	$1,900	$0	$1,900
Food Steamers	1	NA	$485	$0	$485
Ice Machines	1	NA	$300	$0	$300
Waterbrooms	1	NA	$150	$0	$150
Weather Basined Irrigation Controllers	10	50	$25 per station	$25 per station	$50 per station
High Efficiency Nozzles	100	500	$3 per nozzle	$2 per nozzle	$5 per nozzle
Program Delivery	MWD administered through outside vendor		**Marketing**	Through trade allies such as plumbing fixture suppliers and installation contractors, irrigation equipment suppliers, landscape contractors	

Economic Evaluation					
Measures	**Annual Budget**	**IEUA Costs per Acre-Foot**	**IEUA Cost/Benefit Ratio**	**Participant Costs**	**Participant Cost/Benefit Ratio**
High Efficiency Tank Type Toilets	$4,500	$87	11.8	$85	9.89
High Efficiency Valve Type Toilets	$4,500	$87	11.8	$410	2.05
Ultra Low Volume Urinals	$10,000	$46	25.1	$500	7.25
Conductivity Controllers	$0	NA	NA	$800	3.17
pH Controllers	$0	NA	NA	$2,100	1.87
Food Steamers	$0	NA	NA	No incremental costs	NA
Ice Machines	$0	NA	NA	$50 incremental costs after rebate	948.32
Waterbrooms	$0	NA	NA	NA	NA
Weather Basined Irrigation Controllers	$6,000	$222	4.27	$450 plus $82 annual fee	2.02
High Efficiency Nozzles	$200	$106	8.31	$1 per nozzle	15.74
Total	$25,200				

GeoSmart Landscape Finance Program

Landscape upgrades can cost well into the thousands of dollars to implement and many single family homeowners do not have the upfront money required. Through the Landscape Finance Program, eligible single family customers are offered financing through GE Capital (administered by EGIA) to conduct landscape water use efficiency upgrades.

The program will primarily target the following combined measures:

- **Turf removal**
- **Installation of low water using plants and**
- **Retrofit to low precipitation irrigation systems**

If customer is not interested in turf removal and low water use plants then they have the option of the following measures:

- **Irrigation system replacement**
- **Installation of smart controllers**
- **Nozzle retrofit to high efficiency nozzles**

The programs incentive funds are used to buy-down the interest rate. The goal is to get the interest rate below 10%. Other programs have shown that 7.99% is deemed a competitive rate by customers.

A key to success will be to bring on board several qualified contractors as program partners. This will be done as a cooperative effort with Western MWD. Contractors will be educated on the value of water efficiency measures; up selling the customer, and building a new line of revenue stream through water efficiency. They will be provided with sales tools including brochures and cost/benefit calculators. Contractors must qualify to participate in the program. Qualifications include 3 years of business, $250,000 in annual sales, satisfactory trade and credit references, as well as licensing and insurance as required by law. Water agencies can elect to provide additional marketing and provide leads to appropriate contractors.

The GeoSmart Loan Program offers:

- **Loans from $1,000 - $25,000**
- **3.99 – 9.99% APR (depending on buy-down amount)**
- **1.25% payment factors to keep customer payments low**
- **100% unsecured financing (no liens)**
- **No closing costs or prepayment penalties**
- **Instant in-home approval**
- **Program branded credit applications**
- **Quick contractor direct funding (wire transfer)**
- **No financial risks to IEUA**

Program Advantages:

- **Targets customers not deemed cost effective such as smaller lot size**
- **Promotes large scale retrofits**
- **Educates the contractor market and builds a new business line for them**
- **Provides customers with options**
- **Financing terms are some of the best in the industry today**
- **Doesn't impact recycled water supply**

