



# 2025 Urban Water Management Plan-Draft

MAY 2026

SAN ANTONIO WATER COMPANY





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Prepared by Water Systems Consulting, Inc



# ACKNOWLEDGEMENTS

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The 2025 Urban Water Management Plan was prepared by Water Systems Consulting, Inc. The primary authors are listed below.



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Water Systems Consulting, Inc. would like to acknowledge the significant contributions of San Antonio Water Company.



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# ACRONYMS & ABBREVIATIONS

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<b>°C</b>	Degrees Celsius
<b>°F</b>	Degrees Fahrenheit
<b>AB</b>	Assembly Bill
<b>AF</b>	Acre Foot
<b>AFY</b>	Acre Feet per Year
<b>AHHG</b>	Area of Historic High Groundwater
<b>AMR</b>	Automatic Meter Reader
<b>APA</b>	Administrative Procedures Act
<b>AWWA</b>	American Water Works Association
<b>BOARD</b>	Board of Directors
<b>BCM</b>	Basin Characterization Model
<b>BMP</b>	Best Management Practice
<b>CALWARN</b>	California Water/Wastewater Agency Response Network
<b>CASGEM</b>	California Statewide Groundwater Elevation Monitoring
<b>CAT</b>	Climate Action Team
<b>CBWCD</b>	Chino Basin Water Conservation District
<b>CCF</b>	Hundred Cubic Feet
<b>CCR</b>	California Code of Regulations
<b>CEQA</b>	California Environmental Quality Act
<b>CFS</b>	Cubic Feet per Second
<b>CII</b>	Commercial, Industrial, and Institutional
<b>CIMIS</b>	California Irrigation Management Irrigation System
<b>CPUC</b>	California Public Utilities Commission
<b>CUWCC</b>	California Urban Water Conservation Council
<b>CWC</b>	California Water Code
<b>CWOL REGULATION</b>	Making Conservation a California Way of Life Regulation
<b>DCR</b>	DWR SWP Delivery Capacity Report
<b>DFW</b>	California Department of Fish and Wildlife

<b>DIP</b>	Ductile Iron Pipe
<b>DMM</b>	Demand Management Measure
<b>DPWM</b>	Distributed Parameter Watershed Model
<b>DRA</b>	Drought Risk Assessment
<b>DWR</b>	California Department of Water Resources
<b>EIR</b>	Environmental Impact Report
<b>EPA</b>	United States Environmental Protection Agency
<b>ERNIE</b>	Emergency Response Network of the Inland Empire
<b>ESA</b>	Endangered Species Act
<b>ET</b>	Evapotranspiration
<b>ETO</b>	Reference Evapotranspiration
<b>GAC</b>	Granulated Activated Carbon
<b>GIS</b>	Geographic Information System
<b>GPCD</b>	Gallons per Capita per Day
<b>GPM</b>	Gallons per Minute
<b>GPF</b>	Gallons per Flush
<b>GUIDEBOOK</b>	Urban Water Management Plan Guidebook 2025
<b>HECW</b>	High Efficiency Clothes Washer
<b>HET</b>	High Efficiency Toilet
<b>IEUA</b>	Inland Empire Utilities Agency
<b>IX</b>	Ion Exchange
<b>KAF</b>	Thousand Acre Feet
<b>KAFY</b>	Thousand Acre Feet per Year
<b>LEGISLATURE</b>	State of California Legislature
<b>LAFCO</b>	Local Agency Formation Commission
<b>MAF</b>	Million Acre-Feet
<b>MCL</b>	Maximum Contaminant Level
<b>MF</b>	Multi-family
<b>MG</b>	Million Gallons
<b>MGD</b>	Million Gallons per Day
<b>MOU</b>	Memorandum of Understanding
<b>MSL</b>	Mean Sea Level
<b>MWD</b>	Metropolitan Water District of Southern California
<b>MTBE</b>	Methyl Tertiary Butyl Ether

<b>NMFS</b>	National Marine Fisheries Service
<b>NOAA</b>	National Oceanic and Atmospheric Administration
<b>NPDES</b>	National Pollutant Discharge Elimination System
<b>OBMP</b>	Optimum Basin Management Program
<b>OSY</b>	Operating Safe Yield
<b>PCE</b>	Perchloroethylene
<b>PPC</b>	Persons-per-Connection
<b>PVC</b>	Polyvinyl Chloride
<b>PWD</b>	Public Water System
<b>QWEZ</b>	Qualified Water Efficient Landscaper
<b>RHNA</b>	Regional Housing Needs Assessment
<b>RIX</b>	Rapid Infiltration and Extraction
<b>RPA</b>	Reasonable and Prudent Alternative
<b>RTP</b>	Regional Transportation Plan
<b>RUWMP</b>	Regional Urban Water Management Plan
<b>RWQCB</b>	Regional Water Quality Control Board
<b>SAWCO</b>	San Antonio Water Company
<b>SBX7-7</b>	Senate Bill 7 of Special Extended Session 7
<b>SCS</b>	Sustainable Communities Strategy
<b>SF</b>	Single Family
<b>SGMA</b>	Sustainable Groundwater Management Act of 2014
<b>SOI</b>	Sphere of Influence
<b>STATE WATER BOARD</b>	State Water Resources Control Board
<b>TAZ</b>	Traffic Analysis Zones
<b>TCE</b>	Trichloroethylene
<b>TDS</b>	Total Dissolved Solids
<b>TUNNEL</b>	San Antonio Tunnel
<b>ULFT</b>	Ultra-Low Flush Toilet
<b>UV</b>	Ultraviolet
<b>UWMP</b>	Urban Water Management Plan
<b>UWMP ACT</b>	Urban Water Management Planning Act
<b>VOC</b>	Volatile Organic Compound
<b>WBIC</b>	Weather Based Irrigation Controller
<b>WMP</b>	Water Master Plan and Asset Management Plan

<b>WSCP</b>	Water Shortage Contingency Plan
<b>WFF</b>	Water Filtration Facility
<b>WSS</b>	Water Sense Specification
<b>WTP</b>	Water Treatment Plant
<b>WWTP</b>	Wastewater Treatment Plant

# 1 Introduction

This section provides a brief overview of the San Antonio Water Company (SAWCo) and the purpose of this Urban Water Management Plan (UWMP). It also describes how the UWMP is organized and its relationship with local and regional planning efforts in which SAWCo is involved.

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## IN THIS SECTION

- Introduction for SAWCo
- California Water Code
- UWMP Organization and Lay Description
- UWMPs in Relation to Other Efforts
- Funding Eligibility

## 1.1 Introduction for SAWCo

An urban water supplier is defined (pursuant to Section 10617 of the California Water Code (CWC)) as:

*“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.”*

SAWCo is classified as a wholesale urban water supplier because it supplies more than 3,000 acre-feet per year (AFY) of water to its customers for municipal purposes as detailed in Section 2.1.

SAWCo is a private non-profit Mutual Water Company formed in 1882 under the General Corporation Laws of the United States with the purpose to furnish, lease, or sell water for irrigation, milling, manufacturing and other purposes to the newly established Ontario irrigation colony. Land for the irrigation colony was sold primarily for the booming citrus industry at the time, and a share in SAWCo was included with every acre of land purchased. Each shareholder was entitled to a portion of available local water, distributed equally by SAWCo amongst shareholders on a non-profit basis. Today SAWCo retains the same purpose of providing beneficial water service to all shareholders based on established monthly entitlements and a fixed number of shares.

In 1983, the State of California Legislature (Legislature) enacted the Urban Water Management Planning Act (UWMP Act). The law requires an urban water supplier to adopt an UWMP every five years by July 1<sup>st</sup> of years ending in “6” and “1”, incorporating updated and new information from the five years preceding each update. This UWMP must demonstrate water supply reliability under both normal and drought conditions for a minimum 20-year planning horizon. The UWMP Act applies to wholesale and retail water suppliers.

Since the original UWMP Act was passed, it has undergone significant expansion. Prolonged droughts, groundwater overdraft, regulatory revisions, and changing climatic conditions affect the reliability of each water supplier as well as statewide water reliability overseen by DWR, the State Water Resources Control Board (State Water Board), and Legislature. Accordingly, the UWMP Act has grown to address changing conditions. The current requirements are found in Sections 10610-10656 and 10608 of the CWC.

In 2018, the Legislature modified the CWC to require a Water Shortage Contingency Plan (WSCP) with specific elements. The WSCP is a document that provides a supplier with an action plan for a drought or catastrophic water supply shortage. CWC 10632 includes requirements for suppliers to prepare a WSCP. The WSCP documents a supplier’s plans to manage and mitigate an actual water shortage condition, should one occur because of drought or other impacts on water supplies. The WSCP is a standalone document that can be updated

independently of the UWMP, but it can be included as a section of the UWMP or referenced and attached to the 2025 UWMP as an appendix. The WSCP is described in Section 7.

DWR provides guidance for urban water suppliers by preparing an Urban Water Management Plan Guidebook 2025 (Guidebook) (Department of Water Resources, 2025) conducting workshops, developing tools, and providing program staff to help water suppliers prepare comprehensive and useful water management plans, implement water conservation programs, and understand the requirements of the CWC. Suppliers prepare their own UWMPs and submit them to DWR. DWR then reviews the UWMPs for completeness in addressing the CWC. DWR submits a report to the Legislature summarizing the status of the UWMPs for each five-year cycle. The Guidebook was used to complete this 2025 UWMP.

The purpose of this UWMP is for SAWCo to evaluate long-term resource planning and establish management measures to ensure adequate water supplies are available to meet existing and future demands. The UWMP provides a framework to help water suppliers maintain efficient use of urban water supplies, promote conservation programs and policies, ensure that sufficient water supplies are available for future beneficial use, and provide a response mechanism during drought conditions or other water supply shortages.

**The UWMP is a valuable planning tool used for multiple purposes, including:**

- Providing a standardized methodology for water utilities to assess their water resource needs and availability.
- Serving as a resource to the community and other interested parties regarding water supply and demand, conservation, and other water-related information.
- Providing a key source of information for cities and counties when considering approval of proposed new developments and preparing long-range regional planning documents, such as city and county General Plans.
- Informing other regional and Statewide water planning efforts, such as Integrated Regional Water Management Plans and the California Water Plan.

## 1.2 UWMP Organization and Lay Description

**The 2025 UWMP is organized as follows:**

### **Section 1 – Introduction**

This section provides background information on the UWMP process, regulatory requirements, and an overview of the information covered throughout the remaining sections. The 2025 UWMP incorporates the California Department of Water Resources' (DWR) water use and supply tables (standardized tables) for the reporting and submittal of UWMP data. These tables are included within the respective sections of the 2025 UWMP and in Appendix A. SAWCo's coordination efforts with other planning agencies, eligibility to receive grants and loans administered by the State of California, and demonstration of consistency with the Delta Plan are discussed.

## **Section 2 – Plan Preparation**

This section provides information on the processes used to develop the UWMP, including coordination and outreach efforts, the steps taken to prepare SAWCo's 2025 UWMP, hold a public hearing, adopt, submit, and implement the 2025 UWMP. The UWMP is prepared as an individual plan to provide SAWCo-specific information, with all data presented on SAWCo's fiscal year (FY) basis which aligns with a calendar year (Jan 1 through Dec 31) and water quantities reported in acre-feet (AF) or AFY. The UWMP also describes SAWCo's coordination and outreach with wholesale and retail agencies and the community, as well as its notification process to the cities and county it serves.

## **Section 3 – System Description**

This section describes SAWCo's water system, service area, population demographics, local climate, and land uses. SAWCo's service area is in San Antonio Heights, just north of the City of Upland. SAWCo's climate is relatively warm with a monthly average temperature of 62 degrees Fahrenheit. SAWCo provides water service to an area with a current population of 3,036. SAWCo is projected to have a population of 3,016 by 2050.

## **Section 4 – Water Use Characterization**

This section describes and quantifies the current and projected water uses through 2050 within the water service area. SAWCo serves both potable and non-potable water. Non-potable water is primarily used for irrigation. Water use sectors include single family, sales/transfers to other agencies, landscape, and groundwater recharge. In 2025, SAWCo served a total of 13,950 AFY. Projected water use remains at a constant 14,363 AFY throughout 2050 due to near buildout conditions. SAWCo does not serve recycled water.

## **Section 5 – Water Supply Characterization**

This section describes and quantifies the current and projected potable and non-potable water supplies. SAWCo's water supply is sourced from San Antonio Creek, groundwater from Chino, Cucamonga, and Six Basins, and the San Antonio Tunnel. Groundwater rights are adjudicated with specific annual extraction limits. SAWCo has no future water projects in place at the time of this UWMP.

## **Section 6 – Water Service Reliability and Drought Risk Assessment**

This section describes the water service reliability through 2050 and includes the Drought Risk Assessment (DRA) for the next five years. SAWCo does not anticipate any supply shortages within the next five years, as shown in the DRA. SAWCo's supply is considered reliable under normal, single dry, and five consecutive dry years scenarios through 2050. SAWCo expects to meet demands under all water year scenarios.

## **Section 7 – Water Shortage Contingency Plan**

This section summarizes the standalone Water Shortage Contingency Plan (WSCP) included in Appendix I. The WSCP details procedures for handling potential shortages affecting its supply. The plan features annual water supply and demand assessments, six water shortage stages

with corresponding response actions, and coordination among member agencies. It also includes emergency response plans and seismic risk assessments for catastrophic events.

### **Section 8 – Demand Management Measures**

This section describes SAWCo’s efforts to promote conservation and reduce water demand, including discussions of specific demand management measures (DMMs). SAWCo promotes water use efficiency through several DMMs including public education via newsletters and social media, Automated Meter Reading (AMR) systems, and rebate programs. SAWCo also implements asset management practices and infrastructure upgrades to reduce losses and improve efficiency.

### **Section 9 – Plan Adoption, Submittal, and Implementation**






This chapter summarizes the various requirements to adopt and submit a UWMP and WSCP. Details on public hearing dates, notification letters to local agencies, and how to submit or amend a plan are discussed. The 2025 UWMP and WSCP were made available for public review in May 2026, with a public hearing held on May 19, 2026. SAWCo adopted the UWMP and WSCP and submitted them to DWR and the California State Library within 30 days of adoption. Notifications were sent to cities, counties, and relevant agencies at least 60 days prior to the public hearing. The plan is available online and at SAWCo’s headquarters for public inspection. Procedures for amending the UWMP or WSCP involve public hearings, board adoption, and timely submissions to state and local entities.

## **1.3 UWMPs in Relation to Other Efforts**

This UWMP characterizes water use, estimates future demands and supply sources, and evaluates supply reliability for normal, single-dry, and five consecutive dry years. The UWMP also requires a standalone WSCP, which is described in Section 7.

In addition to the 2025 UWMP, SAWCo is involved in several internal and external planning efforts. SAWCo collaborates with a variety of stakeholders to achieve consistency between various planning documents locally and regionally. In addition, SAWCo’s 2025 UWMP was prepared using documents shown in Table 1-1.

Table 1-1- UWMP Relation to Other Planning Efforts

		Plan Topics				
						
Planning Document	Prepared By	Supplies/Reliability	Demands/Water Use Efficiency	Infrastructure	Risk & Mitigation	Emergency Response
2020 Water Master Plan	Water Systems Consulting, Inc.	x	x	x		
AWIA Risk and Reliance Assessment and Emergency Response Plan	Water Systems Consulting, Inc.	x	x	x	x	x
City of Upland 2025 Urban Water Management Plan	Water Systems Consulting, Inc.		x			

## 1.4 UWMPs and Grant or Loan Eligibility

For a water supplier to be eligible for a grant or loan administered by DWR, the supplier must have a current UWMP on file that meets the requirements set forth by the CWC. A current UWMP must also be maintained by the supplier throughout the term of any grants or loans received. SAWCo has prepared the 2025 UWMP under guidance from DWR's 2025 UWMP Guidebook.

# 2 Plan Preparation

This section provides information on the processes used to develop the UWMP, including efforts in coordination and outreach. SAWCo's 2025 UWMP was prepared consistently with the recommended organization provided in DWR's Guidebook.

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## IN THIS SECTION

- Basis for Preparing a Plan
- Regional Planning
- Coordination and Outreach

## 2.1 Basis for Preparing a Plan

The CWC requires SAWCo’s 2025 UWMP to be submitted to DWR by July 1, 2026. SAWCo is an “urban water supplier” pursuant to Section 10617 of the CWC. In 2025, SAWCo’s key water supply metrics in its service area were the following:

- Served a population of approximately 3,036 people
- Supplied approximately 1,979 AF of water to its domestic retail customers, 9,307 AF to wholesale agencies and spread 2,664 AF into groundwater storage for a total of 13,950 AF of water supply.
- Maintained 1,210 connections.

SAWCo is a Public Water System (PWS) which is regulated by the State Water Board. The PWS number for SAWCo is CA3610085 as shown in Table 2-1.

Throughout this UWMP, water volume is represented in units of AFY, unless otherwise noted, and data is presented on a calendar year basis. Required DWR tables presenting this information are provided in Table 2-3.

Pursuant to CWC requirements, SAWCo’s 2025 UWMP incorporates DWR’s standardized tables for the reporting and submittal of UWMP data. The standardized tables are provided within the body of the 2025 UWMP text as well as in Appendix A. SAWCo also submitted the UWMP data (from the standardized tables) electronically through DWR’s Online Submittal Tool.

SAWCo’s 2025 UWMP also provides supporting documents (appendices) including notification letters of the UWMP update, public notice of the UWMP hearing, and adoption resolution from SAWCo’s governing body. Further discussions regarding these supporting documents are provided within the individual Chapters of this 2025 UWMP. A checklist of specific UWMP requirements is included in Appendix B. The checklist includes the page number where the required elements are addressed to assist in DWR’s review of the submitted UWMP.

**Table 2-1- Public Water Systems - Retail**

<b>Public Water System Number</b>	<b>Public Water System Name</b>	<b>Number of Municipal Connections 2025</b>	<b>Volume of Water Supplied 2025</b>
<b>CA3610085</b>	San Antonio Water Company	1,210	1,979 AFY
-	Wholesale Agencies	-	11,971 AFY
<b>Total:</b>		<b>1,210</b>	<b>13,950 AFY</b>

Notes: The volume of water supplied to wholesale agencies includes 2,664 AF of water provided for groundwater recharge. Any water utilized for groundwater recharge by SAWCo is subsequently reallocated as supply available to meet wholesale demands. The total water volume supplied by SAWCo—to domestic customers, wholesale customers, and spreading basins—is reflected in the total supplies reported in this table and is consistent with Sections 4 and 5 of this report.

## 2.2 Regional Planning

SAWCo has developed its 2025 UWMP reporting solely on its service area to address all requirements of the CWC. SAWCo’s 2025 UWMP was developed as an “Individual UWMP” as shown in Table 2-2 and not as part of a regional alliance. SAWCo and its retail agencies coordinated with each other to complete their UWMPs (see Section 2.4.1).

**Table 2-2- Plan Identification**

Select Only One	Type of Plan
<input checked="" type="checkbox"/>	Individual UWMP
<input type="checkbox"/>	Regional Urban Water Management Plan (RUWMP)

## 2.3 Fiscal or Calendar Years and Units of Measure

SAWCo’s FY begins on January 1st of every year matching the calendar year. The data provided in SAWCo’s 2025 UWMP is reported on a calendar year basis, unless noted otherwise. As shown in Table 2-3, the data provided in SAWCo’s 2025 UWMP is reported in units of acre feet (AF) or AFY, unless noted otherwise.

**Table 2-3- Supplier Identification**

<b>Type of Supplier (select one or both)</b>	
<input checked="" type="checkbox"/>	Supplier is a wholesale supplier
<input type="checkbox"/>	Supplier is a retail supplier
<b>Fiscal or Calendar Year (select one)</b>	
<input checked="" type="checkbox"/>	UWMP Tables are in calendar years
<input type="checkbox"/>	UWMP Tables are in fiscal years
<b>If using fiscal years provide month and date that the fiscal year begins (mm/dd)</b>	
01/01	
<b>Units of measure used in UWMP</b>	
<b>Unit</b>	AF

## 2.4 Coordination and Outreach

SAWCo coordinated with multiple neighboring and stakeholder agencies as well as the public to prepare the 2025 UWMP. The coordinated efforts were conducted to 1) inform these entities of SAWCo’s efforts and activities; 2) gather high quality data for use in developing this UWMP; and 3) coordinate planning activities with other related regional plans and initiatives.

### 2.4.1 Wholesale and Retail Coordination

SAWCo provides water based on a fixed number of shares. Several local water suppliers own shares in SAWCo and SAWCo acts as a wholesaler to these agencies:

- Cucamonga Valley Water District
- City of Upland
- City of Ontario
- Monte Vista Water District

As indicated in Table 2-4, SAWCo has provided its 2025 UWMP to its retail agencies which includes water use projections of its water sales to its member agencies in five-year increments for a normal year, a single dry year, and a five consecutive year drought conditions over the next 25 years. SAWCo provides only locally sourced water to its shareholder agencies and therefore does not receive water from another wholesale agency.

**Table 2-4- Water Supplier Information Exchange - Wholesale**

<b>Section 2.4.3</b>	
<input checked="" type="checkbox"/>	Supplier has informed 10 or fewer other water suppliers of water supplies available in accordance with Water Code Section 10631(h).

## 2.4.2 Coordination With Other Agencies and the Community

As discussed in the previous Section, SAWCo notified its shareholder retail agencies, as well as the cities and counties within which SAWCo provides water supplies, at least sixty (60) days prior to the public hearing of the preparation of the 2025 UWMP and invited them to participate in the development of the 2025 UWMP.

Per Government Code 6066, the public hearing was noticed in the newspaper on **May X, 2026**, and noticed again on **May X, 2026**. The hearing notices are attached as Appendix C. The public hearing was held on May 19, 2026 at the Board meeting prior to the UWMP and WSCP adoption. In addition, SAWCo maintained a copy of the 2025 UWMP and WSCP in its office and at [[www.sawaterco.com](http://www.sawaterco.com)] prior to the public hearing.

The Final 2025 UWMP and WSCP were formally adopted by the Board on **May XX, 2026**. A copy of the Adoption Resolution is included in Appendix D. A hard copy of SAWCo's Final 2025 UWMP and WSCP were sent to the California State Library, DWR (electronically using the WUEdata reporting tool), and all cities and counties within SAWCo's service area within 30 days of adoption. To fulfill the requirements of Water Code Section 10642 of the UWMP Act, SAWCo made the Final 2025 UWMP available online and at SAWCo's public office during normal business hours, for public review within 30 days of adoption.

Should SAWCo need to amend the adopted 2025 UWMP or WSCP in the future, SAWCo will hold a public hearing for review of the proposed amendments to the document. SAWCo will send a 60-day notification letter to all cities and counties within SAWCo's service area and notify the public. Notification to the public will be published twice in the newspaper, the first notice being a minimum of two weeks prior to the public hearing. Once the amended document is adopted, a copy finalized version will be sent to the California State Library, DWR (electronically using the WUEdata reporting tool), and all cities and counties within SAWCo's service area within 30 days of adoption. The finalized version will also be made available to the public both online and in person at SAWCo's public office during normal business hours.

## 2.4.3 Notice to Cities and Counties

CWC Section 10621 requires that suppliers notify cities and counties to which they serve water that the UWMP and WSCP are being updated. Notices should be provided at least 60 days prior to a public hearing. To fulfill this requirement, SAWCo notified local and regional agencies of preparation of its 2025 UWMP and WSCP, inviting these agencies to submit any comments. SAWCo provided notices to the agencies listed in Table 2-5. A copy of the notification letters sent to these agencies is provided in Appendix E.

**Table 2-5- Agency Coordination**

<b>Agency/Organization</b>	<b>Was Notified of Plan Availability<sup>1</sup></b>	<b>Was sent a Notice of Intention to Adopt 60 days Prior to Public Hearing</b>
<b>Water Suppliers</b>		
<b>Cucamonga Valley Water District</b>		x
<b>Monte Vista Water District</b>		x
<b>Inland Empire Utilities Agency</b>		x
<b>Water Facilities Authority</b>		x
<b>Public Agencies</b>		
<b>City of Upland</b>		x
<b>City of Ontario</b>		x
<b>City of Chino</b>		x
<b>City of Chino Hills</b>		x
<b>County of San Bernardino</b>		x

<sup>1</sup> Was notified of availability of Draft UWMP and directed to an electronic copy of the draft plan on SAWCo’s website.

# 3 System Description

This section describes SAWCo’s water system, service area, population demographics, local climate, and land uses.

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## IN THIS SECTION

- General Description
- Service Area Boundary Map
- Service Area Climate, Demographics, and Socioeconomics
- Land Uses

## 3.1 General Description

SAWCo is governed by a seven-person Board of Directors (Board) elected to four-year terms. Daily operations are overseen by the General Manager with support by the Assistant General Manager and Water Utility Superintendent. SAWCo employs approximately 10 staff members to manage operational and administrative services.

SAWCo is governed by bylaws. The purpose of SAWCo is to develop, distribute, supply, and deliver water to its shareholders for irrigation, domestic, and all other useful purposes, in proportion to the number of shares of stock held by them respectively, at actual cost, and is not organized for the private gain of any person or agency.

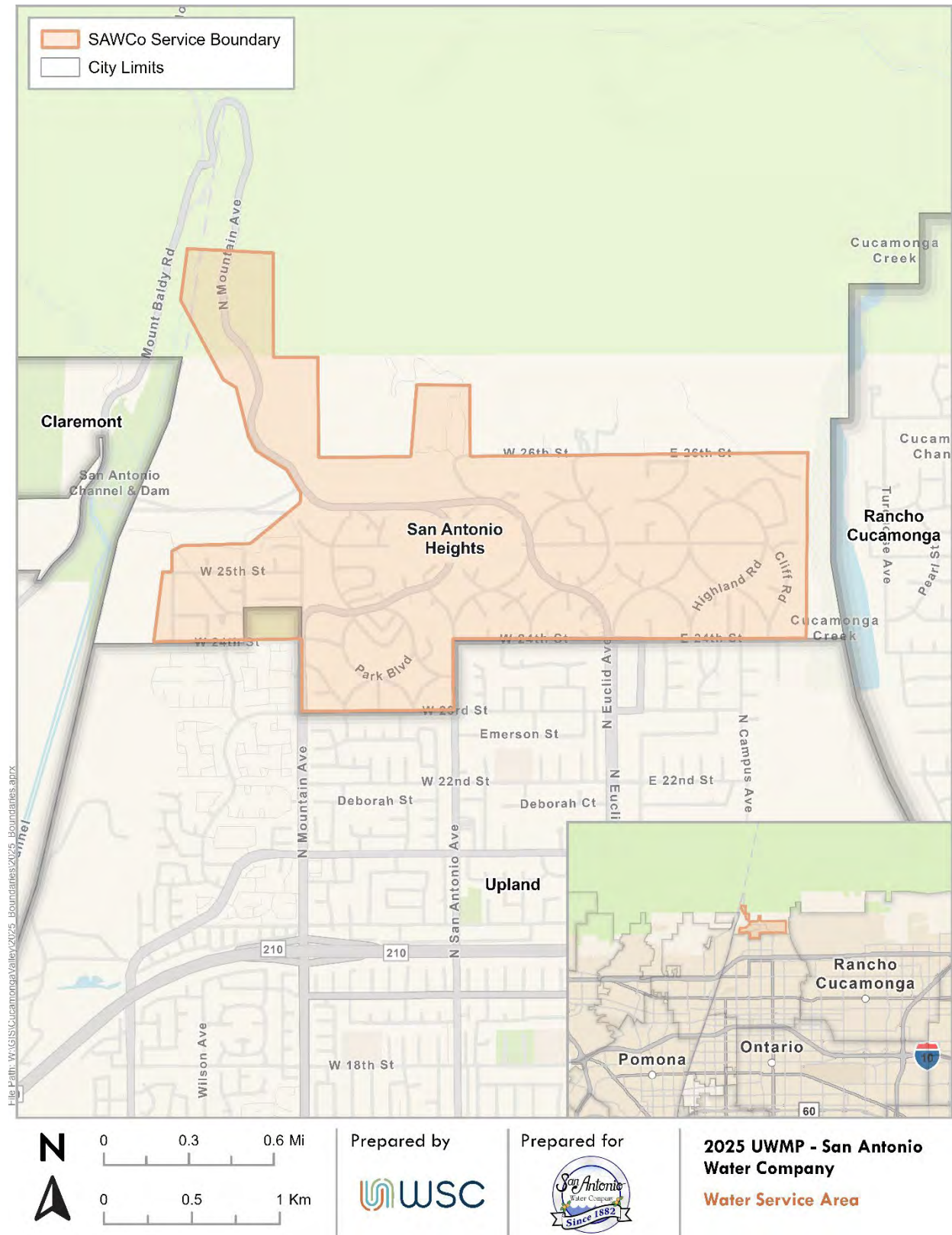
SAWCo contains a fixed number of shares at 6,389 shares. In 2025, 6,133 shares were actively taking water. Water is provided based on entitlement and the number of shares a customer holds. Shares may be divided or sold. In 2025, the total yearly entitlement was 13,000 AF; the yearly entitlement per share was equal to 2.03 AF/share.

## 3.2 Service Area Boundary Maps

SAWCo's bylaws specify the service area is made up of a Basic Area and an Extended Area. The Basic Area generally coincides with the incorporated community of San Antonio Heights located north of the City of Upland in San Bernardino County, as shown in Figure 3-1. The Basic Area is bounded to the south by the City of Upland, to the north by the San Bernardino Mountains, to the west by the Los Angeles County Line and to the east by Cucamonga Creek. SAWCo provides retail service to all end users who reside in the Basic Area.

The Extended Area is identified as all lands not included in the Basic Area. Customers within the Extended Area are considered wholesale shareholders. There are however a limited number of retail customers in the Extended Area including the Upland Hills Golf course, the Red Hill Golf Course, Holliday Rock Company, and several grove irrigators.

Figure 3-1- San Antonio Water Company Service Area

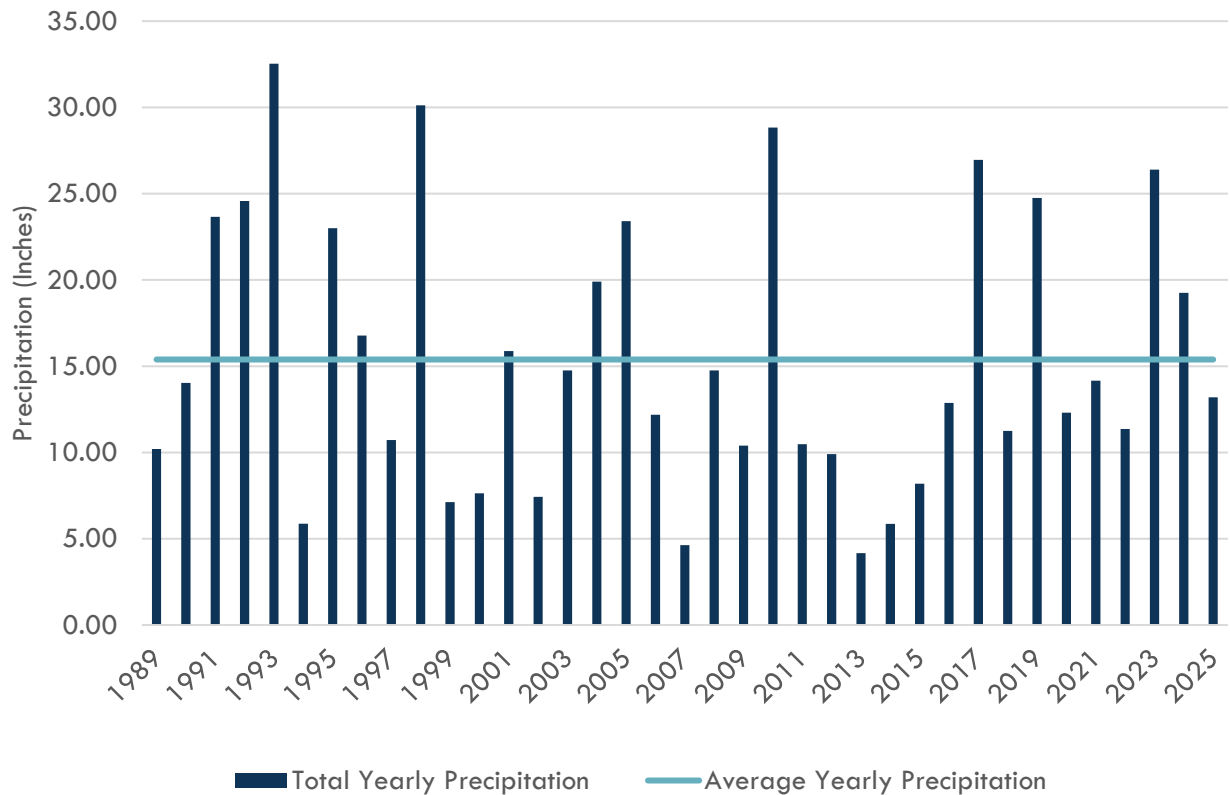


### 3.3 Service Area Climate

Table 3-1 presents average climate data for the service area, including temperature, rainfall, and reference evapotranspiration (ET<sub>o</sub>) from the California Irrigation Management Information System (CIMIS). CIMIS data was used as it provided the most recent data pertaining to temperature, rainfall, and ET<sub>o</sub>. As shown in Table 3-1, the warmest month of the year is typically August with an average temperature of 74 degrees Fahrenheit (°F), while the coldest month of the year is December with an average temperature of 52.5°F.

The annual average precipitation within SAWCo’s service area is about 15.7 inches. As shown in Table 3-1, the majority of rainfall occurs in the months of November through March. February is typically the wettest month with an average rainfall of approximately 3.3 inches. Figure 3-2 shows yearly precipitation data for 1989 to 2025 based on CIMIS Station 78 Pomona.

**Figure 3-2- Annual Precipitation from 1989-2025**



**Table 3-1- Average Climate**

<b>MONTH</b>	<b>AVERAGE TEMPERATURE (°F)</b>	<b>AVERAGE RAINFALL (INCH)</b>	<b>AVERAGE STANDARD ETO (INCH)</b>
January	53.5	3.1	2.0
February	54.7	3.3	2.5
March	56.7	2.3	3.8
April	60.0	1.0	4.7
May	63.1	0.4	5.2
June	68.2	0.2	6.0
July	73.0	0.2	6.7
August	74.0	0.3	6.5
September	71.4	0.5	4.9
October	65.1	0.8	3.5
November	58.2	1.1	2.4
December	52.5	2.5	1.8
<b>MONTHLY AVERAGE</b>	<b>62.5</b>	<b>1.3</b>	<b>4.2</b>

SOURCES: Data based on CIMIS weather station 78 Pomona; <https://cimis.water.ca.gov/>. Averages calculated from 1989-2025 data.

Changes in climatic conditions may have an impact on water demand and supplies (as discussed in Section 0). Precipitation within the vicinity of SAWCo’s service area is discussed further in Chapter 6. A discussion of SAWCo’s sources of supply, how those sources may be impacted by climate change, and the proactive actions SAWCo and other local/regional water managers may take to address the potential climate change on water supplies and demand is provided in Sections 4 and 6.

### 3.4 Service Area Population and Demographics

Southern California Association of Governments (SCAG) develops demographic and growth forecasts for the 2025 Connect SoCal Regional Transportation Plan (RTP) (Governments, 2024), including projected population, households, and employment in 2019, 2035, and 2050 across approximately 13,062 traffic analysis zones (TAZs) in the SCAG region. SCAG publishes jurisdiction and TAZ-level data as GIS shapefiles, which are intersected with supplier service areas to estimate growth units within those areas as shown in Table 3-2. Forecasts are based on land use data, the 2020 Census, and Cycle 6 Regional Housing Needs Assessment (RHNA),

and are refined through local review, incorporating land use and zoning information, input from planners, and coordination with local and regional land use authorities.

**Table 3-2- SCAG Growth Units & Annual Growth Rates**

	2019	2035	2050
<b>Population</b>			
Projection (SCAG)	3,230	3,182	3,190
Annual Growth Rate (Calculated)	-	-0.09%	0.02%
<b>Employment</b>			
Projection (SCAG)	469	469	469
Annual Growth Rate (Calculated)	-	0.00%	0.00%
<b>Households</b>			
Projection (SCAG)	1,143	1,151	1,159
Annual Growth Rate (Calculated)	-	0.05%	0.04%

2020 Census data was used to determine SAWCo’s 2020 service area population. 2020 population data was then used in conjunction with the service area’s number of connections in 2020 to calculate a ‘persons-per-connection (PPC) factor of 3. This factor was then applied to the number of connections provided for 2025 to estimate the current population as of 2025. Annual growth rates for 2019-2050 were calculated from SCAG growth units in Table 3-2. Annual growth rates were applied to 2025 population to estimate 2025-2050 populations for the service area as shown in Table 3-3.

SAWCo also provides water for irrigation, industrial, agricultural, and wholesale in the Extended Area. Land use and planning in the extended area is under the jurisdiction of numerous cities and San Bernardino County and is addressed in their respective UWMPs.

**Table 3-3- Population - Current and Projected - Wholesale**

POPULATION SERVED	2020 <sup>1</sup>	2025 <sup>2</sup>	2030	2035	2040	2045	2050
<b>TOTAL:</b>	3,036	3,036	3,022	3,008	3,010	3,013	3,016

<sup>1</sup> 2020 Census Population Data

<sup>2</sup> Assumes a calculated 2020 PPC factor of 3

Demographic and socioeconomic data for San Antonio Heights Census Designated Place representative of SAWCo as an agency are reported in Table 3-4.

**Table 3-4- San Antonio Heights Census Designated Place - Demographic and Socioeconomic Data**

<b>Race and Ethnicity</b>	
Hispanic or Latino	24%
White	62%
Black or African American	1%
American Indian and Alaska Native	0%
Asian	10%
Native Hawaiian and Pacific Islander	0%
Other or Multiple Races	3%
<b>Income and Households</b>	
Median Household Income	\$144,509
Percent Living at or Below Poverty Line	7%
Percent of households owning home	85%
Vacancy Rate	2%

Sources:

2020 Decennial Census

2024 American Community Survey 1-Year Estimates

Accessed at: [Data.census.gov](https://data.census.gov)

### 3.5 Land Uses within Service Area

As mentioned, SAWCo provides potable water service to the Basic Area, which incorporates the community of San Antonio Heights. This area consists of residential users only. There are only seven parcels currently identified as undeveloped. If they are developed, single-family residences will be established. Therefore, both current and future land uses within SAWCo’s Basic Area are residential only.

# 4 Water Use Characterization

This section describes and quantifies SAWCo's past, current, and future water use through 2050.

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## IN THIS SECTION

- Non-Potable Versus Potable Water Use
- Past, Current, and Projected Water Use by Sector
- Water Use for Lower Income Households
- Climate Change Considerations

## 4.1 Non-Potable Versus Potable Water Use

SAWCo serves both potable and non-potable water. SAWCo provides potable water to residents within the San Antonio Heights and on occasion, to the City of Upland. SAWCo provides non-potable water for irrigation to various local irrigators and other agencies, including the Cities of Upland and Ontario, Monte Vista Water District, and Cucamonga Valley Water District. Other large irrigation accounts include the Holiday Rock Company and Red Hill Golf Course and Homeowners Association. Based on data for 2021 through 2025, SAWCo's average non-potable deliveries account for 87% of the total water provided by SAWCo.

## 4.2 Past, Current, and Projected Water Use by Sector

SAWCo provides potable and non-potable water to its customers as described in further detail in the following sections.

### 4.2.1 Water Use Sectors Listed in Water Code

Water suppliers are required to identify water uses, to the extent that records are available, for the water use sectors identified in CWC 10631(d) to assist in the water demand projections.

SAWCo serves the following water uses:

#### **Single Family**

Single family residential customers are typically on a lot with a free-standing building containing one dwelling unit that may include a detached secondary dwelling.

#### **Landscape**

SAWCo provides non-potable water to its irrigation customers for landscape purposes.

#### **Sales/Transfers/Exchanges to Other Suppliers**

SAWCO provides water to the City of Upland and Monte Vista Water District for irrigation purposes.

#### **Groundwater Recharge**

SAWCO sends water to recharge Spreading Basins.

### 4.2.2 Past Water Use

SAWCo's actual water use by customer class from 2021-2025 is shown in Table 4-1. Historical demand trends have been considered as part of projected water use in Section 4.2.5 and water service reliability in Section 6.

Table 4-1 - 2021-2025 Actual Water Use, AF

Use Type	Additional Description	2021	2022	2023	2024	2025
Single Family <sup>1</sup>	Potable	1,429	1,246	1,038	1,226	1,264
Sales/Transfers /Exchanges to other Suppliers <sup>2</sup>	Potable	674	859	402	1,323	1,080
Sales/Transfers /Exchanges to other Suppliers <sup>3</sup>	Non-Potable	8,042	8,848	10,038	9,063	8,227
Landscape <sup>4</sup>	Non-Potable	686	910	815	763	716
Groundwater recharge	Non-Potable	741	1,075	7,500	6,292	2,664
<b>Subtotal Potable</b>		<b>2,102</b>	<b>2,105</b>	<b>1,440</b>	<b>2,548</b>	<b>2,344</b>
<b>Subtotal Non-Potable</b>		<b>9,469</b>	<b>10,833</b>	<b>18,353</b>	<b>16,118</b>	<b>11,606</b>
<b>TOTAL:</b>		<b>11,572</b>	<b>12,938</b>	<b>19,793</b>	<b>18,666</b>	<b>13,950</b>

<sup>1</sup> Includes Domestic SAWCo.

<sup>2</sup> Includes Domestic to City of Upland.

<sup>3</sup> Includes Non-potable sales to City of Ontario, City of Upland, and Monte Vista Water District Irrigation.

<sup>4</sup> Includes Non-Potable SAWCo Irrigation Customers such as Holiday Rock Company, Red Hills Golf Course and HOA, and minor irrigators.

### 4.2.3 Distribution System Water Losses

Distribution system water losses are the physical potable water losses from the point of water entry to the distribution system to the point of delivery to the customer's system. Water loss can result from aging infrastructure, leaks, seepage, theft, metering inaccuracies, data handling errors, and other causes. Addressing water losses can increase water supplies and recover revenue. SAWCo monitors its water loss but does not prepare an annual American Water Works Association (AWWA) Water Audit to estimate the volume of water loss because wholesalers do not have to report water losses.

### 4.2.4 Current Water Use

In 2025, SAWCo provided potable and non-potable water to its customers as well as distributed water to spreading basins for groundwater recharge as shown in Table 4-2.

**Table 4-2 -Total Potable and Non-Potable Water - Wholesale**

Use Type	Additional Description	2025 Actual	
		Potable or Non-Potable	Volume
Single Family	SAWCo Domestic Customers	Potable	1,264
Sales/Transfers/Exchanges to other Suppliers	City of Upland	Potable	1,080
Sales/Transfers/Exchanges to other Suppliers	City of Upland	Non-Potable	6,991
Sales/Transfers/Exchanges to other Suppliers	City of Ontario	Non-Potable	572
Sales/Transfers/Exchanges to other Suppliers	Monte Vista Water District	Non-Potable	663
Landscape	SAWCo Irrigation Customers	Non-Potable	716
Groundwater recharge	Spreading Basins	Non-Potable	2,664
		<b>Subtotal Potable</b>	2,344
		<b>Subtotal Non-Potable</b>	11,606
		<b>Total:</b>	<b>13,950</b>

### 4.2.5 Projected Water Use

SAWCo’s system is nearly built out; therefore, future water demand is expected to increase only minimally. The majority of the San Antonio Heights area is already developed, and any new development is expected to occur primarily along Holly Drive. These developments are anticipated to consist of single-family residential parcels requiring potable service only.

Future retail demands were estimated as part of SAWCo’s 2020 Master Plan. A unit demand factor was developed using 2019 water consumption data and parcel acreage to estimate water use per acre. This factor was applied to parcels identified as potential development areas to estimate additional demand associated with future development. The resulting estimated demand from these parcels was then added to the current system demand to determine total projected future demand for SAWCo’s potable system.

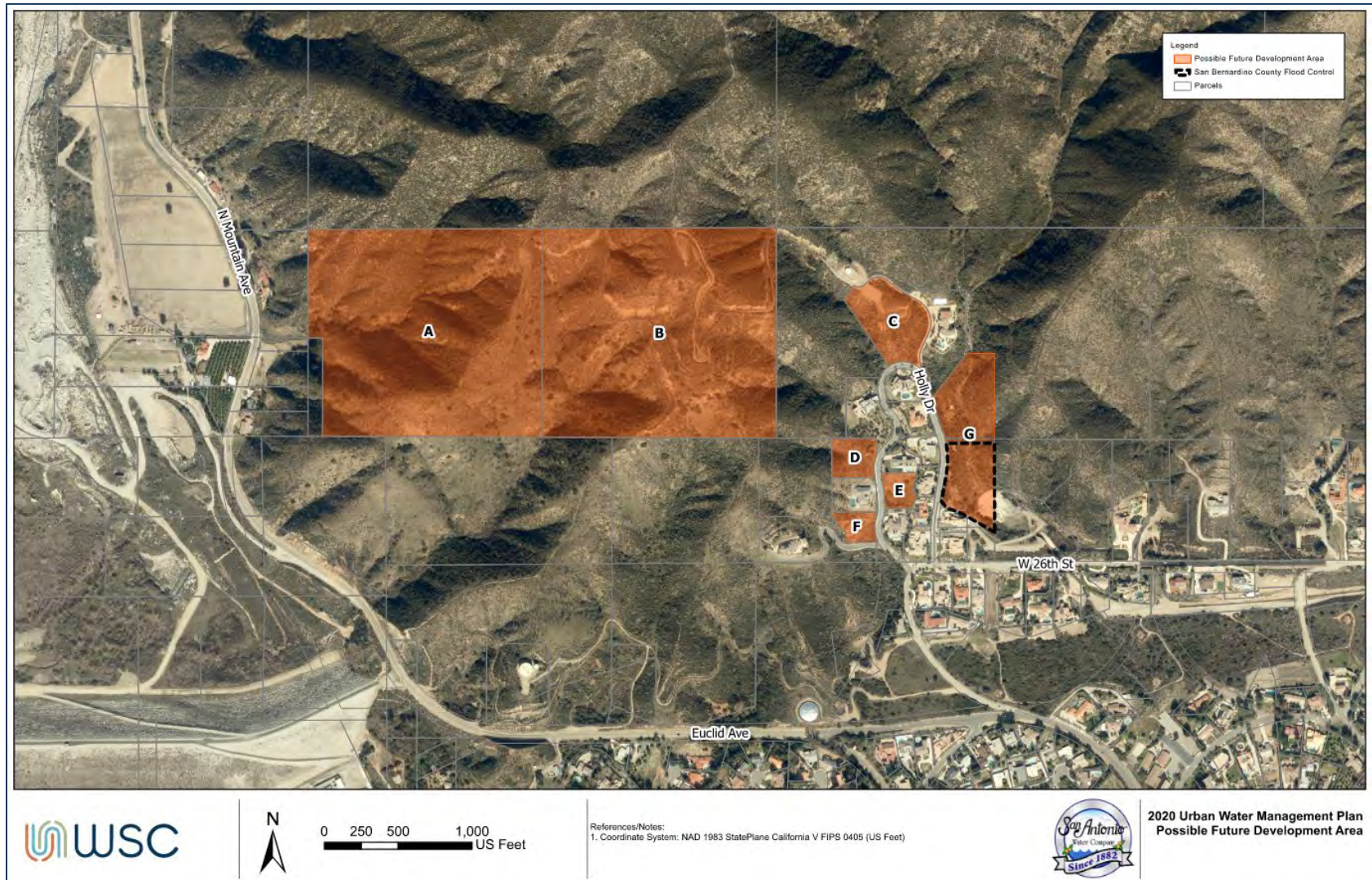
Areas identified for potential development are shown in Figure 4-1, and the corresponding projected demand for each parcel is summarized in Table 4-3. For the purposes of both short- and long-range planning, SAWCo’s retail demands are projected to remain relatively constant.

As outlined in SAWCo’s Bylaws, SAWCo provides water to its shareholders and expects its customers to maximize their shares. Therefore, SAWCo projects future water uses based on total shares and entitlement for each customer.

**Table 4-3- Projected Potable and Non-Potable Water Use - Wholesale**

Use Type	Additional Description	Potable or Non-Potable	Projected Water Use				
			2030	2035	2040	2045	2050 opt
Single Family	SAWCo Domestic Customers	Potable	1,366	1,366	1,366	1,366	1,366
Sales/Transfers/Exchanges to other Suppliers	City of Upland	Potable & Non-Potable	9,179	9,179	9,179	9,179	9,179
Sales/Transfers/Exchanges to other Suppliers	City of Ontario	Non-Potable	600	600	600	600	600
Sales/Transfers/Exchanges to other Suppliers	Monte Vista Water District	Non-Potable	695	695	695	695	695
Landscape	SAWCo Irrigation Customers	Non-Potable	836	836	836	836	836
Groundwater recharge	Spreading Basins	Non-Potable	2,000	2,000	2,000	2,000	2,000
<b>Total</b>			<b>14,676</b>	<b>14,676</b>	<b>14,676</b>	<b>14,676</b>	<b>14,676</b>

Figure 4-1- Areas Identified as Possible for Future Development



**Table 4-4-- Future Potable Demand from Future Development**

AREA	ACRES	WATER DEMAND FACTOR (GPM/ACRE)	WATER DEMAND (GPM)	WATER DEMAND (AFY)
A <sup>1</sup>	33.8	1.036	17.53	10.9
B <sup>1</sup>	35.2	1.036	18.23	11.3
C	3.4	1.036	3.54	2.2
D	1.2	1.036	1.28	0.8
E	0.8	1.036	0.81	0.5
F	0.8	1.036	0.82	0.5
G <sup>2</sup>	5.9	1.036	6.09	3.8
			<b>ADDITIONAL FUTURE DEMAND, AFY</b>	<b>29.9</b>

Notes:

<sup>1</sup>If developed, parcel expected to be half developed. Half of total parcel acreage used to determine future demand.

<sup>2</sup>Half of area identified as future development is highly unlikely to be developed. Southern portion of Area G owned by San Bernardino County Flood Control. Dashed lines in Figure 4-1 delineate area owned by San Bernardino County Flood Control.

### 4.3 Climate Change Considerations

Future demand and use of supply sources may be affected by climate change.

*“Projections of climate change in California indicate a further intensification of wet and dry extremes and shifting temperatures that can...affect both water use and supplies. Extreme and higher temperatures can lead to increases in water use...Projections of more frequent, severe, and prolonged droughts could lead to not only less surface water available, but also exacerbating ongoing stressors in groundwater basins across the state.”* (State of California Department of Water Resources, 2021)

Higher temperatures decrease the amount of water available for groundwater recharge and for surface water sources while increasing water use, especially for outdoor use. Reductions in future supply due to impacts associated with climate change were considered as part of the projected supply discussed in Section 5 and Section 6. Impacts to future water use patterns due to climate change factors were considered as part of the demand projections provided in Section 4.

# 5

## Water Supply Characterization

This section describes and quantifies SAWCo’s current and projected potable and non-potable water supplies. It provides a narrative description and quantifies the supply availability for each supply source identified. SAWCo currently receives all its water supply from local sources including the San Antonio Creek, groundwater from the San Antonio Tunnel, and three groundwater basins: Chino Basin, Cucamonga Basin, and Six Basins.

---

### IN THIS SECTION

- Water Supply Analysis Overview
- Water Supply Characterization
- Energy Intensity

## 5.1 Water Supply Analysis Overview

SAWCo relies on local water supplies including surface water from San Antonio Creek and groundwater from the Chino, Cucamonga, and Six Basins as well as Tunnel Water to meet shareholder demands.

Surface water availability varies with rainfall and is derived from pre-1914 water rights, while groundwater production is governed by basin adjudications that define SAWCo's pumping rights. SAWCo also participates in groundwater recharge programs that help maintain basin supplies.

In addition to groundwater, SAWCo receives water from the San Antonio Tunnel, which collects naturally percolated groundwater. Tunnel water can be used to serve either domestic or irrigation demands depending on operational needs, with excess flows occasionally directed to the irrigation system to reduce groundwater pumping.

SAWCo expects to continue relying on these local sources in the future and descriptions for each are provided below.

## 5.2 Groundwater

SAWCo obtains groundwater from the Chino, Cucamonga, and Six Basins groundwater basins. Table 5-1 describes SAWCo's groundwater rights. Groundwater extracted from the Chino Basin is used for potable demands only. Groundwater from the Cucamonga Basin is used for potable demands and for irrigation. Six Basins water is used within SAWCo's irrigation system. Table 5-1 shows the various groundwater basins SAWCo utilizes and their boundaries.

**Table 5-1 - SAWCo's Groundwater Rights**

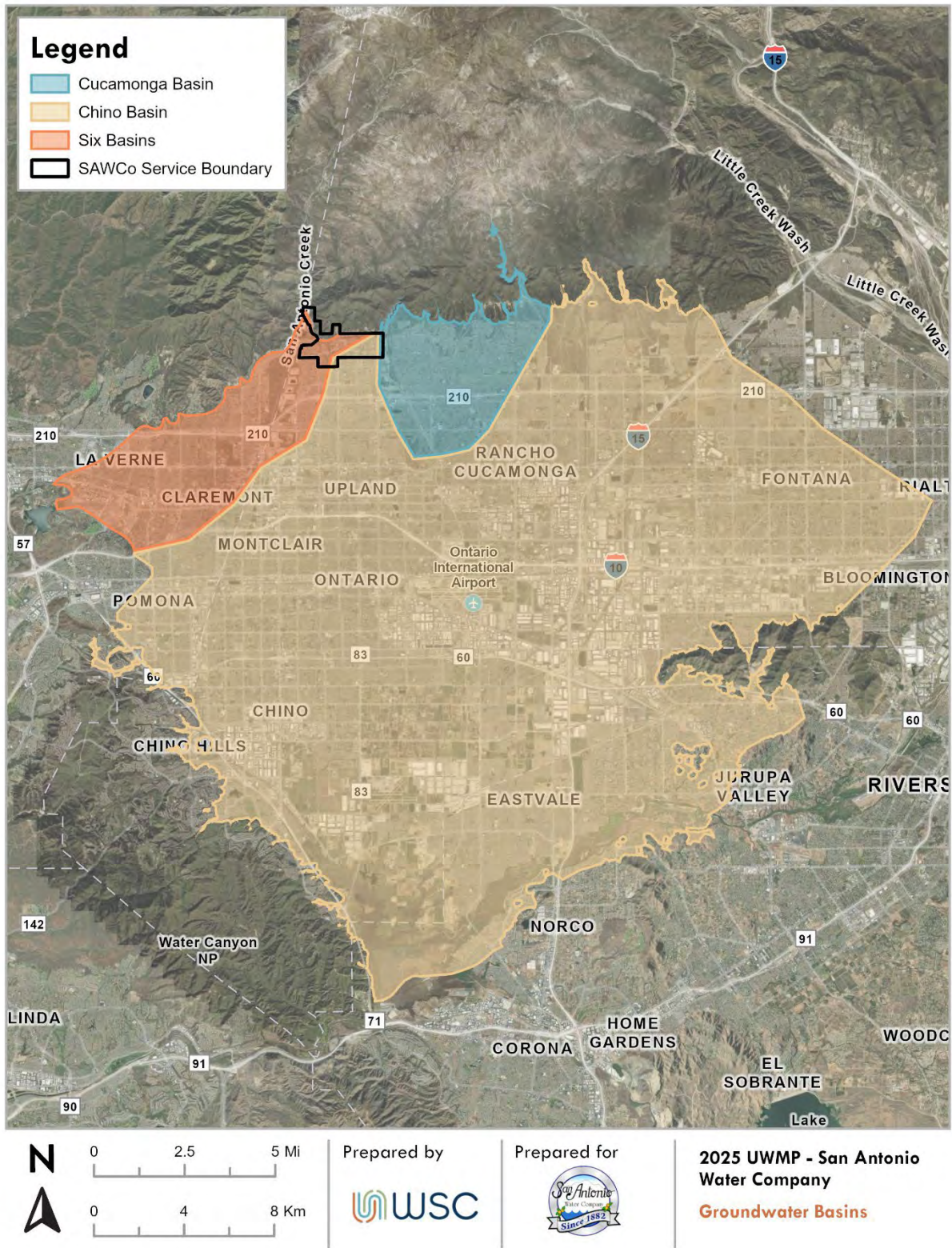
Groundwater Basin	SAWCo Rights, AFY	Notes
Chino Basin	1,234	
Cucamonga Basin	4,500 – 8,500	SAWCo may obtain up to 6,500 AFY of groundwater from the Cucamonga Basin, provided 2,000 AF is spread each year. If SAWCo spreads less than 2,000 AFY, SAWCo may only extract 4,500 AFY, plus the average of last ten years spread. If SAWCo spreads an excess of 2,000 AFY, SAWCo may extract up to 95% of the total spreading surplus amount, but not more than 8,500 AFY.
Six Basins	932	

Groundwater extractions by basin over the past five years are provided in Table 5-2.

**Table 5-2 - Groundwater Pumped - Wholesale**

Groundwater Type	Potable or Non-Potable	Location or Basin Name	2021	2022	2023	2024	2025
Alluvial Basin	Potable	Chino Basin	459	486	2	782	644
Alluvial Basin	Potable	Cucamonga Basin	70	3	0	193	12
Alluvial Basin	Non-Potable	Cucamonga Basin	6,674	7,613	4,335	4,762	6,479
Alluvial Basin	Non-Potable	Six Basins	1,030	894	1,272	1,534	757
<b>Total</b>			<b>8,233</b>	<b>8,996</b>	<b>5,609</b>	<b>7,271</b>	<b>7,892</b>

Figure 5-1- Groundwater Basin Locations



## 5.2.1 Chino Basin Groundwater

### 5.2.1.1 Description

The Chino Basin is located within the Upper Santa Ana Valley within San Bernardino County and is bounded on the east by the Rialto-Colton fault; on the southeast by the contact with impermeable rocks forming the Jurupa Mountains; on the south by impermeable rocks of the Puente Hills and by the Chino fault; on the northwest by the San Jose fault; and on the north by the impermeable rocks of the San Gabriel Mountains and by the Cucamonga fault. The location of the Chino Basin is provided in Figure 5-1. The surface area of the Chino Basin is approximately 154,000 acres (or 240 square miles). The San Antonio Creek and Cucamonga Creek drain the Chino Basin area southward and flow into the Santa Ana River. Pursuant to DWR Bulletin 118 (for Basin Number 8-2.01), the Chino Basin is a subbasin of the Upper Santa Ana Valley Groundwater Basin and has a total storage capacity of approximately 5,000,000 AF.

The water-bearing units in the Chino Basin include Holocene and Upper Pleistocene alluvium. This Holocene alluvium consists mainly of alluvial-fan deposits, with maximum thickness of 150 feet that are most coarse in and near the mouths of the canyons and are finer away from canyon mouths in the southern part of the Chino Basin. The Pleistocene alluvium is exposed mainly in the northern part of the subbasin and supplies most of the water to wells located within the Chino Basin. The Pleistocene alluvium is about 600 to 700 feet thick throughout most of the Chino Basin. The alluvium contains interfingering finer, alluvial-fan deposits and coarser, fluvial deposits.

### 5.2.1.2 Sustainable Groundwater Management Act

Pursuant to the Sustainable Groundwater Management Act of 2014 (SGMA), the Chino Basin was named as an adjudicated groundwater basin and is exempt from the requirements of developing a GSP and subsequently was designated a very-low-priority basin in DWR's 2019 SGMA Basin Prioritization report. In compliance with SGMA, the Chino Basin Watermaster submits its Annual Report to DWR.

### 5.2.1.3 Adjudication

The Chino Basin was adjudicated under the Chino Basin Judgment, entered on January 27, 1978 by the Superior Court for the County of San Bernardino. A copy of the Chino Basin Judgment is provided in Appendix F The Chino Basin Watermaster was created by the Judgment to administer the provisions of the Judgement as an arm of the Court.

The Chino Basin Judgment originally established a Safe Yield for the Chino Basin of 140,000 AFY. The Safe Yield is typically recalculated every 10 years and is defined in the Chino Basin Judgment as “the long-term average annual quantity of ground water (excluding replenishment of stored water but including return flow to the Basin from use of replenishment or stored water) which can be produced from the Chino Basin under conditions of a particular year without causing an undesirable result”. Pursuant to the most recent Safe Yield reset effective in 2020,

the Safe Yield for the Chino Basin is currently 131,000 AFY (effective July 1, 2020 to June 30, 2030).

In April 2017, a Court Order regarding the Safe Yield of the Chino Basin (2017 Safe Yield Court Order) was issued, which caused the Safe Yield to be recalculated in 2025. The 2017 Safe Yield Court Order also required changes to the Safe Yield Reset methodology. The methodology was updated in 2022, and the 2025 Safe Yield Reset process began in 2023. The 2025 Safe Yield Reset is not final, so for purposes of this UWMP, the Safe Yield for the Chino Basin is based on the currently effective value of 131,000 AFY. Additional information on the 2025 Safe Yield Reset is available on the Chino Basin Watermaster (<https://www.cbwm.org/pages/syrm/>).

The Chino Basin Judgment's allocation of the Safe Yield includes three separate Pools:

1. Overlying Agricultural Pool (farmers, State of California, and other minimal producers)
2. Overlying Non-Agricultural Pool (businesses and industries)
3. Appropriative Pool (cities, agencies, and other water suppliers, including Ontario)

As of July 2020, the Safe Yield is allocated among these three pools at 82,800 AFY to the Overlying Agricultural Pool, 7,366 AFY to the Overlying Non-Agricultural Pool, and 40,834 AFY to the Appropriative Pool. The portion of the Safe Yield allocated to the Appropriative Pool is called the Operating Safe Yield (OSY).

SAWCo is a member of both the Overlying Non-Agricultural Pool and the Appropriative Pool. Per the Judgment, SAWCo has appropriative rights to 2.748 percent of the OSY. With an OSY of 40,834 AF, SAWCo's current appropriative right is approximately 1,232 AFY.

Appropriators who are Parties to the Chino Basin Judgment are authorized to produce groundwater in excess of their rights. For any groundwater produced in excess of their rights, Appropriators pay assessments to the Chino Basin Watermaster, which are used to purchase water to replenish the Chino Basin. The Chino Basin Watermaster purchases water from MWD through Inland Empire Utilities Agency (IEUA) and/or TVMWD, on behalf of the Parties, to replenish the Chino Basin. Occasionally, Watermaster has purchased water from storage accounts from parties within the Chino Basin.

#### 5.2.1.4 Management

##### **Chino Basin Optimum Basin Management Program**

In 2000, the Chino Basin Watermaster developed the Chino Basin Optimum Basin Management Program (OBMP). The OBMP was developed in a collaborative process that identified the needs of the stakeholders, described the physical state of the basin, defined a set of management goals, identified impediments to these goals, and established a series of actions that would remove these impediments and achieve the management goals. The goals identified in the OBMP included: (1) Enhance Basin Water Supplied; (2) Protect and Enhance Water Quality; (3) Enhance Management of the Basin; and (4) Equitably Finance the OBMP.

The OBMP defines nine Program Elements which were incorporated into the OBMP Implementation Plan as part of the Court-ordered Peace Agreement (2000):

- Program Element 1 - Develop and Implement Comprehensive Monitoring Program
- Program Element 2 - Develop and Implement Comprehensive Recharge Program
- Program Element 3 - Develop and Implement a Water Supply Plan for Impaired Areas
- Program Element 4 - Develop and Implement Comprehensive Groundwater Management Plan for Management Zone 1
- Program Element 5 - Develop and Implement Regional Supplemental Water Program
- Program Element 6 - Develop and Implement Cooperative Programs with the Regional Board and Other Agencies to Improve Basin
- Program Element 7 - Develop and Implement Salt Management Plan
- Program Element 8 - Develop and Implement Groundwater Storage Management Program
- Program Element 9 - Develop and Implement Storage and Recovery Programs

The “Peace Agreement” (2000) and the “Peace II Agreement” (2007) are agreements among the Parties that allow the implementation of the OBMP and guide the management of the Chino Basin, including the construction and operations of the Desalters, hydraulic control of the Basin, groundwater production and replenishment for the Desalters, yield accounting and recharge.

#### **Chino Basin Storage Management Plan**

The Peace Agreement (2000) establishes rules and regulations, standard storage agreements, and related forms for storage in the Chino Basin. Since 2000, Chino Basin Watermaster administers groundwater storage in the Chino Basin pursuant to the storage management plan described in Program 8 of the 2000 OBMP.

There are five types of storage accounts: Excess Carryover, Local Supplemental-Recycled, Local Supplemental-Imported, Pre-2000 Quantified Supplemental, and Storage and Recovery.

- Excess Carryover account – includes a Party’s unproduced rights in the Safe Yield (Safe Yield for Overlying Non-Agricultural Pool Parties and OSY for Appropriative Pool Parties) and Basin Water purchased or transferred from other Parties.
- Local Supplemental Water account (recycled and imported)– includes any imported and/or recycled water that is recharged by a producer and similar water acquired from other Parties.
- Pre-2000 Quantified Supplemental Account (same function as Local Supplemental Water Account)
- Storage and Recovery account – holds Supplemental Water (imported or recycled) and is intended to provide a broad and mutual benefit to the Parties of the Judgment.

### **Groundwater Clean-up**

Groundwater in areas of the Chino Basin is currently contaminated with Perchlorate and VOCs, including 1,2,3-Trichloropropane (1,2,3-TCP), trichloroethylene (TCE), and perchloroethylene (PCE). In addition, nitrates and TDS concentrations in areas of the Chino Basin exceed drinking water quality standards. Wellhead treatment is necessary in these areas to allow delivery of the groundwater for potable purposes.

### **5.2.2 Cucamonga Basin Groundwater**

The Cucamonga Basin is a subbasin of the Upper Santa Ana Valley Groundwater Basin and is designated by the California Department of Water Resources (DWR) as Basin 8-002.02. The basin is located in the northern portion of the Upper Santa Ana Valley and covers approximately 9,530 acres (about 15 square miles). It is bounded to the north by the San Gabriel Mountains and to the west, east, and south by the Red Hill Fault (DWR, 2016). Groundwater occurs primarily within alluvial deposits consisting of sand, gravel, silt, and clay derived from streams draining the San Gabriel Mountains.

Under SGMA, the Cucamonga Basin is classified as an adjudicated basin and is therefore exempt from the requirement to develop a Groundwater Sustainability Plan. The basin was designated as a very-low-priority basin in DWR's 2019 SGMA Basin Prioritization.

The basin was adjudicated in 1958 through the Cucamonga Basin Decree, which established groundwater production rights and management provisions for basin users. The decree is currently administered jointly by the Cucamonga Valley Water District, San Antonio Water Company, and West End Consolidated Water Company. While the decree did not establish a formal Watermaster, the parties coordinate groundwater production, monitoring, and data sharing to manage basin resources consistent with the terms of the judgment.

Recharge to the Cucamonga Basin occurs primarily through streamflow infiltration, rainfall percolation, irrigation return flows, and underflow from the San Gabriel Mountains. Total groundwater storage capacity in the basin is estimated at approximately 53,600 acre-feet (DWR Bulletin 118).

Under the Cucamonga Judgment, San Antonio Water Company's (SAWCo) base groundwater production right is 4,500 AFY and may increase depending on the amount of water spread from San Antonio Canyon. If at least 2,000 AFY is spread, SAWCo may produce up to 6,500 AFY. Additional spreading above 2,000 AFY may be credited at 95 percent toward production, up to a maximum production right of 8,500 AFY.

In 2025, approximately 1,700 AF of water was spread in the Cucamonga Basin. Because spreading was below the 2,000 AF threshold, the spreading credit is applied on a ten year average spreading basis above the 4,500 AFY base right, resulting in an estimated 2025 production right of approximately 6,200 AFY.

From 2016-2025, SAWCo spread an average of 3,242 AFY. Under long-term average conditions, the production right would be approximately 7,680 AFY which is still below the 8,500 AFY cap. A copy of the Cucamonga Judgement is provided in Appendix G.

### 5.2.3 Six Basins Groundwater

The Six Basins are a part of the Main San Gabriel Basin, designated by DWR as Basin 4-013 and as a very low priority basin. The Six Basins area consists of six interconnected groundwater basins: Canyon, Upper Claremont Heights, Lower Claremont Heights, Live Oak, Ganesha, and the Pomona Basins. The Six Basins area is bounded by the San Jose Hills to the south, the Chino Basin to the east, the San Gabriel Mountains to the north, and the Main San Gabriel Basin to the west.

The Six Basins are further broken down into the Four Basins and Two Basins. The Four Basins include the Canyon, Upper Claremont Heights, Lower Claremont Heights and Pomona Basins. The Two Basins refer to the Live Oak and Ganesha Basins. SAWCo is entitled up to 7.166 percent of the OSY of the Four Basins. For 2025, SAWCo was entitled to 932.10 AFY with 1,200 AFY available from storage. SAWCo cannot exceed 2,000 AFY of storage.

The Six Basins is managed by the Six Basins Watermaster. The Six Basins were adjudicated in 1998 through the stipulated judgement “Southern California Water Company vs. City of La Verne et al.” known as the Six Basins Judgement, provided in Appendix H. The Six Basins Judgement specified a safe yield of 19,300 AFY and the Six Basins Watermaster establishes operating safe yields (OSY) annually. In addition, water users within the Six Basins may obtain “carryover rights” for unused production (Southern California Water Company, 1998).

The Six Basins Watermaster Strategic Plan and associated Final Environmental Impact Report which was completed in 2021 will become the conjunctive water management program utilized by the Six Basins Watermaster to implement water supply and conservation projects in coordination with others and to optimize conjunctive water management activities within the Six Basins (Tom Dodson & Associates, 2021)

#### **Specifically, the Strategic Plan aims to:**

- Enhance water supplies
- Enhance basin management
- Protect and enhance water quality
- Equitably finance the Strategic Plan implementation

## 5.3 San Antonio Tunnel Water

SAWCo is entitled to all water supplied through the San Antonio Tunnel (Tunnel). The Tunnel is a deep rock tunnel located approximately 100 feet below ground surface in San Antonio Canyon and is supported by redwood beams and solid rock. Groundwater from the surrounding fractured bedrock naturally percolates into the Tunnel, and flows can vary from year to year depending on rainfall and snowpack conditions in the watershed. SAWCo may also divert water from San Antonio Creek to spreading grounds located upstream of the Tunnel, where the water

percolates and contributes to Tunnel flows. Tunnel water is delivered to SAWCo's Forebay Station and is used primarily as a potable water supply. During periods of high Tunnel flows and low domestic demand, excess Tunnel water is diverted to the irrigation system to avoid water losses.

The 20-year average supply from the Tunnel since 2006 is 2,199 AFY and has held a consistent range in the last 5-years at an average of 2,301 AFY.

## 5.4 Surface Water

SAWCo has rights for up to 1,705 miner's inches yearly of surface water from the San Antonio Creek. However, the actual volume received depends on minimum stream flowrates and can vary significantly based on rainfall.

The 20-year average supply from San Antonio Creek since 2006 is approximately 4,650 AF, with annual deliveries ranging from a low of 1,185 AF in 2018 to a high of 10,937 AF in 2023. Given the significant hydrologic variability over this period, the average supply during years with near-average rainfall provides a more representative baseline for evaluating long-term conditions. In average-rainfall years—including 2006, 2008, 2010, and 2020—San Antonio Creek supplied approximately 6,900 AFY, which exceeds the 20-year average and indicates that dry years have outweighed wet years over the past two decades. The most recent five-year period included two wet years, two dry years, and one average year, and the corresponding creek volumes illustrate the strong dependence of surface water supplies on interannual hydrologic fluctuations.

## 5.5 Purchased or Imported Water

SAWCo does not currently purchase or import water.

## 5.6 Stormwater

SAWCo's water sources are limited to groundwater from the basins which lie beneath SAWCo's service area and local surface water runoff.

## 5.7 Wastewater and Recycled Water

SAWCo does not own or operate wastewater or recycled water facilities and therefore does not have any current or planned recycled water use. SAWCo encourages the use of recycled water as a regional resource through IEUA. If a SAWCo customer were to acquire recycled water as a supply, the customer may choose to lease, sell, or inactivate their shares within SAWCo.

### 5.7.1 Wastewater Collection, Treatment, and Disposal

SAWCo's domestic customers utilize septic tanks to dispose of their wastewater.

## 5.8 Desalinated Water Opportunities

SAWCo does not currently nor plan to use desalinated water as a supply source.

## 5.9 Water Exchanges and Transfers

SAWCo maintains interconnections with the City of Upland. Two of these connections have been identified for emergency use. However, SAWCo has not provided or purchased any emergency sales through the emergency interconnections over the last five years. In addition, several water suppliers own shares in SAWCo; therefore, they are considered SAWCo customers or shareholders and are discussed in Section 4.

## 5.10 Supply From Storage

Supply from storage refers to water that was previously stored and later recovered for use during the reporting year. This category applies only to water recovered from its storage accounts in the Chino Basin, which are part of the agency's overall Chino Basin groundwater supplies and are included in the groundwater supply description and projections.

To avoid double counting, only water that was placed into storage in a prior year and recovered during the reporting year is reported as supply from storage. If water is placed into storage and then recovered within the same reporting year, it is not reported as supply from storage because it would already be counted under its original source (for example, purchased or imported water).

## 5.11 Future Water Projects

In 2023 SAWCo updated its 2020 Comprehensive System Water Master Plan and Asset Management Plan (WMP) to assesses the ability of the system to meet customer demands and identifies a list of improvements and anticipated costs to address condition and capacity deficiencies.

Recommendations included rezoning, fire flow improvements, rehabilitation and replacements, and operation and maintenance upgrades. To support water supply reliability within the next 10-years, specific projects listed in the WMP include Holly Drive Rezoning, redrilling Well 19, and additional well and pipeline rehabilitations.

## 5.12 Summary of Historical Production and Future Supplies

SAWCo currently utilizes local surface water and groundwater sources to meet its customers' demands as shown in Table 5-3 Table 5-4. SAWCo will continue to efficiently utilize existing sources to meet future needs. Future supply projections reflect 20-year average supply from the San Antonio Creek and San Antonio Tunnel, while groundwater sources reflect SAWCo's total water right by basin.

Table 5-3 - 2025 Water Supplies - Wholesale

Water Supply	Additional Description	2025	
		Potable or Non-Potable	Actual Volume
Groundwater (not desalinated)	Chino Basin	Potable	644
Groundwater (not desalinated)	San Antonio Tunnel	Potable	1,687
Groundwater (not desalinated)	San Antonio Tunnel	Non-Potable	779
Groundwater (not desalinated)	Cucamonga Basin	Potable	12
Groundwater (not desalinated)	Cucamonga Basin	Non-Potable	6,479
Groundwater (not desalinated)	Six Basins	Non-Potable	1,484
Surface water (not desalinated)	San Antonio Creek	Non-Potable	3,287
		<b>Subtotal Potable</b>	<b>2,344</b>
		<b>Subtotal Non-Potable</b>	<b>12,029</b>
		<b>Total</b>	<b>14,373</b>

Notes:

Total Water Supply reported for 2025 reflects total water produced. As a result, this value may differ from total water use derived from recorded sales, which are presented in Chapter 4.

Table 5-4 - Projected Water Supplies - Wholesale

Supply	Water Supply		Projected Water Supply				
	Additional Detail on Water Supply	Potable or Non-Potable	2030	2035	2040	2045	2050 (opt)
Groundwater (not desalinated)	Chino Basin	Potable	1,232	1,232	1,232	1,232	1,232
Groundwater (not desalinated)	San Antonio Tunnel	Potable & Non-Potable	2,199	2,199	2,199	2,199	2,199
Groundwater (not desalinated)	Cucamonga Basin	Potable & Non-Potable	6,500	6,500	6,500	6,500	6,500
Groundwater (not desalinated)	Six Basins	Non-Potable	932	932	932	932	932
Surface water (not desalinated)	San Antonio Creek	Non-Potable	4,650	4,650	4,650	4,650	4,650
<b>Subtotal Potable</b>			<b>9,931</b>	<b>9,931</b>	<b>9,931</b>	<b>9,931</b>	<b>9,931</b>
<b>Subtotal Non-Potable</b>			<b>5,582</b>	<b>5,582</b>	<b>5,582</b>	<b>5,582</b>	<b>5,582</b>
<b>Total:</b>			<b>15,513</b>	<b>15,513</b>	<b>15,513</b>	<b>15,513</b>	<b>15,513</b>

## Notes:

Supply projections are based on entitlements and the volume that will be potable or non-potable is not known. Therefore, sources may be a combination of both potable and non-potable sources. This is why historical categories in Table 5-3 are more detailed.

### 5.13 Climate Change Effects

Climate change has the possibility of impacting the availability of planned water supplies, particularly during a drought period. Section 0 describes climate change considerations that may affect future demand and supply sources.

Climate change may impact future local precipitation which may lead to reduced natural recharge of local groundwater basins and surface water. Despite this, Chino, Cucamonga and Six Basins, and San Antonio creek are managed to provide the adequate supplies needed during these changes.

SAWCo has a flexible supply portfolio that includes groundwater and surface water. This diverse water supply portfolio helps SAWCo adapt to different climate change impacts.

### 5.14 Energy Intensity

SAWCo monitors funds spent on energy at its facilities. From 2020-2023, SAWCo spent an average of \$684,000 on energy. Based on SoCal Edison energy costs between 2020 and 2023, the cost of energy ranged from \$0.23 to \$0.31 per kilo-Watt hour (kWh). Based on this data, it was estimated that SAWCo consumed an average of 2.5 million kWh per year to provide service to its customers, yielding an average energy intensity of 163.9 kWh/AF as shown in Table 5-5.

**Table 5-5 - Total Utility Approach for Single Water Delivery Products - Energy Reporting**

<b>Water Delivery Product</b>	<b>Wholesale Potable Deliveries</b>	<b>Only for Water Delivery Products Under the Urban Water Supplier's Operational Control</b>		
<b>Start Date of Reporting Period</b>	1/20/2022	<b>Sum of All Water Management Processes</b>	<b>Non-Consequential Hydropower</b>	
<b>End Date of Reporting Period</b>	12/30/2023			
<b>Is upstream embedded energy in the values reported?</b>				
<b>Units of Measure for Water</b>	AF	<b>Total Utility</b>	<b>Hydropower</b>	<b>Net Utility</b>
<b>Volume of Water Entering Process</b>		15,328		15,328
<b>Energy Consumed (kWh)</b>		2,542,749		2,542,749
<b>Energy Intensity (kWh/MG)</b>		509		509
<b>Narrative:</b>				
Energy usage assumed a factor of \$0.27/kWh which is the average cost of energy over the timeframe between 2020 and 2023. This was applied to the average annual payments for kWh by SAWCo from 2020-2023.				

# 6

## Water Service Reliability and Drought Risk Assessment

This section describes water service reliability through 2050. As required by the UWMP Act, the assessment must compare total projected water supply and demands over the next 20 years in five-year increments under normal, single dry water years, and multiple dry water years. This section also includes the drought risk assessment (DRA), which provides a snapshot of the anticipated surplus or deficit if a drought were to occur in the next five years.

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### IN THIS SECTION

- Water Service Reliability Assessment
- Drought Risk Assessment

## 6.1 Introduction

Water service reliability is determined based on the security of water supply and water infrastructure. Evaluating the water service reliability is critical for water management as it can help identify potential problems before these happen. Water managers can then take proactive steps to mitigate shortages by encouraging water use efficiency, securing new water supplies, and/or investing in infrastructure.

## 6.2 Water Service Reliability Assessment

SAWCo's 2025 UWMP water service reliability assessment and DRA results indicate that no water shortages are anticipated within the next 25-years under normal, single dry, and multiple dry water years. The approach for the analysis and results are discussed in this section.

### 6.2.1 Service Reliability - Constraints on Water Sources

As described in the previous section, SAWCo relies on surface water from the San Antonio Creek, naturally percolated water through the San Antonio Tunnel, and groundwater from several local basins. Reliability factors for these supplies are described in the following sections.

### Climatic Factors

Water available from the San Antonio Creek and Tunnel are highly susceptible to climate change and increased drought periods. The San Antonio Creek relies on rainfall and the snowpack in the local mountains. In periods of dry weather, the San Antonio Creek may cease to flow, resulting in decreased supply to SAWCo's irrigation system. The Tunnel also relies on naturally percolated groundwater from rainfall.

Groundwater within the Chino, Cucamonga, and Six Basins may be impacted by climate change. As other sources are negatively impacted, basin users may need to extract additional groundwater to meet their needs. Since the Chino, Cucamonga, and Six Basins are adjudicated, SAWCo obtains water rights within these basins. Should severe conditions occur, SAWCo's allocation may be reduced to avoid over-extraction and harm to the basins. In the event that SAWCo's water allocations are reduced, SAWCo's shareholders may also receive a reduction in allocation.

### Environmental Factors

Local groundwater basins may be impacted by water quality. Groundwater management agencies, like the Chino Basin Watermaster, have and continue to focus on sustainable basin management to ensure local sources remain and that stakeholders can fully utilize their water rights. The Chino Basin Watermaster continues to monitor contaminants that may impact supply and publishes water quality data in the State of the Basin report every two years.

Similarly, the Six Basins Watermaster publishes an annual report that addresses the status of the Six Basins, including details on groundwater levels and the operating safe yield determination.

## Other Factors

In times of severe drought, total entitlement to SAWCo and its shareholders has been adjusted to mitigate supply shortages. Entitlement has been reduced equally among all shareholders, based on a percentage. Should future severe dry periods occur, it is possible that entitlement may need to be reduced to align with supply available and in coordination with other supply management agencies and users, like Watermasters and other groundwater basin users.

### 6.2.2 Service Reliability – Year Type Characterization

In accordance with CWC Section 10635(a), every urban water supplier must provide their expected water service reliability for a normal year, single dry year, and five consecutive dry years for 2030, 2035, 2040, 2045, and optionally 2050.

#### **DWR defines these years as:**

- **Normal Year:** This condition represents a single year or an averaged range of years that most closely represents the average water supply available.
- **Single Dry Year:** The single dry year is recommended to be the year that represents the lowest water supply available.
- **Five-Consecutive Year Drought:** The driest five-year historical sequence for the supplier, which may be the lowest average water supply available for five years in a row.

To determine the amount of supply available, the 20-year average volume was determined, as shown in Figure 6-1. Future supply projections reflect 20-year average supply from the San Antonio Creek and San Antonio Tunnel, while groundwater sources reflect SAWCo's total water right by basin as described in Section 5. SAWCo will only produce what is required to meet shareholder's demands; therefore, it assumed that the total supply available will equal the Company-wide shareholder entitlement of 14,676 AFY as shown in Table 6-1.

Figure 6-1- Average Supply

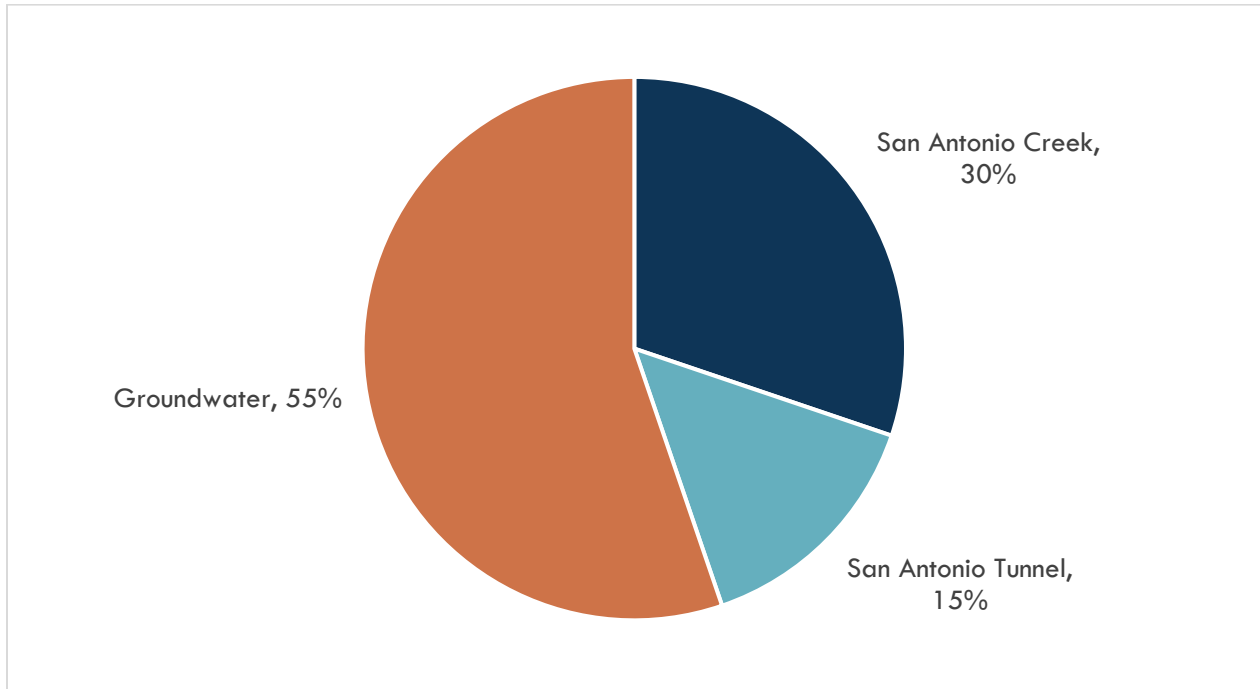


Table 6-1- Water Supply Reliability Assessment - Wholesale

YEAR TYPE	VOLUME AVAILABLE	PERCENT OF AVERAGE SUPPLY
Average Year	14,676	100%
Single-Dry Year	14,676	100%
Consecutive Dry Years 1st Year	14,676	100%
Consecutive Dry Years 2nd Year	14,676	100%
Consecutive Dry Years 3rd Year	14,676	100%
Consecutive Dry Years 4th Year	14,676	100%
Consecutive Dry Years 5th Year	14,676	100%

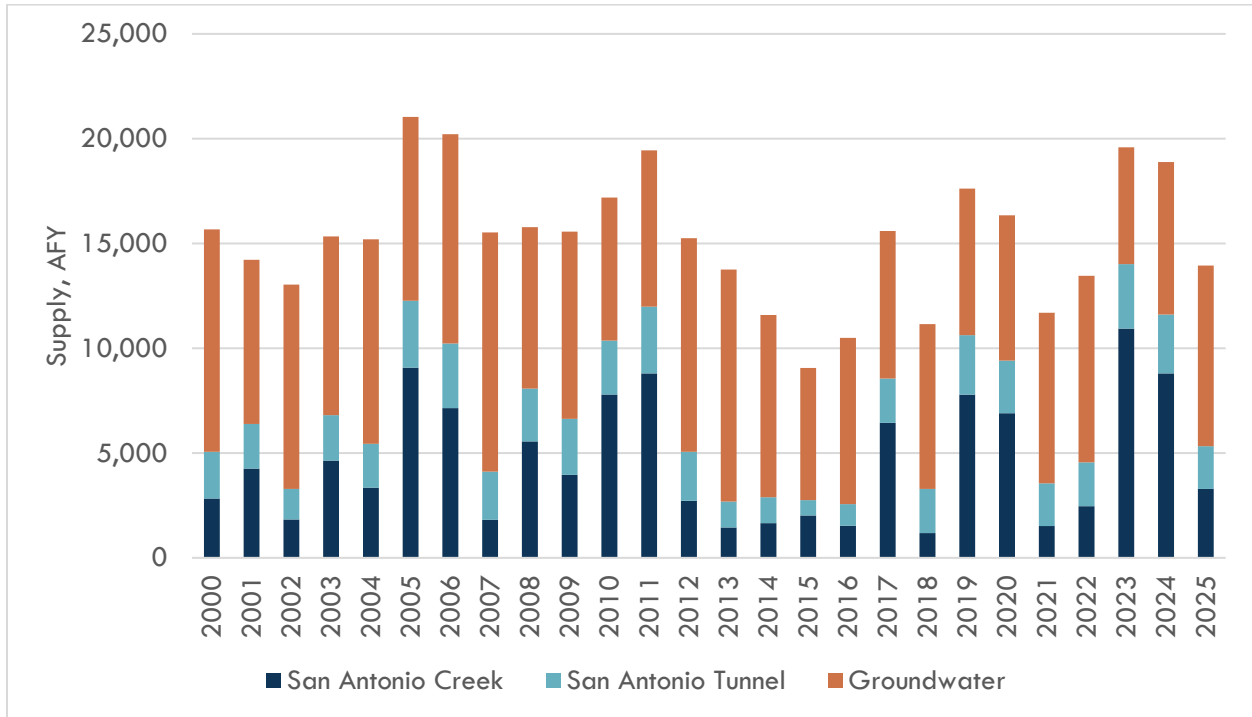
### 6.2.3 Water Service Reliability – Supply and Demand Comparison

Results of the water supply and demand analysis for normal, single dry, and five-year consecutive drought are shown in the following sections. SAWCo expects to meet demands under all water year scenarios and continue to promote conservation to ensure reliability throughout the future.

Depending on rainfall and other local factors, the amount of water available from the San Antonio Creek and Tunnel may be reduced. The variability of water utilized from each source is

illustrated in Figure 6-2. SAWCo plans to mitigate reductions from San Antonio Creek by increased groundwater pumping in drier years.

**Figure 6-2- Historical Supply Reliability**



### 6.2.3.1 Water Service Reliability – Normal Year

As described previously, SAWCo’s supply portfolio will be managed to meet demand as shown in Table 6-2.

**Table 6-2- Normal Year Supply and Demand Comparison - Wholesale**

	2030	2035	2040	2045	2050
<b>Supply Totals From Table 6-9W</b>	15,513	15,513	15,513	15,513	15,513
<b>Demand Totals From Table 4-3W</b>	14,676	14,676	14,676	14,676	14,676
<b>DIFFERENCE:</b>	<b>837</b>	<b>837</b>	<b>837</b>	<b>837</b>	<b>837</b>

6.2.3.2 Water Service Reliability – Single-Dry Year

Table 6-3 summarizes SAWCo’s projected supply to meet the demands from its shares over the next 25 years in five-year increments during single dry years. Demand responses are expected to be met in a single dry year due to no increase from average year demand.

**Table 6-3- Single Dry Year Supply and Demand Comparison - Wholesale**

	2030	2035	2040	2045	2050
<b>Supply Totals</b>	14,676	14,676	14,676	14,676	14,676
<b>Demand Totals</b>	14,676	14,676	14,676	14,676	14,676
<b>DIFFERENCE:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

6.2.3.3 Water Service Reliability – Five Consecutive Dry Years

Table 6-4 summarizes SAWCo’s projected supply to meet demands from its shares over the next 25 years in five-year increments during five consecutive year drought periods. Demand responses are expected to be met in multiple dry years due to no increase from average year demand. Available supply can meet demand in all dry years conditions.

**Table 6-4- Five Consecutive Dry Years Supply and Demand Comparison - Wholesale**

		2030	2035	2040	2045	2050
<b>First</b>	Supply Totals	14,676	14,676	14,676	14,676	14,676
<b>Year</b>	Demand Totals	14,676	14,676	14,676	14,676	14,676
	<b>Difference:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Second</b>	Supply Totals	14,676	14,676	14,676	14,676	14,676
<b>Year</b>	Demand Totals	14,676	14,676	14,676	14,676	14,676
	<b>Difference:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Third</b>	Supply Totals	14,676	14,676	14,676	14,676	14,676
<b>Year</b>	Demand Totals	14,676	14,676	14,676	14,676	14,676
	<b>Difference:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Fourth</b>	Supply Totals	14,676	14,676	14,676	14,676	14,676
<b>Year</b>	Demand Totals	14,676	14,676	14,676	14,676	14,676
	<b>Difference:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Fifth</b>	Supply Totals	14,676	14,676	14,676	14,676	14,676
<b>Year</b>	Demand Totals	14,676	14,676	14,676	14,676	14,676
	<b>Difference:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

### 6.2.4 Description of Management Tools and Options

SAWCo relies on local sources to meet demands and intends to continue to utilize existing sources well into the future. SAWCo is proactive in ensuring these resources, such as the San Antonio Tunnel, are cared for and continues to evaluate their condition to ensure long-term reliability.

## 6.3 Drought Risk Assessment

CWC Section 10635 (b) requires a DRA. The DRA provides a quick snapshot of the anticipated surplus or deficit if a five-consecutive year drought were to occur in the next five years. The DRA can be modified or updated outside of the UWMP five-year plan cycle, so a description of

the data, methodology, and basis for shortage conditions must be included in this 2025 UWMP. This short-term analysis can help water suppliers foresee undesired risks, such as upcoming shortages, and provide time to evaluate and implement the necessary response actions needed to mitigate shortages in a less impactful manner to the community and environment

### 6.3.1 Data, Methods, and Basis for Water Shortage Condition

The DRA builds on the water service reliability analysis from Section 6.2, which incorporated assessment of historical consumption data by customer class, populated from billing records, and historical supply data by source from production reports. Based on this data, historical demand has never exceeded available supply. For this DRA analysis, normal year demand conditions and five consecutive year drought supply conditions were considered for 2026-2030.

### 6.3.2 DRA Individual Water Source Reliability

The DRA provides a snapshot of the anticipated surplus or deficit if a drought were to occur in the next five years. As described previously, SAWCo provides water based on total number of shares a stakeholder possesses. SAWCo will provide the water entitled to its shareholder, or only what is needed, to meet shareholder demands. SAWCo anticipates meeting all demands over the next five years as shown in Table 6-5

**Table 6-5- Five-Year Drought Risk Assessment - Wholesale**

<b>2026</b>	Gross Water Use	14,676
	Total Supplies	14,676
	Surplus/Shortfall without WSCP Action	0
	<b>Planned WSCP Actions (Use Reduction and Supply Augmentation)</b>	
	WSCP (Supply Augmentation Benefit)	
	WSCP (Use Reduction Savings Benefit)	
	Revised Surplus/Shortfall	0
	Resulting Percent Use Reduction from WSCP Action	0%
	<b>2027</b>	Gross Water Use
Total Supplies		14,676
Surplus/Shortfall without WSCP Action		0
<b>Planned WSCP Actions (Use Reduction and Supply Augmentation)</b>		
WSCP (Supply Augmentation Benefit)		
WSCP (Use Reduction Savings Benefit)		
Revised Surplus/Shortfall		0
Resulting Percent Use Reduction from WSCP Action		0%
<b>2028</b>		Gross Water Use
	Total Supplies	14,676
	Surplus/Shortfall without WSCP Action	0
	<b>Planned WSCP Actions (Use Reduction and Supply Augmentation)</b>	
	WSCP (Supply Augmentation Benefit)	
	WSCP (Use Reduction Savings Benefit)	
	Revised Surplus/Shortfall	0
	Resulting Percent Use Reduction from WSCP Action	0%
	<b>2029</b>	Gross Water Use
Total Supplies		14,676
Surplus/Shortfall without WSCP Action		0
<b>Planned WSCP Actions (Use Reduction and Supply Augmentation)</b>		
WSCP (Supply Augmentation Benefit)		
WSCP (Use Reduction Savings Benefit)		
Revised Surplus/Shortfall		0
Resulting Percent Use Reduction from WSCP Action		0%
<b>2030</b>		Gross Water Use
	Total Supplies	14,676
	Surplus/Shortfall without WSCP Action	0
	<b>Planned WSCP Actions (Use Reduction and Supply Augmentation)</b>	
	WSCP (Supply Augmentation Benefit)	
	WSCP (Use Reduction Savings Benefit)	
	Revised Surplus/Shortfall	0
	Resulting Percent Use Reduction from WSCP Action	0%

# 7 Water Shortage Contingency Plan

The Water Shortage Contingency Plan (WSCP) is a detailed plan for how SAWCo intends to act in the case of an actual water shortage condition. This allows for management of a shortage with predictability and accountability.

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## IN THIS SECTION

- Overview of WSCP Components

## 7.1 Introduction

The California Water Code (CWC) Section 10632 requires that every urban water supplier shall prepare and adopt a standalone WSCP as part of its UWMP.

The WSCP is a strategic plan that SAWCo uses to prepare for and respond to foreseeable and unforeseeable water shortages. A water shortage occurs when the water supply available is insufficient to meet the normally expected customer water use at a given point in time. A shortage may occur due to a number of reasons, such as water supply quality changes, climate change, drought, regional power outage, and catastrophic events (e.g., earthquake). Additionally, the State may declare a statewide drought emergency and mandate that water suppliers reduce demands. The WSCP serves as the operating manual that SAWCo will use to prevent catastrophic service disruptions through proactive, rather than reactive, mitigation of water shortages.

SAWCo's WSCP is included as Appendix I and will be separately submitted to DWR. The WSCP is developed independently of SAWCo's 2025 UWMP and can be amended, as needed, without amending the UWMP.

## 7.2 Overview of WSCP Components

The CWC establishes several prescriptive elements that must be included in a water supplier's WSCP. Each element and its location within the WSCP is described below.

**Water Supply Reliability Analysis:** Summarizes SAWCo's water supply analysis and reliability and identifies any key issues that may trigger a shortage condition.

**Annual Water Supply and Demand Assessment Procedures:** Describes the key data inputs, evaluation criteria, and methodology for assessing the system's reliability for the coming year and the steps to formally declare any water shortage levels and response actions.

**Shortage Stages:** Establishes water shortage levels to clearly identify and prepare for shortages.

**Shortage Response Actions:** Describes the response actions that may be implemented or considered for each stage to reduce gaps between supply and demand.

**Communication Protocols:** Describes communication protocols under each stage to ensure customers, the public, and government agencies are informed of shortage conditions and requirements.

**Compliance and Enforcement:** Defines compliance and enforcement actions available to administer demand reductions.

**Legal Authorities:** Lists the legal documents that grant SAWCo the authority to declare a water shortage and implement and enforce response actions.

**Financial Consequences of WSCP Activation:** Describes the anticipated financial impact of implementing water shortage stages and identifies mitigation strategies to offset financial burdens.

**Monitoring and Reporting:** Summarizes the monitoring and reporting techniques to evaluate the effectiveness of shortage response actions and overall WSCP implementation. Results are used to determine if additional shortage response actions should be activated or if efforts are successful and response actions should be reduced.

**WSCP Refinement Procedures:** Describes the factors that may trigger updates to the WSCP and outlines how to complete an update.

**Special Water Feature Distinctions:** Identifies exemptions for decorative features aside from pools and spas.

**Plan Adoption, Submittal, and Availability:** Describes the process for the WSCP adoption, submittal, and availability after each revision.

The WSCP was prepared in conjunction with SAWCo's 2025 UWMP and is a standalone document that can be modified as needed. The document is compliant with the CWC Section 10632 and incorporates guidance from the Urban Water Management Plan Guidebook 2025 (Guidebook) (Department of Water Resources, 2025).

# 8

## Demand Management Measures

This section describes SAWCo's efforts to promote water use efficiency, reduce demand on the water supply, and prepare for future requirements through implementation of Demand Management Measures (DMMs).

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### IN THIS SECTION

- Existing Demand Management
- Reporting Implementation

## 8.1 Introduction

This section outlines SAWCo's water conservation efforts over the past five years and current initiatives. SAWCo is a wholesale agency and is not required by DWR to comply with Senate Bill 7 of Special Extended Session 7 (SBX7-7) or new water efficiency standards from the "Making Conservation a California Way of Life Regulation" (CWOL Regulation) requirements. SAWCo is a wholesale agency and is not required to comply with the CWOL Regulation. Impacts of the CWOL Regulation for SAWCo's retail agencies are included in their respective UWMPs.