Program Disadvantages: • **High up-front cost** • **Does not target the many non-licensed contractors performing services within IEUA territory** • **Unknown contractor and customer response**					
Funding & Costs	• $50,000 start up • $35 administration fee per loan • $255 to buy down turf removal (sample) • $206 to buy down smart controller and nozzles (sample) • IEUA will continue to apply for grants				
Measures	• Turf removal • Low water using plants • Low precipitation irrigation systems • Smart controllers • High efficiency nozzles		**Target Customer**	Single family customers	
Potential for IEUA Service Area	82,000 of single family homes with turf and irrigation systems	**Water Savings per Device (acre-feet)**	Turf Removal =.0732 afy / sq ft (23,852 gpy) 10 year life = .732 af / sq ft WBICs = 0.0325 afy / acre (10,590 gpy / acre) 10 year life = 0.325 af / acre Nozzles = 0.004 afy / nozzle (1,303 gpy) 5 year life = 0.02 af / nozzle		
Program Delivery	EGIA will administer loan program RSG will conduct contractor outreach		**Marketing**	Contractor conducts direct sales to consumer	
Annual Production	• 100 homes for turf removal • 100 smart controllers • 5000 high efficiency nozzles		**Program Goals**	*5 Year Program Implementation* • 500 homes for turf removal • 500 smart controllers • 25,000 high efficiency nozzles	
Other Benefits	Reduced runoff & market transformation	**IEUA Cost per Acre-Foot**	Turf = $454 WBIC = $339	**Participant Costs**	Turf = $60 / month for 60 months WBIC = $30 / month for 45 months
Program Costs	Annual Budget Turf = $29,000 WBIC =48,200 Total = $77,200	**IEUA Cost/ Benefit Ratio**	Turf = 2.09 WBIC = 2.8	**Participant Cost/Benefit Ratio**	Turf = 0.14 WBIC = 0.56

Smart Controller Direct Installation Program

The largest water consumption sector in IEUA's service territory is landscape water use, which accounts for an estimated 69% of the total water demand. The ultimate goal of the Smart Controller Direct Installation Program is to reduce water consumption in landscape irrigation through direct installation of smart controllers and high efficiency nozzles for irrigated landscapes greater than 1 acre. This program will target each retail agency's highest single family water use customers through use of GIS mapping or assessor data to identify parcels. As an addition, and in order to reduce overhead costs, commercial and dedicated irrigation customers will be included under the program.

The Program Contractor would market the program to targeted customers, audit the irrigated landscape, and oversee installation of the products. A follow-up site visit by the Program Contractor would verify the installation to ensure water savings are maximized and customer issues reduced.

Program advantages:

- **Targets largest water use in IEUA's territory**
- **High water savings per site**
- **Focuses on landscape water use efficiency market**
- **Doesn't impact recycled water supply**

Program disadvantages:

- **Limited number of large residential customers**
- **Program model does not aggressively transform the market…only one contractor**

Funding	MWD incentive of $25 per valve may be available.			
Measures	-Smart Controllers -High efficiency nozzles for pop up spray heads		**Target Customer**	-Residential customers with 1 acre + of irrigated landscape -Commercial customers with 3 acres + of irrigated landscape -Dedicated irrigation meter customers
Potential for IEUA Service Area	- 1,116 single family sites 1-1.5 acres - 283 single family sites with 1.5 acre+ - 5,177 dedicated irrigation meter accounts	**Water Savings per Device**	WBICs = 0.0325 acre-feet per acre (10,590 gpy) 10 year life = 0.325 acre-feet per acre Nozzles = 0.004 acre-feet per nozzle (1,303 gpy) 5 year life = 0.02 acre-feet per nozzle	
Program Delivery	Outsourced to landscape contractor		**Marketing**	-Initial introductory letter -Telesales to target customers -Email follow up