SAWCo provides multiple DMM's through MWD's SoCal Water\$mart programs as well as through its partnership with Chino Basin Water Conservation District (CBWCD) and IEUA. In addition, SAWCo offers a limited number of direct install programs. A summary of implementation over the last five years is included in Table 8-1.

## 8.2 Required Demand Management Measures

### 8.2.1 Metering

SAWCo is fully metered and by 2021 all customer meters were upgraded to Automated Meter Reading (AMR) cellular meters that record water use daily. In addition, SAWCo encourages customers to sign up for Waterscope, an online portal and resource that allows them to monitor water usage and receive alerts for any suspected leaks.

### 8.2.2 Public Education and Outreach

SAWCo provides updated information on its website, Facebook account, through quarterly newsletters, bill inserts, and other outreach materials. The newsletter regularly highlights drought tolerant plants, water saving tips, new conservation programs and shortage stages in the newsletter. SAWCo promotes the Inland Empire Garden Friendly website as well as other online sources of information.

SAWCo also partners with CBWCD. CBWCD events include the annual Waterwise Garden & Pumpkin Festival, a Watershed Clean Up Day, workshops on native garden design and maintenance, rainwater harvesting, and mulch or compost giveaways. In 2025 CBWCD offered free water audits to SAWCo customers, testing irrigation systems then creating customized recommendations and watering schedules.

### 8.2.3 Water Conservation Program Coordination and Staffing Support

SAWCo does not have a dedicated water conservation coordinator but employs administrative staff who devote part of their time as SAWCo's water conservation representative.

### 8.2.4 Asset Management

SAWCo uses an Asset Depreciation Schedule that provides equipment service life for different types of water distributions facilities. A straight-line depreciation method is used to determine remaining service life estimates of existing equipment for the purposes of making replacement recommendations. SAWCo also maintains an annual maintenance budget to respond to needed repairs and perform routine preventive maintenance. Over the past five years SAWCO has completed many projects including, but not limited to:

- System Mapping and GIS Database
- Master Plan and Computerized System Model
- Installation of emergency generators
- Domestic and Irrigation Meter Replacements
- Design and Construction of the Holly Drive Reservoir, Phase III
- Glendale Road Pipeline Replacement
- Well 16 Modernization
- Wells 31 Modernization
- Well 19 Pilot Hole and Full Well Design (Replacement contract awarded)

### 8.2.5 Wholesale Supplier Assistance Programs

SAWCo provides assistance through its partnerships with CBWCD, IEUA, and MWD.

### 8.2.6 Other Demand Management Measures - Rebates

SAWCo offers a no-cost weather-based irrigation controller (WBIC) upgrade to their customers, including installation as well as High Efficiency Toilet Installations.

SAWCo currently administers the following rebate programs through the SoCal Water\$mart program with MWD and IEUA. More information on each of these rebates can be found on SAWCo's website, <https://www.sawaterco.com/rebates>, or at <https://socalwatersmart.com>.

#### High-Efficiency Clothes Washers

Using high-efficiency washers can reduce water and energy usage in the home. The high-efficiency washers only use about 20-60% of water compared to traditional washers, which translate to energy savings as they use as little as 20-50% of energy because there is less water to heat. Rebates start at \$85 for purchase of high-efficiency washers.

#### Weather-Based Irrigation Controllers

WBICs help reduce overwatering by applying water only when plants need it. A WBIC provides the appropriate watering schedule, adjusts for weather changes, and irrigates based on the needs of the landscape and soil conditions. Rebates start at \$80 per controller for less than one acre of landscape and \$35 per station for more than one acre of landscape.

## Rotating Sprinkler Nozzles

Rotating sprinkler nozzles use less water than traditional sprinklers because they operate with lower precipitation rates, have greater uniform distribution and coverage. Rotating nozzles are a great water conservation tool as it applies water more slowly and uniformly than conventional sprays, especially when adjusted for specific site conditions. Rebates are \$2 per nozzle with a minimum quantity of 30 nozzles.

## Turf Removal

Turf removal rebates are currently \$2.00 per square foot up to 5,000 square feet of converted yard per year.

## Rain Barrels and Cisterns

Rain barrels and cisterns can be installed to capture stormwater and runoff from rooftops and stored for later use. Rebates are \$35 for the purchase of a rain barrel and rebates for cisterns start at \$250.

## Single Family/Multi Family High Efficiency Toilet

Rebates for single family or multifamily premium high efficiency toilets start at \$40 for a 1.08 gallons per flush (GPF) toilet.

## Soil Moisture Sensor Systems

Soil moisture sensor systems help to save water by sensing the moisture in the soil and regulating the irrigation system for watering in response to changes of weather for large residential sites.

### 8.2.7 Implementation over the Past Five Years

Implementation and participation in various DMM programs are summarized in Table 8-1.

Table 8-1- Conservation Rebates

Program	FY 21	FY 22	FY 23	FY 24	FY 25	Total 2021-2025
<b>MWD SoCal Water\$mart Residential Rebates</b>						
High Efficiency Toilets (HET)	2			4		6
High Efficiency Clothes Washers (HECW)		7	5	6	1	19
Rotating Nozzles for Pop-up Spray Heads (Nozzles)		150				150
Weather based Irrigation Controllers (WBIC)	6	3	2	4	4	19
Turf Replacement (sq. ft.)			600	2,873		3473
Rain Barrels				4		4
Low-flow Showerheads					4	4
<b>IEUA Locally Implemented Residential Programs</b>						
Landscape Tune-Up Program			2 (15 Nozzles)	2 (58 nozzles)	6 (66 nozzles)	139 Nozzles
Large Landscape Retrofit Program			1 (2 WBIC/ 16 Nozzles)	1 (2WBICs)	4 (6 WBIC)	10 WBIC/ 16 Nozzles
Small Site Controller Upgrade Program					1 WBIC	
<b>Additional Water Use Efficiency Programming</b>						
CBWCD Landscape Evaluation Audit Program					1	1
<b>SAWCo Direct Install Programs</b>						
Weather Based Irrigation Controllers					7	7
High Efficiency Toilet Installation		32	17	15		64
Information compiled from (Agency, 2025) and (Company, 2025)						

# 9

## Plan Adoption, Submittal, and Implementation

This section describes the steps taken to make the UWMP publicly available as well as adopt and submit the UWMP in accordance with the Water Code.

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### IN THIS SECTION

- Completed Steps for UWMP and WSCP

## 9.1 Completed Steps for UWMP and WSCP

As discussed in Section 2.4, SAWCo coordinated the preparation of the 2025 UWMP with the following agencies:

- Cucamonga Valley Water District
- Inland Empire Utilities Agency
- City of Chino
- City of Ontario
- City of Upland
- Monte Vista Water District
- City of Chino Hills
- Water Facilities Authority

SAWCo notified these agencies, as well as the cities and county within which SAWCo provides water supplies, at least sixty (60) days prior to the public hearing of the preparation of the 2025 UWMP and WSCP and invited them to participate in the development of the UWMP and WSCP. A copy of the notification letters sent to these agencies is provided in Appendix C.

The UWMP and WSCP were made available for public review in May 2026 and a public hearing was held on May 19, 2026 to receive public input on the draft documents.

The City of SAWCo City Council adopted the 2025 UWMP and the WSCP at a public meeting on **May XX, 2026**. The resolution of adoption is included as Appendix B.

This UWMP and WSCP were submitted to DWR through the WUEdata portal before the deadline of July 1, 2026. This UWMP and WSCP are available to the public on the SAWCo website.

If SAWCo identifies the need to amend this UWMP or WSCP, it will follow the same procedures used previously for notification to cities, counties, and the public and for initial adoption.

## 9.2 Plan Submittal

SAWCo's City Council adopted the 2025 UWMP on **May XX, 2026** and within 30 days, SAWCo submitted the adopted 2025 UWMP (including the WSCP) to DWR. The 2025 UWMP and WSCP were submitted through DWR's "Water Use Efficiency (WUE) Data Portal" website.

DWR developed a checklist which was used by SAWCo to assist DWR with its determination that SAWCo's 2025 UWMP has addressed the requirements of the CWC. SAWCo has completed the DWR checklist by indicating where the required CWC elements can be found within SAWCo's 2025 UWMP (See Appendix A).

Within 30 days of adoption of the 2025 UWMP, including the WSCP, SAWCo submitted copies of the adopted UWMP to the San Bernardino County Assessor-Recorder/Clerk's Office, and California State Library in accordance with California Water Code requirements.

### 9.3 Public Availability

Within 30 days after submittal of the 2025 UWMP to DWR, SAWCo made the 2025 UWMP (including the WSCP) available at SAWCo's main office during normal business hours and on SAWCo's website.

### 9.4 Amending an Adopted UWMP or WSCP

If SAWCo amends the adopted 2025 UWMP (and/or the WSCP), the amended UWMP or WSCP will undergo adoption by SAWCo's City Council. Within 30 days of adoption, the amended UWMP will then be submitted to DWR, the State of California Library, and the County of San Bernardino's Assessor- Recorder/ Clerk's office.

# References

Agency, I. E. (2025). *Regional Water Use Efficiency Programs Report*. Chino: Inland Empire Utilities Agency.

Company, S. A. (2025). *Conservation Program Update*. Upland: San Antonio Water Company.

Department of Water Resources. (2025). *Urban Water Management Plan Guidebook*.

Governments, S. C. (2024). *Connect SoCal Regional Transportation Plan (RTP)*. Southern California Association of Governments.

Southern California Water Company. (1998). *Southern California Water Company vs City of La Verne et al.* Santa Barbara.

State of California Department of Water Resources. (2021).

Tom Dodson & Associates. (2021). *Final Program EIR For the Six Basins Strategic Plan*.



# Appendix A DWR Tables





**Submittal Table 2-2: Plan Identification**

<b>Select One</b>	<b>Type of Plan</b>	<b>Name of Regional Alliance or RUWMP (Drop Down List)</b>
<input checked="" type="checkbox"/>	<b>Individual UWMP</b>	
	If Water Supplier is also a member of a SB X7-7 Regional Alliance, select name from the drop-down.	
<input type="checkbox"/>	<b>Regional Urban Water Management Plan (RUWMP)</b>	
	If Supplier selected RUWMP, select name from the drop-down.	
<b>NOTES:</b>		

Submittal Table 2-3: Supplier Identification	
Type of Supplier (select one or both)	
<input checked="" type="checkbox"/>	Supplier is a wholesale supplier
<input type="checkbox"/>	Supplier is a retail supplier
Fiscal or Calendar Year (select one)	
<input type="checkbox"/>	UWMP Tables are in calendar years
<input checked="" type="checkbox"/>	UWMP Tables are in fiscal years
If using fiscal years provide month and date that the fiscal year begins (mm/dd)	
7/1	
Units of measure used in UWMP (Select from the drop down list).	
Unit	AF
<b>DWR NOTES:</b> Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3.	
<b>NOTES:</b>	

**Submittal Table 2-4 Wholesale: Water Supplier Information Exchange  
Water Code Section 10631(h)**

<input type="checkbox"/>	<p>Check the box if the Supplier has informed more than 10 other water suppliers of water supplies available.</p> <p><b>Completion of the table below is optional. If not completed, include a list of the water suppliers that were informed.</b></p>
--------------------------	--

Section 2.4.1	Provide page number for location of the list.
---------------	---

<input checked="" type="checkbox"/>	<p>Check the box if the Supplier has informed 10 or fewer other water suppliers of water supplies available.</p> <p><b>Complete the table below.</b></p>
-------------------------------------	--

Water Supplier Name
Add additional rows as needed
Cucamonga Valley Water District
City of Upland
City of Ontario
Monte Vista Water District
<b>NOTES:</b>

**Submittal Table 3-1 Wholesale: Population - Current and Projected  
Water Code Section 10631(a)**

Population Served	2025	2030	2035	2040	2045	2050(opt)
	3,036	3,022	3,008	3,010	3,013	3,016

**NOTES:**

**Optional Submittal Table 4-1 Wholesale: Total Uses for Potable and Non-Potable Water — Actual Water Code Section 10631(d)(1)**

Use Type	Additional Description (as needed)	2025 Actual Water Use	
<b>Drop down list</b> May select each use multiple times These are the only use types that will be recognized by the WUEdata online submittal tool		<b>Potable or Non-Potable</b> (OPTIONAL) Drop down list	Volume (AF)
Add additional rows as needed			
Other (optional)	SAWCo Domestic Customers	Potable	1,264
Sales to other agencies	City of Upland	Potable	1,080
Sales to other agencies	City of Upland	Non-Potable	6,991
Sales to other agencies	City of Ontario	Non-Potable	572
Sales to other agencies	Monte Vista Water District	Non-Potable	663
Other (optional)	SAWCo Irrigation Customers	Non-Potable	716
Groundwater recharge	Spreading Basin	Non-Potable	2,664
Subtotal Potable			2,344
Subtotal Non-Potable			11,606
<b>Total</b>			<b>13,950</b>
<b>DWR NOTES: Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3. This table identifies the unit of measure selected in Submittal Table 2-3.</b>			
<b>NOTES:</b>			

**Optional Submittal Table 4-2 Wholesale: Total Uses for Potable and Non-Potable Water — Projected  
Water Code Section 10631(d)(1)**

Use Type	Additional Description (as needed)	Projected Water Use (Report To the Extent that Records are Available)					
<b>Drop down list</b> May select each use multiple times These are the only Use Types that will be recognized by the WUEdata online submittal tool.		<b>Potable or Non-Potable</b> (OPTIONAL) Drop down list	2030 (AF)	2035 (AF)	2040 (AF)	2045 (AF)	2050 opt (AF)
Add additional rows as needed							
Other (optional)	SAWCo Domestic Customers	Potable	1,366	1,366	1,366	1,366	1,366
Sales to other agencies	City of Upland	Potable & Non-Potable	9,179	9,179	9,179	9,179	9,179
Sales to other agencies	City of Ontario	Non-Potable	600	600	600	600	600
Sales to other agencies	Monte Vista Water District	Non-Potable	695	695	695	695	695
Other (optional)	SAWCo Irrigation Customers	Non-Potable	836	836	836	836	836
Groundwater recharge	Spreading Basin	Non-Potable	2,000	2,000	2,000	2,000	2,000
Subtotal Potable			1,366	1,366	1,366	1,366	1,366
Subtotal Non-Potable			4,131	4,131	4,131	4,131	4,131
<b>Total</b>			14,676	14,676	14,676	14,676	14,676
<b>DWR NOTES: Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3. This table identifies the unit of measure selected in Submittal Table 2-3.</b>							
<b>NOTES:</b>							

Submittal Table 6-1 Wholesale: Groundwater Volume Pumped							
<input type="checkbox"/>	Check the box if the Supplier does not pump groundwater. Proceed to the next table.						
<input type="checkbox"/>	Check the box if all or part of the groundwater described below is desalinated. (OPTIONAL)						
Groundwater Type Drop Down List May use each category multiple times	Potable or Non- Potable (OPTIONAL) Drop down list	Location or Basin Name	2021 (AF)	2022 (AF)	2023 (AF)	2024 (AF)	2025 (AF)
<b>Add additional rows as needed</b>							
Alluvial Basin	Potable	Chino Basin	459	486	2	782	644
Alluvial Basin	Potable	Cucamonga Basin	70	3	-	193	12
Alluvial Basin	Non-Potable	Cucamonga Basin	6,674	7,613	4,335	4,762	6,479
Alluvial Basin	Non-Potable	Six Basins	1,030	894	1,272	1,534	757
<b>Total</b>			8,233	8,996	5,609	7,271	7,892
<b>DWR NOTES:</b>							
<b>NOTES:</b>							



**Submittal Table 6-4 Wholesale: Current and Projected Recycled Water Uses**  
**Water Code Section 10633(c),(d),(e)**

Check box if recycled water is not used and is not planned for use within the service area of the supplier. The supplier will only complete the column on "Potential Recycled Water Use" and submit an accompanying narrative on the feasibility of that potential recycled water use.

Name(s) of Facility/ies Producing (Treating) the Recycled Water (OPTIONAL) :

Name of Supplier Operating the Recycled Water Distribution System (OPTIONAL) :

Volume of Supplemental Water Added in 2025 (OPTIONAL) :

Source of 2025 Supplemental Water (OPTIONAL) :

Name of Receiving Supplier or Direct Use by Wholesale Supplier	Potable or Non-Potable (after treatment if treated) (OPTIONAL) Drop down list	Additional Information (as needed)	2025 (AF)	2030 (AF)	2035 (AF)	2040 (AF)	2045 (AF)	2050 (AF)	Potential Recycled Water Use	
									Volume (AF)	Narrative page number (OPTIONAL)
Add additional rows as needed										
Subtotal Potable			0	0	0	0	0	0	0	
Subtotal Non-Potable			0	0	0	0	0	0	0	
<b>Total</b>			0	0	0	0	0	0	0	0

**DWR NOTES:**  
**Units of measure (AF, CCF, MG)** must remain consistent throughout the UWMP as reported in Submittal Table 2-3. This table reports the unit of measure selected in Submittal Table 2-3.  
**Additional Guidance:** See Appendix M, Section M.21 for detailed guidance on this table.  
**Potential recycled water use:** a description of the feasibility of these uses must be included in the narrative.  
**Multiple Producers:** If you have multiple recycled water producers, submit a separate table for each.

**NOTES:**

**Submittal Table 6-5 Wholesale: 2020 UWMP Recycled Water Use Projection Compared to 2025 Actual  
Water Code Section 10633(e)**



Check the box if recycled water was not used or distributed by the supplier in 2025, nor projected for use or distribution in 2020.  
Proceed to the next table.

Name of Receiving Supplier or Direct Use by Wholesale Supplier	2020 Projection for 2025 (AF)	2025 Actual Use (AF)
Add additional rows as needed		
<b>Total</b>	0	0

**DWR NOTES:**

**Units of measure (AF, CCF, MG)** must remain consistent throughout the UWMP as reported in Submittal Table 2-3. This table identifies the unit of measure selected in Submittal Table 2-3.

**Additional Guidance:** See Appendix M, Section M.21 for detailed guidance on this table.

**NOTES:**

**Submittal Table 6-7 Wholesale: Expected Future Water Supply Projects or Programs**  
**Water Code Section 10631(f)**

<input checked="" type="checkbox"/>	Check the box if there are no expected future water supply projects or programs that provide a quantifiable increase to the agency's water supply. Proceed to the next table.
<input type="checkbox"/>	Check the box if some or all of the supplier's future water supply projects or programs are not compatible with this table and are described in a narrative format.

Provide page location of narrative in the UWMP

Name of Future Projects or Programs	Joint Project with other suppliers?		Additional Description (as needed)	Potable or Non-Potable (after treatment if treated) (OPTIONAL) Drop down list	Planned Implementation Year	Planned for Use in Year Type Drop Down list	Expected Increase in Water Supply to Supplier (This may be a range) (AF)
	Drop Down List (yes/no)	If Yes, Supplier Name					
<b>Add additional rows as needed</b>							

**DWR NOTES: Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3. This table identifies the unit of measure reported in Submittal Table 2-3.**

**NOTES:**

**Submittal Table 6-8 Retail: Water Supplies — Actual  
Water Code Section 10631(b)**

Water Supply		2025		
<b>Drop down list</b> May use each category multiple times. These are the only water supply categories that will be recognized by the WUEdata online submittal tool	Additional Description (as needed)	<b>Potable or Non-Potable</b> (after treatment if treated) (OPTIONAL) Drop Down list	Actual Volume (AF)	Total Entitlement (OPTIONAL) See 'DWR Notes' below (AF)
Add additional rows as needed				
Subtotal Potable			0	0
Subtotal Non-Potable			0	0
<b>Total</b>			0	0
<b>DWR NOTES:</b> <b>Units of measure (AF, CCF, MG)</b> must remain consistent throughout the UWMP as reported in Submittal Table 2-3. This table identifies the unit of measure selected in Submittal Table 2-3. <b>Total Entitlement:</b> e.g. Water Right, Groundwater Allocation, Contracted Amount.				
<b>NOTES:</b>				

10631. A plan shall be adopted in accordance with this chapter that shall do all of the following... (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), providing supporting and related information...

**Submittal Table 6-8 Wholesale: Water Supplies — Actual  
Water Code Section 10631(b)**

Water Supply	Additional Description (as needed)	2025		
<b>Drop down list</b> May use each category multiple times. These are the only water supply categories that will be recognized by the WUEdata online submittal tool		<b>Potable or Non-Potable</b> (after treatment if treated) (OPTIONAL) Drop Down list	Actual Volume (AF)	Total Entitlement (OPTIONAL) See 'DWR Notes' below (AF)
Add additional rows as needed				
Groundwater (not desalinated)	Chino Basin	Potable	644	
Groundwater (not desalinated)	San Antonio Tunnel	Potable	1,687	
Groundwater (not desalinated)	San Antonio Tunnel	Non-Potable	779	
Groundwater (not desalinated)	Cucamonga Basin	Potable	12	
Groundwater (not desalinated)	Cucamonga Basin	Non-Potable	6,479	
Groundwater (not desalinated)	Six Basins	Non-Potable	1,484	
Surface water (not desalinated)	San Antonio Creek	Non-Potable	3,287	
Subtotal Potable			2,343	0
Subtotal Non-Potable			12,029	0
<b>Total</b>			14,372	0
<b>DWR NOTES:</b> <b>Units of measure (AF, CCF, MG)</b> must remain consistent throughout the UWMP as reported in Submittal Table 2-3. This table identifies the unit of measure selected in Submittal Table 2-3. <b>Total Entitlement:</b> e.g. Water Right, Groundwater Allocation, Contracted Amount.				
<b>NOTES:</b>				

**Submittal Table 6-9 Wholesale: Water Supplies — Projected  
Water Code Section 10631 (b)**

Water Supply			Projected Water Supply (Report to the Extent Practicable)									
Drop down list May use each category multiple times. These are the only water supply categories that will be recognized by the WUEdata online submittal tool	Additional Detail on Water Supply	Potable or Non-Potable (after treatment if treated) (OPTIONAL) Drop Down list	2030		2035		2040		2045		2050 (opt)	
			Reasonably Available Volume (AF)	Total Entitlement (OPTIONAL) See 'DWR Notes' below (AF)	Reasonably Available Volume (AF)	Total Entitlement (OPTIONAL) See 'DWR Notes' below (AF)	Reasonably Available Volume (AF)	Total Entitlement (OPTIONAL) See 'DWR Notes' below (AF)	Reasonably Available Volume (AF)	Total Entitlement (OPTIONAL) See 'DWR Notes' below (AF)	Reasonably Available Volume (AF)	Total Entitlement (OPTIONAL) See 'DWR Notes' below (AF)
Add additional rows as needed												
Groundwater (not desalinated)	Chino Basin	Potable	1,232		1,232		1,232		1,232		1,232	
Groundwater (not desalinated)	San Antonio Tunnel		2,199		2,199		2,199		2,199		2,199	
Groundwater (not desalinated)	Cucamonga Basin		6,500		6,500		6,500		6,500		6,500	
Groundwater (not desalinated)	Six Basins	Non-Potable	932		932		932		932		932	
Groundwater (not desalinated)	San Antonio Creek	Non-Potable	4,650		4,650		4,650		4,650		4,650	
		Subtotal Potable	1,232	0	1,232	0	1,232	0	1,232	0	1,232	0
		Subtotal Non-Potable	5,582	0	5,582	0	5,582	0	5,582	0	5,582	0
		<b>Total</b>	15,513	0	15,513	0	15,513	0	15,513	0	15,513	0

**DWR NOTES:**  
**Units of measure (AF, CCF, MG)** must remain consistent throughout the UWMP as reported in Submittal Table 2-3. This table identifies the unit of measure selected in a Submittal Table 2-3.  
**Total Entitlement:** e.g. Water Right, Groundwater Allocation, Contracted Amount.

**NOTES:**

**Optional Submittal Table O-1B: Recommended Energy Reporting - SINGLE DELIVERY PRODUCT - TOTAL UTILITY APPROACH**

<b>Water Delivery Product</b> drop down list (If delivering more than one type of product recommend using Table O-1C)	Multiple Products (if unable to use table O-1C)	<b>Only for Water Delivery Products Under the Urban Water Supplier's Operational Control</b>		
Start Date of Reporting Period	1/20/2022	<b>Sum of All Water Management Processes</b>	<b>Non-Consequential Hydropower</b>	
End Date of Reporting Period	12/30/2023			
Is upstream embedded energy in the values reported?				
Units of Measure for Water	AF	<b>Total Utility</b> See DWR NOTES	<b>Hydropower</b>	<b>Net Utility</b>
Volume of Water Entering Process		15,328		15,328
Energy Consumed (kWh)		2,542,749		2,542,749
Energy Intensity (kWh/vol. converted to MG)		509	-	509

**DWR NOTES:**  
**Total Utility:** The volume of water entered in the "Total Utility" column should equal the volume of water entering the distribution system (excluding recycled water); in most cases, this is the total volume calculated in UWMP Table 4-1: 2025 Actual Total Uses for Potable and Non-Potable Water. Note if recycled water is included in your Submittal Table 4-1, you must exclude it from your volume in this table.

**Quantity of Self-Generated Renewable Energy**  
 kWh

**Data Quality** (Estimate, Metered Data, Combination of Estimates and Metered Data)

**Data Quality Narrative:**

**Narrative:**

NOTES: Energy usage assumed a factor of \$0.27/kWh which is the average cost of energy over the timeframe between 2020 and 2023. This was applied to the average annual payments for kWh by SAWCo from 2020-2023.

**OPTIONAL Submittal Table 7-1 Wholesale: Basis of Water Year Data (Reliability Assessment)**

Year Type	Base Year If not using a calendar year, type in the last year of the fiscal, water year, or range of years, for example, water year 2024-2025, use 2025	Available Supplies if Year Type Repeats	
		<input type="checkbox"/>	Check the box if quantification of available supplies is not compatible with this table and is provided elsewhere in the UWMP. <b>Location:</b> [insert location from UWMP]
		Quantification of available supplies is provided in this table as either volume only, percent only, or both.	
		Volume Available (AF)	% of Average Supply
Average Year		14,676	100%
Single-Dry Year		14,676	100%
Consecutive Dry Years 1st Year		14,676	100%
Consecutive Dry Years 2nd Year		14,676	100%
Consecutive Dry Years 3rd Year		14,676	100%
Consecutive Dry Years 4th Year		14,676	100%
Consecutive Dry Years 5th Year		14,676	100%
<p><b>DWR NOTES:</b> Supplier may use multiple versions of Submittal Table 7-1 W if different water sources have different base years and the supplier chooses to report the base years for each water source separately. If a Supplier uses multiple versions of Submittal Table 7-1 W, in the "Note" section of each submittal table, state that multiple versions of Submittal Table 7-1 W are being used and identify the particular water source that is being reported in each submittal table.</p> <p><b>Units of measure (AF, CCF, MG)</b> must remain consistent throughout the UWMP as reported in Submittal Table 2-3. This table reports the unit of measure selected in Submittal Table 2-3.</p>			
<p><b>NOTES:</b></p>			

**Submittal Table 7-2 Wholesale: Normal Year Supply and Use Comparison  
Water Code Section 10635 (a)**

	2030 (AF)	2035 (AF)	2040 (AF)	2045 (AF)	2050 (AF)
Supply totals (autofill from Submittal Table 6-9 W)	15,513	15,513	15,513	15,513	15,513
Use totals (see OPTIONAL Submittal Table 4-2 W)	14,676	14,676	14,676	14,676	14,676
Surplus/(shortfall)	837	837	837	837	837
<b>OPTIONAL Planned WSCP Actions</b>					
WSCP - supply augmentation benefit					
WSCP - use reduction savings benefit					
Revised Surplus/(shortfall)					
<b>DWR NOTES : Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3.</b>					
NOTES:					

**Submittal Table 7-3 Wholesale: Single Dry Year Supply and Use Comparison  
Water Code Section 10635(a)**

	2030 (AF)	2035 (AF)	2040 (AF)	2045 (AF)	2050 (AF)
Supply totals	14,676	14,676	14,676	14,676	14,676
Use totals	14,676	14,676	14,676	14,676	14,676
Surplus/(shortfall)	0	0	0	0	0

**OPTIONAL Planned WSCP Actions**

WSCP - supply augmentation benefit					
WSCP - use reduction savings benefit					
Revised Surplus/(shortfall)					

**DWR NOTES: Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3.**

NOTES:

**Submittal Table 7-4 Wholesale: Multiple Dry Years Supply and Use Comparison**  
**Water Code Section 10635(a)**

		2030 (AF)	2035 (AF)	2040 (AF)	2045 (AF)	2050 (AF)
<b>First year</b>	Supply totals	14,676	14,676	14,676	14,676	14,676
	Use totals	14,676	14,676	14,676	14,676	14,676
	Surplus/(shortfall)	0	0	0	0	0
	<b>OPTIONAL Planned WSCP Actions</b>					
	WSCP - supply augmentation benefit					
	WSCP - use reduction savings benefit					
	Revised Surplus/(shortfall)					
<b>Second year</b>	Supply totals	14,676	14,676	14,676	14,676	14,676
	Use totals	14,676	14,676	14,676	14,676	14,676
	Surplus/(shortfall)	0	0	0	0	0
	<b>OPTIONAL Planned WSCP Actions</b>					
	WSCP - supply augmentation benefit					
	WSCP - use reduction savings benefit					
	Revised Surplus/(shortfall)					
<b>Third year</b>	Supply totals	14,676	14,676	14,676	14,676	14,676
	Use totals	14,676	14,676	14,676	14,676	14,676
	Surplus/(shortfall)	0	0	0	0	0
	<b>OPTIONAL Planned WSCP Actions</b>					
	WSCP - supply augmentation benefit					
	WSCP - use reduction savings benefit					
	Revised Surplus/(shortfall)					
<b>Fourth year</b>	Supply totals	14,676	14,676	14,676	14,676	14,676
	Use totals	14,676	14,676	14,676	14,676	14,676
	Surplus/(shortfall)	0	0	0	0	0
	<b>OPTIONAL Planned WSCP Actions</b>					
	WSCP - supply augmentation benefit					
	WSCP - use reduction savings benefit					
	Revised Surplus/(shortfall)					
<b>Fifth year</b>	Supply totals	14,676	14,676	14,676	14,676	14,676
	Use totals	14,676	14,676	14,676	14,676	14,676
	Surplus/(shortfall)	0	0	0	0	0
	<b>OPTIONAL Planned WSCP Actions</b>					
	WSCP - supply augmentation benefit					
	WSCP - use reduction savings benefit					
	Revised Surplus/(shortfall)					

**DWR NOTES: Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3.**

NOTES:

**Submittal Table 7-5 Wholesale: Five-Year Drought Risk Assessment**  
**Water Code Section 10635(b)(3)**

<b>2026</b>	<b>Total</b>
Total Water Use (AF)	14,676
Total Supplies (AF)	14,676
Surplus/Shortfall w/o WSCP Action	0
<b>OPTIONAL Planned WSCP Actions (use reduction and supply augmentation)</b>	
WSCP - supply augmentation benefit (AF)	
WSCP - use reduction savings benefit (AF)	
Revised Surplus/(shortfall)	
<b>2027</b>	<b>Total</b>
Total Water Use (AF)	14,676
Total Supplies (AF)	14,676
Surplus/Shortfall w/o WSCP Action	0
<b>OPTIONAL Planned WSCP Actions (use reduction and supply augmentation)</b>	
WSCP - supply augmentation benefit (AF)	
WSCP - use reduction savings benefit (AF)	
Revised Surplus/(shortfall)	
<b>2028</b>	<b>Total</b>
Total Water Use (AF)	14,676
Total Supplies (AF)	14,676
Surplus/Shortfall w/o WSCP Action	0
<b>OPTIONAL Planned WSCP Actions (use reduction and supply augmentation)</b>	
WSCP - supply augmentation benefit (AF)	
WSCP - use reduction savings benefit (AF)	
Revised Surplus/(shortfall)	
<b>2029</b>	<b>Total</b>
Total Water Use (AF)	14,676
Total Supplies (AF)	14,676
Surplus/Shortfall w/o WSCP Action	0
<b>OPTIONAL Planned WSCP Actions (use reduction and supply augmentation)</b>	
WSCP - supply augmentation benefit (AF)	
WSCP - use reduction savings benefit (AF)	
Revised Surplus/(shortfall)	
<b>2030</b>	<b>Total</b>
Total Water Use (AF)	14,676
Total Supplies (AF)	14,676
Surplus/Shortfall w/o WSCP Action	0

**OPTIONAL Planned WSCP Actions** (use reduction and supply augmentation)

WSCP - supply augmentation benefit (AF)	
WSCP - use reduction savings benefit (AF)	
Revised Surplus/(shortfall)	

**DWR NOTES: Units of measure (AF, CCF, MG)** must remain consistent throughout the UWMP as reported in Submittal Table 2-3.

NOTES:

**Submittal Table 8-1: Cross-reference for Standard vs  
Supplier Shortage Levels  
Water Code Section 10632(a)(3)(B)**

Check the box if the Supplier uses the Standard six levels of water shortage.  
Proceed to the next table.

Standard Shortage Levels	Percent Shortage Range	Suppliers Shortage Levels	Percent Shortage Range
1	Up to 10%	1	10%
2	Up to 20%	2	30%
3	Up to 30%	2	30%
4	Up to 40%	3	50%
5	Up to 50%	3	50%
6	>50%	4	Greater than 50%

**NOTES:**

**Submittal Table 8-2 Wholesale: Supply Augmentation and Other Actions**  
**Water Code Section 10632(a)(4)(A),(C) and (E)**

No	Is the Supplier completing this table using the standard six levels? (yes/no)			
Shortage Level	Supply Augmentation Methods and Other Actions by Water Supplier <b>Drop down list</b> These are the only categories that will be accepted by the WUEdata online submittal tool	How much is this going to reduce the shortage gap?		Additional Explanation or Reference (OPTIONAL)
		Volume or Percentage Drop down	Shortage Gap Reduction Value (May be a range) (AF)	
Add additional rows as needed				
1	Other Purchases	Percentage	0-100%	Negotiate imported water deliveries through the Water Facilities Authority.
2	Other Purchases	Percentage	0-100%	Negotiate imported water deliveries through the Water Facilities Authority.
3	Other Purchases	Percentage	0-100%	Negotiate imported water deliveries through the Water Facilities Authority.
4	Other Purchases	Percentage	0-100%	Negotiate imported water deliveries through the Water Facilities Authority.
5				See Notes
6				See Notes

**DWR NOTES: Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3.**

NOTES: SAWCo has elected to keep its 4-stages and crosswalk to DWRS's six standard stages. Response actions by SAWCo's stages are shown above.

**Submittal Table 8-3 Wholesale: Demand Reduction Actions  
Water Code Section 10632(a)(4)(B) and (E)**

No					Is the Supplier completing this table using the standard six levels? (yes/no)				
Shortage Level	Demand Reduction Actions <b>Drop down list</b> These are the only categories that will be accepted by the WUEdata online submittal tool. Select those that apply.	How much is this going to reduce the shortage gap?		Additional Explanation or Reference (OPTIONAL)					
		Volume or Percentage Drop down	Shortage Gap Reduction Value (May be a range) (AF)						
Add additional rows as needed									
1	Landscape - Limit landscape irrigation to specific times	Percentage	0-5%						
1	Other - Customers must repair leaks, breaks, and malfunctions in a timely manner	Percentage	0-5%						
1	Other	Percentage	0-5%						
1	Other	Percentage	0-5%						
1	CII - Restaurants may only serve water upon request	Percentage	0-5%						
2	Other	Percentage	5-10%						
2	Landscape - Limit landscape irrigation to specific days	Percentage	5-10%						
2	Other	Percentage	5-10%						
2	Other - Prohibit vehicle washing except at facilities using recycled or recirculating water	Percentage	5-10%						
2	Other water feature or swimming pool restriction	Percentage	5-10%						
2	Water Features - Restrict water use for decorative water features, such as fountains	Percentage	5-10%						
2	Other water feature or swimming pool restriction	Percentage	5-10%						
2	Other	Percentage	5-10%						
3	Landscape - Limit landscape irrigation to specific days	Percentage	10-30%						
3	Landscape - Other landscape restriction or prohibition	Percentage	10-30%						
3	Other	Percentage	10-30%						
3	Other	Percentage	10-30%						

3	Water Features - Restrict water use for decorative water features, such as fountains	Percentage	10-30%	
3	Landscape - Other landscape restriction or prohibition	Percentage	10-30%	
3	Other water feature or swimming pool restriction	Percentage	10-30%	
4	Landscape - Limit landscape irrigation to specific days	Percentage	30-50%	
4	Landscape - Limit landscape irrigation to specific times	Percentage	30-50%	
4	Other	Percentage	30-50%	
4	Other water feature or swimming pool restriction	Percentage	30-50%	
4	Other	Percentage	30-50%	

NOTES: SAWCo has elected to keep its 4-stages and crosswalk to DWRS's six standard stages. Response actions by SAWCo's stages are shown above.

**Submittal Table 10-1 Wholesale: Notification to Cities and Counties  
Water Code Section 10621(b) and 10642**

<input type="checkbox"/>	Check the box if the Supplier has notified more than 10 cities or counties. <b>Completion of the table below is not required. Provide a separate list of the cities and counties that were notified.</b>	
	Provide the page or location of this list in the UWMP.	
<input checked="" type="checkbox"/>	Check the box if the Supplier has notified 10 or fewer cities or counties. <b>Complete the table below.</b>	
City Name	60 Day Notice Drop Down (yes/no)	Notice of Public Hearing Drop Down (yes/no)
Add additional rows as needed		
City of Chino	Yes	Yes
City of Chino Hills	Yes	Yes
City of Upland	Yes	Yes
City of Ontario	Yes	Yes
County Name Drop Down List	60 Day Notice Drop Down (yes/no)	Notice of Public Hearing Drop Down (yes/no)
Add additional rows as needed		
San Bernardino County	Yes	Yes
NOTES:		

# Appendix B DWR Checklist

B





Order	2025 Guidebook Location	Water Code Section	Summary as Applies to UWMP	Subject	Relevant Submittal Table	2025 UWMP Location
1	Chapter 1	10615	A plan shall describe and evaluate sources of supply, reasonable and practical efficient uses, reclamation and demand management activities.	Introduction and overview	n/a	Section 1 , Section 1.2
1	Chapter 1	10630.5	Each plan shall include a simple description of the Supplier's plan including water availability, future requirements, a strategy for meeting needs, and other pertinent information. Additionally, a Supplier may also choose to include a simple description at the beginning of each chapter.	Plan preparation	n/a	Section 1.2
2.1	Section 2.1	10620(b)	Every person that becomes a Supplier shall adopt UWMP within one year after it has become a Supplier.	Plan preparation	n/a	Sections 1.1 / 2.1
2.5	Section 2.5	10644	Supplier shall report the Public Water Systems number, volume of delivered water, and number of connections that are included in this UWMP.	Plan preparation	2-1	Section 2.1
2.5	Section 2.5	10644	Supplier shall report if this UWMP is an individual UWMP and whether the Supplier belongs to a regional UWMP or regional alliance.	Plan preparation	2-2	Section 2.2
2.5	Section 2.5	10644	Supplier shall report whether the data is in fiscal or calendar years and the units of measure used for reporting water volumes.	Plan preparation	2-3	Section 2.3
2.4	Section 2.4	10642	Provide supporting documentation that the 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 and contingency plan.	Plan preparation	n/a	Section 2.4
2.4	Section 2.4.2	10620(d)(3)	Coordinate the preparation of its plan with other appropriate agencies in the area, including other Suppliers that share a common source, water management agencies, and relevant public agencies, to the extent practicable.	Plan preparation	n/a	Section 2.4
2.4	Section 2.4.1	10631(h)	Retail Suppliers will include documentation that they have provided their Wholesale Supplier(s)—if any—with water use projections from that source.	Plan preparation	2-4 R	N/A
2.4	Section 2.4.1	10631(h)	Wholesale Suppliers will provide their Suppliers with identification and quantification of the existing and planned sources of water available from the Wholesale Supplier to the Supplier during various water year types.	Plan preparation	2-4 W	Section 2.4
3	Chapter 3.0	10631(a)	Describe the Supplier service area.	System description	n/a	Section 3.1/ 3.2
3.3	Section 3.3	10631(a)	Describe the climate of the Supplier's service area.	System description	n/a	Section 3.3
3.4	Section 3.4.1	10631(a)	Provide the current and projected service area populations for 2030, 2035, 2040, 2045 and optionally 2050.	System description	3-1	Section 3.4
3.4	Section 3.4.2	10631(a)	Describe other social, economic, and demographic factors affecting the Supplier's water management planning.	System description	n/a	Section 3.4 / 3.4.1
3.5	Section 3.5	10631(a)	Describe the land uses within the service area... include the current and projected land uses within the existing or anticipated service area affecting the Supplier's water management planning. Describe the land uses within the service area.	System description and baselines	n/a	Section 3.5
4.2	Sections 4.2.3 and 4.2.4	10631(d)(1)	Quantify past, current, and projected water use, identifying the uses among water use sectors.	System water use	4-1 and 4-2	Section 4.2
4.3	Section 4.3.1	10631(d)(3)(A)	Report the distribution system water loss for each of the five years preceding the plan update.	System water use	4-5	Section 4.2.3
4.3	Section 4.3.2	10631(d)(3)(C)	Retail Suppliers shall provide data to show the distribution loss standards were met.	System water use	4-6	N/A
4.2	Section 4.2.5.4	10631.1(a)	Include projected water use needed for lower income housing projected in the service area of the Supplier.	System water use	4-3	N/A
4.2	Section 4.2.5.3	10631(d)(4)(A)	In projected water use, include estimates of water savings from adopted codes, plans, and other policies or laws.	System water use	4-3	N/A
4.2	Section 4.2.5.3	10631(d)(4)(B)	Provide citations of codes, standards, ordinances, or plans used to make water use projections.	System water use	4-3	Section 4.2.5
4.2	Section 4.2.5.3	10631(d)(4)(B)(ii)	To the extent that a Supplier reports the information described in subparagraph (A), an urban water Supplier shall... Indicate the extent that the water use projections consider savings from codes, standards, ordinances, or transportation and land use plans. Water use projections that do not account for these water savings shall be noted of that fact.	System water use	4-3	N/A
4.2	Section 4.2.5.6	10635(b)	Demands under climate change considerations must be included as part of the drought risk assessment.	System water use	n/a	Section 4.4
5.1	Section 5.1	10608.36	Wholesale Suppliers shall include an assessment of present and proposed future measures, programs, and policies to help their Retail Suppliers achieve targeted water use reductions.	Baselines and targets	n/a	Section 5.1
5.2	Section 5.2	10608.4	Retail Suppliers shall report on their compliance in meeting their water use targets. Reporting requirements will vary depending on whether the Supplier: - Was considered an urban retail water supplier in 2020, - Met its 2020 target in 2020, or - Was part of a merger or consolidation since 2020. Chapter 5 Subsections 5.2.1, 5.2.2, and 5.2.3 address each of these situations.	Baselines and targets	5-1	N/A
6.1	Section 6.1	10631(b)(2)	When multiple sources of water supply are identified, describe the management of each supply in relationship to other identified supplies.	System supplies	n/a	Section 5
6.1	Sections 6.1 and 6.2	10631(b)(1)	Provide a discussion of anticipated supply availability under a normal, single dry year, and a drought lasting five years, as well as more frequent and severe periods of drought, including changes in supply due to climate change.	System supplies	n/a	Sections 5.1, 5.13 and 6.2.3

Order	2025 Guidebook Location	Water Code Section	Summary as Applies to UWMP	Subject	Relevant Submittal Table	2025 UWMP Location
6.2	Section 6.2.2	10631(b)(4)(C)	Indicate whether groundwater is an existing or planned source of water available to the Supplier. If groundwater is identified as an existing or planned source of water... (include) a detailed description and analysis of the location, amount and sufficiency of groundwater pumped by the Supplier for the past five years.	Water supplies and recycled water	6-1	Section 5.2
6.2	Section 6.2.2	10631(b)(4)(A)	Indicate whether a groundwater sustainability plan or groundwater management plan has been adopted by the Supplier or if there is any other specific authorization for groundwater management. Include a copy of the plan or authorization.	System supplies	n/a	Section 5.2
6.2	Section 6.2.2	10631(b)(4)(B)	Describe the groundwater basin.	System supplies	n/a	Section 5.2
6.2	Section 6.2.2	10631(b)(4)(B)	Indicate if the basin has been adjudicated and include a copy of the court order or decree and a description of the amount of water the Supplier has the legal right to pump.	System supplies	n/a	Section 5.2
6.2	Section 6.2.2	10631(b)(4)(B)	For unadjudicated basins... (include) information as to whether DWR has identified the basin as a high- or medium-priority basin in the most current official departmental bulletin...	Water supplies and recycled water	n/a	N/A
6.2	Section 6.2.2	10631(b)(4)(B)	For unadjudicated basins... describe efforts by the Supplier to coordinate with sustainability or groundwater agencies to achieve sustainable groundwater conditions.	Water supplies and recycled water	n/a	N/A
6.2	Section 6.2.2.	10631(b)(4)(C)	If groundwater is identified as an existing or planned source of water... (include) a detailed description and analysis of the location, amount and sufficiency of groundwater pumped by the Supplier for the past five years.	System supplies	n/a	Section 5.2
6.2	Section 6.2.2	10631(b)(4)(D)	Provide a detailed description and analysis of the amount and location of groundwater that is projected to be pumped.	System supplies	6-9	Section 5.12
6.1	Section 6.1	10631(b)	Identify and quantify the existing and planned sources of water available for 2025, 2030, 2035, 2040, 2045 and optionally 2050.	System supplies	6-8 and 6-9	Section 5.12
6.2	Section 6.2.7	10631(c)	Describe the opportunities for exchanges or transfers of water on a short-term or long-term basis.	System supplies	n/a	Section 5.9
6.2	Section 6.2.5	10633(a)	Describe the wastewater collection and treatment systems in the Supplier's service area with quantified amount of collection and treatment and the disposal methods.	System supplies (recycled water)	6-2	Section 5.7
6.2	Section 6.2.5	10633(b)	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.	System supplies (recycled water)	6-3	Section 5.7
6.2	Section 6.2.5	10633(c)	Describe the recycled water currently being used in the Supplier's service area.	System supplies (recycled water)	6-4	Section 5.7
6.2	Section 6.2.5	10633(d)	Describe and quantify the potential uses of recycled water and provide a determination of the technical and economic feasibility of those uses.	System supplies (recycled water)	6-4	Section 5.7
6.2	Section 6.2.5	10633(e)	Describe the projected use of recycled water within the Supplier's service area at the end of 5, 10, 15, and 20 years, and describe the actual use of recycled water in comparison to uses previously projected.	System supplies (recycled water)	6-4 and 6-5	N/A
6.2	Section 6.2.5	10633(f)	Describe the actions that 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.	System supplies (recycled water)	6-6	N/A
6.2	Section 6.2.5	10633(g)	Provide a plan for optimizing the use of recycled water in the Supplier's service area.	System supplies (recycled water)	n/a	N/A
6.2	Section 6.2.6	10631(g)	Describe desalinated water project opportunities for long-term supply.	System supplies	6-7	Section 5.8
6.2	Section 6.2.10	10631(f)	Describe the expected future water supply projects and programs that may be undertaken by the water Supplier to address water supply reliability in average, single-dry, and for a period of drought lasting five consecutive water years.	System supplies	6-7	Section 5.11
6.3	Section 6.3 and Appendix O	10631.2(a)	The UWMP must include energy information, as stated in the code, that a Supplier can readily obtain.	System suppliers, energy intensity	O-1A, O-1B, O-1C, and O-2	Section 5.14
7.1	Section 7.1	10634	Provide information on the quality of existing sources of water available to the Supplier and the manner in which water quality affects water management strategies and supply reliability.	Water supply reliability assessment	n/a	Section 6.2.1
7.2	Section 7.2	10635(a)	Service Reliability Assessment: Assess the water supply reliability during normal, dry, and a drought lasting five consecutive water years by comparing the total water supply sources available to the Supplier with the total projected water use over the next 20 years.	Water supply reliability assessment	7-2, 7-3, and 7-4	Section 6.2.3
7.2	Section 7.2.3	10620(f)	Describe water management tools and options to maximize resources and minimize the need to import water from other regions.	Water supply reliability assessment	n/a	Section 6.2.4
7.3	Section 7.3	10635(b)	Provide a drought risk assessment as part of information considered in developing the demand management measures and water supply projects.	Water supply reliability assessment	n/a	Section 6.3
7.3	Section 7.3	10635(b)(1)	Include a description of the data, methodology, and basis for one or more supply shortage conditions that are necessary to conduct a drought risk assessment for a drought period that lasts five consecutive years.	Water supply reliability assessment	n/a	Section 6.3.1
7.3	Section 7.3	10635(b)(2)	Include a determination of the reliability of each source of supply under a variety of water shortage conditions.	Water supply reliability assessment	n/a	Section 6.2
7.3	Section 7.3	10635(b)(3)	Include a comparison of the total water supply sources available to the Supplier with the total projected water use for the drought period.	Water supply reliability assessment	7-5	Section 6.3
7.3	Section 7.3	10635(b)(4)	Include considerations of the historical drought hydrology, plausible changes on projected supplies and demands under climate change conditions, anticipated regulatory changes, and other locally applicable criteria.	Water supply reliability assessment	n/a	Sections 6.2.1 and 5.13
8	Chapter 8	10632(a)	Provide a water shortage contingency plan (WSCP) with specified elements below.	Water shortage contingency planning	n/a	Appendix H

Order	2025 Guidebook Location	Water Code Section	Summary as Applies to UWMP	Subject	Relevant Submittal Table	2025 UWMP Location
8	Chapter 8	10632(a)(1)	Provide an analysis of water supply reliability (from Guidebook Chapter 7) in the WSCP.	Water shortage contingency planning	n/a	Appendix H
8.2	Section 8.2	10632(a)(2)(A)	Provide the written decision-making process and other methods that the Supplier will use each year to determine its water reliability.	Water shortage contingency planning	n/a	Appendix H
8.2	Section 8.2	10632(a)(2)(B)	Provide data and methodology to evaluate the Supplier's water reliability for the current year and one dry year pursuant to factors in the code.	Water shortage contingency planning	n/a	Appendix H
8.3	Section 8.3	10632(a)(3)(A)	Define six standard water shortage levels of 10%, 20%, 30%, 40%, 50% shortage, and greater than 50% shortage. These levels shall be based on supply conditions, including percent reductions in supply, changes in groundwater levels, changes in surface elevation, or other conditions. The shortage levels shall also apply to a catastrophic interruption of supply.	Water shortage contingency planning	n/a	Appendix H
8.3	Section 8.3	10632(a)(3)(B)	Suppliers with an existing WSCP that uses different water shortage levels must cross reference their categories with the six standard categories.	Water shortage contingency planning	8-1	Appendix H
8.4	Section 8.4	10632(a)(4)(A)	Suppliers with WSCPs that align with the defined shortage levels must specify locally appropriate supply augmentation actions.	Water shortage contingency planning	8-2	Appendix H
8.4	Section 8.4	10632(a)(4)(B)	Specify locally appropriate demand reduction actions to adequately respond to shortages.	Water shortage contingency planning	8-3	Appendix H
8.4	Section 8.4	10632(a)(4)(C)	Specify locally appropriate operational changes.	Water shortage contingency planning	8-2	Appendix H
8.4	Section 8.4	10632(a)(4)(D)	Specify additional mandatory prohibitions against specific water use practices that are in addition to State-mandated prohibitions are appropriate to local conditions.	Water shortage contingency planning	Table 8-3	Appendix H
8.4	Section 8.4	10632(a)(4)(E)	Estimate the extent to which the gap between supplies and demand will be reduced by implementation of the action.	Water shortage contingency planning	8-2 and 8-3	Appendix H
8.4	Section 8.4.6	10632.5	The UWMP shall include a seismic risk assessment and mitigation plan.	Water shortage contingency plan	n/a	Appendix H
8.5	Section 8.5	10632(a)(5)(A)	Suppliers must describe that they will inform customers, the public and others regarding any current or predicted water shortages.	Water shortage contingency planning	n/a	Appendix H
8.5	Section 8.5	10632(a)(5)(B), 10632(a)(5)(C)	Suppliers must describe that they will inform customers, the public and others regarding any shortage response actions triggered or anticipated to be triggered and other relevant communications.	Water shortage contingency planning	n/a	Appendix H
8.6	Section 8.6	10632(a)(6)	Retail Supplier must describe how it will ensure compliance with and enforce provisions of the WSCP.	Water shortage contingency planning	n/a	Appendix H
8.7	Section 8.7	10632(a)(7)(A)	Describe the legal authority that empowers the Supplier to enforce shortage response actions.	Water shortage contingency planning	n/a	Appendix H
8.7	Section 8.7	10632(a)(7)(B)	Provide a statement that the Supplier will declare a water shortage emergency per Water Code Chapter 3. <i>Water Shortage Emergencies</i> .	Water shortage contingency planning	n/a	Appendix H
8.7	Section 8.7	10632(a)(7)(C)	Provide a statement that the Supplier will coordinate with any city or county within which it provides water for the possible proclamation of a local emergency.	Water shortage contingency planning	n/a	Appendix H
8.8	Section 8.8	10632(a)(8)(A)	Describe the potential revenue reductions and expense increases associated with activated shortage response actions.	Water shortage contingency planning	n/a	Appendix H
8.8	Section 8.8	10632(a)(8)(B)	Provide a description of mitigation actions needed to address revenue reductions and expense increases associated with activated shortage response actions.	Water shortage contingency planning	n/a	Appendix H
8.8	Section 8.8	10632(a)(8)(C)	Retail Suppliers must describe the cost of compliance with Water Code Chapter 3.3, <i>Excessive Residential Water Use During Drought</i> .	Water shortage contingency planning	n/a	Appendix H
8.9	Section 8.9	10632(a)(9)	Retail Suppliers must describe the monitoring and reporting requirements and procedures that ensure appropriate data are collected, tracked, and analyzed for purposes of monitoring customer compliance.	Water shortage contingency planning	n/a	Appendix H
8.10	Section 8.10	10632(a)(10)	Describe reevaluation and improvement procedures for monitoring and evaluation the WSCP to ensure risk tolerance is adequate and appropriate water shortage mitigation strategies are implemented.	Water shortage contingency planning	n/a	Appendix H
8.11	Section 8.11	10632(b)	Analyze and define water features that are artificially supplied with water, including ponds, lakes, waterfalls, and fountains, separately from swimming pools and spas.	Water shortage contingency planning	n/a	Appendix H
8.12	Section 8.12	10632(c)	Make available the WSCP to customers and any city or county where it provides water within 30 days after adoption of the plan.	Water shortage contingency planning	n/a	Appendix H
9.1	Sections 9.1	10631(e)(1)	Retail Suppliers shall provide a description of the nature and extent of each demand management measure implemented over the past five years. The description will address specific measures listed in code.	Demand management measures	n/a	N/A
9.2	Sections 9.2	10631(e)(2)	Wholesale Suppliers shall describe specific demand management measures listed in code, their distribution system asset management program, and Supplier assistance program.	Demand management measures	n/a	Section 8.2
10	Chapter 10	10608.26(a)	Retail Suppliers shall conduct a public hearing to discuss adoption, implementation, and economic impact of water use targets (recommended to discuss compliance).	Plan adoption, submittal, and implementation	n/a	N/A
10.2	Section 10.2.1	10621(b)	Notify, at least 60 days prior to the public hearing, any city or county within which the Supplier provides water that the Supplier will be reviewing the UWMP and considering amendments or changes to the plan.	Plan adoption, submittal, and implementation	10-1	Section 9.1
10.4	Section 10.4	10621(f)	Each urban water Supplier shall update and submit its 2025 plan to DWR by July 1, 202 6.	Plan adoption, submittal, and implementation	n/a	Section 9.1

Order	2025 Guidebook Location	Water Code Section	Summary as Applies to UWMP	Subject	Relevant Submittal Table	2025 UWMP Location
10.2	Sections 10.2.2, 10.3, and 10.5	10642	Provide supporting documentation that the Supplier made the UWMP and WSCP available for public inspection, published notice of the public hearing, and held a public hearing about the UWMP and WSCP.	Plan adoption, submittal, and implementation	n/a	Section 9.3
10.2	Section 10.2.2	10642	The Supplier is to provide the time and place of the hearing to any city or county within which the Supplier provides water.	Plan adoption, submittal, and implementation	10-1	Section 9.3
10.3	Section 10.3.2	10642	Provide supporting documentation that the UWMP and WSCP has been adopted as prepared or modified.	Plan adoption, submittal, and implementation	n/a	Section 9.4
10.4	Section 10.4	10644(a)	Provide supporting documentation that the Supplier has submitted their UWMP to the California State Library.	Plan adoption, submittal, and implementation	n/a	Section 9.2
10.4	Section 10.4	10644(a)(1)	Provide supporting documentation that the Supplier has submitted their UWMP to any city or county within which the Supplier provides water no later than 30 days after adoption.	Plan adoption, submittal, and implementation	n/a	Section 9.3
10.4	Sections 10.4.1 and 10.4.2	10644(a)(2)	The UWMP, or amendments to the UWMP, submitted to DWR shall be submitted electronically.	Plan adoption, submittal, and implementation	n/a	Section 9.2
10.7	Section 10.7.2	10644(b)	If revised, submit a copy of the WSCP to DWR within 30 days of adoption.	Plan adoption, submittal, and implementation	n/a	Section 9.4
10.5	Section 10.5	10645(a)	Provide supporting documentation that, not later than 30 days after filing a copy of its UWMP with DWR, the Supplier has or will make the plan available for public review during normal business hours.	Plan adoption, submittal, and implementation	n/a	Section 9.3
10.5	Section 10.5	10645(b)	Provide supporting documentation that, not later than 30 days after filing a copy of its WSCP with DWR, the Supplier has or will make the plan available for public review during normal business hours.	Plan adoption, submittal, and implementation	n/a	Section 9.3
10.6	Section 10.6	10621(c)	If Supplier is regulated by the Public Utilities Commission, include its plan and contingency plan as part of its general rate case filings.	Plan adoption, submittal, and implementation	n/a	N/A

# Appendix C Public Hearing Notices







# San Antonio Water Company

Incorporated October 25, 1882  
Serving the original Ontario Colony lands

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March 17, 2026

## **NOTICE OF PREPARATION OF THE 2025 URBAN WATER MANAGEMENT PLAN AND SHORTAGE CONTINGENCY PLAN**

Dear Municipal Shareholder/Stakeholder,

San Antonio Water Company is in the process of preparing and updating its 2025 Urban Water Management Plan (UWMP) and Water Shortage Contingency Plan (WSCP) in compliance with the Urban Water Management Planning Act. An update of the San Antonio Water Company's UWMP is required every five (5) years.

Water Code section 10621(b) requires an urban water supplier updating its UWMP and WSCP to notify cities and counties within its service area of the update at least sixty (60) days prior to holding a public hearing thereby encouraging public involvement and agency coordination. This letter serves as San Antonio Water Company's notice that it is preparing and updating its 2025 UWMP and WSCP.

A copy of San Antonio Water Company's draft 2025 UWMP and WSCP will be available for review prior to the public hearing and adoption meeting at San Antonio Water Company's office located at 139 North Euclid Avenue, Upland CA and online at [www.sawaterco.com](http://www.sawaterco.com). San Antonio Water Company will subsequently hold a noticed public hearing on the 2025 UWMP and WSCP anticipated to occur as follows:

Date: May 19<sup>th</sup>, 2026  
Time: 5:00 PM  
Place: Upland City Hall

San Antonio Water Company invites you to submit comments regarding its UWMP and WSCP. If you have any questions or input regarding these documents, please contact me via email or by phone.

Sincerely,

*Brian C. Lee*

Brian Lee, PE  
General Manager  
San Antonio Water Company  
[blee@sawaterco.com](mailto:blee@sawaterco.com)



# Appendix D Adoption Resolution





# Appendix E 60 Day Notification Letters

E





# San Antonio Water Company

Incorporated October 25, 1882  
Serving the original Ontario Colony lands

---

March 17, 2026

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Time: 5:00 PM  
Place: Upland City Hall

San Antonio Water Company invites you to submit comments regarding its UWMP and WSCP. If you have any questions or input regarding these documents, please contact me via email or by phone.

Sincerely,

*Brian C. Lee*

Brian Lee, PE  
General Manager  
San Antonio Water Company  
[blee@sawaterco.com](mailto:blee@sawaterco.com)



# Appendix F Chino Basin Judgement





*Rec'd J. Stark  
Jan 27, 1978  
td*

FILED

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11 Attorneys for Plaintiff

FILED - West District  
San Bernardino County Clerk

OCT 26 1989

*Caru Gemino*

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

MICROFILMED

12 CHINO BASIN MUNICIPAL WATER )  
13 DISTRICT, )  
14 Plaintiff, )  
15 v. )  
16 CITY OF CHINO, et al. )  
17 Defendants. )

No. 164327

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JUDGMENT

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JUDGMENT  
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7 Attorneys for Plaintiff

8

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA

10 FOR THE COUNTY OF SAN BERNARDINO

11

12 CHINO BASIN MUNICIPAL WATER )  
DISTRICT, )  
13 )  
Plaintiff, )  
14 )  
v. )  
15 )  
CITY OF CHINO, et al. )  
16 )  
Defendants. )  
17 )

No. 164327

JUDGMENT

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I. INTRODUCTION

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1. Pleadings, Parties and Jurisdiction. The complaint here-  
in was filed on January 2, 1975, seeking an adjudication of water  
rights, injunctive relief and the imposition of a physical solu-  
tion. 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

1 parties. This Court has jurisdiction of the subject matter of  
2 this action and of the parties herein.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

26 (o) Person. Any individual, partnership, association,  
27 corporation, governmental entity or agency, or other organ-  
28 ization.

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

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

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

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

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

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

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

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

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

28 (y) SBVMWD -- San Bernardino Valley Municipal Water

1 District.

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

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

9 (bb) Supplemental Water -- Includes both water imported  
10 to Chino Basin from outside Chino Basin Watershed, and re-  
11 claimed water.

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

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

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

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

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

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

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

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

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

28 "H" -- Appropriative Pool Pooling Plan.

1 "I" -- Engineering Appendix.

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

3 "K" -- Legal Description of Chino Basin.

4  
5 II. DECLARATION OF RIGHTS

6 A. HYDROLOGY

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

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

18 B. WATER RIGHTS IN SAFE YIELD

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

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

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

17 (a) Loss of Priorities. By reason of the long continued  
18 overdraft in Chino Basin, and in light of the complexity of  
19 determining appropriative priorities and the need for con-  
20 serving and making maximum beneficial use of the water re-  
21 sources of the State, each and all of the parties listed in  
22 Exhibit "E" are estopped and barred from asserting special  
23 priorities or preferences, inter se. All of said appropri-  
24 ative rights are accordingly deemed and considered of equal  
25 priority.

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

1 1007 of the Civil Code, said rights are immune from reduction  
2 or limitation by prescription.

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

15 C. RIGHTS TO AVAILABLE GROUND WATER STORAGE CAPACITY

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

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

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

8  
9 III. INJUNCTION

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

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

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

28 (c) Appropriative Pool. Each party in the



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

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

26 Said continuing jurisdiction is provided for the purpose of en-  
27 abling the Court, upon application of any party, the Watermaster,  
28 the Advisory Committee or any Pool Committee, by motion and, upon

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

6  
7 V. WATERMASTER

8 A. APPOINTMENT

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

22 B. POWERS AND DUTIES

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

28 18. Rules and Regulations. Upon recommendation by the

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

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

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

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

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

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

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

11 24. Borrowing. Watermaster may borrow from time to time  
12 amounts not exceeding the annual anticipated receipts of Water-  
13 master during such year.

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

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

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

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

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

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

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

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

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

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

19 (b) Noticed Motion. Any party, the Watermaster (as  
20 to any mandated action), the Advisory Committee, or any  
21 Pool Committee may, by a regularly noticed motion, apply  
22 to the Court for review of any Watermaster's action,  
23 decision or rule. Notice of such motion shall be served  
24 personally or mailed to Watermaster and to all active  
25 parties. Unless otherwise ordered by the Court, such  
26 motion shall not operate to stay the effect of such  
27 Watermaster action, decision or rule.  
28

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

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

15 (e) Decision. The decision of the Court in such proceed-  
16 ing shall be an appealable supplemental order in this case.  
17 When the same is final, it shall be binding upon the Water-  
18 master and all parties.

19 C. ADVISORY AND POOL COMMITTEES

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

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

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

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

- 14 (a) Overlying (Agricultural) Pool 20,  
15 (b) Overlying (Non-agricultural) Pool 5, and  
16 (c) Appropriative Pool 20.

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

23 35. Quorum. A majority of the voting power of the Advisory  
24 Committee or any Pool Committee shall constitute a quorum for the  
25 transaction of affairs of such Advisory or Pool Committee; pro-  
26 vided, that at least one representative of each Pool Committee  
27 shall be required to constitute a quorum of the Advisory Committee.  
28 No Pool Committee representative may purposely absent himself or

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

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

22 37. Organization.

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

1 such Pool or Advisory Committee.

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

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

19 (d) Minutes. Minutes of all Pool Committee, Advisory  
20 Committee and Watermaster meetings shall be kept at Water-  
21 master's offices. Copies thereof shall be mailed or otherwise  
22 furnished to all active parties in the pool or pools con-  
23 cerned. Said copies of minutes shall constitute notice of any  
24 Pool or Advisory Committee action therein reported, and shall  
25 be available for inspection by any party.

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

1 from time to time. A copy of the order or notice of adjourn-  
2 ment shall be conspicuously posted forthwith on or near the  
3 door of the place where the meeting was held.

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

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

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

22 [1] Committee Initiative. When any recommendation  
23 or advice of the Advisory Committee is received by  
24 Watermaster, action consistent therewith may be taken by  
25 Watermaster; provided, that any recommendation approved  
26 by 80 votes or more in the Advisory Committee shall  
27 constitute a mandate for action by Watermaster consistent  
28 therewith. If Watermaster is unwilling or unable to act

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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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1 VI. PHYSICAL SOLUTION

2 A. GENERAL

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

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

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

1 quantity and quality of said water resources may thereby be pre-  
2 served and the beneficial utilization of the Basin maximized.

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

14 B. POOLING

15 43. Multiple Pools Established. There are hereby established  
16 three (3) pools for Watermaster administration of, and for the  
17 allocation of responsibility for, and payment of, costs of re-  
18 plenishment water and other aspects of this Physical Solution.

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

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

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

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

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

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

14	<u>Pool</u>	<u>Allocation</u>
15	Overlying (Agricultural) Pool	414,000 acre feet in any five (5) consecutive years.
16	Overlying (Non-agricultural) 17 Pool.	7,366 acre feet per year.
18	Appropriative Pool	49,834 acre feet per year.

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

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

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

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

14 C. REPORTS AND ACCOUNTING

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

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

28 - - - - -

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D. REPLENISHMENT

1  
2 49. Sources of Supplemental Water. Supplemental water may be  
3 obtained by Watermaster from any available source. Watermaster  
4 shall seek to obtain the best available quality of supplemental  
5 water at the most reasonable cost for recharge in the Basin. To  
6 the extent that costs of replenishment water may vary between  
7 pools, each pool shall be liable only for the costs attributable to  
8 its required replenishment. Available sources may include, but are  
9 not limited to:

10 (a) Reclaimed Water. There exist a series of agreements  
11 generally denominated the Regional Waste Water Agreements  
12 between CBMWD and owners of the major municipal sewer systems  
13 within the basin. Under those agreements, which are recog-  
14 nized hereby but shall be unaffected and unimpaired by this  
15 judgment, substantial quantities of reclaimed water may be  
16 made available for replenishment purposes. There are addi-  
17 tional sources of reclaimed water which are, or may become,  
18 available to Watermaster for said purposes. Maximum benefi-  
19 cial use of reclaimed water shall be given high priority by  
20 Watermaster.

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

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

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

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

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

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

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

17 E. REVENUES

18 51. Production Assessment. Production assessments, on what-  
19 ever basis, may be levied by Watermaster pursuant to the pooling  
20 plan adopted for the applicable pool.

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

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

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

4 54. Administrative Expenses. The expenses of administration  
5 of this Physical Solution shall be categorized as either (a) gen-  
6 eral Watermaster administrative expense, or (b) special project  
7 expense.

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

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

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

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

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

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

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

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

17 56. Accumulation of Replenishment Water Assessment Proceeds.

18 In order to minimize fluctuation in assessment and to give Water-  
19 master flexibility in purchase and spreading of replenishment  
20 water, Watermaster may make reasonable accumulations of replen-  
21 ishment water assessment proceeds. Interest earned on such re-  
22 tained funds shall be added to the account of the pool from which  
23 the funds were collected and shall be applied only to the purchase  
24 of replenishment water.

25 57. Effective Date. The effective date for accounting and  
26 operation under this Physical Solution shall be July 1, 1977, and  
27 the first production assessments hereunder shall be due after July  
28 1, 1978. Watermaster shall, however, require installation of

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

5  
6 VII. MISCELLANEOUS PROVISIONS

7 58. Designation of Address for Notice and Service. Each  
8 party shall designate the name and address to be used for purposes  
9 of all subsequent notices and service herein, either by its en-  
10 dorsement on the Stipulation for Judgment or by a separate desig-  
11 nation to be filed within thirty (30) days after Judgment has been  
12 served. Said designation may be changed from time to time by  
13 filing a written notice of such change with the Watermaster. Any  
14 party desiring to be relieved of receiving notices of Watermaster  
15 or committee activity may file a waiver of notice on a form to be  
16 provided by Watermaster. Thereafter such party shall be removed  
17 from the Active Party list. Watermaster shall maintain at all  
18 times a current list of active parties and their addresses for  
19 purposes of service. Watermaster shall also maintain a full  
20 current list of names and addresses of all parties or their suc-  
21 cessors, as filed herein. Copies of such lists shall be available,  
22 without cost, to any party, the Advisory Committee or any Pool  
23 Committee upon written request therefor.

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

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

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

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

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

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

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

3 64. Costs. No party shall recover any costs in this pro-  
4 ceeding from any other party.

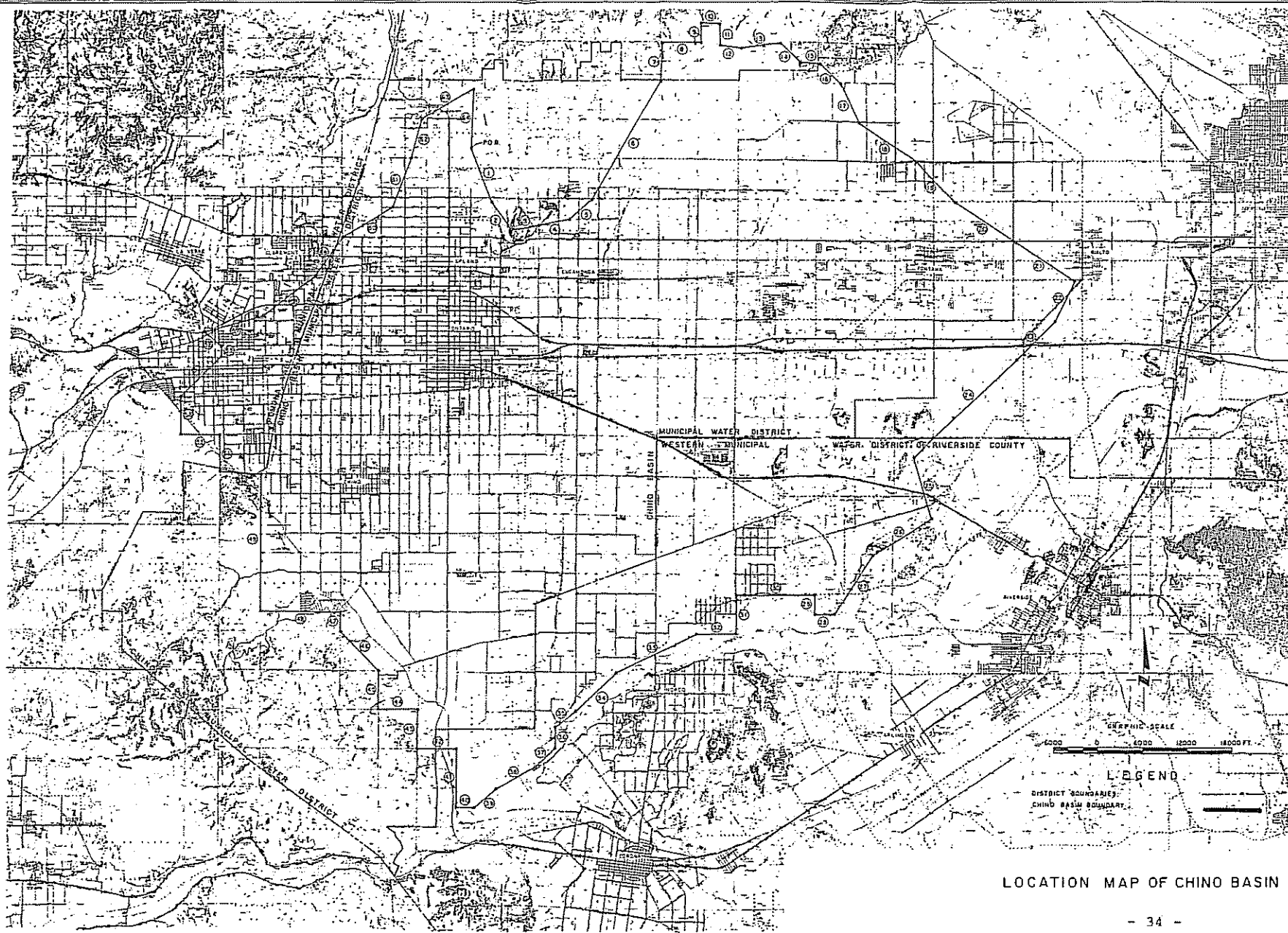
5 Dated: JAN 27 1978.

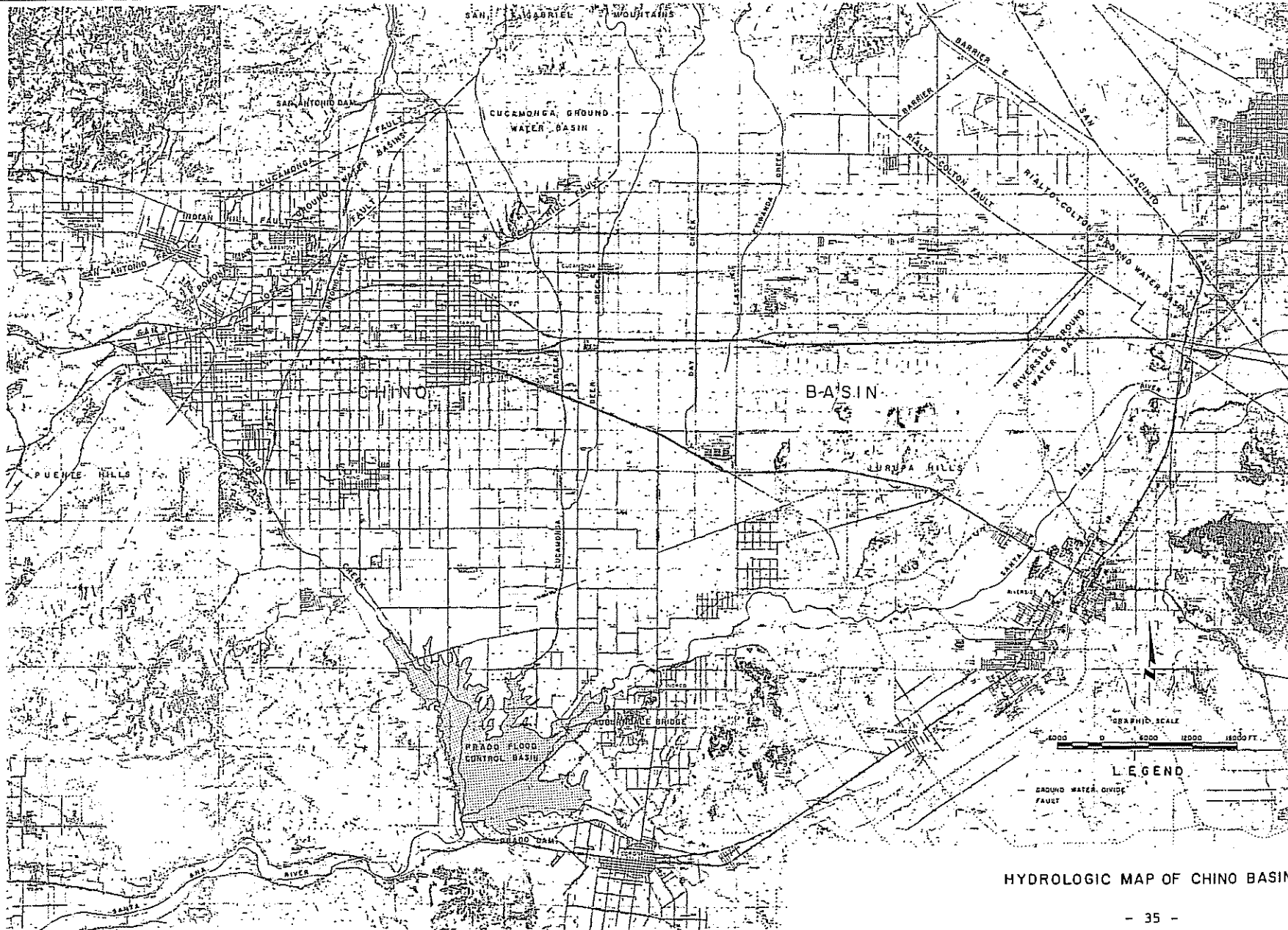
6  
7 Arnold B. Weiss

Judge

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HYDROLOGIC MAP OF CHINO BASIN

STIPULATING OVERLYING AGRICULTURAL PRODUCERS

1	STATE OF CALIFORNIA	Aphessetche, Xavier
2	COUNTY OF SAN BERNARDINO	Arena Mutual Water Assn.
3	Abacherli Dairy, Inc.	Armstrong Nurseries, Inc.
4	Abacherli, Frank	Arretche, Frank
5	Abacherli, Shirley	Arretche, Jean Pierre
6	Abbona, Anna	Arvidson, Clarence F.
7	Abbona, James	Arvidson, Florence
8	Abbona, Jim	Ashley, George W.
9	Abbona, Mary	Ashley, Pearl E.
10	Agliani, Amelia H.	Atlas Farms
11	Agman, Inc.	Atlas Ornamental Iron Works, Inc.
12	Aguerre, Louis B.	Aukeman, Carol
13	Ahmanson Trust Co.	Aukeman, Lewis
14	Akiyama, Shizuye	Ayers, Kenneth C., aka
15	Akiyama, Tomoo	Kelley Ayers
16	Akkerman, Dave	Bachoc, Raymond
17	Albers, J. N.	Baldwin, Edgar A.
18	Albers, Nellie	Baldwin, Lester
19	Alewyn, Jake J.	Banbury, Carolyn
20	Alewyn, Normalee	Bangma Dairy
21	Alger, Mary D.	Bangma, Arthur
22	Alger, Raymond	Bangma, Ida
23	Allen, Ben F.	Bangma, Martin
24	Allen, Jane F.	Bangma, Sam
25	Alta-Dena Dairy	Barba, Anthony B.
26	Anderson Farms	Barba, Frank
27	Anguiano, Sarah L. S.	Barcellos, Joseph
28	Anker, Gus	Barnhill, Maurine W.

1	Barnhill, Paul	Boersma, Angie
2	Bartel, Dale	Boersma, Berdina
3	Bartel, Ursula	Boersma, Frank
4	Bartel, Willard	Boersma, Harry
5	Barthelemy, Henry	Boersma, Paul
6	Barthelemy, Roland	Boersma, Sam
7	Bassler, Donald V., M.D.	Boersma, William L.
8	Bates, Lowell R.	Bohlender & Holmes, Inc.
9	Bates, Mildred L.	Bokma, Peter
10	Beahm, James W.	Bollema, Jacob
11	Beahm, Joan M.	Boonstoo, Edward
12	Bekendam, Hank	Bootsma, Jim
13	Bekendam, Pete	Borba, Dolene
14	Bello, Eugene	Borba, Dolores
15	Bello, Olga	Borba, Emily
16	Beltman, Evelyn	Borba, George
17	Beltman, Tony	Borba, John
18	Bergquist Properties, Inc.	Borba, John & Sons
19	Bevacqua, Joel A.	Borba, John Jr.
20	Bevacqua, Marie B.	Borba, Joseph A.
21	Bidart, Bernard	Borba, Karen E.
22	Bidart, Michael J.	Borba, Karen M.
23	Binnell, Wesley	Borba, Pete, Estate of
24	Black, Patricia E.	Borba, Ricci
25	Black, Victor	Borba, Steve
26	Bodger, John & Sons Co.	Borba, Tom
27	Boer, Adrian	Bordisso, Alleck
28	Boersma and Wind Dairy	Borges, Angelica M.

1	Borges, Bernadette	Bothof, Roger W.
2	Borges, John O.	Bouma, Cornie
3	Borges, Linda L.	Bouma, Emma
4	Borges, Manual Jr.	Bouma, Henry P.
5	Borges, Tony	Bouma, Martin
6	Bos, Aleid	Bouma, Peter G. & Sons Dairy
7	Bos, Gerrit	Bouma, Ted
8	Bos, John	Bouman, Helen
9	Bos, John	Bouman, Sam
10	Bos, Margaret	Bower, Mabel E.
11	Bos, Mary	Boys Republic
12	Bos, Mary Beth	Breedyk, Arie
13	Bos, Tony	Breedyk, Jessie
14	Bosch, Henrietta	Briano Brothers
15	Bosch, Peter T.	Briano, Albert
16	Boschma, Betty	Briano, Albert Trustee for
17	Boschma, Frank	Briano, Albert Frank
18	Boschma, Greta	Briano, Lena
19	Boschma, Henry	Brink, Russell N.
20	Bosma, Dick	Brinkerhoff, Margaret
21	Bosma, Florence G.	Brinkerhoff, Robert L.
22	Bosma, Gerrit	Britschgi, Florence
23	Bosma, Jacob J.	Britschgi, Magdalena Garetto
24	Bosma, Jeanette Thea	Britschgi, Walter P.
25	Bosman, Frank	Brommer, Marvin
26	Bosman, Nellie	Brookside Enterprizes, dba
27	Bosnyak, Goldie M.	Brookside Vineyard Co.
28	Bosnyak, Martin	Brothers Three Dairy

1	Brown, Eugene	Chino Corona Investment
2	Brun, Martha M.	Chino Water Co.
3	Brun, Peter Robert	Christensen, Leslie
4	Buma, Duke	Christensen, Richard G.
5	Buma, Martha	Christian, Ada R.
6	Bunse, Nancy	Christian, Harold F.
7	Bunse, Ronnie L.	Christy, Ella J.
8	Caballero, Bonnie L.	Christy, Ronald S.
9	Caballero, Richard F.	Cihigoyenette, Jean
10	Cable Airport Inc.	Cihigoyenette, Leona
11	Cadlini, Donald	Cihigoyenette, Martin
12	Cadlini, Jesse R.	Clarke, Arthur B.
13	Cadlini, Marie Edna	Clarke, Nancy L.
14	Cambio, Anna	Clarke, Phyllis J.
15	Cambio, Charles, Estate of	Coelho, Isabel
16	Cambio, William V.	Coelho, Joe A. Jr.
17	Cardoza, Florence	Collins, Howard E.
18	Cardoza, Olivi	Collins, Judith F.
19	Cardoza, Tony	Collinsworth, Ester L.
20	Carnesi, Tom	Collinsworth, John E.
21	Carver, Robt M., Trustee	Collinsworth, Shelby
22	Cauffman, John R.	Cone Estate (05-2-00648/649)
23	Chacon Bros.	Consolidated Freightways Corp.
24	Chacon, Elvera P.	of Delaware
25	Chacon, Joe M.	Corona Farms Co.
26	Chacon, Robert M.	Corra, Rose
27	Chacon, Virginia L.	Costa, Dimas S.
28	Chez, Joseph C.	Costa, Laura

1	Costa, Myrtle	De Boer, L. H.
2	Costamagna, Antonio	De Boer, Sidney
3	Costamagna, Joseph	De Bos, Andrew
4	Cousyn, Claus B.	De Graaf, Anna Mae
5	Cramer, Carole F.	De Graaf, Gerrit
6	Cramer, William R.	De Groot, Dick
7	Crossroads Auto Dismantlers, Inc.	De Groot, Dorothy
8	Crouse, Beatrice I.	De Groot, Ernest
9	Crouse, Roger	De Groot, Henrietta
10	Crowley, Juanita C.	De Groot, Jake
11	Crowley, Ralph	De Groot, Pete Jr.
12	Cucamonga Vintners	De Haan, Bernadena
13	D'Astici, Teresa	De Haan, Henry
14	Da Costa, Cecilia B.	De Hoog, Adriana
15	Da Costa, Joaquim F.	De Hoog, Joe
16	Daloisio, Norman	De Hoog, Martin
17	De Berard Bros.	De Hoog, Martin L.
18	De Berard, Arthur, Trustee	De Hoog, Mitch
19	De Berard, Charles	De Hoog, Tryntje
20	De Berard, Chas., Trustee	De Jager, Cobi
21	De Berard, Helan J.	De Jager, Edward D.
22	De Berard, Robert	De Jong Brothers Dairy
23	De Berard, Robert, Trustee	De Jong, Cornelis
24	De Bie, Adrian	De Jong, Cornelius
25	De Bie, Henry	De Jong, Grace
26	De Bie, Margaret M.	De Jong, Jake
27	De Bie, Marvin	De Jong, Lena
28	De Boer, Fred	De Leeuw, Alice

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1	De Leeuw, Sam	Dirkse, Catherine
2	De Soete, Agnes	Dirkse, Charles C.
3	De Soete, Andre	Dixon, Charles E.
4	De Vries, Abraham	Dixon, Geraldine A.
5	De Vries, Case	Doesberg, Hendrica
6	De Vries, Dick	Doesburg, Theodorus P.
7	De Vries, Evelyn	Dolan, Marion
8	De Vries, Henry, Estate of	Dolan, Michael H.
9	De Vries, Hermina	Dominguez, Helen
10	De Vries, Jack H.	Dominguez, Manual
11	De Vries, Jane	Donkers, Henry A.
12	De Vries, Janice	Donkers, Nellie G.
13	De Vries, John	Dotta Bros.
14	De Vries, John J.	Douma Brothers Dairy
15	De Vries, Neil	Douma, Betty A.
16	De Vries, Ruth	Douma, Fred A.
17	De Vries, Theresa	Douma, Hendrika
18	De Wit, Gladys	Douma, Herman G.
19	De Wit, Peter S.	Douma, Narleen J.
20	De Wyn, Evert	Douma, Phillip M.
21	De Zoete, Hattie V.	Dow Chemical Co.
22	De Zoete, Leo A.	Dragt, Rheta
23	Decker, Hallie	Dragt, William
24	Decker, Henry A.	Driftwood Dairy Farm
25	Demmer, Ernest	Droogh, Case
26	Di Carlo, Marie	Duhalde, Marian
27	Di Carlo, Victor	Duhalde, Lauren
28	Di Tommaso, Frank	Duits, Henrietta

1	Duits, John	Excelsior Farms F.D.I.C.
2	Dunlap, Edna Kraemer,	Fagundes, Frank M.
3	Estate of	Fagundes, Mary
4	Durrington, Glen	Fernandes, Joseph Jr.
5	Durrington, William F.	Fernandes, Velma C.
6	Dusi, John, Sr.	Ferraro, Ann
7	Dykstra, Dick	Ferreira, Frank J.
8	Dykstra, John	Ferreira, Joe C. Jr.
9	Dykstra, John & Sons	Ferreira, Narcie
10	Dykstra, Wilma	Filippi, J. Vintage Co.
11	Dyt, Cor	Filippi, Joseph
12	Dyt, Johanna	Filippi, Joseph A.
13	E and S Grape Growers	Filippi, Mary E.
14	Eaton, Thomas, Estate of	Fitzgerald, John R.
15	Echeverria, Juan	Flameling Dairy Inc.
16	Echeverria, Carlos	Flamingo Dairy
17	Echeverria, Pablo	Foss, Douglas E.
18	Eilers, E. Myrle	Foss, Gerald R.
19	Eilers, Henry W.	Foss, Russel
20	El Prado Golf Course	Fred & John Troost No. 1 Inc.
21	Ellsworth, Rex C.	Fred & Maynard Troost No. 2 Inc.
22	Engelsma, Jake	Freitas, Beatriz
23	Engelsma, Susan	Freitas, Tony T.
24	Escojeda, Henry	Gakle, Louis L.
25	Etiwanda Grape Products Co.	Galleano Winery, Inc.
26	Euclid Ave. Investment One	Galleano, Bernard D.
27	Euclid Ave. Investment Four	Galleano, D.
28	Euclid Ave. Three Investment	Galleano, Mary M.

1	Garcia, Pete	Hansen, Raymond F.
2	Gardner, Leland V.	Hanson, Ardeth W.
3	Gardner, Lola M.	Harada, James T.
4	Garrett, Leonard E.	Harada, Violet A.
5	Garrett, Patricia T.	Haringa, Earl and Sons
6	Gastelluberry, Catherine	Haringa, Herman
7	Gastelluberry, Jean	Haringa, Rudy
8	Gilstrap, Glen E.	Haringa, William
9	Gilstrap, Marjorie J.	Harper, Cecilia de Mille
10	Godinho, John	Harrington, Winona
11	Godinho, June	Harrison, Jacqueline A.
12	Gonsalves, Evelyn	Hatanaka, Kenichi
13	Gonsalves, John	Heida, Annie
14	Gorzeman, Geraldine	Heida, Don
15	Gorzeman, Henry A.	Heida, Jim
16	Gorzeman, Joe	Heida, Sam
17	Govea, Julia	Helms, Addison D.
18	Goyenette, Albert	Helms, Irma A.
19	Grace, Caroline E.	Hermans, Alma I.
20	Grace, David J.	Hermans, Harry
21	Gravatt, Glenn W.	Hettinga, Arthur
22	Gravatt, Sally Mae	Hettinga, Ida
23	Greydanus Dairy, Inc.	Hettinga, Judy
24	Greydanus, Rena	Hettinga, Mary
25	Griffin Development Co.	Hettinga, Wilbur
26	Haagsma, Dave	Heublein, Inc., Grocery Products
27	Haagsma, John	Group
28	Hansen, Mary D.	Hibma, Catherine M.

1	Hibma, Sidney	Hohberg, Harold C.
2	Hicks, Kenneth I.	Hohberg, Harold W.
3	Hicks, Minnie M.	Holder, Arthur B.
4	Higgins Brick Co.	Holder, Dorothy F.
5	Highstreet, Alfred V.	Holmes, A. Lee
6	Highstreet, Evada V.	Holmes, Frances P.
7	Hilarides, Bertha as Trustee	Hoogeboom, Gertrude
8	Hilarides, Frank	Hoogeboom, Pete
9	Hilarides, John as Trustee	Hoogendam, John
10	Hindelang, Tillie	Hoogendam, Tena
11	Hindelang, William	Houssels, J. K. Thoroughbred Farm
12	Hobbs, Bonnie C.	
13	Hobbs, Charles W.	Hunt Industries
14	Hobbs, Hazel I.	Idsinga, Ann
15	Hobbs, Orlo M.	Idsinga, William W.
16	Hoekstra, Edward	Imbach Ranch, Inc.
17	Hoekstra, George	Imbach, Kenneth E.
18	Hoekstra, Grace	Imbach, Leonard K.
19	Hoekstra, Louie	Imbach, Oscar K.
20	Hofer, Paul B.	Imbach, Ruth M.
21	Hofer, Phillip F.	Indaburu, Jean
22	Hofstra, Marie	Indaburu, Marceline
23	Hogeboom, Jo Ann M.	Iseli, Kurt H.
24	Hogeboom, Maurice D.	Ito, Kow
25	Hogg, David V.	J & B Dairy Inc.
26	Hogg, Gene P.	Jaques, Johnny C. Jr.
27	Hogg, Warren G.	Jaques, Mary
28	Hohberg, Edith J.	Jaques, Mary Lou

1	Jay Em Bee Farms	Knevelbaard, John
2	Johnson Bro's Egg Ranches, Inc.	Knudsen, Ejnar
3	Johnston, Ellwood W.	Knudsen, Karen M.
4	Johnston, George F. Co.	Knudsen, Kenneth
5	Johnston, Judith H.	Knudson, Robert
6	Jones, Leonard P.	Knudson, Darlene
7	Jongsma & Sons Dairy	Koel, Helen S.
8	Jongsma, Diana A.	Koetsier, Gerard
9	Jongsma, Dorothy	Koetsier, Gerrit J.
10	Jongsma, George	Koetsier, Jake
11	Jongsma, Harold	Koning, Fred W.
12	Jongsma, Henry	Koning, Gloria
13	Jongsma, John	Koning, J. W. Estate
14	Jongsma, Nadine	Koning, James A.
15	Jongsma, Tillie	Koning, Jane
16	Jordan, Marjorie G.	Koning, Jane C.
17	Jordan, Troy O.	Koning, Jennie
18	Jorritsma, Dorothy	Koning, John
19	Juliano, Albert	Koning, Victor A.
20	Kamper, Cornelis	Kooi Holstein Corporation
21	Kamstra, Wilbert	Koolhaas, Kenneth E.
22	Kaplan, Lawrence J.	Koolhaas, Simon
23	Kasbergen, Martha	Koolhaas, Sophie Grace
24	Kasbergen, Neil	Koopal, Grace
25	Kazian, Angelen Estate of	Koopal, Silas
26	Kingsway Const. Corp.	Koopman, Eka
27	Klapps Market	Koopman, Gene T.
28	Kline, James K.	Koopman, Henry G.

1	Koopman, Ted	Leck, Arthur A.
2	Koopman, Tena	Leck, Evelyn M.
3	Koot, Nick	Lee, Harold E.
4	Koster, Aart	Lee, Helen J.
5	Koster, Frances	Lee, Henrietta C.
6	Koster, Henry B.	Lee, R. T. Construction Co.
7	Koster, Nellie	Lekkerkerk, Adriana
8	Kroes, Jake R.	Lekkerkerk, L. M.
9	Kroeze, Bros	Lekkerkerker, Nellie
10	Kroeze, Calvin E.	Lekkerkerker, Walt
11	Kroeze, John	Lewis Homes of California
12	Kroeze, Wesley	Livingston, Dorothy M.
13	Kruckenber, Naomi	Livingston, Rex E.
14	Kruckenber, Perry	Lokey, Rosemary Kraemer
15	L. D. S. Welfare Ranch	Lopes, Candida A.
16	Labrucherie, Mary Jane	Lopes, Antonio S.
17	Labrucherie, Raymond F.	Lopez, Joe D.
18	Lako, Samuel	Lourenco, Carlos, Jr.
19	Landman Corp.	Lourenco, Carmelina P.
20	Lanting, Broer	Lourenco, Jack C.
21	Lanting, Myer	Lourenco, Manual H.
22	Lass, Jack	Lourenco, Mary
23	Lass, Sandra L.	Lourenco, Mary
24	Lawrence, Cecelia, Estate of	Luiten, Jack
25	Lawrence, Joe H., Estate of	Luiz, John M.
26	Leal, Bradley W.	Luna, Christine I.
27	Leal, John C.	Luna, Ruben T.
28	Leal, John Craig	Lusk, John D. and Son a California corporation

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

1	Nyberg, Lillian M.	Ormonde, Viva
2	Nyenhuis, Annie	Ortega, Adeline B.
3	Nyenhuis, Jim	Ortega, Bernard Dino
4	Occidental Land Research	Osterkamp, Joseph S.
5	Okumura, Marion	Osterkamp, Margaret A.
6	Okumura, Yuiche	P I E Water Co.
7	Oldengarm, Effie	Palmer, Eva E.
8	Oldengarm, Egbert	Palmer, Walter E.
9	Oldengarm, Henry	Parente, Luis S.
10	Oliviera, Manuel L.	Parente, Mary Borba .
11	Oliviera, Mary M.	Parks, Jack B.
12	Olson, Albert	Parks, Laura M.
13	Oltmans Construction Co.	Patterson, Lawrence E. Estate of
14	Omlin, Anton	Payne, Clyde H.
15	Omlin, Elsie L.	Payne, Margo
16	Ontario Christian School Assn.	Pearson, Athelia K.
17	Oord, John	Pearson, William C.
18	Oostdam, Jacoba	Pearson, William G.
19	Oostdam, Pete	Pene, Robert
20	Oosten, Agnes	Perian, Miller
21	Oosten, Anthonia	Perian, Ona E.
22	Oosten, Caroline	Petrissans, Deanna
23	Oosten, John	Petrissans, George
24	Oosten, Marinus	Petrissans, Jean P.
25	Oosten, Ralph	Petrissans, Marie T.
26	Orange County Water District	Pickering, Dora M.
27	Ormonde, Manuel	(Mrs. A. L. Pickering)
28	Ormonde, Pete, Jr.	Pierce, John

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

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.