Annual Production	- 145 controllers per year - 9,400 nozzles per year - 20 single family sites - 75 dedicated irrigation meter customers - 50 commercial customers		**Program Goals**	*5 Year Program implementation* -725 smart controllers -47,000+ nozzles	
Other Benefits	Reduced runoff	**IEUA Cost per AF**	Single Family = $224 Commercial= $205 Dedicated = $195	**Participant Costs**	*Annual Signal Fee* of Single Family = $48 Commercial = $82 Dedicated =
Program Costs	<u>Annual Budget</u> $226,500 -Single Family = $23,00 -Commercial= $52,500 -Dedicated = $150,000	**IEUA Cost/ Benefit Ratio**	Single Family = 4.23 Commercial= 4.63 Dedicated = 4.87	**Participant Cost / Benefit Ratio**	Single Family = 4.23 Commercial= 4.63 Dedicated = 4.87

Water Budget Program

A water budget is the calculated amount of water a customer needs for their site for a specific month. A Water Budget Program (not Water Budget Rate Structure) would provide customers with information on their monthly or bi-monthly usage vs. budget allocation. Each customer would be given a water budget allocation based on their lot size and the local weather. The water budget allocation would vary monthly based on seasonal outdoor watering needs.

Customers would be sent a report via US mail or email with detailed information on their site and their monthly budget vs. their actual use. The water budget provides information and guidance as to reasonable water usage for a customer's site. The budget is a tool customers can use to make informed choices about their water usage each month. If a customer is over their budgeted amount they would be given a list of recommendations and next steps.

The program would begin by targeting dedicated irrigation meter customers and could move to single family customers.

Lot sizes would be calculated using GIS or Google Pro for 60% of the sites, the remaining 40% would require a site visit (or we could have customers provide self reported acreage). A vendor would be hired to collect the water usage from each respective water agency, enter the acreage and local weather data, calculate the budget and generate the customer report. This could be a onetime annual report or could be sent bimonthly.

The MWDOC Landscape Certification Program saw reduction of 20% through implementation of a similar program.

Program Advantages:

- **Targets landscape market to aid in market transformation**
- **Educated customers will initiate changes on their own with sustainable savings**
- **Doesn't impact recycled water supply**

Program Disadvantages:

- **No verifiable water savings (unless there is a follow up inspection)**
- **Savings duration is unknown**
- **Site ownership changes could reduce water savings if modifications in water use were behavioral or temporary (i.e. irrigation schedule)**
- **MWD does not fund water budget programs since they are not device driven**

Funding	• 100% funded by IEUA		
Measures	Water budget report and continue communication	**Target Customer**	-Dedicated irrigation meter accounts -Could move to single family customers
Potential for IEUA Service Area	• 5177 dedicated irrigation meter customers • 30,671 acre-feet per year demand • Total potential for irrigation meter customers (20% reduction)= 6,134 AF/year	**Water Savings per Device**	• 20% reduction per meter • Average of 1.18 acre-feet per dedicated meter account

Program Delivery	Outsource program delivery		**Marketing**	Direct mail followed by phone outreach	
Annual Production	500 dedicated irrigation meter accounts per year		**Program Goals**	*5 Year Program Implementation* 50% of all dedicated irrigation meter accounts	
Other Benefits	Reduced runoff	**IEUA Cost per Acre-Foot**	$23	**Participant Costs**	$100 per year for repairs, etc.
Program Costs	$120 per meter to measure site $2.00 per meter per month to communicate budget to customer <u>Annual Budget</u>: $120,000 per year	**IEUA Cost/ Benefit Ratio**	40.89	**Participant Cost/Benefit Ratio**	19.45

Landscape Water Use Evaluations

Customers with irrigated landscape will be offered free landscape water use evaluations. The key targets will be commercial and large single family customers. Currently IEUA offers audits through Chino Basin Water Conservation District to commercial customers and they will begin offering audits to single family customers in 2010. The below description includes potential improvements to the program offer.