1	Sinnott, Jim	Staal, John
2	Sinnott, Mildred B.	Stahl, Zippora P.
3	Slegers, Dorothy	Stampfl, Berta
4	Slegers, Hubert J.	Stampfl, William
5	Slegers, Jake	Stanley, Robert E.
6	Slegers, Jim	Stark, Everett
7	Slegers, Lenwood M.	Stellingwerf, Andrew
8	Slegers, Martha	Stellingwerf, Henry
9	Slegers, Tesse J.	Stellingwerf, Jenette
10	Smith, Edward S.	Stellingwerf, Shana
11	Smith, Helen D.	Stellingwerf, Stan
12	Smith, James E.	Stelzer, Mike C.
13	Smith, Keith J.	Sterk, Henry
14	Smith, Lester W.	Stiefel, Winifred
15	Smith, Lois Maxine	Stiefel, Jack D.
16	Smith, Marjorie W.	Stigall, Richard L.
17	Soares, Eva	Stigall, Vita
18	Sogioka, Mitsuyoshi	Stockman's Inn
19	Sogioka, Yoshimato	Stouder, Charlotte A.
20	Sousa, Sam	Stouder, William C.
21	Southern Pacific Land Co.	Struikmans, Barbara
22	Southfield, Eddie	Struikmans, Gertie
23	Souza, Frank M.	Struikmans, Henry Jr.
24	Souza, Mary T.	Struikmans, Henry Sr.
25	Spickerman, Alberta	Struikmans, Nellie
26	Spickerman, Florence	Swager, Edward
27	Spickerman, Rudolph	Swager, Gerben
28	Spyksma, John	Swager, Johanna

1	Swager, Marion	Terpstra, Theodore G.
2	Swierstra, Donald	Teune, Tony
3	Swierstra, Fanny	Teunissen, Bernard
4	Sybrandy, Ida	Teunissen, Jane
5	Sybrandy, Simon	Thomas, Ethel M.
6	Sytsma, Albert	Thommen, Alice
7	Sytsma, Edith	Thommen, Fritz
8	Sytsma, Jennie	Tillema, Allie
9	Sytsma, Louie	Tillema, Harold
10	Te Velde, Agnes	Tillema, Klaas D.
11	Te Velde, Bay	Timmons, William R.
12	Te Velde, Bernard A.	Tollerup, Barbara
13	Te Velde, Bonnie	Tollerup, Harold
14	Te Velde, Bonnie G.	Trapani, Louis A.
15	Te Velde, George	Trimlett, Arlene R.
16	Te Velde, George, Jr.	Trimlett, George E.
17	Te Velde, Harm	Tristant, Pierre
18	Te Velde, Harriet	Tuinhout, Ale
19	Te Velde, Henry J.	Tuinhout, Harry
20	Te Velde, Jay	Tuinhout, Hilda
21	Te Velde, Johanna	Tuls, Elizabeth
22	Te Velde, John H.	Tuls, Jack S.
23	Te Velde, Ralph A.	Tuls, Jake
24	Te Velde, Zwaantina, Trustee	Union Oil Company of California
25	Ter Maaten, Case	United Dairyman's Co-op.
26	Ter Maaten, Cleone	Urquhart, James G.
27	Ter Maaten, Steve	Usle, Cathryn
28	Terpstra, Carol	Usle, Faustino

1	V & Y Properties	Van Hofwegen, Clara
2	Vaile, Beryl M.	Van Hofwegen, Jessie
3	Valley Hay Co.	Van Klaveren, A.
4	Van Beek Dairy Inc.	Van Klaveren, Arie
5	Van Canneyt Dairy	Van Klaveren, Wilhelmina
6	Van Canneyt, Maurice	Van Klaveren, William
7	Van Canneyt, Wilmer	Van Leeuwen, Arie C.
8	Van Dam, Bas	Van Leeuwen, Arie C.
9	Van Dam, Isabelle	Van Leeuwen, Arlan
10	Van Dam, Nellie	Van Leeuwen, Clara G.
11	Van Den Berg, Gertrude	Van Leeuwen, Cornelia L.
12	Van Den Berg, Joyce	Van Leeuwen, Harriet
13	Van Den Berg, Marinus	Van Leeuwen, Jack
14	Van Den Berg, Marvin	Van Leeuwen, John
15	Van Der Linden, Ardith	Van Leeuwen, Letie
16	Van Der Linden, John	Van Leeuwen, Margie
17	Van Der Linden, Stanley	Van Leeuwen, Paul
18	Van Der Veen, Kenneth	Van Leeuwen, William A.
19	Van Diest, Anna T.	Van Ravenswaay, Donald
20	Van Diest, Cornelius	Van Ryn Dairy
21	Van Diest, Ernest	Van Ryn, Dick
22	Van Diest, Rena	Van Surksum, Anthonetta
23	Van Dyk, Bart	Van Surksum, John
24	Van Dyk, Jeanette	Van Veen, John
25	Van Foeken, Martha	Van Vliet, Effie
26	Van Foeken, William	Van Vliet, Hendrika
27	Van Hofwegan, Steve	Van Vliet, Hugo
28	Van Hofwegen, Adrian A.	Van Vliet, Klaas

1	Vande Witte, George	Vander Laan, Katie
2	Vanden Berge, Gertie	Vander Laan, Martin Jr.
3	Vanden Berge, Gertie	Vander Laan, Tillie
4	Vanden Berge, Jack	Vander Leest, Anna
5	Vanden Berge, Jake	Vander Leest, Ann
6	Vanden Brink, Stanley	Vander Meer, Alice
7	Vander Dussen, Agnes	Vander Meer, Dick
8	Vander Dussen, Cor	Vander Poel, Hank
9	Vander Dussen, Cornelius	Vander Poel, Pete
10	Vander Dussen, Edward	Vander Pol, Irene
11	Vander Dussen, Geraldine Marie	Vander Pol, Margie
12	Vander Dussen, James	Vander Pol, Marines
13	Vander Dussen, John	Vander Pol, William P.
14	Vander Dussen, Nelvina	Vander Schaaf, Earl
15	Vander Dussen, Rene	Vander Schaaf, Elizabeth
16	Vander Dussen, Sybrand Jr.	Vander Schaaf, Henrietta
17	Vander Dussen, Sybrand Sr.	Vander Schaaf, John
18	Vander Dussen Trustees	Vander Schaaf, Ted
19	Vander Eyk, Case Jr.	Vander Stelt, Catherine
20	Vander Eyk, Case Sr.	Vander Stelt, Clarence
21	Vander Feer, Peter	Vander Tuig, Arlene
22	Vander Feer, Rieka	Vander Tuig, Sylvester
23	Vander Laan, Ann	Vander Veen, Joe A.
24	Vander Laan, Ben	Vandervlag, Robert
25	Vander Laan, Bill	Vander Zwan, Peter
26	Vander Laan, Corrie	Vanderford, Betty W.
27	Vander Laan, Henry	Vanderford, Claud R.
28	Vander Laan, James	Vanderham, Adrian

1	Vanderham, Cornelius	Vestal, J. Howard
2	Vanderham, Cornelius P.	Visser, Gerrit
3	Vanderham, Cory	Visser, Grace
4	Vanderham, E. Jane	Visser, Henry
5	Vanderham, Marian	Visser, Jess
6	Vanderham, Martin	Visser, Louie
7	Vanderham, Pete C.	Visser, Neil
8	Vanderham, Wilma	Visser, Sam
9	Vasquez, Eleanor	Visser, Stanley
10	Veenendaal, Evert	Visser, Tony D.
11	Veenendaal, John H.	Visser, Walter G.
12	Veiga, Dominick Sr.	Von Der Ahe, Fredric T.
13	Verbree, Jack	Von Euw, George
14	Verbree, Tillie	Von Euw, Marjorie
15	Verger, Bert	Von Lusk, a limited partnership
16	Verger, Betty	Voortman, Anna Marie
17	Verhoeven, Leona	Voortman, Edward
18	Verhoeven, Martin	Voortman, Edwin J.
19	Verhoeven, Wesley	Voortman, Gertrude Dena
20	Vermeer, Dick	Wagner, Richard H.
21	Vermeer, Jantina	Walker, Carole R.
22	Vernola Ranch	Walker, Donald E.
23	Vernola, Anthonietta	Walker, Wallace W.
24	Vernola, Anthony	Wardle, Donald M.
25	Vernola, Frank	Warner, Dillon B.
26	Vernola, Mary Ann	Warner, Minnie
27	Vernola, Pat F.	Wassenaar, Peter W.
28	Vestal, Frances Lorraine	Waters, Michael

1	Weeda, Adriana	Wiersma, Jake
2	Weeda, Daniel	Wiersma, Otto
3	Weeks, O. L.	Wiersma, Pete
4	Weeks, Verona E.	Winchell, Verne H., Trustee
5	Weidman, Maurice	Wind, Frank
6	Weidman, Virginia	Wind, Fred
7	Weiland, Adaline I.	Wind, Hilda
8	Weiland, Peter J.	Wind, Johanna
9	Wesselink, Jules	Woo, Frank
10	West, Katharine R.	Woo, Sem Gee
11	West, Russel	Wybenga, Clarence
12	West, Sharon Ann	Wybenga, Gus
13	Western Horse Property	Wybenga, Gus K.
14	Westra, Alice	Wybenga, Sylvia
15	Westra, Henry	Wynja, Andy
16	Westra, Hilda	Wynja, Iona F.
17	Westra, Jake J.	Yellis, Mildred
18	Weststeyn, Freida	Yellis, Thomas E.
19	Weststeyn, Pete	Ykema-Harmsen Dairy
20	Whitehurst, Louis G.	Ykema, Floris
21	Whitehurst, Pearl L.	Ykema, Harriet
22	Whitmore, David L.	Yokley, Betty Jo
23	Whitmore, Mary A.	Yokley, Darrell A.
24	Whitney, Adolph M.	Zak, Zan
25	Wiersema, Harm	Zivelonghi, George
26	Wiersema, Harry	Zivelonghi, Margaret
27	Wiersma, Ellen H.	Zwaagstra, Jake
		Zwaagstra, Jessie M.
28	Wiersma, Gladys J.	Zwart, Case

NON-PRODUCER WATER DISTRICTS

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- Chino Basin Municipal Water District
- Chino Basin Water Conservation District
- Pomona Valley Municipal Water District
- Western Municipal Water District of Riverside County

LAW OFFICES  
DONALD D. STARK  
A PROFESSIONAL CORPORATION  
SUITE 201  
2061 BUSINESS CENTER DRIVE  
IRVINE, CALIFORNIA 92715  
(714) 752-8971

DEFAULTING OVERLYING AGRICULTURAL PRODUCERS

1		
2	Cheryl L. Bain	Roy W. Lantis
3	Warren Bain	Sharon I. Lantis
4	John M. Barcelona	Frank Lorenz
5	Letty Bassler	Dagney H. MacDonald
6	John Brazil	Frank E. Martin
7	John S. Briano	Ruth C. Martin
8	Lupe Briano	Connie S. Mello
9	Paul A. Briano	Naldiro J. Mello
10	Tillie Briano	Felice Miller
11	Arnie B. Carlson	Ted Miller
12	John Henry Fikse	Masao Nerio
13	Phyllis S. Fikse	Tom K. Nerio
14	Lewellyn Flory	Toyo Nerio
15	Mary I. Flory	Yuriko Nerio
16	L. H. Glazer	Harold L. Rees
17	Dorothy Goodman	Alden G. Rose
18	Sidney D. Goodman	Claude Rouleau, Jr.
19	Frank Grossi	Patricia M. Rouleau
20	Harada Brothers	Schultz Enterprises
21	Ellen Hettinga	Albert Shaw
22	Hein Hettinga	Lila Shaw
23	Dick Hofstra, Jr.	Cathy M. Stewart
24	Benjamin M. Hughey	Marvin C. Stewart
25	Frieda L. Hughey	Betty Ann Stone
26	Guillaume Indart	John B. Stone
27	Ellwood B. Johnston, Trustee	Vantoll Cattle Co., Inc.
28	Perry Kruckenberg, Jr.	Catherine Verburg

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LAW OFFICES  
DONALD D. STARK  
A PROFESSIONAL CORPORATION  
SUITE 201  
2081 BUSINESS CENTER DRIVE  
IRVINE, CALIFORNIA 92715  
(714) 752-8971

- 1 Martin Verburg
- 2 Donna Vincent
- 3 Larry Vincent
- 4 Cliff Wolfe & Associates
- 5 Ada M. Woll
- 6 Zarubica Co.
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EXHIBIT "D"

OVERLYING NON-AGRICULTURAL RIGHTS

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<u>Party</u>	<u>Total Overlying Non-Agricultural Rights (Acre Feet)</u>	<u>Share of Safe Yield (Acre Feet)</u>
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.	<u>0</u>	<u>0</u>
Totals	9,409	7,366.000

A PROFESSIONAL CORPORATION  
SUITE 201  
2061 BUSINESS CENTER DRIVE  
IRVINE, CALIFORNIA 92715  
(714) 752-8971

EXHIBIT "E"  
APPROPRIATIVE RIGHTS

<u>Party</u>	<u>Appropriative Right (Acre Feet)</u>	<u>Share of Initial Operating Safe Yield (Acre Feet)</u>	<u>Share of Operating Safe Yield (Percent)</u>
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 Ser- vices 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	<u>1,361.3</u>	<u>947.714</u>	<u>1.728</u>
TOTAL	78,763.8	54,834.000	100.000

EXHIBIT "E"

EXHIBIT "F"  
OVERLYING (AGRICULTURAL) POOL  
POOLING PLAN

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

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

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

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

28       5. Advisory Committee Representatives. The number of

1 representatives of the Pool Committee on the Advisory Committee  
2 shall be as provided in the rules of the pool from time to time  
3 but not exceeding ten (10). The voting power of the pool on the  
4 Advisory Committee shall be apportioned and exercised as deter-  
5 mined from time to time by the Pool Committee.

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

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

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

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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.

1 EXHIBIT "G"  
2 OVERLYING (NON-AGRICULTURAL) POOL  
3 POOLING PLAN

4 1. Membership in Pool. The initial members of the pool,  
5 together with the decreed share of the Safe Yield of each, are  
6 listed in Exhibit "D". Said pool includes producers of water for  
7 overlying industrial or commercial (non-agricultural) purposes, or  
8 such producers within the Pool who may hereafter take water pur-  
9 suant to Paragraph 8 hereof.

10 2. Pool Committee. The Pool Committee for this pool shall  
11 consist of one representative designated by each member of the  
12 pool. Voting on the committee shall be on the basis of one vote  
13 for each member, unless a volume vote is demanded, in which case  
14 votes shall be allocated as follows:

15 The volume voting power on the Pool Committee shall  
16 be 1,484 votes. Of these, 742 votes shall be allocated on  
17 the basis of one vote for each ten (10) acre feet or fraction  
18 thereof of decreed shares in Safe Yield. (See Exhibit "D".)  
19 The remaining 742 votes shall be allocated proportionally  
20 on the basis of assessments paid to Watermaster during the  
21 preceding year.\*

22 3. Advisory Committee Representatives. At least three (3)  
23 members of the Pool Committee shall be designated by said committee  
24 to serve on the Advisory Committee. The exact number of such  
25 representatives at any time shall be as determined by the Pool  
26 Committee. The voting power of the pool shall be exercised in the

27 \*Or production assessments paid under Water Code Section  
28 72140 et seq., as to years prior to the second year of operation  
under the Physical Solution hereunder.

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

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

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

19 6. Assignment. Rights herein decreed are appurtenant to the  
20 land and are only assignable with the land for overlying use  
21 thereon; provided, however, that any appropriator who may, directly  
22 or indirectly, undertake to provide water service to such overlying  
23 lands may, by an appropriate agency agreement on a form approved by  
24 Watermaster, exercise said overlying right to the extent, but only  
25 to the extent necessary to provide water service to said overlying  
26 lands.

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

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

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

13 9. Rules. The Pool Committee shall adopt rules for adminis-  
14 tering its program and in amplification of the provisions, but not  
15 inconsistent with, this pooling plan.  
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EXHIBIT "H"  
APPROPRIATIVE POOL  
POOLING PLAN

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3 1. Qualification for Pool. Any city, district or other  
4 public entity and public utility -- either regulated under Public  
5 Utilities Commission jurisdiction, or exempt therefrom as a non-  
6 profit mutual water company (other than those assigned to the  
7 Overlying [Agricultural] Pool) -- shall be a member of this pool.  
8 All initial members of the pool are listed in Exhibit "E", together  
9 with their respective appropriative rights and acre foot allocation  
10 and percentage shares of the initial and subsequent Operating Safe  
11 Yield.

12 2. Pool Committee. The Pool Committee shall consist of one  
13 (1) representative appointed by each member of the Pool.

14 3. Voting. The total voting power on the Pool Committee  
15 shall be 1,000 votes. Of these, 500 votes shall be allocated in  
16 proportion to decreed percentage shares in Operating Safe Yield.  
17 The remaining 500 votes shall be allocated proportionally on the  
18 basis of assessments paid to Watermaster during the preceding  
19 year.\* Routine business of the Pool Committee may be conducted on  
20 the basis of one vote per member, but upon demand of any member a  
21 weighted vote shall be taken. Affirmative action of the Committee  
22 shall require a majority of the voting power of members in attend-  
23 ance, provided that it includes concurrence by at least one-third  
24 of its total members.

25 4. Advisory Committee Representatives. Ten (10) members of  
26

27 \_\_\_\_\_  
28 \*Or production assessments paid under Water Code Section 72140  
et seq., as to years prior to the second year of operation under  
the Physical Solution hereunder.

1 the Pool Committee shall be designated to represent this pool on  
2 the Advisory Committee. Each major appropriator, i.e., the owner  
3 of an adjudicated appropriative right in excess of 3,000 acre feet,  
4 shall be entitled to one representative. The remaining members  
5 representing the Appropriative Pool on the Advisory Committee shall  
6 be elected at large by the remaining members of the pool. The  
7 voting power of the Appropriative Pool on the Advisory Committee  
8 shall be apportioned between the major appropriator representatives  
9 in proportion to their respective voting power in the Pool Com-  
10 mittee. The remaining two representatives shall exercise equally  
11 the voting power proportional to the Pool Committee voting power  
12 of all remaining appropriators; provided, however, that if any  
13 representative fails to attend an Advisory Committee meeting, the  
14 voting power of that representative shall be allocated among the  
15 representatives of the Appropriator Pool in attendance in the same  
16 proportion as their own respective voting powers.

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

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

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

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

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

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

12 (b) For production which is exported for use outside  
13 Chino Basin in excess of maximum export in any year through  
14 1976, such increased export production shall be assessed  
15 against the exporting appropriator in an amount sufficient to  
16 purchase replenishment water from CBMWD or WMWD in the amount  
17 of such excess.

18 (c) For production within SBVMWD or PVMWD:

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

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

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

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

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

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

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

12 (c) Hearing. If the said report by Watermaster contains  
13 a recommendation for imposition of a Facilities Equity Assess-  
14 ment, and the Pool Committee so requests, Watermaster shall  
15 notice and hold a hearing not less than 60 days after dis-  
16 tribution of a copy of said report to each member of the pool,  
17 together with a notice of the hearing date. At such hearing,  
18 evidence shall be taken with regard to the necessity and  
19 propriety of the levy of a Facilities Equity Assessment and  
20 full findings and decision shall be issued by Watermaster.

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

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

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

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

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

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

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

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

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

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

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

1 each appropriator; provided that in no event shall the  
2 allocation to any appropriator as a result of such  
3 conversion claim exceed 50% of the average annual amount  
4 of water actually applied to the areas converted by such  
5 appropriator prior to such conversion. Any excess water  
6 by reason of such limitation on any appropriator's right  
7 shall be added to Operating Safe Yield. Notice of such  
8 special allocation shall be given to each appropriator  
9 and shall be treated for purposes of this Physical  
10 Solution as an addition to such appropriator's share of  
11 the Operating Safe Yield for the particular year only.

12 (4) Administrative Costs. Any costs of Water-  
13 master attributable to administration of such special  
14 allocations and conversion claims shall be assessed  
15 against appropriators participating in such reporting.

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

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

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

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

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

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

10 b. the applicable production assessment  
11 were the water produced.

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

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

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

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

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

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

28 14. Rules. The Pool Committee shall adopt rules for

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

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EXHIBIT "I"

ENGINEERING APPENDIX

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3 1. Basin Management Parameters. In the process of imple-  
4 menting the physical solution for Chino Basin, Watermaster shall  
5 consider the following parameters:

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

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

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

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

26 (a) Accumulated Overdraft. During the operation of  
27 this Judgment and Physical Solution, the overdraft accumu-  
28 lated from and after the effective date of the Physical

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

3 (b) Quantitative Limits. In no event shall Operating  
4 Safe Yield in any year be less than the Appropriative Pool's  
5 share of Safe Yield, nor shall it exceed such share of Safe  
6 Yield by more than 10,000 acre feet. The initial Operating  
7 Safe Yield is hereby set at 54,834 acre feet per year.

8 Operating Safe Yield shall not be changed upon less than five  
9 (5) years' notice by Watermaster.

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

14 3. Ground Water Storage Agreements. Any agreements author-  
15 ized by Watermaster for storage of supplemental water in the  
16 available ground water storage capacity of Chino Basin shall  
17 include, but not be limited to:

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

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

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

24 [1] spreading or injection, or

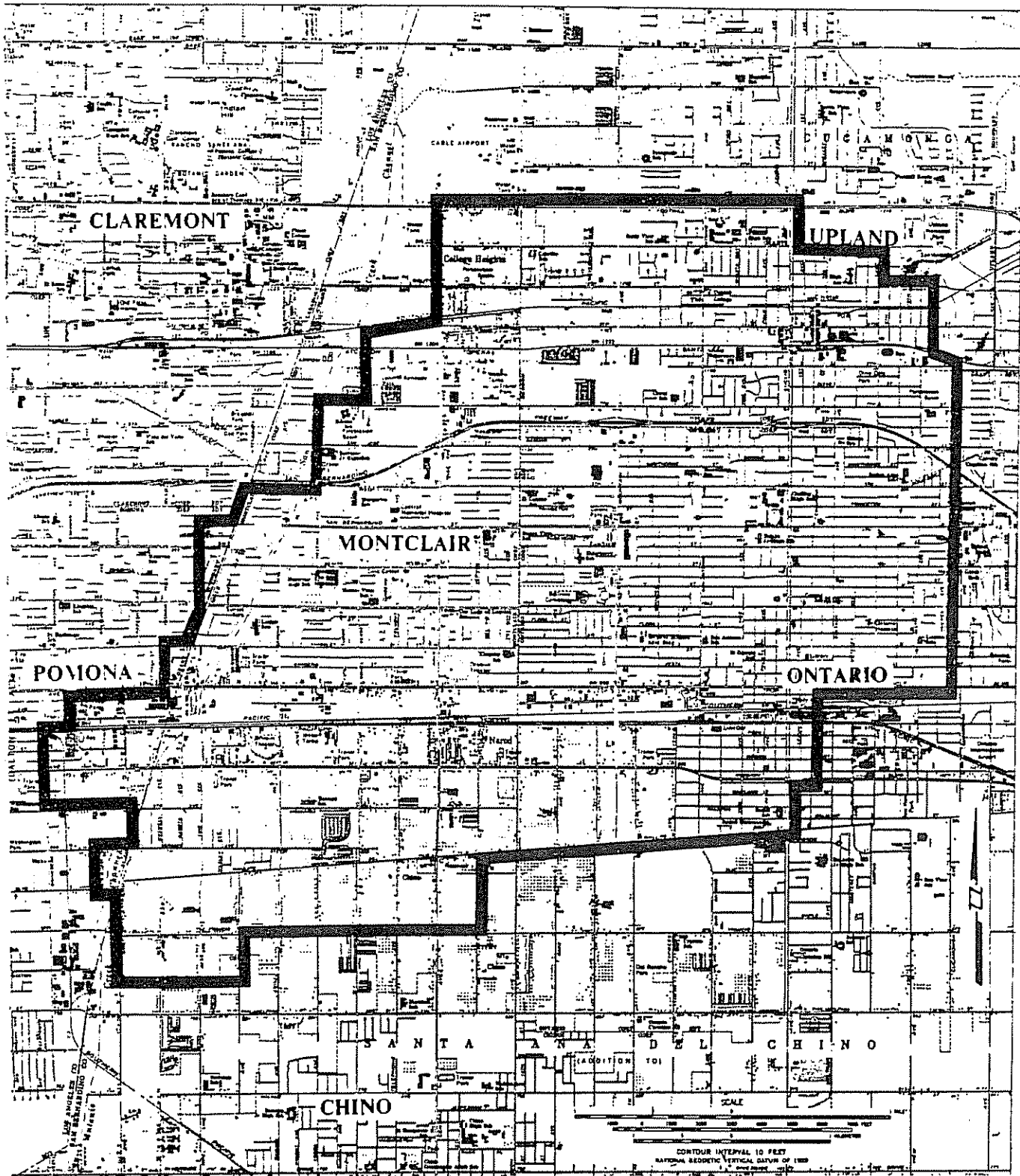
25 [2] in lieu deliveries of supplemental water for  
26 direct use.

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

LAW OFFICES  
DONALD D. STARK  
A PROFESSIONAL CORPORATION  
SUITE 201  
2061 BUSINESS CENTER DRIVE  
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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;

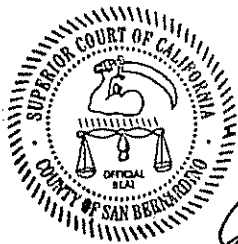
63. Thence Northeasterly to the Southeast corner of the Northwest quarter of the Northwest quarter of Section 20, T1N, R7W; and

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 PERFECT COPY OF  
THE ORIGINAL ON FILE AND OF RECORD IN MY OFFICE.

OCT 29 2002

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

*Terry Wittenborn*  
Deputy

Terry Wittenborn

*92 pages*



# Appendix G Cucamonga Basin Judgement





1 WALKER, WRIGHT, TYLER & WARD  
2 210 West 7th Street, Suite 631  
3 Los Angeles 14, California  
4 Trinity 8936

5 Attorneys for Plaintiff

6  
7  
8 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 IN AND FOR THE COUNTY OF SAN BERNARDINO

10  
11  
12 SAN ANTONIO WATER COMPANY, a corporation,  
13 Plaintiff,

14 -vs-

15 FOOTHILL IRRIGATION COMPANY, a corporation;  
16 SUNSET WATER COMPANY, a corporation; IOAMOSA  
17 WATER COMPANY, a corporation; and OLD SETTLERS  
18 WATER COMPANY, a corporation; ALTA LOMA MUTUAL  
19 NURSERIES, a corporation; BANYAN HEIGHTS WATER  
20 COMPANY, a corporation; CARNELIAN WATER  
21 COMPANY, a corporation; CITRUS WATER COMPANY,  
22 a corporation; CUCAMONGA DEVELOPMENT COMPANY,  
23 a corporation; CUCAMONGA WATER COMPANY, a  
24 corporation; HEDGES WELL COMPANY, a corpor-  
25 ation; HELLMAN WATER COMPANY, a corporation;  
26 HERMOSA WATER COMPANY, a corporation;  
27 JOYA MUTUAL WATER COMPANY, a corporation;  
28 REX MUTUAL WATER COMPANY, a corporation;  
29 SAPPHIRE MUTUAL WATER COMPANY, a corporation;  
30 CHARLES SNYDER; UPLAND WATER COMPANY, a  
31 corporation; HENRY G. BODKIN and BANK OF  
32 AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION,  
as Executors of the last will of Giovanni Vai,  
deceased; WESTERN FRUIT GROWERS, a corporation;  
HUGH P. CRAWFORD; G. N. HAMILTON RANCH, a  
partnership composed of Arthur Bridge, Helen  
Bridge, and Grace W. Burt; JOHN DOE ONE to  
THIRTY inclusive, MARY ROE ONE to THIRTY  
inclusive, JOHN DOE COMPANY ONE to TWENTY  
inclusive,

Defendants.

No. 92645

DECREE

SCOTT & HEILNER  
ATTORNEYS AT LAW  
SAN BERNARDINO, CALIFORNIA

1           WHEREAS, there has been filed in the above entitled  
2 action, a Stipulation for Judgment duly executed by and on the  
3 part of each and all of the following named parties to said action  
4 (who are collectively hereinafter referred to as the "stipulating  
5 parties"), to wit:

6           San Antonio Water Company, a corporation;  
7           Foothill Irrigation Company, a corporation;  
8           Ioamosa Water Company, a corporation;  
9           Old Settlers Water Company, a corporation;  
10          Sunset Water Company, a corporation;  
11          Cucamonga Water Company, a corporation;  
12          Alta Loma Mutual Water Company, a corporation;  
13          Armstrong Nurseries, a corporation;  
14          Banyan Heights Water Company, a corporation;  
15          Carnelian Water Company, a corporation;  
16          Citrus Water Company, a corporation;  
17          Hedges Well Company, a corporation;  
18          Hellman Water Company, a corporation;  
19          Hermosa Water Company, a corporation;  
20          Joya Mutual Water Company, a corporation;  
21          Upland Water Company, a corporation;  
22          Western Fruit Growers, a corporation;  
23          Cucamonga Development Company, a corporation;  
24          Sapphire Mutual Water Company, a corporation;  
25          Charles Snyder;  
26          Hugh P. Crawford;  
27          Bank of America National Trust and Savings Association,  
28 a national banking association, and Henry G. Bodkin,  
29 as executors of the last Will of Giovanni Vai, deceased;  
30 G. N. Hamilton Ranch, a partnership composed of Arthur  
31 Bridge, Helen Bridge, Grace W. Burt;

1 and Rex Mutual Water Company.

2 and,

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

5 NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED  
6 by this Court that:

7 FIRST: As used herein, the terms listed below shall have  
8 the respective meanings next following them, viz:

9 (a) "Cucamonga Basin" or "Basin" shall mean that certain  
10 territory in the County of San Bernardino, State of California,  
11 which is more particularly described upon Exhibit 1, and shall  
12 also include all percolating water and underground water and water  
13 sources underlying said territory;

14 (b) "Imported water" shall mean water derived from a  
15 stream flow in an area outside of any water shed draining into the  
16 Cucamonga Basin. Specifically, water derived from San Antonio  
17 Canyon and/or Creek is "imported water".

18 (c) "Irrigation season" shall mean that portion of each  
19 year when irrigating is required by the users of the water sold by  
20 the Plaintiffs and Defendants hereto. While this period varies  
21 considerably from year to year, the irrigating season generally  
22 commences during any month in which the rainfall does not exceed  
23 two inches, and the season generally terminates after the first  
24 rainfall of two inches or more. The season usually approximates  
25 the period from May 1st to November 1st.

26 "Spreading season" is the balance of each year remaining  
27 after deducting the irrigation season for such year, and is  
28 usually approximately the period from November 1st of one year to  
29 May 1st of the succeeding year.

30 "Spread" with respect to water shall mean to conduct the  
31 same upon and sink the same into the gravels of Cucamonga Basin  
32 during a spreading season.

1 (d) "Aggregate stipulated water" means the total number  
2 of acre feet of water set opposite the names of all stipulating  
3 parties in Exhibit 2.

4 (e) "Pro-rata" means, in each case, in the same propor-  
5 tion as the acre feet listed opposite the name or names of the  
6 party or respective parties in question bear to the aggregate  
7 stipulated water; and the verb "pro-rate" means to divide and  
8 share pro-rata among the stipulating parties.

9 (f) "Allocated water" of any stipulating party or parties  
10 in each case means the number of acre feet of water set out on  
11 Exhibit 2 opposite the name or names of such party or parties.

12 (g) "Ten preceding years" means the period of ten con-  
13 secutive calendar years which immediately precedes or has preceded  
14 the year or event mentioned.

15 (h) "Five-sixths of the water users" shall mean stipu-  
16 lating parties having in the aggregate allocated water which is  
17 not less than five-sixths of the total allocated water of all  
18 stipulating parties.

19 (i) An "inch" of water or a "miner's inch" of water shall  
20 mean a flow of water equal to one-fiftieth (1/50th) of a cubic  
21 foot of water per second of time.

22 (j) Any party hereto the corporate name of which ends  
23 with "Water Company" or "Mutual Water Company" will be hereinafter  
24 referred to without such words. Thus "San Antonio" means herein  
25 "San Antonio Water Company" and similarly with the other parties  
26 using said words "Water Company" or "Mutual Water Company".

27 (k) "Canyon pipeline" shall mean the pipeline (varying in  
28 size between approximately 32 inches in inside diameter and about  
29 18 inches) which extends Southerly from a point on the channel of  
30 Cucamonga Creek at an elevation of approximately 2350 feet above  
31 sea level (herein called "Northerly intake") to the "round weir"  
32 mentioned below.

1 (l) "Round weir" shall mean that certain weir of Ioamosa  
2 marked on the map Exhibit 3 as "Round Weir" and located near the top  
3 of the bluff on the East side of Cucamonga Creek and just Northerly  
4 from the Westerly prolongation of Almond Street, said weir being  
5 the point from which (a) two ten-inch water lines marked on the map  
6 Exhibit 3 as "Ioamosa 10 inch" lead Easterly to Ioamosa's  
7 Carnelian Street Reservoir (at about elevation 2030 feet above sea  
8 level on the East side of Carnelian Street between Hillside Road and  
9 Almond Street); (b) a six-inch water line marked on the map Exhibit 3  
10 as "Hamilton 6 inch" leads Southeasterly to the Hamilton Ranch (which  
11 lies South of Hillside Road, North of Banyan Street, East of Sapphire  
12 Street and West of Carnelian Street), and, (c) an eight-inch water  
13 line marked on the map Exhibit 3 as "Banyan 8 inch" runs Southerly  
14 down Topaz Street to connect with the water system of Banyan Heights.

15 (m) "Reservoir Weir" means the weir of Ioamosa located at  
16 the Carnelian Street Reservoir.

17 (n) "Ioamosa Southerly Intake" shall mean a line extending  
18 West across the channel of Cucamonga Creek from the existing "Canyon  
19 Weir" of Ioamosa marked on the map Exhibit 3 as "Canyon Weir", which  
20 weir is located in Cucamonga Canyon, is part of the Canyon pipeline,  
21 and is situated about midway (or somewhat Northerly thereof) between  
22 the round weir and the Northerly intake mentioned above.

23 (o) "Schulhof pipe-line" means that certain three-inch water  
24 pipe-line marked on the map Exhibit 3 as "Schulhof 3 inch" which  
25 connects with the Canyon pipe-line Northerly of the round weir, and  
26 which is mentioned in paragraph Second(h) of that certain decree  
27 dated April 12, 1937, in action No. 29,799 (Schulhof v. Cucamonga  
28 Development Company) in the above entitled Superior Court.

29 (p) The water to which Ioamosa is entitled as provided in  
30 paragraph "Third" hereof is herein called "Ioamosa gravity water",  
31 or "gravity water".

32 (q) "An overflow year" shall mean any calendar year for which

1 the water level determined as hereinafter provided in the index  
2 well is at an elevation of 1345 feet or higher above sea level.

3 For the purposes of determination of elevation above sea  
4 level the United States Geological Survey bench mark on Baseline  
5 (also known as 16th Street) as it exists on the date this decree is  
6 entered, on or near the north boundary of Section 4, Township 1  
7 South, Range 7 west, and approximately four-fifths of a mile west of  
8 Vineyard Avenue, shall be deemed to be at an elevation above sea  
9 level of 1454 feet. The elevation of the water level in such index  
10 well shall be determined by measuring the elevation of such water  
11 in such well on October 1st of each year (Provided that if any such  
12 day falls on a Sunday or a holiday, measurements shall be made on  
13 the next business day). The index well shall be the well known  
14 as Shaft No. 9-A of the San Antonio Water Company located approx-  
15 imately 154 feet Southerly of the Northwest corner of Lot 14 of  
16 Red Hill subdivision and shown on the map Exhibit 5. Wells No. 11  
17 of Cucamonga Water Company and 20 and 22 of the San Antonio Water  
18 Company shall not be pumped within three days before such date of  
19 measurements, and the tunnel bulkhead adjacent to Red Hills Country  
20 Club will be kept closed for a like period before such date. If  
21 for any reason Shaft 9-A shall not be available for measurement,  
22 then the index well shall be Wells No. 11 of Cucamonga Water Company  
23 or 20 or 22 of the San Antonio Water Company, in the order herein  
24 listed. If for any reason none of said wells shall be available  
25 for such measurement, the identity and location of the index well  
26 may be determined by a written stipulation executed by five-sixths  
27 of the water users and filed in said action, or in default of  
28 said stipulation by order of the said court.

29 Annexed to this Decree and hereby incorporated herein are the  
30 following Exhibits:

31 Exhibit 1: A description of the territory under which  
32 lies the "Cucamonga Basin";

1           Exhibit 2: A list of the "allocated water" of each party  
2           (Other than the stream flow mentioned in paragraph "Third");  
3           Exhibit 3: A map of "Cucamonga Pipe Lines";  
4           Exhibit 4: A map of "Cucamonga Spreading Works";  
5           Exhibit 5: A map of "Well and Shaft Locations";  
6 and said exhibits are herein respectively referred to as "Exhibit 1",  
7 "Exhibit 2", "Exhibit 3", "Exhibit 4" and "Exhibit 5".

8           SECOND: This paragraph deals with the right and quantity of  
9 water San Antonio may annually hereafter extract from the Cucamonga  
10 Basin as reduced by its failure to previously annually spread therein  
11 the minimum amount of water hereinafter set forth, or as increased by  
12 its previously annually spreading more imported water therein than  
13 said minimum, excepting, however, in both such situations the spread-  
14 ing of imported water during years in which such spread causes  
15 the Basin to overflow resulting in such year constituting an overflow  
16 year, as defined in Paragraph First, subdivision (q) thereof.

17           For the purpose of the computation in this Paragraph Second,  
18 it shall be assumed that San Antonio has spread in each of the ten  
19 years previous to 1957, 2,000 acre feet of imported water.

20           With respect to each calendar year after entry of this decree  
21 each preceding ten year period shall be divided into "included" and  
22 "Excluded" years. "Excluded years" are those calendar years which  
23 are defined as overflow years in Paragraph First, subdivision (q)  
24 thereof. All other calendar years are "included years".

25           If in the ten preceding years San Antonio shall have spread  
26 less than 2,000 acre feet of imported water in any of the included  
27 years, as modified by the assumption above set forth, the difference  
28 between (a) The amount of imported water which shall have been so  
29 spread in such included years, and (b) The quantity of 2,000 acre  
30 feet multiplied by the number of included years, shall be known  
31 as the "ten year deficit".

32           Any right of San Antonio to extract water from the Cucamonga

1 Basin in any calendar year after the entry of this decree shall be  
2 reduced by the number of acre feet of water equal to the ten year  
3 deficit divided by the number of included years, if any such deficit  
4 shall have occurred, so that such right to extract water for such  
5 year shall not exceed 6,500 acre feet less the ten year deficit  
6 divided by the number of included years.

7 Correspondingly, with respect to each calendar year after  
8 the entry of this decree, if in the ten preceding years San Antonio  
9 shall have spread more than 2,000 acre feet of imported water in any  
10 of the included years, as modified by the assumption above set forth,  
11 the difference between (a) The amount of imported water which shall  
12 have been so spread in such included years; and (b) The quantity of  
13 2,000 acre feet multiplied by the number of included years, shall be  
14 known as the "ten year surplus".

15 The right of San Antonio to extract water from the Cucamonga  
16 Basin in any calendar year after the entry of this decree, shall be  
17 increased by a number of acre feet of water equal to 95 percent of  
18 the ten year surplus divided by the number of included years, if any  
19 such surplus shall have occurred, so that there shall be added for  
20 such year to San Antonio's right to extract 6,500 acre feet of water  
21 a number of acre feet of water equal to 95 percent of the ten year  
22 surplus divided by the number of included years. Provided, however,  
23 that in no case shall such increased extraction exceed 2,000 acre  
24 feet of water for any one calendar year.

25 So long as the water level in the index well referred to in  
26 paragraph First, subdivision (q) herein is at an elevation below  
27 1345 feet above sea level, and in the event San Antonio has available  
28 in any one calendar year after the year 1956 more than 2,000 acre feet  
29 of imported water, and desires to sell the same, it shall, before selling  
30 such imported water to others not parties to this Decree, annually  
31 offer to sell such imported water to the other stipulating parties  
32 hereto for spreading in the Cucamonga Basin and at a price to be fixed

1 between the parties by negotiation, but in any event to be not  
2 greater than the price San Antonio can obtain from others not  
3 parties of this Decree.

4 In the event San Antonio and the other stipulating parties  
5 hereto do not agree by October 1st to the terms for the purchase  
6 of said imported water to be sold and spread during the next  
7 succeeding spreading season, then San Antonio is thereafter free  
8 to sell such imported water to other persons not parties hereto,  
9 or at its option, it may spread such imported water in the Cucamonga  
10 Basin and by so spreading will receive the credit for water  
11 spread as provided in this paragraph Second. If the stipulating  
12 parties and San Antonio agree to the purchase from San Antonio  
13 of any imported water, and such stipulating parties, other than  
14 San Antonio, purchase said water and the same is spread in the  
15 Cucamonga Basin, then during such year no credit shall be  
16 given to San Antonio toward estimating its ten year surplus  
17 or deficit for the amount of water so purchased and spread.

18 THIRD: Ioamosa and Hamilton Ranch, a partnership composed  
19 of Arthur Bridge, Helen Bridge and Grace W. Burt, are the owners  
20 of the paramount right to take and divert throughout each year  
21 at or Northerly from the Ioamosa Southerly intake all surface  
22 and subsurface flow of Cucamonga Creek, not exceeding however  
23 two hundred fifty (250) miner's inches of water, (measured at  
24 the round weir and the intake to the Schulhof pipeline), including  
25 any water which shall be supplied to the Schulhof pipeline under  
26 the terms of said decree in action No. 29,799 or otherwise. The  
27 right to said flow of Cucamonga Creek up to 250 miner's inches  
28 per year is subject to an obligation of Hamilton Ranch and Ioamosa  
29 to deliver water into the Schulhof pipeline, and the balance of  
30 said water is owned by Hamilton Ranch and Ioamosa in the following  
31 proportions:

32 (a) Hamilton Ranch 128/1200ths thereof;

1 (b) Ioamosa 1072/1200ths thereof, subject to the right  
2 of Sapphire to the extent of one (1) inch from the weir box on  
3 Ioamosa's pipeline located approximately 1200 feet East of the  
4 "round weir".

5 The rights of Ioamosa to the Ioamosa gravity water are  
6 subject to the provisions hereof. Ioamosa may transport such  
7 gravity water to any location or locations whether within or without  
8 the basin, and use or deliver such water at any such location or  
9 location, provided, however, if any of the Ioamosa gravity water is  
10 used or conducted outside the Basin in any year, then the quantity of  
11 water which Ioamosa shall be entitled to develop or extract from the  
12 Basin by Paragraph Fourth and Exhibit 2 herein during the next  
13 succeeding year shall be reduced by an amount equal to the quantity  
14 of Ioamosa gravity water so used or conducted outside the Basin  
15 during such year.

16 The stipulating parties hereto shall within sixty (60) days  
17 after the date of this judgment, at their proportionate expense, con-  
18 struct in a manner which shall have been approved by San Antonio  
19 Water Company or by the above entitled Court a dividing weir located  
20 where Ioamosa now maintains the "round weir". Such dividing weir  
21 shall be so constructed that it will automatically limit to 249  
22 inches the amount of water that will flow into the above mentioned  
23 four outgoing lines that are now connected with the round weir and  
24 are referred to in paragraph First (1) herein.

25 Within sixty (60) days after the date of this judgment  
26 the stipulating parties hereto shall also construct in a manner  
27 which shall have been approved by San Antonio Water Company or  
28 by the above entitled Court a dividing weir at the said  
29 Carnelian Street reservoir. The dividing weir at this point shall  
30 be so constructed as to permit Ioamosa to divert fifty inches of  
31 such Ioamosa gravity water to domestic use.  
32

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1 During each spreading season, the remaining amount of Ioamosa  
2 gravity water over and above fifty (50) inches, shall be either:  
3 (a) Used for irrigation purposes over Cucamonga Basin; or,  
4 (b) Spread over Cucamonga Basin in the spreading grounds  
5 of Ioamosa or Banyan Heights Water Company; or  
6 (c) Returned by Ioamosa to the channel of Cucamonga Creek.

7 During each spreading season all of the flow of Cucamonga  
8 Creek in excess of such 250 inches after passing through the debris  
9 basins numbered C1 to C12 inclusive on Exhibit 4 shall be spread in  
10 spreading grounds which now exist, or are now under construction, or  
11 which are proposed, as shown on Exhibit 4, including the channel or  
12 wash of Cucamonga Creek, and which overlie the Cucamonga Basin and  
13 are North of Baseline Road. Whenever such spreading grounds are all  
14 overflowing, or would overflow, the waters which do or would so over-  
15 flow may be spread in the "15th St. Spreading Grounds" as shown on  
16 said map, and when the "15th St. Spreading Grounds" also do or would  
17 overflow, the waters which do or would so overflow the "15th St.  
18 Spreading Grounds" may be spread in what is known as the "8th Street  
19 Spreading Grounds", all as shown on Exhibit 4, even though all or part  
20 of such spreading grounds do not overlie the Cucamonga Basin.

21 Such spreading shall be done at one or more locations in said  
22 spreading grounds which shall be approved by San Antonio.

23 Such flow of Cucamonga Creek may be spread at other locations  
24 than above provided, and outside the area above described upon the  
25 written consent of 5/6th of the water users, as defined in paragraph  
26 First subdivision (k) of this Decree.

27 If any costs are incurred in such spreading by any party  
28 hereto, for which such party would not otherwise be reimbursed, such  
29 costs shall be pro-rated between the parties hereto.

30 FOURTH: The rights of all stipulating parties to take water  
31 from Cucamonga Basin, subject to the adjustments set forth in this  
32 decree and to the provisions of paragraphs Second and Third above,

1 are hereby fixed at the quantities set forth in Exhibit 2. Such  
2 rights are correlative, and except as to quantity or as herein  
3 otherwise stated are equal. No stipulating party shall have any  
4 right to export water from the Cucamonga Basin or use water extracted  
5 from the Cucamonga Basin at any place other than over the Cucamonga  
6 Basin except as provided in paragraph Third and as follows:

7 (a) The following stipulating parties, or any of them,  
8 may use water which they are entitled to extract from Cucamonga  
9 Basin in any location whatsoever, namely, San Antonio, Cucamonga,  
10 Upland, Old Settlers, and Sunset.

11 (b) Hermosa, Foothill Irrigation Company and Alta Loma  
12 are entitled to export water from Cucamonga Basin only to the  
13 extent hereinafter set forth, and none of said parties shall ever  
14 export from the Basin more water than said "Export quantity" herein  
15 listed for it, to wit:

16	<u>Party</u>	<u>Export Quantity</u>
17	HERMOSA	343 Acre Feet
18	FOOTHILL IRRIGATION COMPANY	483 Acre Feet
19	ALTA LOMA	51 Acre Feet

20 and if in any year water used outside the basin which has been ex-  
21 tracted or developed from the basin by any of said parties exceeds  
22 the "Export Quantity" above listed for such party, the quantity of  
23 water which such party shall be entitled to develop or extract from  
24 the basin in the ensuing year shall be reduced by an amount equal  
25 to such excess.

26 FIFTH: Within sixty (60) days after the date of this  
27 judgment, San Antonio shall, in the event it has not already done  
28 so, install, at the following locations, suitable recording and  
29 measuring devices, by means of which all spread water passing  
30 through such devices may be accurately measured and the quantity  
31 of such water recorded. Said locations are as follows:

32 (1) On 23rd Street at the Northeast corner of Ontario

1 Colony Lot No. 170

2 (2) On 20th Street at the Northwest corner of Ontario  
3 Colony Lot No. 282; and

4 (3) On the West line of Ontario Colony Lot No. 301,  
5 400 feet North of 19th Street.

6 Such measuring and recording devices shall be of such design and  
7 construction as may be agreed upon by and between San Antonio and  
8 Cucamonga, or, if they fail to agree, as may be designated by the  
9 Chief Engineer of the San Bernardino County Flood Control District,  
10 or by the above entitled Court.

11 All imported water which is to be spread upon Cucamonga Basin,  
12 whether spread by San Antonio to earn its entitlement under paragraph  
13 Second hereof, or is spread after the purchase thereof by the parties  
14 hereto other than San Antonio, shall be conducted through said record-  
15 ing and measuring devices by San Antonio, unless otherwise agreed in  
16 writing by the stipulating parties, including San Antonio, having  
17 allocated water equal to at least five-sixths (5/6ths) of the aggre-  
18 gate stipulated water, and no water not so conducted through such  
19 devices and measured shall be counted as water spread under the terms  
20 of such paragraph Second, unless so agreed in writing by such parties.

21 Said devices shall be designed and operated so that they  
22 continuously record the amount of water passing therethrough between  
23 the start and finish of each spreading season. In case of failure  
24 of measuring devices, average of the preceding and succeeding  
25 measurements shall be used. Such records shall be open to the inspect  
26 ion of all other stipulating parties on reasonable notice.

27 Each stipulating party shall have the right to inspect such  
28 recording and measuring devices at any time, and, in the event that  
29 the same shall ever be locked, each of the stipulating parties shall  
30 be furnished by San Antonio with a key thereto so as to permit in-  
31 spection thereof. Further, San Antonio shall grant to the other  
32 stipulating parties hereto, insofar as it can do so without being

1 required to obtain the same from others, a non-exclusive right of  
2 ingress and egress from the nearest public street to said recording  
3 measuring devices. The stipulating parties hereto shall pro-rate the  
4 expense of the original installation of said recording measuring  
5 devices, and San Antonio shall thereafter operate and maintain and  
6 bear the expense of operating and maintaining such devices.

7 SIXTH: As between the stipulating parties only, no extraction  
8 of water from Cucamonga Basin by any party in excess of the amount  
9 herein provided to be taken by such party, shall be deemed adverse to  
10 any other stipulating party, and each stipulating party hereby waives  
11 as against each other stipulating party the right to plead any statute  
12 of limitations or laches with respect to any extraction of water by  
13 such party in excess of such amount.

14 SEVENTH: Except as provided in paragraph Second, if any stip-  
15 ulating party in any year shall fail to take or receive from the basin  
16 or transport beyond the confines of the basin, the full quantity of  
17 water which such party is entitled hereunder to take or receive or  
18 transport beyond said confines, as the case may be, such failure shall  
19 not entitle such party to take or receive or so transport from the  
20 basin in any succeeding year any greater quantity of water than if in  
21 each prior year such party had taken, received and so transported  
22 from the basin all water which such party was entitled hereunder to so  
23 take, receive and transport, and, subject to the provisions of Para-  
24 graph Fifteen, such failure shall not affect the rights of other  
25 parties to the decree to take the stipulated amounts of water they are  
26 entitled to receive by Exhibit 2 herein.

27 Likewise, except as provided in said paragraph Second, as  
28 between the stipulating parties, no right adjudged hereunder of any  
29 party to thereafter take water from the Basin or to thereafter trans-  
30 port such water beyond the confines of the Basin shall be lost,  
31 impaired or diminished by any failure to take or so transport from the  
32 Basin all or any of the water to which such party is entitled hereunder:  
33 unless and only to the extent that for a period of at least fifteen

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SAN FRANCISCO, CALIFORNIA

1 consecutive years such right shall not be exercised.

2 EIGHTH: Each stipulating party shall always maintain records  
3 of all extractions of water from the Basin by such party such that it  
4 can be determined therefrom for each year what quantity of water was  
5 taken from each well, or combination of wells, or other water source  
6 within the Basin from which such party received water.

7 Upon written demand of any other stipulating party, the party  
8 keeping such records shall, within 30 days after receipt of such  
9 demand, supply to the party making such demand or to the person  
10 designated by such party in such demand a written statement of the  
11 amount of water (in acre feet) so taken from each such well or combin-  
12 ation of wells, or other source, for each year after 1957, with  
13 respect to which no such statement has previously been supplied.

14 Within six months hereafter as to existing wells, or upon  
15 commencement of operation as to wells first hereafter operated, each  
16 such well or combination of wells shall be so equipped with measuring  
17 devices at the expense of stipulating party who operates the same, as  
18 to show the quantity of water used or extracted.

19 Likewise, if any stipulating party hereafter transports water  
20 beyond the confines of the Basin, such transporting party shall there-  
21 after maintain such measuring box, meter, weir, or other measuring  
22 device as will show readily and accurately the quantity of water at  
23 the time being transported beyond the confines of the Basin. Measure-  
24 ments of the quantity of water being taken at each of said points  
25 shall be made by such transporting party at least daily by weir or  
26 weekly by meter throughout the entire period water is being taken at  
27 such point. A record of such measurements and hours of operation  
28 shall always be made and maintained by such party. In case of failure  
29 of measuring device, average of the preceding and succeeding measure-  
30 ments shall be used.

31 Each stipulating party and any agent of any such party shall  
32 at all reasonable hours be entitled to inspect all such meters, boxes,

1 wairs and other measuring devices, and to inspect, check, and copy  
2 any record of extractions and measurements and of all data and com-  
3 putations pertaining to the same in the possession or under the  
4 control of any other stipulating party or parties.

5 NINTH: Every provision of this Judgment in favor of or  
6 applying to any party hereto shall also apply to and inure to the  
7 benefit of, and also bind each and all of the heirs, legal represent-  
8 atives, successors and assigns of such party.

9 TENTH: The maximum quantity of water which any stipulating  
10 party shall be entitled to take from the Basin or transport beyond  
11 its confines shall not be increased or affected by the future  
12 acquisition by such party of additional lands, unless there shall be  
13 appurtenant to such lands rights to take water, which rights are  
14 in this action adjudged to exist.

15 Nothing in this judgment contained shall prevent any stipula-  
16 ating party from selling or otherwise disposing, or from purchasing  
17 or otherwise acquiring, any rights to water or to transport the same  
18 which may be adjudged to belong to any party to this action; but any  
19 such rights so acquired or so disposed shall remain subject to any  
20 limitations or restrictions herein expressed. Any transfer of the  
21 rights of any party herein shall be in writing, and notice thereof  
22 shall be given to San Antonio Water Company and Cucamonga Basin  
23 Protective Association, a corporation, whose address is Cucamonga,  
24 California, before the transferee may exercise such transferred rights.

25 ELEVENTH: The stipulating parties shall pro-rate the expense  
26 incurred after the date of this Judgment in prosecuting this action  
27 to Judgment against any other parties to this action.

28 The stipulating parties will unite in opposing any new,  
29 wrongful or unlawful taking of water from the Basin hereafter made  
30 by any person or corporation other than a stipulating party or  
31 parties, and will prorate the expense of making such opposition,  
32 including any litigation or engineering expense, provided that:

1 (a) The term "new taking" shall not include any water devel-  
2 opment in the Basin hereafter made for the sole purpose of maintain-  
3 ing but not increasing any quantity of water now being taken from  
4 the Basin by the person who may hereafter make such development.

5 (b) If any stipulating party does not join in prosecuting  
6 any future suit to prevent, enjoin or limit any such new, wrongful  
7 or unlawful taking, such stipulating party not so joining shall bear  
8 pro-rata the expense of such suit (including attorney's fees and  
9 engineering expense) only if final judgment is rendered in such  
10 suit preventing, enjoining or limiting such taking.

11 TWELFTH: Each stipulating party, and the agents and employees  
12 of each such party, is and are hereby perpetually enjoined and re-  
13 strained from doing any act or thing in violation of any provision  
14 of this judgment, other than paragraph Eleventh hereof.

15 THIRTEENTH: No stipulating party shall be entitled to  
16 recover court costs from any other stipulating party.

17 FOURTEENTH: The above entitled action shall continue and may  
18 be prosecuted and tried against all defendants therein, other than  
19 the stipulating parties; and the stipulating parties shall share  
20 the expense of such prosecution pro-rata. The Court will retain  
21 jurisdiction to enter modifications of this decree pursuant to  
22 stipulations provided for hereunder.

23 FIFTEENTH: In the event that through inadequacy of the  
24 supply of water in the Cucamonga Basin, or by reason of adjudication  
25 in any subsequent action, the stipulating parties in the aggregate  
26 shall be unable to pump and extract from the Cucamonga Basin a  
27 quantity of water so great as the aggregate stipulated water as is  
28 set forth in Exhibit 2, the stipulating parties shall pro-rate the  
29 aggregate quantity of water available in the Basin as long as such  
30 inability shall continue.

31 In the event between October 1st of any year and June 15th  
32 of the succeeding calendar year, five-sixths of the water users

1 shall agree in writing by a stipulation filed in said action that  
2 the supply of water in the Basin is inadequate to safely permit the  
3 stipulating parties to pump in such ensuing year the aggregate  
4 stipulated water and that the amount of water to be pumped by each  
5 stipulating party shall for such succeeding calendar year be limited  
6 to a specified percentage (uniform for all) of the allocated water,  
7 then for such succeeding calendar year, each stipulating party is  
8 hereby enjoined and restrained from pumping or extracting from the  
9 Basin more than such percentage of allocated water of such party  
10 (subject to the provisions of paragraphs Second and Third hereof).

11 SIXTEENTH: The listing upon Exhibit 2 of any number of  
12 acre feet for any party to this action other than a stipulating  
13 party, shall not be deemed an admission by any stipulating party  
14 that a non-stipulating party is entitled to any water whatsoever  
15 from Cucamonga Basin, nor as to the quantity which such non-  
16 stipulating party may take from said Basin, if any, but each such  
17 figure for any non-stipulating party is listed as a matter of con-  
18 venience and as a possible basis of compromise only.

19 SEVENTEENTH: This judgment supersedes and controls all  
20 previous agreements and decrees between the stipulating parties, or  
21 any of them but only insofar as they are inconsistent herewith.

22 Done in open Court this 25 day of April, 1958.

23  
24  
25 CARL B. HILLIARD

26 \_\_\_\_\_  
27 Judge  
28  
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31  
32



EDWIN S. HELLYER  
ATTORNEY AT LAW  
SAN FRANCISCO, CALIFORNIA

EXHIBIT 2

STIPULATED WATER

NAME ACRE FEET PER YEAR

5	San Antonio Water Company	6500	6500
6	Alta Loma Mutual Water Company	571	600
7	Armstrong Nurseries		200
8	Banyan Heights Water Company		625
9	Carnelian Water Company		600
10	Citrus Water Company		450
11	Cucamonga Water Company	6500	6500
12	Cucamonga Development Company (included under Ioamosa)		None
13	Foothill Irrigation Company	483	1600
14	Hedges Well Company		732
15	Hellman Water Company (included under Ioamosa)		None
16	Hermosa Water Company	343	600
17	Ioamosa Water Company		920
18	Joya Mutual Water Company		390
19	Old Settlers Water Company	400	400
20	Rex Mutual Water Company		600
21	Charles Snyder		114
22	Sunset Water Company	400	400
23	Upland Water Company	750	750
24	Heirs and Devisees of Giovanni Vai, deceased		500
25	Hugh P. Crawford		120
26	Western Fruit Growers		120
27	Sapphire Mutual Water Company		None
28	G. N. Hamilton Ranch, a partnership		None
29	AGGREGATE STIPULATED WATER		22,721

EXHIBIT 2

114  
15,351

1 WALKER, WRIGHT, TYLER & WARD  
2 210 W. 7th Street, Suite 631  
3 Los Angeles, 14, California,  
4 Trinity 8936

5 Attorneys for Plaintiff

6  
7  
8 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 IN AND FOR THE COUNTY OF SAN BERNARDINO

10  
11 SAN ANTONIO WATER COMPANY, a corporation,  
12 Plaintiff,

13 vs.

14 Foothill Irrigation Company, a corporation;  
15 Sunset Water Company, a corporation; IOAMOSA  
16 Water Company, a corporation; and Old Settlers  
17 Water Company, a corporation; Alta Loma Mutual  
18 Water Company, a corporation; Armstrong  
19 Nurseries, a corporation; Banyan Heights Water  
20 Company, a corporation; Carnelian Water  
21 Company, a corporation; Citrus Water Company,  
22 a corporation; Cucamonga Development Company,  
23 a corporation; Cucamonga Water Company, a  
24 corporation; Hedges Well Company, a corpora-  
25 tion; Hellman Water Company, a corporation;  
26 Hermosa Water Company, a corporation;  
27 Joya Mutual Water Company, a corporation;  
28 Rex Mutual Water Company, a corporation;  
29 Sapphire Mutual Water Company, a corporation;  
30 Charles Snyder; Upland Water Company, a  
31 corporation; Henry G. Boddin and Bank of  
32 America National Trust and Savings Association,  
as Executors of the last will of Giovanni Vai,  
deceased; Western Fruit Growers, a corporation;  
Hugh P. Crawford; G. N. Hamilton Ranch, a partner-  
ship composed of Arthur Bridge, Helen Bridge, and  
Grace W. Burt; John Doe One to Thirty, inclusive,  
Mary Roe One to Thirty inclusive, John Doe  
Company One to Twenty inclusive,

Defendants.

No.

STIPULATION

REGARDING

TRIAL AND

JUDGMENT

30 IT IS HEREBY STIPULATED AND AGREED by and between plaintiff  
31 San Antonio Water Company and the undersigned defendants (said  
32 plaintiff and defendants being herein called "Stipulating parties")

SURE & HELLYER  
ATTORNEYS AT LAW  
SAN BERNARDINO, CALIFORNIA

1 that:

2 FIRST: Each of the undersigned defendants hereby appears in  
3 the above entitled action. The allegations of the complaint on  
4 file in said action shall be deemed denied by the undersigned  
5 defendants, and they shall be and are deemed to have alleged in  
6 said action that they own such rights to the waters of Cucamonga  
7 Creek and of Cucamonga Basin (mentioned in said judgment) as may  
8 be supported by any evidence which may be introduced at the trial  
9 of said action.

10 SECOND: At any time after the filing of this stipulation  
11 said action may be tried as between the stipulating parties. Said  
12 trial may be held without notice if the undersigned counsel for the  
13 stipulating parties are present or represented at said trial, and  
14 in such case notice of said trial is hereby waived.

15 THIRD: The stipulating parties consent that a Decree in the  
16 form which precedes and is attached to this stipulation may be  
17 rendered and entered by the Court in said action, in the event  
18 the Court finds such judgment proper under the evidence which shall  
19 have been introduced.

20 FOURTH: The stipulating parties hereby waive the signing  
21 or filing of any Findings of Fact in said action in the event a  
22 decree in said form is to be rendered.

23 Dated: <sup>April</sup> ~~November~~ 25<sup>th</sup>, 1957.

24  
25 *Egan*  
26

SAN ANTONIO WATER COMPANY

BY F. C. Buffington President  
AND C. Adams Secretary

WALKER, WRIGHT, TYLER AND WARD

BY Thomas S. Heston  
Attorneys for Plaintiff

FOOTHILL IRRIGATION COMPANY

BY Therman Heston V. President  
AND Frank H. Van Fleet Secretary

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IOAMOSA WATER COMPANY

BY J. F. Anderson President  
AND Frank N. Van Fleet Secretary

OLD SETTLERS WATER COMPANY

BY Harold B. Blatz President  
AND Frank N. Van Fleet Secretary

SUNSET WATER COMPANY

BY Norman Blinn President  
AND Emma Mae Phelan Secretary

CUCAMONGA WATER COMPANY

BY Leon Lucas President  
AND Clifton Chappell Secretary

ALTA LOMA MUTUAL WATER COMPANY

BY E. J. Minor President  
AND Louise L. Merchant Secretary

ARMSTRONG NURSERIES, ETC.

BY Clayton Armstrong President  
AND Tom R. Secretary

BANYAN HEIGHTS WATER COMPANY

BY Robert L. Hall President  
AND Robert L. Hall Secretary

CARNELIAN WATER COMPANY

BY John C. Belcher President  
AND Robert L. Hall Secretary

CITRUS WATER COMPANY

BY Robert A. Hill President  
AND W. H. Hagan Secretary

JOHN B. HELLNER  
ATTORNEY AT LAW  
SAN FRANCISCO, CALIFORNIA

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HEDGES WELL COMPANY,

BY Donald E. Beane President  
AND Mrs. H. J. Beane Secretary

HELLMAN WATER COMPANY

BY J. F. Grass President  
AND Frank N. Van Fleet Secretary

HERMOSA WATER COMPANY

BY Wm. H. H. H. H. President  
AND Frank N. Van Fleet Secretary

JOYA MUTUAL WATER COMPANY

BY Glenn B. B. President  
AND Harold H. H. Secretary

UPLAND WATER COMPANY

BY Wm. H. H. President  
AND J. F. E. Secretary

WESTERN FRUIT GROWERS

BY W. H. H. President  
AND M. H. H. Secretary

CUCAMONGA DEVELOPMENT COMPANY

BY Robert H. H. President  
AND Frank N. Van Fleet Secretary

SAPPHIRE MUTUAL WATER COMPANY

BY H. L. H. President  
AND Frank N. Van Fleet Secretary

Charles Snyder  
(Charles Snyder)

Hugh P. Crawford  
(Hugh P. Crawford)

SURR & HELLYER  
ATTORNEYS AT LAW  
SAN BERNARDINO, CALIFORNIA

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HENRY G. BODKIN and  
BANK OF AMERICA NATIONAL TRUST AND  
SAVINGS ASSOCIATION,  
As Executors of the Last Will of  
Giovanni Vai, deceased;

BY [Signature]

X AND [Signature]  
ATTORNEY AT TRUST OFFICES  
(Henry G. Bodkin)

G. N. HAMILTON RANCH, a partnership,

BY [Signature]  
(Arthur Bridge)

BY [Signature]  
(Helen Bridge)

BY [Signature]  
(Grace W. Burt)

Partners

REX MUTUAL WATER COMPANY

BY [Signature] President

X AND [Signature] Secretary

SURR & HELLYER

BY [Signature]

Attorneys for Ioamosa, Cucamonga,  
Banyan Heights, Joya Mutual, Rex Mutual,  
and Sapphire Water Companies, and for  
Hedges Well Company and Cucamonga  
Development Company.



# Appendix H Six Basins Judgement





1 SCOTT S. SLATER, ESQ. (State Bar No. 117317)  
2 ROBERT J. SAPERSTEIN, ESQ. (State Bar No. 166051)  
3 HATCH AND PARENT, PC  
4 21 East Carrillo Street  
5 Santa Barbara, CA 93101  
6 Telephone: (805) 963-7000

7 Attorneys for Plaintiff,  
8 Special Counsel for Southern California Water Company

**ALL**  
ANGELES SUPERIOR

DEC 18 1998

JOHN A. CLARKE, CLERK  
*John A. Clarke*

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
10 FOR THE COUNTY OF LOS ANGELES

11 SOUTHERN CALIFORNIA WATER COMPANY )

12 Plaintiff, )

13 vs. )

14 CITY OF LA VERNE, CITY OF CLAREMONT, )  
15 CITY OF POMONA, CITY OF UPLAND, )  
16 POMONA COLLEGE, POMONA VALLEY )  
17 PROTECTIVE ASSOCIATION, SAN ANTONIO )  
18 WATER COMPANY, SIMPSON PAPER )  
19 COMPANY, THREE VALLEYS MUNICIPAL )  
20 WATER DISTRICT, WEST END )  
21 CONSOLIDATED WATER COMPANY, and )  
22 DOES 1 through 1,000, Inclusive, )

23 Respondents and Defendants. )

CASE NO. KC029152

Assigned for All  
Purposes to Judge  
William O. McVittie

Department 0

(Complaint Filed, September 28,  
1998)

JUDGMENT

24  
25 THE DOCUMENT TO WHICH THIS CERTIFICATE IS  
26 ATTACHED IS A FULL, TRUE, AND CORRECT COPY  
27 OF THE ORIGINAL ON FILE AND OF RECORD IN  
28 MY OFFICE.

DEC 18 1998

ATTEST \_\_\_\_\_

JOHN A. CLARKE

Executive Officer/Clerk of the  
Superior Court of California, County of  
Los Angeles

By \_\_\_\_\_, Deputy

C. MORALES

144876.1:6774.54

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1 PRELIMINARY FINDINGS

2 **A. Complaint.**

3 The Southern California Water Company ("SCWC"), (or "Plaintiff"), and the City of La Verne  
4 ("La Verne"), City of Claremont ("Claremont"), City of Pomona ("Pomona"), City of Upland  
5 ("Upland"), Pomona College ("Pomona College"), Pomona Valley Protective Association ("PVPA"),  
6 San Antonio Water Company ("San Antonio"), Simpson Paper Company ("Simpson"), Three Valleys  
7 Municipal Water District ("TVMWD"), West End Consolidated Water Company ("West End"),  
8 collectively (Defendants) either:

- 9 i. account for essentially all of the current production of groundwater from or the  
10 replenishment to the Canyon Basin, the Upper Claremont Heights Basin, the  
11 Lower Claremont Heights Basin, the Pomona Basin, the Live Oak Basin and  
12 the Ganesha Basin ("Six Basins Area"), located in Los Angeles and San  
13 Bernardino Counties, and described in Exhibits "A," and "B" attached hereto,  
14 and further defined in Judgment Section I(A) below; or
- 15 ii. are public agencies with an interest in the efficient and responsible  
16 management of groundwater resources within the Six Basins.

17 On or about September 28, 1998 the Plaintiff filed a complaint against Defendants and Does 1  
18 through 1,000 requesting a declaration of their individual and collective rights to groundwater and  
19 a mandatory and prohibitory injunction requiring the reasonable use and equitable management of  
20 groundwater within the Six Basins pursuant to *Article X, Section 2 of the California Constitution*.  
21 The pleadings further allege that the Plaintiff and Defendants collectively claim substantially all  
22 rights of groundwater use, replenishment and storage within the Six Basins Area, that the available  
23 Safe Yield (as defined in Judgment Section I(A), below) is being exceeded and that the groundwater  
24 supply to the Six Basins Area is inadequate to meet the current and long term demands of Plaintiff  
25 and Defendants without the imposition of a physical solution. Plaintiff requests a determination of  
26 all groundwater rights, including replenishment and storage rights, of whatever nature within the  
27 boundaries of the Six Basins and request the imposition of an equitable physical solution.  
28

1           **B.     Answers and Cross-Complaints.** On or before November 13, 1998, Plaintiff and  
2 Defendants filed a stipulation for entry of judgment.

3           **C.     Jurisdiction.** This Court has jurisdiction to enter judgment declaring and adjudicating  
4 the Plaintiff's and Defendants' ("the Parties") rights to the reasonable and beneficial use of  
5 groundwater by the Parties in the Six Basins Area pursuant to *Article X, Section 2 of the California*  
6 *Constitution* and to impose a complete physical solution. All pre-existing rights to groundwater  
7 within the Basin held or claimed by any Party (as defined in Section I(A) of the Judgment below) are  
8 hereby settled and defined as the production allocations and the other rights and obligations set forth  
9 under this judgment ("Judgment"). The respective allocations for each Party are expressly set forth  
10 in Exhibit "D."

11           **D.     Parties.**

12                 1.       SCWC is an investor-owned public utility incorporated under the laws of the  
13 State of California. (*See Public Utilities Code Section 1001 et seq. and 2701 et seq.*) SCWC produces  
14 groundwater from the Six Basins and delivers it for use on land within its certificated service area  
15 that predominantly overlies some portion of the Six Basins, and otherwise is within the Counties of  
16 Los Angeles and San Bernardino.

17                 2.       Pomona is a charter city situated in the County of Los Angeles. Pomona  
18 produces groundwater from the Six Basins and delivers it for use on land within its incorporated  
19 boundaries, on land lying outside its incorporated boundaries within the County of Los Angeles and  
20 on City owned lands that predominantly overlie some portion of the Six Basins. Pomona owns and  
21 controls land in the Six Basins Area upon which it has historically diverted, for direct use and  
22 spreading, surface water from San Antonio Creek and Evey Canyon.

23                 3.       La Verne is a general law city situated in the County of Los Angeles. La Verne  
24 produces groundwater from the Six Basins and delivers it for use on land within its incorporated  
25 boundaries, on land lying outside its incorporated boundaries within the County of Los Angeles and  
26 on City owned lands that predominantly overlie some portion of the Six Basins.

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1           4.       Upland is a general law city situated in the County of San Bernardino. Upland  
2 produces groundwater from the Six Basins and delivers it for use on land within its incorporated  
3 boundaries some portion of which overlie the Six Basins. It possesses a majority of the shares of  
4 stock in San Antonio and West End.

5           5.       San Antonio is a mutual water corporation incorporated under the laws of the  
6 State of California, with its principal place of business in San Bernardino County. San Antonio  
7 produces groundwater from the Six Basins and delivers it for use by its shareholders.

8           6.       West End is a mutual water corporation, incorporated under the laws of the  
9 State of California, with its principal place of business in San Bernardino County. West End  
10 produces groundwater from the Six Basins and delivers it for use by its shareholders.

11          7.       Claremont is a general law city situated in the County of Los Angeles.  
12 Claremont's incorporated boundaries and City owned lands overlie a portion of the Six Basins. The  
13 City has executed an agreement with SCWC with respect to its groundwater rights.

14          8.       Pomona College is a California corporation, with a principal place of business  
15 in the County of Los Angeles. Pomona College owns land and groundwater production facilities that  
16 overlie the Six Basins Area and it has executed operating leases with SCWC regarding these  
17 facilities. Pomona College has executed an agreement with SCWC with respect to its groundwater  
18 rights.

19          9.       Simpson is a Washington corporation, which is doing business in the State of  
20 California and the County of Los Angeles. Simpson produces groundwater from the Six Basins for  
21 its own use and also purchases water service from Pomona.

22          10.      PVPA is a California corporation, operating on a non-profit basis for the mutual  
23 benefit of its members with its principal place of business in the County of Los Angeles.  
24 Shareholders of PVPA include Pomona, Pomona College, San Antonio, SCWC, Simpson, Upland  
25 and West End. PVPA owns the primary spreading grounds and recharge facilities for the Six Basins  
26 and owns other lands which also overlie the Six Basins. PVPA has undertaken ongoing studies and  
27 evaluation of groundwater conditions in the Six Basins Area.

28

1           11. TVMWD is a California Municipal Water District formed pursuant to the  
2 provisions of the municipal water district act and with the power to acquire, control, distribute, store,  
3 and spread water for beneficial purposes within its boundaries.

4           **E. Settlement Negotiations.**

5           1. **Importance of Groundwater.** Groundwater is an important water supply  
6 source for businesses, individuals and public agencies that overlie or extract groundwater from the  
7 Six Basins. The Parties have a mutual and collective interest in the efficient and reasonable use of  
8 groundwater and the coordinated management of water resources to ensure the prudent use of the  
9 resource. The Parties have a further collective interest in furthering the efficient and reasonable use  
10 of groundwater and the coordinated and comprehensive management of water resources to ensure that  
11 the common resource may be sustained and enhanced.

12           2. **Coordinated Study.** PVPA has conducted and continues to conduct technical  
13 studies of the Six Basins and has developed groundwater models of the Six Basins. To achieve the  
14 goals of coordinated basin management and to ensure and promote the sustainable and enhanced use  
15 of the groundwater resources of the Six Basins, the Parties joined in a collaborative process, reviewed  
16 prior groundwater production reports and hydrologic studies, other historical data and engaged in new  
17 technical studies to supplement the previous work of PVPA. Substantial engineering, hydrologic and  
18 geologic data not previously known have been collected and jointly analyzed and verified by the  
19 Parties. Included therein are estimates of production and reported production from the Six Basins  
20 and further refinement of PVPA's groundwater models. The results of these efforts provide the  
21 technical foundation for this Judgment.

22           3. **Overdraft.**

23           a. **Native Safe Yield.** The Native Safe Yield (as defined in Judgment,  
24 Section I(A), below) of the Six Basins Area has historically been augmented generally by the  
25 spreading activities conducted by PVPA, Pomona and La Verne and from return flows from water  
26 imported to the Six Basins Area through TVMWD. There is no precise estimate of the Native Safe  
27 Yield; however, without augmentation comprised of the substantial spreading operations conducted  
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1 by PVPA and others, and the return flows from imported water, the amount of groundwater  
2 comprising the Native Safe Yield is substantially less than the Safe Yield which is allocated to the  
3 parties pursuant to this Judgment.

4           **b. Safe Yield.** Safe Yield (as defined in Judgment, Section I(A), below)  
5 for all groundwater supplies within the Six Basins, including the benefits of historic augmentation  
6 is nineteen thousand three hundred (19,300) acre feet per year.

7           **c. Groundwater Production.** Reports filed with the State of California  
8 pursuant to *Water Code Section 4999 et seq.*, production records reported to PVPA by its members,  
9 and independent verification by the Parties all demonstrate that the cumulative groundwater  
10 production of the Parties from the Six Basins Area annually has been greater than twenty thousand  
11 (20,000) acre feet in each of the five years immediately preceding the filing of this action. Therefore,  
12 groundwater production has exceeded the available Safe Yield and *a fortiori* the Native Safe Yield  
13 in each of the last five years.

14           **F. Stipulation.** The Parties, whose production from the Six Basins cumulatively comprise  
15 essentially all of the groundwater production in the Six Basins Area, which have engaged in long-  
16 standing groundwater replenishment activities or otherwise have an interest in the efficient and  
17 coordinated management of groundwater, have stipulated to the entry of this Judgment. Each of the  
18 Parties stipulate that this Judgment is a physical solution (as defined in Judgment, Section I(A),  
19 below) which provides due consideration to the environment, the respective groundwater rights of  
20 the Parties, and that this Judgment will not cause substantial material injury to any Party under these  
21 circumstances of a lengthy period of overdraft and the competing claims to groundwater. The Parties  
22 further stipulate that the Judgment is a fair and equitable allocation of water in accordance with the  
23 provisions of *Article X, Section 2 of the California Constitution*.

24 //

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JUDGMENT

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

I. INTRODUCTION

A. Definitions.

1. "Base Annual Production Right" means the average annual production , in acre-feet, for each Party for the twelve year period beginning on January 1 of 1985 and ending on December 31 of 1996 as set forth in Exhibit "D".

2. "Carryover Rights" means the maximum percentage of a Party's annual allocation of Operating Safe Yield production of which may be deferred until the following Year free of any Replacement Water Assessment.

3. "Effective Date" means January 1, 1999.

4. "Four Basins or Four Basins Area" means the following groundwater basins and the area overlying them: Canyon, Upper Claremont Heights, Lower Claremont Heights and Pomona as shown on Exhibit "A" and further described in Exhibit "B".

5. "Groundwater" means all water beneath the ground surface and contained within any one of the Six Basins except as provided in Article IIIA Section 1.

6. "Imported Water" means water that is not naturally tributary to the Six Basins Area and which is delivered to the Six Basins Area.

7. "In Lieu Procedures" means a method of either providing Replacement Water or water to be stored under a Storage and Recovery Agreement whereby a Party receives direct deliveries of Imported Water or water other than Replenishment Water in exchange for foregoing the production of an equivalent amount of such Party's share of the Operating Safe Yield.

8. "Minimal Producers" means any producer whose production is less than 25 acre feet each Year.

9. "Native Groundwater" means groundwater within the Six Basins Area that originates from the deep percolation of rainfall, natural stream flow or subsurface inflow, and

1 expressly excluding groundwater which originates from (a) the Parties' replenishment  
2 activities and (b) return flows from both imported water and the Parties' replenishment  
3 activities, and water described in Article IIIA Section 1.

4 **10. "Native Safe Yield"** means the amount of Native Groundwater, in acre feet, that can  
5 be extracted from the Six Basins Area on an annual basis without causing an undesirable  
6 result. Expressed as a formula: Native Safe Annual Yield = Annually Available Groundwater  
7 - (Replenishment Water + return flows from Imported Water and Replenishment Water).

8 **11. "Native Water"** means water which is naturally tributary to the Six Basins Area.

9 **12. "Non-party"** means any person or entity which is not a party to this Judgment.

10 **13. "Operating Plan"** means the plan, developed by Watermaster (as defined in  
11 Judgment, Article V below) for the Four Basins Area, by which the purpose and objectives  
12 of the Physical Solution will be implemented and realized.

13 **14. "Operating Safe Yield"** means the amount of groundwater, in acre feet, which the  
14 Watermaster shall determine can be produced from the Four Basins Area by the Parties during  
15 any single year, free of any replacement obligation under the Physical Solution herein.  
16 Because of the benefits created by coordinated management of groundwater provided by the  
17 Physical Solution, the Operating Safe Yield set by Watermaster may exceed the Safe Yield  
18 that would otherwise be available for production by the Parties. The Two Basins Area is  
19 excluded from the Operating Safe Yield allocated pursuant to this Judgment with its annual  
20 Safe Yield being equivalent to the amount of groundwater La Verne may reasonably produce  
21 from the Two Basins Area on an annual basis without causing substantial injury to any other  
22 Party.

23 **15. "Overdraft"** means a condition wherein the total annual production from a  
24 groundwater basin exceeds the Safe Yield.

25 **16. "Party or Parties"** means any person(s) or entity(ies) named in this action, who  
26 has/have intervened in this case or has/have become subject to this Judgment through  
27 succession, stipulation, transfer, default, trial or otherwise.

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17. **"Physical Solution"** means the efficient and equitable coordinated management of groundwater within the Six Basins Area to maximize the reasonable and beneficial use of groundwater resources in a manner that is consistent with the public interest, *Article X, Section 2 of the California Constitution*, and with due regard for the environment.

18. **"Producer"** means a person, firm, association, organization, joint venture, partnership, business, trust, corporation or public entity who, or which, produces or has a right to produce groundwater from the Six Basins Area.

19. **"Production"** means the process of pumping groundwater; also, the gross amount of groundwater pumped.

20. **"Replacement Water"** means imported water or water other than Replenishment Water supplied through in-lieu procedures that is acquired by the Watermaster or provided by a Party to replace production by such Party in excess of the amount of its share of the Operating Safe Yield, Carry-Over Rights and Storage and Recovery rights authorized by Watermaster.

21. **"Replacement Water Assessment"** means an assessment levied by Watermaster pursuant to Article XII A, Section 4 of this Judgment.

22. **"Replenishment"** means a program to spread or inject Replenishment Water into the Six Basins Area. A description of the current replenishment programs is attached hereto as Exhibit "E."

23. **"Replenishment Water"** means native water which augments the Native Safe Yield and thereby comprises a portion of the Operating Safe Yield pursuant to a historical replenishment program as described in Article VIB, Section 9 and Exhibit E.

24. **"Return Flows"** means water which percolates, infiltrates or seeps into the Six Basins after having been previously applied to some end use by one of the Parties or any user of water.

25. **"Safe Yield"** means the amount of groundwater, including Replenishment and return flows from Imported Water, that can be reasonably produced from the combined Two Basins

1 and the Four Basins Areas on an annual basis without causing an undesirable result, including  
2 but not limited to land subsidence, water quality degradation, and harm from high  
3 groundwater levels, i.e. 19,300 acre feet per year.

4 **26. "Six Basins or Six Basins Area"** means the Four Basins Area plus the Two Basins  
5 Area, as shown on Exhibit "A" and further described in Exhibit "B."

6 **27. "Spreading"** means a method of groundwater recharge whereby water is placed in  
7 permeable impoundments and allowed to percolate into a basin.

8 **28. "Storage and Recovery"** means a program administered under an agreement  
9 between the Watermaster and a Party to store water either directly by sinking, spreading or  
10 injecting or by in-lieu procedures, into the Four Basins, and subsequently recovering such  
11 water without regard to the limitations imposed by the Party's Base Annual Production Right.

12 **29. "Storage and Recovery Agreement"** means an agreement between Watermaster and  
13 a Party for Storage and Recovery of water by such Party. An acceptable pre-approved  
14 Storage and Recovery Agreement between Watermaster and Pomona is listed on Exhibit "F."

15 **30. "Transfer"** means temporary or permanent assignment, sale, contract or lease of any  
16 Party's Base Annual Production Right and its associated percentage of the Safe Yield, Carry-  
17 Over Rights or rights to recover water stored under a Storage and Recover Agreement to any  
18 other Party or a person that becomes a Party. A lease shall not be considered a "permanent  
19 transfer" unless both the Lessee and Lessor jointly agree to such characterization.

20 **31. "Two Basins or Two Basins Area"** means the Live Oak and Ganesha Basins and  
21 the areas overlying them, as shown on Exhibit "A" and further described in Exhibit "B."

22 **32. "Water Shortage Emergency"** means the substantial impairment, which cannot be  
23 promptly mitigated, of the ability of the Parties to provide sufficient water for human  
24 consumption, sanitation and fire protection because of: (a) a sudden occurrence such as  
25 storm, flood, fire, unexpected equipment outage; or (b) an extended period of drought.

26 **33. "Watermaster"** means the committee with the powers and duties defined in Article  
27 V of this Judgment.  
28

1           **34. "Year"** means a calendar year.

2           **B. Exhibits.** Each exhibit is expressly incorporated herein and made part of this  
3 Judgment.

4           Exhibit A:     Six Basin Map

5           Exhibit B:     General Description of the Six Basins Area

6           Exhibit C:     Memorandum of Agreement between Watermaster and PVPA

7           Exhibit D:     Base Annual Production Rights of Parties

8           Exhibit E:     Description of Replenishment Programs

9           Exhibit F:     City of Pomona Storage and Recovery Agreement

10          Exhibit G:     Initial Operating Plan

11 **II. FINDINGS AND HYDROLOGIC CONDITIONS**

12          **A. Safe Yield.** Prior to the imposition of this Physical Solution, the Safe Yield of the Six  
13 Basins is historically found to be 19,300 acre feet per year.

14          **B. Overdraft and Prescriptive Circumstances.** For a period in excess of five  
15 consecutive Years prior to the filing of the complaint herein, the Native Safe Yield and the Safe Yield  
16 have been exceeded by the aggregate Production therefrom and the Six Basins have been in a  
17 continuous state of Overdraft. The court finds that the Production constituting such Overdraft has  
18 been open, notorious, continuous, adverse, hostile, and under claim of right. The court further finds  
19 that the groundwater Production has exceeded the Native Safe Yield and the Safe Yield in each of  
20 the last five years and thus all the required elements necessary to establish prescription have been  
21 satisfied.

22           **1. Adversity.** The Native Safe Yield of the Six Basins Area has been continuously  
23 exceeded for decades. It is only through the ongoing Replenishment undertaken by PVPA, Pomona  
24 and La Verne coupled with the availability of and return flows from Imported Water that a further  
25 decline in water levels has been averted. An unmanaged downward decline in water levels is known  
26 to have severe adverse impacts on the rights of groundwater producers and groundwater quality, to  
27 cause land subsidence and to cause increased pump-lifts. Moreover, the Court finds that presently  
28

1 estimated Safe Yield of 19,300 acre feet, with the full benefit of the Replenishment carried on by the  
2 Parties has been exceeded and if Production is not managed pursuant to this Physical Solution, severe  
3 adverse impacts will result.

4       **2.       Continuity.** The Native Safe Yield has been continuously exceeded for at least two  
5 decades. For each of the last five Years the Safe Yield has been exceeded. The Court finds that  
6 cumulative total Production from the Six Basins Area for the Years 1993 through 1997 is as follows:

7	1993	21,020 acre feet
8	1994	20,313 acre feet
9	1995	22,959 acre feet
10	1996	23,584 acre feet
11	1997	21,902 acre feet

12       **3.       Notice.** Each of the Parties with a Base Annual Production Right, or their agents, have  
13 filed groundwater production reports with the State Department of Water Resources pursuant to  
14 *Water Code Section 4999*. These reports are public records and are available for inspection by any  
15 member of the public. SCWC is an investor-owned public utility subject to regulation by the  
16 California Public Utilities Commission (PUC). Its records, reports and filings with the PUC regularly  
17 include information regarding the wells used and groundwater produced from the Six Basins Area.  
18 The PUC has held publicly noticed rate hearings which have been attended by the public and  
19 representatives from Claremont. Pomona, La Verne and Upland are all public entities and their  
20 groundwater production information are public records and open to public inspection upon reasonable  
21 notice. PVPA has frequently published reports which indicate the nature of its Replenishment and  
22 the volume of groundwater produced in the Six Basins Area. At least two settlement agreements  
23 have been entered between certain Parties on matters related to the adverse impacts of increased  
24 groundwater production. Both of these agreements were approved by a public entity and are public  
25 records. Moreover, the negotiations leading up to the entry of this Judgment were open to all persons  
26 claiming the right to produce groundwater by virtue of their owning overlying land or having  
27 corporate boundaries overlying the Six Basins Area. Regular meetings concerning these negotiations  
28

1 have been held at the headquarters of TVMWD, a public agency, and were personally attended by  
2 representatives from each of the Parties. These meetings have taken place at regular intervals for  
3 more than twelve consecutive months and the contents of this Judgment and the status of groundwater  
4 conditions in the Six Basins Area has remained readily available. Accordingly, the Court finds that  
5 all persons claiming the right to produce had actual notice, constructive notice or could have easily  
6 determined upon reasonable diligence that the Six Basins Area was in Overdraft and of each Party's  
7 claim to groundwater. The circumstances of such Overdraft and water use are such that each of the  
8 Parties either: (i) had actual knowledge of such circumstances; or (ii) should have discovered such  
9 circumstances upon the exercise of reasonable diligence or (iii) received constructive notice of the  
10 adverse nature of such aggregate production through the public record filings with the State of  
11 California pursuant to *Water Code Section 4999* and through the various reports published by the  
12 Parties.

13 **C. High Groundwater Levels.** There are cienegas and springs in the Four Basins Area  
14 and there is a potential for groundwater to rise to the surface regardless of the replenishment,  
15 replacement or storage operations of the Watermaster and carried out by the Parties. Periodically,  
16 though not in the past twelve years, high groundwater levels have constituted an important causative  
17 factor, in creating damage in the Four Basins Area.

18 **D. Water Quality Problems.** Some of the Six Basins have experienced problems of high  
19 concentrations of nitrates and volatile organic compounds (VOC's) in groundwater. Potential sources  
20 of the nitrate are historical agricultural practices and individual wastewater disposal systems, most  
21 of which have been abandoned. The Two Basins Area and some of the Four Basins Area have been  
22 adversely impacted by high concentrations of nitrates and VOC's and may also require remediation.

### 23 **III. DECLARATION OF RIGHTS AND RESPONSIBILITIES**

#### 24 **A. General Provisions.**

25 **1. Surface Water Rights.** Pomona and San Antonio have prior and paramount pre-  
26 1914 water rights, superior to the rights of any other party, to the surface water and supporting  
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1 subsurface flows historically and presently diverted therefrom in San Antonio and Evey Canyon,  
2 except as provided in Article VIB Section 9 and as referenced in Article IIIA Section 1d.

3 a. Historically, Pomona and San Antonio have diverted, and presently are  
4 diverting, surface waters and supporting subsurface flows from San Antonio Canyon.

5 b. Historically, Pomona has diverted, and presently is diverting, surface water  
6 and supporting subsurface flows from Evey Canyon.

7 c. Pomona and San Antonio are under no obligation to spread such waters.

8 d. Surface waters and supporting subsurface flows diverted in San Antonio and  
9 Evey Canyons at existing diversion locations are excluded from (i) the operation of this Judgment  
10 and (ii) the determination of Operating Safe Yield, except to the extent of the portion of such waters  
11 which are spread by Pomona at its Pedley Treatment Plant, which portion is governed by the  
12 provisions of Article VIB, Section 9.

13 e. The diversion and the use of surface waters and supporting subsurface flows  
14 shall not be subject to this Judgment.

15 f. The above-referenced surface waters and supporting subsurface flows shall  
16 not be subject to allocation among the Parties pursuant to this Judgment.

17 g. Surface waters and supporting subsurface flows may be used by Pomona and  
18 San Antonio to satisfy Replacement Water obligations as provided in Article VIB, Section 5.

19 **2. Loss of Priorities.** By reason of the long continued overdraft in the Six Basins, and  
20 in light of the complexity of determining appropriate priorities and the need for conserving and  
21 making maximum beneficial use of the water resources of the State, each and all of the Parties listed  
22 in Exhibit "D" are estopped and barred from asserting special priorities or preferences *inter se* to  
23 groundwater except as expressly provided herein. All the Parties' rights to groundwater are  
24 accordingly deemed and considered to be of equal priority unless otherwise expressly stated herein.

25 **3. Limitations on Export.** Other than the limitation on Pomona's use of 109 acre feet  
26 as further described in Exhibit "D", any Party's share of the Operating Safe Yield, including  
27 Carryover Rights and Transfers, may be produced and exported for use outside the Six Basins Area.

28

1 However, groundwater stored and recovered pursuant to a Storage and Recovery Agreement may be  
2 produced and exported only in accordance with the terms and conditions of the Storage and Recovery  
3 Agreement.

4       **4. No Abandonment of Rights.** It is in the interest of reasonable beneficial use of the  
5 Six Basins Area and its water supply, that no Party be encouraged to take and use more water in any  
6 Year than is actually required. Failure to produce all of the water to which a Party is entitled  
7 hereunder shall, in and of itself, not be deemed to be, or constitute an abandonment of such Party's  
8 right, in whole or in part.

9       **5. Pre-Existing Rights.** This Judgment controls each Party's rights to the Production,  
10 Replenishment, Storage and Recovery of groundwater and expressly supersedes other rights, claims  
11 or defenses arising from agreement, operation of law, prior use or a prior judgment to the extent that  
12 they are inconsistent with this Judgment. However, nothing in this Judgment shall alter or affect any  
13 rights or remedies that any Party may have under any contract or agreement with any other Party on  
14 matters which are not inconsistent with or are unrelated to the provisions of this Judgment or as  
15 provided in Article IVC herein.

16       **6. Physical Solution.** This Judgment represents a total and complete Physical Solution  
17 for the Six Basins Area and all basins included therein. Although prior hydrologic and physical  
18 conditions limited the Safe Yield to 19,300 acre feet per year, through the coordinated and equitable  
19 management of the Four Basins and Two Basins Areas provided under this Judgment, an Operating  
20 Safe Yield, Operating Plan and Base Annual Production Rights shall be independently established  
21 for the Four Basins Area. However, La Verne shall be entitled to produce groundwater from the Two  
22 Basins Area in addition to its equitable share of the Four Basins Operating Safe Yield, as provided  
23 in accordance with the terms of this Judgment.

24       **7. Portability Between the Two Basins and Four Basins Areas.** A Party's right to  
25 produce, store or recover groundwater accruing under this Judgment in the Four Basins Area may not  
26 be transferred, exchanged or exercised in the Two Basins Area. A Party's right to produce, store or  
27  
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1 recover groundwater accruing under this Judgment in the Two Basins Area may not be transferred,  
2 exchanged or exercised in the Four Basins Area.

3 **B. Rights of the Parties to Produce Groundwater from the Four Basins.**

4 1. **Declaration of Rights.** The Parties listed in Exhibit "D" are the owners of  
5 appropriate rights, including rights by prescription, and exercised and unexercised overlying rights  
6 of equal priority, and each Party shall be entitled to produce groundwater under the Physical Solution  
7 and to share in the Operating Safe Yield of the Four Basins according to the percentages set forth in  
8 Exhibit "D" as Base Annual Production Rights in a manner consistent with the provisions of this  
9 Judgment.

10 2. **Carryover Rights.** Any Party that produces less than its share of the Operating Safe  
11 Yield in any Year shall have the right to carry the unproduced portion forward to be produced in the  
12 following year subject to the following limitations: (a) the first water produced in any Year shall be  
13 deemed to be an exercise of any Carryover Right; (b) a Party's Carryover Right cannot exceed 25  
14 (twenty-five) per cent of such Party's share of the current Operating Safe Yield for the prior Year,  
15 and (c) Carryover Rights may be lost in the event replenishment is discontinued or curtailed as  
16 provided below in Article IIIB, Section 7.

17 3. **Transferability of Rights.** Subject to the limitations set forth in <sup>x</sup>his Judgment, a Base  
18 Annual Production Right and its associated percentage of the Operating Safe Yield, as well as any  
19 Carryover Rights and water stored under a Storage and Recovery Agreement, may be transferred, in  
20 whole or in part, among existing Parties or to any other person that becomes a Party on either a  
21 temporary or permanent basis provided that no Party is substantially injured by the Transfer. Pro-  
22 duction pursuant to any such Transfer shall be subject to the limitations on carryover and portability  
23 set forth in Article IIIB, Section 4. Any such Transfer shall become effective upon being recorded  
24 with Watermaster. Watermaster shall revise Exhibit "D" annually, to reflect any permanent  
25 Transfers. The permanent Transfer of any Party's full Base Annual Production Right shall require  
26 Watermaster approval. Upon Watermaster approval the permanent Transfer of a Party's full Base  
27 Annual Production Right may require an adjustment in the Party representatives to the Watermaster  
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1 and the number of votes of the Party's representatives as provided in Article V. Notwithstanding the  
2 provision of this Article IIIB, Section 3, Pomona shall not be entitled to Transfer 109 acre feet of its  
3 Base Annual Production Right and its associated percentage of Operating Safe Yield.

4       **4.     Portability of Rights Among the Four Basins.** Any Party with a Base Annual  
5 Production Right, shall have the right to produce its share of the Operating Safe Yield of the Four  
6 Basins, including any Carryover Rights or Transfers, from any or all of the Four Basins, subject to  
7 the following conditions.

8               **a.     No Substantial Injury.** Any groundwater production from a "new" location  
9 shall not cause substantial injury to another Party.

10              **b.     Advance Written Notice to Watermaster.** Any Party that intends to  
11 undertake any of the following actions shall provide thirty (30) days' advance written notice to the  
12 Watermaster: (i) acquire, construct or operate a "new" groundwater production facility in any one  
13 of the Four Basins in which it is then producing groundwater; (ii) change the point of extraction from  
14 an existing groundwater production facility to a "new" groundwater production facility where the old  
15 and the new groundwater production facilities are both within the Canyon or Upper Claremont  
16 Heights or Lower Claremont Heights Basins; (iii) change the point of extraction from an existing  
17 groundwater production facility on one side of the Indian Hill Fault to a "new" facility on the other  
18 side of the Indian Hill Fault.

19              **c.     Prior Watermaster Approval.** Any Party that changes the point of extraction  
20 from an existing groundwater production facility on one side of the Indian Hill Fault to a "new"  
21 facility located on the other side of the Indian Hill Fault and increases the cumulative rate of annual  
22 extraction therefrom by more than 2,000 acre feet per year shall be required to obtain the prior written  
23 approval of the Watermaster.

24              **d.     New Facility Defined.** "New" as used in this Section 4 means either (i) an  
25 increase or enlargement in the pre-existing design capacity of a groundwater production facility or  
26 (ii) a movement in the location of a groundwater extraction facility by more than three hundred (300)  
27 feet or from one legal parcel to another legal parcel.

28

1 e. **Procedure for Resolution of Disputes.** The Watermaster shall make all  
2 necessary determinations and resolve all disputes arising under this Article IIIB, Section 4 in  
3 accordance with the provisions of Article VIII.

4 5. **Rights to Unused Groundwater Storage Capacity.** From time to time there may  
5 exist in the Four Basins, unused storage capacity. Parties holding Base Annual Production Rights  
6 pursuant to this Judgment and TVMWD for the sole purpose of storing Imported Water, shall have  
7 the exclusive rights to use such storage capacity, and subject to the complete discretion of the  
8 Watermaster, may sink, spread or inject water into the Four Basins Area pursuant to a Storage and  
9 Recovery Agreement.

10 6. **Priorities for Use of Groundwater Storage Capacity.** In directing spreading and  
11 controlling the use of groundwater storage capacity, the Watermaster shall give first priority to  
12 Replenishment Water; second priority to Carryover Rights; third priority to Storage and Recovery  
13 of water which is naturally tributary to the Six Basins Area; fourth priority to Storage and Recovery  
14 of Imported Water, and fifth priority to Storage and Recovery of other water.

15 7. **Loss of Stored and Carryover Water.** After providing notice and opportunity to be  
16 heard to any affected Party pursuant to Article IXA, if the Watermaster reasonably determines that  
17 Replenishment had to be terminated or curtailed in any year, or that Replenishment Water was  
18 rejected because of insufficient storage capacity, some or all of a Party's unproduced Carryover  
19 Rights or Storage and Recovery rights may be deemed lost. The amount of water subject to loss shall  
20 be equal to that quantity of Replenishment Water which was curtailed or rejected solely because of  
21 insufficient storage capacity in the Four Basins.

22 The burden of a determination by Watermaster that rejected recharge has occurred and that  
23 there shall be a loss of stored and Carryover water, shall be shared proportionately by each Party to  
24 the extent the quantity of water held by each Party at the time of the loss bears to the total quantity  
25 of water within each of the classification. Any losses shall be charged first to the storage of other  
26 water, then to the storage of Imported Water, then to the storage of Native Water, then to Carryover  
27 Water as expressly set forth below.

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- a. Highest priority shall be given to Replenishment Water.
- b. Second priority against loss shall be given to Carryover Water.
- c. Third priority against loss shall be given to storage of Native Water.
- d. Fourth priority against loss shall be given to storage of Imported Water.
- e. Fifth priority against loss shall be given to storage of other water.

8. **Consideration of Groundwater Levels.** Watermaster shall make every reasonable effort to establish water operations limits so that the spreading of Replenishment or Replacement water, groundwater storage pursuant to a Storage and Recovery Agreement, or the determination of Operating Safe Yield shall not cause high groundwater levels that result in material damage to overlying property (not including sand and gravel excavations or operations) or cause groundwater to surface above the undisturbed natural terrain.

C. **The Parties' Rights to Groundwater and Storage in the Two Basins.**

1. **Declaration of Rights.** In recognition of the remediation efforts that are likely to be necessary to maximize groundwater production from the Two Basins; because of the detected high nitrate concentrations and in recognition that La Verne is uniquely situated to remedy these water quality conditions and exploit future opportunities; because of the minimal hydrologic communication between the Four Basins and Two Basins, and in furtherance of a complete and total physical solution for the Six Basins Area, La Verne shall have the right to produce as much groundwater as it may reasonably withdraw from the Two Basins Area on an annual basis so long as it does not substantially injure the rights of any other Party.

2. **Storage and Recovery.** La Verne has the sole right to use available storage capacity in the Two Basins in its complete discretion for the Storage and Recovery of groundwater so long as it does not cause substantial injury to any other Party. La Verne shall not be required to obtain a Storage and Recovery Agreement from the Watermaster for Storage and Recovery programs carried out within the Two Basins Area provided that (i) such production or use of storage capacity shall not cause substantial injury to any other Party and (ii) La Verne provides 60 (sixty) days' advance written notice to Watermaster before initiating such a Storage and Recovery program.