The program will offer:

- **Irrigation system evaluation,**
- **Incentives available through MWD regional programs SoCalWater$mart and Save A Buck,**
- **Customized incentives for equipment replacements with low precipitation and drip irrigation systems (if MWD incentives are available in FY 2011-2015),**
- **Custom report with evaluation findings, recommendation and cost/benefit analysis,**
- **Water budgeting and education (could be added as new service).**

Customers will be contacted via phone to solicit participation. They will be encouraged to have their landscape service company attend the evaluation. The evaluators will survey the landscape area to identify key water saving opportunities.

The outdoor evaluation will include a comprehensive assessment of the irrigation system.

Following the site visit, an analysis of the irrigation system findings will be conducted and a water budget could be developed based upon the size of their landscape. Using the information from the site visit and the analysis, a clear and concise report would be generated with upgrade recommendations, available incentives, a water budget and a cost/benefit analysis. If possible, the report would be delivered in person to walk-through the report and further educate the customer on the value of implementing the water saving measures. In addition customers could be provided with regular communication regarding their performance to budget.

Included in the report would be an application for available incentives or other applicable programs. The available incentives will include all incentives offered through MWD's programs as available. This could include customized incentives offered for savings achieved from irrigation system replacements with drip irrigation or low precipitation systems. In order to maximum the incentive, it would be based upon the customer's site and would be paid at a per-acre-foot saved value. In the past, MWD has offered $3.00 per 1,000 gallons saved. IEUA may consider adding to this incentive based on customer payback values and response rates. Using the report as back up documentation, the customer would submit the application for incentive reimbursement to MWD's Water Saving Performance Program (if available).

Continued follow up with customers could be added to ensure water savings measures are implemented.

Program Advantages:

- **Best opportunities are identified**
- **Customer education**
- **Can link customer with best fit programs including Landscape Finance Program**
- **Doesn't impact recycled water supply**

Program Disadvantages:

- **No verifiable water savings (savings would be associated with other programs)**
- **Expensive**

Funding	MWD incentives for weather based irrigation controllers and nozzles may be available. In addition after FY2010/11 MWD may fund the Performance Program customized incentives.				
Measures	Audit and report of findings and recommendations		**Target Customer**	-Top 20% of single family and commercial customers -All institutional and dedicated irrigation meters	
Potential for IEUA Service Area	• 33,000 single family • 9,091 commercial • 1,407 institutional • 5,177 dedicated irrigation meters		**Water Savings per Device**	Savings associated with implemented measures	
Program Delivery	Through Chino Basin Water Conservation District		**Marketing**	Direct outreach with commercial customers	
Annual Production	- 100 audits per year - 200 acres of irrigated area		**Program Goals**	*5 Year Program Implementation* - 500 audits	
Other Benefits	Reduced runoff	**IEUA Cost per Acre-Foot**	NA	**Participant Costs**	NA
Program Costs	<u>Audit Fees</u> Single Family = $200 per Commercial = $600 per <u>Annual Budget</u> $80,000 Single Family = $20,000 Commercial = $60,000	**IEUA Cost/ Benefit Ratio**	NA	**Participant Cost / Benefit Ratio**	NA

High Efficiency Nozzle Distribution Program

The highest water use in the IEUA service territory is landscape water use. Standard utility-driven water use efficiency programs have had a hard time penetrating this market due to costs. The High Efficiency Nozzle (HEN) Distribution Program will meet a number of key requirements for IEUA:

- **The HENs are a retrofit for standard pop up sprinkler heads. Pop up sprinkler heads are the most common sprinkler type and there are hundreds of thousands located within IEUA's service territory.**
- **The retrofit is a simple process. The old pop up nozzle is removed and replaced with the new high efficiency nozzle.**
- **HENs provide a low cost solution for landscape efficiency; a traditionally complex and expensive target opportunity.**
- **Due to the high cost-benefit ratio, this program can be offered to all types of customers including single family, multi-family and commercial.**

IEUA would purchase the nozzles in bulk and distribute them through several methods including:

- **Local events**
- **High bill complaints**
- **Direct mail to high water use customers**
- **Direct outreach reach to HOA and other commercial customers**

Program Disadvantages

- **Managing inventory can be time consuming**
- **Nozzles come in several models and without on-site audit IEUA will be not know which nozzles to give customers, therefore there will be an added step of reconciling with each customer**

Program Advantages

- **Cost effective**
- **Enormous savings potential and can quickly escalate to thousands per year**

Funding	MWD would provide $3 per nozzle.		
Measures	High Efficiency Nozzles	**Target Customer and Marketing Methods**	Single Family HOAs Commercial Any customer with pop ups Events, direct mail and direct outreach
Potential for IEUA Service Area	Over 110,000 single family homes with irrigated areas and pop ups	**Water Savings per Device**	4 gallons per day 0.004 acre-feet per year per nozzle (1,303 gpy) 5 year life = .02 acre-feet

Production	5,000 per year		**5 Year Program Goals**	25,000 nozzles	
Other Benefits	Reduced runoff	**IEUA Cost per Acre-Foot**		**Participant Costs**	$0
Program Costs	$4 per nozzle	**IEUA Cost/ Benefit Ratio**		**Participant Cost / Benefit Ratio**	NA

APPENDIX R

WATER SHORTAGE CONTINGENCY RESOLUTION

SAN GABRIEL VALLEY WATER COMPANY

RESOLUTION OF THE BOARD OF DIRECTORS
ADOPTED JANUARY 3, 2006

WHEREAS, Provisions of the Urban Water Management Planning Act, Water Code Sections 10610 through 10656 ("Act"), require certain water suppliers such as San Gabriel Valley Water Company to prepare, review, adopt, and submit to the State of California Department of Water Resources, the California State Library, and each city and county within which the Corporation provides water supplies, an Urban Water Management Plan and Water Shortage Contingency Plan and, when necessary, amendments and updates thereto as provided by the Act;

NOW THEREFORE BE IT RESOLVED, That the Urban Water Management Plan and Water Shortage Contingency Plan, as updated and amended, prepared by San Gabriel Valley Water Company and upon which Public Hearings were duly held in accordance with the provisions of the Act, be and the same is hereby adopted as of December 31, 2005; and

RESOLVED FURTHER, That the officers of this corporation are instructed to cause copies of the Urban Water Management Plan and Water Shortage Contingency Plan, as updated and amended, and which is hereby adopted as of December 31, 2005, to be delivered to the State of California Department of Water Resources, the California State Library, and each city and county within which the Corporation provides water supplies.

I, Timothy J. Ryan, Secretary of San Gabriel Valley Water Company, do hereby certify that the foregoing resolution is a full, true, and correct copy of a resolution duly adopted by unanimous vote at the meeting of the Board of Directors of said Corporation held on January 3, 2006.

Dated: January 12, 2006

Timothy J. Ryan, Secretary
San Gabriel Valley Water Company

APPENDIX S

COMPLETED PLAN CHECKLIST

Table I-2 Urban Water Management Plan checklist, organized by subject

No.	UWMP requirement [a]	Calif. Water Code reference	Additional clarification	UWMP location
CONTINGENCY [b]				
35	Provide an urban water shortage contingency analysis that specifies stages of action, including up to a 50-percent water supply reduction, and an outline of specific water supply conditions at each stage	10632(a)		
36	Provide 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.	10632(b)		
37	Identify 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.	10632(c)		
38	Identify 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.	10632(d)		
39	Specify 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.	10632(e)		
40	Indicated penalties or charges for excessive use, where applicable.	10632(f)		
41	Provide 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.	10632(g)		
42	Provide a draft water shortage contingency resolution or ordinance.	10632(h)		
43	Indicate a mechanism for determining actual reductions in water use pursuant to the urban water shortage contingency analysis.	10632(i)		
DMMs				
26	Describe how each water demand management measures is being implemented or scheduled for implementation. Use the list provided.	10631(f)(1)	Discuss each DMM, even if it is not currently or planned for implementation. Provide any appropriate schedules.	See Section: 6.1 pp. 6-1 to 6-24