1           **3.     Transferability of Rights.**     Subject to the limitations set forth in Article III A,  
2 Section 7, La Verne's right to produce groundwater from the Two Basins Area may be transferred,  
3 in whole or in part, among existing Parties or to any other person that becomes a Party, on either a  
4 temporary or permanent basis provided that no Party is substantially injured by the Transfer. The  
5 permanent Transfer of the right to produce groundwater from the Two Basins Area shall not be  
6 effective until approved by Watermaster.

7           **D.     Rights and Responsibilities of PVPA.**

8           **1.     Spreading Operations.**     PVPA and the other Parties have negotiated a Supplemental  
9 Memorandum of Agreement, attached hereto as Exhibit "C". This Supplemental Memorandum of  
10 Agreement and all modifications or amendments thereto shall include a provision for Watermaster's  
11 indemnity of PVPA for all Replenishment activities undertaken by PVPA at the direction of the  
12 Watermaster. Within sixty (60) days of entry of this Judgment, Watermaster and PVPA shall execute  
13 the Agreement. Upon execution, the Agreement shall become part of the Physical Solution. PVPA  
14 shall not be required to execute a Storage and Recovery Agreement with Watermaster for its  
15 Replenishment activities carried out under the direction of the Watermaster. The Spreading  
16 operations conducted by PVPA may result in incidental Replenishment to the Two Basins Area and  
17 none of the Parties have a right to object thereto. This Replenishment is authorized under the  
18 Judgment.

19           **2.     Waiver of Claims Against PVPA.**     The Parties expressly waive any and all claims  
20 against PVPA arising from facts, conditions or occurrences in existence before the Effective Date and  
21 arising from PVPA's spreading operations including but not limited to water quality degradation,  
22 subsurface infiltration, high groundwater or groundwater Overdraft within the Six Basins Area.

23           **E.     Non-parties.**

24           **1.     Minimal Producers.**     Minimal producers are not bound or affected by this Judgment.  
25 No person may produce twenty-five acre feet or more in any Year without becoming a Party.  
26  
27  
28

1           2.     Parties' Rights Versus Non-parties Reserved. The Parties expressly reserve all  
2 rights, without limitation, concerning any and all claims raised by persons not a Party to this  
3 Judgment as provided in Article IV C Section 1.

4 **IV.    REMEDIES**

5           A.     Injunctions.

6           1.     Injunction Against Unauthorized Production. Each and every Party, its officers,  
7 agents, employees, successors and assigns is enjoined and restrained from producing water from the  
8 Six Basins except as authorized herein.

9           2.     Injunction Against Unauthorized Storage. Each and every Party, its officers,  
10 agents, employees, successors and assigns is enjoined and restrained from storing water in the Six  
11 Basin Area except as authorized herein.

12          3.     Injunction Against Unauthorized Replenishment. Each and every Party, its  
13 officers, agents, employees, successors and assigns is enjoined and restrained from replenishing water  
14 in the Six Basin Area except as authorized herein.

15          B.     Continuing Jurisdiction

16          1.     Jurisdiction Reserved. Full jurisdiction, power and authority are retained by and  
17 reserved to the Court upon the application of any Party, by a motion noticed in accordance with the  
18 review procedures of Article XIA, Section 6 hereof, to make such further or supplemental order or  
19 directions as may be necessary or appropriate for interpretation, enforcement or implementation of  
20 this Judgment, and to modify, amend or amplify any of the provisions of this Judgment or to add to  
21 the provisions thereof consistent with the rights herein decreed; provided that nothing in this  
22 paragraph shall authorize a reduction of the Base Annual Production Right of any Party except  
23 pursuant to a Transfer.

24          2.     Intervention After Judgment. Any Non-party who proposes to produce  
25 Groundwater from the Six Basins Area in an amount equal to or greater than 25 acre feet per Year,  
26 may seek to become a Party to this Judgment through (a) a stipulation for intervention entered into  
27 with Watermaster or (b) any Party or Watermaster filing a complaint against the Non-party requesting  
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1 that the Non-party be joined in and bound by this Judgment. Watermaster may execute said Stipu-  
2 lation on behalf of the other Parties herein, but such stipulation shall not preclude a Party from  
3 opposing such intervention at the time of the Court hearing thereon. A stipulation for intervention  
4 must thereupon be filed with the Court, which will consider an order confirming said intervention  
5 following thirty (30) days' notice to the Parties. Thereafter, if approved by the Court, such intervenor  
6 shall be a Party bound by this Judgment and entitled to the rights and privileges accorded under the  
7 Physical Solution herein, including a Base Annual Production Right in an amount equal to its average  
8 annual production in the twelve-year period beginning on January 1, of 1985 and ending on  
9 December 31, 1996, or any Base Annual Production Right it may obtain by a transfer.

10 C. **Reservation of Other Remedies.**

11 1. **Claims By and Against Non-parties.** Nothing in this Judgment shall expand or  
12 restrict the rights, remedies or defenses available to any Party in raising or defending against claims  
13 made by any Non-party. Any Party shall have the right to initiate an action against any Non-party  
14 to enforce or compel compliance with the provisions of this Judgment.

15 2. **Claims Between Parties on Matters Unrelated to the Judgment.** Nothing in this  
16 Judgment shall either expand or restrict the rights or remedies of the Parties concerning subject  
17 matter which is unrelated to the quantity and quality of groundwater allocated and equitably managed  
18 pursuant to this Judgment other than as provided in Article IIIA, Section 1.

19 3. **Groundwater Levels.** Except as expressly provided herein, nothing in this Judgment  
20 shall either expand or restrict the rights or remedies at law that any Party may have against any other  
21 Party for money damages to real or personal property resulting from high groundwater or defenses  
22 thereto for events or occurrences after the Effective Date.

23 V. **WATERMASTER**

24 A. **Composition, Voting and Compensation.** The Watermaster shall be a committee  
25 composed of one representative of each of the following Parties, and each representative shall have  
26 the authority to cast the indicated number of votes on any question before the committee:

27 City of La Verne 5 votes

1	City of Pomona	5 votes
2	City of Upland	5 votes
3	Southern California Water Company	5 votes
4	City of Claremont	2 votes
5	TVMWD	2 votes
6	PVPA	2 votes
7	<del>Simpson Paper</del>	<del>1 vote</del>
8	Pomona College	1 vote
9	San Antonio	1 vote

10 Committee representatives having the combined authority to cast twenty votes shall constitute a  
 11 quorum for the transaction of affairs of Watermaster and seventeen affirmative votes shall be required  
 12 to constitute action by Watermaster. Representatives shall be compensated for their services by their  
 13 respective appointing authorities. Representatives may be reimbursed by Watermaster for out of  
 14 pocket expenses incurred on authorized Watermaster business.

15 **B. Nomination and Appointment Process.** Each of the Parties named in Article VA,  
 16 above, shall within thirty (30) days of entry of this Judgment submit to the Court its nominees for its  
 17 representative member of the Watermaster Committee and one alternate and the Court shall in the  
 18 ordinary course confirm the same by an appropriate order of appointment. Once appointed  
 19 representatives and their alternates shall normally serve until a replacement is designated by the Party  
 20 or until removed by the Court. If a representative or alternate is no longer willing or able to serve  
 21 for any reason the Party represented by such member or alternate shall promptly submit a  
 22 replacement for the member or their alternate. There shall be no need for replacement representative  
 23 members or alternates to be approved by the Court. In its annual report to the Court, Watermaster  
 24 shall update the list of its representative members and alternates.

25 **C. Succession.** For the purpose of determining whether a permanent Transfer of a Base  
 26 Annual Production Right shall affect whether a Party shall have a Representative on the Watermaster  
 27 Committee and the number of votes held by the representative, the following guidelines shall apply:

28

1           1.     **Partial Succession.** The permanent Transfer of less than any Party's full Base  
2 Annual Production Right shall be considered a "partial" succession. A partial succession shall not  
3 create any new or additional voting rights in the successor Party or require any modifications to the  
4 rules and procedures under this Article V. The full Base Annual Production Right of any Party shall  
5 be equal to the entire quantity of the Base Annual Production Right for that Party set forth in Exhibit  
6 D on the Effective Date.

7           2.     **Non-Party Successor.** A permanent Transfer of the full Base Annual  
8 Production Right of any Party to a Non-Party shall automatically include the authority to cast the  
9 number of votes held by the Party. In addition, the Non-Party shall succeed to all other rights and  
10 responsibilities of their predecessor Party under this Judgment.

11           3.     **Party Successor.** A permanent Transfer of the full Base Annual Production  
12 Right between Parties shall automatically include the authority to cast a number of votes equal to the  
13 greater of: (a) the number of votes indicated for the acquiring Party on the Effective Date or (b) the  
14 number of votes indicated for the Party whose Base Annual Production Right has been acquired at  
15 the time the Transfer is approved by the Watermaster. The number of votes equal to the lesser of 3(a)  
16 or 3(b) shall be extinguished. The acquisition of one Party's full Base Annual Production Right by  
17 another Party shall not cause a change in the number of votes required to constitute a quorum or to  
18 take an action under this Article. However, in the event more than two votes are eliminated, any  
19 Party or the Watermaster upon its own motion, may petition the Court to revise the required number  
20 of votes to constitute a quorum or to take action under this Judgment.

21           **D. Powers and Duties.** Subject to the continuing supervision and control of the Court  
22 and the limitations set forth in this Judgment, Watermaster shall have and may exercise the following  
23 express powers, and shall perform the following duties, together with any specific powers, authority  
24 and duties granted or imposed elsewhere in this Judgment or hereafter ordered or authorized by the  
25 Court in the exercise of its continuing jurisdiction:

- 26           1.     Developing, Maintaining and Implementing the Operating Plan.  
27           2.     Adopting Rules, Regulations, Procedures, Criteria and Time Schedules.

- 1 3. Acquiring or Investing in Facilities or Facility Improvements.
- 2 4. Acquiring or Investing in Monitoring Facilities.
- 3 5. Inspecting and Testing Measuring Devices.
- 4 6. Levying Assessments
- 5 7. Requiring the Acquisition of and Recharge of Replacement Water.
- 6 8. Contracting for Necessary Services. (Including the execution of agreements regarding
- 7 spreading and groundwater modeling.)
- 8 9. Employing Agents, Experts and Legal Counsel provided that Watermaster shall not
- 9 contract with or otherwise engage a Party with a Base Annual Production Right to
- 10 perform directly or indirectly, administrative services. However, this limitation shall
- 11 not apply to spreading services under Exhibit C, and meter reading.
- 12 10. Adopting an annual budget for monitoring and reporting legal and administrative
- 13 costs.
- 14 11. Managing Watermaster Funds.
- 15 12. Cooperating with Federal, State and Local Agencies.
- 16 13. Entering and Administering Storage and Recovery Agreements.
- 17 14. Maintaining a Notice List.
- 18 15. Reporting Annually to the Court.
- 19 16. Engaging in Dispute Resolution.
- 20 17. Prosecuting litigation against Non-parties in furtherance of the Judgment.
- 21 18. Limiting groundwater production to Operating Safe Yield during a Water Shortage
- 22 Emergency.

23 **E. Organization and Meetings.** At its first meeting in each Year Watermaster shall elect  
24 a chair, vice chair, secretary and treasurer and such other officers as may be appropriate. Watermaster  
25 shall hold regular meetings at places and times specified in its rules and regulations, and may hold  
26 such special meetings as may be required. Watermaster shall provide notices of all regular and special  
27 meetings to all parties and any person requesting notice in writing. Any meeting may be adjourned  
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1 to a time and place specified in the order of adjournment. Meetings shall be conducted to the extent  
2 practicable in accordance with the provisions of the California Open Meetings Law ("Brown Act")  
3 *California Government Code Section 54950*, et seq as it may be amended from time to time.

4 F. **Limits on Assessments.** Watermaster shall not have the authority to levy assessments  
5 beyond those specifically described herein.

6 **VI. PHYSICAL SOLUTION FOR THE SIX BASINS AREA**

7 A. **General Purposes and Objectives.**

8 1. **Physical Solution is Consistent With the Public Interest.** The Physical Solution  
9 is consistent with each Party's full enjoyment and the reasonable exercise of its respective water  
10 rights will not materially injure the interests of any Parties and will promote coordinated groundwater  
11 management with due regard for the environment and it is therefore consistent with the public interest  
12 and the reasonable and beneficial use of water.

13 2. **Balance of Equities.** This Physical Solution constitutes a legal and practical means  
14 for balancing the needs of the Parties for a reliable water supply, providing an appropriate incentive  
15 for remediation of poor water quality conditions, managing the available groundwater storage  
16 capacity to protect against loss of available groundwater and against damage from high groundwater  
17 levels with due regard for the environment .

18 3. **Flexibility.** It is essential that this Physical Solution provides maximum flexibility  
19 so that the Watermaster and the Court may be free to adapt and accommodate future changed  
20 conditions or new institutional or technological considerations. To that end the Court's retained  
21 jurisdiction may be utilized to augment or adjust the Physical Solution without adjustment to a Party's  
22 Base Annual Production Right.

23 B. **Guidelines for Operation of Four Basins Area.**

24 All production, replenishment, replacement, and Storage and Recovery of water in the Four  
25 Basins Area must be conducted pursuant to the Operating Plan adopted by Watermaster in accordance  
26 with the principles and procedures contained in this Judgment. The following general pattern of  
27 operations is contemplated:

28

1           **1.     Replenishment.** Groundwater will be replenished pursuant to Exhibit "E" or under  
2 any other replenishment program or activity to the extent water which is naturally tributary to the Six  
3 Basin Area, is available for that purpose and can safely be spread.

4           **2.     Storage and Recovery.** Other Native Water, imported water or other water may be  
5 stored and recovered pursuant to Storage and Recovery Agreements.

6           **3.     Operating Safe Yield.** Watermaster will annually, not later than September 15,  
7 establish the Operating Safe Yield for the Four Basins for the following Year, taking into  
8 consideration the amount of water in storage and the need to control water table elevations.  
9 Watermaster shall review the condition of the Four Basins at least quarterly during the Year and may  
10 make any appropriate adjustments of the Operating Safe Yield.

11           **4.     Production.** In any Year, each Party will be free to produce its share of the Operating  
12 Safe Yield, including any Carryover Rights or Transfers, plus any water authorized to be recovered  
13 pursuant to a Storage and Recovery Agreement. Except upon Transfer, no change shall be made to  
14 any Party's Base Annual Production Rights.

15           **5.     Replacement Water.** Notwithstanding any limitation contained in this Judgment, a  
16 Party may produce and export water from the Four Basins in excess of its Base Annual Production  
17 Right and its share of the Operating Safe Yield, plus unused Carryover rights and recoverable  
18 groundwater pursuant to an approved Storage and Recovery Agreement, subject to the requirement  
19 to provide Replacement Water in the manner set forth herein.

20           **a.     Obligation to Provide Replacement Water.** To the extent a Party's  
21 production in the Four Basins or in any basin exceeds that Party's share of the Operating Safe Yield,  
22 plus unused Carryover rights and recoverable groundwater pursuant to an approved Storage and  
23 Recovery Agreement, the Party shall arrange for delivery of Replacement Water in an amount equal  
24 to the Party's excess production by any of the following: (i) acquiring Replacement Water directly  
25 from TVMWD except Upland which may also acquire Replacement Water from the Inland Empire  
26 Utilities Agency ("the Empire"); (ii) arranging for delivery of a Native water supply other than  
27 Replenishment Water; or (iii) paying a Replacement Water Assessment to Watermaster for the  
28

1 purpose of acquiring Replacement Water directly from TVMWD except as to Upland for which  
2 Watermaster may acquire replacement water from the Empire.

3           **b. In Lieu Procedures.** Replacement Water may be supplied through In-Lieu  
4 Procedures, spreading or other method at a place, time and manner, acceptable to Watermaster, for  
5 a price and upon terms to be determined by TVMWD except as to Upland for which the price and  
6 terms may be determined by the Empire.

7           **c. Replacement Water Assessment.** Watermaster will use Replacement Water  
8 Assessment proceeds to acquire Replacement Water from TVMWD, or as to Upland, the Empire.

9           **6. Development, Maintenance and Implementation of the Operating Plan.** Water-  
10 master is directed to maintain and implement the Operating Plan such that Production, Replenishment  
11 and Storage and Recovery of water are consistent with and implement the purpose and objectives of  
12 the Physical Solution herein. The Operating Plan shall include rules, regulations, procedures, criteria,  
13 and time schedules, as appropriate, for at least the following elements:

- 14           a. Establishing and adjusting the Operating Safe Yield.
- 15           b. Replenishment.
- 16           c. Execution of supplemental agreements with PVPA regarding spreading  
17 grounds and the funding thereof.
- 18           d. Acquisition and delivery of Replacement Water.
- 19           e. Standard terms and conditions of Storage Agreements.
- 20           f. Replenishment, replacement and storage limits needed to protect against high  
21 groundwater levels.
- 22           g. Remediation of water quality problems.
- 23           h. Monitoring systems and protocols, including such for groundwater levels.
- 24           i. Monitoring, reporting and verification programs.
- 25           j. Transfers.
- 26           k. Annual budgets.
- 27           l. Financial management.

28

1 m. Reporting to the Court.

2 n. Levying Assessments.

3 7. **Initial Operating Plan.** Within six months of the effective date of this Judgment  
4 Watermaster shall submit to the Court for approval an initial Operating Plan. An outline of the Initial  
5 Operating Plan is attached as Exhibit "G."

6 8. **Annual Review of the Operating Plan.** Watermaster shall review the Operating Plan  
7 at least annually and, subsequent to each such review, submit to the Court for its approval any  
8 proposed amendments or revisions.

9 9. **Replenishment.** PVPA and Pomona historically augmented the Native Safe Yield  
10 within the Four Basins Area through replenishment programs or activities. For many years these  
11 replenishment programs or activities have resulted in the spreading and percolation of native waters  
12 originating in the San Antonio Canyon and Evey Canyon. To the extent such waters have been  
13 historically spread, they comprise a portion of the Safe Yield and Operating Safe Yield subject to  
14 management under this Physical Solution.

15 a. All Replenishment shall be at the direction of the Watermaster.

16 b. At the direction and sole discretion of the Watermaster PVPA shall, pursuant  
17 to the Memorandum of Agreement set forth in Exhibit "C" or any subsequent  
18 amendments thereto, continue to spread such native waters as it receives.

19 c. Unless it is acting for the benefit of another Party pursuant to a Storage and  
20 Recovery Agreement approved by the Watermaster, except for Replacement Water,  
21 all water PVPA spreads, sinks or injects shall be considered Replenishment and shall  
22 comprise a portion of the Operating Safe Yield.

23 d. Although Pomona has no continuing obligation to spread or replenish, all  
24 waters spread in excess of its "historical replenishment" shall not be considered  
25 Replenishment and a part of the Operating Safe Yield of the Four Basins Area. The  
26 "historical replenishment" of Pomona shall be equal to a twelve (12) year annual  
27 average for the twelve (12) years immediately preceding the filing of the complaint  
28

1 (1985-1996), which is determined to be one-hundred and thirty) acre feet. All water  
2 Pomona spreads, sinks or injects, or causes to be spread, sunk or injected (collectively  
3 augmentation) in excess of the historical replenishment shall not be considered a  
4 portion of the Operating Safe Yield, and shall not be allocated among the Parties  
5 pursuant to their Base Annual Production Rights. Pomona shall be entitled to produce  
6 such excess quantity in addition to its Base Annual Production Right under a pre-  
7 approved Storage and Recovery Agreement as provided in Article VIA, Section 10  
8 in a form substantially similar to Exhibit F hereto, which is ordered to be executed by  
9 Watermaster and Pomona within sixty (60) days from the Effective Date.  
10 Measurement of Pomona's rights to recover water under any Storage and Recovery  
11 Agreement shall be administered as follows:

- 12 i. Pomona shall be entitled to recover the amount by which its  
13 augmentation of water over the twelve (12) year period ending with  
14 the current year exceeds 1,560 acre feet.
- 15 ii. If less than twelve (12) years have elapsed since the effective date of  
16 this Judgment, Pomona shall have the right to recover the amount by  
17 which the total number of acre feet of groundwater augmented by  
18 Pomona exceeds one hundred thirty (130) acre feet times the number  
19 of years elapsed.
- 20 iii. The amount in excess of Pomona's historical replenishment may be  
21 recovered by Pomona as provided in the Storage and Recovery  
22 Agreement.

23 **10. Storage and Recovery Pursuant to Storage and Recovery Agreements.**

24 Watermaster may enter a Storage and Recovery Agreement with any Party holding a Base Annual  
25 Production Right or TVMWD so long as the Storage and Recovery of groundwater will not cause an  
26 unreasonably high groundwater table and physical damage. A Storage and Recovery Agreement  
27 shall contain uniform terms and conditions as set forth in the Operating Plan and may also contain  
28

1 special terms and conditions as deemed appropriate by Watermaster. Water that may be stored  
2 pursuant to a Storage Agreement includes any water other than Replenishment Water including  
3 augmentation in excess of historical replenishment as expressly set forth under Article VIB, Section  
4 9.

5       **11. Special Projects.** Any Party may propose for Watermaster approval, special projects  
6 including projects for controlling water levels or for remediation of water quality problems. Any such  
7 proposal shall be accompanied by an analysis that identifies the benefits of the project as well as any  
8 potential adverse impacts on any Party and any proposed mitigation measures. After notice to all  
9 Parties, if any Party files a written objection to the proposed project, Watermaster shall hold a hearing  
10 to determine whether the objections to the proposed project can be resolved. If there are no  
11 objections or if objections are resolved to the satisfaction of the Parties or if Watermaster determines  
12 that the objections are without merit, then Watermaster shall approve the proposed project.  
13 Groundwater produced under authorization as a Special Project shall not be eligible for the accrual  
14 of Carryover Rights unless authorized by Watermaster.

15       **12. Temporary Surplus Groundwater.** From time to time it may be in the best interest  
16 of the Parties, for the control of high groundwater, water quality remediation or other reasons, to  
17 produce groundwater over and above the then declared Operating Safe Yield. Therefore, from time  
18 to time, the Watermaster may declare a Temporary Surplus of groundwater to be available for  
19 production. The Parties' rights to the Temporary Surplus shall be in the same percentages as the Base  
20 Annual Production Right bears to the Operating Safe Yield. A Party's rights to temporary surplus  
21 shall not be eligible for the accrual of Carryover Rights set forth in Article IIIB, Section 2.

22       **C. Guidelines for Operation of the Two Basins Area.** All Production, Replenishment  
23 and Storage and Recovery rights for groundwater in the Two Basins Area are reserved to La Verne.  
24 However, La Verne's Production, Replenishment and Storage and Recovery of groundwater must not  
25 substantially injure other Parties.

26       **1. Replenishment.** La Verne shall have sole and complete discretion in the operation  
27 of Replenishment programs in the Two Basins Area provided that no other Party is substantially  
28

1 injured by the program. La Verne shall provide written notice to Watermaster sixty (60) days in  
2 advance of any Replenishment program being undertaken.

3       **2.       Storage and Recovery.** La Verne shall have sole and complete discretion in the  
4 operation of a Storage and Recovery program in the Two Basins Area provided that no other Party  
5 is substantially injured by the program. La Verne shall provide written notice to Watermaster sixty  
6 (60) days in advance of any Storage and Recovery program being undertaken. La Verne shall  
7 annually report the quantity of groundwater stored pursuant to a Storage and Recovery Program in  
8 the Two Basins Area.

9       **3.       Production.** La Verne shall have sole and complete discretion to produce  
10 groundwater from the Two Basins Area provided that no other Party is substantially injured by such  
11 production. La Verne shall report its groundwater production to the Watermaster on a monthly basis.

12       **VII. ASSESSMENTS**

13       **A.       Ground Rules**

14       **1.       Authorization.** Subject to the continuing supervision of the Court and the limitations  
15 set forth in the Judgment, Watermaster is authorized to levy assessments to fund Replacement Water  
16 acquisition costs, administrative costs and other costs determined by Watermaster to be necessary for  
17 the implementation of the physical solution.

18       **2.       Assessment Spread.** Excluding Replacement Water Assessments, all assessments  
19 levied by the Watermaster shall be spread such that Claremont, Pomona College and TVMWD  
20 (collectively, the "Minor Parties") shall each individually be assessed three and one half (3.5) percent  
21 of the total assessment , and eighty-nine and one half (89.5) percent of the total assessment is spread  
22 among La Verne, Pomona, Upland, San Antonio, West End, ~~Simpson~~ and SCWC (collectively, the  
23 "Major Parties") in proportion to their then-current holdings of Base Annual Production Rights,  
24 provided that for assessments other than for Replacement Water or administration (a) the total amount  
25 spread among Minor Parties shall not exceed sixty-thousand \$60,000, escalated, in any year without  
26 their unanimous consent and (b) the total amount spread among the Major Parties in any year shall  
27 not exceed ten dollars (\$10.00), escalated, per acre foot of their Base Annual Production Rights  
28

1 without their unanimous consent. "Escalated" shall mean an annual adjustment in the specified dollar  
2 value based upon the Consumer Price Index for Southern California in the immediately preceding  
3 Year. No escalation adjustment shall be made until the Judgment has been in effect for twelve  
4 consecutive calendar months. PVPA shall not have any obligation to pay any assessments.

5 **3. Administrative Assessment.** Watermaster is authorized to levy an annual assessment  
6 that is sufficient to fund the costs of administering the Judgment. The administrative assessment shall  
7 not exceed the cost of Watermaster's administrative budget and shall be due and payable according  
8 to a schedule established by Watermaster. The administrative assessment for the first Year following  
9 entry of Judgment shall be \$8.00 <sup>per AF</sup> and shall be due and payable on January 15, 1999. Late payment  
10 shall bear an interest penalty to be established annually by Watermaster. (*escalated?*)

11 **4. Replacement Water Assessments.** To the extent Watermaster must acquire and  
12 recharge the groundwater with Replacement Water pursuant to the terms of this Judgment, in order  
13 to fund the costs thereof, Watermaster is authorized to levy Replacement Water Assessments.  
14 Replacement Water Assessments levied against any Party shall be sufficient to pay the costs to  
15 replace such Party's production in excess of the sum of such Party's share of the Operating Safe Yield,  
16 any Carryover Right or Transfers and any storage recovery, Production of Temporary Surplus or  
17 pursuant to Special Project authorization, during the prior Year, minus any Replacement Water  
18 provided to Watermaster by the Party. Any Replacement Water Assessment shall be paid within  
19 sixty (60) days from the date of the written invoice from Watermaster.

## 20 **VIII. DISPUTE RESOLUTION**

21 **A. Entity for Resolution of Dispute.** All disputes arising under this Judgment initially  
22 shall be submitted to Watermaster for resolution in accordance with the provisions of this Article.

23 **B. Determination Regarding Substantial Injury.** Any Party having a right to be  
24 protected against "substantial injury" caused by any other Party; the right to proceed so long as not  
25 causing substantial injury to another party; or any other claim, right or remedy against any other  
26 Party arising under the provisions of this Judgment may file a written request with the Watermaster  
27 to hold a hearing.

28

1           C.     Notice and Hearing. Upon receipt of the written request, Watermaster shall provide  
2 written notice to each Party which generally describes the nature of the dispute. Thereafter,  
3 Watermaster shall cause an item to be placed on the agenda for the next regularly scheduled meeting  
4 of the Watermaster or if requested by the moving Party, call a special meeting for the purpose of  
5 providing a full hearing of the dispute and providing the interested Parties with notice and  
6 opportunity to be heard. No later than 30 days following the conclusion of the hearing(s)  
7 Watermaster shall issue a written decision which is dispositive of the dispute and which is supported  
8 by written findings. Any Party may seek review of an adverse decision of the Watermaster in  
9 accordance with the provisions of Article IX.

10 **IX.    ADDITIONAL PROVISIONS**

11           A.     Procedure

12           1.     Designation of Address for Notice and Service. Each Party shall designate the name  
13 and address to be used for purposes of all subsequent notices and service herein, either by its  
14 endorsement on the Stipulation for Judgment or by a separate designation to be filed within thirty  
15 (30) days after Judgment has been entered. Said designation may be changed from time to time by  
16 filing a written notice of such change with Watermaster. Any Party desiring to be relieved of  
17 receiving notices of Watermaster activity may file a waiver of notice on a form to be provided by  
18 Watermaster. Watermaster shall maintain at all times a current list of Parties to whom notices are  
19 to be sent and their address for purposes of service. Watermaster shall also maintain a full current  
20 list of names and addresses of all Parties or their successors, as filed herein. Copies of such lists shall  
21 be available to any person. If no designation is made, a Party's designee shall be deemed to be, in  
22 order of priority: (i) the Party's attorney of record; (ii) if the Party does not have an attorney of  
23 record, the Party itself at the address on the Watermaster list.

24           2.     Service of Documents. Delivery to or service upon any Party by Watermaster, by any  
25 other Party, or by the Court, of any document required to be served upon or delivered to a Party under  
26 or pursuant to this Judgment shall be deemed made if made by deposit thereof (or by copy thereof)

27  
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1 in the mail, first class postage prepaid, addressed to the designee of the Party and at the address  
2 shown in the latest designation filed by that Party.

3       **3.       Recordation of Notice.** Within sixty (60) days following entry of this Judgment,  
4 Watermaster shall record in the office of the County Recorder of the Los Angeles and San Bernardino  
5 Counties a notice substantially complying with the notice content requirements set forth in *Section*  
6 *2529 of the California Water Code* as it exists on the Effective Date.

7       **4.       Judgment Binding on Successors.** Subject to specific provisions hereinbefore  
8 contained, this Judgment and all provisions thereof are applicable to and binding upon and inure to  
9 the benefit of not only the Parties to this action, but also to their respective heirs, executors,  
10 administrators, successors, assigns, lessees, licensees and to the agents, employees and attorneys in  
11 fact of any such Persons.

12       **5.       Costs.** No Party stipulating to this Judgment shall recover any costs or attorneys fees  
13 in this proceeding from another stipulating Party. In any future proceedings, the costs of notice or  
14 service, shall be levied in accordance with the provisions of Article XIA, Section 6.

15       **6.       Review Procedures.** Any action, decision, rule or procedure of Watermaster pursuant  
16 to this Judgment shall be subject to review by the Court on its own motion or on timely motion by  
17 any Party, as follows:

18               **a.       Effective Date of Watermaster Action.** Any order, decision or action of  
19 Watermaster pursuant to this Judgment on noticed specific agenda items shall be deemed to have  
20 occurred on the date of the order, decision or action.

21               **b.       Notice of Motion.** Any Party may, by a regularly noticed motion, petition the  
22 Court for review of Watermaster's action or decision pursuant to this Judgment. The motion shall  
23 be deemed to be filed when a copy, conformed as filed with the Court, has been delivered to  
24 Watermaster together with the service fee established by Watermaster sufficient to cover the cost to  
25 photocopy and mail the motion to each Party. Watermaster shall prepare copies and mail a copy of  
26 the motion to each Party or its designee according to the official service list which shall be  
27 maintained by Watermaster according to Article XIA, Section 1, a Party's obligation to serve notice  
28

1 of a motion upon the Parties is deemed to be satisfied by filing the motion as provided herein. Unless  
2 ordered by the Court, any such petition shall not operate to stay the effect of any Watermaster action  
3 or decision which is challenged.

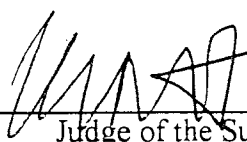
4 c. **Time for Motion.** A motion to review any Watermaster action or decision  
5 shall be filed within ninety (90) days after such Watermaster action or decision, except that motions  
6 to review Watermaster Assessments hereunder shall be filed within thirty (30) days of mailing of  
7 notice of the Assessment.

8 d. **De Novo Nature of Proceeding.** Upon filing of a petition to review  
9 Watermaster action, the Watermaster shall notify the Parties of a date when the Court will take  
10 evidence and hear argument. The Court's review shall be de novo and the Watermaster decision or  
11 action shall have no evidentiary weight in such proceeding.

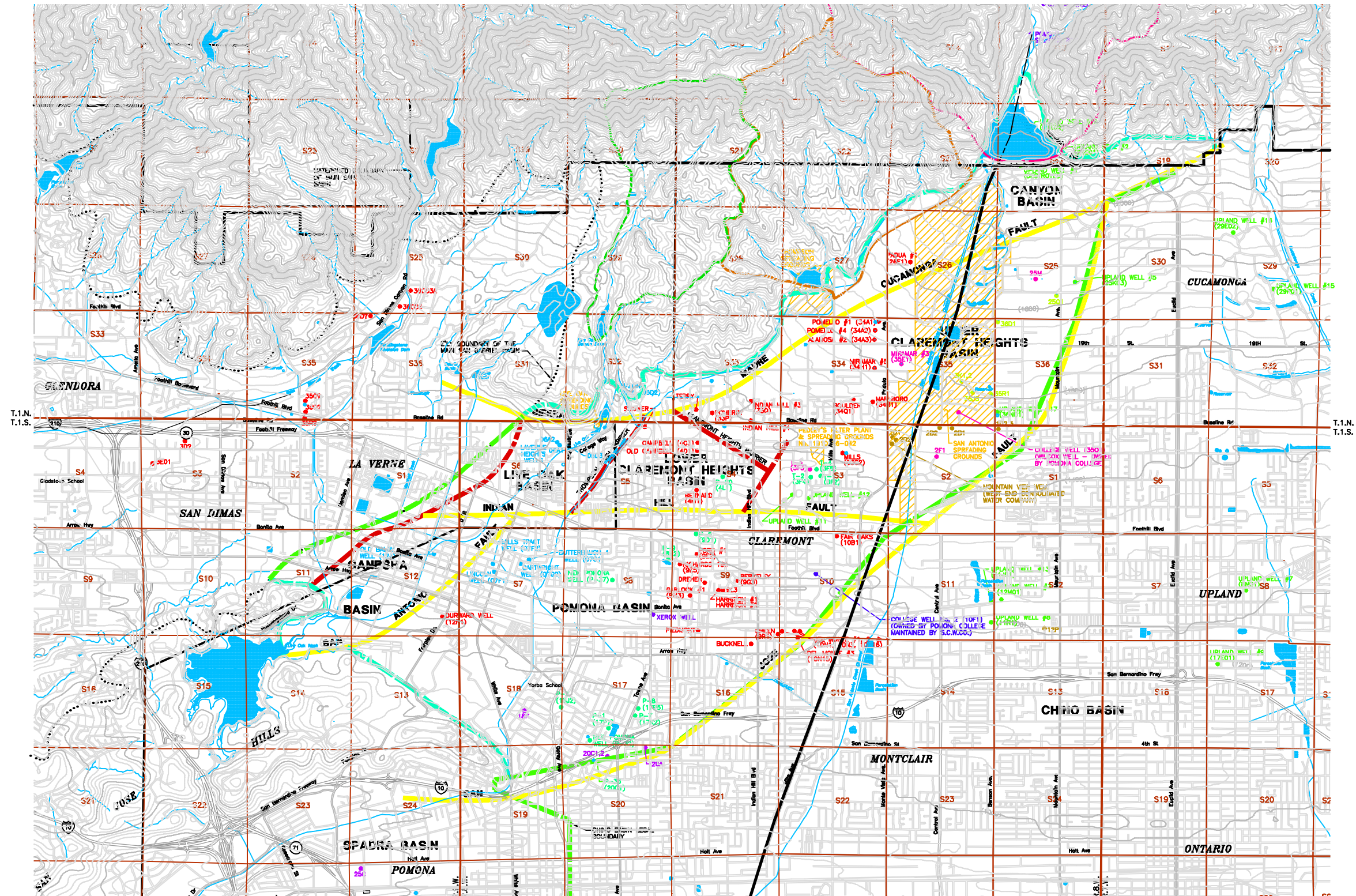
12 e. **Payment of Assessments.** Payment of Assessments levied by Watermaster  
13 hereunder shall be made when due, notwithstanding any motion for review of Watermaster action,  
14 decision, rules or procedures, including review of Watermaster Assessments.

15  
16 B. **Entry of Judgment.** The Clerk shall enter this Judgment.

17  
18 Dated: DEC 18 1998 1998.

19   
20 \_\_\_\_\_  
21 Judge of the Superior Court  
22 **WILLIAM J. McVITTIE**

23  
24  
25  
26  
27  
28



T.1.N.  
T.1.S.

T.1.N.  
T.1.S.

**LEGEND**

- THOMPSON CREEK WATERSHED BOUNDARY
- LIVE OAK WATERSHED BOUNDARY
- SAN ANTONIO WATERSHED BOUNDARY
- FAULT LINE
- LEGAL BOUNDARY OF ADJACENT BASIN
- GEOLOGIC FEATURE
- ALLUVIUM BOUNDARY
- MAIN SAN GABRIEL BASIN WATERSHED BOUNDARY
- MAIN SAN GABRIEL BASIN
- GROUNDWATER RECHARGE FACILITY



SCALE: 1" = 2000'

**CITY OF UPLAND WELLS**

18J02	WELL AND NUMBER
24L1	UPLAND WELL #1 (DESTROYED)
24E02	UPLAND WELL #1A
24E01	UPLAND WELL #2
12M01	UPLAND WELL #3 (INACTIVE)
25K03	UPLAND WELL #5
8N01	UPLAND WELL #7
11R1	UPLAND WELL #8 (INACTIVE)
17E01	UPLAND WELL #9
3M3	UPLAND WELL #11 (DESTROYED)
3M1	UPLAND WELL #12 (DESTROYED)
11J01	UPLAND WELL #13 (INACTIVE)
29P01	UPLAND WELL #15
29E02	UPLAND WELL #16
38N01	UPLAND WELL #17

**SAW.C. WELLS**

18J02	WELL AND NUMBER
2501	SAWC WELL #17 (INACTIVE)
35R1	SAWC WELL #25 (INACTIVE)
35L3	SAWC WELL #26
3K1,2	SAWC WELL #27 (INACTIVE)
38D1	SAWC WELL #28 (INACTIVE)

**CITY OF POMONA WELLS**

18J02	WELL AND NUMBER
17P7	P-1
18J2	P-3
17K2	P-7
17R5	P-8
8H2	P-9
9D1	P-13
4L1	P-20
17P3	P-32
20C1	P-33
8F1	P-37
3F2	T-1
3F4	T-2
3F3	T-3
3F5	T-4

**SIMPSON PAPER CO. KEY MONITORING WELLS**

18J02	WELL AND NUMBER
18K	WELL 5
20A	WELL 1
20C1	WELL 2A
20C2	WELL 2B
29C	WELL 3

**S.C.W.Co. WELLS**

18J02	WELL AND NUMBER
34A3	ALAMOSA #2
9G3	BERKELEY
4M1	BERNARD
34D1	BOULDER
4C3	CAMPBELL
3501	COLLEGE WELL
10N1	DEL MONTE #1
10N3	DEL MONTE #2
10N15	DEL MONTE #3
10N16	DEL MONTE #4
9F	DREHER
12R1	DURWARD WELL
10B1	FAIR OAKS
9E2	FORD #1

**KEY MONITORING WELLS**

18J02	WELL AND NUMBER
12M01	UPLAND WELL #3
2F1	ML VIEW #4
35E1	MIRAMAR #3
35C1	COLLEGE WELL No. 1
3F3	T-3

**W.E.C.W.C. WELLS**

18J02	WELL AND NUMBER
9M3	GARLOCK #1
9R1	GREEN
9L3	HARRISON #1
9L2	HARRISON #2
33Q	INDIAN HILL #3
34R1	MARLBORO
3Q2	MILLS #1
33E1	MIRAMAR #3
34H1	MIRAMAR #5
28E1	PADUA #1
34A1	POWELLO #1
34A2	POWELLO #4
33P	POWEROY
9E5	RICHARDS 180

**POMONA COLLEGE**

18J02	WELL AND NUMBER
3501	COLLEGE WELL No. 1
10F1	COLLEGE WELL No. 2

**CITY OF LAVERNE WELLS**

18J02	WELL AND NUMBER
07G2	CARTWRIGHT
07F1	LINCOLN
05D2	MALONE 2 (INACTIVE)
07F2	MILLS TRACT
12A	OLD BALDY
08A2	LAVERNE HEIGHTS 1
08A1	LAVERNE HEIGHTS 2
05D3	LAVERNE HEIGHTS 3
07G1	BUTTERBAUGH 1 (DESTROYED)

PREPARED BY:

(626) 357-0588

**SIX BASINS AREA**

**FINAL BOUNDARY MAP**

DESIGN: JM/MR	CHECKED: WDB	SCALE: 1" = 2000'
DRAWN: PWH	J.N. 97106	SHEET 1 OF 1

EXHIBIT 'A'

## EXHIBIT B

### DESCRIPTION OF SIX BASINS AREA

The Six Basins Area lies between the San Jose Hills on the south, the Chino Basin on the east, the San Gabriel Mountains on the north and the Main San Gabriel Basin on the west. The boundaries of the Main San Gabriel Basin are set forth in the Judgment in the case of the *Upper San Gabriel Valley Municipal Water District vs. City of Alhambra, et al.*, Superior Court of the State of California, Los Angeles County, Case No. 924128, and the boundaries of the Chino Basin are set forth in the Judgment in the case of *Chino Basin Municipal Water District vs. City of Chino, et al.*, Superior Court for the State of California, San Bernardino County, Case No. 164327. The Area consists of six interconnected groundwater basins. Each basin consists of all alluvium or other water-bearing formations lying beneath the surface of the basin. The approximate boundaries of the surface of each basin are shown on EXHIBIT A and are described generally as follows:

**Canyon Basin.** The surface of the Canyon Basin is bounded on the south and east by the surface trace of the Sierra Madre/Cucamonga Fault and on the north and west by the surface trace of the bedrock/alluvium interface between (a) the point of intersection in Township 1 North, Range 8 West, Section 31, SBB&M, of the Sierra Madre/Cucamonga Fault with easterly boundary of the Main San Gabriel Basin and (b) the point of intersection in Township 1 North, Range 8 West, Section 20, SBB&M, of the Sierra Madre/Cucamonga Fault with the San Gabriel Mountains. The northernmost extent of the bedrock/alluvium interface is assumed to be at the southern boundary of Township 1 North, Range 8 West, Section 13, SBB&M in San Antonio Canyon.

**Upper Claremont Heights Basin.** The surface of the Upper Claremont Heights Basin is bounded on the south by the surface trace of the Indian Hill Fault, on the east by the westerly boundary of the Chino Basin, on the north by the surface trace of the Sierra Madre/Cucamonga Fault and on the west by the surface trace of the Claremont Heights Barrier.

**Lower Claremont Heights Basin.** The surface of the Lower Claremont Heights Basin is bounded on the south by the surface trace of the Indian Hill Fault, on the east by the surface trace of the Claremont Heights Barrier, on the north by the surface trace of the Sierra Madre/Cucamonga Fault on the west by the surface trace of the Thompson Wash Barrier.

**Live Oak Basin.** The surface of the Live Oak Basin is bounded on the south by the surface trace of the Indian Hill Fault, on the east by the surface trace of the Thompson Wash Barrier, on the north by the surface trace of the Sierra Madre/Cucamonga Fault and on the west by the easterly boundary of the Main San Gabriel Basin.

**Ganesha Basin.** The surface of the Ganesha Basin is bounded on the south and east by the surface of the San Antonio Fault, on the north surface trace of the Indian Hill Fault, and on the west by easterly boundary of the Main San Gabriel Basin and by the surface trace of the bedrock/alluvium interface between (a) the point of intersection in Township 1 South, Range 9 West, Section 11, SBB&M, of the easterly boundary of the Main San Gabriel Basin with the San Jose Hills and (b)

the point of intersection in Township 1 South, Range 9 West, Section 14, SBB&M, of the surface trace of the San Antonio Fault with the San Jose Hills.

**Pomona Basin.** The surface of the Pomona Basin is bounded on the south by the surface trace of the bedrock/alluvium boundary between (a) the intersection in Township 1 South, Range 9 West, Section 14, SBB&M, of the surface trace of the San Antonio Fault with the San Jose Hills and (b) the intersection in Township 1 South, Range 8 West, Section 19, SBB&M, of the boundary of the Chino Basin, on the north by the surface trace of the Indian Hill Fault on the west by the surface of the San Antonio Fault.

1 MEMORANDUM OF AGREEMENT  
2 BETWEEN THE POMONA VALLEY PROTECTIVE ASSOCIATION  
3 AND WATERMASTER OF THE SIX BASINS RELATING TO  
4 WATER SPREADING AND RELATED ACTIVITIES  
5

6 THE AGREEMENT, made, entered into, and executed as of this \_\_\_ day of \_\_\_\_\_,  
7 1999, by and between the Pomona Valley Protective Association ("PVPA"), and Watermaster of the  
8 Six Basins ("Watermaster"), relating to water spreading and related activities in connection with the  
9 Canyon Basin, the Upper Claremont Height Basin, the Lower Claremont Heights Basin, the Live  
10 Oak Basin, the Ganesha Basin and the Pomona Basin (collectively, the "Six Basins").

11 RECITALS

12 WHEREAS, the rights to groundwater in connection with the Six Basins were adjudicated  
13 by the court in an action entitled "*Southern California Water Company v. City of La Verne, et al.*,"  
14 Case No. KC029152 in the Superior Court of the State of California, County of Los Angeles, (the  
15 "Judgment"); and

16 WHEREAS, the Judgment requires the Watermaster to determine annually an Operating Safe  
17 Yield of the Six Basins and to develop an Operating Plan, which will include the monitoring and  
18 direction of all production, replenishment, replacement and storage of groundwater in the Six  
19 Basins; and

20 WHEREAS, PVPA, a California corporation, formed in 1910 by various water interests in  
21 Pomona Valley, engages in water conservation activities for the benefit of its shareholders, which  
22 include the City of Upland, Southern California Water Company, the City of Pomona, Simpson  
23 Paper Co., Pomona College, the San Antonio Water Company, and the West End Water Company;  
24 and

25 WHEREAS, PVPA owns certain real property in and around the Six Basins area primarily  
26 consisting of two spreading grounds: the San Antonio Spreading Grounds and the Thompson Creek  
27 Spreading Grounds together with appurtenant diversion and conveyance facilities (the "Spreading  
28 Grounds" herein); and

1 WHEREAS, in connection with its water conservation activities, PVPA has conducted  
2 several technical studies of the Six Basins including the development of a numerical groundwater  
3 model which assists in the prediction of the Six Basins' response to PVPA's spreading activities, and  
4 is used to control the groundwater resources for the Six Basins and to mitigate high groundwater in  
5 the Six Basins; and

6 WHEREAS, the parties to the Judgment have conducted additional studies including the  
7 enhancement and refinement of the PVPA groundwater model.

8 NOW, THEREFORE, in consideration of mutual promises, agreements, and covenants of  
9 Watermaster and PVPA collectively referred to herein as "the Parties" agree as follows:

10 **I. DEFINITIONS**

11 A. The Judgment defines certain important terms. Except as to the definitions provided  
12 in this Agreement, the terms used in this Agreement which have been defined in the Judgment shall  
13 have the meaning set forth in the Judgment and the definitions set forth in the Judgment are  
14 incorporated herein by this reference

15 B. "Emergency" shall mean a sudden event which threatens life or property.

16 C. "Models" shall mean the spreadsheet and the basin wide models used by PVPA in  
17 development of an Operating Plan and any subsequent version or improvement thereof.

18 D. "Parties" written with an upper case P, refer to the Watermaster and to PVPA.  
19 Parties written with a lower case p, refer to the parties to the Judgment as defined therein.

20 **II. SPREADING GROUNDS AND SPREADING OPERATIONS**

21 A. Watermaster Direction and PVPA Reservation. PVPA shall use and operate the  
22 Spreading Grounds primarily for the spreading of replenishment, replacement and storage water  
23 under the direction of the Watermaster Plan. PVPA reserves the right to use the Spreading Grounds  
24 for other lawful activities consistent with its water spreading activities so long as doing so does not  
25 impair PVPA's ability to spread replenishment water in quantities substantially comparable to  
26 historic quantities.

27 B. Impossibility and related defenses. PVPA shall not be liable, in breach or in default  
28 of the Agreement if PVPA is unable, either temporarily or permanently, to perform its obligations

1 under the Agreement for reasons beyond PVPA's reasonable control, including but not limited to,  
2 acts of God, eminent domain, impossibility or impracticability of performance, interference of a  
3 third party and natural disasters, including without limitation, floods, earthquakes, and fires.

4 C. PVPA Discretion. PVPA shall have discretion to make operational decisions in  
5 discharging its obligation hereunder within the scope of Watermaster direction.

6 D. Common conditions of spreading. In addition to the direction of Watermaster PVPA  
7 shall spread replenishment, replacement or storage waters subject to the following conditions.

8 1. Cessation of Spreading for Emergencies. PVPA reserves the right to cease  
9 spreading at any time, without prior notice to Watermaster if, in the discretion of PVPA, such action  
10 shall be warranted by, and in connection with, any emergency condition. PVPA will give  
11 Watermaster immediate notice of any such cessation.

12 2. Water Quality. PVPA bears no responsibility for the quality of replenishment,  
13 replacement or storage water or the impacts of spreading such water upon water quality of the Six  
14 Basins.

15 3. High Groundwater. PVPA bears no responsibility for high groundwater due  
16 to any spreading of replenishment, replacement or storage water.

17 4. Rejected water. PVPA bears no responsibility for loss of replenishment,  
18 replacement or storage water which is rejected or otherwise lost.

19 5. Measurement and Reporting. Watermaster shall provide adequate measuring  
20 devices to measure the spreading of replenishment, replacement and storage waters and any such  
21 water rejected or lost. PVPA will keep, maintain and furnish to Watermaster on a monthly basis,  
22 records of the quantities of replenishment waters spread and rejected.