No.	UWMP requirement [a]	Calif. Water Code reference	Additional clarification	UWMP location
27	Describe the methods the supplier uses to evaluate the effectiveness of DMMs implemented or described in the UWMP.	10631(f)(3)		See Section: 6.1; pp. 6-1 to 6-24
28	Provide 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 ability to further reduce demand.	10631(f)(4)		See Section: 6.1 pp. 6-1 to 6-124
29	Evaluate each water demand management measure that is not currently being implemented or scheduled for implementation. The evaluation should include economic and non-economic factors, cost-benefit analysis, available funding, and the water suppliers' legal authority to implement the work.	10631(g)	See 10631(g) for additional wording.	See Section: 6.2 p. 6-24
32	Include the annual reports submitted to meet the Section 6.2 requirements, if a member of the CUWCC and signer of the December 10, 2008 MOU.	10631(j)	Signers of the MOU that submit the biannual reports are deemed compliant with Items 28 and 29.	Not Available
EXTERNAL COORDINATION AND OUTREACH				
4	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.	10620(d)(2)		See Section: 1.2.1 pp. 1-2 to 1-3
6	Notify, at least 60 days prior to the public hearing on the plan required by Section 10642, any city or county within which the supplier provides water that the urban water supplier will be reviewing the plan and considering amendments or changes to the plan. Any city or county receiving the notice may be consulted and provide comments.	10621(b)		See Section: 1.2.2 p. 1-3
7	Provide supporting documentation that the UWMP or any amendments to, or changes in, have been adopted as described in Section 10640 et seq.	10621(c)		See Section: 1.3.1 p. 1-5
54	Provide supporting documentation that the urban water management plan has been or will be provided to any city or county within which it provides water, no later than 60 days after the submission of this urban water management plan.	10635(b)		See Section: 1.3.5 p. 1-6
55	Provide supporting documentation that the water supplier has encouraged 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.	10642		See Section: 1.2.4 p. 1-4
56	Provide supporting documentation that the urban water supplier made the plan available for public inspection and held a public hearing about the	10642		See Section: 1.2.4 p. 1-4

No.	UWMP requirement [a]	Calif. Water Code reference	Additional clarification	UWMP location
	plan. For public agencies, the hearing notice is to be provided pursuant to Section 6066 of the Government Code. The water supplier is to provide the time and place of the hearing to any city or county within which the supplier provides water. Privately-owned water suppliers shall provide an equivalent notice within its service area.			
57	Provide supporting documentation that the plan has been adopted as prepared or modified.	10642		See Section: 1.3.2 p. 1-5
58	Provide supporting documentation as to how the water supplier plans to implement its plan.	10643		See Section: 1.3.3 pp. 1-5 to 1-6
59	Provide supporting documentation that, in addition to submittal to DWR, the urban water supplier has submitted this UWMP to the California State Library and any city or county within which the supplier provides water supplies a copy of its plan no later than 30 days after adoption. This also includes amendments or changes.	10644(a)		See Section: 1.3.4 p. 1-6
60	Provide supporting documentation that, not later than 30 days after filing a copy of its plan with the department, the urban water supplier has or will make the plan available for public review during normal business hours	10645		See Section: 1.3.5 p. 1-6
RECYCLED WATER				
44	Provide information on recycled water and its potential for use as a water source in the service area of the urban water supplier. Coordinate with local water, wastewater, groundwater, and planning agencies that operate within the supplier's service area.	10633		See Section: 4.5.1 p. 4-20
45	Describe 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.	10633(a)		See Section: 4.5.2 pp. 4-20 to 4-21
46	Describe the quantity of treated wastewater that meets recycled water standards, is being discharged, and is otherwise available for use in a recycled water project.	10633(b)		See Section: 4.5.2 pp. 4-20 to 4-21
47	Describe the recycled water currently being used in the supplier's service area, including, but not limited to, the type, place, and quantity of use.	10633(c)		See Section: 4.5.3 p. 4-22
48	Describe and quantify the potential uses of recycled water, including, but not limited to, agricultural irrigation, landscape irrigation, wildlife habitat enhancement, wetlands, industrial reuse, groundwater recharge, indirect potable reuse, and other appropriate uses, and a determination with regard to the technical and economic feasibility of serving those uses.	10633(d)		See Section: 4.5.4 pp. 4-22 to 4-23

No.	UWMP requirement [a]	Calif. Water Code reference	Additional clarification	UWMP location
49	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.	10633(e)		See Section: 4.5.5 pp. 4-23 to 4-24
50	Describe the 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.	10633(f)		See Section: 4.5.6 p. 4-24
51	Provide 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.	10633(g)		See Section: 4.5.7 p. 4-25
RELIABILITY				
22	Describe the reliability of the water supply and vulnerability to seasonal or climatic shortage and provide data for (A) an average water year, (B) a single dry water year, and (C) multiple dry water years.	10631(c)(1)		See Section: 5.4.1 pp. 5-10 to 5-11
23	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.	10631(c)(2)		See Section: 5.1.2 p. 5-1
53	Assess the water supply reliability during normal, dry, and multiple dry water years by comparing 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. Base the assessment on the information compiled under Section 10631, including available data from state, regional, or local agency population projections within the service area of the urban water supplier.	10635(a)		See Section: 5.4.5 pp. 5-14 to 5-16
SERVICE AREA				
8	Describe the water supplier service area.	10631(a)		See Section: 2.2.1; p. 2-2
9	Describe the climate and other demographic factors of the service area of the supplier	10631(a)		See Section: 2.2.2 p. 2-2
10	Indicate the current population of the service area	10631(a)	Provide the most recent population data possible. Use the method described in	See Section: 2.3 p. 2-3

No.	UWMP requirement [a]	Calif. Water Code reference	Additional clarification	UWMP location
			"Baseline Daily Per Capita Water Use". See Section M.	
11	Provide population projections for 2015, 2020, 2025, and 2030, based on data from State, regional, or local service area population projections.	10631(a)	2035 and 2040 can also be provided to support consistency with Water Supply Assessments and Written Verification of Water Supply documents.	See Section: 2.3.1 p. 2-3
12	Describe other demographic factors affecting the supplier's water management planning.	10631(a)		See Section: 2.3.2 p. 2-3
WATER CONSERVATION				
1	Provide baseline daily per capita water use, urban water use target, interim urban water use target, and compliance daily per capita water use, along with the bases for determining those estimates, including references to supporting data.	10608.20(e)		See Section: 3.2 pp. 3-2 to 3-9
`	Include an assessment of present and proposed future measures, programs, and policies to help achieve the water use reductions.	10608.36		See Section: 3.4 p. 3-10
3	Report progress in meeting urban water use targets using the standardized form.	10608.40		See Section: 3.5 p. 3-11
WATER DEMANDS				
25	Quantify past, current, and projected water use, identifying the uses among water use sectors, for the following: (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, conjunctive use, and (I) agriculture.	10631(e)(1)	Consider 'past' to be 2005, present to be 2010, and projected to be 2015, 2020, 2025, and 2030. Provide numbers for each category for each of these years.	See Section: 3.1.1 p. 3-2
34	Include projected water use for single-family and multifamily residential housing needed for lower income households, as identified in the housing element of any city, county, or city and county in the service area of the supplier.	10631.1(a)		
WATER SUPPLY				
5	Describe water management tools and options to maximize resources and minimize the need to import water from other regions.	10620(f)		See Section: 5.1.1 p. 5-1
13	Identify and quantify the existing and planned sources of water available for 2015, 2020, 2025, and 2030.	10631(b)	The 'existing' water sources should be for the same year as the "current population" in line	See Section: 4.1 pp. 4-1 to 4-6