23 6. Record of Deliveries and Spreading. Watermaster shall keep, maintain and  
24 furnish to PVPA records of the quantities and quality of replacement or storage waters delivered  
25 within 30 days following delivery of such waters. PVPA shall keep, maintain, and furnish to  
26 Watermaster the quantities of replacement and storage waters spread within 30 days following  
27 delivery of such water together with an estimate of the quantities of water bypassing the spreading  
28 facilities, if any.

1           7.     Compensation. Subject to review by the court under its continuing  
2 jurisdiction in Case No. KC029152, Watermaster shall pay PVPA's actual, reasonable and necessary  
3 costs incurred by PVPA in spreading replenishment, replacement and storage water. PVPA will  
4 bill Watermaster such costs on a quarterly basis and such bill will include a reasonably detailed  
5 accounting of such costs under generally accepted accounting principles (GAAP). Payment is due  
6 upon billing. PVPA's costs may be subject to review or audit by an outside accounting firm selected  
7 and paid by Watermaster (within thirty days following billing). Within thirty (30) days following  
8 billing, Watermaster shall either contest the billing or accept said billing.

9           E.     Replenishment water. In addition to the above, PVPA shall spread replenishment  
10 water as it becomes available. PVPA has no control over the availability of replenishment waters  
11 and is under no obligation to spread any specific quantity of replenishment water.

12          F.     Replacement Water. In addition to the above, PVPA shall spread Replacement  
13 Water on the Spreading Grounds under the following terms and conditions. Pursuant to the  
14 Judgment, only qualified parties under the Judgment may store water in the Six Basins upon entry  
15 into a Storage and Recovery Agreement with Watermaster. Upon request, PVPA shall spread  
16 storage water under the following terms and conditions:

17           1.     Terms of Delivery. Watermaster shall deliver and PVPA shall spread storage  
18 water under the same terms and conditions as replacement waters.

19           2.     Replacement Water Flows. PVPA will assist Watermaster in determining the  
20 allowable daily rates and the duration of replacement water deliveries, based upon conditions  
21 existing from time to time, including any unused capacity available at and in PVPA spreading  
22 facilities.

23           3.     Notice of New or Changed Replacement Water Flows. Watermaster, at least  
24 seven (7) days prior to any anticipated delivery of replacement water, shall notify PVPA that water  
25 will be available for transport and spreading and shall give PVPA at least forty-eight (48) hours  
26 notice of any anticipated change in previously established flow rates of delivery for such water.

27           4.     Spreading Grounds Limitations. PVPA may require changes in delivery flow  
28 rates when, in PVPA's opinion, continued spreading (in whole or in part) cannot be carried out

1 hereunder due to operational and/or maintenance problems, including, but not limited to, trespassing,  
2 insect infestations, scarification, weed abatement, and/or construction in or at PVPA's conveyance  
3 and spreading facilities. When it is reasonable to do so, PVPA will give Watermaster at least twenty-  
4 four (24) hours' notice of any such changes.

5 **III. OWNERSHIP AND IMPROVEMENTS OF SPREADING GROUNDS**

6 A. No Dedication. Nothing in this Agreement shall be construed as a dedication of the  
7 PVPA Spreading Grounds or its facilities to Watermaster, the other parties to the Judgment, or to  
8 the public use or benefit. The spreading grounds and appurtenant facilities are, and remain, the sole  
9 property of PVPA. PVPA may sell, lease, or otherwise dispose of portions of its spreading grounds  
10 at its own discretion but not inconsistent with this Agreement.

11 B. Spreading Grounds Improvements. Nothing in this Agreement obligates or otherwise  
12 requires PVPA to construct new or additional facilities in connection with its spreading operations.  
13 PVPA may at its discretion construct new or additional facilities. Watermaster may propose  
14 improvements to PVPA's spreading grounds and facilities at its own expense.

15 C. Condemnation. Watermaster agrees to and does waive and disclaim any interest in  
16 any award or settlement which may be made in any proceeding in eminent domain concerning all  
17 or part of the Spreading Grounds whether the taking be total or partial, or for easement purposes.  
18 If the taking be such as to render the Spreading Grounds totally unfit and unsuitable for the above  
19 use, then, pursuant to Paragraph II,<sup>B</sup>~~A~~ PVPA is not in default or breach.

20 **IV. GROUNDWATER MODEL**

21 A. License for use. PVPA grants Watermaster a license to use its Spreadsheet Models  
22 pursuant to the terms and conditions of this agreement for the development of an Operating Plan.  
23 In developing the initial operating plan, Watermaster has used PVPA's Groundwater Models. In  
24 developing subsequent operating plans or revising such plans, Watermaster shall use PVPA's  
25 Groundwater Models and any subsequent version or improvement thereof, or other criteria at  
26 Watermaster's discretion.

27  
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1           1.     Custody of the PVPA's Groundwater Models. Watermaster shall have  
2 physical custody of a copy of the model. However, PVPA shall have the right to access the Models  
3 for any purpose which is not inconsistent with the Judgment or the direction of the Watermaster.

4           2.     Updates to Model.

5  
6 Said license shall include, following consultation with PVPA, the right to make changes,  
7 modifications, improvements, updates, or refinements in or to PVPA's Groundwater Model at the  
8 sole expense of Watermaster and without any contribution from PVPA.

9           B.     Terms and Conditions. For daily operations, Watermaster shall be responsible for  
10 keeping, maintaining and reporting on the data base necessary for use of PVPA's Groundwater  
11 Models. Watermaster shall collect water level and quality data necessary, including key well levels  
12 and rainfall data, to use the Groundwater Models to implement the Physical Solution. Watermaster  
13 shall provide this data to PVPA by the fifteenth day of each month. PVPA shall provide  
14 Watermaster readings of replenishment water spread, on a daily basis. PVPA then shall provide  
15 Watermaster with a monthly report on available storage and water levels of monitoring wells.

16           1.     Compensation. PVPA grants Watermaster this license at no cost other than  
17 the continuing costs which may be incurred by PVPA as a result of Watermaster operating the  
18 Models.

19           2.     No Warranty. PVPA makes no warranty and disclaims all warranties  
20 regarding PVPA's Groundwater Model and its subsequent updates or improvements.

21           3.     Field Conditions. PVPA shall report to Watermaster any field conditions that  
22 may have an impact on Spreading Operations.

23           **V.     INDEMNIFICATION**

24           A.     Watermaster Obligations. To the extent which is allowed by law, Watermaster shall  
25 indemnify and hold harmless, PVPA, its officers, directors, employees, agents, and representatives  
26 against any and all claims, demands, costs, and/or liabilities due to, or arising from any act or  
27 omission by PVPA, its officers, directors, employees, or agents arising from any activities not  
28 connected with the spreading of water under the direction of Watermaster.

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**VI. INSURANCE**

A. Subject to the above, PVPA shall obtain and maintain during the term of this Agreement the following insurance policies:

1. General Liability Insurance: PVPA shall maintain general liability insurance for bodily injury, property damage, personal injury, errors and omissions, and if practicable, flooding. The insurance shall be on an occurrence basis. The policy limits shall be at least \$1,000,000.

2. Property: PVPA shall obtain insurance to provide for replacement of real and personal property owned by PVPA in the event of loss by fire, flood or vandalism. This insurance shall be provided on an occurrence basis and the policy limits shall be at least \$1,000,000.

**VII. MISCELLANEOUS PROVISIONS**

A. Effective Date. This Agreement shall not be effective until executed by the Parties and approved by the court upon motion of Watermaster in said action in Case No. KC029152.

B. Written Amendments. This Agreement may only be modified, amended, or supplemented by a subsequent writing executed by each Party hereto and approved by the Court with jurisdiction in Case No. KC029152.

C. Choice of Law. This Agreement shall be governed by and interpreted under the laws of the State of California.

D. Delivery of Notices. All notices permitted or required under this Agreement shall be addressed to the representative Parties at the following address, or such other address as the respective Parties may provide in writing for this purpose:

PVPA: President  
Pomona Valley Protective Association  
414 Yale Avenue, Suite H  
Claremont, California 91711

Six Basins Watermaster As may be designated by Watermaster

1           Such Notices shall be deemed made when personally delivered or, when mailed, forty-eight  
2 (48) hours after deposit in the U.S. mail, first class postage pre-paid and addressed to the Party at  
3 its applicable address.

4           E.     Successors and Assigns. This Agreement is binding on and shall inure to the benefit  
5 of the Parties, their respective successors in interest and assigns.

6           F.     Assignment. No Party shall have the right to assign its rights or delegate any of its  
7 obligations hereunder without the express written consent of the other Party.

8           G.     Construction. Each Party and/or its respective counsel has taken part in the  
9 negotiation, drafting, and preparation of this Agreement, and, therefore, any ambiguity or  
10 uncertainty in this Agreement shall not be construed against any Party. To ensure that this  
11 Agreement is not construed against any Party, the Parties expressly agree that any common law or  
12 statutory provision providing that an ambiguous or uncertain term will be construed against the  
13 drafter of an Agreement is waived and shall not apply to the construction of this Agreement.

14           H.     Entire Agreement. This Agreement embodies the entire and final Agreement and  
15 understanding of the Parties pertaining to the subject matter of this Agreement, and supersedes all  
16 prior Agreements, understandings, negotiations, representations, and discussions pertaining to that  
17 subject matter, whether verbal or written, of the Parties. The Parties acknowledge that there are no  
18 representations, promises, warranties, conditions, or obligations of any Party, or counsel (or any  
19 Party), pertaining to that subject matter other than is contained in this Agreement, and that no Party  
20 has executed this agreement in reliance on any representation, promise, warranty, condition, or  
21 obligation, other than is contained in this Agreement.

22           I.     Execution. The Parties to this Agreement acknowledge that they have executed this  
23 Agreement voluntarily and without any duress or undue influence. The Parties further acknowledge  
24 that they (1) have been represented by counsel of their own choice in connection with the  
25 negotiation and execution of this Agreement, or have been advised to seek independent counsel of  
26 their own choice prior to executing this agreement; (2) have read this Agreement in its entirety; and  
27 (3) have entered into this Agreement of their own volition and not as a result of any representations  
28 or advice by other Party or counsel for any other Party.

1 J. Counter Parts. This Agreement may be executed in one or more counterparts, each  
2 of which shall be deemed an original, but all of which together shall constitute one and the same  
3 instrument. This agreement shall become effective and binding immediately upon its execution by  
4 both Parties. This Agreement consists of nine (9) pages, including the signature page.

5 K. Termination. Upon motion made by either Party to this Agreement in accordance  
6 with the procedures set forth in Article IX, Section A of the Judgment and approval of the Court,  
7 this Agreement shall be terminated.

8  
9 DATED: \_\_\_\_\_ WATERMASTER

10  
11 \_\_\_\_\_  
12 By:

13  
14 DATED: \_\_\_\_\_ POMONA VALLEY PROTECTIVE ASSOCIATION

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16 \_\_\_\_\_  
17 By:

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### EXHIBIT D

BASE ANNUAL GROUNDWATER PRODUCTION IN EACH BASIN, 1985- 1996  
AND TOTAL BASE ANNUAL GROUNDWATER PRODUCTION, 1985- 1996  
FOR EACH PARTY, AND EACH PARTY'S PERCENTAGE OF THE AGGREGATE OPERATING SAFE  
YIELD FOR THE CANYON, UPPER CLAREMONT HEIGHTS, LOWER CLAREMONT HEIGHTS AND POMONA BASINS

Party	<u>Base Annual Production, Acre Feet per Year</u>					Percentage of Aggregate Operating Safe Yield
	Canyon Basin Basin	Upper Claremont Heights Basin	Lower Claremont Heights Basin	Pomona Basin	Total	
City of La Verne	0	0	0	1,492	1,492	7.731
City of Pomona*	0	1,234	961	1,128	3,323	17.218
Simpson Paper	0	0	0	691	691	3.580
Southern Cal. Water Co.	56	2,895	107	3,647	6,705	34.741
City of Claremont	0	267	0	268	535	2.772
Pomona College	0	357	0	0	357	1.850
City of Upland	408	1,434	0	0	1,842	9.544
West End Consolidated Water Company	0	2,972	0	0	2,972	15.399
San Antonio Water Company	0	1,383	0	0	1,383	7.166
<b>TOTAL</b>	<b>464</b>	<b>10,542</b>	<b>1,068</b>	<b>7,226</b>	<b>19,300</b>	<b>100.000%</b>

\* Pomona shall have the right to produce an additional 109 acre feet of groundwater per year subject to the following:

(a) Pomona shall provide at least 436 acre feet of recycled water to the property presently designated by the Los Angeles County Assessor as Assessor's Parcel Nos. 834-800-8001, 834-800-8002, 834-800-8009, 834-800-5013 and 834-800-6001.

(b) Pomona's additional production right shall be added to its Base Annual Production Right and shall be subject to all provisions of the Judgment relating to Base Annual Production Rights; provided however, such additional right shall not be subject to transfer or the water produced delivered for use outside the Pomona service area.

(c) To the extent in any year Pomona provides less than 436 acre feet of recycled water to the above described property, the additional right of Pomona shall be reduced to an amount equal to one fourth (1/4) of the amount of recycled water provided. However, no reduction shall occur to the extent the failure to deliver recycled water is the result of sudden occurrences such as storms, floods, fires, earthquakes, accidents or unexpected equipment outage) or acts or omissions of the Los Angeles County Sanitation District which impair the ability of Pomona to make recycled water deliveries.

## EXHIBIT E

### DESCRIPTION OF REPLENISHMENT PROGRAMS

#### **San Antonio Spreading Grounds**

Owned and operated by the Pomona Valley Protective Association (PVPA), this private facility is comprised of 600 acres of spreading grounds on both the east and west sides of San Antonio channel. The grounds consist of ditches, check levees, gates, metering stations, shallow basins and deep basins. The primary source of water for this facility is from San Antonio Creek by way of controlled releases from San Antonio Dam which is owned and operated by the U.S. Army Corps of Engineers. Water is released from the dam directly into San Antonio Flood Control Channel. Upon entering the channel, water is diverted into an underground basin where control gates allow regulated flow onto the spreading grounds. Additional sources of water include uncontrolled surface flows from adjacent properties in San Bernardino and Los Angeles Counties. The Corps coordinates its releases with PVPA. Four metering stations are used for flow measurements, and a series of ditches, check levees, gates and appurtenances allow the water to be directed into shallow and deep basins. Since 1896, PVPA has regularly spread water at its facility.

#### **Thompson Creek Spreading Grounds**

Owned and maintained by PVPA, this private facility is comprised of approximately 53 acres of spreading grounds south of Thompson Creek Dam and east of Thompson Creek. PVPA operates this facility with the cooperation of the Los Angeles County Flood Control District. The grounds consist of ditches, check levees, gates, shallow and deep basins. The sources of water for this facility are Cobal, Williams, Palmer, and Padua Creeks which are diverted to the grounds by PVPA with the cooperation of the Los Angeles County Department of Public Works through the Palmer Diversion. Surface runoff is diverted onto the grounds by way of Chicken Creek through a diversion located directly north of the grounds. PVPA's facility can also receive water from Thompson Creek Dam when the reservoir exceeds the elevation of 1625 feet above sea level. Since 1918, PVPA has spread water at this facility.

#### **Pomona Spreading Grounds**

Owned and operated by the City of Pomona, this facility is comprised of 8 acres of spreading grounds adjacent to the City's Pedley Water Treatment Plant. The City acquired this property in October 1926. The present deep basin configuration of the facility was completed in 1957. The source of water for this facility is San Antonio Creek water delivered through the Loop Merserve Canyon Water Company pipeline and Evey Canyon water. This facility also receives some local runoff. Water has been spread in this vicinity on and off since about 1897.

#### **Live Oak Spreading Grounds**

Owned and operated by the Los Angeles County Department of Public Works, this facility consists of approximately 5 acres of spreading grounds. Approximately 1.5 acres north of Baseline Road and 3.5 acres south of route 30 freeway extension. The source of water for this facility is controlled releases from Live Oak Dam and Live Oak Debris Basin. This facility was first used in the 1961-62 water year.

# WATER STORAGE AND RECOVERY AGREEMENT

## 1. IDENTIFICATION

THIS AGREEMENT dated \_\_\_\_\_ by and between the CITY OF POMONA, a chartered municipal corporation (Pomona), and the SIX BASINS WATERMASTER, a court appointed entity established by the Los Angeles County Superior Court (Watermaster), and is based upon the following recitals.

## 2. RECITALS

2.1 Water rights have been adjudicated in the Six Basins Area according to the Judgment in Los Angeles County Superior Court Case No. KC 029152, entitled Southern California Water Company v. the City of La Verne.

2.2 Said Judgment establishes the Watermaster as the court empowered entity responsible for managing the Six Basins Area. Under the provisions of Paragraph VI.B.10 of the Judgment, Watermaster is authorized to enter into Storage and Recovery Agreements with any party holding a base annual production right.

2.3 Pomona is a party holding a base annual production right. In addition, Pomona has historically replenished the Six Basins Area. While Pomona is under no obligation to replenish the Six Basins Area, to the extent that it does augment groundwater supplies in excess of its historical replenishment as provided in Paragraph VI.B.9 of the Judgment, Pomona is authorized to recover such water.

2.4 Spreading and injecting or otherwise recharging groundwater in the Six Basins Area is restricted according to Paragraph IV.B of the Judgment; however, pursuant to Paragraph VI.B.10,

Watermaster is authorized to enter into storage and recovery agreements for the utilization of groundwater storage capacity and for subsequent recovery use or credit by the storing entity.

2.5 Pomona and Water master desire to enter into an agreement for the storage and recovery of water.

### 3. AGREEMENTS

In consideration for the mutual promises and conditions contained herein and for other valuable consideration, the parties agree as follows:

3.1 Pomona may, subject to the conditions hereinafter set forth, spread and cause to be spread water which would be stored for Pomona's account. The amount of water stored and recovered shall be all amounts it has spread or caused to be spread in the Six Basins Area in excess of 130 acre feet annually as specifically provided in Paragraph VI.B.9 of the Judgment. Without limitation on accumulations, Pomona shall acquire and retain ownership of all such storage in excess of the historical replenishment of 130 acre feet per year until such water is produced by Pomona or transferred as a credit toward any Replacement Water obligation.

3.2 Pomona shall issue a report to Watermaster on a quarterly basis indicating the amount of water which Pomona has spread. The report shall be due the last day of the month next following the end of the relevant quarter.

3.3 Recovery of water by Pomona shall be accounted for as follows:

3.3.1 The first water Pomona produces in a calendar year shall be the carryover of unused rights in accordance with Paragraph III.B.2.

3.3.2 The next such water produced shall be Pomona's Base Annual Production Right.

3.3.3 The next such water produced shall be water stored pursuant to this storage and Recovery Agreement.

3.4 This Agreement shall be effective upon court approval of the Judgment in the above-referenced case.

3.5 Any notices required hereunder may be given by mail postage prepaid and addressed as follows:

TO WATERMASTER:

TO CITY OF POMONA:

Henry Pepper, Director of Utilities  
Public Works Department  
City of Pomona  
505 S. Garey Avenue  
Pomona, CA 91769-0660

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 1998, at \_\_\_\_\_, CA.

CITY OF POMONA

By: \_\_\_\_\_

WATERMASTER

By: \_\_\_\_\_

## EXHIBIT G

### INITIAL OPERATING PLAN

1. **Replenishment.** PVPA shall continue to replenish the basin as it has historically done. PVPA shall curtail replenishment when the Index Water Level is at 1455 or higher, where the Index Water Level is the average of the water level elevations above Mean Sea Level for the following five Key Wells:

Upland-Foothill No. 3 (Owner: WECWC)  
Mountain View No. 4 (Owner: WECWC)  
Miramar No. 3 (Owner: SCWC)  
College No. 1 (Owner: Pomona College)  
Tunnel Well No. 3 (Owner: Pomona)

On the second Monday of each month owners of the Key Wells shall measure and report to Watermaster and to PVPA the water level elevations in the Key Wells. Water level elevations shall be measured using protocols specified by Watermaster.

2. **Production Measurement and Reporting.** Within 180 days following Entry of Judgment each producer shall have installed on all of its producing wells a calibrated device to measure production. Such devices shall conform to, and be regularly calibrated in accordance with, specifications developed by Watermaster. Each producer shall record the monthly production from each well in acre feet and shall report such monthly production for each well and the total for all wells for the month and for the year to date to Watermaster by not later than the third working day following the end of the month.

3. **Operating Safe Yield.** The initial Operating Safe Yield of the Four Basins is 24,000 acre feet per year.

1 PROOF OF SERVICE

2 I am a resident of the State of California, over the age of eighteen years, and not a party to the within  
3 action. My business address is 21 East Carrillo Street, Santa Barbara, California 93101-2782. On  
4 December 21, 1998, I served the within document:

5 **NOTICE OF ENTRY OF JUDGMENT**

6

by transmitting via facsimile the document(s) listed above to the fax number(s) set forth below on this date before 5:00 p.m.

7

8 by placing the document listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at Santa Barbara, California as set forth below.

9

10 by causing personal delivery by \_\_\_\_\_ of the document(s) listed above to the person(s) at the address(es) set forth below.

11

12 by personally delivering the document(s) listed above to the person(s) at the address(es) set forth below.

13 SEE ATTACHED LIST

14 I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

17

18 (State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

19 Executed on December 21, 1998, at Santa Barbara, California.

20 *Gina Lane*

21 \_\_\_\_\_  
GINA M. LANE

1 Jess Senecal, Esq.  
Lagerlof, Senecal, Bradley and Swift  
2 301 North Lake Ave., 10th Floor  
Pasadena, CA 91101  
3

Tom McPeters, Esq.  
San Antonio Water Company  
Home Savings of Am. Building, 2nd Floor  
4 West Redlands Blvd.  
Redlands, CA 92378

4 Art Littleworth, Esq.  
Best, Best & Krieger  
5 3750 University Ave.  
Riverside, CA 92502-1028  
6

Jeanne Verville, Esq.  
Simpson Paper Company  
1301 Fifth Ave., Suite 2800  
Seattle, Washington 98101-2613

7 Burt Gindler, Esq.  
Morrison & Foerster  
8 555 West Fifth St.  
Los Angeles, CA 90013-1024  
9

10 Steven Kennedy, Esq.  
Three Valleys Mutual Water District  
11 1839 Commercenter Way  
Riverside, CA 92412  
12

13 Robert Hawkins, Esq.  
Law Offices of Robert C. Hawkins  
14 110 Newport Center Drive, Suite 200  
Newport Beach, CA 92660  
15

16 James Markman, Esq.  
Boyd Hill, Esq.  
17 Markman, Arczynski, Hanson, Curley  
& Slough  
18 One Civic Center Circle  
Brea, CA 92822-1059  
19

20 Arthur Kidman, Esq.  
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# Appendix I    Water Shortage Contingency Plan







SAN ANTONIO WATER COMPANY

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# Water Shortage Contingency Plan- Draft

**MAY 2026**

Prepared by Water Systems Consulting, Inc.





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## 1.1 Water Supply Reliability Analysis

The San Antonio Water Company (SAWCo) analyzed future demand and supply in its 2025 Urban Water Management Plan (UWMP). The UWMP analyzed conditions for normal, or average, single-dry, and five-year consecutive dry periods. SAWCo aims to provide shareholders full entitlement, but in periods of drought, allocations per share may be reduced, depending on supply availability. In all scenarios, SAWCo expects to meet customer demands based on shareholders full entitlement. In addition, a Drought Risk Assessment was performed to analyze anticipated supply and demand for the next five years (2026-2030). The Drought Risk Assessment analysis determines that SAWCo’s supplies are able to reliably meet customer demands. Details on this analysis as well as supply and demand estimates are discussed in the UWMP.

## 1.2 Annual Water Supply and Demand Assessment

As an urban water supplier, SAWCo must prepare and submit an Annual Water Supply and Demand Assessment (Annual Assessment). The Annual Assessment is a near-term outlook for supplies and demands. It is used to determine whether the potential for a supply shortage exists and whether there is a need to trigger a WSCP shortage level and response actions to maintain supply reliability. Since 2022, the Annual Assessment is due by July 1<sup>st</sup> of every year, as indicated by California Water Code (Water Code) Section 10632.1. SAWCo’s Annual Assessment procedure, including key data inputs, evaluation criteria and responsible staff is summarized in Table 1. Nearly all of SAWCo’s staff will be involved in the Annual Assessment and implementation of this WSCP.

**Table 1. Annual Assessment Procedure**

<b>TIMING</b>	<b>ASSESSMENT ACTIVITIES</b>	<b>PROCEDURE, KEY DATA INPUTS, EVALUATION CRITERIA AND OTHER CONSIDERATIONS</b>	<b>SAWCO STAFF RESPONSIBLE</b>
November–December	Estimate unconstrained demands for the coming year	SAWCo anticipates annual demands equal to that of the total active shares, based on yearly entitlement.	SAWCo Staff
November-December	Estimate available supplies for the coming year, considering the following year will be dry	SAWCo will analyze historical rainfall and other local groundwater conditions that may impact supply availability and warrant a reduction to shareholder’s entitlement. SAWCo will also work with various groundwater management agencies, like the Chino Basin Watermaster, etc., to monitor groundwater conditions and stay informed of any impacts to SAWCo’s ability to extract and provide local groundwater.  SAWCo will monitor groundwater levels provided through the Tunnel. The Tunnel serves as an indicator for conditions within the local mountains and available water for the San Antonio Creek/percolated surface water.	SAWCo Staff
December-January	Consider potential infrastructure constraints that may impact supply delivery	Identify any known infrastructure issues that may pertain to near-term water supply reliability, including repairs, construction, and environmental mitigation measures that may temporarily constrain capabilities, as well as any new projects that may add to system capacity. Identify any facilities out of service due to water quality problems, equipment failure, etc. that may impact normal water deliveries.	Operations Staff

<b>TIMING</b>	<b>ASSESSMENT ACTIVITIES</b>	<b>PROCEDURE, KEY DATA INPUTS, EVALUATION CRITERIA AND OTHER CONSIDERATIONS</b>	<b>SAWCO STAFF RESPONSIBLE</b>
February	Inform the Board of Annual Assessment findings	The General Manager shall inform the Board of the Annual Assessment and results and make a recommendation of which shortage stage to enter, if applicable, if the Board is in session. If the Board is not in session, the General Manager shall immediately request a special meeting of the Board.	SAWCo Board or General Manager
March	Notify the Public	The Board/SAWCo will make a public announcement published in the Inland Valley Daily Bulletin and become effective immediately upon publication. SAWCo will coordinate with other agencies that it provides water to, in addition to other local agencies.	General Manager
Ongoing	Implement WSCP actions, if needed	Relevant members of SAWCo's staff will implement shortage response actions associated with the declared water shortage level.	SAWCo Staff
Prior to July 1 <sup>st</sup>	Submit Annual Assessment	Send final Annual Assessment to DWR.	General Manager

### 1.3 Water Shortage Levels

SAWCo uses four (4) water shortage stages to identify and response to water shortage emergencies. Stage 1 is implemented year-round to encourage water conservation and responsible water management, regardless of a shortage emergency.

The Water Code outlines six standard water shortage levels that correspond to a gap in supply compared to normal year availability. The six standard water shortage levels correspond to progressively increasing estimated shortage conditions (up to 10-, 20-, 30-, 40-, 50-percent and greater than 50-percent shortage compared to the normal reliability condition) and align with the response actions that a water supplier would implement to meet the severity of the impending shortages.

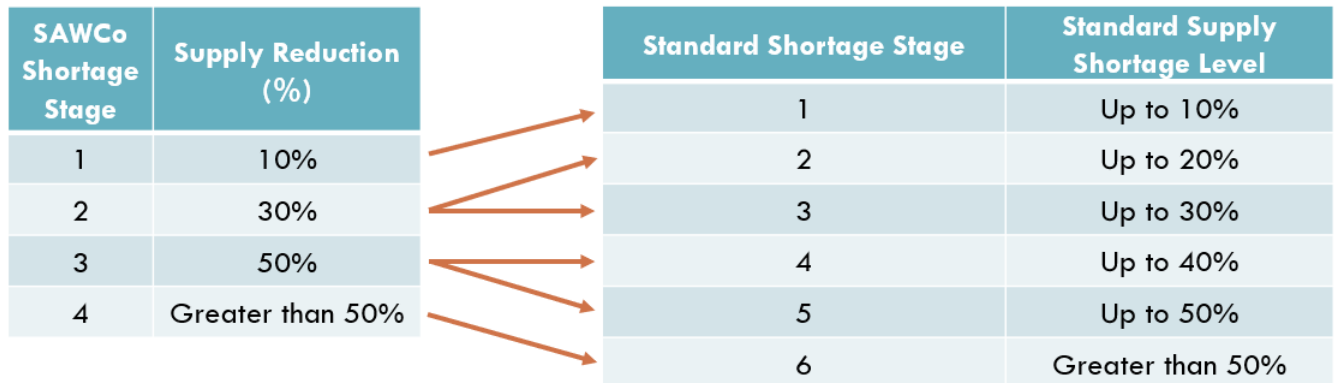
The Water Code allows suppliers with an existing WSCP that uses different water shortage levels to comply with the six standard levels by developing and including a cross-reference relating to its existing shortage categories to the six standard water shortage levels. SAWCo is maintaining its current four shortage stages for this WSCP, as shown in Table 2. A cross reference to the six standard stages is shown in Figure 1.

**Table 2. DWR 8-1 Water Shortage Contingency Plan Levels**

<b>SHORTAGE LEVEL</b>	<b>PERCENT SHORTAGE RANGE</b>	<b>SHORTAGE RESPONSE ACTIONS</b>
1	Up to 10%	Required savings may be met through a combination of quantifiable and unquantifiable actions. SAWCo will only implement measures to the extent necessary to mitigate a water shortage, although estimates may indicate a greater savings is obtainable. It is anticipated that some of the required savings will be met through quantifiable shortage response actions and the remaining amount savings will be met through other actions, including communication and outreach efforts. For a list of all SAWCo specific shortage response actions and their potential savings, please refer to DWR Table 8-2.
2	Up to 30%	Required savings may be met through a combination of quantifiable and unquantifiable actions. SAWCo will only implement measures to the extent necessary to mitigate a water shortage, although estimates may indicate a greater savings is obtainable. It is anticipated that some of the required savings will be met through quantifiable shortage response actions and the remaining amount savings will be met through other actions, including communication and outreach efforts. For a list of all

SHORTAGE LEVEL	PERCENT SHORTAGE RANGE	SHORTAGE RESPONSE ACTIONS
		SAWCo specific shortage response actions and their potential savings, please refer to DWR Table 8-2.
3	Up to 50%	Required savings may be met through a combination of quantifiable and unquantifiable actions. SAWCo will only implement measures to the extent necessary to mitigate a water shortage, although estimates may indicate a greater savings is obtainable. It is anticipated that some of the required savings will be met through quantifiable shortage response actions and the remaining amount savings will be met through other actions, including communication and outreach efforts. For a list of all SAWCo specific shortage response actions and their potential savings, please refer to DWR Table 8-2.
4	Greater than 50%	Required savings may be met through a combination of quantifiable and unquantifiable actions. SAWCo will only implement measures to the extent necessary to mitigate a water shortage, although estimates may indicate a greater savings is obtainable. It is anticipated that some of the required savings will be met through quantifiable shortage response actions and the remaining amount savings will be met through other actions, including communication and outreach efforts. For a list of all SAWCo specific shortage response actions and their potential savings, please refer to DWR Table 8-2.

**Figure 1. SAWCo's existing stages and their relationship to the six standard stages**



## 1.4 Shortage Response Actions

SAWCo expects to mitigate supply shortages through a variety of response actions, including optimization of various supply sources, demand reduction actions, conservation, outreach, and if necessary, mandatory prohibitions.

### 1.4.1 Demand Reduction

SAWCo has identified a variety of demand reduction actions to offset supply shortages. These actions include, but are not limited to, conservation and rebate programs, leak detection and repair, limitations on irrigation and other voluntary actions to reduce customer demand. Demand reduction actions are summarized in Table 3.

**Table 3. DWR 8-2 Demand Reduction Actions**

SHORTAGE LEVEL	DEMAND REDUCTION ACTIONS	HOW MUCH IS THIS GOING TO REDUCE THE SHORTAGE GAP?	ADDITIONAL EXPLANATION OR REFERENCE	PENALTY, CHARGE, OR OTHER ENFORCEMENT
Stage 1	Landscape - Limit landscape irrigation to specific times	0-5%	Watering restricted to between the hours of 10:00 am and 6:00 pm	Yes
Stage 1	Other - Customers must repair leaks, breaks, and malfunctions in a timely manner	0-5%	Leaks and misadjusted water fixtures shall be corrected within 72 hours of discovery or notification by SAWCo.	Yes
Stage 1	Other	0-5%	Runoff from irrigation or leaks prohibited.	Yes
Stage 1	Other	0-5%	Washing of automobiles, trucks, trailers, boats, airplanes, and other types of equipment (mobile or otherwise) unless done with a hand-held bucket or hand-held hose equipped with a positive shutoff nozzle for quick rinses. The nozzle shall be removed when the hose is not in use to ensure the water supply is shut off.	Yes
Stage 1	CII - Restaurants may only serve water upon request	0-5%	With respect to eating and drinking establishments of any kind, including but not limited to, any restaurant, hotel, café, cafeteria, bar or club, whether public or private, that benefits from the supply of water by SAWCo shall not provide drinking water to any person unless expressly requested.	Yes
Stage 2	Other	5-10%	The washing of sidewalks, walkways, driveways, public and private parking areas and all other impervious hard surfaced areas by direct hosing when runoff water directly flows to a gutter or storm drain, except as may be necessary to properly dispose of flammable or other dangerous liquids or substances, wash away spills that present a trip and fall hazard, or to prevent or eliminate materials dangerous to the public health and safety.	Yes
Stage 2	Landscape - Limit landscape irrigation to specific days	5-10%	Outdoor irrigation of landscape by sprinklers is permitted only on even days of the month for those locations having a street address with an even last digit. Outdoor irrigation by sprinklers is permitted only on odd days of the month for those locations having a street address with an odd last digit. No outdoor irrigation shall take place between the hours of 10:00 a.m. and 6:00 p.m.	Yes

SHORTAGE LEVEL	DEMAND REDUCTION ACTIONS	HOW MUCH IS THIS GOING TO REDUCE THE SHORTAGE GAP?	ADDITIONAL EXPLANATION OR REFERENCE	PENALTY, CHARGE, OR OTHER ENFORCEMENT
Stage 2	Other	5-10%	The washing of automobiles, trucks, trailers, boats, and other types of equipment (mobile or otherwise) is prohibited except on the designated outdoor water use days between the hours of 12:00 midnight to 12:00 noon and sundown to 12:00 midnight. Such washing, when allowed, shall be done with a hand held bucket or hand held hose equipped with a positive shutoff nozzle for quick rinses. The nozzle shall be removed when the hose is not in use to ensure the water supply is shutoff.	Yes
Stage 2	Other - Prohibit vehicle washing except at facilities using recycled or recirculating water	5-10%	No individual, firm or business that regularly washes vehicles for remuneration or provides facilities for customers to do so through coin operated machinery shall be permitted to operate such a business unless their place of business is equipped and operating to approved standards with equipment to recycle water for use within their facility.	Yes
Stage 2	Other water feature or swimming pool restriction	5-10%	The refilling or adding of water to swimming pools is prohibited except on designated outdoor water use days, which is restricted between the hours of 10am and 6 pm.	Yes
Stage 2	Water Features - Restrict water use for decorative water features, such as fountains	5-10%	Any non-business, operation related pond, ornamental fountain or other structure making similar use of water is prohibited.	Yes
Stage 2	Landscape - Prohibit certain types of landscape irrigation	5-10%	The irrigation of golf course fairways is prohibited. This section shall not apply to the irrigation of any golf course solely with available non-potable or reclaimed wastewater.	Yes
Stage 2	Other	5-10%	The use of water from fire hydrants shall be limited to firefighting and emergency related activities and/or other activities necessary to maintain the health, safety, and welfare of the citizens of the San Antonio Heights. This restriction shall not apply to businesses, which require the use of water for land development and building construction processes with prior written approval by the Water Company.	Yes

SHORTAGE LEVEL	DEMAND REDUCTION ACTIONS	HOW MUCH IS THIS GOING TO REDUCE THE SHORTAGE GAP?	ADDITIONAL EXPLANATION OR REFERENCE	PENALTY, CHARGE, OR OTHER ENFORCEMENT
Stage 3	Landscape - Limit landscape irrigation to specific days	10-30%	Outdoor irrigation of landscape by sprinklers is permitted only on Wednesday and Sunday for those locations having street address with an even last digit. Outdoor irrigation by sprinklers is permitted only on Tuesday and Saturday for those locations having a street address with an odd last digit. Outdoor irrigation for locations not having a street address shall occur on Wednesday and Sunday if located west of San Antonio Avenue or only on Tuesday and Saturday if located east of San Antonio Avenue.	Yes
Stage 3	Landscape - Other landscape restriction or prohibition	10-30%	No outdoor irrigation shall take place between 6:00 a.m. until one (1) hour before sundown.	Yes
Stage 3	Other	10-30%	The washing of automobiles, trucks, trailers, boats, airplanes and other types of equipment (mobile or otherwise) is prohibited except on the designated outdoor water use days pursuant to section 7734.040 between the hours of 12:00 midnight to 12:00 noon and sundown to 12:00 midnight. Such washing, when allowed, shall be done with a hand held bucket or hand held hose equipped with a positive shutoff nozzle for quick rinses. The nozzle shall be removed when the hose is not in use to ensure the water supply is shutoff.	Yes
Stage 3	Other	10-30%	Trucks, trailers and other types of mobile equipment (such as garbage trucks and vehicles used to transport food and other perishables) when said washing is necessary in order to protect the health, safety and welfare of the public, shall be restricted to the hours of sundown to noon. Such washing, when allowed, shall be done with a hand held bucket or hand held hose equipped with a positive shutoff nozzle for quick rinses. The nozzle shall be removed when the hose is not in use.	Yes
Stage 3	Water Features - Restrict water use for decorative water features, such as fountains	10-30%	Any non-business, operation related pond, ornamental fountain or other structure making similar use of water is prohibited.	Yes
Stage 3	Landscape - Other landscape restriction or prohibition	10-30%	The waters of golf course tee areas and fairways is prohibited unless done with reclaimed wastewater.	Yes

SHORTAGE LEVEL	DEMAND REDUCTION ACTIONS	HOW MUCH IS THIS GOING TO REDUCE THE SHORTAGE GAP?	ADDITIONAL EXPLANATION OR REFERENCE	PENALTY, CHARGE, OR OTHER ENFORCEMENT
Stage 3	Other water feature or swimming pool restriction	10-30%	The refilling or adding of water to existing swimming pools is prohibited except on designated outdoor water use days which shall be the same days as outdoor water is permitted pursuant to section 7734.040. New pool construction filling shall be by permit only	Yes
Stage 4	Landscape - Limit landscape irrigation to specific days	30-50%	Outdoor irrigation of landscape by sprinklers is permitted only on Sunday for those locations having street address with an even last digit. Outdoor irrigation by sprinklers is permitted only on Saturday for those locations having a street address with an odd last digit. Outdoor irrigation for locations not having a street address shall occur on Sunday if located west of San Antonio Avenue or only on Tuesday and Saturday if located east of San Antonio Avenue	Yes
Stage 4	Landscape - Limit landscape irrigation to specific times	30-50%	No outdoor irrigation shall take place between 6:00 a.m. until one (1) hour before sundown	Yes
Stage 4	Other	30-50%	The washing of automobiles, trucks, trailers, boats, airplanes, and other types of equipment (mobile or otherwise) is prohibited	Yes
Stage 4	Other water feature or swimming pool restriction	30-50%	Any non-business, operation related pond, ornamental fountain or other structure making similar use of water is prohibited	Yes
Stage 4	Other	30-50%	Washing sidewalks, driveways, public and private parking areas, tennis courts, patios, or other paved areas, except to alleviate an immediate health hazard is prohibited	Yes

## 1.4.2 Supply Augmentation

SAWCo maintains interconnections with the City of Upland, as well as the Monte Vista Water District (MVWD) and the City of Ontario through the Water Facilities Authority (WFA). The WFA is a Joint Powers Authority composed of the cities of Chino, Chino Hills, Ontario, and Upland and the MVWD. The WFA owns and operates a surface water treatment plant within the City of Upland that primarily treats imported water supplies from Metropolitan Water District of Southern California (Metropolitan). SAWCo's interconnection with the City of Upland could potentially provide the ability to negotiate imported water deliveries via the WFA and wheeled through this existing interconnection.

**Table 4. DWR 8-3 Supply Augmentation and Other Actions**

SHORTAGE LEVEL	SUPPLY AUGMENTATION METHODS AND OTHER ACTIONS BY WATER SUPPLIER	HOW MUCH IS THIS GOING TO REDUCE THE SHORTAGE GAP?	ADDITIONAL EXPLANATION OR REFERENCE
Stage 2	Other purchases	0-100%	Negotiate imported water deliveries through the Water Facilities Authority
Stage 3	Other purchases	0-100%	Negotiate imported water deliveries through the Water Facilities Authority
Stage 4	Other purchases	0-100%	Negotiate imported water deliveries through the Water Facilities Authority

## 1.4.3 Operational Changes

SAWCo operates its system as efficiently as possible. In the event of a water shortage emergency, it is likely that surface water from the San Antonio Creek and percolated water from the San Antonio Tunnel would be vastly reduced. As a result, SAWCo would focus operations on well extractions to meet demands.

## 1.4.4 Additional Mandatory Restrictions

SAWCo also implements several measures at all times to avoid water waste, which include:

- Prohibit washing of sidewalks, driveways, public and private parking areas and all other impervious hard surfaced areas by direct hosing when runoff water directly flows to a gutter or storm drain, except as may be necessary to properly dispose of flammable or other dangerous liquids or substances, wash away spills that present a trip and fall hazard, or to prevent or eliminate materials dangerous to the public health and safety;
- Prohibit excessive or unreasonable run-off or unreasonable spray of the areas being watered;
- Prohibit outdoor irrigation by sprinklers between 10 AM and 6 PM. Shareholders are encouraged to avoid the use of sprinklers on windy days;
- Prohibit the washing of automobiles, trucks, trailers, boats, airplanes, and other types of equipment (mobile or otherwise) unless completed with a hand-held bucket or hand-held hose equipped with a positive shutoff nozzle for quick rinses.

### 1.4.5 Seismic Risk Assessment, Mitigation Plan, and Emergency Response Plan

In addition to responding to drought conditions, SAWCo's WSCP can be used to respond to emergency or catastrophic conditions that impact the availability of the SAWCo's water supplies and/or the ability to deliver water within the service area. Besides drought, water supply may experience a catastrophic interruption as a result of natural disasters, such as an earthquake, wildfire, mudslide, or a regional power outage.

**Planning and response measures in the event of an interruption to the water supply include the following:**

- In advance of a known threat to the water and distribution system, such as a wildfire, distribution reservoirs will be filled to capacity, and any reservoir out of service will be put back into service.
- Portable generators will be deployed to critical facilities lacking emergency backup power.
- Supervisory Control and Data Acquisition (SCADA) will be used throughout the distribution system to monitor system problems, whether they be minor day-to-day problems or major disruptions.
- Distribution system crews are trained in pipe repair and replacement as a part of their normal duties and will be continually ready to perform such work on an emergency basis as needed.
- In the occurrence of a catastrophic event, SAWCo staff will be prepared to mobilize to respond to emergent issues.
- Distribution system repairs will be prioritized to best meet critical needs, including water for firefighting, and health and safety needs.
- A portion of the available potable supply will be reserved for drinking-water purposes in the event of prolonged interruption.
- In the event of distribution system failure, a clear message for timely information dissemination to the public will be developed that includes the nature of the catastrophic event, status of the distribution system, water use prohibitions, allowable water uses, potential need to boil drinking water prior to consumption, and location and availability of emergency drinking water.

In 2021, SAWCo updated a Risk and Resilience Assessment (RRA) and Emergency Response Plan (ERP) in accordance with America's Water Infrastructure Act (AWIA) of 2018. The purpose of the RRA and ERP is to meet the AWIA compliance requirements and plan for long-term resilience of SAWCo's infrastructure. The RRA assesses SAWCo's water system to identify critical assets and processes that may be vulnerable to human and natural hazards and to identify measures that can be taken to reduce risk and enhance resilience from service disruption for the benefit of customers. The RRA identifies and characterizes both infrastructure-specific and system-wide vulnerabilities and threats and quantifies the consequences of disruption. The RRA also identifies various options (and constraints) in addressing and mitigating risk. The RRA, in conjunction with the ERP, charts a course for water system resilience. The RRA also provided various recommendations to increase the reliability of SAWCo's system. Since critical pieces of infrastructure and specific vulnerabilities are detailed in the RRA and ERP, the contents of the document are confidential and for use by SAWCo's staff only. However, SAWCo can confirm that these plans meet the requirements set forth by AWIA and evaluate seismic risks and mitigation actions to SAWCo's infrastructure.

## 1.4.6 Shortage Response Action Effectiveness

SAWCo has estimated the effectiveness of shortage response actions when data pertaining to such actions is available. Estimates of the effectiveness for actions are included in Table 3. It is expected that response actions effectiveness is also a result of successful communication and outreach efforts.

## 1.5 Communication Protocols

SAWCo publishes seasonal newsletters to inform customers of SAWCo's work. During a water shortage, SAWCo may publish information such as shortage stage and demand reduction measures in these newsletters. In addition, SAWCo will inform customers through informational bill stuffers. In more severe shortage stages, SAWCo would implement additional communication outlets, such as local newspaper postings, Facebook postings and notifications, and postings through local homeowners' associations and the San Antonio Heights Association newsletters.

In addition, SAWCo's newly deployed Automated Meter Reading (AMR) system will include a web portal where shareholders can enable notifications for using water over entitlement.

## 1.6 Compliance and Enforcement

SAWCo may administer penalties for shareholders who are not in compliance with this WSCP and engage in knowingly water waste activities during any calendar year or declared shortage stage, whichever time period is shorter in duration:

- **First Violation:** guilty of an infraction offense and punished by a fine not less than twenty-five dollars (\$25) but not exceeding fifty dollars (\$50)
- **Second Violation:** guilty of an infraction offense and punished by a fine not less than fifty dollars (\$50) but not exceeding one hundred dollars (\$100)
- **Third Violation:** guilty of a misdemeanor offense and punished by a fine not less than five hundred dollars (\$500) but not exceeded one thousand dollars (\$1,000)

In addition, the General Manager may enact other penalties and restrictive measures that are intended to restrict further water waste of shareholders that continue to violate the policies and procedures outlined in this plan. The General Manager may select to implement any of the following measures, or others not listed here, such as the placement of a flow restricting device upon the water service, locking off of water meter, removal of water meter, and shutting off of the service line valve.

## 1.7 Legal Authorities

SAWCo first established its WSCP by Resolution No. 2006-06-03, adopted at a Board meeting on September 19, 2006. Resolution No. 2006-06-03 was created to ensure responsible water management of SAWCo and its customers and promote water conservation. This Resolution provides the Board with the legal authority to declare a water shortage emergency and implement appropriate measures to mitigate a supply shortage.

## 1.8 Financial Consequences of WSCP

SAWCo's Bylaws specify that "all water shall be supplied at cost"; therefore, SAWCo must supply the corresponding water associated with each customer's shares. SAWCo may apply reductions to entitlement in extreme water shortages, which would decrease SAWCo's revenue. As a small water agency, SAWCo does not have the resources to hire additional staff to assist with implementation of this WSCP and various response actions.

SAWCo has developed reserves for Master Plan projects, emergency occurrences, and operating expenses, as outlined in Resolution No. 2007-01-01. This reserve was first established in July 1994 to mitigate impacts to SAWCo and ensure that with reduced deliveries, SAWCo could continue to provide services with a buffer for emergency situations. A portion of the reserve fund is allocated for emergency water purchases in the event SAWCo were to lose a water supply source.

## **1.9 Monitoring and Reporting**

As mentioned in the UWMP, SAWCo replaced all customer and system meters and upgraded to an AMR system. AMR meters provide daily readings that will allow SAWCo to quickly respond to large readings and correct any issues, such as system leaks or inform customers of demand reduction actions or rebates to limit water use. In addition, the AMR meters will be connected to a website where shareholders can track their own water use and enable notifications. Shareholders can be notified of excessive water use over their entitlement.

## **1.10 WSCP Refinement Procedures**

The WSCP is best prepared and implemented as an adaptive management plan. SAWCo will use results obtained from its monitoring and reporting program to evaluate any needs for revisions. Potential changes to the WSCP that would warrant an update include, but are not limited to, any changes to trigger conditions, changes to the shortage stage structure, changes to entitlement, and/or changes to customer reduction actions.

Any prospective changes to the WSCP would need to be presented to SAWCo's Board of Directors (Board) for approval. SAWCo will hold a public hearing, obtain any comments, and formally adopt the updated WSCP. Notices for refinement and the public hearing date will be published in the local newspaper in advance of any public meetings.

## **1.11 Special Water Feature Distinction**

Water Code Section 10623 (b) now requires that suppliers analyze and define water features that are artificially supplied with water, including ponds, lakes, waterfalls, and fountains, separately from swimming pools and spas, as defined in subdivision (a) of Section 115921 of the Health and Safety Code. SAWCo prohibits water used for any non-business, operation related pond, ornamental fountain, or other similar structure for aesthetic use in shortage stages 2-4.

## **1.12 Plan Adoption, Submittal, and Availability**

The WSCP will be presented for adoption to SAWCo's Board at a public meeting. The Board and members of the public may submit any comments prior to approval and adoption. The WSCP was submitted to DWR at the same time as the UWMP.

The WSCP will be made available to all staff, customers, and any affected cities, counties, or other members of the public through SAWCo's website.

## 1.13 Resources and References

- California Water Efficiency Partnership. (2021). *Jumpstart Water Shortage Toolkit Tool#1: Model Water Shortage Contingency Plans*. Sacramento: California Water Efficiency Partnership.
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