No.	UWMP requirement [a]	Calif. Water Code reference	Additional clarification	UWMP location
			10. 2035 and 2040 can also be provided.	
14	Indicate whether groundwater is an existing or planned source of water available to the supplier. If yes, then complete 15 through 21 of the UWMP Checklist. If no, then indicate "not applicable" in lines 15 through 21 under the UWMP location column.	10631(b)	Source classifications are: surface water, groundwater, recycled water, storm water, desalinated sea water, desalinated brackish groundwater, and other.	See Section: 4.1 pp. 4-1 to 4-6
15	Indicate whether a groundwater management plan been adopted by the water supplier or if there is any other specific authorization for groundwater management. Include a copy of the plan or authorization.	10631(b)(1)		See Section: 4.2 pp. 4-6 to 4-15
16	Describe the groundwater basin.	10631(b)(2)		See Section: 4.2; pp. 4-6 to 4-17
17	Indicate whether the groundwater basin is adjudicated? Include a copy of the court order or decree.	10631(b)(2)		See Section: 4.2 pp. 4-6 to 4-17
18	Describe the amount of groundwater the urban water supplier has the legal right to pump under the order or decree. If the basin is not adjudicated, indicate "not applicable" in the UWMP location column.	10631(b)(2)		See Section: 4.2 pp. 4-6 to 4-17
19	For groundwater basins that are not adjudicated, provide information as to whether DWR 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. If the basin is adjudicated, indicate "not applicable" in the UWMP location column.	10631(b)(2)		See Section: 4.2 pp. 4-6 to 4-17
20	Provide a detailed description and analysis of the location, amount, and sufficiency of groundwater pumped by the urban water supplier for the past five years	10631(b)(3)		See Section: 4.2.5 pp. 4-12 to 4-15
21	Provide a detailed description and analysis of the amount and location of groundwater that is projected to be pumped.	10631(b)(4)	Provide projections for 2015, 2020, 2025, and 2030.	See Section: 4.2.6 pp. 4-15 to 4-18
24	Describe the opportunities for exchanges or transfers of water on a short-term or long-term basis.	10631(d)		See Section: 4.3 pp. 4-18 to 4-19
30	Include a detailed description of all water supply projects and programs that may be undertaken by the water supplier to address water supply reliability in average, single-dry, and multiple-dry years, excluding demand management programs addressed in (f)(1). Include specific projects,	10631(h)		See Section: 4.6 pp. 4-25 to 4-29

No.	UWMP requirement [a]	Calif. Water Code reference	Additional clarification	UWMP location
	describe water supply impacts, and provide a timeline for each project.			
31	Describe desalinated water project opportunities for long-term supply, including, but not limited to, ocean water, brackish water, and groundwater.	10631(i)		See Section: 4.4 p. 4-19
33	Provide documentation that either the retail agency provided the wholesale agency with water use projections for at least 20 years, if the UWMP agency is a retail agency, OR, if a wholesale agency, it provided its urban retail customers with future planned and existing water source available to it from the wholesale agency during the required water-year types	10631(k)	Average year, single dry year, multiple dry years for 2015, 2020, 2025, and 2030.	See Section: 3.3 p. 3-10
52	Provide information, to the extent practicable, relating to the quality of existing sources of water available to the supplier over the same five-year increments, and the manner in which water quality affects water management strategies and supply reliability	10634	For years 2010, 2015, 2020, 2025, and 2030	See Section: 5.3 pp. 5-8 to 5-10

a The UWMP Requirement descriptions are general summaries of what is provided in the legislation. Urban water suppliers should review the exact legislative wording prior to submitting its UWMP.

b The Subject classification is provided for clarification only. A water supplier is free to address the UWMP Requirement anywhere with its UWMP, but is urged to provide clarification to DWR to facilitate review for completeness.